



**SEAGOVILLE CITY COUNCIL  
MEETING AGENDA  
MONDAY, FEBRUARY 01, 2016**

**WORK SESSION – 6:30 P.M.**

Council Chambers, City Hall  
702 N. Hwy 175

**AGENDA**

1. Discussion of Agenda Item(s)
2. Staff Updates
  - a. Reorganization
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 ordering the General Election to be held on May 7, 2016.  
*Aprobación de una Resolución ordenando que la elección general se lleve acabo el 7 de Mayo del año 2016.*
- 3C. Approval of Joint Election Agreement and elections services contract with Dallas County Elections Department for the conduct of a joint election to be held May 7, 2016.  
*Aprobación del acuerdo electoral en conjunto y el contrato de servicios electorales con el Departamento Electoral de el Condado de Dallas para conducir las elecciones en conjunto que se llevarían acabo el 7 de Mayo del año 2016.*
- 4C. Approval of a Resolution authorizing the Mayor to accept the Police Department's 2015 Racial Profiling Report.
- 5C. Approval of a Resolution renewing a contract with Good Earth Corporation in the amount of Eighty-Three Thousand Eight Hundred and Eighty-Two Dollars (\$83,882.00) for performing all work necessary for mowing maintenance of City parks, medians, rights-of-way, and other lots in the city for the term of one (1) year; authorizing the City Manager to execute all necessary documents; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.
- 6C. Approval of an Ordinance amending Chapter 11, "Health and Sanitation", Article 11.02, "Food and Food Establishments", to ensure the Ordinance is consistent with amendments to state law, effective October 11, 2015; providing a repealing clause; providing a severability 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.
- 7C. Approval of a Resolution authorizing the Mayor to execute the Settlement and Release Agreement with Oncor Electric Delivery for the overbilling of street light numbers; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.
- 8C. Approval of a Resolution authorizing the County of Dallas to resell tax foreclosed property located at 809 Armstrong Road, Seagoville, Texas, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.

## **AGENDA (cont'd)**

- 9C.** Approval of a Resolution entering into a Professional Services Agreement with Pipeline Analysis, LLC in the amount of Twenty-Five Thousand Seven Hundred Dollars (\$25,700.00) for the purpose of preparation of a Sanitary Sewer System Capacity, Management, Operation and Maintenance (CMOM) Plan; authorizing the City Manager to execute all necessary documents; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.
- 10C.** Approval of a Resolution authorizing Work Order Authorization Agreement No. 2 with Halff Associates in the amount of Twenty Thousand Dollars (\$20,000.00) for the purpose of preparation of a TCEQ violation response, water line variance request and miscellaneous consultation; authorizing the City Manager to execute all necessary documents; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.

### **REPORTS/RECOMMENDATIONS/REQUESTS**

- 11.** Conduct a public hearing and discuss and consider an Ordinance to amend the Comprehensive Zoning Ordinance and Map by granting a zoning change from Local Retail (LR) to Local Retail with a Special Use Permit (LR-SUP) to allow for a church on approximately 0.24 ± acre described as Tract 8 of the M.L. Swing Survey, Abstract No. 1420, Page 115 more commonly known as 317 E. Malloy Bridge Road, Seagoville, Dallas County, Texas; providing for special conditions; providing for a severability clause; providing a penalty for violations hereof; providing a savings clause; and providing an effective date.
- 12.** Conduct a public hearing and discuss and consider an Ordinance to amend the Comprehensive Zoning Ordinance and Map by granting a zoning change from Local Retail (LR) to Local Retail with a Special Use Permit (LR-SUP) to allow for a restaurant/private club with outdoor patio dining for an approximate 4,750 square foot portion of an existing building, referred to as Suite 102, located on the property described as 2.785± acres on Lot 1R of the Denny's/Day's Inn Addition more commonly known as 550 N. Highway 175, Suite 102, Seagoville, Dallas County, Texas; providing for special conditions; providing for a penalty for violations hereof; providing for a savings clause; and providing an effective date.
- 13.** Receive quarterly financial report.
- 14.** Discuss Code of Ordinances, Article 1.06, Taxation, Division 2. Property Tax, Section 1.06.021, Residence Homestead Exemption.
- 15.** Discuss residential zoning classifications.
- 16.** Discuss and consider carport regulations.

## AGENDA (cont'd)

17. Receive Councilmember Reports – Items of community interest regarding which no action will be taken, as authorized by Section 551.0415 of the Government Code.
18. Receive Citizen Comments – Citizens may speak 6 minutes each on any matter, other than personnel matters, or matters under litigation.
19. Receive Future Agenda Items – Items to be placed on a future agenda which no action or discussion will be taken at this meeting.
20. Adjourn.

Posted Thursday, January 28, 2016 by 6:00 P.M.



Dara Crabtree, City Secretary

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

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

### **DATES TO REMEMBER**

- Monday, February 15, 2016, city offices closed in observance of Presidents' Day.
- Monday, February 29, 2016 @ 6:30 p.m., City Council Workshop.
- Monday, March 7, 2016 @ 7:00 p.m., City Council meeting.

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**HANDGUNS PROHIBITED:** PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

**PISTOLAS PROHIBIDO:** CONFORME A LA SECCIÓN 30.06 DEL CÓDIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO H, CAPITULO 411, CÓDIGO DEL GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO OCULTADA.

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**OPEN CARRY OF HANDGUNS PROHIBITED:** PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

**PROHIBIDO PORTAR ARMAS DE FUEGO AL AIRE LIBRE:** CONFORME A LA SECCIÓN 30.07 DEL CÓDIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO AL AIRE LIBRE CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO H, CAPITULO 411, CÓDIGO DE GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO AL AIRE LIBRE.

## *Agenda Item 1C*

*Approval of minutes.*

### **BACKGROUND OF ISSUE:**

Approval of minutes for meetings held on January 04, 2016.

### **FINANCIAL IMPACT:**

N/A

**CITY COUNCIL  
WORK SESSION  
JANUARY 04, 2016**

The City Council held a work session on Monday, January 04, 2016 at 6:31 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, Fire Chief Todd Gilcrease, City Attorney Bob Hager and City Secretary Dara Crabtree.

**ITEM 1. DISCUSSION OF AGENDA ITEMS.**

ITEM 2C. Following a City Council inquiry, Chief Gilcrease stated East Malloy Bridge was identified as a risk; and City Manager Stallings stated it could possibly qualify for repairs if damaged in a disaster.

ITEM 4. Following a discussion, the consensus of the City Council was to include Lot 3 in Section I – Prohibited Uses.

ITEM 5. Following a discussion, the consensus of the City Council was not to add a proposition providing for the Mayor to have a vote.

Following a council inquiry, City Attorney Hager stated a Charter amendment was not needed to change the Economic Development Director to report to the City Manager; the SEDC bylaws would need to be changed.

Discussion continued including: opposition to the proposition to call a special election to fill a vacancy; the expense of calling a special election; support for current process of appointment by majority vote of the council; and was it common for the board and commission requirements being proposed.

Following the discussion, City Attorney Hager stated he had seen similar requirements for boards and commissions in other cities; and the motion would need to include excluding the proposition to call a special election to fill a vacancy, if so desire.

ITEM 6. Discussion included: recommending the City Manager to review the personnel policies every 3-4 years; allowing City Manager to amend the policies would allow for them to be kept current; and the Charter provides for the City Manager to make changes.

ITEM 8. Discussion included: other religions asking for something to be placed on the vehicles; In God We Trust is the Nation's motto, found on currency; potential for protests, do not want controversy; staff will be instructed not to debate and to stay consistent on response – Nation's motto; position not specific to religion; challenges have been upheld in court and there has been no Supreme court challenge that did not uphold Nation's motto.

**ITEM 2. STAFF UPDATES.**

Police Chief Calverley provided a presentation on *Open Carry*. Question and answers followed.

The work session was adjourned at 7:37 p.m.

APPROVED:

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MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

**CITY COUNCIL  
REGULAR MEETING  
JANUARY 04, 2016**

The City Council held a regular meeting on Monday, January 04, 2016 at 7:50 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

Phil Greenawalt provided the Invocation and Mayor Childress led the Pledge of Allegiance.

**MAYOR'S REPORT.** Mayor Childress reported the next meeting will be held on February 1, 2016; city offices will be closed on January 18, 2016 in observance of Martin Luther King, Jr. Day; and candidate packets were now available for the May 7<sup>th</sup> General Election; Places 1, 3 and 5 would be on the ballot; and the filing period is January 20<sup>th</sup> through February 19<sup>th</sup>.

**CITIZENS PUBLIC COMMENT PERIOD (items on the agenda).**

Glenda Dupuis, 104 Ave C. – commented on Agenda Item 8 including: she initially presented this item to staff; the decals will be paid for by private citizens; and hopes going forward the Council will approve.

**CONSENT AGENDA.**

Councilmember Epps made a motion, seconded by Councilmember Howard, to approve Consent Agenda Items 1C through 3C. A vote was cast 5 in favor, 0 against.

**ITEM 1C.** Approve minutes for meetings held on December 14, 2015.

**ITEM 2C.** Approve Resolution No. 01-R-16 adopting the 2015 Dallas County Hazard Mitigation Action Plan (HazMAP); and providing an effective date.

**ITEM 3C.** Approve Resolution No. 02-R-16 awarding a bid for the purchase of a 2016 Ford F450 Work Truck for a total cost of fifty six thousand five hundred twenty six dollars (\$56,526.00); authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

**ITEM 4.** Councilmember Hernandez made a motion, seconded by Councilmember Howard, to approve Ordinance No. 01-16 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 Planned Development – 13-01 (PD-13-01) to Planned Development -13-01 Amended 1 (PD-13-01-A1) 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 of being legally described in Exhibit “A”, attached hereto and incorporated herein; providing for amended development regulations; providing for a repealing clause; providing for a severability clause; providing for a savings clause; providing for a penalty clause; providing for a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date; as amended to include Lot 3 in Section I – Prohibited Uses. A vote was cast 5 for, 0 against.

**ITEM 5.** Councilmember Hernandez made a motion, seconded by Councilmember Howard, to approve Resolution No. 03-R-16 ordering a Special Election to be held on May 7, 2016 to consider proposed 20 amendments to the City of Seagoville Home Rule Charter; providing for election judge; providing for early voting; providing for the canvass of votes; and providing an effective date. Councilmember Fruin made a motion to amend the motion, seconded by Mayor Pro Tem Lemond, to exclude Proposition 5 to call a special election to fill a vacancy. A vote was cast 3 for, 2 against (Hernandez, Howard). A vote was cast on the motion to approve as amended 5 for, 0 against. *[The propositions will be renumbered for a total of 19 propositions to be presented to the voters for consideration.]*

**ITEM 6.** Councilmember Epps made a motion, seconded by Councilmember Fruin, to approve Ordinance No. 02-16 repealing Ordinance No. 17-03 which provides for the adoptions of the City of Seagoville Policy and Procedures Manual; authorizing the City Manager to establish administrative directives, policies and procedures necessary to ensure fair and equal employment practices concerning the terms and conditions and administration of the city; providing a savings clause; and providing an effective date. A vote was cast 5 for, 0 against.

**ITEM 7.** Councilmember Epps made a motion, seconded by Councilmember Howard, to accept Dennis K. Childress’ resignation from the Seagoville Economic Development Corporation Board; and appoint Councilmember Hernandez to fill the unexpired term of Place 5 expiring in June 2017. A vote was cast 5 for, 0 against.

**ITEM 8.** Councilmember Howard made a motion, seconded by Councilmember Epps, to approve adding “in God we trust” on all City vehicles. A vote was cast 5 for, 0 against.

**ITEM 9. COUNCILMEMBER REPORTS.**

Jose Hernandez – thanked staff and citizens for working together and bringing items to the City Council; and proposing good things.

Rick Howard – commented that he agreed with Councilmember Hernandez’s comments.

Tommy Lemond – commented he also agreed with Councilmember Hernandez’s comments.

Mike Fruin – thanked City Manager Stallings for all his hard work and having the best interest of the city.

Jon Epps – commented he agree with Councilmember Fruin’s comments; thanked staff and stated he had not received any more complaints on staff regarding bad attitudes; and thanked everyone for attending the meetings.

**ITEM 10. CITIZEN COMMENTS.** No comments.

**ITEM 11. FUTURE AGENDA ITEMS.**

Jon Epps – street lights at the entrance and exit ramps at Stark Road.

**ITEM 12.** The City Council recessed into Executive Session at 8:04 p.m. 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.

The City Council reconvened into open session at 8:22 p.m.

**ITEM 13.** No action was taken.

**ITEM 14.** The meeting adjourned at 8:22 p.m.

APPROVED:

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MAYOR

ATTEST:

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CITY SECRETARY

## *Agenda Item 2C*

*Approval of a Resolution ordering the General Election to be held on May 7, 2016.*

### **BACKGROUND OF ISSUE:**

It is once again time to order the General Election. This year's election will be held on May 7, 2016 and include the office of Councilmember Place 1, Councilmember Place 3, and Councilmember Place 5.

The filing period began Wednesday, January 20<sup>th</sup> and will continue through Friday, February 19<sup>th</sup>.

### ***Note:***

*Pursuant to state and federal law, all election materials/information that is prepared for voters in English must be provided in Spanish and any other required minority languages. This bilingual requirement applies to instruction posters, ballots, official affidavits and other forms requiring voter's signature, early voting materials, and all other election information provided to voters in English. Tex. Elec. Code Ann. §272.005 (Vernon 2003), 42 U.S.C. 1973b(f)(4) and 42 U.S.C. 1973aa-1a(2003).*

*To comply with this requirement, the Spanish translation for election related agenda items has been included.*

### **FINANCIAL IMPACT:**

Funding is available in the City Secretary budget for this expenditure.

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

**RESOLUTION NO. 04-R-16**

**ELECTION OF MUNICIPAL OFFICERS**

Seagoville, Texas

May 7, 2016

**ELECTION ORDER FOR JOINT ELECTION**

**BE IT REMEMBERED THAT** on this 1<sup>st</sup> day of February, 2016, at a meeting of the City Council of the City of Seagoville, Texas, a quorum being present, the meeting was called to order and the Council issued the following order:

**WHEREAS**, the City has or will enter into an agreement with Dallas County and other political subdivisions to hold the election as a Joint Election;

**NOW, THEREFORE, IT IS ORDERED** that an election be held in the City of Seagoville, Texas on the 7<sup>th</sup> day of May, 2016, the same being the first Saturday of said month, for the following purpose:

To elect one Councilmember for Place 1 for a two (2) year term, one Councilmember for Place 3 for a two (2) year term, and one Councilmember for Place 5 for a two (2) year term.

The candidate for each such office receiving a majority of all votes cast for all candidates for such office shall be elected to serve such term or until his or her successor is duly elected and qualified.

In the event any candidate for any one of said offices fails to receive a majority of all votes cast for all the candidates for such office, a run-off election shall be called as provided

for by the Charter of the City and the State Election Code.

The polling place for said election shall be City Hall, 702 N. Hwy 175, Seagoville, Texas 75159.

The polls shall be open from 7:00 a.m. to 7:00 p.m.

Qualified voters shall vote for a candidate for Councilmember Place 1, Councilmember Place 3 and Councilmember Place 5.

The election shall be held as a Joint Election pursuant to a Joint Election Agreement and Election Services Contract by and between the City of Seagoville, Dallas County and other political subdivisions. (the "Agreement").

Notice of said election shall be published once in the official newspaper of the City not earlier than the 30th day or later than the 10<sup>th</sup> day before election day and shall be posted on the front window used to publish notice of City Council Meetings not later than the 21<sup>st</sup> day before election day. (4.003) A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting stating the date and place of posting. (4.005).

Pursuant to the above mentioned Joint Election Agreement, the Dallas County Elections Administrator shall serve as Election Administrator for the election.

Presiding Election Judges and an Alternate Presiding Election Judge appointed to serve at said polling place shall be those election officials furnished by the Elections Administrator from the list of proposed election judges listed in an Attachment to the agreement or as otherwise selected pursuant to the terms of the agreement.

An Early Voting Ballot Board is hereby created pursuant to Section 87.001 of the Texas

Election Code. The Early Voting Ballot Board shall be made up of members appointed in the manner stated in the agreement and the Presiding Judge and Alternate Presiding Judge of the Early Voting Ballot Board shall be the election officials listed in the agreement.

### **EARLY VOTING**

Toni Pippins-Poole, Elections Administrator, is the appointed early voting clerk in compliance with Section 271.006 of the Texas Election Code. Other deputy early voting clerks will be appointed as needed to process early voting mail and to conduct early voting at the branch locations. Early voting shall also be conducted at any County Branch Early Voting location.

Early voting by personal appearance will be conducted on weekdays beginning Monday, April 25, 2016, and continuing through Friday, April 29, 2016, between 8:00 a.m. and 5:00 p.m.; Saturday, April 30, 2016, between 8:00 a.m. and 5:00 p.m.; Sunday, May 1, 2016, between 1:00 p.m. and 6:00 p.m.; Monday, May 2, 2016, between 7:00 a.m. and 7:00 p.m.; and, Tuesday, May 3, 2016, between 7:00 a.m. and 7:00 p.m. Any qualified voter for the Joint Election may vote early by personal appearance at either the main early voting location or at any of the branch locations.

### **MAIN EARLY VOTING POLLING PLACE:**

- DALLAS COUNTY RECORDS BUILDING:  
Office of the Elections Department, First Floor  
509 Main Street  
Dallas, Texas 75202

### **BRANCH EARLY VOTING POLLING PLACES:**

- CITY OF SEAGOVILLE CITY HALL  
702 N. Hwy 175  
Seagoville, Texas 75159

Other branch early voting polling locations will be published by Dallas County Elections Department.

Applications can be submitted by Mail, Carrier Delivery, Fax or Email.

**EARLY VOTING BY MAIL**

Applications for early voting ballot by mail should be mailed to:

Toni Pippins-Poole, Early Voting Clerk  
Dallas County Elections Department, 8<sup>th</sup> floor  
Health and Human Service Building  
2377 N. Stemmons Freeway  
Dallas, TX 75207

Fax: 214-819-6303

Email: [evapplications@dallascounty.org](mailto:evapplications@dallascounty.org)

All requests for early voting ballots by mail that are received by the City of Seagoville will be transported by runner on the day of receipt to Toni Pippins-Poole, Early Voting Clerk, Dallas County Elections Department, 8<sup>th</sup> floor, Health and Human Service Building, 2377 N. Stemmons Freeway, Dallas, Texas 75207.

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this the 1<sup>st</sup> day of February, 2016.

APPROVED:

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MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

**UNA RESOLUCIÓN DEL AYUNTAMIENTO DE SEAGOVILLE, TEXAS**

**RESOLUCIÓN NÚM. 04-R-16**

**ELECCIÓN DE FUNCIONARIOS MUNICIPALES**

Seagoville, Tejas

7 de mayo del 2016

**MANDATO PARA CONVOCAR ELECCIONES CONJUNTAS**

**HÁGASE A MANERA DE RECORDATORIO** que en este día 1 del mes de febrero del año 2016, en una reunión del Ayuntamiento Municipal de Seagoville, Texas, estando presente el quórum, la reunión se llamó al orden y el Ayuntamiento promulgó el mandato a continuación:

**CONSIDERANDO QUE**, el Ayuntamiento firmó o firmará un acuerdo con el Condado de Dallas y otras subdivisiones políticas para convocar las elecciones como Elecciones Conjuntas;

**AHORA, POR LO TANTO, SE ANUNCIA EL MANDATO** que se convoque las elecciones en el Municipio de Seagoville, Tejas el próximo 7 de mayo del 2016, ejerciéndose la misma el primer sábado de dicho mes, para el propósito que se menciona a continuación:

Elegir a un Concejal lugar 1 para un termino de dos (2) años, a un Concejal lugar 3 para un termino de dos (2) años, y a un Concejal lugar 5 para un termino de dos (2) años.

El candidato para tal oficina recibiendo la mayoría de todos los votos contados entre todos los candidatos para dicha oficina deberá ser electo para servir sus termino servicios o hasta que su sucesor(a) sea debidamente electo(a) y llene las cualidades establecidas.

En caso de que cualquier candidato para dicha gestión no logre acumular la mayoría de todos los votos contados entre todos los candidatos de dicha gestión, se llevará a cabo una segunda ronda de elecciones según se contempla en la Carta Constitutiva del Municipio y el Código Electoral del Estado.

Las casillas electorales para la antedicha elección se llevarán a cabo en el ayuntamiento de la Municipalidad de la Ciudad de Seagoville, 702 N. Hwy 175, Seagoville, Texas 75159.

Las casillas electorales abrirán sus puertas a partir de las 7:00 a.m. y cerrarán hasta las 7:00 p.m.

Los electores que cumplan con los requisitos votarán por elegir a un Concejal lugar 1, a un Concejal lugar 3, y a un Concejal lugar 5.

Las elecciones se llevarán a cabo como una Elección Conjunta apegándose a un Convenio de Elecciones Conjuntas y al Contrato de Servicios Electorales firmados por y con la participación de la Ciudad de Seagoville, el Condado de Dallas y otras subdivisiones políticas (el "Convenio").

La notificación de dicha elección, se publicará una sola vez en el diario oficial del Municipio antes de 30 días. día o posterior a 10 días previo al día de la elección y se exhibirá en el lugar designado para las notificaciones públicas de las Reuniones del Ayuntamiento antes de 21 días previo al día de la elección. (4.003) Se deberá conservar, como una constancia de dicha notificación, un ejemplar de la notificación publicada que contenga el nombre del periódico y la fecha de su publicación, y la persona que publique dicha notificación tomará nota de la hora de dicha publicación, la fecha en la que se publicó y el lugar donde se publicó. (4.005)

De conformidad con el Convenio de Elección Conjunta arriba mencionado, el Administrador

Electoral del Condado de Dallas quedará facultado como el Administrador Electoral para dichas elecciones.

Los jueces asignados para que presidan las elecciones y un juez alterno que presida las elecciones y que preste sus servicios en dichas casillas electorales, serán aquellos funcionarios electorales que sean nombrados por el Administrador Electoral entre una lista de jueces electorales propuestos en el Anexo del convenio, o de alguna otra manera seleccionados de conformidad con las cláusulas del convenio.

En cumplimiento con la Sección 87.001 del Código Electoral de Texas, por este medio se crea un Consejo Electoral para el Voto Anticipado. El Consejo Electoral para el Voto Anticipado deberá constar de los integrantes nombrados de la manera manifestada en el convenio; y el juez que lo presida y un juez alterno que presida el consejo para las elecciones anticipadas, serán aquellos funcionarios electorales mencionados en el convenio.

### **VOTACIÓN ANTICIPADA**

Toni Pippins-Poole, el Administrador Electoral, es nombrado como secretario del voto anticipado apegándose a la Sección 271.006 del Código Electoral de Texas. Se nombrarán a otros delegados de las elecciones anticipadas, según se considere necesario, para procesar los votos anticipados por correo y llevar a cabo las elecciones anticipadas en las ramificaciones de las casillas electorales. Las elecciones anticipadas también podrán ejercerse en cualquier casilla electoral del Condado para ejercer el voto anticipado.

La votación por apariencia temprana será conducida entre días hábiles comenzando lunes 25 de abril del 2016 y continuará hasta el viernes 29 de abril del 2016, entre las 8:00 a.m. y las 5:00 p.m., el sábado 30 de abril del 2016 entre las 8:00 a.m. y las 5:00 p.m., el domingo 1 de mayo del 2016 entre la 1:00 p.m. y las 6:00 p.m., el lunes 2 de mayo del 2016 entre las 7:00 a.m. y 7:00 p.m., y el martes 3 de mayo del 2016 entre las 7:00 a.m. y 7:00 p.m. Cualquier elector que cumpla con los

requisitos para la Elección Conjunta, podrá ejercer la votación anticipada en persona, ya sea en cualquiera de las casillas electorales para la votación anticipada o en cualquiera de sus ramificaciones.

### **UBICACIÓN DE LA SEDE PRIMARIA PARA EL VOTO ANTICIPADO**

*Edificio de los Registros del Condado de Dallas*  
Oficina del Departamento Electoral – Primer Piso  
509 Main Street  
Dallas, Texas 75202

### **OTRA UBICACIÓN DE LA SEDE PRIMARIA PARA EL VOTO ANTICIPADO**

Ciudad de Seagoville Municipalidad  
702 N. Hwy 175  
Seagoville, Texas 75159

Otra ubicación de votación anticipa y lugares de votación se publicarán por el condado de Dallas.

Las solicitudes pueden enviarse por correo, portador de la entrega, el fax o el correo electrónico.

Fax: 214-819-6303

Correo electrónico: [evapplications@dallascounty.org](mailto:evapplications@dallascounty.org)

### **VOTO ANTICIPADO POR CORREO**

Las solicitudes de boletas electorales para votar anticipadamente por correo deberán enviarse por correo a:

Toni Pippins-Poole, Early Voting Clerk  
Dallas County Elections Department, 8<sup>th</sup> floor  
Health and Human Service Building  
2377 N. Stemmons Freeway  
Dallas, TX 75207

Todas las solicitudes de boletas electorales para el voto anticipado por correo que se reciban en las instalaciones del Municipio de Duncanville les serán entregadas, el mismo día que se reciban, a Toni Pippins-Poole, Secretario Electoral del Voto Anticipado, Departamento Electoral del Condado de Dallas, en el octavo. Piso del Edificio de Servicios de Salud y Humanitarios en el 2377 N. Stemmons Freeway, Dallas, Texas 75207.

**DEBIDAMENTE EXPEDIDO ESTE MANDATO** por el Ayuntamiento Municipal de la Ciudad de Seagoville, Tejas este día 1 de febrero del año 2016.

APROBADO:

\_\_\_\_\_  
ALCALDE

ATESTIGUÓ:

\_\_\_\_\_  
SECRETARÍA DEL AYUNTAMIENTO

## *Agenda Item 3C*

*Approval of Joint Election Agreement and elections services contract with Dallas County Elections Department for the conduct of a joint election to be held May 7, 2016.*

### **BACKGROUND OF ISSUE:**

The Dallas County Elections Department will be conducting a meeting on February 4, 2016 with entities wishing to participate in the joint election. We have participated in joint elections since 2000. It is the recommendation of staff that we continue to contract with the Dallas County Elections Department for election services.

*(A copy of the draft contract will be provided to you the night of the meeting.)*

### **FINANCIAL IMPACT:**

Funding is available in the City Secretary budget for this expenditure.

## *Agenda Item 4C*

*Approval of a Resolution authorizing the Mayor to accept the Police Department's 2015 Racial Profiling Report.*

### **BACKGROUND OF ISSUE:**

In 2002, the State Legislature passed a law that requires Texas law enforcement agencies to submit their previous calendar year "racial profiling information" to their "governing body" before March 1, of the following year. For example, the 2015 Racial Profiling Report must be submitted to the City Council before March 1, 2016.

The Seagoville Police Department, in compliance with Senate Bill 1074 is in compliance with all aspects of the "Texas Racial Profiling Law." The Department's 2015 Racial Profiling Report will be provided to the City Council in a bound document the night of the meeting and electronically submitted to the Texas Commission on Law Enforcement Standards and Education.

### **FINANCIAL IMPACT:**

There are no financial impacts concerning this report other than those associated with staff-time in preparing this report.

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

**RESOLUTION NO. 05-R-16**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE MAYOR TO ACCEPT THE POLICE DEPARTMENT'S 2015 RACIAL PROFILING REPORT; 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 of the City of Seagoville, Texas, understands and supports applicable laws concerning racial profiling accountability; and

**WHEREAS**, the City Council of the City of Seagoville, Texas, supports the transparent open reporting and accounting of all police contacts covered within the Racial Profiling legislation; and

**WHEREAS**, the City Council of the City of Seagoville, Texas, authorizes the Mayor to accept the Police Department's 2015 Racial Profiling Report.

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

**SECTION 1.** The City Council of the City of Seagoville, Texas, authorizes the Mayor to accept the Police Department's 2015 Racial Profiling Report.

**SECTION 2.** The 2015 Racial Profiling Report will be filed with the Texas Commission on Law Enforcement within the mandated reporting time.

**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.** That this resolution shall take effect immediately from and after its passage as the law and Charter in such cases provide.

**DULY ORDERED** by the City Council of the City of Seagoville, Texas on the 1<sup>st</sup> day of February, 2016.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

## ***Agenda Item 5C***

***Approval of a Resolution renewing a contract with Good Earth Corporation in the amount of Eighty-Three Thousand Eight Hundred and Eighty-Two Dollars (\$83,882.00) for performing all work necessary for mowing maintenance of City parks, medians, rights-of-way, and other lots in the city for the term of one (1) year; authorizing the City Manager to execute all necessary documents; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.***

### **BACKGROUND OF ISSUE:**

Bids were received on or about January 27, 2015 for a one-year contract with the option of two (2) additional one-year renewals. The scope of the services includes: performing all work necessary for the mowing maintenance of city parks, medians, city rights-of-way, and other lots in the City of Seagoville.

Staff has been pleased with the service provided by Good Earth Corporation and recommends the City Council approving the first of two (2) additional one-year renewals, if so desire.

### **FINANCIAL IMPACT:**

Funding is available in the Parks Department budget for this expenditure.

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

**RESOLUTION NO. 06-R-16**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, RENEWING A CONTRACT WITH GOOD EARTH CORPORATION IN THE AMOUNT OF EIGHTY-THREE THOUSAND EIGHT HUNDRED AND EIGHTY-TWO DOLLARS (\$83,882.00) ANNUALLY FOR PERFORMING ALL WORK NECESSARY FOR THE MOWING MAINTENANCE OF CITY PARKS, MEDIANS, RIGHTS-OF-WAY, AND OTHER LOTS IN THE CITY FOR THE TERM OF ONE (1) YEAR; AUTHORIZING THE CITY MANAGER TO EXECUTE 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 staff is pleased with the work performed by Good Earth Corporation in the first year of their contract and invokes the first of two (2) renewals for one (1) additional year expiring February 2017; and

**WHEREAS**, the City Council approves the renewal of the Good Earth Corporation contract for \$83,882.00 annually for performing all work necessary for the mowing maintenance of city parks, medians, rights-of-way, and other lots in the City; 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 approves the first of two (2) renewals for one (1) additional year with the term expiring February 2017 of the Good Earth Corporation contract in the amount of \$83,882.00 annually for performing all work necessary for the mowing maintenance of city parks, medians, rights-of-way, and other lots in the City of Seagoville.

**SECTION 2.** The City Council authorizes the City Manager to execute any and all necessary documents.

**SECTION 3.** 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 4.** If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such 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 5.** 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 1<sup>st</sup> day of February, 2016.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

Corrected Pricing Sheet; reflecting corrected addition error in extended price  
Grand Total

Parks and Streets Mowing City of Seagoville			
LOCATION	FREQUENCY	UNIT PRICE	EXTENDED PRICE
<b>C.O. Bruce Park</b> Approx. 33 Acres 1701 N. Highway 175	28	\$ <u>660.00</u>	\$ <u>18,480.00</u>
<b>Putnam Park</b> Approx. 0.46 Acres 100 Avenue C	28	\$ <u>23.00</u>	\$ <u>644.00</u>
<b>Beardon Park</b> Approx. 17.9 Acres 500 May Road	28	\$ <u>358.00</u>	\$ <u>10,024.00</u>
<b>Casa Grande Park and Island</b> Approx. 3.0 Acres 800 Casa Grande	28	\$ <u>150.00</u>	\$ <u>4,200.00</u>
<b>Heard Park</b> Approx. 3.5 Acres 801 Shady Lane	28	\$ <u>175.00</u>	\$ <u>4,900.00</u>
<b>City Hall /Police Station/Veterans Park</b> Approx. 5.0 Acres 702/800 N. Highway 175	32	\$ <u>250.00</u>	\$ <u>8,000.00</u>
<b>Vacant Lot (Adjacent to City Hall)</b> Approx. 2.7 Acres 500 E. Farmers	16	\$ <u>135.00</u>	\$ <u>2,160.00</u>
<b>City Limit Entry Signs</b> Approx. 0.50 Acres Highway 175	16	\$ <u>25.00</u>	\$ <u>400.00</u>
<b>Highway 175 Underpass</b> Approx. 1.5 Acres Highway 175 @ Malloy Bridge Road	16	\$ <u>75.00</u>	\$ <u>1,200.00</u>
<b>Highway 175 Underpass</b> Approx. 1.50 Acres Highway 175 @ Hall Street	16	\$ <u>75.00</u>	\$ <u>1,200.00</u>
<b>Highway 175 Underpass</b> Approx. 1.50 Acres Highway 175 @ Seagoville Road	16	\$ <u>75.00</u>	\$ <u>1,200.00</u>
<b>Malloy Bridge Road Medians</b> Approx. 1 Acre Highway 175 to Cypress Street	16	\$ <u>50.00</u>	\$ <u>800.00</u>
<b>Seagoville Road Medians</b> Approx. 14.5 Acres Highway 175 to Stark Road	16	\$ <u>725.00</u>	\$ <u>11,600.00</u>
<b>Oatman Park</b> Approx. 0.8 acre 708 Elmo Drive	16	\$ <u>40.00</u>	\$ <u>640.00</u>
<b>Vacant Lot</b> Approx. 1.83 Acres 902 N. Kaufman NE Corner - Hall and Kaufman	16	\$ <u>91.50</u>	\$ <u>1,464.00</u>

**Parks and Streets Mowing  
City of Seagoville**

LOCATION	FREQUENCY	UNIT PRICE	EXTENDED PRICE
<b>Animal Shelter</b> Approx. 1.89 Acres 1330 E. Malloy Bridge Road Unfenced Area	20	\$ <u>94.50</u>	\$ <u>1,890.00</u>
<b>Sewer Lot</b> Approx. 4.0 Acres 1330 E. Malloy Bridge Road Fenced Area	16	\$ <u>200.00</u>	\$ <u>3,200.00</u>
<b>Soccer Complex</b> Approx. 19 Acres 15601 Clover Hill	16	\$ <u>380.00</u>	\$ <u>6,080.00</u>
<b>Fire Ant Treatment As Needed</b> Medians, Rights-of-Way, Parks, and/or Facilities Per Acre	20	\$ <u>245.00</u>	\$ <u>4,900.00</u>
<b>Additional Mowing As Needed</b> Medians, Rights-of-Way, Parks, and/or Facilities Per Acre	15	\$ <u>50.00</u>	\$ <u>750.00</u>
<b>Grassy/Weed Spraying As Needed</b> Medians, Rights-of-Way, Parks, and/or Facilities Per Acre	5	\$ <u>30.00</u>	\$ <u>150.00</u>
<b>Good Earth Corporation</b> 8020 Heinen Drive Dallas, TX 75227		<b>TOTAL</b>	\$ <b><u>83,882.00</u></b>

## ***Agenda Item 6C***

***Approval of an Ordinance amending Chapter 11, "Health and Sanitation", Article 11.02, "Food and Food Establishments", to ensure the Ordinance is consistent with amendments to state law, effective October 11, 2015; providing a repealing clause; providing a severability 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.***

### **BACKGROUND OF ISSUE:**

The state recently recodified and renamed the State Food Establishment rules. We are updating the ordinances which reference these rules, so they are consistent with state law.

An ordinance revising Chapter 11 of Seagoville's Code of Ordinances is attached, providing the necessary changes for the Council's approval.

### **FINANCIAL IMPACT:**

N/A

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS**

**ORDINANCE NO. 03-16**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 11, "HEALTH AND SANITATION", ARTICLE 11.02, "FOOD AND FOOD ESTABLISHMENTS", TO ENSURE THE ORDINANCE IS CONSISTENT WITH AMENDMENTS TO STATE LAW, EFFECTIVE OCTOBER 11, 2015; PROVIDING A REPEALING CLAUSE, PROVIDING A SEVERABILITY 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 Retail Food Establishment rules provided under the Texas Administrative Code have been amended, effective October 11, 2015; and

**WHEREAS**, the City of Seagoville desires to adopt and enforce rules concerning food safety which are consistent with the state rules; and

**WHEREAS**, the City Council for the City of Seagoville finds it will benefit the citizens of the City of Seagoville to amend the City's Code of Ordinances as it pertains to Food and Food Establishment Sanitation, to ensure the City's rules are consistent with the Texas Retail Food Rules, as provided for 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 is amended by amending Chapter 11 "Health and Sanitation", by amending Article 11.02, "Food and Food Establishments" to read as follows:

**"ARTICLE 11.02. - FOOD AND FOOD ESTABLISHMENTS**

....

**Sec. 11.02.003 State rules adopted**

All food service establishments, mobile food establishments and temporary food establishments shall be subject to the inspection of its establishment, vehicle or temporary establishment; the issuance, suspension and revocation of any permits to operate; the prohibiting of the sale of unsound or mislabeled food or drink; and the enforcement of this article shall be regulated in accordance with the current edition of the Texas Department of Health's "Texas Retail Food

Rules,” 25 TAC sections 228.1-228.278; and, all such establishments shall comply with the requirements of the Texas Retail Food Rules unless specifically exempt in this article.

**Sec. 11.02.004 Definition**

The definitions established in the Texas Retail Food Rules, as amended, shall apply except as been otherwise adopted in this chapter.

....

Texas Retail Food Rules or food code. The Texas Retail Food Establishment Rules, 25 TAC sections 228.1-228.278.

....

**Sec. 11.02.007 Report of inspections**

Whenever an inspection of a temporary food establishment or commissary is made, the findings shall be recorded on the inspection report form set out in 25 TAC sections 228.1-228.278 of the state rules adopted herein. The inspection report form shall summarize the requirements of this article and shall set forth a weighted point value for each requirement. Inspectional remarks shall be written to reference, by section number, the section violated and shall state the correction to be made. The rating score of the establishment shall be the total of the weighted point values for all violations, subtracted from one hundred (100). A copy of the completed inspection report form shall be furnished to the person in charge of the establishment at the conclusion of the inspection. The completed inspection report form is a public document that shall be made available for public disclosure to any person who requests it according to law.

....

**Sec. 11.02.010 Examination and condemnation of food**

Food may be examined or sampled by the city as often as necessary for enforcement of this article. The city may, upon written notice to the owner or person in charge, specifying with particularity the reasons therefore, place a hold order on any food which it believes is in violation of 25 TAC sections 228.1-228.278 of the state rules adopted by section 11.02.003 or any other section of this article. The city shall tag, label, or otherwise identify any food subject to the hold order. No food subject to a hold order shall be used, served, or moved from the establishment. The city shall permit storage of the food under conditions specified in the hold order, unless storage is not possible without risk to the public health, in which case immediate destruction shall be ordered and accomplished. The hold order shall state that a request for hearing may be filed within ten (10) days and that if no hearing is requested, the food shall be destroyed. If a request for hearing is received, the hearing shall be held within twenty (20) days after receipt of this request. On the basis of evidence produced at that hearing, the hold order may be vacated or

the owner or person in charge of the food may be directed by written order to denature or destroy such food or to bring it into compliance with the provisions of this article.”

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

**SECTION 3.** 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 invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 4.** 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 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 5.** This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 1st day of February, 2016.

**APPROVED:**

\_\_\_\_\_  
**DENNIS K. CHILDRESS, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**DARA CRABTREE, CITY SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**ALEXIS ALLEN, CITY ATTORNEY**

## *Agenda Item 7C*

*Approval of a Resolution authorizing the Mayor to execute the Settlement and Release Agreement with Oncor Electric Delivery for the overbilling of street light numbers; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.*

### **BACKGROUND OF ISSUE:**

Following a recent audit by Oncor of their street light accounts from January 2008 to present, it was determined the City of Seagoville was paying excess charges not only for transmission and distribution services, but also for energy.

To fully and finally resolve all disputes and claims arising out of or related to the billings by Oncor the City will need to execute the attached Settlement and Release Agreement.

The Agreement has been reviewed and approved by our attorneys. Staff is recommending approval by the City Council, if so desired.

### **FINANCIAL IMPACT:**

Upon approval and execution of the Agreement, Oncor will issue payment to the City of Seagoville in the amount of \$4,442.68.

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

**RESOLUTION NO. 07-R-16**

**A RESOLUTION OF THE CITY OF SEAGOVILLE AUTHORIZING THE MAYOR TO EXECUTE THE SETTLEMENT AND RELEASE AGREEMENT WITH ONCOR ELECTRIC DELIVERY FOR THE OVERBILLING OF STREET LIGHT NUMBERS; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council agree that Oncor and Oncor's predecessors in interest have been billing either directly to the City prior to deregulation in January 2002 or to retail providers since deregulation for service to unmetered street light for which the City is the end-use customer; and

**WHEREAS**, following an audit by Oncor it was determined for an underdetermined period of time the City of Seagoville has been paying excess charges for not only transmission and distribution service, but also for energy; and

**WHEREAS**, the Settlement and Release Agreement will fully and finally resolve all disputes and claims arising out of or related to the billings by Oncor or its predecessors, the City's retail electric providers, and affiliated companies of each, for electricity consumed by the street lights; and

**WHEREAS**, the terms of the Agreement include cash payment by Oncor to the City of Seagoville in the sum of \$4,442.68 no later than 30 days following the execution date; and

**WHEREAS**, the City Council for the City of Seagoville, Texas has reviewed the Settlement and Release Agreement 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 Mayor is hereby authorized, on behalf of the City of Seagoville, Texas to sign the Settlement and Release Agreement, a copy of which is attached as Exhibit "A" and made a part hereof for all purposes.

**SECTION 2.** All resolutions of the City of Seagoville heretofore adopted which are in conflict with 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, as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Seagoville, Texas on the 1<sup>st</sup> day of February, 2016.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

## SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement") is made and entered into as of December 10, 2015 (the "Effective Date") by and between Oncor Electric Delivery Company LLC ("Oncor") and the City of Seagoville, Texas (the "City").

**WHEREAS**, Oncor and the City agree that Oncor and its predecessors in interest have been billing – either directly to the City prior to the start of retail competition in January 2002 or to retail electric providers serving the City since the start of retail competition in January 2002 – for providing service to unmetered street lights (the "Street Lights") for which the City is the end-use customer; and

**WHEREAS**, Oncor and the City agree that Oncor's billings have, for an undetermined period of time, been inaccurate with respect to the number and/or type and/or size of Street Lights for which the City is the end-use customer; and

**WHEREAS** Oncor and the City recognize that the information is not readily available to determine the exact number, type and size of streetlights provided by Oncor during the past; and

**WHEREAS** the overbilling of street light numbers has resulted in City paying excess charges not only for transmission and distribution service, but also for energy; and

**WHEREAS**, Oncor and the City wish to avoid the expense of proceedings at either the Public Utility Commission of Texas or state district court; and

**WHEREAS**, Oncor wishes to avoid the expense Oncor would incur if it were required to cancel/rebill prior bills or invoices to the City or to the City's retail electric provider(s).

**NOW, THEREFORE**, in order to fully and finally resolve all disputes and claims arising out of or related to the billings by Oncor, Oncor's predecessors in interest, the City's retail electric providers, and the affiliated companies of each, for electricity consumed by the Street Lights, and for the mutual covenants set forth in this Agreement, the adequacy and sufficiency of which is acknowledged, Oncor and the City agree as follows:

### **1. PAYMENT TO THE CITY**

No later than 30 days after the latest signature date set below, Oncor will pay the City the sum of \$4,442.68.

**2. RELEASE OF ONCOR AND ITS AFFILIATES, AND OF RETAIL ELECTRIC PROVIDERS WHO PROVIDED STREET LIGHT SERVICE TO THE CITY**

The City, on behalf of itself and its successors and assigns and any and all persons, entities or municipalities claiming by, through or under them, hereby **RELEASES, DISCHARGES AND ACQUITS**, forever and for all purposes, Oncor, its predecessors in interest, and each of their respective agents, employees, officers, directors, shareholders, partners, insurers, attorneys, legal representatives, successors, and assigns, as well as all affiliated companies, including TXU Energy Company LLC and its subsidiaries, as well as all retail electric providers from whom the City has taken retail electric service, for Street Lights from and against any and all liability which they now have, have had, or may have, and all past, present and future actions, causes of action, claims, demands, damages, costs, expenses, compensation, losses, and fees of any kind or nature whatsoever, whether known or unknown, fixed or contingent, in law or in equity, whether asserted or unasserted, whether now existing or accruing in the future, arising out of or related to the calculation, reporting, billing or invoicing of charges to the City for electric service for Street Lights through December 10, 2015.

**3. AGREEMENT AS TO ACCURACY OF CURRENT STREET LIGHT BILLING INFORMATION**

City does not dispute and agrees not to dispute that the current Street Light billing information being used by Oncor for the City's Street Lights, including but not limited to the number, types and sizes of Street Lights, as detailed on Attachment A, is accurate as of December 10, 2015.

**4. WARRANTY AS TO AUTHORITY**

Oncor and the City each warrant that the person executing this Agreement on their behalf has the authority to bind the entity for whom such person signs this Agreement.

**5. MISCELLANEOUS PROVISIONS**

A. The parties acknowledge and agree that the terms of this Agreement are all contractual and not mere recitals.

B. The parties acknowledge that they have read this Agreement in its entirety, understand its terms, and that this Agreement is entered into voluntarily, without duress, and with full knowledge of its legal significance.

C. This Agreement may not be modified in any manner, nor may any rights provided for herein be waived, except in an instrument in writing signed by each party.

D. This Agreement shall be construed in accordance with the laws of the State of Texas.

E. This Agreement, and any amendment hereto, may be executed in one or more counterparts. All of such counterparts shall constitute one and the same agreement. The parties expressly agree that any counterparts signed and delivered by electronic copy or facsimile shall be deemed original document and shall legally bind the parties to the same extent as originals.

**IN WITNESS THEREOF**, each party, by its duly authorized representative, has executed this Agreement as of the applicable date set forth below, and by such execution, giving the Agreement full force and effect as of the Effective Date.

**ONCOR ELECTRIC DELIVERY COMPANY LLC**

By: \_\_\_\_\_

Its: Vice President

**STATE OF TEXAS §**

**COUNTY OF DALLAS §**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_,  
by \_\_\_\_\_, of Oncor Electric Delivery Company LLC, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of Texas

THE CITY OF \_\_\_\_\_, TEXAS

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
201 \_\_, by \_\_\_\_\_, on behalf of the City of \_\_\_\_\_, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

# ATTACHMENT A

## CITY OF SEAGOVILLE STREET LIGHTING BILLING TABLE AS OF DECEMBER 10, 2015

Account	Description		Count	Last Run	Wattage	Type	Schedule
6000518	SEAGOVILLE, CITY OF	(100,HP,A)	398	12/10/2015	100	HP	A
4404491	SEAGOVILLE, CITY OF	(150,HP,A)	8	12/10/2015	150	HP	A
4404522	SEAGOVILLE, CITY OF	(175,MV,A)	116	12/10/2015	175	MV	A
8321931	SEAGOVILLE, CITY OF	(200,HP,A)	40	12/10/2015	200	HP	A
7387250	SEAGOVILLE, CITY OF	(250,HP,A)	7	12/10/2015	250	HP	A
4404615	SEAGOVILLE, CITY OF	(400,HP,A)	18	12/10/2015	400	HP	A
4404584	SEAGOVILLE, CITY OF	(400,MV,A)	7	12/10/2015	400	MV	A



## City of Seagoville - Oncor Streetlight Audit Summary 2015

Inventory Counts				
Pre-Survey Light Total	Lights Surveyed	Lights Correct	Total Errors	Post-Survey Light Total
594	594	563	31	594
(11/30/15)	100.00%	94.78%	5.22%	(12/10/15)

Audit Findings				
Record Errors	Wattage	Removes	New Adds to Existing Premises	New Adds, Not in Billing System
31	24	4	3	1
100.00%	77.42%	12.90%	9.68%	

Settlement Calculations						
Adds - Lights in Field		Removes - Light not in Field		Net	Unit Settlement	Extended Amount
1	100-HP,A	0	100-HP,A	-1	\$75.86	(\$75.86)
3	175-MV,A	2	175-MV,A	-1	\$87.74	(\$87.74)
0	200-HP,A	2	200-HP,A	2	\$1,485.73	\$2,971.46
4		4		0		\$2,807.86

Wattage Correction Changes	\$1,634.82
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<b>Total Settlement to be Paid</b>	<b>\$4,442.68</b>
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City of Seagoville

Line #	GLN	Qty	Original Light Type		Action Taken	Correct Qty	Correct Light Type	Audit Time Stamp	Record Notes	Unit Settlement
<b>Lights Added to Existing Premises</b>										
1	4057263-3557323	0	No Light	SEA	A^Add	1	175 MV	12/4/2015 9:22:54	Added 175MV	
2	4049093-3561446	0	No Light	SEA	A^Add	1	175 MV	12/4/2015 10:15:25	Added 175MV	
3	4051912-3561339	0	No Light	SEA	A^Add	1	100 HP	12/4/2015 9:44:18	Billing correction, change to City of Seagoville	
		0				3				

Line #	GLN	Qty	Original Light Type		Action Taken	Correct Qty	Correct Light Type	Audit Time Stamp	Record Notes	Unit Settlement
<b>Lights Removed</b>										
1	4063625-3551584	1	175 MV	SEA	A^Remove	0	No Light	12/4/2015 12:54:25	Removed 175MV	
2	4063258-3551275	1	175 MV	SEA	A^Remove	0	No Light	12/7/2015 9:14:53	Removed 175MV	
3	4057994-3556321	1	200 HP	SEA	A^Remove	0	No Light	12/4/2015 11:18:34	Removed 200HP	
4	4058438-3556131	1	200 HP	SEA	A^Remove	0	No Light	12/4/2015 11:20:10	Removed 200HP	
		4				0				

Line #	GLN	Qty	Original Light Type		Action Taken	Correct Qty	Correct Light Type	Audit Time Stamp	Record Notes	Unit Settlement
<b>Wattage Change</b>										
1	4051596-3562070	1	100 HP	SEA	A^Add	1	150 HP	12/4/2015 9:45:39	Changed 100HP to 150HP	(\$253.17)
2	4055167-3560452	1	100 HP	SEA	A^Add	1	175 MV	12/4/2015 8:59:47	Changed 100HP to 175MV	(\$194.20)
3	4062609-3557602	1	100 HP	SEA	A^Add	1	175 MV	12/4/2015 15:10:44	Changed 100HP to 175MV	(\$194.20)
4	4065936-3548499	1	100 HP	SEA	A^Add	1	175 MV	12/4/2015 13:25:17	Changed 100HP to 175MV	(\$194.20)
5	4063751-3559096	1	100 HP	SEA	A^Add	1	250 HP	12/4/2015 14:31:01	Changed 100HP to 250HP	(\$484.15)
6	4060919-3555457	1	175 MV	SEA	A^Add	1	100 HP	12/4/2015 7:56:34	Changed 175MV to 100HP	\$200.20

Oncor Audit Results - Inventory Corrections

2015

7	4054115-3561498	1	175 MV	SEA	A^Add	1	100 HP	12/4/2015 8:57:03	Changed 175MV to 100HP	\$200.20
8	4057150-3551150	1	175 MV	SEA	A^Add	1	100 HP	12/4/2015 11:34:20	Changed 175MV to 100HP	\$200.20
9	4061340-3557174	1	175 MV	SEA	A^Add	1	100 HP	12/4/2015 15:13:21	Changed 175MV to 100HP	\$200.20
10	4066262-3558142	1	175 MV	SEA	A^Add	1	100 HP	12/4/2015 14:17:58	Changed 175MV to 100HP	\$200.20
11	4065724-3558931	1	175 MV	SEA	A^Add	1	100 HP	12/4/2015 14:19:35	Changed 175MV to 100HP	\$200.20
12	4064894-3558591	1	175 MV	SEA	A^Add	1	100 HP	12/4/2015 14:20:39	Changed 175MV to 100HP	\$200.20
13	4064541-3558303	1	175 MV	SEA	A^Add	1	100 HP	12/4/2015 14:21:18	Changed 175MV to 100HP	\$200.20
14	4048655-3560937	1	175 MV	SEA	A^Add	1	100 HP	12/4/2015 10:17:12	Changed 175MV to 100HP	\$200.20
15	4048700-3561188	1	175 MV	SEA	A^Add	1	100 HP	12/4/2015 10:27:44	Changed 175MV to 100HP	\$200.20
16	4062327-3554100	1	175 MV	SEA	A^Add	1	100 HP	12/4/2015 12:30:21	Changed 175MV to 100HP	\$200.20
17	4062817-3551375	1	175 MV	SEA	A^Add	1	100 HP	12/4/2015 13:06:17	Changed 175MV to 100HP	\$200.20
18	4064091-3559432	1	175 MV	SEA	A^Add	1	250 HP	12/4/2015 14:30:09	Changed 175MV to 250HP	(\$289.95)
19	4065669-3550190	1	175 MV	SEA	A^Add	1	400 MV	12/4/2015 13:37:14	Changed 175MV to 400MV	(\$635.56)
20	4064060-3557035	1	200 HP	SEA	A^Add	1	100 HP	12/4/2015 14:40:01	Changed 200HP to 100HP	\$359.43
21	4063227-3551344	1	200 HP	SEA	A^Add	1	175 MV	12/4/2015 13:03:19	Changed 200HP to 175MV	\$159.23
22	4063567-3551473	1	200 HP	SEA	A^Add	1	250 HP	12/4/2015 12:52:37	Changed 200HP to 250HP	(\$136.94)
23	4060212-3554483	1	400 HP	SEA	A^Add	1	250 HP	12/4/2015 11:53:03	Changed 400HP to 250HP	\$597.96
24	4062732-3553840	1	400 MV	SEA	A^Add	1	200 HP	12/4/2015 12:32:30	Changed 400MV to 200HP	\$498.17
		24				24				\$1,634.82

Line #	Lat	Log	Location	Qty	Owner	Light Type	Description	Audit Time Stamp
<b>New Lights Added, Not in Billing System</b>								
1	32.6388232473894	-96.5343434471288	104 E Retha St, Seagoville, TX 75159, USA	1	Oncor	175-MV	WOOD POLE. OPEN- BOTTOM STREETLIGHT FIXTURE. OH FEED. SE CNR OF E.RETHA ST	12/4/2015 13:56:51
				1				

## *Agenda Item 8C*

*Approval of a Resolution authorizing the County of Dallas to resell tax foreclosed property located at 809 Armstrong Road, Seagoville, Texas, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code.*

### **BACKGROUND OF ISSUE:**

Dallas County is preparing for the resale of certain tax foreclosed properties for which Dallas County is Trustee for the taxing authorities.

Several parcels of land were offered for sale by the Sheriff of Dallas County, Texas, at public auction pursuant to a judgment of the District Court of Dallas County, Texas, for foreclosure of the tax liens securing payment of delinquent property taxes, accrued penalty and interest, and court costs. Those parcels of land which did not receive a sufficient bid as set by law were struck off to the County of Dallas, the City of Seagoville, and Dallas Independent School District, (Taxing Authorities) pursuant to Section 34.01(j) of the Property Tax Code. By this resolution, the County of Dallas, as Trustee for itself and the other Taxing Authorities is authorized to resell these struck off parcels of land, which did not receive a sufficient bid as set by law and to execute quitclaim deeds for said parcels conveying the right, title, and interest acquired or held by the City of Seagoville as a party to the judgment foreclosing tax liens.

### **FINANCIAL IMPACT:**

N/A

# **A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS**

## **RESOLUTION NO. 08-R-16**

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING DALLAS COUNTY TO RESELL TAX FORECLOSED PROPERTIES LOCATED AT 809 ARMSTRONG ROAD BY PUBLIC OR PRIVATE SALE, TO THE HIGHEST QUALIFIED PURCHASER, AS PROVIDED BY SECTION 34.05 OF THE TEXAS PROPERTY TAX CODE**

**WHEREAS,** this matter was briefed to the Seagoville City Council (“City Council”) on February 01, 2016, wherein the City Council agreed to use this form of Resolution to provide the County of Dallas consent to sell specific properties to the highest qualified purchaser by public or private sale; and

**WHEREAS,** several parcels of land were offered for sale by the Sheriff of Dallas County, Texas, at public auction pursuant to a judgment of the District Court of Dallas County, Texas, for foreclosure of the tax liens securing payment of delinquent property taxes, accrued penalty and interest, and court costs; and

**WHEREAS,** those parcels of land which did not receive a sufficient bid as set by law were struck off to the County of Dallas, the City of Seagoville and Dallas Independent School District (Taxing Authorities) pursuant to Section 34.01(j) of the Property Tax Code; and

**WHEREAS,** by this resolution, the County of Dallas, as Trustee for itself and the other Taxing Authorities is authorized to resell these struck off parcels of land, which did not receive a sufficient bid as set by law and to execute quitclaim deeds for said parcels conveying the right, title, and interest acquired or held by the City of Seagoville as a party to the judgment foreclosing tax liens, and

**WHEREAS,** the City of Seagoville desires to resell said parcel(s) in an expeditious manner pursuant to Section 34.05 of the Property Tax Code.

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

**Section 1.** The City does hereby provide specific authorization to the County of Dallas to act as Trustee to offer for sale by public or private sale the parcels of land shown in Exhibit “A,” attached hereto and made a part hereof and the Seagoville City Council does hereby consent to the sale of said parcels to the highest purchaser, even if the amount tendered is less than the market value of the land specified in the judgment of foreclosure or the total amount of the judgment against the property in compliance with Section 34.05(i) of the Texas Property Tax Code, or for an amount equal to or greater than its current market value as shown by the most recent certified appraisal role, if the sum of the amount of the judgment plus post-judgment taxes, penalties, and interest owing against the property exceeds the market value in compliance with Section 34.05(j) of the Texas Property Tax Code, and each taxing unit entitled to receive proceeds of the sale consents to the sale for that amount.

**Section 2.** This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the law.

**PASSED and APPROVED** this 1<sup>st</sup> day of February, 2016 by the City of Seagoville City Council, Seagoville, Texas.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**\*\*\*\*\*ATTACH EXHIBIT "A"\*\*\*\*\***

# EXHIBIT "A"

## TAX FORECLOSURE PROPERTIES STRUCK OFF TO THE COUNTY OF DALLAS AS TRUSTEE FOR DALLAS I.S.D. & CITY OF SEAGOVILLE

STREET ADDRESS	TAX ACCOUNT #	JUDGMENT CAUSE NO. / DATE	IMPROVED / UNIMP.	LAND SIZE (APPROX.)	JUDGMENT/ STRIKE OFF AMOUNT	MARKET VALUE SPECIFIED IN JUDGMENT	CERTIFIED 2015 DCAD VALUE	TAX YEARS INCLUDED IN JUDGMENT (COUNTY/CITY/ SCHOOL)	DATE OF SHERIFF'S SALE
809 Armstrong Rd., Seagoville, Texas	50032500020230000	TX-14-30029 3/30/2015	Improved	11,250 SF	\$59,614.84	\$85,180	\$85,180	County: 2011-2014 City: 2011-2014 DISD: 2011-2014	12/1/2015

## ***Agenda Item 9C***

***Approval of a Resolution entering into a Professional Services Agreement with Pipeline Analysis, LLC in the amount of Twenty-Five Thousand Seven Hundred Dollars (\$25,700.00) for the purpose of preparation of a Sanitary Sewer System Capacity, Management, Operation and Maintenance (CMOM) Plan; authorizing the City Manager to execute all necessary documents; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.***

### **BACKGROUND OF ISSUE:**

The City of Seagoville is under an Administrative Order from the Environmental Protection Agency (EPA), to develop a Capacity, Management, Operation and Maintenance Plan over the next 365 days. There are several compliance standards that will require expert sanitary sewer engineering advice to complete. Pipeline Analysis, LLC is currently under contract with the North Texas Municipal Water District and several other municipalities in the area to accomplish the same tasks as Seagoville. Approval of this Professional Services Agreement will assist the City in achieving compliance with the EPA's Administrative Order.

### **FINANCIAL IMPACT:**

If approved, funding for this Professional Services Agreement in the amount of \$25,700 will be made from Reserves in the Water and Sewer Fund.

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

**RESOLUTION NO. 09-R-16**

**A RESOLUTION ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT WITH PIPELINE ANALYSIS, LLC IN THE AMOUNT OF TWENTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$25,700.00) FOR THE PURPOSE OF PREPARATION OF A SANITARY SEWER SYSTEM CAPACITY, MANAGEMENT, OPERATION AND MAINTENANCE (CMOM) PLAN; AUTHORIZING THE CITY MANAGER TO EXECUTE 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 for the City of Seagoville, Texas desires to enter into a Professional Services Agreement with Pipeline Analysis, LLC, a Texas limited liability company; and

**WHEREAS**, Pipeline Analysis, LLC will be compensated twenty-five thousand seven hundred dollars (\$25,700.00) for the purpose of preparation of a Sanitary Sewer System Capacity, Management, Operation and Maintenance (CMOM) Plan; and

**WHEREAS**, the City Council for the City of Seagoville, Texas has reviewed the Professional Services Agreement 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 the Professional Services Agreement, with Pipeline Analysis, LLC, attached hereto as Exhibit "A" and made a part hereof for all purposes.

**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 1<sup>st</sup> day of

February, 2016.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services (“Agreement”) is made by and between the City of Seagoville, Texas (“City”) and Pipeline Analysis, LLC, a Texas limited liability company (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, City desires in connection with the preparation of a Capacity, Management, Operation and Maintenance (“CMOM”) Self Audit on City’s wastewater collection system for improved performance (the “Project”) to engage the services of Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) on the terms and conditions set forth in this Agreement; and

**WHEREAS**, Professional desires to render professional services for City on the terms and conditions set forth in this Agreement;

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I**  
**Term**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services set forth in the Scope of Services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination, Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

**Article II**  
**Scope of Service**

2.1 Professional shall perform the services in connection with the Project as set forth in Exhibit “A”, Scope of Services (“Scope of Services”).

EXHIBIT "A"

2.2 City shall provide Professional with the information set forth in Exhibit "D", if any, as set forth in Exhibit "D".

2.3 The Parties acknowledge and agree that any and all opinions provided by Professional in connection with the Scope of Services represent the professional judgment of Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

2.4 Upon payment of all amounts due Professional hereunder, all materials and reports prepared by Professional in connection with this Agreement shall become the property of City. City shall have the right to publish, disclose, distribute and otherwise use such materials and reports only for those purposes for which they were intended. Subject to the foregoing, Professional shall upon completion of the services, or earlier termination, provide City with reproductions of all drawings, materials, specifications, reports, maps, and exhibits prepared by Professional pursuant to the Scope of Services.

### **Article III Schedule of Work**

Professional agrees to complete the required services in accordance with the Project Schedule outlined in Exhibit "B".

### **Article IV Compensation and Method of Payment**

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in Exhibit "C" (the "Compensation Schedule"). Unless otherwise provided herein, payment to Professional shall be monthly based on Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of Professional's employees, agents, contractors performing the services, the time worked, the actual services performed the rates charges for such service, reimbursable expenses, the total amount of fee earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the services and City acceptance of the delivery of the hard copy and electronic copy of the final report as described in the Scope of Services.

4.2 Unless otherwise provided in Exhibit "C" Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

**Article V**  
**Devotion of Time; Personnel; and Equipment**

5.1 Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should City require additional services not included under this Agreement, Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for Professional to perform the services under this Agreement, Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that Professional may deem proper to aid or assist in the performance of the services under this Agreement. Professional shall provide written notice to and approval from City prior to engaging services not referenced in Exhibits "A" or "C". The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by City unless provided differently herein.

5.3 Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by City or more frequently as may be required by City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

**Article VI**  
**Miscellaneous**

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to the subject matter of this Agreement.

6.2 Assignment. Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by Professional to which City has consented, the assignee shall agree in writing with City to assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended only by the written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. The Parties agree that Professional, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Professional's services. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor and not as an agent or employee of City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Right-of-Access. Professional shall not enter onto private property without lawful right-of-access to perform the required surveys, studies, or other necessary investigations. Professional will take reasonable precautions to minimize damage to private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Attn: Pat Stallings  
City Manager  
City of Seagoville, Texas  
702 N. Highway 175  
Seagoville, Texas 75159  
Telephone: 972-287-2050

With Copy to:

Alexis G. Allen  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard  
Dallas, Texas 75201  
Telephone: 214.965.9900

If intended for Professional:

Attn: James H. Forbes, Jr., P.E.  
Pipeline Analysis, LLC  
1115 Main Street  
Garland, Texas 75040  
Telephone: 800.637.0164

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate.
- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to City for cancellation of the insurance; (3) provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. Professional shall provide written notice to City of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by City.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, Professional, as the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither Professional nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If, during the term of this Agreement, Professional or its principals become debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Professional shall immediately inform City.
- (c) For contracts that are financed by Federal or State grants, Professional agrees that this section will be enforced on each of its subcontractors, and will inform City of any violations of this section by subcontractors to this Agreement.
- (d) The certification in this section is a material representation of fact relied upon by City in entering into this Agreement.

6.12 Indemnification. CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON TO THE EXTENT ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF

COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

*(Signature Page to Follow)*

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF SEAGOVILLE, TEXAS**

By: \_\_\_\_\_  
Pat Stallings, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Dara Crabtree, City Secretary

**SIGNED AND AGREED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**PIPELINE ANALYSIS, LLC**

By: \_\_\_\_\_  
James H. Forbes, Jr., P.E., President

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

#### **BACKGROUND**

City of Seagoville has identified Pipeline Services to perform a CMOM Self Audit on City's wastewater collection system for improved performance. The main objective is to determine the list of needs and prioritize the list based on available resources. The approach to the Capacity, Management, Operation and Maintenance (CMOM) Plan is organized around City's objectives for this project as follows

- Anticipated EPA Requirements regarding CMOM Plan preparation
- Reduction in Sanitary Sewer Overflows
- Cost controls and Least Cost Alternatives
- Attainment of long-term Infiltration/Inflow solutions
- Collection System Capacity Assurance
- Regulatory compliance
- Sustainability of Program Elements
- Customer satisfaction

#### **GENERAL INFORMATION**

The CMOM Plan is a guidance document that provides a central location for current City practices, standard operating procedures, responsibilities and methods that will be used to update operating procedures and monitor the effectiveness of wastewater collection system programs.

#### **OBJECTIVES**

This project will address the following objectives:

- Prepare a CMOM Plan that follows the 2005 EPA CMOM Guidance Document and addresses the key elements that relate to the City of Seagoville wastewater collection system
- CMOM Plan will provide for sustainability and monitoring of various program elements
- CMOM Plan will be used to monitor the effectiveness of various CMOM elements on an annual basis and revise the CMOM when applicable
- Provide documentation in a format so revisions to the CMOM Plan can be readily made by City staff

## **CMOM Plan Scope of Services**

### **BASIC SERVICES**

#### ***Objectives and Background***

Pursuant to this Scope of Work, Pipeline Analysis, LLC (Consultant) will perform professional engineering services for the City of Seagoville. Specific assignments to be performed by Consultant under this solicitation include assistance to develop a Capacity, Management, Operation, and Maintenance (CMOM) Plan. These services will consist of engineering analysis to address requirements of wastewater collection system inspection, evaluation, planning, information management, training, and reporting needed for asset management and regulatory compliance related to sanitary sewer overflows (SSOs), CMOM, and development of best management practices (BMP's) for collection system operation and maintenance (O&M). For purposes of this solicitation the wastewater collection system is considered to include gravity sewers, lift/pump stations, force mains, and supporting services and facilities owned by the City of Seagoville.

The CMOM Plan is intended to provide a structured plan for collection system management in order to optimize system performance, provide sustainability and develop specific plans for capital improvement and maintenance activities needed to operate, manage, and maintain the collection system to minimize SSO's.

CMOM guidelines being forwarded by EPA require that wastewater utilities: 1) properly manage, operate and maintain all parts of the collection system; 2) provide adequate capacity to convey base and peak flows; 3) take all feasible steps to stop and mitigate the impact of SSOs; 4) provide notification to affected parties in the event of an overflow; and 5) document the CMOM program.

#### ***CMOM Project Description***

Development of the CMOM Plan will utilize information compiled by the City of Seagoville to the fullest extent possible. The program will include two parts. The first is completion of a CMOM Self-audit of current management, operating, and maintenance programs of the wastewater collection system using the information provided by the City of Seagoville. The CMOM audit is not an infrastructure or engineering assessment but rather an evaluation of programs the City carries out regularly to meet the needs of the public. The second is development of a work plan to address program deficiencies discovered by the audit review. Consultant will perform the audit, facilitate the development of a written plan to address deficiencies, and report on the findings.

Consultant will lead the effort and assist the City through the audit process by identifying the steps needed to successfully complete the audit, identifying and assisting with data collection, helping establish performance measures for each of its operating functions, verifying data, and preparing an audit report and summary of results and recommendations. If areas of improvement are discovered in the audit, as a second task, Consultant will facilitate the development of a plan

to address these deficiencies. Consultant will arrange and conduct meetings of City staff to formulate the plan. This plan is likely to include several aspects of information technology relating to documenting, reporting and sustaining the multiple CMOM operating programs to the satisfaction of regulatory agencies.

The City currently has a number of successful support programs that may need to be integrated into the overall framework of the CMOM Plan. The following program activities have been identified as having functions needed on an on-going basis as part of the program:

- Geographic Information System (GIS) - Provides an inventory of installed piping, pipe size, and material.
- Computerized Management and Maintenance System (CMMS) - used for generation of CMOM reports and tracking documents, spare part inventories, maintenance schedules, and training records to the extent possible.
- Hydraulic Modeling - Verification of hydraulic capacity of the system.
- Planning efforts
- O&M Manuals - Review existing O&M Manuals to facilitate repairs and maintenance of equipment.
- Record Drawings and Specifications
- Computer Aided Drafting and Design (CADD) files of plans.
- Condition Assessment status including Closed-Circuit Television (CCTV) Inspections
- Supervisory Control and Data Acquisition (SCADA) - SCADA information may be used to identify pump station capacity and maintenance problems and direct preventative maintenance operations.
- Hot spot cleaning program and system-wide cleaning program
- SSO Reporting
- Budgeting and Accounting –Review system used for tracking of capital and O&M expenditures and costs.
- Property Accounting - Verification of total value of assets and remaining service life.
- Sanitary Sewer Evaluation Survey (SSES)
- Customer Information System (CIS)
- Safety Program documentation
- FOG Program documentation
- Overflow Response Plan documentation
- Applicable Standard Operating Procedures

### ***Project Elements***

The project will include the following specific tasks or elements:

#### **1. Prepare CMOM Self-Audit**

With assistance from City staff and use of the NTMWD CMOM Questionnaire, previously prepared by the City of Seagoville, Consultant shall facilitate and complete a CMOM Self-

Audit using the USEPA's Region IV CMOM Self-Audit/Self-Disclosure program, components of the USEPA SSO draft rule (including CMOM and Asset Management (AM) business practices) and the EPA 2005 CMOM Guidance Document. Development of the City's CMOM will involve participation of various departments within the City. Key individuals within the City will be identified to participate in the CMOM development.

CMOM Framework Development - Consultant shall describe interactions with the City required to develop the CMOM framework incorporating asset management business practices where appropriate.

Documentation of O&M Practices - Inspect, inventory, evaluate, and document the City's existing management, operations, and maintenance programs. Develop programs to assess the effectiveness of the City's management, operation, and maintenance of the wastewater collection system by benchmarking best work practices in the collection system and establishing performance criteria. Best work practices benchmarking will identify operational improvements in order to increase efficiency and savings, protect public health and safety, and provide rapid response to the most urgent needs. Review of current procedures for operating pump stations in order to optimize operations under all flow conditions, including peak flows.

## **2. *Gap Closure Plan***

Consultant shall identify and prioritize activities needed to address any deficiencies and/or areas of improvement revealed in the Self-Audit and develop a Gap Closure Plan(s) in coordination with City staff and project goals. The plan will also include the estimated cost for the areas identified during the analysis

After the interviews with various staff members and completing the analysis, a meeting will be held with the City staff during this task to report findings and recommendations and give the staff an opportunity to comment. These activities may include:

- **Gap Analysis Report** - Determine Gaps in City programs for CMOM when compared with USEPA CMOM guidance documents. A detailed description of the gaps for each program element shall be developed and presented in the CMOM Report.
- **Gap Closure Strategies** - Develop strategies for addressing gaps. The report will include recommended Gap Closure Projects including resources, estimates and schedule for implementing each.
- **Implementation Plan for Gap Closure** - Develop one or more implementation plans for gap closure projects including resources, budget, and schedule for implementation, if required.
- **Condition Assessment Evaluation** - A review and recommendation for the condition assessment program for sewer system evaluation, inspection, and rehabilitation will be evaluated. The assessments will include tracking of SSO's, infiltration and inflow (I/I) assessments, CCTV assessments, smoke testing, dye

testing, capacity assessments, structural assessments, and other programs needed to assess the condition and identify defects within the existing collection system.

- Hydraulic Review – To establish capacity assurance, a review of the hydraulic modeling effort will be summarized to fulfill this CMOM requirement.
- O&M Program Review including hot spot cleaning efforts and methods.
- Critical Parts Inventory - Review program to identify critical parts needed for system operation and maintenance of an adequate spare parts inventory.
- Training Review - Collection System Staff training program review. Review programs to train City staff on proper system inspection, O&M procedures, and use of supporting software, record keeping, and compliance reporting.
- BMP and SSO Abatement Programs - Develop Best Management Practices (BMP) and SSO Abatement reviews. Includes documenting of current pump station flow balancing practices and other historical BMPs such as cleaning, de-rooting, televising, code enforcement, and trenchless rehabilitation, and development of recommended rerouting and control alternatives.
- Overflow Response Plan - Review the City's current Overflow Response /Lift Station power failure Response Plan and recommend improved procedures if applicable. Prepare written plan to be incorporated into CMOM.
- Fat, Oil and Grease (FOG) Plan – Review existing FOG program and prepare written plan to be incorporated into CMOM.
- Ordinance Review - Review sewer use ordinances, grease ordinance, pre-treatment program or other legal documents needed to address pretreatment standards and to address proper installation, testing, and inspection of new and rehabilitated sewer systems.
- Compliance and Reporting Review including performance indicators to track CMOM effectiveness

### **3. *Draft/Final CMOM Plan Report***

Consultant will prepare one (1) hard copy and one (1) reproducible electronic copy of the Draft CMOM Plan.

Review comments will be incorporated into the Final Report and five (5) copies submitted to the City along with five (5) reproducible electronic copies on DVD attached to each report. The final report will address the following major areas:

- TCEQ/EPA Reporting
- Engineering Design
- Satellite Communities, if applicable
- Sewer Use Ordinances
- Organizational Structure
- Internal Communications
- Budgeting
- Training
- Safety
- Customer Service

- Equipment and Collection System Maintenance
- Equipment Parts Inventory
- Management Information System
- System Mapping
- Internal CCTV Inspection
- Sewer Cleaning
- Manhole Inspection and Assessment
- Lift/Pump Stations
- Capacity Assessment
- Tracking SSOs
- Overflow Emergency Response Plan and Lift Station Power Outage Response Plan
- FOG Plan
- Hydrogen Sulfide Monitoring & Control

**EXHIBIT “B”  
PROJECT SCHEDULE**

The Consultant’s services shall be performed in a timely manner consistent with sound professional practices.

The time limits set forth in the schedule include allowances for reasonable and expected review time by the City and approval by authorities having jurisdiction over the Project, and shall not be allowed as cause for delay or adjustments to the schedule. Delays in the report completion path caused by review times by the City exceeding those anticipated by the Consultant’s schedule are cause for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

The Consultant shall begin work within 10 days of receipt of the executed Agreement and written Notice to Proceed. The Consultant will complete the work according to the following schedule:

***CMOM Plan Project Schedule***

The entire project will be completed within 150 days of delivery of the notice to proceed to the Consultant. The City of Seagoville will provide a location for the CMOM consultant to meet and will provide access to various staff for interviews and follow-up discussions. The Consultant will schedule interviews with staff, as needed, to minimize the impact on daily operations.

<b><i>ACTIVITY</i></b>	<b><i>Start/End Day</i></b>
Anticipated Notice To Proceed	1
Task 1 - Preliminary Phase	1/14
Task 2 - CMOM Interviews/Analysis	15/45
Task 3 – CMOM Plan Pre-submittal Report	46/120
Task 4 - CMOM Plan Final Submittal Report	120-150

**EXHIBIT "C"**  
**COMPENSATION SCHEDULE**

The total cost to perform the work outlined in this scope of services will be a lump sum not to exceed Twenty-Five Thousand Seven Hundred Dollars (\$25,700.00). Professional shall be compensated on a monthly basis based on the percentage of project completed.

**EXHIBIT "D"**  
**INFORMATION TO BE PROVIDED TO PROFESSIONAL**

Provide Existing Data - After an initial meeting to detail the requests, City will provide at no cost to Professional applicable reports and data including, but not limited to the following (if applicable or available):

1. Population trend for past 10 years
2. Annual flow trend for past 10 years
3. Collection system asset summary (number of manholes, mainline sewer, force main, lift stations, etc.)
4. Customer complaints by category (for last 5 years)
5. Number of Stoppages on public system (for last 5 years)
6. Number of stoppages on private system (for last 5 years)
7. Collection System Maintenance Equipment inventory
8. SSO historical database spreadsheet including cause (i.e., rainfall, grease, roots, obstruction, collapse, privately owned or municipal)
9. SSO reports to TCEQ and EPA if applicable
10. Feet of sewer cleaned per year
11. Feet of sewer CCTV'd per year
12. Manholes inspected per year
13. Lift station condition reports
14. ARV inspection frequency and condition reports
15. Repairs by City crews to system (Point repairs, linear feet replaced, manholes )
16. Repairs by outsourced contractor(s) (Point repairs, linear feet replaced, rehabilitation, manholes, lift stations, force main)
17. Average response time to SSO or customer complaint
18. List of current CIP Projects
19. List of CIP 5 year plan
20. SSO Response Plan (if available)
21. FOG program status and inspection summary
22. FOG Manual (if available)
23. Lift Station Summary of Maintenance
24. Current Organizational Chart and detailed staffing job descriptions
25. Equipment inventory summary
26. Safety manual (if available)
27. Training and safety completed in 2014 including CEU's by employee
28. Access to overflow records, hydraulic model reports, maintenance records, etc.

All data provided to the Consultant for consideration under this Agreement remains the property of the City and will be returned to the City after completion of the Services.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Pipeline Analysis LLC  
Garland, TX United States

Certificate Number:  
2016-5758

Date Filed:  
01/26/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
City of Seagoville

Date Acknowledged:

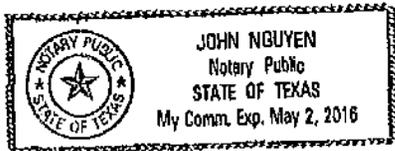
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**  
Professional Services  
Capacity, Management, Operation and Maintenance (CMOM) Self Audit

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Rogers, Carl	Garland, TX United States	X	
Forbes, James	Garland, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*James H. Forbes Jr*  
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said JAMES H. FORBES JR this the 26th day of JANUARY 20 16 to certify which, witness my hand and seal of office.

*John Nguyen*  
Signature of officer administering oath

JOHN NGUYEN  
Printed name of officer administering oath

NOTARY PUBLIC  
Title of officer administering oath



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

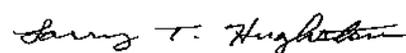
<b>PRODUCER</b> <b>Davis-Dyer-Max Insurance</b> a Member of the Insurors Group P.O. Box 495429 Garland TX 75049	<b>CONTACT NAME:</b> Sue Lippincott <b>PHONE (A/C, No, Ext):</b> (972) 864-0400 <b>FAX (A/C, No):</b> (972) 278-8400 <b>E-MAIL ADDRESS:</b> sue.lippincott@davis-dyer-max.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Employers Mutual Casualty</td> <td>21415</td> </tr> <tr> <td>INSURER B: Phoenix - Travelers</td> <td>25623</td> </tr> <tr> <td>INSURER C: Hiscox Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Employers Mutual Casualty	21415	INSURER B: Phoenix - Travelers	25623	INSURER C: Hiscox Insurance Company		INSURER D:		INSURER E:		INSURER F:
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INSURER C: Hiscox Insurance Company														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> <b>Pipeline Analysis, LLC</b> 1115 Main Street Garland TX 75040-6130														

**COVERAGES** CERTIFICATE NUMBER: 2015-2016 Rev REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		2N91686	5/21/2015	5/21/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2R91686	5/21/2015	5/21/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured/Underinsured Mot. \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		2K91686	5/21/2015	5/21/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB1D761118	5/21/2015	5/21/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Professional Liability <input type="checkbox"/> Claims Made		ANE1493281.15 Retention \$5,000	9/28/2015	9/28/2016	LIMIT 1,000,000 AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Project: Seagoville Capacity, Management, Operation and Maintenance (CMOM) Plan  
 The General Liability & Automobile policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder on primary and non-contributory basis only when there is a written contract between the named insured and certificate holder. The General Liability, Automobile, & Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement only when there is a written contract between the named insured and the certificate holder. Umbrella is follow-form. 30 days' notice of cancellation will be furnished to the certificate holder.

<b>CERTIFICATE HOLDER</b>  City of Seagoville Texas* Attn: Pat Stallings, City Manager 702 N. Highway 175 Seagoville, TX 75159	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Larry Hughston/SL 

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## COMMENTS/REMARKS

\*City of Seagoville Texas and Nichols, Jackson, Dillard, Hager & Smith LLP  
1800 Ross Tower  
500 N. Akard  
Dallas TX 75201

## ***Agenda Item 10C***

***Approval of a Resolution authorizing Work Order Authorization Agreement No. 2 with Halff Associates in the amount of Twenty Thousand Dollars (\$20,000.00) for the purpose of preparation of a TCEQ violation response, water line variance request and miscellaneous consultation; authorizing the City Manager to execute all necessary documents; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.***

### **BACKGROUND OF ISSUE:**

Halff Associates is an engineering firm that provides ongoing engineering services related to water distribution. The City has an immediate need for technical advice related to, but not limited to addressing a TCEQ alleged violation, waterline installation, engineering, water testing and other miscellaneous professional tasks.

Halff Associates has a proven track record in their field and currently represents the City in storm water development services.

### **FINANCIAL IMPACT:**

Funding is available in the water/sewer budget for this expenditure.

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

**RESOLUTION NO. 10-R-16**

**A RESOLUTION AUTHORIZING WORK ORDER AUTHORIZATION AGREEMENT NO. 2 WITH HALFF ASSOCIATES IN THE AMOUNT OF TWENTY THOUSAND DOLLARS (\$20,000.00) FOR THE PURPOSE OF PREPARATION OF A TCEQ VIOLATION RESPONSE, WATER LINE VARIANCE REQUEST AND MISCELLANEOUS CONSULTATION; AUTHORIZING THE CITY MANAGER TO EXECUTE 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 for the City of Seagoville, Texas desires to authorize Work Order Authorization Agreement No. 2 with Halff Associates for the purpose of preparation of a TCEQ violation response, water line variance request and miscellaneous consultation; and

**WHEREAS**, Halff Associates is compensated on an as needed basis for tasks and fees incorporated in each Work Order Authorization Agreement; and

**WHEREAS**, the City Council for the City of Seagoville, Texas has reviewed the Work Order Authorization Agreement No. 2 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 Work Order Authorization Agreement No. 2 with Halff Associates, attached hereto as Exhibit "A" and made a part hereof for all purposes.

**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 1<sup>st</sup> day of February, 2016.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY SECRETARY

**City of Seagoville, Texas  
Work Order Authorization Agreement  
For  
Professional Engineering Services with Halff Associates, Inc.**

**Work Order Authorization No. 2  
TCEQ Violation Response, Water Line Connection Variance Request and  
Miscellaneous Consultation  
January 11, 2016**

The City of Seagoville underwent an inspection by TCEQ and was cited for a violation in relation to water supply capacity, and the City has requested Halff's assistance to respond to the violation notice. The City has also requested that Halff assist the City with development of a variance request to TCEQ to allow an additional water connection to a small-diameter water line. Other needs may arise throughout the course of the year in which the City requires Halff's assistance on engineering matters. Halff Associates will perform the following proposed services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Work Order Basis (Agreement)**, dated October 1, 2015, between Halff Associates and the City of Seagoville.

<b>Scope of Work:</b>	<p><u>Task # 1 – TCEQ Inspection Response</u></p> <ol style="list-style-type: none"> <li>1. Assist City staff in responding to a violation notice relating to water supply capacity resulting from its recent inspection.</li> </ol> <p><u>Task # 2 – Model Evaluation</u></p> <ol style="list-style-type: none"> <li>1. Analyze a pipeline in the City's existing water distribution model to estimate the minimum expected pressure at the end of the line. If the minimum pressure falls below 35 psi, analyze distribution system upgrades to facilitate the additional connection.</li> <li>2. Develop a variance request to be submitted to TCEQ.</li> </ol> <p><u>Task # 3 – General Consultation</u></p> <ol style="list-style-type: none"> <li>1. Provide general engineering consultation to Seagoville in FY2016 at City's request. Attend meetings or review documents as requested.</li> </ol>
<b>Deliverables:</b>	<p><u>Task # 1 – TCEQ Inspection Response</u></p> <ol style="list-style-type: none"> <li>1. Written response to TCEQ regarding any noted violations (Task 2).</li> </ol> <p><u>Task # 2 – Model Evaluation</u></p> <ol style="list-style-type: none"> <li>1. Variance request for the addition connections on the small-diameter water line. (Task 1)</li> </ol> <p><u>Task # 3 – General Consultation</u></p> <ol style="list-style-type: none"> <li>1. Provide general engineering consultation to Seagoville in FY2016</li> </ol>
<b>Items Furnished by Seagoville:</b>	<p><u>Task # 2 – Model Evaluation</u></p> <ol style="list-style-type: none"> <li>1. Map of existing and proposed connections on pipeline.</li> <li>2. Pressure test data on both ends of the line.</li> </ol>

**City of Seagoville, Texas  
 Work Order Authorization Agreement  
 For  
 Professional Engineering Services with Halff Associates, Inc.**

<b>Schedule:</b>	<u>Task # 1 – TCEQ Inspection Response</u> As indicated in the inspection letter <u>Task # 2 – Model Evaluation</u> Two weeks from receipt of information furnished by City. <u>Task # 3 – General Consultation</u> As needed								
<b>Fees:</b>	This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows: <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Task #1:</td> <td style="text-align: right;">\$ 4,000</td> </tr> <tr> <td>Task #2:</td> <td style="text-align: right;">\$ 4,000</td> </tr> <tr> <td>Task #3:</td> <td style="text-align: right;">\$ 12,000</td> </tr> <tr> <td><b>Work Order #2 Total:</b></td> <td style="text-align: right;"><b>\$ 20,000</b></td> </tr> </table>	Task #1:	\$ 4,000	Task #2:	\$ 4,000	Task #3:	\$ 12,000	<b>Work Order #2 Total:</b>	<b>\$ 20,000</b>
Task #1:	\$ 4,000								
Task #2:	\$ 4,000								
Task #3:	\$ 12,000								
<b>Work Order #2 Total:</b>	<b>\$ 20,000</b>								

Submitted:

Approved:

**HALFF ASSOCIATES, INC.**

**CITY OF SEAGOVILLE, TEXAS**

By:

  
 \_\_\_\_\_

By:

\_\_\_\_\_

Signature

Signature

Jayson Melcher, PE

\_\_\_\_\_

Printed Name

Printed Name

Utilities Team Leader

\_\_\_\_\_

Title

Title

1/11/2016

\_\_\_\_\_

Date

Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Half Associates, Inc.  
 Richardson , TX United States

**Certificate Number:**  
 2016-3230

**Date Filed:**  
 01/14/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 City of Seaville

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**  
 10-R-16  
 Engineering services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Skipwith , Walter	Richardson , TX United States	X	
Tanksley, Dan	Richardson, TX United States	X	
Moya , Michael	Austin , TX United States	X	
Murray , Menton	McAllen , TX United States	X	
Ickert, Andrew	Richardson, TX United States	X	
Adams , Bobby	Houston, TX United States	X	
Romanowski, Michael	Fort Worth , TX United States	X	
Molloy, Martin	Richardson , TX United States	X	
Craig , Matthew	Richardson , TX United States	X	
Kunz , Patrick	Richardson, TX United States	X	
Plugge , Roman	Richardson , TX United States	X	
Kuhn , Gregory	Richardson, TX United States	X	
Killen , Russell	Richardson , TX United States	X	

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 Half Associates, Inc.  
 Richardson , TX United States

Certificate Number:  
 2016-3230

Date Filed:  
 01/14/2016

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 City of Seaoville

Date Acknowledged:

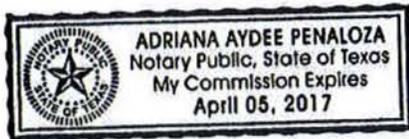
**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.**  
 10-R-16  
 Engineering services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

**6 AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



*[Handwritten Signature]*  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said JAYSON MELCHER, this the 14<sup>th</sup> day of January, 2016, to certify which, witness my hand and seal of office.

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Signature of officer administering oath

Adriana Aydee Penaloza  
 \_\_\_\_\_  
 Printed name of officer administering oath

Public Notary  
 \_\_\_\_\_  
 Title of officer administering oath

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

RECEIVED  
JAN 14 2016  
BY Scrabtree

1 Name of vendor who has a business relationship with local governmental entity.

HALFF ASSOCIATES, INC

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

NONE

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes  No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

[Signature]  
Signature of vendor doing business with the governmental entity

1/11/16  
Date

## *Agenda Item 11*

*Conduct a public hearing and discuss and consider an Ordinance to amend the Comprehensive Zoning Ordinance and Map by granting a zoning change from Local Retail (LR) to Local Retail with a Special Use Permit (LR-SUP) to allow for a church on approximately 0.24 ± acres described as Tract 8 of the M.L. Swing Survey, Abstract No. 1420, Page 115 more commonly known as 317 E. Malloy Bridge Road, Seagoville, Dallas County, Texas; providing for special conditions; providing for a severability clause; providing a penalty for violations hereof; providing a savings clause; and providing an effective date.*

### **BACKGROUND OF ISSUE:**

In accordance with the law, a public hearing was held before the Planning & Zoning Commission January 12, 2016, applicant Nelson J. Mata was requesting a zoning change from Local Retail (LR) to Local Retail with a Special Use Permit (LR-SUP) to allow a church on approximately 0.24 ± acres located at 317 E. Malloy Bridge Road.

Twenty-one (21) 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 opposition to the request. Oscar Collier, 316 Lakey Road, commented during the public hearing, he supported the request as long as the property was brought up to code. 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>
Northeast	Local Retail	Vacant Land
Southeast	Local Retail	Malloy Bridge Road and Vacant Land
Southwest	Local Retail	Vacant Land
Northwest	Residential-5	Vacant Land

The Planning & Zoning Commission voted 6 in favor, 0 against to approve the zoning change from Local Retail (LR) to Local Retail with a Special Use Permit (LR-SUP) for a church.

Staff recommends approval of the attached Ordinance to amend the Comprehensive Zoning Ordinance and Map by granting a change in zoning from Local Retail (LR) to Local Retail with a Special Use Permit (LR-SUP) to allow for a church, if the City Council should so desire.

### **FINANCIAL IMPACT:**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS**

**ORDINANCE NO. 04-16**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM EXISTING LOCAL RETAIL (LR) TO LOCAL RETAIL WITH A SPECIAL USE PERMIT (LR-SUP) TO ALLOW FOR A CHURCH ON APPROXIMATELY 0.24± ACRE DESCRIBED AS TRACT 8 OF THE M.L. SWING SURVEY, ABSTRACT NO. 1420, AND MORE COMMONLY KNOWN AS 317 EAST MALLOY BRIDGE ROAD, SEAGOVILLE, DALLAS COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; 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 the Zoning Request Z 2016-01 for LR-SUP for a church 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, THAT:**

**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 Local Retail (LR) to Local Retail-Special Use Permit (LR-SUP) to allow a church on approximately 0.24± acre described as Tract 8 of the M.L. Swing Survey, Abstract No. 1420, as depicted on Exhibit A attached hereto and incorporated herein, and more commonly known as 317 East Malloy Bridge Road, Seagoville, Dallas County, Texas.

**SECTION 2.** That the Special Use Permit for church and worship services is hereby approved, subject to the following conditions:

A. The property may be used as a church and for religious worship and ancillary related uses and shall otherwise be used only in the manner and for the purpose provided for by the Seagoville Zoning Ordinance, and the regulations imposed within the Local Retail zoning district, as heretofore amended, and as amended herein, and that the use and development of the property herein shall be in accordance with building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein.

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

**SECTION 4.** That 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 5.** Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

**SECTION 6.** This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

**PASSED AND APPROVED ON THIS 1<sup>st</sup> DAY OF FEBRUARY, 2016.**

APPROVED:

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**DENNIS K. CHILDRESS, MAYOR**

ATTEST:

**DARA CRABTREE, CITY SECRETARY**

APPROVED AS TO FORM:

**ALEXIS ALLEN, CITY ATTORNEY**  
(/REH/AA/ag/cdb 01/15/2016)

**EXHIBIT "A"**  
**(Site Plan)**

**(317 East Malloy Bridge Road)**



**Dallas Central  
Appraisal District**  
[www.dallascad.org](http://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.

**Note: Subject property outlined in red above.**



# MINUTES

FOR THE

## SEAGOVILLE PLANNING AND ZONING COMMISSION

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

**Tuesday, January 12, 2016**

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 Carl Polnac  
Commissioner Dee Thompson  
Commissioner Catherine Braggs  
Commissioner Errik Watson

Commissioners absent: Commissioner Gary 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. Commissioner Polnac made a motion, seconded by Commissioner Thompson, to approve the minutes for the meeting held on December 8, 2015. A vote was cast 5 in favor, 0 against and 1 abstained (Vice-Chairperson Sudduth was absent for the majority of the meeting).
- IV. None.
- V.A. Chairperson Perez opened the public hearing at approximately 6:38 p.m. to hear the request (#Z2016-01) of Nelson J. Mata to amend the "LR" Local Retail zoning to include an "SUP" Special Use Permit (Religious Institution – Church) on Tract 8 of the M. L. Swing Survey, Abstract No. 1420, Page 115, more commonly known as 317 East Malloy Bridge Road in Seagoville, Texas; and amend the

Comprehensive Land Use Plan. Oscar Collier – 316 Lakey Road, Seagoville, Texas 75159 – spoke stating, as long as the property is brought up to code, he is fine with Mr. Mata's zoning request. Charles Richmond – 403 East Elm Street, Seagoville, Texas 75159 – spoke stating as long as the entrance to his property is not blocked, he too is fine with Mr. Mata's request. The public hearing was closed at approximately 6:50 p.m.

After holding a discussion, Commissioner Thompson made a motion, seconded by Vice-Chairperson Sudduth, to recommend to the Seagoville City Council to approve Zoning Request #Z2016-01 as proposed by the applicant and amend the Comprehensive Land Use Plan. A vote was cast 6 in favor, 0 against.

- V.B. Chairperson Perez opened the public hearing at approximately 6:54 p.m. to hear the request (#Z2016-02) of Sonny Merchant with SMARF, LLC to amend the "LR" Local Retail zoning to include an "SUP" Special Use Permit to allow for a restaurant/private club with outdoor/patio dining on Lot 1R of the Denny's/Day's Inn Addition, more commonly known as 550 North U.S. Highway 175 in Seagoville, Texas; and amend the Comprehensive Land Use Plan. The applicant – Faisal Merchant, 844 Falcon Trace Drive, Allen, Texas 75013 – spoke in favor of his request. The public hearing was closed at approximately 6:56 p.m.

After holding a discussion, Commissioner Polnac made a motion, seconded by Vice-Chairperson Sudduth, to recommend to the Seagoville City Council to approve Zoning Request #Z2016-02 as proposed by the applicant limited to Suite 102 only, which is 4,750 square feet, and amend the Comprehensive Land Use Plan. A vote was cast 6 in favor, 0 against.

- VI. The meeting was adjourned at 7:07 p.m.

---

ALEXANDRIA PEREZ  
CHAIRPERSON

ATTEST:

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CINDY KINTZ, PLANNING TECHNICIAN AND  
PLANNING AND ZONING COMMISSION LIAISON



PAID

DEC - 8 2015

CITY OF SEAGOVILLE

ZONING APPLICATION

City of Seagoville, Texas

44

ANTICIPATED MEETING DATES: P&Z: 1-12-15 City Council: 2-1-2016

DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required):

Application Type:

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

Name of Subdivision or Project:

Physical Location of Property: 317 E Malloy Bridge Rd Seagoville TX 75159

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description): Tract 8, M.L. Swing Abstract 1420 Page 115

Acreege: 0.2429 Existing Zoning: LR Requested Zoning: LR w/ SUP for Church

Applicant / Owner's Name: Nelson J. Mata Applicant or Owner? (circle one)

Contact Person: Title:

Company Name:

Street/Mailing Address: 405 Baker St City: Seagoville State: TX Zip: 75159

Phone: (214) 682-4877 Fax: Email Address: nmata7@yahoo.com

Engineer / Representative's Name:

Contact Person: Title:

Company Name:

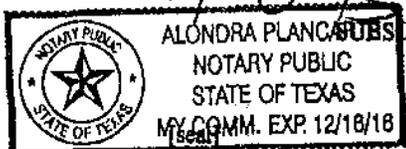
Street/Mailing Address: City: State: Zip:

Phone: Fax: Email Address:

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

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

Signed: [Signature] Title: Pastor Date: 12-7-15



ALONDRA PLANCARTE SUBSCRIBED AND SWORN TO before me, this the 7 day of December, 2015. Notary Public in and for the State of Texas: Alondra Plancarte My Commission Expires On: 12-18-2016

Office Use Only: Date Rec'd: 12-8-15 Fee Paid: 310.00 Check # 1045 Receipt # 399133 Zoning Case # 22016-01 Accepted By: [Signature] Official Submittal Date: 12-8-15



December 18, 2015

VIA email – [News@SuburbiaNews.com](mailto: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 **December 24, 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

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**NOTICE OF A PUBLIC HEARING BEFORE THE CITY OF SEAGOVILLE  
PLANNING & ZONING COMMISSION  
ZONING CASE #Z2016-01**

A public hearing will be held before the Planning & Zoning Commission on Tuesday, January 12, 2015 at 6:30 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, on a zoning request by Nelson J. Mata to establish a Specific Use Permit (SUP) to allow for a church and amending the Comprehensive Land Use Plan.

The subject property is located on the west side of East Malloy Bridge Road with the physical address of 317 East Malloy Bridge Road in Seagoville, Texas (legal description: Tract 8, of the M. L. Swing Survey, Abstract No. 1420, Page 115 totaling 0.2429 acres of land).

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 hearing, to Planning Technician Cindy Kintz, 702 N. Highway 175, Seagoville, Texas 75159 or via fax at (972) 287-3891 stating your position.

**CITY OF SEAGOVILLE**  
Cindy Kintz  
Planning and Zoning

**Zoning Request #Z2016-01**  
**(317 East Malloy Bridge Road)**

CHAPARRAL ASSETS LLC SERIES 6642S33,  
VPX ENTERPRISES LLC, &  
TWO C THREE C INC.  
P.O. BOX 462426  
GARLAND, TX 75046-2426

ANNIE JOHNSON SPEARMAN  
%SHIRLEY SMITH  
3814 YORK STREET  
DALLAS, TX 75210-2736

ANNIE JOHNSON  
% M. J. SPEARMAN  
6747 SIDNEY STREET  
HOUSTON, TX 77021-4940

ED JOHNSON  
% W. S. TURNER  
P.O. BOX 381832  
DUNCANVILLE, TX 75138-1832

CHARLES E. RICHMOND  
403 EAST ELM STREET  
SEAGOVILLE, TX 75159-3005

CHARLES E. RICHMOND  
403 EAST ELM STREET  
SEAGOVILLE, TX 75159-3005

JULIO ORDONEZ  
820 CRAIG DRIVE  
MESQUITE, TX 75181-1270

MRS. PEARLEY QUIGLEY  
C/O R. R. BAKER  
1013 WOODALL DRIVE  
CEDAR HILL, TX 75104-9112

VELMA MCFARLAND  
313 EAST MALLOY BRIDGE ROAD  
SEAGOVILLE, TX 75159-3113

DAN A. SIMMS  
% LOUIS BUTLER  
101 CHAPEL DRIVE  
DESOTO, TX 75115

KARLOS BRAGGS  
THE MET CONDOMINIUM  
123/83 SOUTH SATHORN RD  
BANGKOK 10120, QQ-  
INTERNATIONAL 000000000  
THAILAND

DALLAS I.S.D.  
ATTENTION: TREASURER  
3700 ROSS AVENUE, BOX 109  
DALLAS, TX 75204-5422

JOHNNIE MAE SANDERS  
9828 MICHELLE DRIVE  
DALLAS, TX 75217-8820

JULIO ORDONEZ  
820 CRAIG DRIVE  
MESQUITE, TX 75181-1270

JORGE NUNEZ & CONSUELO  
309 EAST MALLOY BRIDGE ROAD  
SEAGOVILLE, TX 75159-3113

KARLOS BRAGGS  
THE MET CONDOMINIUM  
123/83 SOUTH SATHORN RD  
BANGKOK 10120, QQ-  
INTERNATIONAL 000000000  
THAILAND

JULIO ORDONEZ  
820 CRAIG DR  
MESQUITE, TX 75181-1270

JOHNNIE MAE SANDERS  
9828 MICHELLE DR  
DALLAS, TEXAS 752178820

WINN ANNA MRS N WINN  
% H WINN  
307 EAST MALLOY BRIDGE ROAD  
SEAGOVILLE, TX 75159-3113

LANDESS LANDS LLC  
1450 COMBINE ROAD  
COMBINE, TX 75159-4750

CHAPARRAL ASSETS LLC SERIES 6642S33,  
VPX ENTERPRISES LLC &  
TWO C THREE C INC  
P.O. BOX 462426  
GARLAND, TX 75046-2426

I, Planning Technician Cindy Kintz, do solemnly swear that the twenty-one (21) property owners listed above were sent a property owner notice on Zoning Request #Z2016-01 on the subject property commonly known as 317 East Malloy Bridge Road on Thursday morning, **December 31, 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: December 31, 2015 (Thursday)

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



December 31, 2015

**PUBLIC NOTICE**  
**NOTICE OF A PUBLIC HEARING BEFORE THE**  
**PLANNING & ZONING COMMISSION**  
**City of Seagoville, Texas**  
**#Z2016-01**

A public hearing will be held before the Planning & Zoning Commission on Tuesday, January 12, 2016 at 6:30 p.m., in the Council Chambers, City Hall, 702 North U.S. Highway 175, Seagoville, Texas, for the purpose of a zoning request by Nelson J. Mata to establish a Specific Use Permit (SUP) to allow for a church and amending the Comprehensive Land Use Plan.

The subject acreage fronts 64± feet on the west side of East Malloy Bridge Road and is approximately 1,688 feet southwest of U.S. Highway 175 and 1,075 feet northeast of North Kaufman Street in the City of Seagoville, Texas. (Property Physical address: 317 East Malloy Bridge Road; Property Acreage: 0.24± acres; Property Legal Description: Tract 8 of the M. L. Swing Survey, Abstract No. 1420, Page 115, as recorded in Instrument No. 201500312703 in the Deed Records of Dallas County, Texas).

As an interested citizen, you may appear at the public hearing or you may send a notice, prior to 5:00 p.m. on the day of the public hearing, 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 first of 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 Z2016-01 described herein."**

**Additional Comments (if necessary, affix additional sheet):** \_\_\_\_\_

Signature(s): \_\_\_\_\_

Printed Name(s): \_\_\_\_\_

Address: \_\_\_\_\_ Seagoville TX 75159

Phone Number: (972) \_\_\_\_\_

## ***Agenda Item 12***

***Conduct a public hearing and discuss and consider an Ordinance to amend the Comprehensive Zoning Ordinance and Map by granting a zoning change from Local Retail (LR) to Local Retail with a Special Use Permit (LR-SUP) to allow for a restaurant/private club with outdoor patio dining for an approximate 4,750 square foot portion of an existing building, referred to as Suite 102, located on the property described as 2.785± acres on Lot 1R of the Denny's/Day's Inn Addition more commonly known as 550 N. Highway 175, Suite 102, Seagoville, Dallas County, Texas; providing for special conditions; providing for a penalty for violations hereof; providing for a savings clause; and providing an effective date.***

### **BACKGROUND OF ISSUE:**

In accordance with the law, a public hearing was held before the Planning & Zoning Commission on January 12, 2016, applicant SMARF, LLC was requesting a zoning change from Local Retail (LR) to Local Retail with a Special Use Permit (LR-SUP) to allow for a restaurant/private club with outdoor patio dining on an approximate 4,750 square foot portion of an existing building, referred to as Suite 102, located on property described as approximately 2.785 ± acres located at 550 N. Highway 175, Suite 102, Seagoville, Texas.

Five (5) 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 opposition to the request. Applicant Faisal Merchant, 844 Falcon Trace Drive, Allen, Texas, spoke in favor of the request during the public hearing. 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	SUP & Local Retail	Vacant Land
East	Local Retail	Denny's & Anytime Fitness (Under const.)
South	(-)	US Highway 175
West	SUP	Veteran's Park & Seagoville PD

The Planning & Zoning Commission voted 6 in favor, 0 against to approve the zoning change from Local Retail (LR) to Local Retail with a Special Use Permit (LR-SUP) for a church.

Staff recommends approval of the attached Ordinance to amend the Comprehensive Zoning Ordinance and Map by granting a change in zoning from Local Retail (LR) to Local Retail with a Special Use Permit (LR-SUP) to allow for a restaurant/private club with outdoor patio dining, if the City Council so desired.

### **FINANCIAL IMPACT:**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS**

**ORDINANCE NO. 05-16**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM EXISTING LOCAL RETAIL (LR) TO LOCAL RETAIL WITH A SPECIAL USE PERMIT (LR-SUP) TO ALLOW FOR A RESTAURANT/PRIVATE CLUB WITH OUTDOOR PATIO DINING FOR AN APPROXIMATE 4,750 SQUARE FOOT PORTION OF AN EXISTING BUILDING, REFERRED TO AS SUITE 102, LOCATED ON PROPERTY LEGALLY DESCRIBED AS APPROXIMATELY 2.785+ ACRES ON LOT 1R OF THE DENNY'S/DAY'S INN ADDITION AND BEING COMMONLY KNOWN AS 550 NORTH U.S. HIGHWAY 175, SUITE 102, SEAGOVILLE, DALLAS COUNTY, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS HEREOF; PROVIDING A SAVINGS CLAUSE; 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 the Zoning Request Z 2016-02 for LR-SUP for a restaurant/private club with outdoor patio dining 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, THAT:**

**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 Local Retail (LR) to Local Retail-Special Use Permit (LR-SUP) to allow a restaurant/private club with outdoor patio dining for an approximate 4,750 square foot portion of an existing building, said portion of the building referred to as Suite 102, located on property legally described as approximately 2.785+ acres on Lot 1R of the Denny's/Day's Inn Addition and being commonly known to as 550 North U.S. Highway 175, Suite 102, Seagoville, Dallas County, Texas.

**SECTION 2.** That the above property shall be used only in the manner and for the purpose

provided for by the Seagoville Zoning Ordinance, as heretofore amended, and as amended herein, and the following special conditions:

- a) The restaurant/private club with outdoor patio dining shall only be permitted in the 4,750 square foot portion of the structure located on the property, said portion described as Suite 102, as depicted in yellow in Exhibit A, attached hereto and incorporated herein;
- b) The restaurant/private club must comply with any and all applicable state laws, including 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; and
- c) The development of the property herein shall be in accordance with building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein.

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

**SECTION 4.** That 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 5.** Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

**SECTION 6.** This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

**PASSED AND APPROVED ON THIS 1<sup>st</sup> DAY OF FEBRUARY, 2016.**

**APPROVED:**

\_\_\_\_\_  
**DENNIS K. CHILDRESS, MAYOR**

**ATTEST:**

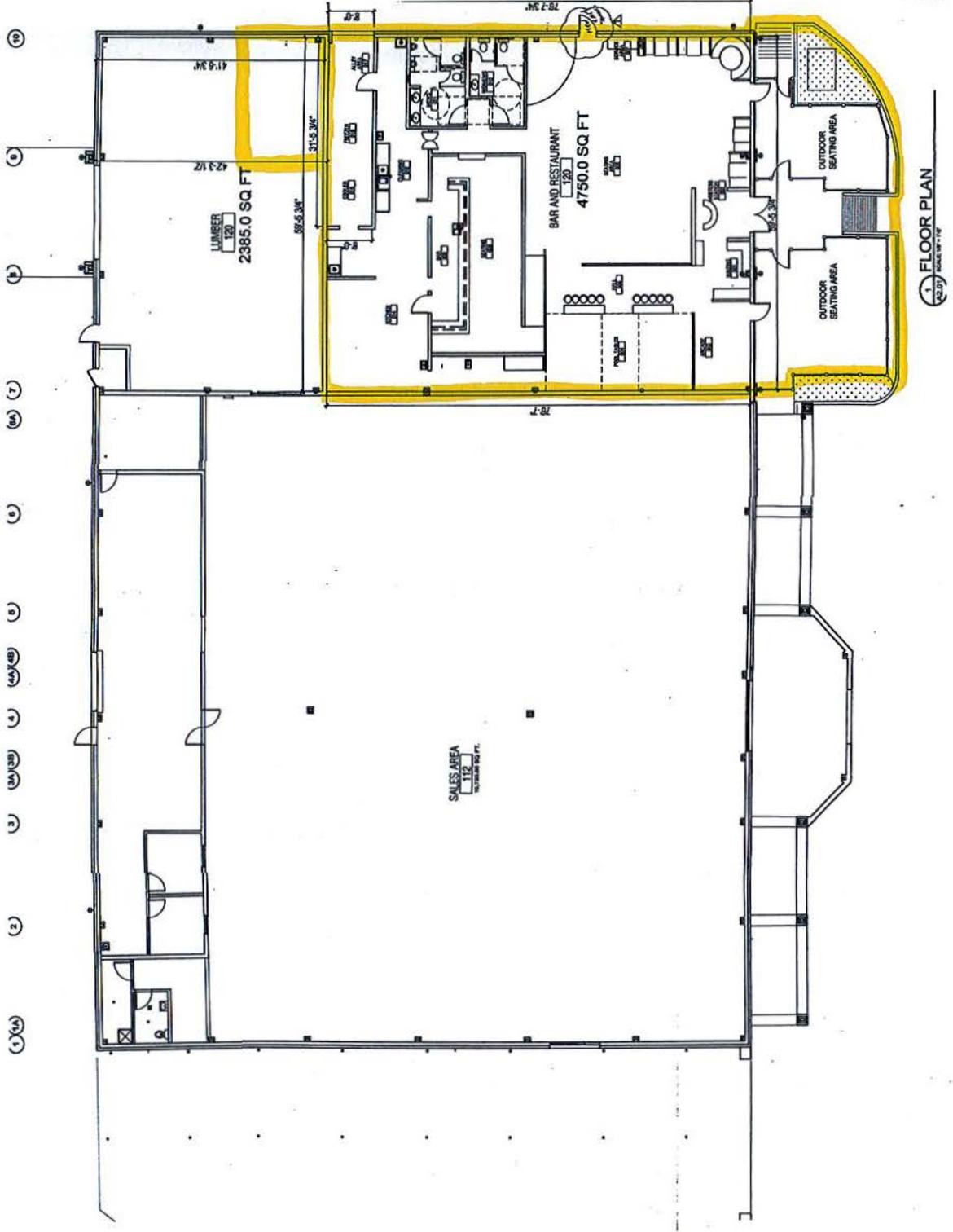
\_\_\_\_\_  
**DARA CRABTREE, CITY SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**ALEXIS ALLEN, CITY ATTORNEY**  
(:cdb 01/15/2016)

EXHIBIT "A"  
(Site Plan)

550 NORTH U.S. HIGHWAY 175





# MINUTES

FOR THE

## SEAGOVILLE PLANNING AND ZONING COMMISSION

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

**Tuesday, January 12, 2016**

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 Carl Polnac  
Commissioner Dee Thompson  
Commissioner Catherine Braggs  
Commissioner Errik Watson

Commissioners absent: Commissioner Gary 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. Commissioner Polnac made a motion, seconded by Commissioner Thompson, to approve the minutes for the meeting held on December 8, 2015. A vote was cast 5 in favor, 0 against and 1 abstained (Vice-Chairperson Sudduth was absent for the majority of the meeting).
- IV. None.
- V.A. Chairperson Perez opened the public hearing at approximately 6:38 p.m. to hear the request (#Z2016-01) of Nelson J. Mata to amend the "LR" Local Retail zoning to include an "SUP" Special Use Permit (Religious Institution – Church) on Tract 8 of the M. L. Swing Survey, Abstract No. 1420, Page 115, more commonly known as 317 East Malloy Bridge Road in Seagoville, Texas; and amend the

Comprehensive Land Use Plan. Oscar Collier – 316 Lakey Road, Seagoville, Texas 75159 – spoke stating, as long as the property is brought up to code, he is fine with Mr. Mata's zoning request. Charles Richmond – 403 East Elm Street, Seagoville, Texas 75159 – spoke stating as long as the entrance to his property is not blocked, he too is fine with Mr. Mata's request. The public hearing was closed at approximately 6:50 p.m.

After holding a discussion, Commissioner Thompson made a motion, seconded by Vice-Chairperson Sudduth, to recommend to the Seagoville City Council to approve Zoning Request #Z2016-01 as proposed by the applicant and amend the Comprehensive Land Use Plan. A vote was cast 6 in favor, 0 against.

- V.B. Chairperson Perez opened the public hearing at approximately 6:54 p.m. to hear the request (#Z2016-02) of Sonny Merchant with SMARF, LLC to amend the "LR" Local Retail zoning to include an "SUP" Special Use Permit to allow for a restaurant/private club with outdoor/patio dining on Lot 1R of the Denny's/Day's Inn Addition, more commonly known as 550 North U.S. Highway 175 in Seagoville, Texas; and amend the Comprehensive Land Use Plan. The applicant – Faisal Merchant, 844 Falcon Trace Drive, Allen, Texas 75013 – spoke in favor of his request. The public hearing was closed at approximately 6:56 p.m.

After holding a discussion, Commissioner Polnac made a motion, seconded by Vice-Chairperson Sudduth, to recommend to the Seagoville City Council to approve Zoning Request #Z2016-02 as proposed by the applicant limited to Suite 102 only, which is 4,750 square feet, and amend the Comprehensive Land Use Plan. A vote was cast 6 in favor, 0 against.

- VI. The meeting was adjourned at 7:07 p.m.

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ALEXANDRIA PEREZ  
CHAIRPERSON

ATTEST:

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CINDY KINTZ, PLANNING TECHNICIAN AND  
PLANNING AND ZONING COMMISSION LIAISON



PAID

DEC 10 2015

ZONING APPLICATION CITY OF SEAGOVILLE
City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: 1-12-16 City Council: 2-1-16
DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required):

Application Type:

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

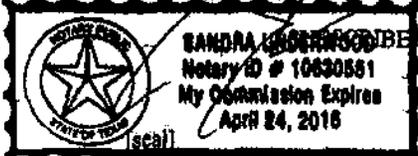
Name of Subdivision or Project: SMARF, LLC
Physical Location of Property: 550 N. Hwy 175, SEAGOVILLE TX 75159
Brief Legal Description of Property: LOT 1R DENNY'S/DAYS INN ADDITION
Acreage: 2.785 Existing Zoning: LR Requested Zoning: LR / SUP Restaurant / Private Club / Patio Dining
Applicant / Owner's Name: SMARF, LLC
Contact Person: SONNY MERCHANT Title: MEMBER
Company Name: SMARF, LLC
Street/Mailing Address: 2221 GATSBY WAY City: CARROLLTON State: TX Zip: 75010
Phone: (832) 353-0759 Fax: ( ) Email Address: merchant\_faasal@gmail.com

Engineer / Representative's Name: N/A
Contact Person: Title:
Company Name:
Street/Mailing Address: City: State: Zip:
Phone: ( ) Fax: ( ) Email Address:

SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE. (All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 200 feet of the subject property. Please contact City staff in advance for submittal deadlines.)
All applications must be COMPLETE before they will be scheduled for P&Z agenda. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be obtained from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements.
All application materials (one copy) must be delivered to the City's Planner. The name, address, phone number, etc. of the City's Planner can be obtained from City staff. Failure to submit all materials to the City's Planner may result in delays scheduling the zoning application for a P&Z agenda.
Notice of Public Records: The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

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

Signed: [Signature] Title: MEMBER Date: 12/10/15



AND SWORN TO before me, this the 10 day of December 2015
Notary Public in and for the State of Texas: Sandra Underwood
My Commission Expires On: April 24, 2016

Office Use Only: Date Rec'd: 12-10-15 Fees Paid: \$ 400 Check #: 111 Receipt #: 399625
Zoning Case # ZA01602 Accepted By: CK Official Submittal Date: 12-10-15



December 18, 2015

VIA email – [News@SuburbiaNews.com](mailto: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 **December 24, 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

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**NOTICE OF A PUBLIC HEARING BEFORE THE CITY OF SEAGOVILLE  
PLANNING & ZONING COMMISSION  
ZONING CASE #Z2016-02**

A public hearing will be held before the Planning & Zoning Commission on Tuesday, January 12, 2015 at 6:30 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, on a zoning request by Sonny Merchant with SMARF, LLC to establish a Specific Use Permit (SUP) to allow for a restaurant/private club with outdoor/patio dining and amending the Comprehensive Land Use Plan.

The subject property is located on the north side of U.S. Highway 175 with the physical address of 550 North U.S. Highway 175 in Seagoville, Texas (legal description: Lot 1R, of the Denny's/Day's Inn Addition totaling 2.785 acres of land).

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 hearing, to Planning Technician Cindy Kintz, 702 N. Highway 175, Seagoville, Texas 75159 or via fax at (972) 287-3891 stating your position.

CITY OF SEAGOVILLE  
Cindy Kintz  
Planning and Zoning

**Zoning Request #Z2016-02**  
(550 North U.S. Highway 175)

AMERICAN NATIONAL BANK OF  
TEXAS  
ATTENTION: STEPHANIE MOORE  
102 WEST MOORE AVENUE  
TERRELL, TX 75160-3140

ALMO INV LTD PS  
P.O. BOX 2599  
WAXAHACHIE, TX 75168-8599

BRYAN C. BATEMAN  
17724 SOUTHPOINT ROAD  
WHITEHOUSE, TX 75791

BRYAN C. BATEMAN  
17724 SOUTHPOINT ROAD  
WHITEHOUSE, TX 75791

TEXAS DEPT. OF TRANSPORTATION  
ATTN: REAL ESTATE DIVISION  
125 EAST 11<sup>TH</sup> STREET  
AUSTIN, TX 78701

I, Planning Technician Cindy Kintz, do solemnly swear that the five (5) property owners listed above were sent a property owner notice on Zoning Request #Z2016-02 on the subject property commonly known as 550 North U.S. Highway 175 on Thursday morning, **December 31, 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: December 31, 2015 (Thursday)

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



December 31, 2015

**PUBLIC NOTICE**  
**NOTICE OF A PUBLIC HEARING BEFORE THE**  
**PLANNING & ZONING COMMISSION**  
**City of Seagoville, Texas**  
**#Z2016-02**

A public hearing will be held before the Planning & Zoning Commission on Tuesday, January 12, 2016 at 6:30 p.m., in the Council Chambers, City Hall, 702 North U.S. Highway 175, Seagoville, Texas, for the purpose of a zoning request by Sonny Merchant with SMARF, LLC to establish a Specific Use Permit (SUP) to allow for a restaurant/private club with outdoor/patio dining and amending the Comprehensive Land Use Plan.

The subject property is located on the north side of U.S. Highway 175 and is approximately 1,450 feet northwest of East Malloy Bridge Road and 234 feet southeast of Farris Boulevard in the City of Seagoville, Texas (Property Physical Address: 550 North U.S. Highway 175; Property Acreage: 2.785± acres; Property Legal Description: Lot 1R, of the Denny's/Day's Inn Addition, as recorded in Instrument No. 201100310328 in the Deed Records of Dallas County, Texas).

As an interested citizen, you may appear at the public hearing or you may send a notice, prior to 5:00 p.m. on the day of the public hearing, 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 first of 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 Z2016-02 described herein."**

**Additional Comments (if necessary, affix additional sheet):** \_\_\_\_\_

Signature(s): \_\_\_\_\_

Printed Name(s): \_\_\_\_\_

Address: \_\_\_\_\_ Seagoville TX 75159

Phone Number: (972) \_\_\_\_\_

## *Agenda Item 13*

*Receive quarterly financial report.*

### **BACKGROUND OF ISSUE:**

At this time, Finance Director Patrick Harvey will present the quarterly financial report.

### **FINANCIAL IMPACT:**



# Memo

**Date:** January 19, 2016  
**To:** Pat Stallings, City Manager  
**From:** Patrick Harvey, Director of Finance  
**Subject:** September 2015 Financial Reports

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This memo accompanies the September 2015 Revenue and Expense Reports for the City of Seagoville, and highlights selected financial activities for FY 2015.

## General Fund

**Revenues: General fund total revenue for the fiscal year is above budget expectations (actual 104.5% vs. expected 100.00%). Sales tax** collections were higher than budget expectations for the current fiscal year (104.8% actual vs. 100.0%). In **Franchise Fee** revenue, the comparative collection trend for FY 2015 vs. FY 2014 appears below:

Description	FY 2014 Amount	FY 2014 Amount	Increase/ (Decrease)
ONCOR Electric	\$419,440	\$388,342	\$31,098
TXU Gas	100,532	77,934	22,598
Suddenlink	42,653	47,438	(4,785)
Telephone	72,553	76,106	(3,553)
Republic Services	50,101	46,906	3,195

Currently, **Franchise Fee** revenue is \$85,095 above the previous fiscal year, and this year's actual results exceed budget expectations (120.8% actual vs 100%). **Permits and Fees** revenue is above expectations due to the issuance of permits for residential subdivision construction (Highland Meadows Phase II A) by D.R. Horton, and third party health inspection fees/fire inspection permits for the flea market on the southern edge of the City. **Senior Activities** revenue is above expectations due to better than expected support from the Dallas Area Council on Aging. **Fines** revenue decreased due to state law changes in highway speed limits and the institution of one windshield permit which reduced the number of public safety contacts. **Sanitation** revenue reflects an increase in billed accounts over budget expectations. **Miscellaneous** revenue included insurance refunds from the Texas Municipal League, burglar alarm and tower rental fees, which did not occur at the same level this fiscal year. **Grant** revenue includes the receipt of a North Central Council of Governments (NCTCOG) reimbursement grant of \$15,000 for the acquisition of the Voice Recorder for the Police department.

**Total revenues for the fiscal year are \$7,553,983 or 104.5% of budget.** This compares favorably to total General Fund revenues for the previous fiscal year (\$7,362,766).

**Expenditures: Total General Fund expenditures are below budget expectations (95.3% actual vs. 100.0% expected).**

**Code Enforcement** expenditures are above expectations due to unanticipated third party health inspections of the flea market on the southern edge of the City. These additional costs are passed on to the vendors and are reflected in the **Permits and Fees** revenue section. **Sanitation** collection activities were greater than expected due to growth. This growth is covered by customer charges appearing in **Sanitation** revenue.

**City Manager Directed** includes

- (1) the purchase of a brush truck for the Fire Department (\$109,999.86)
- (2) Two 2015 Ford F150 vehicles for Code Enforcement in the amount of \$41,603.32.
- (3) Fire facility building renovations (\$16,738.31 spent out of an authorized \$20,000)
- (4) Pot hole patching Type D and Type E streets with Dallas County Road and Bridge District 3 (\$11,714.76)
- (5) Asbestos abatement and demolition of structures on 405 and 407 Hitt Street (\$23,318.00)
- (6) Acquisition of two Chevrolet Tahoes (Police vehicles 272 and 273) in the amount of \$83,946.39 (includes incidental costs of \$1,523.67)
- (7) Street rehabilitation on Bluff Street (\$29,524.22) and street patching in several locations (\$11,714.74)
- (8) Stabilization of basketball court on Elmo Drive (\$7,600.00)
- (9) Acquisition of Voice Recorder (\$18,249.00)

**Water and Sewer Fund (Fund 20)**

**Revenues: Total Water and Sewer Fund revenues exceeded budget expectations (106.8% vs. 100.0%).** Weather conditions and customer consumption enabled both **Water Sales** and **Sewer Service** revenues to exceed expectations (102.1% and 110.3%, respectively). **Penalties and Interest** are down due to reduced enforcement activity on delinquent accounts. **Meter Installation**, and **Water and Sewer Tap Fees** revenue exceeds budget expectations due to development activity. **Miscellaneous** revenue includes the effect of fiscal yearend adjustments. The **Online Payment Fee** reflects increased customer payments received via the Internet.

**Expenditures: Total Water and Sewer expenditures are below expectations (91.0% actual vs. 100% expected).** **Water Services** actual expenses exceeded budget due to water purchases from Dallas Water Utilities exceeded expectations. This increased activity is reflected above in increased **Water Sales** revenue. Additionally a **Sewer Services** employee personnel costs were inadvertently charged to **Water Services**.

**Other Funds**

**W&S Improvements (Fund 22)**

**Expenditures:** Expenditures incurred in this fund are for the Highway 175 water line extension (\$34,799.30), Kleberg Road water improvements (\$6,400.00), Woodhaven water improvements (\$34,150.00) and the Elizabeth/Tunnel water improvements (\$33,630.00). These projects are incomplete at September 30, and spending toward ultimate completion of these projects will occur

in FY 2016. The FY 2015 completed project from this fund is the Woodhaven Sewer Improvements (\$670,802).

**FY 2015 Street Projects (Fund 41)**

**Revenues:** Revenues of this fund consist of proceeds from the sale of the FY 2015 certificates of obligation and interest earned on those proceeds.

**Expenditures:** A listing of FY 2015 expenditures appears below

(1) Ard Street	\$242,033.84
(2) Catherine Lane	291,000.23
(3) Stark Street	95,732.18
(4) East Malloy Bridge	135,037.00
(5) West Malloy/Parsons	61,510.00
(6) Signs and Markings	8,952.56
(7) Kaufman Street	84,565.10
(8) Shady Lane	474,946.37
(9) Bond Issue Costs	151,627.20

Total FY 2015 expenditures for this fund is \$1,545,404.48

**Capital Asset and Debt Administration**

**Capital assets.** The City of Seagoville's investment in capital assets for its governmental and business-type activities, net of accumulated depreciation, as of September 30, 2015 amounts to \$31,269,160. This investment in capital assets includes land, buildings, system expansion, improvements, machinery and equipment, park facilities, streets and drainage. The capital assets, net of depreciation, for governmental activities totaled \$14,630,803 and for the business-type activities totaled \$16,638,357.

There were a few capital assets and projects acquired during the year. For governmental activities there was **Land:** stabilization of the basketball court on Elmo Drive (\$7,600.00), **Machinery and Equipment:** acquisition of two Chevrolet Tahoes for the Police department (\$82,422.72), a brush truck for the Fire Department (\$109,999.86), along with two Ford F-150's vehicles for Code Enforcement (\$41,603.32) and a Voice recorder for the Police department (\$18,249.00), **Infrastructure:** the developer of Highland Meadows Phase II donated \$606,470.00 of paving improvements. For the business type activities **Infrastructure,** the City received water and sewer infrastructure developer contributions in the Highland Meadows subdivision Phase II A (\$809,663.15) and completed the Highway 175 Wastewater rehabilitation project (68,902.50) and the FY 2015 Woodhaven Wastewater rehabilitation project (\$670,801.90). **Machinery and Equipment:** The City acquired an electric gate for the Service Center (\$5,950.00), a jetter trailer (\$64,479.72) and electric improvements to the lift station (\$5,685.00). The following table presents a comparative summary of the City's capital assets as of September 30, 2015 and September 30, 2014.

**City of Seagoville's Capital Assets, net of depreciation**

	Governmental Activities		Business-type Activities		Total	
	2015	2014	2015	2014	2015	2014
Land (not depreciated)	\$ 2,609,805	\$ 2,609,805	\$ 97,912	\$ 97,912	\$ 2,707,717	\$ 2,707,717
Construction in Progress: (not depreciated)	-	-	1,502,757	-	1,502,757	-
Buildings	1,141,472	1,179,171	78,826	81,414	1,220,298	1,260,585
Improvements other than buildings	245,398	270,573	14,036	14,036	259,433	284,609
Machinery and Equipment	816,241	782,925	194,180	162,667	1,010,421	945,592
Infrastructure	9,817,887	10,141,984	14,750,645	13,569,005	24,568,533	23,710,989
	<u>\$ 14,630,803</u>	<u>\$ 14,984,458</u>	<u>\$ 16,638,357</u>	<u>\$ 13,925,034</u>	<u>\$ 31,269,160</u>	<u>\$ 28,909,492</u>

**Long-term debt.** At the end of the current fiscal year, the City of Seagoville had total bonded debt outstanding of \$8,394,999. Of this amount, \$1,813,332 comprises general certificates of obligation and \$6,581,667 is for proprietary fund debt. The following table presents a comparative summary of the city long term bonded debt for September 30, 2015 and September 30, 2014

**City of Seagoville Outstanding Bonded Debt**

	Governmental Activities		Business-type Activities		Total	
	2015	2014	2015	2014	2015	2014
Certificates of obligation	\$ 1,813,332	\$ 1,998,888	\$ -	\$ -	\$ 1,813,332	\$ 1,998,888
Combination tax and revenue refunding bonds	-	-	6,581,667	2,814,369	6,581,667	2,814,369
	<u>\$ 1,813,332</u>	<u>\$ 1,998,888</u>	<u>\$ 6,581,667</u>	<u>\$ 2,814,369</u>	<u>\$ 8,394,999</u>	<u>\$ 4,813,257</u>

The City of Seagoville's total bonded debt increased by \$3,581,742 during the current fiscal year due to the FY 2015 bond sale of \$3,915,000 offset by scheduled principal payments of \$333,258 during the fiscal year.

As a reminder, our current bond rating is A1 (Moody's).



**CITY OF SEAGOVILLE  
GENERAL FUND  
REVENUES BY CATEGORY**

	FYE			
	Actual 2013-2014	Adopted 2014-2015	Actual 2014-2015	Adopted 2015-2016
<b>REVENUES</b>				
<b>Property Taxes:</b>				
9010	3,072,398	3,248,900	3,158,984	3,275,800
9020	80,032	42,950	63,334	59,000
9030	53,620	30,000	45,313	43,000
<b>Total Property Taxes</b>	<b>3,198,049</b>	<b>3,319,850</b>	<b>3,265,631</b>	<b>3,377,800</b>
<b>Sales and Use Tax:</b>				
9040	689,680	656,735	687,988	676,440
9120	1,379,360	1,320,000	1,375,973	1,359,800
9121	4,319	1,800	9,545	4,000
<b>Total Sales and Use Tax</b>	<b>2,073,358</b>	<b>1,978,535</b>	<b>2,073,504</b>	<b>2,040,040</b>
<b>Franchise Fees:</b>				
9100	388,342	365,000	453,821	382,000
9101	77,934	87,500	100,532	87,500
9102	47,438	40,000	42,653	47,500
9103	76,106	60,000	72,563	85,000
9104	45,906	48,000	50,101	46,300
9108	11,384	8,000	16,354	10,000
9110	12,608	9,000	9,800	10,000
<b>Total Franchise Fees</b>	<b>660,718</b>	<b>617,500</b>	<b>745,813</b>	<b>648,300</b>
<b>Sanitation</b>				
	841,261	836,000	857,513	901,725
<b>Licenses, Permits and Fees</b>				
9230	652	500	450	-
9231	650	-	(850)	-
9241	43,871	33,000	56,947	47,000
9242	7,735	8,000	7,150	9,000
9244	9,343	6,000	10,953	9,000
9245	180	-	720	200
9246	3,550	4,500	5,520	4,000
9250	4,200	3,500	7,280	3,500
9251	500	-	-	-
9250	920	2,600	1,410	1,000
9270	1,108	1,500	793	750
9280	872	-	190	-
9303	243	-	738	250
9311	116,210	85,000	133,710	85,000
9314	-	-	56,645	-
9315	19,708	14,500	31,729	20,000
9320	945	1,000	924	500
9330	10,650	8,000	10,145	8,000
9409	462	1,000	599	750
9760	8,798	6,090	8,515	8,100
9770	-	9,125	9,125	9,125
<b>Total Licenses, Permits and Fees:</b>	<b>230,595</b>	<b>184,315</b>	<b>342,891</b>	<b>204,175</b>
<b>Court and Library Fines</b>				
9410	228,573	250,000	181,349	235,000
9420	3,044	4,000	2,602	3,000
<b>Total Fines</b>	<b>231,617</b>	<b>254,000</b>	<b>183,951</b>	<b>238,000</b>
<b>Grants and Gifts</b>				
9510	31,525	20,000	19,809	20,000
9515	14,738	-	24,174	-
9531	40,316	-	15,000	-
9550	6,269	4,000	5,876	4,000
	92,838	24,000	64,859	24,000
<b>Other</b>				
9610	2,029	1,500	2,063	1,500
9720	401	-	-	-
9721	-	500	-	-
9730	15,528	6,000	15,433	6,000
9745	4,189	5,000	-	-
Insurance Recovery	24,182	-	-	-
	46,329	13,000	17,486	7,500
<b>Transfers</b>				
9111	74,826	74,826	74,826	74,826
9112	79,034	79,034	79,034	79,034
SAFER Fund	-	-	2,335	-
Drainage Fund	-	-	-	27,500
9620	66,258	198,444	198,444	223,444
G&A Recovery W&S	-	-	-	-
	220,118	352,304	354,639	404,804
<b>TOTAL REVENUES</b>	<b>7,582,884</b>	<b>7,579,504</b>	<b>7,906,287</b>	<b>7,846,444</b>

**City of Seagoville  
General Fund Summary of Expenditures**

	<b>Actual 2013-2014</b>	<b>Adopted 2014-2015</b>	<b>FYE Actual 2014-2015</b>	<b>Adopted 2015-2016</b>
<b>Expenditures</b>				
City Council	\$4,419	\$5,450	\$1,810	\$5,450
City Manager	149,436	155,306	130,654	163,193
City Secretary	108,428	114,824	106,475	116,241
Information Technology	73,325	76,000	73,633	79,259
Human Resources	97,765	104,878	101,888	105,781
Finance	294,488	319,247	306,570	321,994
<b>General Government</b>	<b>\$727,861</b>	<b>\$775,705</b>	<b>\$721,030</b>	<b>\$791,918</b>
Police	\$1,646,363	\$1,871,704	\$1,783,379	\$1,909,333
Fire	1,335,923	1,483,093	1,443,916	1,536,599
EMS	164,080	164,080	164,080	164,080
Support Services	483,190	540,148	513,271	601,573
Animal Control	106,516	126,587	113,944	131,454
<b>Public Safety</b>	<b>\$3,736,071</b>	<b>\$4,185,612</b>	<b>\$4,018,590</b>	<b>\$4,343,039</b>
Municipal Court	142,307	172,450	153,081	168,750
Library	158,947	165,477	166,681	167,688
Senior Center	191,589	187,965	186,248	190,031
Sanitation	670,478	646,000	686,551	682,920
<b>Community Services</b>	<b>\$1,163,321</b>	<b>\$1,171,892</b>	<b>\$1,192,561</b>	<b>\$1,209,389</b>
Building Services/Code Enforcement	347,056			
Building Inspection and Services	-	191,333	177,451	191,946
Code Enforcement	-	164,104	169,141	170,029
Streets	376,792	418,642	397,997	521,255
Parks	205,797	230,699	213,505	226,663
Planning	59,277	73,849	58,572	64,800
<b>Community Development</b>	<b>\$988,922</b>	<b>\$1,078,627</b>	<b>1,016,666</b>	<b>\$1,174,693</b>
<b>Non-Departmental</b>	<b>\$317,896</b>	<b>\$363,025</b>	<b>\$307,077</b>	<b>\$297,835</b>
Reserve for Capital Expenditures (PEG)	\$ -	\$ -	\$ 16,354	\$ 10,000
<b>Total Operations</b>	<b>\$6,934,070</b>	<b>\$7,574,861</b>	<b>\$7,272,278</b>	<b>\$7,826,874</b>
<b>Transfers</b>	<b>\$0</b>	<b>\$0</b>	<b>\$800</b>	<b>\$0</b>
<b>TOTAL OPERATIONS AND TRANSFERS</b>	<b>\$6,934,070</b>	<b>\$7,574,861</b>	<b>\$7,273,078</b>	<b>\$7,826,874</b>

**City of Seagoville  
Budget Summary  
Water and Sewer Fund**

	Actual 2013-2014	Adopted 2014-2015	FYE Actual 2014-2015	Adopted 2015-2016
<b>Beginning Unrestricted Net Asset Balance</b>	<b>\$3,407,933</b>	<b>\$3,271,565</b>	<b>\$3,271,565</b>	<b>\$2,414,107</b>
<b>Revenues</b>				
Water Services	\$2,186,797	\$2,379,413	\$2,428,637	\$2,371,804
Waste Water Service	2,471,315	2,470,412	2,759,876	2,633,248
Other Income	170,990	195,556	199,337	199,256
<b>Total Revenues</b>	<b>\$4,829,101</b>	<b>\$5,045,381</b>	<b>\$5,387,850</b>	<b>\$5,204,308</b>
<b>Total Available Funds</b>	<b>\$8,237,034</b>	<b>\$8,316,946</b>	<b>\$8,659,415</b>	<b>\$7,618,415</b>
<b>Expenditures</b>				
Administrative	\$234,883	\$243,021	\$235,208	\$251,316
Water	1,222,435	1,380,011	1,408,864	1,493,684
Sewer	1,693,789	1,929,954	1,558,218	2,179,092
Customer Service	318,341	240,358	238,039	244,186
Non-Departmental	122,416	164,216	114,201	142,606
Transfers Out	220,118	652,304	465,693	377,304
<b>Capital Outlay:</b>				
Cain Street Water Tower	369,112	-	-	-
Ballard Street Water Line	199,051	-	-	-
Kleberg Road Water Line	69,800	-	-	-
Truck Replacement	-	-	-	60,000
2015 Projects	-	1,403,000	779,781	670,000
(1) Debt	515,544	516,141	516,141	549,100
<b>Total Operations</b>	<b>\$4,965,470</b>	<b>\$6,529,005</b>	<b>\$5,316,145</b>	<b>\$5,967,288</b>
<b>Ending Unrestricted Net Asset Balance</b>	<b>\$3,271,565</b>	<b>\$1,787,941</b>	<b>\$3,343,271</b>	<b>\$1,651,127</b>
<i>1 day of operations</i>	<i>\$13,604</i>	<i>\$17,888</i>	<i>\$14,565</i>	<i>\$16,349</i>
<i>Days of Reserve Balance</i>	<i>240.5</i>	<i>100.0</i>	<i>229.5</i>	<i>101.0</i>

NOTE: Ending Unrestricted Net Asset Balance includes the Reserve for Capital Projects

(1) The FY 2016 proposed appropriation of \$549,100 includes Series 2015 debt service.

**2015 Projects:**

Hwy 175 Water line: Water Street - Bluff	34,799	205,000
Elizabeth/Tunnel Water Improvements	33,630	130,000
Woodhaven Water Improvements	34,150	263,000
Kleberg Water Improvements - Rylie Kleberg to East	6,400	71,000
Woodhaven Sewer Improvements	670,802	-
	<hr/>	
	779,781	669,000

**GENERAL FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
FOR FISCAL YEAR 2014-15  
AS OF 9/30/15  
100.00% OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
<b>Revenues:</b>						
Property Taxes	\$3,195,316	\$3,186,049	99.7%	\$3,319,850	\$3,265,632	98.4%
Sales Taxes	\$1,972,035	\$2,073,358	105.1%	\$1,978,535	\$2,073,505	104.8%
Franchise Fees	\$602,500	\$660,718	109.7%	\$617,500	\$745,813	120.8%
Permits & Fees	\$126,130	\$221,335	175.5%	\$168,100	\$324,652	193.1%
Sanitation	\$831,000	\$841,261	101.2%	\$836,000	\$857,513	102.6%
Senior Activities	\$27,500	\$52,522	191.0%	\$24,000	\$49,859	207.7%
Fines	\$255,000	\$232,079	91.0%	\$255,000	\$184,550	72.4%
Interest	\$1,750	\$2,029	115.9%	\$1,500	\$2,053	136.9%
Grants		\$40,316	0.0%		\$15,000	0.0%
Miscellaneous	\$25,715	\$53,098	206.5%	\$26,715	\$35,406	132.5%
<b>Total Revenues</b>	<b>\$7,036,946</b>	<b>\$7,362,766</b>	<b>104.6%</b>	<b>\$7,227,200</b>	<b>\$7,553,983</b>	<b>104.5%</b>
<b>Transfers In:</b>	<b>\$220,118</b>	<b>\$220,118</b>	<b>100.0%</b>	<b>\$352,304</b>	<b>\$352,304</b>	<b>100.0%</b>
<b>Expenditures:</b>						
City Council	\$5,450	\$4,419	81.1%	\$5,450	\$1,810	33.2%
City Manager	\$149,977	\$149,436	99.6%	\$155,306	\$130,654	84.1%
City Secretary	\$106,637	\$108,428	101.7%	\$114,824	\$106,475	92.7%
Finance	\$313,680	\$294,488	93.9%	\$319,247	\$306,570	96.0%
Animal Control	\$102,389	\$106,516	104.0%	\$126,587	\$113,944	90.0%
Code Enforcement			0.0%	\$164,104	\$169,141	103.1%
Bldg Inspection/Services	\$353,395	\$347,056	98.2%	\$191,333	\$177,451	92.7%
Police	\$1,772,437	\$1,646,363	92.9%	\$1,871,704	\$1,783,379	95.3%
Planning	\$82,719	\$59,277	71.7%	\$73,849	\$58,572	79.3%
Fire	\$1,409,709	\$1,335,923	94.8%	\$1,483,093	\$1,443,916	97.4%
Municipal Court	\$169,853	\$142,307	83.8%	\$172,450	\$153,081	88.8%
Library	\$160,245	\$158,947	99.2%	\$165,477	\$166,681	100.7%
Senior Center	\$175,614	\$191,589	109.1%	\$187,965	\$186,248	99.1%
Streets	\$429,672	\$376,792	87.7%	\$418,642	\$397,997	95.1%
Sanitation	\$646,000	\$670,478	103.8%	\$646,000	\$686,551	106.3%
Support Services	\$504,457	\$483,190	95.8%	\$540,148	\$513,271	95.0%
Parks	\$215,011	\$205,797	95.7%	\$230,699	\$221,105	95.8%
Emergency Medical Service	\$164,080	\$164,080	100.0%	\$164,080	\$164,080	100.0%
Information Technology	\$39,800	\$73,325	184.2%	\$76,000	\$73,633	96.9%
Human Resources	\$101,804	\$97,765	96.0%	\$104,878	\$101,888	97.1%
Non Departmental	\$354,135	\$317,896	89.8%	\$363,025	\$265,021	73.0%
<b>Total Expenditures</b>	<b>\$7,257,064</b>	<b>\$6,934,070</b>	<b>95.5%</b>	<b>\$7,574,861</b>	<b>\$7,221,470</b>	<b>95.3%</b>
<b>City Manager Directed</b>		\$523,861	0.0%		\$363,162	0.0%

**WATER AND SEWER FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
FOR FISCAL YEAR 2014-15  
AS OF 9/30/15  
100.00% OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
<b>Revenues:</b>						
Water Sales	\$2,103,213	\$2,186,797	104.0%	\$2,379,413	\$2,428,637	102.1%
Sewer Service	\$2,357,406	\$2,436,113	103.3%	\$2,470,412	\$2,723,853	110.3%
Penalties and Interest	\$115,000	\$113,359	98.6%	\$115,000	\$111,315	96.8%
Pretreatment Sewer Revenue	\$32,006	\$35,202	110.0%	\$32,006	\$36,022	112.5%
Reconnection Fees	\$35,000	\$34,130	97.5%	\$35,000	\$34,940	99.8%
Meter Installation	\$1,600	\$5,300	331.3%	\$1,600	\$16,800	1050.0%
Online Payment Fee	\$3,500	\$4,796	137.0%	\$3,500	\$5,554	158.7%
Interest Earnings	\$2,000	\$436	21.8%	\$2,000	\$708	35.4%
Miscellaneous	\$450	\$2,101	466.8%	\$450	\$16,291	3620.2%
Bank and NSF Fees	\$2,500	\$1,553	62.1%	\$2,500	\$780	31.2%
Water Tap Fees	\$2,000	\$5,800	290.0%	\$2,000	\$8,700	435.0%
Sewer Tap Fees	\$1,500	\$3,950	263.3%	\$1,500	\$4,250	283.3%
<b>Total Revenues</b>	<b>\$4,656,175</b>	<b>\$4,829,537</b>	<b>103.7%</b>	<b>\$5,045,381</b>	<b>\$5,387,850</b>	<b>106.8%</b>
<b>Expenditures:</b>						
Utility Administration	\$230,620	\$234,883	101.8%	\$243,021	\$235,208	96.8%
Water Services	\$1,192,357	\$1,222,435	102.5%	\$1,380,011	\$1,408,864	102.1%
Sewer Services	\$1,936,605	\$1,693,769	87.5%	\$1,929,954	\$1,558,218	80.7%
Customer Services	\$326,246	\$318,341	97.6%	\$240,358	\$238,039	99.0%
Non Departmental	\$162,566	\$91,250	56.1%	\$164,216	\$114,201	69.5%
Debt Service Transfer	\$515,544	\$515,544	100.0%	\$516,141	\$516,141	100.0%
<b>Total Expenditures</b>	<b>\$4,363,938</b>	<b>\$4,076,223</b>	<b>93.4%</b>	<b>\$4,473,701</b>	<b>\$4,070,671</b>	<b>91.0%</b>
<b>Transfers Out</b>	<b>\$220,118</b>	<b>\$220,118</b>	<b>100.0%</b>	<b>\$2,055,304</b>	<b>\$1,245,474</b>	<b>60.6%</b>

**OTHER FUNDS: FINANCIAL SUMMARY  
FOR FISCAL YEAR 2014-15  
AS OF 9/30/15  
100.00% of Budget Year**

FUND #	FUND NAME	FY 2014 ACTUAL YEAR-TO-DATE REVENUES	FY 2015 ANNUAL REVENUE BUDGET	FY 2015 ACTUAL YEAR-TO-DATE REVENUES	FY 2014 ACTUAL YEAR-TO-DATE EXPENDITURES	FY 2015 ANNUAL EXPENDITURE BUDGET	FY 2015 ACTUAL YEAR-TO-DATE EXPENDITURES
<b>ENTERPRISE FUNDS</b>					<b>ENTERPRISE FUNDS</b>		
21	W&S Debt Service	\$515,561	\$516,191	\$651,998	\$172,500	\$516,141	\$223,344
22	W&S Improvements	\$224,344	\$1,403,075	\$796,020	\$643,361	\$1,403,000	\$780,276
23	Water Meter Deposit	\$97	\$350	\$111			\$207
61	Storm Water	\$53,016	\$55,200	\$55,770	\$44,942	\$55,300	\$42,670
<b>SPECIAL REVENUE FUNDS</b>					<b>SPECIAL REVENUE FUNDS</b>		
29	Police Seizure State	\$40,571		\$1,150	\$37,078	\$11,006	\$3,813
32	Miscellaneous Grants	\$5,631	\$1,750	\$3,196	\$3,845	\$1,750	\$4,130
35	Recycle Revenue Fund			\$432	\$374		\$897
36	Municipal Court	\$10,383	\$10,979	\$7,429	\$28,749	\$11,009	\$5,979
38	Park Development			\$58,000			
39	Hotel Motel Fund	\$20,411	\$15,000	\$25,350	\$26,196	\$15,000	\$25,350
45	Animal Shelter	\$2,333	\$1,500	\$4,940	\$4,311	\$3,000	\$3,414
47	Vehicle Replacement			\$2,310			
52	InterAgency PS Training	\$3,410	\$3,000	\$3,114	\$873	\$5,000	
<b>DEBT SERVICE FUND</b>					<b>DEBT SERVICE FUND</b>		
2	General Debt Service	\$102,829	\$462,410	\$282,527	\$280,101	\$353,314	\$278,770
<b>CAPITAL PROJECTS</b>					<b>CAPITAL PROJECTS</b>		
40	2006 & 2008 CIP	\$22		\$16		\$68,385	\$68,409
41	2015 Street Projects			\$4,133,143			\$1,545,404
49	2012 Street Projects				\$354,677		



# Memo

**Date:** January 25, 2016  
**To:** Pat Stallings, City Manager  
**From:** Patrick Harvey, Director of Finance  
**Subject:** December 2015 Financial Reports

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This memo accompanies the December 2015 Revenue and Expense Reports for the City of Seagoville, and highlights selected financial activities for the first three months of FY 2016. The first three months of the fiscal year represents 25% of the total fiscal year, and this memo provides an explanation of variances from that standard.

## General Fund

**Revenues: General fund total revenue for the first three months of the fiscal year is above budget expectations (actual 40.8% vs. expected 25.00%).** The current year fiscal **Property tax** revenue collections are about the same as last year's collection rate (52.7% vs. 53.0%) – I anticipate property tax revenue collections should be within 2% of the budget estimate. **Sales Tax** revenue collections are on pace with budget expectations (24.8%). However, with the City currently committed to pay back the taxpayer overpayment to the Comptrollers' office, I am uncertain of the impact on sales tax collections for the remainder of the fiscal year. In **Franchise Fees** revenue, the City has changed the receipt of the electricity franchise from annually to quarterly prior to FY 2015. The amount received for the first quarter of the fiscal year was \$116,154.23 approximately 30.4% of the annual budget amount of \$382,000. Last year's first quarter receipt was \$111,703.75, so there is an increase in this year, which hopefully will continue throughout the year. **Franchise Fees** in total are within budget expectations (25.4% vs. 25.0%). **Permits & Fees** are above expectations due to the City's procedural change resulting in required renewals of food health permits prior to the end of the calendar year. Therefore, many local vendors renewed their food health permits for 2015 in December 2014. The City received \$32,471.76 for issuing 29 building permits for the Highland Meadows Phase II subdivision, \$7,395.88 for issuing 6 building permits for the Meadows subdivision, \$7,981.25 for the new storage facility building permit, \$8,528.75 for the Seagoville Corners III building permit and \$3,233.75 for the Anytime Fitness building permit. Additionally the City received \$22,840.81 in inspection fees from Seagoville Corners III and \$2,777.49 in inspection fees from Anytime Fitness. **Fines** revenue is below expectations for the first three months of the fiscal year. This may reflect a continuing trend in decreased public safety contacts due to the increase in the highway speed limit and state registration requirements. **Senior Center** revenue includes participant contributions for meals and transportation, as well as Dallas County partial reimbursement of center administrative expenses. **Loan Proceeds** reflect the resources borrowed from American National Bank to finance the **City Hall Roof Repair**.

**Total revenues for the first three months of the fiscal year are \$3,039,382 or 40.8% of budget.** This compares favorably to total General Fund revenues for the first three months of the previous fiscal year (\$2,731,614).

**Expenditures: Total General Fund expenditures are below budget expectations (24.1% actual vs. 25.0% expected).**

**Council** is above expectations due to support provided to the annual Christmas tree lighting ceremony and the Seagoville parade.

**Code Enforcement** contractual expense is above expectations due to payment of annual inspections of Dallas County restaurants by Dallas County.

**Building Maintenance** is above expectations due to payment of asbestos abatement services in connection with the **City Hall Roof Repair** (\$19,052.50).

**Support Services** is slightly above expectations due to annual renewal payment for the crimes software maintenance paid in October 2015. This should level off as the fiscal year progresses.

**Human Resources** is above expectations due payments for medical/hospital services.

**Non departmental** is above expectations due to the annual premium payment to TML for workers' compensation and property/casualty insurance. The total premium paid exceeds budget expectations by \$4,018.83. This overage may be covered by savings in other line items as we progress through the fiscal year.

**City Manager Directed** includes the planned transfer to the Debt Service fund to provide resources to cover the final payment for the Police Facility bonds, and the planned transfer to the Vehicle Replacement fund. It also includes the Council approved settlement to the previous City Manager.

**Water and Sewer Fund (Fund 20)**

**Revenues: Total Water and Sewer Fund revenues are above budget expectations (27.4% vs. 25.0%).** **Water sales** should accelerate during the summer depending upon the weather conditions. **Penalties and Interest** is generated from late customer payment. **Pretreatment Sewer Revenue** is charged to a few of our industrial customers to cover the cost of wastewater pretreatment required by the state to ensure the prevention of harmful materials entering the water system. **Reconnection Fees** are higher than anticipated due to a renewed commitment to enforcement activities against delinquent customers.

**Expenditures: The year to date expenditure trend is within expectations (21.0% actual vs. 25.00% expected).**

**Non departmental** is above expectations due to the annual premium payment to TML for workers' compensation and property/casualty insurance. The payments here were within budget expectations. The program also includes an expenditure of \$43,795.00 for emergency replacement of a water line by the Fire Station. Additionally, this program expended \$56,526.00 for the

acquisition of a Ford F-450 truck with service bed from Rush Truck Center. The amount expended is within budget expectation of \$60,000.

**Other Funds**

**FY 2015 Street Projects (Fund 41)**

Amounts expended on FY 2015 street projects for the first quarter of FY 2016 include \$101,645.67 for Catherine Lane, \$1,826.50 for signs and markings, and \$92,466.03 for Shady Lane. Total expenditures for the first quarter of FY 2016 are \$195,938.20.

**Capital Project Reports**

**General Government Capital Projects (Fund 41)**

This is the first of two capital project reports providing the financial status of the projects funded by the FY 2015 bonds. I have provided two reports for the general government capital projects: a Financial Status report and a comparative budget vs. actual spending report.

**Financial Status Report**

**Inflows:** There are two sources of resources funding the general government capital projects (1) bond proceeds, and (2) interest earned on bond proceeds. As of December 31, 2015, the total resource inflows for the FY 2015 street projects were approximately \$4,002,006. **Outflows:** In addition to the \$1,589,715 expended on capital projects, \$20,000 has been provided for financing costs for the FY 2015 bond sale. Total outflows from inception through December 31, 2015 total \$1,609,715. Unspent funds as of December 31, 2015 are \$2,392,291.

**Capital Project Spending**

This report provides project spending to date vs. budget for each project. As of December 31, 2015, no project has overspent its budget.

**Water and Sewer Capital Project Spending (Fund 22)**

This report provides project spending to date vs. budget for each project. As of December 31, 2015, no project has overspent its budget.

**GENERAL FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
FOR FISCAL YEAR 2015-16  
AS OF 12/31/15  
25.00 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
<b>Revenues:</b>						
Property Taxes	\$3,319,850	\$1,760,286	53.0%	\$3,377,800	\$1,780,114	52.7%
Sales Taxes	\$1,978,535	\$500,640	25.3%	\$2,040,040	\$505,768	24.8%
Franchise Fees	\$617,500	\$139,270	22.6%	\$648,300	\$164,803	25.4%
Permits & Fees	\$168,100	\$46,132	27.4%	\$204,175	\$141,954	69.5%
Sanitation	\$836,000	\$209,989	25.1%	\$901,725	\$225,379	25.0%
Senior Activities	\$24,000	\$7,542	31.4%	\$24,000	\$3,132	13.0%
Fines	\$255,000	\$60,798	23.8%	\$238,000	\$39,534	16.6%
Interest	\$1,500	\$119	7.9%	\$1,500	\$442	29.5%
Loan Proceeds			0.0%		\$175,000	0.0%
Miscellaneous	\$26,715	\$6,839	25.6%	\$6,000	\$3,256	54.3%
<b>Total Revenues</b>	<b>\$7,227,200</b>	<b>\$2,731,614</b>	<b>37.8%</b>	<b>\$7,441,540</b>	<b>\$3,039,382</b>	<b>40.8%</b>
<b>Transfers In:</b>	<b>\$352,304</b>	<b>\$55,029</b>	<b>15.6%</b>	<b>\$404,904</b>	<b>\$140,676</b>	<b>34.7%</b>
<b>Expenditures:</b>						
City Council	\$5,450	\$937	17.2%	\$5,450	\$1,779	32.6%
City Manager	\$155,306	\$34,303	22.1%	\$163,193	\$37,720	23.1%
City Secretary	\$114,824	\$20,350	17.7%	\$116,241	\$25,551	22.0%
Finance	\$319,247	\$65,644	20.6%	\$321,994	\$83,005	25.8%
Animal Control	\$126,587	\$22,443	17.7%	\$126,954	\$27,070	21.3%
Code Enforcement	\$164,104		0.0%	\$170,029	\$44,951	26.4%
Bldg Inspection/Services	\$191,333	\$85,874	44.9%	\$191,946	\$59,643	31.1%
Police	\$1,871,704	\$390,017	20.8%	\$1,909,333	\$477,256	25.0%
Planning	\$73,849	\$12,490	16.9%	\$64,800	\$15,416	23.8%
Fire	\$1,483,093	\$311,453	21.0%	\$1,536,599	\$383,245	24.9%
Municipal Court	\$172,450	\$32,088	18.6%	\$168,750	\$37,294	22.1%
Library	\$165,477	\$38,136	23.0%	\$167,688	\$42,816	25.5%
Senior Center	\$187,965	\$26,827	14.3%	\$190,031	\$33,039	17.4%
Streets	\$418,642	\$24,395	5.8%	\$496,255	\$77,296	15.6%
Sanitation	\$646,000	\$110,963	17.2%	\$682,920	\$115,160	16.9%
Support Services	\$540,148	\$126,557	23.4%	\$601,573	\$163,472	27.2%
Parks	\$230,699	\$27,475	11.9%	\$226,663	\$28,800	12.7%
Emergency Medical Service	\$164,080	\$41,020	25.0%	\$164,080	\$41,020	25.0%
Information Technology	\$76,000	\$35,426	46.6%	\$96,669	\$22,742	23.5%
Human Resources	\$104,878	\$23,052	22.0%	\$105,781	\$28,730	27.2%
Non Departmental	\$363,025	\$144,389	39.8%	\$342,835	\$146,606	42.8%
<b>Total Expenditures</b>	<b>\$7,574,861</b>	<b>\$1,573,839</b>	<b>20.8%</b>	<b>\$7,849,784</b>	<b>\$1,892,612</b>	<b>24.1%</b>
City Hall Roof Repair					\$163,946	
<b>City Manager Directed</b>	<b>\$119,643</b>			<b>\$289,089</b>	<b>\$364,355</b>	<b>126.0%</b>

**WATER AND SEWER FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
FOR FISCAL YEAR 2015-16  
AS OF 12/31/15  
25.00 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
<b>Revenues:</b>						
Water Sales	\$2,379,413	\$589,365	24.8%	\$2,371,804	\$632,232	26.7%
Sewer Service	\$2,470,412	\$661,484	26.8%	\$2,633,248	\$733,324	27.8%
Penalties and Interest	\$115,000	\$31,065	27.0%	\$115,000	\$34,341	29.9%
Pretreatment Sewer Revenue	\$32,006	\$8,801	27.5%	\$32,006	\$10,001	31.2%
Reconnection Fees	\$35,000	\$10,310	29.5%	\$35,000	\$6,180	17.7%
Meter Installation	\$1,600	\$450	28.1%	\$1,600	\$9,250	578.1%
Online Payment Fee	\$3,500	\$1,319	37.7%	\$3,500	\$1,799	51.4%
Interest Earnings	\$2,000	\$106	5.3%	\$2,000	\$130	6.5%
Miscellaneous	\$450	(\$81)	-17.9%	\$450	\$482	107.0%
Bank and NSF Fees	\$2,500	\$330	13.2%	\$2,500	\$390	15.6%
Water Tap Fees	\$2,000	\$5,400	270.0%	\$4,200		0.0%
Sewer Tap Fees	\$1,500		0.0%	\$3,000		0.0%
<b>Total Revenues</b>	<b>\$5,045,381</b>	<b>\$1,308,549</b>	<b>25.9%</b>	<b>\$5,204,308</b>	<b>\$1,428,129</b>	<b>27.4%</b>
<b>Expenditures:</b>						
Utility Administration	\$243,021	\$56,669	23.3%	\$251,316	\$57,263	22.8%
Water Services	\$1,380,011	\$259,025	18.8%	\$1,493,684	\$286,148	19.2%
Sewer Services	\$1,929,954	\$393,033	20.4%	\$2,179,092	\$459,968	21.1%
Customer Services	\$240,358	\$54,018	22.5%	\$244,186	\$59,887	24.5%
Non Departmental	\$164,216	\$49,447	30.1%	\$203,606	\$152,445	74.9%
Debt Service Transfer	\$516,141	\$129,035	25.0%	\$549,100	\$137,896	25.1%
<b>Total Expenditures</b>	<b>\$4,473,701</b>	<b>\$941,227</b>	<b>21.0%</b>	<b>\$4,920,984</b>	<b>\$1,153,608</b>	<b>23.4%</b>
<b>Transfers Out</b>	<b>\$2,055,304</b>	<b>\$163,076</b>	<b>7.9%</b>	<b>\$1,046,304</b>	<b>\$113,076</b>	<b>10.8%</b>

**OTHER FUNDS: FINANCIAL SUMMARY  
FOR FISCAL YEAR 2015-16  
AS OF 12/31/15  
25.00% of Budget Year**

FUND #	FUND NAME	FY 2015 ACTUAL YEAR-TO-DATE REVENUES	FY 2016 ANNUAL REVENUE BUDGET	FY 2016 ACTUAL YEAR-TO-DATE REVENUES	FY 2015 ACTUAL YEAR-TO-DATE EXPENDITURES	FY 2016 ANNUAL EXPENDITURE BUDGET	FY 2016 ACTUAL YEAR-TO-DATE EXPENDITURES
<b>ENTERPRISE FUNDS</b>					<b>ENTERPRISE FUNDS</b>		
21	W&S Debt Service	\$128,039	\$549,150	\$137,896		\$549,099	
22	W&S Improvements	\$3	\$669,000		\$495		\$825
23	Water Meter Deposit	\$23					
61	Storm Water	\$13,898	\$82,800	\$16,082	\$509	\$82,900	\$28,238
<b>SPECIAL REVENUE FUNDS</b>					<b>SPECIAL REVENUE FUNDS</b>		
29	Police Seizure State				\$2,081		
30	Police Seizure Federal						
32	Miscellaneous Grants	\$1,085	\$2,550	\$880	\$345	\$2,550	\$534
35	Recycle Revenue Fund			\$1,761	\$520		
36	Municipal Court	\$1,962	\$13,605	\$1,650	(\$867)	\$19,428	
39	Hotel Motel Fund	\$6,079	\$15,000	\$8,213	\$5,895	\$15,000	\$8,213
45	Animal Shelter	\$2,836	\$1,500	\$1,215	\$953	\$3,000	\$4,525
47	Vehicle Replacement Fund			\$52,000			
52	InterAgency PS Training	\$2,368	\$3,000			\$5,000	
<b>DEBT SERVICE FUND</b>					<b>DEBT SERVICE FUND</b>		
2	General Debt Service						
<b>CAPITAL PROJECTS</b>					<b>CAPITAL PROJECTS</b>		
40	General CIP	\$5					
41	FY 2015 Street Projects		\$2,000	\$490		\$2,034,500	\$195,938

**City of Seagoville  
General Government Capital Project Financial Status  
December 2015**

Beginning Balance		-
Add:		
Bond Proceeds	4,000,000.00	
Interest	<u>2,006.31</u>	
Total Inflows		4,002,006.31
Less:		
Bond Fees	20,000.00	
Capital Project Spending To Date	<u>1,589,715.48</u>	
Total Outflows		<u>1,609,715.48</u>
Available Funds		<u><u>2,392,290.83</u></u>
Remaining Project Allocation	2,389,771.52	
Unallocated Funds Available	<b>2,519.31</b>	

City of Seagoville  
 General Government Capital Project Spending  
 December 2015

	BUDGET \$4,000,000	PROJECT SPENDING TO DATE	REMAINDER
<b>STREET</b>			
SHADY LANE	585,000.00	567,412.40	17,587.60
CATHERINE LANE	425,000.00	392,645.90	32,354.10
ROBINWOOD ADDITION	508,000.00		508,000.00
ELIZABETH/TUNNEL	537,000.00		537,000.00
WOODHAVEN ADDITION	750,000.00		750,000.00
MALLOY BRIDGE - CRESTVIEW TO ROSS	70,000.00	70,000.00	-
MALLOY BRIDGE - COBB ROAD TO PARSONS SLOUGH	61,510.00	61,510.00	-
MALLOY BRIDGE - ROSS TO LEVEE	66,000.00	65,037.00	963.00
LASATER/SIMONDS	162,000.00		162,000.00
SHADYBROOK (700-800 BLOCKS) CONCRETE REPAIR	136,000.00		136,000.00
STARK	97,686.00	95,732.18	1,953.82
ARD ROAD	262,000.00	242,033.84	19,966.16
S. KAUFMAN - DALLAS COUNTY LINE TO EAST CITY LIMIT	86,291.00	84,565.10	1,725.90
BOWERS/ELMO/SEAGO	178,000.00		178,000.00
SIDEWALKS	25,000.00		25,000.00
SIGNS AND MARKINGS	25,000.00	10,779.06	14,220.94
BOND FEES	25,000.00	20,000.00	5,000.00
<b>TOTAL</b>	<b>3,999,487.00</b>	<b>1,609,715.48</b>	<b>2,389,771.52</b>
<b>UNALLOCATED BUDGET BALANCE</b>	<b>513.00</b>		

City of Seagoville  
W&S Fund Capital Project Spending  
December 2015

	<b>BUDGET</b> <b>\$1,403,000</b>	<b>PROJECT</b> <b>SPENDING</b> <b>TO DATE</b>	<b>REMAINDER</b>
<b>Project</b>			
Elizabeth/Tunnel	160,000.00	33,630.00	126,370.00
Woodhaven/Parkhaven WW Improvements	600,074.00	562,779.40	37,294.60
Woodhaven Water Improvements	310,000.00	34,150.00	275,850.00
Kleberg Road Water Improvements	91,000.00	6,400.00	84,600.00
Highway 175 Water line Improvements	240,000.00	35,624.00	204,376.00
			-
<b>TOTAL</b>	<b>1,401,074.00</b>	<b>672,583.40</b>	<b>728,490.60</b>
<b>UNALLOCATED BUDGET BALANCE</b>	<b>1,926.00</b>		

## *Agenda Item 14*

*Discuss Code of Ordinances, Article 1.06, Taxation, Division 2. Property Tax, Section 1.06.021, Residence Homestead Exemption.*

### **BACKGROUND OF ISSUE:**

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

### **FINANCIAL IMPACT:**

Division 2. Property Tax*
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**Sec. 1.06.021 Residence homestead exemption**

Pursuant to article 8, section 1-b of the state constitution and section 11.13(n) of the Texas Tax Code, there is hereby established an additional exemption of ten (10) percent of the appraised value, in an amount not less than five thousand dollars (\$5,000.00), from ad valorem taxation, and such amount shall be exempt from ad valorem taxation beginning with the tax year 2005 and continuing thereafter; provided, however, such individual qualifies and makes application for such exemption in accordance with the Texas Tax Code, as amended. (1977 Code, sec. 20-5)

**State law reference**—Residence homestead tax exemptions, V.T.C.A., Tax Code, sec. 11.13.

## *Agenda Item 15*

*Discuss residential zoning classifications.*

### **BACKGROUND OF ISSUE:**

*This item has been placed on the agenda at the request of Mayor Pro Tem Lemond.*

### **FINANCIAL IMPACT:**

ARTICLE 25.01 GENERAL PROVISIONS*
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<b>Division 4. R-1 Single-Family Dwelling District Regulations</b>
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Division 4. R-1 Single-Family Dwelling District Regulations
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**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
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**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
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**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
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**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
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**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
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**Secs. 25.02.104–25.02.120 Reserved**

ARTICLE 25.01 GENERAL PROVISIONS*
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<b>Division 7. R-4 Single-Family Dwelling District Regulations</b>
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Division 7. R-4 Single-Family Dwelling District Regulations
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**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
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**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
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**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
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**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
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**Secs. 25.02.154–25.02.170 Reserved**

ARTICLE 25.01 GENERAL PROVISIONS\*

**Division 9. R-6 Single-Family Dwelling District Regulations\***

Division 9. R-6 Single-Family Dwelling District Regulations\*

**Secs. 25.02.171–25.02.190 Reserved**

ARTICLE 25.01 GENERAL PROVISIONS\*

**Division 10. D Duplex Dwelling District Regulations**

Division 10. D Duplex Dwelling District Regulations

**Sec. 25.02.191 Use restrictions**

In the "D" District no land shall be used and no building shall be erected for or converted to any use other than:

Any use permitted in an R-5 District.

Two-family dwelling or residence.

Division 10. D Duplex Dwelling District Regulations

**Sec. 25.02.192 Height restrictions**

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

Division 10. D Duplex Dwelling District Regulations

**Sec. 25.02.193 Area regulations**

(a) Front yard.

(1) There shall be a front yard of 25 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 five 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 25 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 20 feet.

(d) Area of the lot.

(1) The minimum area of the lot shall be 7,000 square feet for a two-family dwelling or a single-family dwelling.

(2) Where a lot has less area than herein required and was of record prior to passage of the ordinance codified in this article, that lot may be used only for one single-family dwelling.

(e) Width of the lot. The minimum width of the lot shall be 60 feet.

(f) Minimum depth of the lot. The minimum depth of the lot shall be 100 feet.

(g) Parking regulations.

(1) Off-street parking space[s] shall be provided on the lot to accommodate 1-1/2 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.

(2) Whenever a structure is erected, converted, or structurally altered for a two-family dwelling, 1-1/2 parking spaces shall be provided on the lot for each dwelling unit in the structure. No supporting members of any garage, carport, or other automobile storage structure shall be located within the required front yard.

(h) Area of dwelling unit. Each dwelling unit shall provide a minimum of 800 square feet of living area.

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

(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.

(Ordinance 483, sec. 1, adopted 2/20/79; Ordinance 16-98, sec. 1, adopted 11/19/98; Ordinance 05-06, sec. 1, adopted 5/4/06)

Division 10. D Duplex Dwelling District Regulations
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**Secs. 25.02.194–25.02.220 Reserved**

ARTICLE 25.01 GENERAL PROVISIONS*
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<b>Division 11. TH Townhouse District Regulations</b>
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Division 11. TH Townhouse District Regulations
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**Sec. 25.02.221 Use regulations**

In a "TH" Townhouse District, no land shall be used and no buildings shall be erected for or converted to any other use than:

- (1) One-family attached dwellings where each dwelling is separated by an appropriate firewall.
- (2) Churches.
- (3) Schools, including elementary schools, high schools, and institutions of higher education.
- (4) Museums, libraries, parks, playgrounds, swimming facilities not deemed to constitute a nuisance, hazard, or otherwise interfere with the public health, welfare, and safety.
- (5) Gardening.
- (6) Farming except that which in form and type is prohibited by other ordinances and laws.
- (7) Fire stations.
- (8) Temporary buildings necessary to new construction provided they are razed and removed within 30 days after substantial completion of the new construction or failing completion of the new constructions then within 60 days from the commencement of such temporary construction.
- (9) One attached garage with one or more compartments and with front and side walls complying with the requirements of the front and side walls of the main portion of the building as to the distance, etc.; or, one detached private garage with one or more compartments located not less than 15 feet back from the main building and not less than 20 feet back from any street line. Provided, that each entrance to any garage shall not be less than 20 feet back from any corner lot line it faces. A detached private garage shall not exceed more than 600 square feet.
- (10) An accessory building necessary to store equipment for several dwelling units or provide a service function for several dwelling units. No such accessory building shall be occupied as a place of abode or located on a lot having a place of abode.

- (11) One-family detached dwellings if in accordance with all provisions of the R-1 Residential District Regulations.

Division 11. TH Townhouse District Regulations
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**Sec. 25.02.222 Building regulations**

(a) Minimum size. The minimum area of the main building constituting a single-family unit shall be 1,100 square feet, exclusive of garages and breezeways.

(b) Type of material.

(1) All buildings shall be constructed of standard masonry construction 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. Vertical exterior walls to the top plate line shall not contain more than ten percent non-masonry materials, excluding windows and door openings.

(2) "Chateau" or "mansard" type construction in which over 50 percent of a second story is enclosed by a surface of the roof must be approved by the city plan commission.

(Ordinance 05-06, sec. 1, adopted 5/4/06)

Division 11. TH Townhouse District Regulations
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**Sec. 25.02.223 Height regulations**

No dwelling unit shall exceed two standard stories in height. No detached garage or accessory building to the dwelling unit shall exceed one standard story.

The structural height of attached single-family dwellings shall be limited to a height of one story for a distance of 150 feet from the boundary of any single-family detached residential area, inclusive of streets and alleys.

Division 11. TH Townhouse District Regulations
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**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.

Division 11. TH Townhouse District Regulations
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**Sec. 25.02.225 Site plan approval**

- (a) Prior to the issuance of any building permit, there shall be submitted to the city plan commission for its approval a site plan drawn to an acceptable scale and with adequate copies. The scale and number of copies shall be that deemed necessary by the city manager, or other designated city official.
- (b) The site plan shall show but not be limited to, the arrangement of the proposed improvements in detail, together with the essential requirements such as parking facilities, location of buildings and other structures, and the uses to be permitted, means of ingress and egress and areas to be landscaped.
- (c) The city plan commission's consideration shall include paving and layout of street, alley, and sidewalks; means of ingress and egress, provisions for drainage; parking spaces, protective screening and open spaces; areas designated for landscaping; any other request deemed by the city plan commission necessary to consider in the interest of promotion the public health, safety, order, convenience, prosperity and general welfare.
- (d) It shall be unlawful to issue a building permit prior to the approval of the site plan by the city plan commission. No building permit shall be issued except in conformity with the approved site plan including all conditions of approval applied by the city plan commission.
- (e) If during the course of considering the site plan, the city plan commission is of the opinion that proper approval or disapproval cannot be granted without a detail landscape plan, the city plan commission is authorized to request the applicant to submit a landscape plan and further authorized to withhold action on the site plan until the submission of the landscape plan for the city plan commission's consideration.
- (f) For the purpose of assisting in-process planning, a preliminary site plan may be submitted for city plan commission consideration. Such preliminary site plan may contain any or all of the site plan requirements and must be drawn to scale, submitted in adequate quantity and titled "PRELIMINARY SITE PLAN". The approval of a preliminary site plan will not imply approval of all elements of a site plan. It shall be unlawful to issue a building permit on a preliminary site plan.

Division 11. TH Townhouse District Regulations
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**Sec. 25.02.226 Landscaping plan approval**

- (a) Prior to the issuance of any occupancy permit, there shall be submitted to the city plan commission for its approval a landscape plan drawn to the same scale as the site plan and submitted with the same number of copies as the site plan.
- (b) Except where otherwise provided, all yard, setback, parking, service, and recreational areas shall be landscaped with lawns, trees, shrubs, or other live or artificial plant materials and shall be permanently maintained in a neat and orderly manner as a condition for use.

- (c) Where the use of a living screen is proposed, such screen must be included as an element of the landscape plan.
- (d) There shall be permitted fountains, ponds, sculptures, planters, walkways, flagpoles, light standards and decorative screen type walls as elements of landscaping in areas designated for landscaping. Decorative type walls, planters, and sculptures shall be 30 inches or less in height. The city plan commission shall be authorized to permit heights in excess of 30 inches where such is in the best interest of landscaping and will not in the city plan commission's opinion create a problem relative to public health, safety, order, convenience, prosperity and general welfare.
- (e) With respect to landscaping parking areas, a minimum of two percent of all parking areas shall be landscaped. On parking areas having not more than two rows, the two percent requirement can be met in perimeter landscaping; for lots having more than two rows, at least one-half of the landscaping requirement must be internal to the lot.
- (f) The landscape plan shall show in detail but not be limited to the location of each element of landscaping, a description or name of each landscape element or group of elements, the number and size of each tree and the height of any proposed planter, sculpture, or decorative screen.
- (g) The city plan commission shall consider the adequacy of the proposed landscaping in the interest of promoting the public health, safety, order, convenience, prosperity and general welfare.
- (h) It shall be unlawful to issue an occupancy permit prior to the approval of the landscape plan by the city plan commission. Prior to the issuance of an occupancy permit, all approved screening and landscaping must be in place or if seasonal considerations prohibit the completion of the landscaping, a temporary occupancy permit may be issued for such time as is reasonable to complete the landscaping.

Division 11. TH Townhouse District Regulations
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**Sec. 25.02.227 Special requirements**

- (a) All areas for locating dwelling units shall be platted into individual lots and located on dedicated streets; and each of said lots shall be served individually by water, sewer, electric and gas utility services.
- (b) The areas for recreational, open space, and service use may be platted into one or more lots.
- (c) No building permit shall be issued in a "TH" Townhouse District until evidence of satisfactory provision for the handling of areas not platted for dwelling units is submitted to the city plan commission and they accept such.
- (d) Street pavement in dedicated rights-of-way in a "TH" Townhouse District shall have a minimum width of 30 feet, face of curb to face of curb; and shall be constructed in accordance with the specifications of the city.
- (e) All utilities shall be underground. This includes in addition to those normally installed underground, electric distribution facilities, telephone cables, and individual house services.

Division 11. TH Townhouse District Regulations

**Secs. 25.02.228–25.02.250    Reserved**

## *Agenda Item 16*

*Discuss and consider carport regulations.*

### **BACKGROUND OF ISSUE:**

At the December 14, 2015 meeting, Staff was tasked with surveying neighboring cities as to their respective regulations for residential carports.

The following cities were surveyed: Kaufman, Terrell, Forney, Cedar Hill, Duncanville, DeSoto and Lancaster. Attached is a spreadsheet reflecting the regulations for each of city's surveyed.

All cities surveyed prohibit a carport in front of the main structure. Staff's recommendation would be to make no changes to our current regulations which provides an appeal process to the Board of Adjustment, if the Council so desired.

### **FINANCIAL IMPACT:**

N/A

## RESIDENTIAL CARPORT REGULATION COMPARISON

CITY	FRONT YARD SETBACK	SIDE YARD SETBACK	HEIGHT	SPECIAL CONDITIONS
<i>Lancaster</i>	prohibited in front of main building	must meet required side yard setbacks for detached garage	attached or detached cannot exceed height of main structure	if visible from public street must be constructed of materials matching primary residential structure; if do not meet these standards must obtain an SUP
<i>Cedar Hill</i>	prohibited in front of main building	entry from side yard: 20 feet from side lot line, alley line or alley easement line; entry from side yard facing public street: minimum distance equal to the require front yard for the main building; rear entry from alley or alley easement: shall be set back a minimum distance from property line 20 feet	one story in height	carports shall be measured from the posts supporting the roof nearest to the street or alley
<i>Red Oak</i>	prohibited	prohibited	prohibited	may repairs to existing; however, cannot increase size; if declared unsafe by authorized City Official cannot be restored, repaired or rebuilt

CITY	FRONT YARD SETBACK	SIDE YARD SETBACK	HEIGHT	SPECIAL CONDITIONS
<i>Duncanville</i>	prohibited in front yard or in front of main structure and must observe same front yard requirements as main building	interior lot: no part of building may be less than 3 feet from side property line; corner lot: same requirements as main building (20% of width of lot; not less than 5 feet from property line, if screened by 6 foot fence or 5 foot hedges, not less than 3 feet from property line	no part of carport may be less than 8 feet from rear property line, structural supports must be at least 10 feet from property line	≤13 feet: materials durable and resistant to deterioration, profiled or deep ridge panels or concealed fasteners permitted, structural members 14 gauge steel or aluminum, vertical supports members must be 3" diameter for circular posts or 3"x 3" tubular posts, low or single pitch roofs must be minimum 26 gauge steel or aluminum and maintenance free, exterior finish for metal materials must be baked enamel or painted to manufacturer's specifications, unpainted metal finish, corrugated metal, plastic or fiberglass is prohibited; > 13 feet or over 400 square feet: must have 100% brick veneer or masonry exterior finish or consistent with main structure, roofing must be consistent with main structure, includes columns and support members, may have mansard roof that shields roof deck from view from public right-of-way

CITY	FRONT YARD SETBACK	SIDE YARD SETBACK	HEIGHT	SPECIAL CONDITIONS
<i>DeSoto</i>	prohibited in front of main structure	minimum distance of 20 feet from side property line, alley line or alley easement; arranged to be entered from side yard facing a public street shall have a minimum distance equal to the required front yard for the main building	entered from alley or rear alley easement shall be set back from the rear property line or alley easement line a minimum of 20 feet; constructed less than 10 feet from main structure shall have a rear yard equivalent to the rear yard requirement of main structure; constructed 10 feet or more from main building shall have a rear yard of 3 feet	designed for not more than 3 vehicles and not exceed 24 feet on its longest dimension; maximum overhang of roof beyond the supports shall be 4 feet in all directions; must be located in rear yard behind the house or side property facing the street
<i>Kaufman</i>	detached front accessory buildings prohibited in front of main building	entered from side yard shall have a minimum distance of 20 feet from the side lot line, alley line or alley easement line; entered from side yard facing a public street, shall have a minimum distance equal to the required front yard for the main building	constructed closer than 10 feet to main building shall have a rear yard equivalent to the rear yard requirement for main building; entering from an alley or rear alley easement shall be set back from the rear property line or alley easement line a minimum distance of 20 feet	shall be measured from the posts supporting the roof nearest to the street or alley

CITY	FRONT YARD SETBACK	SIDE YARD SETBACK	HEIGHT	SPECIAL CONDITIONS
<i>Terrell</i>	prohibited from projecting beyond the front facade of the house	if entered from interior side yard have a minimum setback of 25 feet from side lot line; if entered from side yard facing a public street shall have a minimum distance equal to the required yard for the main building or 25, whichever is greater	constructed in rear portion of lot closer than 10 feet to main structure: shall have a rear yard equivalent to the rear yard requirement for main building; constructed more than 10 feet: shall have a rear yard of 3 feet; if alley exists: may be located within 3 feet of rear lot line, if height not greater than 8 feet and a solid fence or wall of the same height is built on the rear lot line to screen; constructed to enter off alley: shall have set back from rear property line or alley easement a minimum distance of 25 feet	if located in side yard and is visible from the street shall be required to match the exterior materials and finish of the main structure; residential zoning maximum size 24 feet deep and 24 feet wide (576 square feet)

CITY	FRONT YARD SETBACK	SIDE YARD SETBACK	HEIGHT	SPECIAL CONDITIONS
<i>Forney</i>	prohibited in front of main building	not less than 3 feet from any side lot line or alley line provided structure is separated from main building by a minimum distance of 10 feet; structure closer than 10 feet to main building the minimum side yard requirements for main building must be observed; adjacent to a side street shall have a side yard not less than 15 feet; entered from an interior side yard shall	not less than 3 feet from any lot line or alley line; constructed in rear portion of property closer than 10 feet to the main building shall have a rear yard equivalent to the rear yard requirement for the main building; constructed in rear portion of property 10 feet or more from main building shall have a rear yard of 3 feet; if alley exists may be located within 3 feet of rear lot line if structure height is not greater than 8 feet and solid fence or wall of the same height is built on the rear line to screen from property to the rear; constructed to enter from an alley or rear alley easement shall be set back from rear property line or alley	measured from the part of the carport (usually roof) that is closest to the street or alley; constructed of materials like the main building on the premises; maximum size 40 feet long and 12 feet deep

## *Agenda Item 17*

*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 18*

*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 19*

*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 20*

*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