



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, AUGUST 28, 2017**

CITY COUNCIL SPECIAL SESSION

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

WORK SESSION – 6:30 P.M.

Call to Order

- A. Discuss regular session agenda items**
- B. Discuss Fence Ordinance (Barr)**

Adjourn

REGULAR SESSION - 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

Mayor's Report

Recognition of City Employees and Animal Shelter Volunteers

Citizens Public Comment Period- *This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*

CONSENT AGENDA- The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

- 1. Consider approving City Council Regular Meeting Minutes for August 21, 2017 and Joint Session with Seagoville Economic Development Corporation Minutes for August 21, 2017 (City Secretary)**

2. **Consider approval of a Resolution of the City of Seagoville, Texas, authorizing the Mayor to execute the Dallas Area Household Hazardous Waste Network Interlocal Agreement Amendment No.5 between the City of Seagoville and Dallas County, from October 1, 2017 until September 30, 2018; and providing an effective date (Community Development Director)**

REGULAR AGENDA-

3. **Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an agreement with Halff Associates, Inc. for the purpose of providing surveying and engineering services for the Highway 175 Wastewater Main Crossing; authorizing the City Manager to sign; and providing an effective date (Jayson Melcher)**
4. **Receive Storm Water Permit update presentation from Jayson Melcher with Halff Associates Inc. (Jayson Melcher)**
5. **Conduct a public hearing to receive citizen input on the proposed tax rate of \$0.743800 per \$100 valuation, which exceeds the effective tax rate calculated by the Dallas County Tax Assessor/Collector of \$0.7209427 or 3.17%. This rate will raise more revenue from property taxes than last year's budget by an amount of \$633,594 (Finance Director)**
6. **Discuss and consider directing staff on proposed tax rate of \$0.743800 per \$100 valuation (Finance Director)**
7. **Conduct a public hearing to receive citizen input on the proposed FY 2017-2018 budget for all City funds. This budget will raise more property taxes than last year's budget by \$633,594 or 16.14%, and of that amount, \$529,902 is tax revenue to be raised from new property added to the tax roll this year (Finance Director)**
8. **Discuss and consider directing staff on proposed FY 2017-2018 budget for all City funds (Finance Director)**
9. **Discuss and consider Second and Final Reading of an Ordinance amending Chapter 19, Division 2, Rates and Charges, by amending section 19.03.061, Water Rates, to provide new rates for water services within the city; providing for a penalty clause; repealing conflicting ordinances; providing for the publication of the caption hereof; and providing an effective date (Finance Director)**
10. **Conduct a public hearing concerning Hart Meadows request to rezone approximately 88.818 acre tract from Residential 5 (R-5) zoning to Planned Development Residential-5 (PD-17-04) zoning and amend the Comprehensive Land Use Plan (Community Development Director)**

- 11. Consider approval of an Ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and map of the City Of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Residential-5 (R-5) to Planned Development-Residential -5 (PD-17-04) for 88.818 acres of land located west of Alto Road between Wooley Way and E. Farmers Road, Seagoville, Dallas County, Texas, and being legally described in Exhibit "A", attached hereto and incorporated herein; providing for amended development regulations; providing for the approval of the Concept Plan, which is attached hereto and incorporated herein as Exhibit "B"; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)**

- 12. Conduct a public hearing concerning Shepherd Place East request to rezone approximately 8.882 acre tract from Residential 2 (R-2) zoning to Planned Development Residential-2 (PD-17-03) zoning and amend the Comprehensive Land Use Plan (Community Development Director)**

- 13. Consider approval of an Ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and map of the City Of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Residential-2 (R-2) to Planned Development-Residential -2 (PD-17-03) for 8.88 acres of land located at the southwest corner of Lasater Road and Stark Road, Seagoville, Dallas County, Texas, and being legally described in Exhibit "A", attached hereto and incorporated herein; providing for amended development regulations; providing for the approval of the Concept Plan, which is attached hereto and incorporated herein as Exhibit "B"; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)**

- 14. Conduct the third public hearing to receive input on the proposed annexation of approximately 7,277± feet in length and 80' in width of the recorded public right-of-way of East Malloy Bridge Road, located in Kaufman County, Texas, beginning at its intersection with the northern boundary line of territorial limits of the City of Seagoville, and running north/northeast to its intersection with the southern boundary line of the territorial limits of the City of Seagoville (HR Director/Risk Manager)**

- 15. Discuss and consider adopting an Ordinance of the City of Seagoville, Texas, extending the municipal boundary limits of the City of Seagoville, Texas, in accordance with Chapter 43 of the Texas Local Government Code by the annexation of approximately 7,277 ± feet of the recorded public right-of-way of East Malloy Bridge Road, located in Kaufman County, Texas, beginning at its intersection with the northern boundary line of territorial limits of the City of Seagoville, and running**

northeast to its intersection with the southern boundary line of the territorial limits of the City of Seagoville (“the annexation area”); providing that the annexation area shall be subject to the ad valorem taxes levied by the City of Seagoville and that the inhabitants of the annexation area, if any, shall be entitled to all rights and privileges of all the regulations of the City of Seagoville now in effect and hereinafter adopted; adopting the Service Plan attached hereto as Exhibit “A”; providing a severability clause; and providing for an effective date (HR Director/Risk Manager)

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

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

Adjourn

Posted Thursday, August 24, 2017 by 5:00 P.M.



Kandi Jackson, City Secretary



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

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

DATES TO REMEMBER

- **Monday, September 11, 2017 Regular City Council Meeting**
- **Monday, September 18, 2017 Regular City Council Meeting**

Consent Agenda Item: 1

Meeting Date: August 28, 2017

ITEM DESCRIPTION:

Consider approving City Council Work Session Minutes for August 21, 2017, Regular City Council Meeting Minutes August 21, 2017, and Joint Session with Seagoville Economic Development Corporation Minutes (City Secretary)

ITEM DESCRIPTION:

Approve Work Session Minutes for August 21, 2017, Regular City Council Meeting Minutes for August 21, 2017 and Joint Session with Seagoville Economic Development Corporation Minutes

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

August 21, 2017 City Council Work Session Meeting Minutes
August 21, 2017 City Council Regular Meeting Minutes
August 21, 2017 Joint Session with Seagoville Economic Development Corporation Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
AUGUST 21, 2017**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, August 21, 2017, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor	
Jon Epps	Mayor Pro Tem	
Jose Hernandez	Councilmember	Arrived at 6:31 p.m.
Rick Howard	Councilmember	
Harold Magill	Councilmember	
Mike Fruin	Councilmember	Arrived at 6:52 p.m.

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Water Utilities Director Phil DeChant, City Attorney Alexis Allen, Finance Director Patrick Harvey, Seagoville Economic Development Director Kirk Clennan, HR Director/Risk Manager Cindy Brown, and City Secretary Kandi Jackson.

A. Discuss regular session agenda items

Councilmember Hernandez arrived at 6:31 p.m.

- 1. Consider approving City Council Workshop Minutes for July 31, 2017 and Regular City Council Meeting Minutes August 7, 2017 (City Secretary)**

No Questions.

- 2. Consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing approval of a contract with the Texas Department of Public Safety (“DPS”) authorizing the City to purchase supplies necessary for the implementation of the breath testing and laboratory alcohol and drug testing program from DPS at a reduced cost; authorizing the Mayor to execute a contract with Texas Department of Public Safety, which is attached hereto as Exhibit A; and providing an effective date (Police Chief)**

Police Chief Calverley stated this Interlocal Agreement is to purchase necessary supplies for breath testing and laboratory alcohol and drug testing program from the Texas Department of Public Safety and is good for four (4) years.

REGULAR AGENDA-

- 3. Discuss and consider a Resolution of the City of Seagoville, Texas approving a Developer Agreement between the City of Seagoville and D.R. Cameron & Associates, Inc. pertaining to the construction of public infrastructure improvements for the development of Highland Meadows III; authorizing the City Manager to sign; and providing an effective date (Water Utilities Director)**
Engineer Jayson Melcher stated this Developer Agreement is for the construction of wastewater improvements to facilitate the development of Highland Meadows Phase III.
- 4. Conduct the second public hearing to receive input on the proposed annexation of approximately 7,277± feet in length and 80' in width of the recorded public right-of-way of East Malloy Bridge Road, located in Kaufman County, Texas, beginning at its intersection with the northern boundary line of territorial limits of the City of Seagoville, and running north/northeast to its intersection with the southern boundary line of the territorial limits of the City of Seagoville. (HR Director/Risk Manager)**
No Discussion.
- 5. Conduct a public hearing to receive citizen input on the proposed tax rate of \$0.743800 per \$100 valuation, which exceeds the effective tax rate calculated by the Dallas County Tax Assessor/Collector of \$0.7209427 or 3.17%. This rate will raise more revenue from property taxes than last year's budget by an amount of \$633,594 (Finance Director)**
Finance Director Harvey stated this will be the first of two public hearings concerning the tax rate. This tax rate is the same as last year.
- 6. Conduct a public hearing to receive citizen input on the proposed FY 2017-2018 budget for all City funds. This budget will raise more property taxes than last year's budget by \$633,594 or 16.14%, and of that amount, \$529,902 is tax revenue to be raised from new property added to the tax roll this year (Finance Director)**
Finance Director Harvey stated this will be the first of two public hearings concerning the budget.
- 7. Receive presentation from Chamber of Commerce regarding application for hotel/motel tax grant (Chamber of Commerce)**
City Manager Stallings stated Ritha Edwards will present applications for hotel/motel tax grant during Regular Session.
- 8. Conduct public hearing to receive input on the proposed FY 2017-2018 hotel/motel tax budget; and direct staff on the proposed grant application(s) for FY 2017-2018 hotel/motel occupancy tax funds (Finance Director)**
Finance Director Harvey stated there are three festivals held each year with the hotel/motel tax grant. They are the Mayfest, 4th of July Celebration, and Seagofest. The City would like to continue to partner with the Chamber of Commerce for community festivals.

9. Conduct a public hearing to receive input on the proposed increase of water and drainage rates (Finance Director)

(Councilmember Fruin arrived at 6:52 p.m.)

Finance Director Harvey stated a survey of surrounding cities was conducted and the City of Seagoville came in as the lowest of those surveyed.

10. Discuss and consider First Reading of an Ordinance amending Chapter 19, Division 2, Rates and Charges, by amending section 19.03.061, Water Rates, to provide new rates for water services within the city; providing for a penalty clause; repealing conflicting ordinances; providing for the publication of the caption hereof; and providing an effective date (Finance Director)

Finance Director Harvey stated this is the first of two readings of the Ordinance concerning the water and sewer rates. The increase is due to Dallas Water Utilities raising rates to the City of Seagoville.

11. Receive a presentation on the Seagoville Economic Development Corporation budget for fiscal year October 1, 2017 through September 30, 2018. (SEDC)

City Manager Stallings stated Item #11 will be moved until after the Joint Meeting.

12. Receive a presentation on the Seagoville Economic Development Corporation's Work Plan, including an Assessment of the Local Economic Development Environment and an Evaluation of Past Performance (SEDC).

City Manager Stallings stated Item #12 will be moved until after the Joint Meeting.

13. Discuss hands-free mobile phone Ordinance (Rick Howard)

Councilmember Howard stated phones are a distraction and he would like an Ordinance for hands-free mobile phone use to be considered.

Adjourned at 7:03 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
AUGUST 21, 2017**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:11 p.m. on Monday, August 21, 2017, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor
Jon Epps	Mayor Pro Tem
Jose Hernandez	Councilmember
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Water Utilities Director Phil DeChant, City Attorney Alexis Allen, Finance Director Patrick Harvey, Seagoville Economic Development Director Kirk Clennan, HR Director/Risk Manager Cindy Brown, and City Secretary Kandi Jackson.

Invocation – *Invocation was led by Harold Magill.*

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

Mayor’s Report – *Mayor Childress stated there will be a “Back to School Bash / Car Show” held on Sunday, August 27, 2017 at 107 N. Kaufman Street beginning at noon. He stated Billy Chasteen and several other people will sponsor the event. The proceeds will go to Seagoville Elementary School and Seagoville North Elementary School.*

Citizens Public Comment Period- *This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*

CONSENT AGENDA- The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

- 1. Consider approving City Council Workshop Minutes for July 31, 2017 and Regular City Council Meeting Minutes August 7, 2017 (City Secretary)**

2. **Consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing approval of a contract with the Texas Department of Public Safety (“DPS”) authorizing the City to purchase supplies necessary for the implementation of the breath testing and laboratory alcohol and drug testing program from DPS at a reduced cost; authorizing the Mayor to execute a contract with Texas Department of Public Safety, which is attached hereto as Exhibit A; and providing an effective date (Police Chief)**

Motion to approve Consent Agenda Items# 1 and #2 – Epps; seconded by Magill, motion passed with all ayes.

REGULAR AGENDA-

3. **Discuss and consider a Resolution of the City of Seagoville, Texas approving a Developer Agreement between the City of Seagoville and D.R. Cameron & Associates, Inc. pertaining to the construction of public infrastructure improvements for the development of Highland Meadows III; authorizing the City Manager to sign; and providing an effective date (Water Utilities Director)**

Motion to approve Resolution of the City of Seagoville, Texas approving a Developer Agreement between the City of Seagoville and D.R. Cameron & Associates, Inc. – Howard; seconded by Magill, motion passed with all ayes.

4. **Conduct the second public hearing to receive input on the proposed annexation of approximately 7,277± feet in length and 80' in width of the recorded public right-of-way of East Malloy Bridge Road, located in Kaufman County, Texas, beginning at its intersection with the northern boundary line of territorial limits of the City of Seagoville, and running north/northeast to its intersection with the southern boundary line of the territorial limits of the City of Seagoville. (HR Director/Risk Manager)**

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

No one spoke for or against.

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

5. **Conduct a public hearing to receive citizen input on the proposed tax rate of \$0.743800 per \$100 valuation, which exceeds the effective tax rate calculated by the Dallas County Tax Assessor/Collector of \$0.7209427 or 3.17%. This rate will raise more revenue from property taxes than last year’s budget by an amount of \$633,594 (Finance Director)**

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

No one spoke for or against.

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

- 6. Conduct a public hearing to receive citizen input on the proposed FY 2017-2018 budget for all City funds. This budget will raise more property taxes than last year's budget by \$633,594 or 16.14%, and of that amount, \$529,902 is tax revenue to be raised from new property added to the tax roll this year (Finance Director)**

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

No one spoke for or against.

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

- 7. Receive presentation from Chamber of Commerce regarding application for hotel/motel tax grant (Chamber of Commerce)**

Chamber of Commerce Managing Director Edwards presented applications for hotel/motel tax grant.

- 8. Conduct public hearing to receive input on the proposed FY 2017-2018 hotel/motel tax budget; and direct staff on the proposed grant application(s) for FY 2017-2018 hotel/motel occupancy tax funds (Finance Director)**

Mayor Childress opened the public hearing at 7:22 p.m.

No one spoke for or against.

Mayor Childress closed the public hearing at 7:22 p.m.

Motion to approve grant applicants for FY 2017-2018 hotel/motel occupancy tax funds- Epps, seconded by Howard.

Motion and second rescinded.

Motion to approve \$26,500 for the purpose of funding the grants- Hernandez; seconded by Fruin, motion passed with all ayes.

- 9. Conduct a public hearing to receive input on the proposed increase of water and drainage rates (Finance Director)**

Mayor Childress opened the public hearing at 7:24 p.m.

No one spoke for or against.

Mayor Childress closed the public hearing at 7:24 p.m.

- 10. Discuss and consider First Reading of an Ordinance amending Chapter 19, Division 2, Rates and Charges, by amending section 19.03.061, Water Rates, to provide new rates for water services within the city; providing for a penalty clause; repealing conflicting ordinances; providing for the publication of the caption hereof; and providing an effective date (Finance Director)**

First reading of an Ordinance to provide new rates for water services within the city.

No action.

- 13. Discuss hands-free mobile phone Ordinance (Rick Howard)**

No Action.

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

Mayor Childress stated there will be a “Back to School Bash / Car Show” held on Sunday, August 27, 2017 at 107 N. Kaufman Street beginning at noon. He stated Billy Chasteen and several other people will sponsor the event. The proceeds will go to Seagoville Elementary School and Seagoville North Elementary School.

Mayor Childress stated the Fitness, Health, and Safety Fair will be on September 26, 2017 from 9:00 a.m. to 4:00 p.m. at City Hall.

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

None.

(Council Meeting was recessed until 8:00 p.m.)

16. Joint Executive Session with Seagoville Economic Development Corporation

Pursuant to Texas Open Meeting Act, the Seagoville EDC and the City Council may convene into Executive Session to deliberate regarding the following matter:

Section 551.071 Gov’t Code: Consultation with Attorney-concerning the legal relationship between the City of Seagoville and the Seagoville Economic Development Corporation

17. Reconvene into Regular Session at 9:21 p.m.

Take any action as a result of the joint executive session regarding consultation with Attorney-concerning the legal relationship between the City of Seagoville and the Seagoville Economic Development Corporation.

No action taken.

11. Receive a presentation on the Seagoville Economic Development Corporation budget for fiscal year October 1, 2017 through September 30, 2018. (SEDC)

Motion to table Items#11 and #12- Howard; seconded by Magill, motion passed with all ayes.

12. Receive a presentation on the Seagoville Economic Development Corporation’s Work Plan, including an Assessment of the Local Economic Development Environment and an Evaluation of Past Performance (SEDC).

Adjourned at 9:23 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
JOINT WORK SESSION
AUGUST 21, 2017**

The Joint Work Session of the City Council of the City of Seagoville, Texas and the Seagoville Economic Development Corporation was called to order at 8:01 p.m. on Monday, August 21, 2017, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor
Jose Hernandez	Mayor Pro Tem
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember
Jon Epps	Councilmember
Don Cole	Chair
Jose Hernandez	Board Vice Chair
Barbara Sherman	Secretary/Treasurer (absent)
Stepper Sebastian	Board Member
Martin Ashley	Board Member
Harold Magill	Board Member
Alexandria Perez	Board Member

The following staff members were also present: City Manager Patrick Stallings, City Attorney Alexis Allen, HR Director/Risk Manager Cindy Brown, Seagoville Economic Development Director Kirk Clennan, and City Secretary Kandi Jackson.

**City Council called to order at 8:01 p.m.
SEDC called to order at 8:01 p.m.**

Councilmember Fruin made a motion for Seagoville Economic Director Kirk Clennan to be excused from the meeting. A vote was cast, 5 for – Hernandez, Howard, Magill, Fruin, and Epps, 3 against – Cole, Perez, and Martin.

1. Executive Session

Pursuant to Texas Open Meeting Act, the Seagoville EDC and the City Council may convene into Executive Session to deliberate regarding the following matter:

A. Section 551.071; Consultation with Attorney-concerning the legal relationships between the City of Seagoville and the Seagoville Economic Development Corporation

2. Reconvene Into Regular Session

- A. Take any action as a result of executive session regarding consultation with Attorney-concerning the legal relationship between the City of Seagoville and the Seagoville Economic Development Corporation**

No action taken.

SEDC Adjourn at 9:21 p.m.

City Council Adjourn at 9:21 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Consent Agenda Item: 2

Meeting Date: August 28, 2017

ITEM DESCRIPTION

Consider approval of a Resolution of the City of Seagoville, Texas, authorizing the Mayor to execute the Dallas Area Household Hazardous Waste Network Interlocal Agreement Amendment No.5 between the City of Seagoville and Dallas County, from October 1, 2017 until September 30, 2018; and providing an effective date.

BACKGROUND OF ISSUE

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

The attached agreement is in the fifth (5th) renewal of the five-year total contract term. The contract initiated in FY 2012-2013 under Dallas County Commissioner Court Order 2012-1223. As in the past, each renewal is brought to the Council annually for consideration.

FINANCIAL IMPACT

This expenditure is included in the FY18 budget.

EXHIBITS

Resolution
Agreement

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 51-R-2017

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK INTERLOCAL AGREEMENT AMENDMENT NO. 5 BETWEEN THE CITY OF SEAGOVILLE AND DALLAS COUNTY, FROM OCTOBER 1, 2017 UNTIL SEPTEMBER 30, 2018; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the desire of the City to join with the County and other interested jurisdictions to participate in a HHW collection program as a continuation of the 1994-2016 program; and

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

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

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

SECTION 1. That the Mayor is hereby authorized to execute an Interlocal Agreement Amendment No. 5 with Dallas County, a copy of which is attached hereto and incorporated herein as Exhibit "A", for the collection and disposal of household hazardous waste for FY 2017-2018.

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 28th day of August, 2017.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

**COURT ORDER
2017-0979**



Continuation of Household Hazardous Waste Program / Adoption of FY2018 Program Budget

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

BRIEFING DATE: 8/1/2017
FUNDING SOURCE: Escrow Fund 532

Be it resolved and ordered that the Dallas County Commissioners Court does hereby approve the continuation of the Household Hazardous Waste program, its FY2018 interlocal agreement with participating cities, and its proposed FY2018 budget of \$1,772,353 (of which \$140,000 consists of prior-year carryover for contract labor, capital expenses, and other operational expenses).

It is further resolved and ordered that the County Judge is authorized to sign the aforementioned FY2018 interlocal agreements on behalf of the County.

Done in open court August 1, 2017, by the following vote:

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

OPPOSED: None
ABSTAINED: None
ABSENT: None

Recommended by: Rick Loessberg
Originating Department: Planning and Development

STATE OF TEXAS)
COUNTY OF DALLAS)

AGREEMENT BETWEEN CITY OF SEAGOVILLE AND DALLAS COUNTY

WITNESSETH:

WHEREAS, the City of Seagoville, Texas, (the "City") wishes to enter into this agreement (the "Agreement") to join the Dallas Area Household Hazardous Waste Network (the "HHW Network") to coordinate the planning and implementation of a hazardous waste collection program from October 1, 2017, through September 30, 2018, with options to renew for four additional one-year terms; and

WHEREAS, Dallas County, Texas acting by and through the Dallas County Commissioners Court ("County") approves the City's participation in the HHW Network; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, as amended, provides authorization for local governments to enter into contracts with other local governments and state agencies; and

WHEREAS, the Dallas County Commissioners Court adopted Court Order Number 94-751 establishing the HHW Network to coordinate the planning and implementation of a HHW collection program; and

WHEREAS, the HHW Network has successfully served the residents of the participating local governments since its inception in 1994 and is prepared to continue its services;

NOW, THEREFORE, THIS AGREEMENT is hereby made and entered into by the City and the County upon mutual consideration stated herein:

PURPOSE:

It is the desire of the City to voluntarily join with the County and other interested jurisdictions, to participate in a Household Hazardous Waste ("HHW") collection program as a continuation of the 1994-2017 program. The terms and conditions set forth within this Agreement provide the cooperative framework for the City and the County to undertake a variety of activities necessary to coordinate the planning and

implementation of a HHW collection program and to provide public education aimed at decreasing the generation of HHW.

GENERAL CONDITIONS:

The specific Scope of Services (see attached **Exhibit A2018**) has been reviewed and approved by the HHW Network. The parties agree **Exhibit A2018** is incorporated herein for all purposes. Any and all changes having a financial impact must be approved in advance by a mutually executed letter of agreement between the City and the County. Each letter of agreement, upon full execution, will become an addendum to this Agreement which is automatically incorporated upon mutual execution of the parties.

I. TERM

The Term of this Agreement will begin on October 1, 2017 and continue until September 30, 2018 ("Term").

II. NOTICE

Any notice, demand, or request related to this Agreement must be in writing and sent by U.S. Certified or Registered Mail to the designated contact at the address below. A notice, demand, or request will be considered received by the addressee three (3) business days after the date the notice, demand, or request was sent by U.S. Certified or Registered Mail to the contact at the address below.

<u>Dallas County Contact</u>	<u>City Contact (Name, Title, Address, Phone,</u>
<u>Fax)</u> Earle Blakney HHW Program Manager Dallas County 11234 Plano Road Dallas, TX 75243 PHONE: (214) 553-1765 FAX: (214) 553-6507	City of Seagoville 702 N. Hwy 175 Seagoville, TX. 75159

With Copy to:

Russell Roden
Chief, Civil Division
Dallas County

- b) The City agrees operational and capital costs must be paid quarterly in advance.
 - c) In the event of early withdrawal, the operational and capital costs will not be pro-rated for partial quarter participation but will become immediately due and payable in full.
2. Evidence that funding has been committed and encumbered which will be available for the obligations set forth herein in an appropriate form (City Council resolution, approved line item budget, letter from department head or other official authorized to encumber funds, etc.).
 3. A request to the County in writing when the City wishes a collection event to be held within the City's jurisdiction and assistance in obtaining HHW collection site location(s), community support, volunteers, and volunteer amenities for the requested event.
 4. Onsite representation at HHW collection(s) within its jurisdiction.
 5. Notification to the County in writing at least sixty (60) days prior to withdrawal from this Agreement by the City.
 6. One representative and one alternate on the HHW Network to attend Network meetings and participate in the decision-making process.

The City acknowledges that the financial responsibility for vendor's disposal, set up, and transportation costs, based on actual usage by residents of the City, rests with the City. The City further acknowledges and agrees its financial responsibility is determined by a proportional share of the program Operational and Capital Budgets, based on the City's percentage of total single-family households served and using single-family household projections from the North Central Texas Council of Governments. The Operational and Capital Budgets will be determined by the County and the HHW Network. No participating City will be obligated to incur expenses without their prior knowledge and approval.

V. HHW NETWORK RESPONSIBILITIES

Under the Bylaws of the HHW Network as included in **Exhibit C2018** which is incorporated herein for all purposes, the HHW Network will:

1. Provide guidance and direction to the Program Manager in the selection of a HHW disposal contractor, in identifying and selecting waste disposal options, in advertising HHW collections, and in developing and implementing a HHW public awareness program.

2. Create a Finance Committee, composed of those HHW Network members that contribute funds, to make recommendations to the HHW Network regarding expenditures of funds for the HHW Program.
3. Provide guidance and direction to the Program Manager in scheduling community HHW collection events. The HHW Network will attempt to honor all requests from member cities wishing to host a community HHW collection event. Should insufficient dates be available to accommodate all such requests, the number of events hosted by a single member City annually may be scheduled at a rate that is proportional to that City's share of single family households served.
4. Pay for all routine maintenance at the Collection Center and be responsible for capital additions necessitated by program operations.

VI. LIABILITY

To the extent allowed by law, and without creating a sinking fund, the County agrees to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments against the County, including workers' compensation claims, arising out of the performance of the work and services under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this Agreement which are caused by the sole negligence of the County, its agents, officers and/or employees. To the extent allowed by law, and without creating a sinking fund, the City agrees to be responsible for any liability or damages the City may suffer as a result of claims, demands, costs or judgments against the City, including workers' compensation claims, arising out of the performance of the work and services under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) occurring during the performance of this Agreement which are caused by the sole negligence of the City, its agents, officers and/or employees.

County and City agree that any such liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, agents and officers will be determined in accordance with the comparative responsibility laws of the State of Texas.

This Agreement is made solely for the benefit of the parties, and nothing herein will be construed as granting any rights or cause of action to any third party. This Agreement is made subject to the County's and City's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and the Texas Tort Claims Act.

VII. RENEWAL, CANCELLATION AND AMENDMENTS

This Agreement may be renewed on October 1 of each year for four additional one-year terms by mutual agreement of the parties (a "Renewal"). A Renewal will be effectuated by a formal amendment to this Agreement which also reflects the current fiscal obligations of the parties for the current Renewal term. Either party may withdraw from this Agreement at any time without cause, provided that it has notified the other party in writing at least sixty (60) days prior to its intended withdrawal date.

Notwithstanding anything to the contrary herein, County's obligations contained in this Agreement and any extension hereto are expressly contingent upon the availability of funding for each item and obligation. Neither the State of Texas nor any City or any other person or entity will have any cause of action against the County of Dallas regarding this Agreement in the event that the County is unable to fulfill its obligations under this Agreement as a result of the lack of sufficient funding from any source utilized to fund this Agreement or failure of any funding party, including the County, to budget or authorize funding for this Agreement during the current or future fiscal years. In the event of insufficient funding by County or any other funding entity, or if funding for this Agreement is terminated, limited, suspended or withdrawn, or if funds become unavailable in whole or part, the County, at its sole discretion, will have the right, but not the obligation, to terminate County's obligations herein and withdraw from this Agreement with at least sixty (60) days prior written notice to the other HHW Network entities. Nothing herein will prevent the County, in its sole discretion, from providing funding from a separate source.

VIII. PAYMENT

The City, once receiving an invoice from the County for services rendered (operational, disposal, capital, set up, and/or transportation costs), must provide payment within thirty (30) days to the County per this Agreement and any addendum(s) to this Agreement. If the City fails to pay within thirty (30) days, the City will be charged a late fee of one percent (1%) of the invoice amount for each additional month or portion thereof. Disputes should be directed to the HHW Program Manager. Interest charges on disputed amounts will be suspended until an accurate figure has been documented and re-submitted to the City by HHW Network staff. Upon written request from the City, invoices from the County must be accompanied by copies of all participant surveys and other relevant backup documents to the invoice. Payments required under this Agreement must be in amounts that fairly compensate the performing party for the services or functions performed and shall be made from current revenues available to the paying party.

IX. AMENDMENTS AND CHANGES IN THE LAW:

No modification, amendment, novation, renewal or other alteration of this

Agreement will be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition, or deletion to the terms or conditions of this Agreement which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Agreement and will be effective on the date designated by said law. Provided, however, that if the change in federal or State law renders the basic purposes of this Agreement illegal, invalid or unenforceable then either party may, upon written notice to the other, terminate this Agreement, and the parties agree to enter into good faith negotiations to replace this Agreement with an agreement as similar to the terms and conditions of this Agreement as legally permissible.

X. SEVERABILITY:

If any provision of this Agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions herein. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions will continue and be given effect as if the illegal or invalid provisions had never been incorporated.

XI. SIGNATORY WARRANTY:

This Agreement has been authorized by the City through a duly enacted resolution passed by the City Council. The person or persons signing and executing this Agreement on behalf of City, or representing themselves as signing and executing this Agreement on behalf of City, do hereby warrant and guarantee that he, she or they have been duly authorized by City to execute this Agreement on behalf of City and to validly and legally bind City to all terms, performances and provisions herein set forth.

XII. ENTIRE AGREEMENT:

This Agreement, including all exhibits and attachments, constitutes the entire agreement between the parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written.

XIII. BINDING EFFECT:

This Agreement and the respective rights and obligations of the parties hereto will inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

XIV. FEDERAL OR STATE FUNDED PROJECT:

If Agreement is funded in part by either the State of Texas or federal government, the City agrees to timely comply without additional cost or expense to County, unless

otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Agreement.

XV. DEFAULT/CUMULATIVE RIGHTS/MITIGATION:

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

XVI. COUNTERPARTS, NUMBER/GENDER AND HEADINGS:

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

The County of Dallas, State of Texas, has executed this Agreement pursuant to Commissioners Court Order 2017-0979 passed on the 1st day of August, 2017.

COUNTY:

EXECUTED THIS 1st DAY OF August, 2017.

BY: Clay Lewis Jenkins
County Judge
Dallas County, Texas

RECOMMENDED BY:

BY: Rick Loessberg
Director
Planning and Development
Dallas County, Texas

APPROVED AS TO FORM*:

FAITH JOHNSON
District Attorney
Dallas County, Texas

BY: Randall Miller
Assistant District Attorney
Civil Division
Dallas County, Texas

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

CITY:

The City of Seagoville has executed this Agreement pursuant to Resolution Number _____, the _____ day of _____, 2017.

EXECUTED THIS _____ DAY OF _____, 2017.

BY: Mayor

APPROVED AS TO FORM:

BY: City Attorney

Exhibit A2018 Scope of Services

Overview

For the Term of this Agreement or a Renewal Term, Dallas County proposes to operate a Household Hazardous Waste (HHW) disposal program on behalf of the participating cities of the Dallas Area Household Hazardous Waste Network (HHW Network). To accomplish this, the County will continue to use the HHW Network as multi-jurisdictional guidance to the HHW Program Manager in order to maintain an efficient and jurisdictionally sensitive collection program.

As the nucleus of a management structure, the County, through Interlocal Agreements with participating cities, will continue to direct and manage the planning, coordination, and implementation of the HHW Network and HHW collection program. The HHW Network will function as an advisory board and will consist of representatives from participating cities and Dallas County. County staff will provide project governance and oversight.

Strategy

Each spring and fall, the HHW program will target a series of temporary collection sites throughout the participating area, as selected by participating cities in the HHW Network, for one-day community collection events. The participating cities will select the days of the events. The County will oversee the operation of a fixed-site Collection Center for year-round access in addition to the aforementioned collection events. The County may provide transportation of materials between the Collection Center and city-owned satellite collection stations that are available to all participating cities as an adjunct to the Collection Center.

Each city will be able to participate in each of the one-day community collection events. Each event will be held on a different day, at a different location, as determined by the HHW Network. Residents of each participating city also can use the Collection Center on a year-round basis.

For all one-day community collection events, the HHW Program Manager and staff will coordinate scheduling, vendor services, equipment, supplies, advertising, and labor for onsite activities. The host city will provide for traffic control and site security, and will have an onsite City representative for the duration of any collection held within its jurisdiction. The host city will also assist in providing volunteers and volunteer amenities. The County will negotiate the disposal or diversion of HHW on behalf of the HHW Network participants, according to the criteria established by the HHW Network.

Dallas County will provide office space, a Collection Center site, project management, and a mobile unit. The HHW Program Manager and staff must be County employees, whose salaries and benefits are funded by the participating cities and/or

through grants. All disposal, set up, and transportation costs will be funded by the participating cities, based on participation rates. All operating costs, including personnel, facility and equipment maintenance, advertising, supplies, services, and other operational costs will be funded by the participating cities proportionally, based on the most current single-family population figures from the North Central Texas Council of Governments. Program enhancements and capital additions necessitated by program operations will be the responsibility of the HHW Network and funded by the participating cities and/or by grants. All satellite collection centers must be owned and staffed by the host city and available to residents of all HHW Network cities. All satellite station costs for operations, personnel, and facility maintenance will be funded by the host city. Vehicles and supplies for handling and packing will be provided by the HHW Network through funding for the HHW Program.

All overhead for the Household Hazardous Waste Program and Collection Center will be funded through the HHW Network operating and capital budgets. Each participating city must provide the County with funds to cover its collection, disposal, transportation and setup costs within thirty (30) days of receiving an invoice from the County.

Operational and capital costs will be paid quarterly in advance. The City will pay a percent of the operational and capital costs equivalent to its percent of the total of single-family households in all participating cities. Single-family household totals will be acquired from statistics published by the North Central Texas Council of Governments. Collection Center disposal costs will be billed to the City at the end of each billing period, according to the number of residents participating during the billing period. Satellite station disposal costs will be billed to the City at the end of each billing period, applying the Collection Center billing rate to the number of residents using the Satellite station. Collection event costs, including setup, disposal, transportation, etc., will be billed after each event, according to the number of residents participating at the event. The County, as signatory on all contracts, will pay the HHW disposal contractor and all other vendors with the funds received from the participating cities.

If, at any time, it appears that a city lacks sufficient funding to complete the contract year, the city must choose one of the following options:

- The City may cap its costs, and no longer pay for its residents to drop off their waste at the collection center or future one-day events to be held within the Term of the Agreement or a Renewal term; or
- The City may decide to continue to allocate funds and allow its residents to participate in the collection center and future events to be held in the Agreement year. *

* If a city decides to continue to fund costs for its residents above the sum provided for in its Interlocal Agreement with the County, then the City must provide the County with a letter of agreement as an addendum to the Interlocal Agreement whereby the city is contractually obligated to pay the County any additional costs for HHW

collection during the period in which it wishes to extend its payment obligations and specifies a new not-to-exceed budget limit.

If a city does not make a provision to cover a cost overrun, and the city reaches its contractual limit (as provided for in the Interlocal Agreement or its addendum(s)), subsequent participants from that city must pay their own collection fees in order to dispose of their HHW at the Collection Center or community collection event sites until an addendum is added to the Agreement to cover additional costs. This fee will be calculated from the most recent average collection cost per household or from actual disposal costs, whichever is greater.

Program Objectives

The ultimate objective of the HHW program is to minimize or eliminate the disposal of HHW in area landfills and storm water sewers through reuse/recycling, education and collection/disposal. Toward this end, this program will:

1. Operate a year-round collection center and a series of one-day community collection events each spring and fall throughout Dallas County, serving at least 9,000 households annually.
2. Provide HHW Network cities an opportunity and forum to address storm water pollution and HHW issues.
3. Involve as many cities as possible in the HHW Network.
4. Establish a precedent in Dallas County for handling HHW through a regional approach that will serve as a model for other multi-jurisdictional areas.
5. Educate the public as to alternatives, wise purchasing, and safe disposal through the use of as many of the following as possible: internet sites, utility bill stuffers, newspaper, television & radio public service announcements, contact with local environmental groups, trade show exhibits, presentation at schools, neighborhood organization meetings, service organizations, etc.
6. Gather data regarding citizen interest as well as types and amounts of HHW diverted from the waste stream by surveying collection participants.
7. Divert a substantial amount of HHW from municipal landfills.
8. Involve local businesses, especially those connected with the manufacture or sales of HHW generating products.
9. Involve local environmental groups, Dallas County Public Health Advisory Committee, Dallas County Health Dept., Texas Cooperative Extension Services, and the Southwest Institute of Forensic Sciences.

Special Training Requirements

Dallas County, as Operator, will be responsible for providing personnel at all collection locations. Those personnel may be county, city, volunteer, or contract personnel. The County will ensure that all personnel involved in collection activities have received training appropriate to their duties as specified in Texas Administrative Code Title 30, Section 335.407.

All citizen volunteers must attend a brief onsite orientation session prior to assisting with collection activities. This orientation will be provided by Dallas County HHW Program staff. Citizen volunteers will be restricted from entering areas where hazardous materials are handled, and their activities will be limited to taking surveys, distributing educational literature, processing non-hazardous recyclables and assisting with traffic control.

Records and Reporting

The Program Manager and staff must prepare quarterly progress reports for the County, HHW Network, and relevant grant agencies. Financial reports and progress reports must be presented at least quarterly and in accordance with grant requirements. Financial records, contacts, and data from the collection surveys must be computerized. A final report must be presented within 90 days of the end of each collection event, fiscal quarter, and fiscal year. The final report must include the results of surveys taken from participating citizens and participating cities to gather data including frequency of use and materials collected.

Program Goals

- Participation by at least 9,000 of the area households annually
- Participation by at least 50% of the cities in the County
- Increase public outreach to households in participating cities
- Coverage by general circulation newspaper and/or broadcast media
- Involvement of the community at all levels; government, industry, and citizens

Exhibit B2018

FY2018 HHW PROGRAM BUDGET SUMMARY

This exhibit summarizes the total program funding for fiscal year 2018 (“FY18”) as approved by the Dallas Area Household Hazardous Waste Network at its regular meeting on April 27, 2017 and the Dallas County Commissioners Court on August 1, 2017.

The Operational Budget includes personnel and operating costs, which are shared by the Network cities based on single-family household projections published by North Central Texas Council of Governments. Personnel costs include all HHW staff salaries and fringe benefits. Operating costs include supplies, equipment, advertising, public education, volunteer support, staff development, printing, postage, facility maintenance, utilities, and all other direct programming costs.

Capital Expense Budget costs are provided by the cities based on single-family household projections published by the North Central Texas Council of Governments. These funds are set aside for capital maintenance and improvements including building repairs, equipment repair or replacement, mechanical upgrades, and expansion projects.

The Collection/Disposal Budget is comprised of vendor costs for collection services, contract labor, and materials disposal. These costs vary according to actual usage and are indicated in the budget summary for planning purposes only. ***Funding for collection, contract labor, and disposal costs will be collected from the cities after the fact, on an as-used basis.***

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

BUDGET SECTION	CITY FUNDING
OPERATIONAL BUDGET	
Personnel Costs	\$ 487,228
Operating Costs	\$ 212,125
CAPITAL EXPENSE BUDGET	\$ 93,000

COLLECTION / DISPOSAL BUDGET	
TOTAL PROGRAM BUDGET	Exhibit B2018

DALLAS COUNTY HOUSEHOLD HAZARDOUS WASTE PROGRAM

Proportional Shares of FY2018 Operational and Capital Budget *
Based on Estimated SINGLE FAMILY HOUSING UNITS **

City	Service Area Based on Single Family Households as per Current NCTCOG Estimates**	Percent of Service Area	FY18 Quarterly Share of Operational and Capital Budgets*	FY18 Annual Share of Operational and Capital Budgets*
Addison	1,794	0.33%	\$ 577	\$ 2,403
Dallas	284,183	52.70%	\$ 91,352	\$ 380,693
De Soto	15,536	2.88%	\$ 4,994	\$ 20,812
Duncanville	11,616	2.15%	\$ 3,734	\$ 15,561
Farmers Branch	8,821	1.64%	\$ 2,836	\$ 11,817
Garland	64,400	11.94%	\$ 20,702	\$ 86,270
Highland Park	3,492	0.65%	\$ 1,123	\$ 4,678
Irving	41,390	7.68%	\$ 13,305	\$ 55,446
Mesquite	38,840	7.20%	\$ 12,485	\$ 50,030
Richardson	30,356	5.63%	\$ 9,758	\$ 40,665
Rowlett	18,726	3.47%	\$ 6,020	\$ 25,085
Sachse	7,074	1.31%	\$ 6,020	\$ 9,476
Seagoville	3,710	0.69%	\$ 1,193	\$ 4,970
Sunnyvale	1,758	0.33%	\$ 2,422	\$ 2,355
University Park	7,533	1.40%	\$ 2,422	\$ 10,991
Wilmer	1,288	0.24%	\$ 414	\$ 1,725
TOTAL	540,517	100%	\$ 180,588.25	\$ 722,353

NOTES:

* FY18 Net Operational Budget = \$679,353 Net Capital Costs = \$43,000 Combined Net Operational and Capital Budget = \$722,353

Operational and Capital budget shares are determined by multiplying each city's Percent of Service Area times the net total of those two budgets. City shares are billed quarterly in advance and may be proportionately adjusted in the event city participation changes. Disposal costs are paid in addition to Operational and Capital costs and are based on actual usage.

** Single-family housing estimates were revised 4/15/15, using latest published figures from NCTCOG, which have not changed from previous year estimates.

Exhibit C2018**BYLAWS OF THE DALLAS AREA HOUSEHOLD HAZARDOUS WASTE NETWORK****Article I: Name**

The name of this organization is the **Dallas Area Household Hazardous Waste Network** (hereafter referred to as the “**HHW Network**”).

Article II: Mission

The purpose of the HHW Network is to efficiently organize and promote the collection of household hazardous wastes (HHW) among individuals residing in Dallas County, or in counties adjacent to Dallas County, as agreed to by the Network Members. In order to accomplish this mission, the HHW Network will actively promote cooperative arrangements among governmental agencies in the County and will provide a forum for discussion of techniques for collection and disposal of HHW.

Article III: Members

Voting Members - Voting membership in the HHW Network will be offered to one representative of each city volunteering to participate in the HHW Network and to one representative of Dallas County. Any city requesting membership must provide an official written notice of the name of the individual to be designated as the HHW Network member. Once designated, an individual member must arrange to have an alternate designated to participate in the absence of the member.

Advisory (Non-voting) Members - the County Judge will name additional Advisory (Non-voting) Members to the HHW Network representing the following categories or organizations:

- one member representing Dallas County, other than the County's voting member
- one member representing the North Central Texas Council of Governments
- three members representing advocacy, environmental, or other citizen groups such as: Texas Cooperative Extension Service, Audubon Society, and League of Women Voters
- two members representing the private sector

Term - each of the designated individuals will serve until his/her successor is designated.

Article IV: Meetings

The HHW Network will meet as required to conduct its business. All HHW

Network meetings must be public meetings open to all participants. The Project Manager of the HHW Network must establish a mailing list for notification of all meetings, and must include on this list any individual that requests notification.

Quorum - At any regular meeting of the HHW Network, a quorum will consist of half of the individuals who have then been duly designated or appointed pursuant to Article III.

Article V: Voting

Each Voting Member of the HHW Network will have one vote.

Article VI: Officers and Committees

The HHW Program Manager will preside at all meetings. The HHW Program Manager and staff will be responsible for all staff work and notifications related to the Network. The Program Manager must not be a voting member of the Network. The HHW Network, by majority vote, may establish such committees as the HHW Network considers necessary to carry out the work of the organization.

Finance Committee - The Finance Committee must consist of representatives of each city that has made a binding commitment to participate in a disposal program and the County's voting member. The Program Manager will serve as an ex officio member of this committee. No contract or other financial arrangement affecting the participants may be referred to or approved by the HHW Network without first receiving approval of the Finance Committee.

Article VII: Amendments

These bylaws will become effective when ratified by a majority of HHW Network voting members attending a regular meeting, and when approved by Dallas County Commissioners Court. Amendments may be proposed by any member at any time, in writing. Such amendments will be voted on at a duly called HHW Network meeting to which notice has been given that an amendment will be proposed. Amendments passed by 2/3 of the voting members present will become part of the bylaws.

Regular Agenda Item: 3

Meeting Date: August 28, 2017

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an agreement with Halff Associates, Inc. for the purpose of providing surveying and engineering services for the Highway 175 Wastewater Main Crossing; authorizing the City Manager to sign; and providing an effective date

BACKGROUND OF ISSUE:

The wastewater main crossing State Highway 175 between Environmental Way and May Road is aging and in poor condition. The 10-inch diameter pipe has been cleaned and inspected, which has revealed that the pipe needs to be rehabilitated or replaced. Halff estimates that the pipe will need to be 15 to 18-inches in diameter to adequately convey ultimate projected flowrates in its service area. Rehabilitation by lining is not feasible because of the capacity loss that would result. Pipe bursting has also been deemed infeasible because of the required diameter increase and the potential that an encasement pipe exists. As a result, replacing the line with a new highway crossing appears to be the only viable alternative. This new crossing will require a TxDOT permit, for which engineered construction drawings will have to be submitted.

Halff has provided a proposal for surveying and engineering services to design the highway crossing.

EXHIBITS:

Resolution 52-R-2017

Halff's Standard Agreement for Professional Engineering Services

Exhibit A, Proposed Scope of Work and Fee

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 52-R-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AN AGREEMENT WITH HALFF ASSOCIATES, INC. FOR THE PURPOSE OF PROVIDING SURVEYING AND ENGINEERING SERVICES FOR THE HIGHWAY 175 WASTEWATER MAIN CROSSING; AUTHORIZING THE CITY MANAGER TO SIGN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas desires to enter into an Agreement for the purpose of providing surveying and engineering services to design the highway 175 wastewater main crossing; and,

WHEREAS, Halff Associates, Inc. has provided a proposal for purpose of providing surveying and engineering services to design the highway 175 wastewater main crossing in the amount of \$86,800; and,

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

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

SECTION 1. The agreement attached hereto as Exhibit A, with Halff Associates, Inc., for surveying and engineering services related to the design of the Highway 175 wastewater main crossing, in an amount not to exceed \$86,800 (eighty-six thousand, eight-hundred dollars) is approved, and the City Manager is authorized to execute the same on behalf of the City.

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

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, this the 28th day of August, 2017.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis Allen, City Attorney



August 22, 2017
P33093

Patrick Stallings
Seagoville City Manager
702 N Highway 175
Seagoville, Texas 75159

RE: State Highway 175 Wastewater Main Crossing Replacement

Dear Mr. Stallings:

The wastewater main crossing State Highway 175 between Environmental Way and May Road is aging and in poor condition. The 10-inch diameter pipe has been cleaned and inspected, which has revealed that the pipe needs to be rehabilitated or replaced. Halff estimates that the pipe will need to be 15 to 18-inches in diameter to adequately convey ultimate projected flowrates in its service area. Rehabilitation by lining is not feasible because of the capacity loss that would result. Pipe bursting has also been deemed infeasible because of the required diameter increase and the potential that an encasement pipe exists. As a result, replacing the line with a new highway crossing appears to be the only viable alternative. This new crossing will require a TxDOT permit, for which engineered construction drawings will have to be submitted.

Halff is pleased to provide this proposal to provide surveying and engineering services to design the highway crossing. Attached to this letter are complete originals of the following documents:

- Halff's Standard Agreement for Professional Engineering Services (four pages)
- Exhibit A, Proposed Scope of Work and Fee (five pages)

If these documents meet your approval, please sign the Standard Agreement and return a complete copy to us for our records. We look forward to working for the City of Seagoville on this critical project. Please contact me if you have any questions or need any additional information.

Respectfully Submitted,
HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "J Melcher", is written over the typed name.

Jayson Melcher, PE
Dallas Operations Manager

Attachments (2)

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the City of Seagoville, Texas, a municipal corporation, duly authorized to act by the City Council of said Client, hereinafter called "Client," and Halff Associates, Inc., a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

W I T N E S S E T H :

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

1. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

2. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by an engineer to a municipal corporation. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

3. Compensation - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

4. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

5. Termination of Work - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

6. Ownership of Documents - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable

under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

7. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

8. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

9. Indemnification. Engineer does hereby agree to, indemnify Client and its officials, officers, agents, representatives, employees and invitees from and against liability, claims, suits, demands and/or causes of action, (including, but not limited to, reasonable attorney's fees and costs of litigation), which arise by reason of death or injury to property or persons but only to the extent caused by the negligent act or omission or willful misconduct of Engineer, Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates.

In the event that the Client and Engineer are alleged or found to be concurrently negligent, the Parties agree that all liability shall be calculated on a comparative basis of fault and responsibility and that neither Party shall be required to defend or indemnify the other Party for that Party's negligent or intentional acts, errors or omissions.

10. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of three years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. For coverage provided on a claims-made basis, Engineer agrees to use its best efforts to maintain this policy for a period of four (4) years after the cessation of any work for the Client or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

11. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

12. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

13. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

14. Jurisdiction and Venue - This Agreement shall be administered under the substantive laws of the State Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in Dallas County, Texas.

15. Integration, Merger and Severability – This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

16. Exclusivity of Remedies – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article 9. Indemnification and Article 20. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

17. Timeliness of Performance - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

18. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

19. Signatories. The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

20. AGREED REMEDIES - IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

Further, it is the intent of the Parties to this Agreement that Engineer's services under this Agreement shall not subject Engineer's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the services performed or performable under this Agreement.

21. **WAIVER** - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CITY OF SEAGOVILLE, TEXAS, TEXAS

By:



Signature

By:

Signature

Jayson Melcher

Printed Name

Printed Name

Dallas Operations Manager

Title

Title

August 11, 2017

Date

Date

EXHIBIT A

SECTION 1 – SCOPE OF SERVICES

BASIC SERVICES, LUMP SUM TASKS

GENERAL SCOPE OF SERVICES

The PROJECT will enable CITY OF SEAGOVILLE (CITY) to replace an aging gravity sewer main crossing State Highway 175 exhibiting condition issues and lacking capacity for future development. This Scope of Services and corresponding fee are based on approximately 500 linear feet of new gravity sewer lines and manholes. The pipeline is estimated to be 18-inches in diameter or less; the diameter will be finalized in the course of design. Increases in the quantity or capacity of infrastructure from the assumed bases will require modification to the PROJECT scope and/or fee.

A. TASK I – DESIGN SURVEY AND BASE MAPPING

- (1) Prepare right-of-entry and permit-to-survey letters, and obtain permission from the owner of each affected property to perform survey. If property owners fail to approve within three weeks from receipt of permission letter, HALFF shall attempt to contact each such owner by telephone and a follow-up letter, certified mail, return receipt requested. The CITY will be given a list of those property owners who fail to respond to pursue other avenues of obtaining access;
- (2) Establish horizontal and vertical control for the PROJECT. The horizontal control shall be based on the Texas State Plane Coordinate System, Central Zone North American Datum of 1983 (NAD83) coordinates and the vertical control being based on North American Vertical Datum of 1988. Survey control shall be adjusted to surface coordinates. Provide survey notes and/or electronic files with clear location and description of benchmarks and horizontal control points. Benchmarks shall be documented and retraceable. PROJECT shall be tied into CITY vertical and horizontal control if required.
- (3) Ground survey existing visible elements within the limits of proposed properties and easements associated with the PROJECT, as necessary for the design for gravity pipeline, including, but not limited to the following:
 - (a) Existing pavement, curbs, sidewalks, driveways, barrier free ramps, etc.;
 - (b) Guardrails;
 - (c) Utility manholes, inlets, vaults, water valves, water meters, sprinkler heads, telephone poles, power poles, utility markers, other public utilities, and franchise utilities;
 - (d) Signs, traffic signal poles, cabinets, and other signal equipment;
 - (e) Buildings, retaining walls, fence limits and material types;
 - (f) Other applicable physical features that could impact design;
 - (g) Flowlines of manholes, inlets, culverts and other utility structures; and
 - (h) Field sketches of manholes;
- (4) Based on the ground survey, generate one-foot contours within the limits of proposed properties and easements associated with the PROJECT. Prepare composite base map of all features located in the field through the ground survey;

B. TASK II – GEOTECHNICAL INVESTIGATION

- (1) Perform field and laboratory geotechnical investigations to provide subgrade conditions, soil and groundwater conditions for foundations and excavations, and

EXHIBIT A

- sewer embedment and backfill recommendations, as necessary for the design for PROJECT. Drill, classify, and perform pertinent tests on soils at two locations (not to exceed 50 vertical feet of boring). If number of borings required exceeds these values, additional compensation may be requested as an additional
- (2) Prepare a report containing recommendations regarding surface conditions, soil and geologic conditions at the proposed interceptor alignment, excavation and trench slope consideration, anticipated settlement, compaction, fill and structural design considerations. Provide one copy of geotechnical investigation summary report for CITY records. Report shall be sealed by a Professional Engineer licensed in the State of Texas; and

C. TASK III – DESIGN PHASE AND PERMITTING SERVICES

- (1) 60 Percent Phase.
 - (a) Prepare 60% construction plans, including Cover Sheet, General Notes, Survey Control, Pipeline Plan/Profile Sheets, Standard Details, Special Details, and Traffic Control Plans.
 - (b) Prepare draft technical specifications for the PROJECT and 60% opinion of probable construction costs (OPCC)
 - (c) Submit one full size set of the 60 percent plan set, specifications and OPCC to CITY for review.
 - (d) Prepare and participate in one review meeting to receive and discuss CITY comments.
- (2) 95 Percent Phase.
 - (a) Incorporate CITY review comments on the 60% submittal.
 - (b) Prepare any additional sheets required that were not included in the 60% submittal phase
 - (c) Revise technical specifications for the PROJECT and 95% OPCC
 - (d) Submit one full size set of the 95 percent plan set, specifications and OPCC to CITY for review.
 - (e) Prepare and participate in one review meeting to receive and discuss CITY comments.
- (3) Issued for Bid Construction Documents.
 - (a) Incorporate CITY review comments on the 95 percent submittal.
 - (b) Finalize, Seal, and submit three full size sets and one electronic file in pdf format on CD's.
- (4) TXDOT Permitting and TCEQ Correspondence
 - (a) Prepare a TXDOT utility permit for construction. Submit to CITY for approval. CITY will submit to TXDOT for TXDOT approval. Place approved TXDOT utility permit with in Bid Documents for contractor's information and coordination during construction phases.
 - (b) Prepare TCEQ summary transmittal letter in accordance with TCEQ requirements. If requested by TCEQ, submit a Project Engineering Report, Engineering Plans and Specifications for TCEQ review.

D. TASK IV – BID PHASE SERVICES

- (1) Provide a Notice to Bidders for publication by the CITY in legal notices for the PROJECT. Send advertisements to potential bidders and suppliers. Distribute plan sets to potential bidders and assess a fee to recoup the cost of providing hard copy bid sets. Maintain a list of drawing holders. Provide the list to prospective bidders. Include the list of drawing holders with any addenda distributed for the PROJECT;

EXHIBIT A

- (2) Respond to questions related to the distribution of documents, construction contract provisions, and bidding requirements and technical questions regarding the PROJECT. Prepare, print, and distribute addenda addressing additions, deletions, modifications, or interpretations to the contract documents;
- (3) Conduct one pre-bid conferences for the construction PROJECT, and prepare minutes and responses. Responses to each pre-bid conference will be in the form of addenda issued after the conference.
- (4) Assist the CITY in receiving and recording bids at the formal bid opening. Evaluate the information contained in the bid documents for conformance with requirements of the construction contract documents. Prepare bid tabulation. Compare bid costs with estimated costs and available budget;
- (5) Evaluate the qualifications information provided by the contractors as a part of the bid package. Review the apparent low bidder's qualifications for conformance to the minimum experience requirements in the specifications. Provide a written recommendation for award of the contract consistent with the requirements of the construction contract documents;
- (6) Assist the CITY in preparing construction contract documents for execution by the successful low bidder. Prepare a Notice of Award for the CITY to issue to the contractor with instructions of execution of the contract documents. Assist the CITY in reviewing executed documents and bonds for conformance with the requirements of construction contract documents. Assist the in reviewing certificates of insurance for compliance with construction contract documents. Forward documents to the CITY with a recommendation of execution and distribution of documents.

E. TASK V – CONSTRUCTION PHASE SERVICES

Construction Administration - These services are intended to assist the CITY in administering the contract for construction, monitoring the performance of the construction Contractor, verifying that Contractor's work is in substantial compliance with the contract documents, and assisting the CITY in responding to the events that occur during construction. Administration Services as defined below.

- (1) Pre-Construction Conference – Assist CITY with the preconstruction conference with Contractor to review the PROJECT communication, coordination and other procedures and discuss the Contractor's general work plan and requirements for the PROJECT. Coordinate and manage meeting, including development of agenda, and take minutes or otherwise record the results of this conference.
- (2) Review of Shop Drawings, Samples and Submittals - Review Contractor's shop drawings, samples and other submittals for conformance with the design concept and general agreement of the contract. Log and track all shop drawings, samples and submittals.
- (3) Requests for Information - Review the Contractor's requests for information or clarification of the contract for construction. Coordinate and issue responses to requests to CITY. Log and track the Contractor's requests.
- (4) Review of Contractor's Requested Changes - Review all Contractor-requested changes to the contract for construction. Make recommendations to CITY regarding the acceptability of the Contractor's request and, upon approval of CITY, assist CITY in negotiations of the requested change. Upon agreement and approval, prepare and submit supporting change order documents and plan revisions.
- (5) Review Contractor pay requests, including verification of percent complete, materials on-hand, and quantities.

EXHIBIT A

- (6) Site Visits - Attend up to ten (10) construction status meetings and visit site to observe progress.
- (7) Completion of Record Documents - Prepare construction Record Documents based on information received from the Contractor within thirty (30) days of substantial completion of construction and provide to CITY two sets of record drawings. These record documents are a compilation of the sealed engineering drawings for this PROJECT, modified by addenda and change orders, and information furnished by the contractor. Information shown in the record documents provided by the contractor, or others not associated with the design engineer, cannot be verified for accuracy or completeness. Record drawings and documents are to be delivered to the CITY OF SEAGOVILLE. Record Drawings shall include a set of paper hard copy reproducible drawings and a set of electronic files as specified by the CITY OF SEAGOVILLE. The City of SEAGOVILLE requires electronic CAD files of Record Drawings as well as .pdf files.

SPECIAL SERVICES, LUMP SUM UNIT RATE TASKS

The following tasks will only be performed if needed for the completion of the project and upon written approval from the CITY.

- A. TASK VI – EASEMENT LEGAL DESCRIPTION AND EXHIBIT
On approval of the CITY, Halff will survey, render field notes and prepare additional individual parcel exhibits for new additional rights-of-way and/or easements needed for the PROJECT. Exhibits shall include a standard signed and sealed exhibit and a reprint of the boundary information on color aerial photography.
- B. TASK VII – LEVEL A SUBSURFACE UTILITY ENGINEERING
Perform Level A (vacuum excavation) subsurface utility engineering (SUE) services in accordance with ASCE CI/ASCE 38-02 “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data”. Up to eight (8) test holes will be performed on various subsurface utilities. An 8” x 8” test hole will be excavated to record the utility depth, then the hole will be backfilled and compacted, and the surface restored to its original condition. An iron rod with cap or “x-cut” will be set to mark the location of the test hole. HALFF will make a good faith effort to locate all utilities, but shall be compensated for work performed even if the utility is not located.

SECTION 2. - EXCLUDED ENGINEERING SERVICES

- A. Environmental and Archaeological Permits
- B. Cathodic protection;
- C. Materials Testing during construction;
- D. Preparation of abandonment documents for existing easements;
- E. Construction Phase survey services
- F. Provide full time onsite Project Representation during the construction phase period.
- G. Property acquisition services

EXHIBIT A

SECTION 3 - COMPENSATION

A. BASIC SERVICES

Compensation for BASIC SERVICES shall be paid by the CITY in the following lump sum amounts:

TASK I – DESIGN SURVEY AND BASE MAPPING	\$ 9,300
TASK II – GEOTECHNICAL INVESTIGATION	\$ 10,300
TASK III – DESIGN PHASE AND PERMITTING SERVICES	\$ 34,200
TASK IV – BID PHASE SERVICES	\$ 5,200
TASK V – CONSTRUCTION PHASE SERVICES	\$ 13,800
TOTAL OF BASIC DESIGN SERVICES LUMP SUM TASKS	\$ 72,800

ENGINEER shall submit monthly invoices for Lump Sum Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared for each individual task listed in Section 1.

B. SPECIAL SERVICES

Compensation for SPECIAL SERVICES, shall be based on the lump sum unit rates as follows:

TASK VI – EASEMENT LEGAL DESCRIPTION AND EXHIBITS	
\$ 2,500 per parcel, three parcels assumed	\$ 7,500
TASK VII – LEVEL A SUE	
\$ 1,300 per test hole, five test holes assumed	\$ 6,500
TOTAL OF SPECIAL SERVICES, NOT TO EXCEED	\$14,000

C. TOTAL COMPENSATION

The total compensation for the PROJECT will not exceed **\$86,800** without amending this agreement.

Regular Agenda Item: 4

Meeting Date: August 28, 2017

ITEM DESCRIPTION:

Receive Storm Water Permit update presentation from Jayson Melcher with Halff Associates Inc.

BACKGROUND OF ISSUE:

The City is required to participate through the Texas Commission on Environmental Quality (TCEQ) with their Storm Water Permit Program. The City has set various goals (Control Measures) over a five (5) year permit period to improve storm water quality in the City.

Public Education, Outreach and Involvement
Illicit Discharge Detection and Eliminations
Construction Site Storm Water Runoff Control
Post-Construction Storm Water Management
Pollution Prevention

The city has retained a consultant, Halff Associates, Inc., to assist us with ensuring compliance with our storm water permit and filing annual reports to the TCEQ. One requirement of our permit is to give a report to the City Council each year. Jayson Melcher of Halff Associates, Inc. will present that report.

FINANCIAL IMPACT:

N/A

Regular Agenda Item: 5

Meeting Date: August 28, 2017

ITEM DESCRIPTION:

Conduct a public hearing to receive citizen input on the proposed tax rate of \$0.743800 per \$100 valuation, which exceeds the effective tax rate calculated by the Dallas County Tax Assessor/Collector of \$0.720942 or 3.17%. This rate will raise more revenue from property taxes than last year's budget by an amount of \$633,594.

BACKGROUND OF ISSUE:

This is the second and final public hearing to receive citizen input on the proposed tax rate of \$0.743800 per \$100 valuation, which exceeds the effective tax rate calculated by the Dallas County Tax Assessor/Collector of \$0.720942 or 3.17%.

FINANCIAL IMPACT:

N/A

Regular Agenda Item: 6

Meeting Date: August 28, 2017

ITEM DESCRIPTION:

Discuss and consider directing staff on proposed tax rate of \$0.743800 per \$100 valuation.

BACKGROUND OF ISSUE:

At this time, the City Council may direct staff to prepare an ordinance reflecting an ad valorem property tax rate of \$0.743800 for each \$100 valuation, if so desired.

Please note this item is solely for providing direction to staff to prepare an ordinance to be considered at the September 11th meeting. It is not a vote on tax rate.

FINANCIAL IMPACT:

N/A

Regular Agenda Item: 7

Meeting Date: August 28, 2017

ITEM DESCRIPTION:

Conduct a public hearing to receive citizen input on the proposed FY 2017-2018 budget for all City funds. This budget will raise more property taxes than last year's budget by \$633,594 or 16.14%, and of that amount, \$529,902 is tax revenue to be raised from new property added to the tax roll this year.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

EXHIBITS

Regular Agenda Item: 8

Meeting Date: August 28, 2017

ITEM DESCRIPTION:

Discuss and consider directing staff on proposed FY 2017-2018 budget for all City funds.

BACKGROUND OF ISSUE:

At this time, the City Council may direct staff to prepare an ordinance adopting the budget as presented.

Please note this item is solely for providing direction to staff to prepare an ordinance to be considered at the September 11th meeting. It is not a vote on tax rate.

FINANCIAL IMPACT:

N/A

Regular Agenda Item 9

Meeting Date: August 28, 2017

ITEM DESCRIPTION:

Discuss and consider Second and Final Reading of an Ordinance amending Chapter 19, Division 2, Rates and Charges, by amending section 19.03.061, Water Rates, to provide new rates for water services within the city; providing for a penalty clause; repealing conflicting ordinances; providing for the publication of the caption hereof; and providing an effective date.

BACKGROUND OF ISSUE:

To discuss and consider changes to the ordinance to incorporate proposed increases to water fees.

Staff recommends this increase due to the requirement of Texas Commission on Environmental Quality (TCEQ) of the City. On January 4, 2016, the City of Seagoville received a Notice of Violation from TCEQ for failure to provide a minimum production capacity of 0.6 gallons per connection. City staff engaged TCEQ on this finding and was able to secure approval from TCEQ for an Alternative Capacity Requirement (ACR) on July 5, 2016 for a water supply capacity of 0.39 gallons per connection. Even though staff was able to secure a three year postponement of the production capacity requirement, the City is required to increase its raw water purchase amount from Dallas Water Utilities (DWU) in the amount of \$360,000 annually. The finances of the Water and Sewer Fund are unable to absorb this increase and provide adequate funding for ongoing water capital projects. Therefore, staff recommends a water rate increase effective October 1, 2017 for the 2018 fiscal year.

FINANCIAL IMPACT:

Assuming a water meter size of ¾" (or 5/8"), this increase in water rates is in the amount of \$3.13 monthly and \$3.13 monthly to the average monthly user of 5,000 gallons and 10,000 gallons. Analysis provided by the City's utility rate consultant reveals that over 80% of the City's customer base is in the 10,000 or less usage category.

ORDINANCE NO. 16-2017

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS AMENDING THE CODE OF ORDINANCES, CHAPTER 19, DIVISION 2, RATES AND CHARGES, BY AMENDING SECTION 19.03.061, WATER RATES, TO PROVIDE NEW RATES FOR WATER SERVICES WITHIN THE CITY; PROVIDING FOR A PENALTY CLAUSE; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville has established charges for water rates in Section 19.03.061 of the Code of Ordinances; and

WHEREAS, after reviewing said fees, the City has determined that the fees are inappropriate and should be amended; and

WHEREAS, the City Council of the City of Seagoville, Texas, has determined that Section 19.03.061 of the Code of Ordinances should be amended to provide new charges for water rates within the City;

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

SECTION 1. That the Chapter 19, Division 2, Section 19.03.061, Water Rates be amended to read as follows:

"Chapter 19. WATER, SEWER AND SEWAGE DISPOSAL

DIVISION 2. RATES AND CHARGES

Sec. 19.03.061. Water rates.

The monthly water rates charged by the City of Seagoville to all residential and commercial customers within the city limits, shall be, for the first two thousand (2,000) gallons or any portion thereof depending on the size of the customer's water meter, as shown in the charts below:

Apartments and Manufactured Homes (per unit):

Water Meter Size (Inches)	Rate
3/4 or less	\$25.37
1"	\$25.37

1.5"	\$25.37
2"	\$25.37
4"	\$25.37
6"	\$25.37
8"	\$25.37

All Others:

Water Meter Size (Inches)	Rate
3/4 or less	\$25.37
1"	\$38.06
1.5"	\$63.43
2"	\$63.43
3"	\$164.93
4"	\$241.05
6"	\$844.95
8" or larger	\$1,268.70

Water usage in excess of two thousand (2,000) gallons charged and collected at the following table rate per one thousand (1,000) gallons:

Water Usage in	Rate
2,001 - 5,000 gallons	\$2.68
5,001 - 10,000 gallons	\$3.35
10,001 - 15,000 gallons	\$5.16
15,001 - 20,000 gallons	\$5.83
20,001 - 25,000 gallons	\$6.48

Over 25,000 gallons	\$7.17
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The above rates shall also apply to all water for resale or to water districts.

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

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 4. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of FIVE HUNDRED DOLLARS (\$500.00), unless the violation relates to fire safety, zoning or public health and sanitation, including dumping and refuse, in which the fine shall not exceed the sum of TWO THOUSAND AND NO/ 100 DOLLARS (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Seagoville from filing suit to enjoin the violation. Seagoville retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 5. This ordinance shall be in full force and affect after its passage

and publication as required by law.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the first reading on the 21st day of August, 2017.

DULY PASSED on second and final reading by the City Council of the City of Seagoville, Texas, on the 28th day of August, 2017.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

Regular Agenda Item: 10

Meeting Date: August 28, 2017

ITEM DESCRIPTION:

Conduct a public hearing concerning Hart Meadows request to rezone approximately 88.818 acre tract from Residential 5 (R-5) zoning to Planned Development Residential-5 (PD-17-04) zoning and amend the Comprehensive Land Use Plan (Community Development Director)

BACKGROUND OF ISSUE:

A public hearing before the Planning and Zoning Commission regarding the zone change request from Hart Meadows was held on Tuesday, August 22, 2017. Sixteen (16) property owners were notified of the public hearing; there were 2 (two) written responses received; two (2) citizens appeared at the public hearing to speak in opposition of the zone change.

The subject property is an 88.818 acre tract of land situated in the Herman Heider Survey, Abstract No. 541, located west of Alto Road between Wooley Way and East Farmers Road.

RECOMMENDATIONS:

Staff and P&Z recommend approval with the following development regulations.

1. The property shall be developed in accordance with the approved Comprehensive Site Plan, which is attached hereto and made a part of the ordinance
2. Front yard shall have a minimum depth of not less than 20 feet
3. Side yard shall have a width of not less than 5 feet
4. Side yard with street shall have a width of not less than 20 feet
5. Rear yard shall have a minimum depth of not less than 20 feet
6. Minimum area of the lot shall be not less than 5,500 square feet
7. Minimum depth of the lot shall be not less than 110 feet
8. Minimum width of the lot shall be not less than 50 feet
9. Minimum living area of the dwelling shall be 1,700 square feet
10. Main and accessory buildings shall not cover more than 55 percent of the lot area

11. Fence posts shall be scheduled 40 steel pipe fence post(s) and be buried to a depth of two feet (2') in concrete as required by Article 21.08 of the City of Seagoville Code of Ordinances.
12. A 6' screening wall shall be constructed along Farmers Road
13. A minimum 5,000 linear feet or hike/bike trail, an amenity center including two (2) gazebos, a playground area and a minimum one (1) acre open play field shall be constructed
14. All common areas, detention ponds, green space, screening walls and unimproved surfaces shall be maintained by the Homeowners' Association ("HOA")
15. The property shall be landscaped in compliance with Division 21 of the City of Seagoville Zoning Ordinance
16. All signage shall comply with Article 21.09 of the City of Seagoville Code of Ordinances
17. Except as amended herein, all construction shall comply with the construction standards and ordinances of the City of Seagoville, Texas
18. Half of Farmers Road abutting Hart Meadows Addition will have a concrete curb and gutter road (Minor Arterial). The width of the roadway shall comply with the City of Seagoville Master Thoroughfare Plan.
19. Myers Road shall be paved concrete, curb, and gutter roadway

EXHIBITS:

Application
Conceptual Master Plan
Public Hearing Notice to Property Owners within 200 feet
List of Property Owners within 200 feet (16 Total)
Public Hearing Notice to Daily Commercial Records
Property Owners in favor/opposed letter



ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: July 25, 2017 City Council: August 7, 2017
DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): _____

Application Type:

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

Name of Subdivision or Project: Hart Meadows

Physical Location of Property: West of Alto Road between Wooley Way and E Farmers Road
[General Location -- approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description):
Shelcan, L.P. Instrument No. 201400068023 O.P.R.D.C.T., 88.818 Acres Herman Heider Survey, Abstract 541
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: 88.818 Existing Zoning: R-5 Requested Zoning: See Attached Exhibit A & B
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: Seagoville Farms, LLC Applicant or Owner? (circle one)

Contact Person: Tim Barton Title: Manager

Company Name: Seagoville Farms, LLC

Street/Mailing Address: 13901 Midway Rd, #102 - LB243 City: Farmers Branch State: TX Zip: 75244

Phone: (972) 385-9934 Fax: () Email Address: tbarton@jmddevelopment.net

Engineer / Representative's Name: Westra Consultants

Contact Person: Johnathan Lilley Title: Associate

Company Name: Westra Consultants

Street/Mailing Address: 1601 East Lamar Blvd, Suite 111 City: Arlington State: TX Zip: 76011

Phone: (817) 345-7684 Fax: (817) 612-6859 Email Address: jilley@westraconsultants.com

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

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

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

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

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

Signed: _____ Title: Manager Date: 06-22-2017

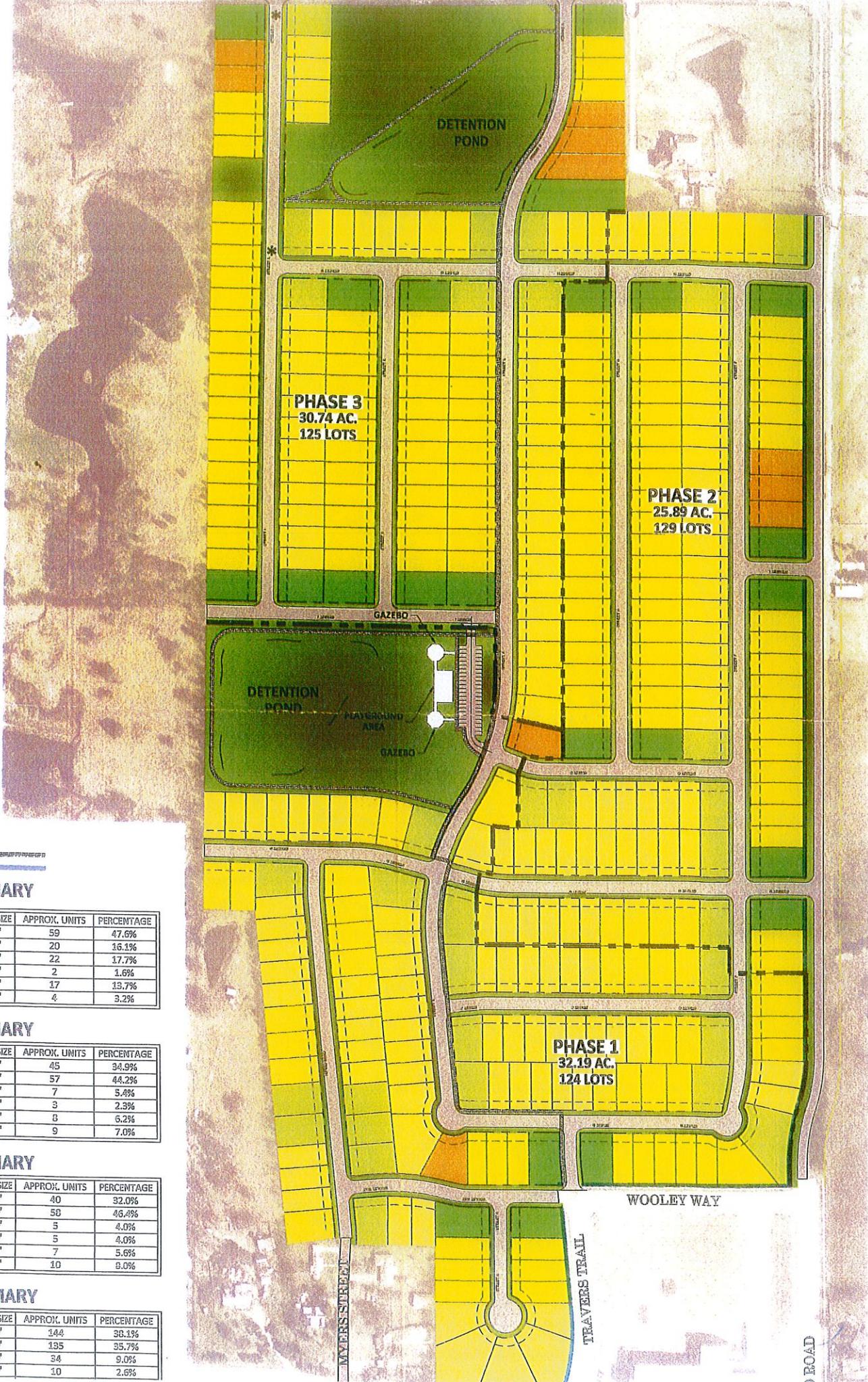
SUBSCRIBED AND SWORN TO before me, this the 22 day of June, 2017.
[Month] [Year]



Notary Public in and for the State of Texas: _____
My Commission Expires On: July 21, 2018

Office Use Only: Date Rec'd: _____ Fees Paid: \$ _____ Check #: _____ Receipt #: _____
Zoning Case # _____ Accepted By: _____ Official Submittal Date: _____

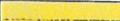
- a. That the property shall be developed in accordance with the Comprehensive Site Plan approved hereby and attached hereto as Exhibit "B" and made part hereof for all purposes;
- b. The homes to be constructed in this Planned Development shall have a minimum living area of not less than seventeen hundred (1,700) square feet; and
- c. The minimum lot size in this Planned Development shall be no less than fifty-five hundred (5,500) square feet, with a minimum lot width at the building line of no less than fifty (50) feet, and a minimum lot depth of no less than one hundred ten (110) feet, with the exception of within a cul de sac, wherein the lot depth may be no less than ninety (90) feet; and
- d. The setbacks in this Planned Development shall be as follows:
 - a. Front Building Line Minimum: Twenty (20) feet
 - b. Side Yard Setback – Main Minimum: Five (5) feet
 - c. Side Yard Setback – w/Street Minimum: Twenty (20) feet
 - d. Rear Yard Setback Minimum: Twenty (20) feetand;
- e. That main and accessory building shall not cover more than 55 percent of the lot area; and
- f. The proposed development will include over five thousand (5,000) linear feet of hike/bike trail; an amenity center including two (2) gazebos, a playground area and over one (1) acre of open play field; and
- g. That except as otherwise provided herein, the Use Regulations, Height Regulations, and Area Regulations of the R-5 Single-Family Dwelling District shall apply in this Planned Development.



LEGEND

9' HIKE/BIKE TRAIL 
 BRICK SCREEN WALL 

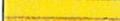
PHASE 1 SUMMARY

LOT COLOR CODE	MIN. LOT SIZE	APPROX. UNITS	PERCENTAGE
	50'x110'	59	47.6%
	50'x120'	20	16.1%
	60'x110'	22	17.7%
	60'x120'	2	1.6%
	70'x110'	17	13.7%
	70'x120'	4	3.2%

PHASE 2 SUMMARY

LOT COLOR CODE	MIN. LOT SIZE	APPROX. UNITS	PERCENTAGE
	50'x110'	45	34.9%
	50'x120'	57	44.2%
	60'x110'	7	5.4%
	60'x120'	3	2.3%
	70'x110'	8	6.2%
	70'x120'	9	7.0%

PHASE 3 SUMMARY

LOT COLOR CODE	MIN. LOT SIZE	APPROX. UNITS	PERCENTAGE
	50'x110'	40	32.0%
	50'x120'	58	46.4%
	60'x110'	5	4.0%
	60'x120'	5	4.0%
	70'x110'	7	5.6%
	70'x120'	10	8.0%

PROJECT SUMMARY

LOT COLOR CODE	MIN. LOT SIZE	APPROX. UNITS	PERCENTAGE
	50'x110'	144	38.1%
	50'x120'	195	35.7%
	60'x110'	34	9.0%
	60'x120'	10	2.6%

ZONING REQUEST #Z2017-04-Hart Meadows

Mailed out 16 total on Thursday, August 3, 2017

Altie Clark % Clark & Vaught- 870 VZ County Road 2703 Mabank, Texas 75147
(1900 Seagoville Road)

Assoc. Land LLC- 9911 Champa Dr. Dallas, Texas 75218
(1900 Seagoville Road)

Dallas ISD Treasurer-3700 Ross Ave Box 109 Dallas, Texas 75204
(1900 & 1906 Seagoville Road)

Jesus Garcia & Daisy Bahena- 1908 Seagoville Road, Seagoville, Texas 75159

Dee Thompson-1918 Seagoville Road, Seagoville, Texas 75159

Brenda Malvaez-2002 Seagoville Road, Seagoville, Texas 75159

Halls Automotive-710 E. Simonds Road, Seagoville, Texas 75159

Jerome Francis Yearout & Sharon Joyce- 710 E. Simonds Road, Seagoville, Texas 75159

H.C. Tredway Jr- 405 May Road, Seagoville, Texas 75159

Roger & Clara Bauer-603 Myers St, Seagoville, Texas 75159

Lackey Sebastian Jr-1650 E. Farmers Road, Seagoville, Texas 75159
(602 Myers St; 605 Myers St; 606 Myers St)

Francisco & Raquel Galvan-1643 E. Farmers Road, Seagoville, Texas 75159

Ferney Jr. & Judy Sebastian-2210 N. Highway 175, Seagoville, Texas 75159
(1650 E. Farmers)

Roberto & Alma Rodriguez- 1801 E. Farmers Road, Seagoville, Texas 75159

Jose & Sherry Ann Huerta- 1900 E. Farmers Road, Seagoville, Texas 75159

Carl Henley & Elaine Janet-2001 E. Farmers Road, Seagoville, Texas 75159



Signature: Jessica Sherman

Thursday, August 3, 2017



August 3, 2017

PUBLIC NOTICE

NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING & ZONING COMMISSION AND CITY COUNCIL

City of Seagoville, Texas
Z2017-04

A public hearing will be held before the Planning & Zoning Commission on Tuesday, August 22, 2017 at 6:30 p.m., and before the City Council on Monday, August 28, 2017 at 7:00 p.m., in the Council Chambers, City Hall, 702 North U.S Highway 175, Seagoville, Texas, for the purpose of a zoning request to rezone approximately 88.818 acre tract from Residential 5 (R-5) zoning to Planned Development Residential-5 (PD R-5) zoning and amend the Comprehensive Land Use Plan. *Applicant: Hart Meadows. (PD 17-04)*

The subject property is an 88.818 acre tract of land situated in the Herman Heider Survey, Abstract No. 541, located west of AItto Road between Wooley Way and East Farmers Road.

The City Council of the City of Seagoville will hold a public hearing on Monday, August 28, 2017, at 7:00 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, to consider the recommendation of the Planning and Zoning Commission in regards to this request.

As an interested citizen, you may appear at the public hearings or you may send a notice, prior to 5:00 p.m. on the day of the public hearings, to either City Secretary Kandi Jackson or to Jessica Sherman, Administrative Assistant, 702 North U.S Highway 175, Seagoville, Texas 75159 or via fax at (469-319-5025) stating your position.

Questions regarding this rezoning request may be directed to Jessica Sherman, at (469) 319-5027.

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

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

"I am... (In favor of) (opposed to) ...the rezoning request Z2017-04 described herein."

Additional Comments (affix additional sheet if necessary): _____

Signature(s): _____

Printed Name(s): _____

Address: _____

Phone Number: _____

STATE OF MISSISSIPPI
COUNTY OF HANTS
PLAT NO. 1000
VOL. 1000, P. 1000

STATE OF MISSISSIPPI
COUNTY OF HANTS
PLAT NO. 1000
VOL. 1000, P. 1000

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COUNTY OF HANTS
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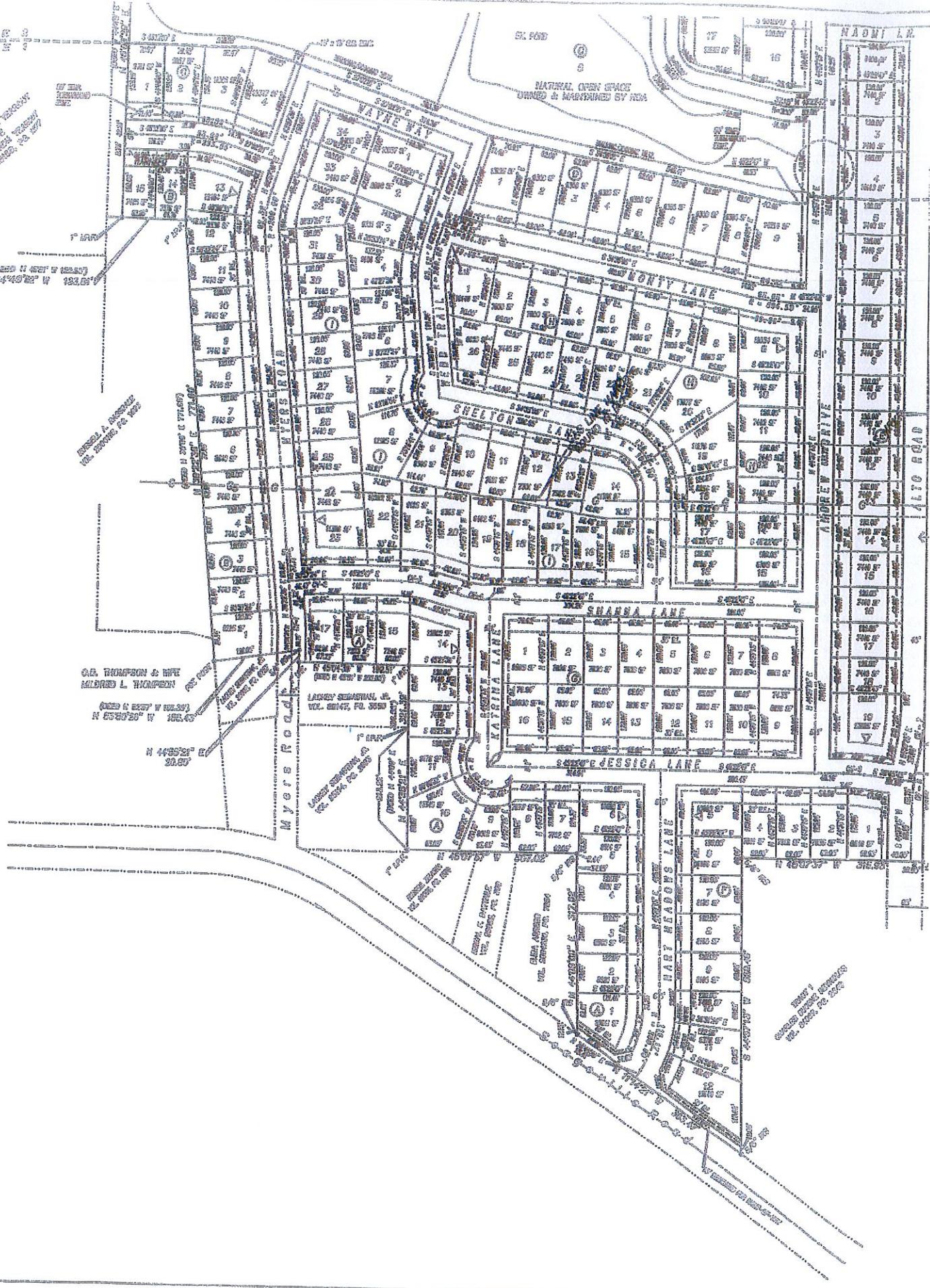
STATE OF MISSISSIPPI
COUNTY OF HANTS
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VOL. 1000, P. 1000

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PLAT NO. 1000
VOL. 1000, P. 1000

STATE OF MISSISSIPPI
COUNTY OF HANTS
PLAT NO. 1000
VOL. 1000, P. 1000





August 3, 2017

VIA email – notices@dailycommercialrecord.com

Daily Commercial Record
706 Main Street
Dallas, Texas 75202

Please publish the legal notice as shown below in the **August 4, 2017** issue of your newspaper. Thank you!

Jessica Sherman, Administrative Assistant
City of Seagoville 702 North U.S. Highway 175 Seagoville, Texas 75159
Fax: (469) 319-5025

NOTICE OF A PUBLIC HEARING BEFORE THE CITY OF SEAGOVILLE
PLANNING & ZONING COMMISSION AND CITY COUNCIL
ZONING CASE #Z2017-04

A Public Hearing will be held before the Planning & Zoning Commission on Tuesday, August 22, 2017 at 6:30 p.m., and before the City Council on Monday, August 28, 2017, at 7:00 p.m., in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, on a zoning request to rezone approximately 88.818 acre tract from Residential 5 (R-5) zoning to Planned Development Residential-5 (PD R-5) zoning and amend the Comprehensive Land Use Plan. Applicant: *Hart Meadows*.

The subject property is located west of Alto Road between Wooley Way and East Farmers Road. Described as an 88.818 acre tract of land situated in the Herman Heider Survey, Abstract No. 541, and being all of the remainder of a tract land described by deed to Shelcan, L.P.

The City Council of the City of Seagoville will hold a public hearing on Monday, August 28, 2017, at 7:00 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, to consider the recommendation of the Planning and Zoning Commission in regards to this request.

As an interested citizen, you may appear at the public hearings or you may send a notice, prior to 5:00 p.m. on the days of the public hearings, to City Secretary Kandi Jackson or Administrative Assistant Jessica Sherman, 702 N. Highway 175, Seagoville, Texas 75159 or via fax at (469) 319-5025 stating your position.

City of Seagoville
Kandi Jackson
City Secretary

Jessica Sherman
Administrative Assistant



August 9, 2017

VIA email – notices@dailycommercialrecord.com

Daily Commercial Record
706 Main Street
Dallas, Texas 75202

Please publish the legal notice as shown below in the **August 11, 2017** issue of your newspaper. Thank you!

Jessica Sherman, Administrative Assistant
City of Seagoville 702 North U.S. Highway 175 Seagoville, Texas 75159
Fax: (469) 319-5025

NOTICE OF A PUBLIC HEARING BEFORE THE CITY OF SEAGOVILLE
PLANNING & ZONING COMMISSION AND CITY COUNCIL
ZONING CASE #Z2017-04

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The subject property is located west of Alto Road between Wooley Way and East Farmers Road. Described as an 88.818 acre tract of land situated in the Herman Heider Survey, Abstract No. 541.

The City Council of the City of Seagoville will hold a public hearing on Monday, August 28, 2017, at 7:00 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, to consider the recommendation of the Planning and Zoning Commission in regards to this request.

As an interested citizen, you may appear at the public hearings or you may send a notice, prior to 5:00 p.m. on the days of the public hearings, to City Secretary Kandi Jackson or Administrative Assistant Jessica Sherman, 702 N. Highway 175, Seagoville, Texas 75159 or via fax at (469) 319-5025 stating your position.

City of Seagoville
Kandi Jackson
City Secretary

Jessica Sherman
Administrative Assistant

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



August 3, 2017

PUBLIC NOTICE

**NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING & ZONING COMMISSION AND CITY COUNCIL
City of Seagoville, Texas
Z2017-04**

A public hearing will be held before the Planning & Zoning Commission on Tuesday, August 22, 2017 at 6:30 p.m., and before the City Council on Monday, August 28, 2017 at 7:00 p.m., in the Council Chambers, City Hall, 702 North U.S Highway 175, Seagoville, Texas, for the purpose of a zoning request to rezone approximately 88.818 acre tract from Residential 5 (R-5) zoning to Planned Development Residential-5 (PD R-5) zoning and amend the Comprehensive Land Use Plan. Applicant: *Hart Meadows. (PD 17-04)*

The subject property is an 88.818 acre tract of land situated in the Herman Heider Survey, Abstract No. 541, located west of Alto Road between Wooley Way and East Farmers Road.

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As an interested citizen, you may appear at the public hearings or you may send a notice, prior to 5:00 p.m. on the day of the public hearings, to either City Secretary Kandi Jackson or to Jessica Sherman, Administrative Assistant, 702 North U.S Highway 175, Seagoville, Texas 75159 or via fax at (469-319-5025) stating your position.

Questions regarding this rezoning request may be directed to Jessica Sherman, at (469) 319-5027.

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

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

"I am... *In favor of* (*opposed to*) ...the rezoning request Z2017-04 described herein."

Additional Comments (affix additional sheet if necessary): *would be nice for larger houses*

Signature(s): *Tracy Sebastian J*
Printed Name(s): *F. J. Ackey Sebastian Jr*
Address: *1650 S Farmers Rd*
Phone Number: *972 287 2210*



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



August 3, 2017

PUBLIC NOTICE
NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING & ZONING COMMISSION AND CITY COUNCIL
City of Seagoville, Texas
Z2017-04

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Questions regarding this rezoning request may be directed to Jessica Sherman, at (469) 319-5027.

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

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

"I am... in favor of) (opposed to) ...the rezoning request Z2017-04 described herein."

Additional Comments (affix additional sheet if necessary): _____

Signature(s): Judy Sebastian
Printed Name(s): Judy Sep ASTIAN
Address: 1650 E Farmers R
Phone Number: 972287 2338



Regular Agenda Item: 11

Meeting Date: August 28, 2017

ITEM DESCRIPTION

Consider approval of an ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and map of the City Of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Residential-5 (R-5) to Planned Development-Residential -5 (PD-17-04) for 88.818 acres of land located west of Alto Road between Wooley Way and E. Farmers Road, Seagoville, Dallas County, Texas, and being legally described in Exhibit "A", attached hereto and incorporated herein; providing for amended development regulations; providing for the approval of the Concept Plan, which is attached hereto and incorporated herein as Exhibit "B"; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date.

BACKGROUND OF ISSUE:

The City received an application from Hart Meadows for a zone change request from Residential-5 (R-5) to Planned Development-Residential-5 (PD-17-04). The Planning & Zoning Commission heard the request and held its public hearing on Tuesday, August 22, 2017. Upon vote, a motion was made and carried with a 5 / 0 vote to recommend approval of PD-17-04.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the ordinance for PD-17-04

EXHIBITS

Ordinance No. 18-2017
with Legal Description of Property
and Concept Plan

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 18-2017

AN ORDINANCE OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM RESIDENTIAL-5 (R-5) TO PLANNED DEVELOPMENT-RESIDENTIAL -5 (PD-17-04) FOR 88.818 ACRES OF LAND LOCATED WEST OF ALTO ROAD BETWEEN WOOLEY WAY AND E. FARMERS ROAD, SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING LEGALLY DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR AMENDED DEVELOPMENT REGULATIONS; PROVIDING FOR THE APPROVAL OF THE CONCEPT PLAN, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT “B”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission and the governing body of the City of Seagoville, Texas, in compliance with the laws of the State of Texas, and pursuant to the Comprehensive Zoning Ordinance of the City of Seagoville, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that Zoning Application No. Z2017-04 (PD 17-04) should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, duly passed by the governing body of the City of Seagoville, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning from Residential-5 (R-5) to Planned Development-Residential-5 (PD 17-04) for 88.818 acres of land located west

of Alto Road between Wooley Way and E. Farmers Road, Seagoville, Dallas County, Texas, and being legally described in Exhibit “A”, attached hereto and incorporated herein.

SECTION 2. The property shall be developed and used in accordance with the City of Seagoville Zoning Ordinance and Construction Standards, except as amended herein, and the following development regulations:

- A. The property shall be developed in accordance with the approved Comprehensive Site Plan, which is attached hereto and made a part of the ordinance
- B. Front yard shall have a minimum depth of not less than 20 feet
- C. Side yard shall have a width of not less than 5 feet
- D. Side yard with street shall have a width of not less than 20 feet
- E. Rear yard shall have a minimum depth of not less than 20 feet
- F. Minimum area of the lot shall be not less than 5,500 square feet
- G. Minimum depth of the lot shall be not less than 110 feet
- H. Minimum width of the lot shall be not less than 50 feet
- I. Minimum living area of the dwelling shall be 1,700 square feet
- J. Main and accessory buildings shall not cover more than 55 percent of the lot area
- K. Fence posts shall be schedule 40 steel pipe fence post(s) and be buried to a depth of two feet (2') in concrete as required by Article 21.08 of the City of Seagoville Code of Ordinances
- L. A 6' screening wall shall be constructed along Farmers Road
- M. A minimum 5,000 linear feet or hike/bike trail, an amenity center including two (2) gazebos, a playground area and a minimum one (1) acre open play field shall be constructed

- N. All common areas, detention ponds, green space, screening walls and unimproved surfaces shall be maintained by the Homeowners' Association ("HOA")
- O. The property shall be landscaped in compliance with Division 21 of the City of Seagoville Zoning Ordinance
- P. All signage shall comply with Article 21.09 of the City of Seagoville Code of Ordinances
- Q. One-half of Farmers Road, that portion that runs the full length of the property abutting Farmers Road, shall be paved concrete, curb, and gutter roadway
- R. Myers Road shall be paved concrete, curb, and gutter roadway
- S. Except as amended herein, all construction shall comply with the construction standards and ordinances of the City of Seagoville, Texas

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

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

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

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

decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

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

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

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

DULY PASSED by the City Council of the City of Seagoville, Texas, this the 28th day of August, 2017.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY
(/cdb)

EXHIBIT "A"
(Legal Property Description)

Being a tract of land situated in the Herman Heider Survey, Abstract No. 541, and being all of the remainder of a tract of land described by deed to Shelcan, L.P., recorded in Instrument No. 201400068023 of the Official Public Records of Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found at the north corner of said Shelcan tract and the east corner of a tract of land described by deed to Carl Reece Henley and wife, Janey Elaine Henley recorded in Volume 2005156, Page 8736 of the Deed Records of Dallas County, Texas, also lying on the southwest line of Farmers Road (called 60' right-of-way);

THENCE South 45 degrees 39 minutes 09 seconds East, (Deed South 46 degrees 02 minutes 49 seconds East) along the southwest line of said Farmers Road and the northeast line of said Shelcan tract, a distance of 993.09 feet, (Deed 993.38 feet) to a 5/8 inch iron rod found for the most northerly east corner of said Shelcan tract, also for the north corner of a tract of land described by deed to Roberto Rodriguez and wife, Alma Rodriguez recorded in Volume 2005051, Page 5273 of the Deed Records of Dallas County, Texas;

THENCE South 44 degrees 00 minutes 48 seconds West, (Deed South 43 degrees 36 minutes 35 seconds West) along the northwest line of said Rodriguez tract, a distance of 474.99 feet to a 3 inch metal fence post found for the west corner of same;

THENCE South 45 degrees 30 minutes 12 seconds East, (Deed South 45 degrees 30 minutes 12 seconds East) along the southwest line of said Rodriguez tract passing at a distance of 418.19 feet a 1/2 inch iron rod found at the south corner of same, also lying on the northerly line of Farmers Road (called 80' right-of-way) according to the deed recorded in Volume 2688, Page 433 of the Deed Records of Dallas County Texas, and continuing for a total distance of 457.17 feet to a 5/8 inch iron rod with cap stamped R.P.L.S. 5430 found for the most easterly corner of the aforementioned Shelcan tract, and from which a 5/8 inch iron rod found at the north corner of the

Replat of Galvin Addition, an addition to the City of Seagoville, Texas according to the Plat recorded in Volume 200220, Page 27, of the Plat Records of Dallas County, Texas bears North 44 degrees 48 minutes 21 seconds East, 18.06 feet;

THENCE South 44 degrees 59 minutes 50 seconds West, (Deed South 44 degrees 37 minutes 13 seconds West) along the common line of said Shelcan tract and said Galvin Addition and generally along a barbed wire fence passing at a distance of 1723.96 feet the southwest corner of said Galvin Addition, and continuing for a total distance of 2247.11 feet to a 1/2 inch iron with cap stamped "PACHECO KOCH" found for east corner of Lot 1, Block 1, Seagoville North Elementary School an addition to the City of Seagoville recorded in Instrument Number

201500026932 of the Official Public Records of Dallas County, Texas, also lying on the southeast line of Alto Road (80' R.O.W.) and the northeast line of Wooley Lane (60' R.O.W.); THENCE along the common line of said Seagoville North Elementary School and Shelcan tract, same being on the northeast line of said Wooley Way and the northwest line of Travers Trail (60' R.O.W.) the following courses and distances:

North 45 degrees 09 minutes 28 seconds West, a distance of 625.50 to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner;

South 40 degrees 01 minutes 19 seconds West, a distance of 296.44 to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for the beginning of a curve to the right; with said curve to the right having a radius of 420.00 feet, a central angle of 23 degrees 46 minutes 09 seconds, an arc length of 174.24 feet, a chord bearing of South 51 degrees 54 minutes 23 seconds West, a chord length of 172.99 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" set for corner

THENCE North 45 degrees 01 minutes 59 seconds West, a distance of 107.44 to a 5/8 inch iron rod found for the most westerly north corner of said Seagoville North Elementary School, also for the east corner of a tract of land described by deed to Jesus Garcia and Daisy Bahena recorded in Instrument No. 201600027383 of the Official Public Records of Dallas County, Texas;

THENCE North 43 degrees 38 minutes 07 seconds West, along the northeast line of said Garcia tract, passing at a distance of 72.73 feet the north corner of same, and continuing for a total distance of 199.66 feet to a 2 inch iron pipe found for the most southerly southwest corner of said Shelcan tract also for the south corner of a tract of land described by deed to Lackey Sebastian, Jr. recorded in Volume 95114, Page 2603, of the Deed Records of Dallas County, Texas, also lying on a chain link fence line;

THENCE North 45 degrees 02 minutes 34 seconds East, (Deed North 48 degrees 38 minutes 31 seconds East) along the southeast line of said Sebastian tract, passing at a distance of 213.12 feet a 1 inch iron pipe found at the east corner of same, and continuing for a total distance of 321.39 feet to a 2 inch iron pipe found near a chain link fence corner post at the east corner of another tract of land described by deed to Lackey Sebastian, Jr. recorded in Volume 89147, Page 3659, of the Deed Records of Dallas County, Texas;

THENCE North 44 degrees 43 minutes 28 seconds West, along the northeast line of last mentioned Sebastian tract and generally along a chain link fence, for a distance of 199.60 feet to a 2 inch iron pipe found at the north corner of same, and also lying on the southeast line of Myers Road (40' right-of-way);

THENCE North 44 degrees 59 minutes 46 seconds East, along southeast line of said Myers Road a distance of 20.83 feet to a 5/8 inch iron rod with cap stamped "R.P.L.S. 5430" found for east corner of same;

THENCE North 53 degrees 23 minutes 44 seconds West a distance of 155.20 feet to a fence post found for the most westerly southwest corner of said Shelcan tract;

THENCE North 39 degrees 46 minutes 49 seconds East, along the southwesterly line of said Shelcan tract, and generally along a barbed wire fence, a distance of 771.60 feet (Deed North 39 degrees 22 minutes 36 seconds East) to a 1 inch iron pipe found for the east corner of a tract of land described by deed to Brenda R. Malvez and Miguel M. Colin recorded in Instrument No. 20130035050534 of the Official Public Records of Dallas County, Texas, also for an ell corner of said Shelcan tract;

THENCE North 44 degrees 25 minutes 39 seconds West, (Deed North 44 degrees 49 minutes 52 seconds West) along the common line of said Shelcan tract and Malvez tract, a distance of 123.81 feet to a 1 inch iron pipe found for the north corner of said Malvez tract also for the east corner of a tract of land described by deed to C.C. Adkins called Tract 2 recorded in Volume 5546, Page 100 of the Deed Records of Dallas County, Texas;

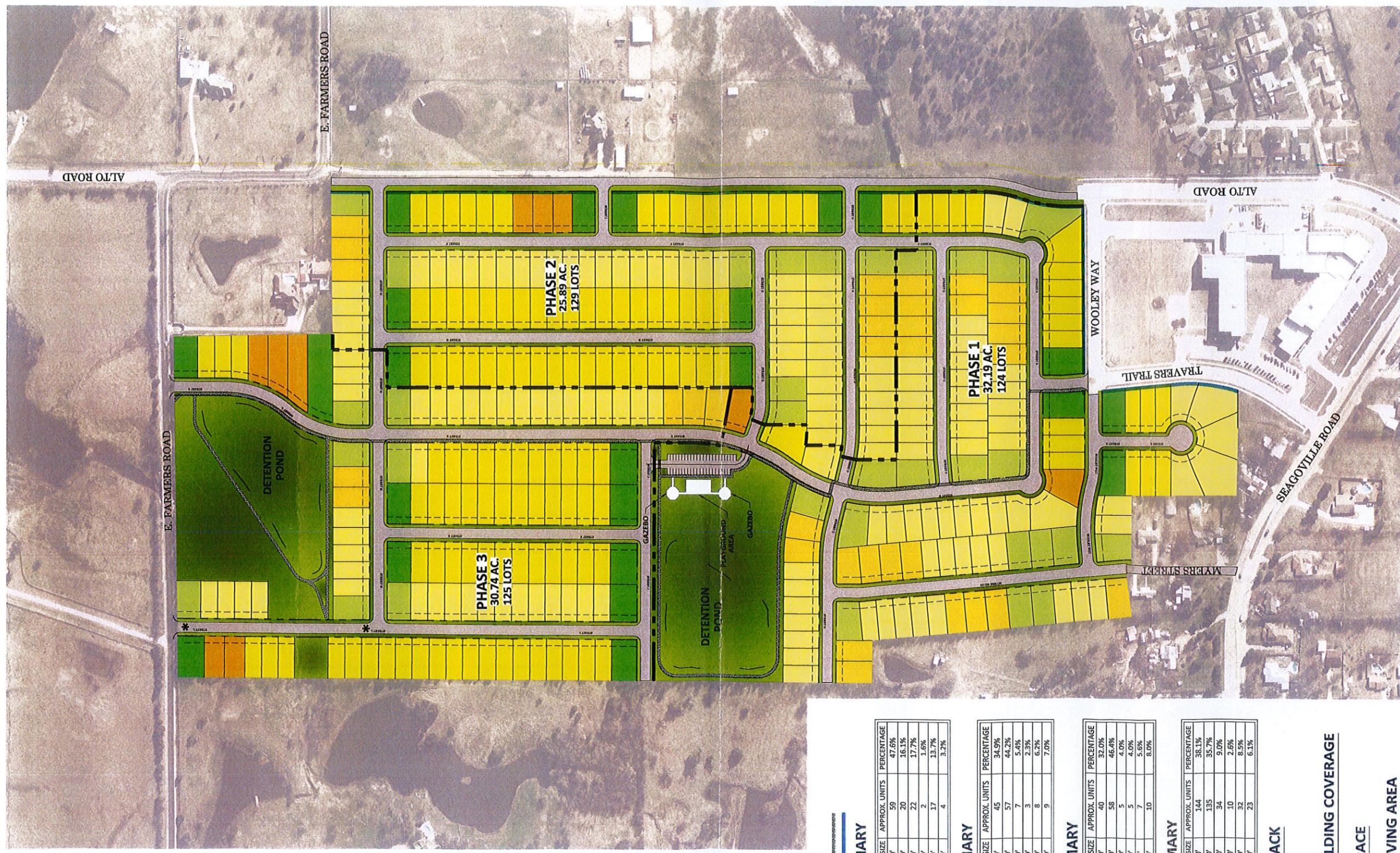
THENCE North 45 degrees 33 minutes 42 seconds East, (Deed North 45 degrees 09 minutes 29 seconds East) along the common line of said Shelcan tract and Adkins tract, and generally along a barbed wire fence, a distance of 694.87 feet to a 1 inch iron pipe found for the east corner of said Adkins tract also for the south corner of the aforementioned Henley tract;

THENCE North 45 degrees 22 minutes 55 seconds East, (Deed North 45 degrees 58 minutes 00 second East), along the common line of said Shelcan tract and Henley tract, a distance of 1385.83 feet (Deed 1385.98 feet) to the POINT OF BEGINNING, containing 3,868,923 square feet, or 88.818 acres of land.

EXHIBIT "B"
(Concept Plan)



EXHIBIT "B" CONCEPT PLAN



LEGEND
8' HIKE/BIKE TRAIL
BRICK SCREEN WALL

PHASE 1 SUMMARY

LOT COLOR CODE	MIN. LOT SIZE	APPROX. UNITS	PERCENTAGE
[Light Green]	50'x110'	59	47.6%
[Light Yellow]	50'x120'	20	16.1%
[Yellow]	60'x110'	22	17.7%
[Orange]	60'x120'	2	1.6%
[Dark Green]	70'x110'	17	13.7%
[Dark Green]	70'x120'	4	3.2%

PHASE 2 SUMMARY

LOT COLOR CODE	MIN. LOT SIZE	APPROX. UNITS	PERCENTAGE
[Light Green]	50'x110'	45	34.9%
[Light Yellow]	50'x120'	57	44.2%
[Yellow]	60'x110'	7	5.4%
[Orange]	60'x120'	3	2.3%
[Dark Green]	70'x110'	8	6.2%
[Dark Green]	70'x120'	9	7.0%

PHASE 3 SUMMARY

LOT COLOR CODE	MIN. LOT SIZE	APPROX. UNITS	PERCENTAGE
[Light Green]	50'x110'	40	32.0%
[Light Yellow]	50'x120'	58	46.4%
[Yellow]	60'x110'	5	4.0%
[Orange]	60'x120'	5	4.0%
[Dark Green]	70'x110'	7	5.6%
[Dark Green]	70'x120'	10	8.0%

PROJECT SUMMARY

LOT COLOR CODE	MIN. LOT SIZE	APPROX. UNITS	PERCENTAGE
[Light Green]	50'x110'	144	38.1%
[Light Yellow]	50'x120'	135	35.7%
[Yellow]	60'x110'	34	9.0%
[Orange]	60'x120'	10	2.6%
[Dark Green]	70'x110'	32	8.5%
[Dark Green]	70'x120'	23	6.1%

BUILDING SETBACK

FRONT: 20'
REAR: 20'
SIDE: 5'

MAXIMUM BUILDING COVERAGE

55%

TOTAL OPEN SPACE

4.85 AC.

ANTICIPATED LIVING AREA

MIN: 1,700 SF
AVG: 1,900 SF

NOTES:

- * EXTENSION OF PROPOSED STREET TO FARMERS ROAD MAY BE ELIMINATED DEPENDING ON FINAL DRAINAGE ANALYSIS.
- PROPOSED IMPROVEMENTS WILL MEET CURRENT LANDSCAPE REQUIREMENTS.
- PROPOSED IMPROVEMENTS INCLUDE OVER 5,000 LF OF HIKE/BIKE TRAIL, A PLAYGROUND AREA WITH TWO GAZEBOS AND OVER ONE ACRE OF OPEN PLAY FIELD.
- BRICK SCREEN WALL SHALL BE LOCATED ALONG TRAVERS TRAIL, WOOLEY WAY AND ALTO ROAD.



**HART MEADOWS
CONCEPTUAL MASTER PLAN**

JUNE 23, 2017

Regular Agenda Item: 12

Meeting Date: August 28, 2017

ITEM DESCRIPTION:

Conduct a public hearing concerning Shepherd Place East request to rezone approximately 8.882 acre tract from Residential 2 (R-2) zoning to Planned Development Residential-2 (PD-17-03) zoning and amend the Comprehensive Land Use Plan (Community Development Director)

BACKGROUND OF ISSUE:

A public hearing before the Planning and Zoning Commission regarding the zone change request from Shepherd Place East was held on Tuesday, August 22, 2017. Fourteen (14) property owners were notified of the public hearing; there was one (1) written response received; four (4) citizens appeared at the public hearing to speak in opposition of the zone change.

The subject property is located on the Southwest Corner of Lasater Road and Stark Road. Described as an 8.882 acre tract of land situated in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas. Beginning at the intersection of the Southwest right-of-way line of Lasater Road, (a 60 foot wide right-of-way), with the Northwest line of Stark Road, (a 50 foot wide right-of-way), same being the most eastern corner of said 71.4732 acre tract.

RECOMMENDATIONS:

Staff and P&Z recommend approval with the following development regulations.

1. The property shall be developed in accordance with the approved Concept Plan, which is attached hereto and made a part of the ordinance
2. Front yard shall have a minimum depth of not less than 25 feet
3. Side yard shall have a width of not less than 5 feet
4. Rear yard shall have a minimum depth of not less than 10 feet
5. Minimum area of the lot shall be not less than 8400 square feet
6. Minimum depth of the lot shall be not less than 140 feet
7. Minimum width of the lot shall be not less than 60 feet

8. Minimum living area of the dwelling shall be 2,000 square feet
9. Each dwelling unit shall provide a two-car garage with a minimum of 400 square feet
10. The minimum masonry requirement for the exterior facades of all buildings is permitted up to 90% of the total façade. For the purposes of this ordinance the masonry requirements shall be limited to full width brick, natural stone, cast stone, and cementaceous fiberboard horizontal lap-siding (e.g HardiBoard or Hardy Plank) or a decorative pattern. Stucco (i.e. three {3} part stucco or a comparable.
11. Main and accessory buildings shall not cover more than 70% percent of the lot area
12. Fence posts shall be scheduled 40 steel pipe fence post(s) and be buried to a depth of two feet (2') in concrete as required by Article 21.08 of the City of Seagoville Code of Ordinances
13. A 6' screening wall shall be construed along Stark Road and along Lasater Road from the northeast corner to the end of the Seagoville City Limits
14. One-half of Lasater from Stark to the Seagoville City Limits, shall be paved concrete
15. All common areas, detention ponds, screening walls and unimproved surfaces shall be maintained by the Homeowners Association ("HOA")
16. The property shall be landscaped in compliance with Division 21 of the City of Seagoville Zoning Ordinance
17. All signage shall comply with Article 21.069 of the City of Seagoville Code of Ordinances
18. Except as amended herein, all construction shall comply with the construction standards and ordinances of the City of Seagoville, Texas

EXHIBITS:

Application
Conceptual Master Plan
Public Hearing Notice to Property Owners within 200 feet
List of Property Owners within 200 feet (16 Total)
Public Hearing Notice to Daily Commercial Records
Property Owners in favor/opposed letter



DEVELOPMENT APPLICATION

City of Seagoville, Texas

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

<u>Subdivision/Plat:</u>		<u>Site Plan:</u>	<u>Other:</u>
<input checked="" type="checkbox"/> Preliminary Plat	_____ Preliminary Replat	<input checked="" type="checkbox"/> Concept Plan	_____ Landscape Plan
_____ Final Plat	_____ Replat (final)	_____ Site Plan	_____ Irrigation Plan
_____ Plat Vacation	_____ Amended Plat	_____ Revised Site Plan	_____ Elevation/Façade Plan
_____ Revised Plat (check type above)			_____ Screening Wall/Fence Plan
			_____ Engineering Plans

Name of Subdivision or Project: Shepherd Place East
 Physical Location of Property: Southwest Corner Lasater Lane and Stark Road
(General Location - approximate distance to nearest existing street corner)
 Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description): _____

Acreage: 8.88 Existing # of Lots/Tracts: One Existing Zoning: R-2
(Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block)
(If zoned PD, attach a copy of the PD ordinances to this application)

Applicant / Owner's Name: Shepherd Place Homes
 Contact Person: Robbie Hale Title: President
(Applicant or Owner? (circle one))
 Company Name: Shepherd Place Homes
 Street/Mailing Address: 620 - Rowlett Rd. City: Garland State: Tx Zip: 75043-3709
 Phone: (972) 475-1166 Fax: () Email Address: CSJENSEC@RobbieHaleHomes.com

Engineer / Representative's Name: K.P.A. CONSULTING INC. / E.C.D.L.P.
 Contact Person: PAT ATKINS Title: PRESIDENT
 Company Name: K.P.A. CONSULTING INC.
 Street/Mailing Address: 30710 Hays Ln. City: _____ State: _____ Zip: _____
 Phone: (972) 388-6303 Fax: (972) 771-4304 Email Address: K.P.A.ATKINS@KPA.com

SUBMITTAL DEADLINE: 28 DAYS PRIOR TO P&Z MEETING DATE. (Residential replats must be submitted at least 30 days prior to meeting to allow time for public hearing notification - application must include letter waiving 30-day review time. Please contact City staff for all 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 (see copy) must be delivered directly to the City's Planner in addition to the required submittal materials delivered to the City - check with City staff and with the City's Planner in advance for submittal requirements for each type of development application. The name, address, phone number, etc. of the City's Planner can be obtained from City staff. Failure to submit all materials (including full engineering plans, if applicable) to the City's Planner may result in delays scheduling the application for a P&Z agenda.
 Notice of Public Records. The submission of plans/drawings/etc. 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/etc.) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

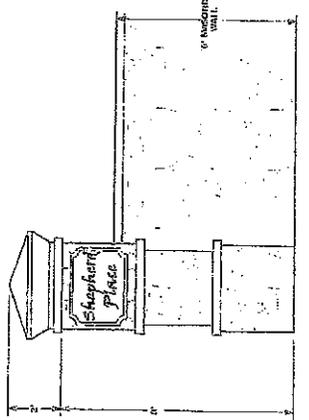
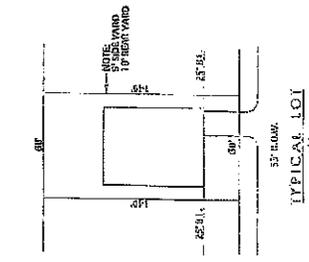
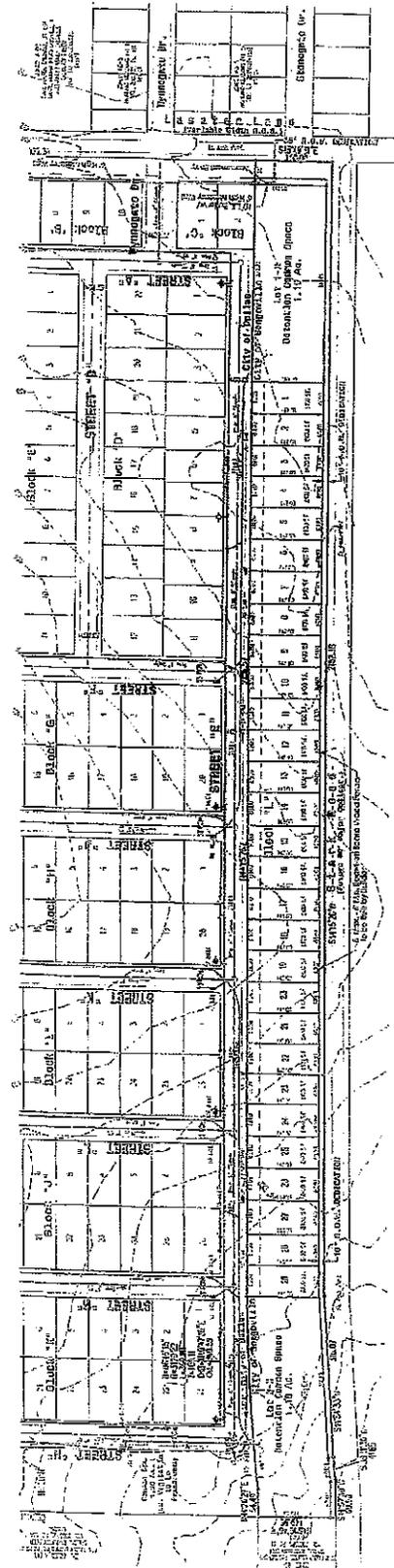
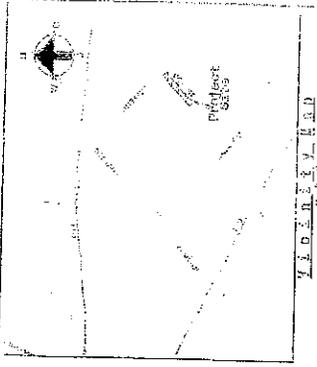
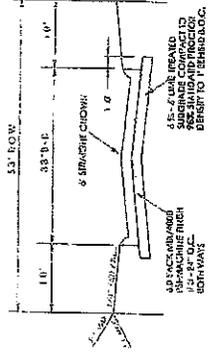
I hereby certify that I am the Owner, or the duly authorized agent of the Owner (proof of authorization attached), for the purposes of this application, and that all information submitted herein is complete, true and correct to the best of my knowledge. I understand that submitting this application does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

Notary Public: DEREK SHANE BRADBURY Title: PRESIDENT Date: 6/19/17
 My Commission Expires: November 25, 2019
 AND SWORN TO before me, this the 5 day of July, 2017
 Notary Public in and for the State of Texas: [Signature]
 My Commission Expires On: 11/25/2019

Office Use Only: Date Rec'd: _____ Fee Paid: _____ Check #: _____ Receipt #: _____
 Development Case #: _____ Accepted By: _____ Official Submittal Date: _____



- NOTES:
1. ELEMENTS AND USES SHOWN IN THE DALLAS PORTION OF THE NEIGHBORHOOD ARE FOR ILLUSTRATIVE PURPOSES ONLY.
 2. OPEN SPACES SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 3. WATER & WASTEWATER SERVICES WILL BE SERVED BY CITY OF DALLAS SAID SERVICES.



29 Lots (60'x140')
 2 Common Spaces Lot 14A, 24, 25 (100'x140')

CONSTRUCTION PLAN / CONCEPT PLAN

for **SHEPHERD PLACE EAST**
 City of Seagoville, Dallas County, Texas

Being 8.08 Acres out of the Harmon Hecker Survey, Abstract No. 521 in the City of Seagoville, Dallas County, Texas

OWNER: SHEPHERD PLACE ESTATES, LLC
 214-531-0145
 897.51.81.89

DESIGNER: HOK
 214-531-0145
 897.51.81.89

DATE: 08/14/2014
 SHEPHERD PLACE EAST, LLC
 214-531-0145
 897.51.81.89

PROJECT: SHEPHERD PLACE EAST
 214-531-0145
 897.51.81.89

SCALE: AS SHOWN
 SHEPHERD PLACE EAST, LLC
 214-531-0145
 897.51.81.89

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



August 2, 2017

PUBLIC NOTICE

**NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING & ZONING COMMISSION AND CITY COUNCIL**

City of Seagoville, Texas
Z2017-03

A public hearing will be held before the Planning & Zoning Commission on Tuesday, August 22, 2017 at 6:30 p.m., and before the City Council on Monday, August 28, 2017 at 7:00 p.m., in the Council Chambers, City Hall, 702 North U.S Highway 175, Seagoville, Texas, for the purpose of a zoning request to rezone approximately 8.882 acre tract from Residential 2 (R-2) zoning to Planned Development Residential-2 (PD R-2) zoning and amend the Comprehensive Land Use Plan. Applicant: *Shepherd Place Homes. (PD 17-03)*

The subject property is located on the Southwest Corner of Lasater Road and Stark Road. Described as an 8.882 acre tract of land situated in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas, (DCDCT). Beginning at the intersection of the southwest right-of-way line of Lasater Road, (a 60 foot wide right-of-way), with the Northwest line of Stark Road, (a 50 foot wide right-of-way), same being the most eastern corner of said 71.4732 acre tract.

The City Council of the City of Seagoville will hold a public hearing on Monday, August 28, 2017, at 7:00 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, to consider the recommendation of the Planning and Zoning Commission in regards to this request.

As an interested citizen, you may appear at the public hearings or you may send a notice, prior to 5:00 p.m. on the day of the public hearings, to either City Secretary Kandi Jackson or to Jessica Sherman, Administrative Assistant, 702 North U.S Highway 175, Seagoville, Texas 75159 or via fax at (469-319-5025) stating your position.

Questions regarding this rezoning request may be directed to Jessica Sherman, at (469) 319-5027.

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

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

"I am... (in favor of) (opposed to) ...the rezoning request Z2017-03 described herein."

Additional Comments (affix additional sheet if necessary): _____

Signature(s): _____

Printed Name(s): _____

Address: _____

Phone Number: _____

ZONING REQUEST #Z2017-03-Shepherd Place East

Mailed out 14 total on Wednesday, August 2, 2017

RRW Family LTD PS- 704 Fern Creek Dr. Dallas, Texas 75253 (688 Stark Road)

Higinio Elias & Gracelia Garcia- 2501 Wynngate Dr. Seagoville, Texas 75159

Connie Reed-2502 Wynngate Dr. Seagoville, Texas 75159

Larry Williams- PO Box 461073 Garland, Texas 75046 (2503 Wynngate Dr)

Max Garcia- 7438 Kelvin Ave. Winnetka, California 91306-2726 (2504 Wynngate Dr)

Carl Porter Calwell Jr.-3301 SW 134TH PL. Miami, Florida 33175-6946 (14801 Lasater Rd)

Winston Line-6223 La Vista Dallas, Texas 75214 (15002 Lasater Rd)

Santiago & Laura Bustos-15010 Lasater Rd. Dallas, Texas 75253

Salvador & Maura Perez- 2501 Stonegate Drive Seagoville, Texas 75159

Andrea & Javier Arroyo-2502 Stonegate Dr. Seagoville, Texas 75159

Shaniquia Bethany-2503 Stonegate Drive. Seagoville, Texas 75159

Tracy & Margaret Smith-2504 Stonegate Dr. Seagoville, Texas 75159

Doris Jones % Richard Jones- 1103 Mere Dr. Pinehurst, Texas 77362-2543 (1500 Lasater Rd)

Doris Jones % Richard Jones- 1103 Mere Dr. Pinehurst, Texas 77362-2543 (800 Stark Rd)

Doris Jones % Richard Jones- 1103 Mere Dr. Pinehurst, Texas 77362-2543 (900 Stark Rd)

Dennis & Janis Wolford- PO Box 360217 Dallas, Texas 75336 (234 E. Stark Rd)

Dennis & Janis Wolford- PO Box 360217 Dallas, Texas 75336 (1320 Stark Rd)



Signature: Jessica Sherman

Wednesday, August 2, 2017



August 3, 2017

VIA email – notices@dailycommercialrecord.com

Daily Commercial Record
706 Main Street
Dallas, Texas 75202

Please publish the legal notice as shown below in the **August 4, 2017** issue of your newspaper. Thank you!

Jessica Sherman, Administrative Assistant
City of Seagoville 702 North U.S. Highway 175 Seagoville, Texas 75159
Fax: (469) 319-5025

**NOTICE OF A PUBLIC HEARING BEFORE THE CITY OF SEAGOVILLE
PLANNING & ZONING COMMISSION AND CITY COUNCIL
ZONING CASE #Z2017-03**

A Public Hearing will be held before the Planning & Zoning Commission on Tuesday, August 22, 2017 at 6:30 p.m., and before the City Council on Monday, August 28, 2017, at 7:00 p.m., in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, on a zoning request to rezone approximately 8.882 acre tract from Residential 2 (R-2) zoning to Planned Development Residential-2 (PD R-2) zoning and amend the Comprehensive Land Use Plan. Applicant: *Shepherd Place Homes*.

The subject property is located on the Southwest Corner of Lasater Road and Stark Road. Described as an 8.882 acre tract of land situated in the Herman Heider Survey, Abstract No. 541 Dallas County, Texas.

The City Council of the City of Seagoville will hold a public hearing on Monday, August 28, 2017, at 7:00 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, to consider the recommendation of the Planning and Zoning Commission in regards to this request.

As an interested citizen, you may appear at the public hearings or you may send a notice, prior to 5:00 p.m. on the days of the public hearings, to City Secretary Kandi Jackson or Administrative Assistant Jessica Sherman, 702 N. Highway 175, Seagoville, Texas 75159 or via fax at (469) 319-5025 stating your position.

City of Seagoville
Kandi Jackson
City Secretary

Jessica Sherman
Administrative Assistant



August 9, 2017

VIA email – notices@dailycommercialrecord.com

Daily Commercial Record
706 Main Street
Dallas, Texas 75202

Please publish the legal notice as shown below in the **August 11, 2017** issue of your newspaper. Thank you!

Jessica Sherman, Administrative Assistant
City of Seagoville 702 North U.S. Highway 175 Seagoville, Texas 75159
Fax: (469) 319-5025

NOTICE OF A PUBLIC HEARING BEFORE THE CITY OF SEAGOVILLE
PLANNING & ZONING COMMISSION AND CITY COUNCIL
ZONING CASE #Z2017-03

A Public Hearing will be held before the Planning & Zoning Commission on Tuesday, August 22, 2017 at 6:30 p.m., and before the City Council on Monday, August 28, 2017, at 7:00 p.m., in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, on a zoning request to rezone approximately 8.882 acre tract from Residential 2 (R-2) zoning to Planned Development Residential-2 (PD R-2) zoning and amend the Comprehensive Land Use Plan. Applicant: *Shepherd Place Homes*.

The subject property is located on the Southwest Corner of Lasater Road and Stark Road. Described as an 8.882 acre tract of land situated in the Herman Heider Survey, Abstract No. 541 Dallas County, Texas.

The City Council of the City of Seagoville will hold a public hearing on Monday, August 28, 2017, at 7:00 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, to consider the recommendation of the Planning and Zoning Commission in regards to this request.

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City of Seagoville
Kandi Jackson
City Secretary

Jessica Sherman
Administrative Assistant

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



August 2, 2017

PUBLIC NOTICE
NOTICE OF A PUBLIC HEARING BEFORE THE
PLANNING & ZONING COMMISSION AND CITY COUNCIL
City of Seagoville, Texas
Z2017-03

A public hearing will be held before the Planning & Zoning Commission on Tuesday, August 22, 2017 at 6:30 p.m., and before the City Council on Monday, August 28, 2017 at 7:00 p.m., in the Council Chambers, City Hall, 702 North U.S Highway 175, Seagoville, Texas, for the purpose of a zoning request to rezone approximately 8.882 acre tract from Residential 2 (R-2) zoning to Planned Development Residential-2 (PD R-2) zoning and amend the Comprehensive Land Use Plan. Applicant: *Shepherd Place Homes. (PD 17-03)*

The subject property is located on the Southwest Corner of Lasater Road and Stark Road. Described as an 8.882 acre tract of land situated in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas, (DCDCT). Beginning at the intersection of the southwest right-of-way line of Lasater Road, (a 60 foot wide right-of-way), with the Northwest line of Stark Road, (a 50 foot wide right-of-way), same being the most eastern corner of said 71.4732 acre tract.

The City Council of the City of Seagoville will hold a public hearing on Monday, August 28, 2017, at 7:00 p.m. in the Council Chambers, City Hall, 702 N. Highway 175, Seagoville, Texas, to consider the recommendation of the Planning and Zoning Commission in regards to this request.

As an interested citizen, you may appear at the public hearings or you may send a notice, prior to 5:00 p.m. on the day of the public hearings, to either City Secretary Kandi Jackson or to Jessica Sherman, Planning and Zoning Commission Liaison, 702 North U.S Highway 175, Seagoville, Texas 75159 or via fax at (469-319-5025) stating your position.

Questions regarding this rezoning request may be directed to Jessica Sherman, at (469) 319-5027.

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

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

"I am... (in favor of) (opposed to) ...the rezoning request Z2017-03 described herein."

Additional Comments (affix additional sheet if necessary): - See ATTACHMENTS -

29 more houses will cause traffic problems and impede on proper DRAINAGE PIT AREA. UNSIGHTLY wood fencing is undesirable.

Signature(s): Theodore Wojtowicz
Printed Name(s): Theodore Wojtowicz
Address: 704 Fern Creek Dr. Dallas TX
Phone Number: 972-286-0838

The next 4 pages are excerpts from the Dallas staff report, the staff outlines things that Horton proposed to do in the open space and are in the public record, which is a reiteration of the agreement that was worked out between the neighbors and the developer.

Fluider Wayson

HONORABLE MAYOR & CITY COUNCIL

WEDNESDAY, AUGUST 10, 2016

ACM: Ryan S. Evans

FILE NUMBER: Z156-135(OTH)

DATE FILED: November 16, 2015

LOCATION: Southwest line of Lasater Road, northwest of Stark Road

COUNCIL DISTRICT: 8

MAPSCO: 70-H, M; 70A-E, J

SIZE OF REQUEST: Approx. 62 acres

CENSUS TRACT: 170.04

APPLICANT: David Booth, DR Horton Homes

OWNER: Frank Scheer, First Security Bank

REPRESENTATIVE: Tom John, JBI Partners

REQUEST: An application for a Planned Development District for R-7.5(A) Single Family District uses on property zoned an A(A) Agricultural District.

SUMMARY: The applicant is proposing to develop the property with single family dwelling units. The applicant originally applied for an R-5(A) Single Family District. After discussion with the Commissioner for the district, the applicant revised the request for a Planned Development District.

CPC RECOMMENDATION: Approval, subject to a conceptual plan and conditions.

STAFF RECOMMENDATION: Approval, subject to a conceptual plan and conditions.

DESIGNATED ZONING CASE

Z156-135(OTH)

GUIDING CRITERIA FOR STAFF RECOMMENDATION:

Staff recommends approval based upon:

1. *Performance impacts upon surrounding property* – The proposed zoning should have no negative impacts upon surrounding property in the area. The property is surrounded by undeveloped land and residential uses.
2. *Traffic impact* – The rezoning of this property will likely impact the surrounding roadways. At the time of platting and permitting, specific roadway design standards for the proposed capacity will be required to mitigate the impact.
3. *Comprehensive Plan or Area Plan Conformance* – The forwardDallas! Comprehensive Plan identifies the area as a Residential Neighborhood Building Block. The proposed development is consistent with the Residential Neighborhood Building Block.

Zoning History: There have been no zoning changes in the area within the last five years.

Thoroughfares/Streets:

Thoroughfare/Street	Type	Existing ROW
Lasater Road	Local	N/A
Bute Street	Local	N/A

Traffic:

The Engineering Section of the Department of Sustainable Development and Construction reviewed the proposed zoning and determined that a more detailed TIA will be necessary at the time of platting and permitting to determine the required roadway improvements based upon the number of lots and proposed plat phasing.

STAFF ANALYSIS:

Comprehensive Plan:

The forwardDallas! Comprehensive Plan was adopted by the City Council in June 2006. The forwardDallas! Comprehensive Plan outlines several goals and policies which can serve as a framework for assisting in evaluating the applicant's request. The Plan classifies the area as a Residential Neighborhood Building Block.

Z156-135(OTH)

This Building Block represents the life-blood of Dallas, the traditional neighborhood of single-family detached homes. Dallas has many neighborhoods that match this description, including Winnetka Heights, Preston Hollow, Lakewood and Wheatley Place. Single-family dwellings are the dominate land use in these areas. Some shops, restaurants or institutional land uses such as schools and religious centers that serve neighborhood residents may be located at the edges or at key intersections. Neighborhood "pocket parks" provide open space for families. Individual lot size, front yard and side yard setbacks, garage orientation and scale of the home varies from neighborhood to neighborhood. These areas rely primarily on cars for access, although traffic on neighborhood streets is expected to be low. Cut-through traffic or spill over from commercial areas will be strongly discouraged. While public transit may be available, typically it involves longer walks to bus stops or the need to drive to park and-ride facilities. Newly developed neighborhoods may provide better pedestrian access to community services through shorter block lengths, narrower streets, sidewalks and greenbelts with hike and bike trails and might also provide improved access to transit service. Public investment will focus on protecting quality of life by providing amenities such as parks, trails, road improvements and strong code enforcement.

Surrounding Land Uses:

	Zoning	Land Use
Site	A(A)	Undeveloped
Northeast	City of Seagoville	Undeveloped and single family
Southeast	City of Seagoville	Undeveloped
Southwest	A(A) & R-16(A)	Single family and undeveloped
Northwest	A(A) & MH(A)	Undeveloped and mobile homes

Land Use Compatibility:

The request site is approximately 62 acres of land and is currently undeveloped. The property is located on the edge of the city limits of the City of Dallas and the City of Seagoville. The applicant is proposing to build single family dwelling units. The existing zoning of the property is A(A) Agricultural District which allows for single family residential uses; however, the lot size requirement in the A(A) District is a minimum of three acres. The request has changed from an R-5(A) District to a Planned Development District for R-7.5(A) Single Family District uses to impose certain conditions for the development of the property. The property is surrounded by undeveloped land to the northeast; undeveloped land to the southeast; undeveloped

Z156-135(OTH)

land and single family to the southwest; and undeveloped land and mobile homes to the northwest. The proposed zoning district and use of the property will be compatible with the surrounding area.

The applicant is proposing certain conditions for the development of the land. However, the property is split between the City of Dallas and the City of Seagoville. Therefore, those conditions that the applicant is proposing on the conceptual plan for the portion located in the City of Seagoville cannot be enforced by the City of Dallas.

Following are the conditions that the applicant proposes in the development of the property. Some of the proposed items cannot be included as part of the conditions due to the fact that they are not land use issues.

The following standards are included as part of the conditions of the proposed PD:

1. Provide a fence along the southwest line of the property.
2. Maintain an approximate acre of land to preserve the existing trees/remaining trees on the southwest corner of the property as shown in the conceptual plan;
3. Eighty percent of the material for the dwelling units must be brick or stone. If any siding is used, it shall be of cement. If a chimney is built to the ground and faces the street, it shall be 100 percent brick or stone.
4. Front yard setbacks must be sodded.
5. A minimum of two, 3" caliper canopy trees shall be provided for each lot. These trees may be counted towards meeting any mitigation requirements if any trees have to be removed to accommodate a detention pond or other City requirements.

The following items cannot be part of the PD conditions and/or cannot be enforced by the City of Dallas either because it is not a land use issue or because the property is located in the City of Seagoville:

1. The required trees per lot may not be counted towards meeting any mitigation requirements if any trees have to be removed to accommodate the detention pond or other City requirements.
2. The open spaces shall be owned and maintained by a Homeowner Association. This item is part of the platting process. The open space proposed in the Development plan is located within the City of Seagoville boundary; therefore, the City of Dallas does not have any jurisdiction in that portion of the property.
3. Provide a 5 feet trail along the southern portion of the property. The 5 feet trail proposed in the Development plan is located within the City of Seagoville boundary; therefore, the City of Dallas does not have any jurisdiction in that portion of the property.
4. Detention/Open space. The applicant is proposing a detention/open space area along the southern portion of the property. The proposed detention/open space area proposed in the Development plan is located within the City of Seagoville boundary; therefore, the City of Dallas does not have any jurisdiction in that portion of the property.
5. Provide playground equipment in the open space area.
6. Minimum floor area per unit is 1,800 square feet.

The next 3 pages are excerpts from the Planned Development Proposal presented by the developer.

3
Hudson Westman

EXHIBIT
REMINGTON MILL
PLANNED DEVELOPMENT STANDARDS

GENERAL STANDARDS

1. The design and development of the Remington Mill neighborhood shall take place in general accordance with the attached Concept Plan. (Concept 4, dated May 3, 2016)

NEIGHBORHOOD STANDARDS

1. Fencing: A tubular steel fence, or similar, shall be built along the rear property lines of those lots identified with an "A" on the Concept Plan. Said fence shall be no closer to the rear property line than 5'. The builder shall have the discretion to place the fence farther from the property line than the 5' minimum requirement in order to preserve the cedars along the property line.
2. A minimum 5' wide trail shall be provided within the open space area. This trail shall be in lieu of any "required" sidewalk along the adjacent interior neighborhood street.
3. Playground equipment typically associated with a "tot lot" shall be provided in the open space.
4. The approximate 1 acre treed area, as shown on the Concept Plan, shall remain. General clearing of understory growth shall be allowed in order to provide for a better growing environment for the remaining trees.
5. The opens spaces shall be owned and maintained by a Homeowners Association.

RESIDENTIAL STANDARDS

Development shall take place in accordance with development standards established for "R-7.5(A)" Single Family Residential zoning district, unless otherwise identified below.

1. Minimum house size: 1,800 square feet of living area.
2. Minimum garage size: 400 square feet.
3. Minimum driveway width: 18' for the entire length of the driveway.
4. Minimum masonry: 80% brick or stone. If siding material is used, it shall be cementitious. If a chimney goes down to the ground and faces a street, it shall be 100% brick or stone.
5. Front yards shall be sodded.
6. A minimum 2, 3" caliper shade trees shall be provided in the front yard of each home. These trees may be counted towards meeting any mitigation requirements if trees have to be removed to accommodate detention or other City requirements.



**CONCEPT 4
NEIGHBORHOOD DATA**
248 LOTS (R-7.5 Zoning)

NOTE: Lots with an * on their dimension side which will have blower wash, or similar fencing along the rear property line if a fence is built.



REMINGTON MILL

DALLAS, TEXAS

0 100 200 400 1,000'

JB

DATE: 11/12/2013
BY: J. B. [unreadable]

Regular Agenda Item: 13

Meeting Date: August 28, 2017

ITEM DESCRIPTION

Consider approval of an ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and map of the City Of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Residential-2 (R-2) to Planned Development-Residential -2 (PD-17-03) for 8.88 acres of land located at the southwest corner of Lasater Road and Stark Road, Seagoville, Dallas County, Texas, and being legally described in Exhibit “A”, attached hereto and incorporated herein; providing for amended development regulations; providing for the approval of the Concept Plan, which is attached hereto and incorporated herein as Exhibit “B”; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date.

BACKGROUND OF ISSUE:

The City received an application from Hart Meadows for a zone change request from Residential-5 (R-5) to Planned Development-Residential-5 (PD-17-03). The Planning & Zoning Commission heard the request and held its public hearing on Tuesday, August 22, 2017. Upon vote, a motion was made and carried with a 3 / 2 vote to recommend approval of PD-17-04.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of the ordinance for PD-17-03

EXHIBITS

Ordinance No. 19-2017
with Legal Description of Property
and Concept Plan

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. 19-2017

AN ORDINANCE OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM RESIDENTIAL-2 (R-2) TO PLANNED DEVELOPMENT-RESIDENTIAL -2 (PD-17-03) FOR 8.88 ACRES OF LAND LOCATED AT THE SOUTHWEST CORNER OF LASATER ROAD AND STARK ROAD IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING LEGALLY DESCRIBED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR AMENDED DEVELOPMENT REGULATIONS; PROVIDING FOR THE APPROVAL OF THE CONCEPT PLAN, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT “B”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission and the governing body of the City of Seagoville, Texas, in compliance with the laws of the State of Texas, and pursuant to the Comprehensive Zoning Ordinance of the City of Seagoville, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that Zoning Application No. Z2017-03 (PD 17-03) should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, duly passed by the governing body of the City of Seagoville, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning from Residential-2 (R-2) to Planned Development-Residential-5 (PD 17-03) for 8.88 acres of land located at the

southwest corner of Lasater Road and Stark Road in the City of Seagoville, Dallas County, Texas, and being legally described in Exhibit "A".

SECTION 2. The property shall be developed and used in accordance with the City of Seagoville Zoning Ordinance and Construction Standards, except as amended herein, and the following development regulations:

- A. The property shall be developed in accordance with the approved Concept Plan, which is attached hereto and made a part of the ordinance
- B. Front yard shall have a minimum depth of not less than 25 feet
- C. Side yard shall have a width of not less than 5 feet
- D. Rear yard shall have a minimum depth of not less than 10 feet
- E. Minimum area of the lot shall be not less than 8400 square feet
- F. Minimum depth of the lot shall be not less than 140 feet
- G. Minimum width of the lot shall be not less than 60 feet
- H. Minimum living area of the dwelling shall be 2,000 square feet
- I. Each dwelling unit shall provide a two-car garage with a minimum of 400 square feet
- J. The minimum masonry requirement for the exterior facades of all buildings is permitted up to 90% of the total façade. For the purposes of this ordinance the masonry requirements shall be limited to full width brick, natural stone, cast stone, and cementaceous fiberboard horizontal lap-siding (e.g. HardiBoard or Hardy Plank) or a decorative pattern. Stucco (i.e. three {3} part stucco or a comparable.
- K. Main and accessory buildings shall not cover more than 70 percent of the lot area
- L. Fence posts shall be schedule 40 steel pipe fence post(s) and be buried to a depth of two feet (2') in concrete as required by Article 21.08 of the City of Seagoville Code of Ordinances

- M. A 6' screening wall shall be constructed along Stark Road and along Lasater Road from the northeast corner to the end of the Seagoville City Limits
- N. One-half of Lasater, from Stark to the Seagoville City Limits, shall be paved concrete, curb, and gutter roadway
- O. All common areas, detention ponds, screening walls and unimproved surfaces shall be maintained by the Homeowners' Association ("HOA")
- P. The property shall be landscaped in compliance with Division 21 of the City of Seagoville Zoning Ordinance
- Q. All signage shall comply with Article 21.09 of the City of Seagoville Code of Ordinances
- R. Except as amended herein, all construction shall comply with the construction standards and ordinances of the City of Seagoville, Texas

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

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

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

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

decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

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

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

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

DULY PASSED by the City Council of the City of Seagoville, Texas, this the 28th day of August, 2017.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY
(/cdb)

EXHIBIT "A"
(Legal Property Description)

"8.882 Acre Zoning Exhibit"

BEING an 8.882 acre tract of land situated in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas, and being part of a 71.4732 acre tract described in deed to First Security Bank, NA, recorded as Instrument No. 201200045506, Deed Records, Dallas County, Texas, (DRDCT) and being more particularly described as follows:

BEGINNING at the intersection of the southwest right-of-way line of Lasater Road, (a 60 foot wide right-of-way), with the northwest line of Stark Road, (a 50 foot wide right-of-way), same being the most eastern corner of said 71.4732 acre tract;

THENCE Southwesterly along said Stark Road the following courses and distances;

South 44°00'35" West, a distance of 2156.68 feet to a point for corner at the beginning of a tangent curve to the left having a radius of 2894.79 feet, and a chord which bears South 40°57'35" West, a distance of 308.04 feet;

Southwesterly along said curve to the left, through a central angle of 06°06'00," an arc distance of 308.19 feet to a point for corner at the end of said curve;

South 37°54'35" West, a distance of 45.74 feet to a point for corner;

South 44°00'35" West, a distance of 71.17 feet to a point for corner at the most southern corner of said 71.4732 acre tract common to the most eastern corner of a tract of land described in deed to RRW Family Limited Partnership, recorded in Volume 2002095, Page 564, DRDCT;

Thence North 45°32'58" West, along the common line of last mentioned tracts, a distance of 143.12 feet to a point for corner;

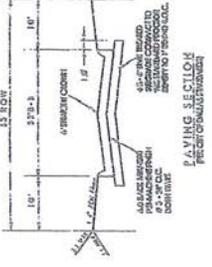
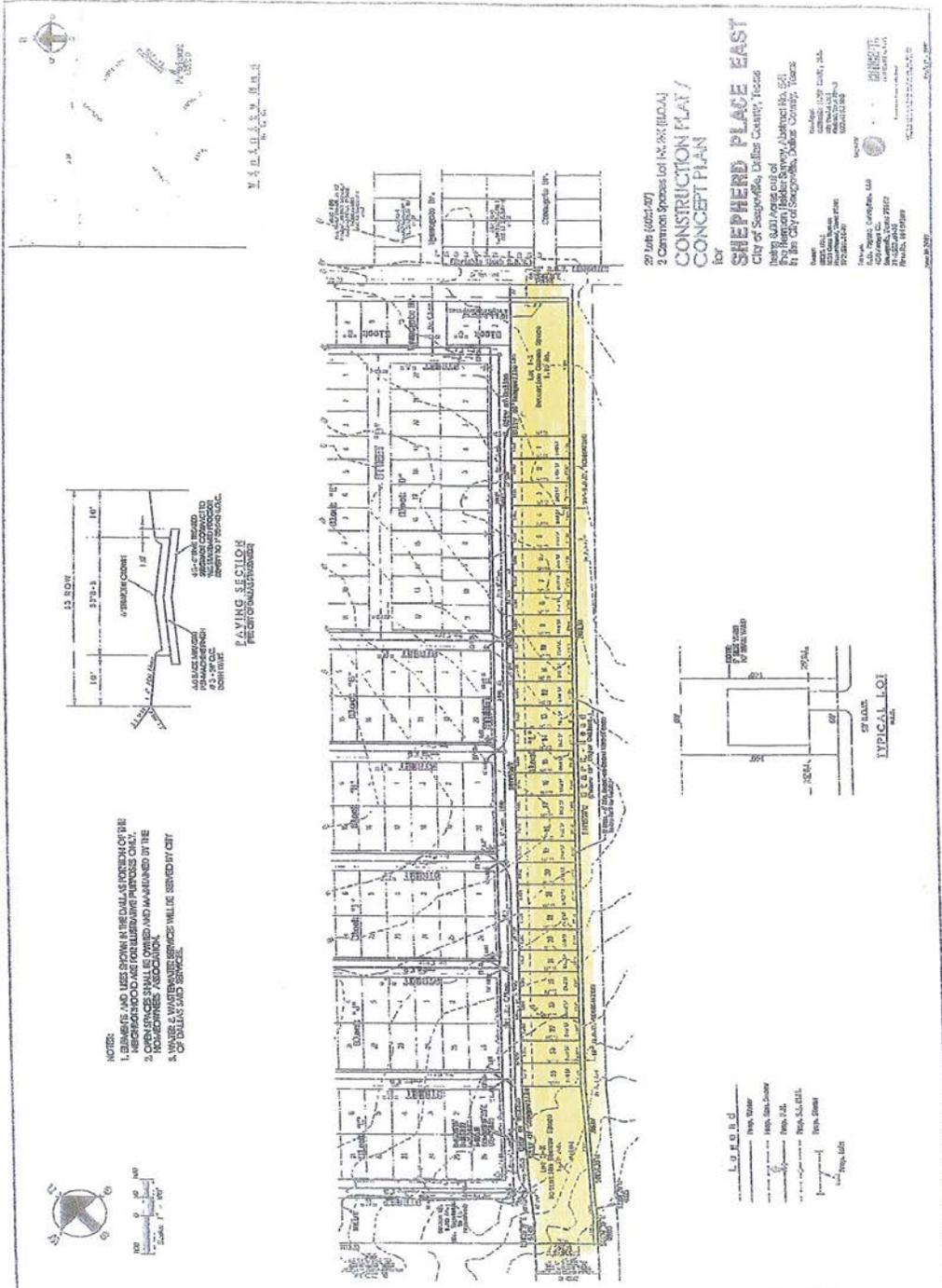
Thence North 37°54'39" East, a distance of 54.39 feet to a point for corner at the beginning of a non-tangent curve to the right having a radius of 3129.22 feet, and a chord which bears North 40°32'35" East, a distance of 369.58 feet;

Thence northeasterly along said curve to the right, through a central angle of 06°46'16" an arc distance of 369.81 feet to a point for corner at the end of said curve;

Thence North 44°00'35" East, a distance of 2156.57 feet to a point for corner in the common line of said 71.4732 acre tract and the southwest right-of-way line of said Lasater Road;

Thence South 46°05'51" East, along said common line a distance of 149.99 feet to the **PLACE OF BEGINNING** and containing 386,887 square feet or 8.882 acres of land.

EXHIBIT "B" (Concept Plan)



- NOTES:**
1. DIMENSIONS AND LINES SHOWN IN THE DALLAS NORTH OF THE HIGHWAY ARE FOR ILLUSTRATIVE PURPOSES ONLY.
 2. OPEN SPACES SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
 3. ALL UTILITIES SHOWN ARE BASED ON RECORDS OF THE CITY OF DALLAS AND SERVICE.

27 July 1982 (27)
2 Common Spaces for 18, 28, 30 (18, 28, 30)
CONSTRUCTION PLAN /
CONCEPT PLAN

for SHEPHERD PLACE EAST
City of Seagoville, Dallas County, Texas
Being 0.03 Acres out of
5.00 Acres, Block Survey, Suburban 18, 28,
30 by City of Seagoville, Dallas County, Texas

SHEPHERD ENGINEERING
1000 West 10th Street
Ft. Worth, Texas 76102
Phone: 754-222-1111

- Legend**
- Prop. Water
 - Prop. Gas
 - Prop. Elec
 - Prop. Sewer
 - Prop. 18, 28, 30



Regular Agenda Item: 14

Meeting Date: August 28, 2017

ITEM DESCRIPTION

Conduct the third public hearing to receive input on the proposed annexation of approximately 7,277± feet in length and 80' in width of the recorded public right-of-way of East Malloy Bridge Road, located in Kaufman County, Texas, beginning at its intersection with the northern boundary line of territorial limits of the City of Seagoville, and running north/northeast to its intersection with the southern boundary line of the territorial limits of the City of Seagoville.

BACKGROUND OF ISSUE:

The City proposes to institute annexation proceedings to annex the portion of East Malloy Bridge Road currently owned by Kaufman County, which abuts, is contiguous to and connects the boundary limits of the City of Seagoville. This strip of roadway falls between where the City of Seagoville City Limits ends on E. Malloy Bridge Road and then picks up again on E. Malloy Bridge Road. This area seems to be in constant need of repair and the City regularly receives phone calls concerning the same, many alleging damage to their vehicles and desiring to file a claim against the City. Based on the excessive number of calls, the City Manager reached out to Kaufman County Commissioner Jakie Allen concerning the annexation of the same.

On or about June 26, 2017, this matter was placed on the Kaufman County Commissioners' Court agenda. A letter was received from Kaufman County Judge Bruce Wood indicating the County's desire for the City to proceed with the annexation proceedings.

The City began to gather the information for the property owners located within 200' of the area, establish public hearing dates, and preparing the Notice of Public Hearings for the Proposed Annexation. In accordance with State law, said Notice was published in the official newspaper and also sent to the seven (7) property owners located within 200' of the area.

The City Council held the first public hearing on August 7, 2017 and the second public hearing on August 21, 2017. Due to a scheduling conflict with the newspaper, staff felt it was in the best interest of the City to hold this third and final public hearing.

FINANCIAL IMPACT:

On-going maintenance cost associated with paving
Approximately \$200,000 for initial rebuild

ATTACHMENTS:

None

Regular Agenda Item: 15

Meeting Date: August 28, 2017

ITEM DESCRIPTION

Discuss and consider adopting an ordinance of the City of Seagoville, Texas, extending the municipal boundary limits of the City of Seagoville, Texas, in accordance with Chapter 43 of the Texas Local Government Code by the annexation of approximately 7,277 ± feet of the recorded public right-of-way of East Malloy Bridge Road, located in Kaufman County, Texas, beginning at its intersection with the northern boundary line of territorial limits of the City of Seagoville, and running northeast to its intersection with the southern boundary line of the territorial limits of the City of Seagoville (“the annexation area”); providing that the annexation area shall be subject to the ad valorem taxes levied by the City of Seagoville and that the inhabitants of the annexation area, if any, shall be entitled to all rights and privileges of all the regulations of the City of Seagoville now in effect and hereinafter adopted; adopting the Service Plan attached hereto as Exhibit “A”; providing a severability clause; and providing for an effective date

BACKGROUND OF ISSUE:

The City Council held the first public hearing on August 7, 2017 and the second public hearing on August 21, 2017. Due to a scheduling conflict with the newspaper, the City held a third and final public hearing on August 28, 2017.

Property owner notices were sent out and no one responded in favor of or opposed to the annexation. No one appeared at the first or second public hearing to speak either in favor of or opposed to.

Based on the foregoing and the fact that this strip of roadway will connect the City of Seagoville City Limits on East Malloy Bridge Road, staff recommends approval of the ordinance annexing approximately 7,277 ± feet of the recorded public right-of-way of East Malloy Bridge Road, located in Kaufman County, Texas.

FINANCIAL IMPACT:

On-going maintenance cost associated with paving
Approximately \$200,000 for initial rebuild

ATTACHMENTS:

Ordinance
Service Plan

ORDINANCE NO. 17-2017

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, EXTENDING THE MUNICIPAL BOUNDARY LIMITS OF THE CITY OF SEAGOVILLE, TEXAS, IN ACCORDANCE WITH CHAPTER 43 OF THE TEXAS LOCAL GOVERNMENT CODE BY THE ANNEXATION OF 7,277 ± FEET OF THE RECORDED PUBLIC RIGHT-OF-WAY OF EAST MALLOY BRIDGE ROAD, LOCATED IN KAUFMAN COUNTY, TEXAS, BEGINNING AT ITS INTERSECTION WITH THE NORTHERN BOUNDARY LINE OF TERRITORIAL LIMITS OF THE CITY OF SEAGOVILLE, AND RUNNING NORTHEAST TO ITS INTERSECTION WITH THE SOUTHERN BOUNDARY LINE OF THE TERRITORIAL LIMITS OF THE CITY OF SEAGOVILLE (“THE ANNEXATION AREA”); PROVIDING THAT THE ANNEXATION AREA SHALL BE SUBJECT TO THE AD VALOREM TAXES LEVIED BY THE CITY OF SEAGOVILLE AND THAT THE INHABITANTS OF THE ANNEXATION AREA, IF ANY, SHALL BE ENTITLED TO ALL RIGHTS AND PRIVILEGES OF ALL THE REGULATIONS OF THE CITY OF SEAGOVILLE NOW IN EFFECT AND HEREINAFTER ADOPTED; ADOPTING THE SERVICE PLAN ATTACHED HERETO AS EXHIBIT “A”; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Texas Local Government Code Chapter 43, the City Council wishes to extend the municipal boundary limits of the City of Seagoville, Texas and annex real property consisting of approximately 7,277 ± feet of the recorded public right-of-way of Malloy Bridge Road, located in Kaufman County, Texas, beginning at the northern boundary line of the territorial limits of the City of Seagoville, and running northeast to its intersection with the southern boundary line of the territorial limits of the City of Seagoville (hereinafter called the “Annexation Area”);

WHEREAS, the City Council of the City of Seagoville, Texas (“City Council”) finds that two (2) public hearings were held before the City Council of the City of Seagoville, Texas in which all interested persons were given an opportunity to be heard on the proposed annexation of the Annexation Area;

WHEREAS, the City Council has determined that it is in the best interests of the City of Seagoville, Texas to adopt a service plan as required by Section 43.056 of the Texas Local Government Code, for the Annexation Area described herein, which is attached hereto and incorporated herein as Exhibit “A” (hereinafter, the “Service Plan”); and

WHEREAS, the City Council finds that the Service Plan was made available for public inspection and explained to the inhabitants of the Annexation Area at each of the public hearings; and

WHEREAS, the City Council finds compliance with the Texas Local Government Chapter 43 and all other applicable annexation laws; and

WHEREAS, the City Council finds that the Annexation Area lies within the extraterritorial jurisdiction of the City of Seagoville, Texas; and

WHEREAS, the City Council finds that the Annexation Area is adjacent to and adjoins the current corporate boundaries of the City of Seagoville, Texas and the Annexation Area is exempt from the City's Annexation Plan pursuant to Section 43.052(h)(1) of the Texas Local Government Code; and

WHEREAS, the City Council finds that all legal notices required for annexation have been given in the time, manner and form provided by law; and

WHEREAS, the City Council finds that it has completed the annexation process in compliance with the City Charter of the City of Seagoville and with all applicable statutes; and

WHEREAS, the City Council finds that it is beneficial, advantageous and in the public interest to annex the Annexation Area into the corporate limits of the City of Seagoville, Texas;

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

SECTION 1: That the findings of the City Council set forth above are incorporated into the body of this ordinance as if fully set forth herein.

SECTION 2: The Annexation Area fully described as approximately 7,277 ± feet of the recorded public right-of-way of East Malloy Bridge Road, located in Kaufman County, Texas, beginning at its intersection with the northern boundary line of territorial limits of the City of Seagoville, and running north/northeast to its intersection with the southern boundary line of the territorial limits of the City of Seagoville, is hereby annexed into the City of Seagoville, Texas so that said Annexation Area is within the corporate limits of the City of Seagoville, Texas.

SECTION 3: From and after the passage of this Ordinance the Annexation Area shall be a part of the City of Seagoville and subject to the ad valorem taxes levied by the City of Seagoville, and the inhabitants thereof shall be entitled to all rights and privileges of all citizens of Seagoville and shall be bound by the acts, ordinances, resolutions and regulations of the City of Seagoville, Texas now in effect and hereinafter adopted.

SECTION 4: That the Service Plan, attached hereto as Exhibit "A," for the Annexation Area described herein, is hereby adopted.

SECTION 5: It is hereby declared to be the intention of the City Council of the City of Seagoville, Texas, that sections, paragraphs, clauses and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared or

deemed legally invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such legal invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council of the City of Seagoville without the incorporation in this Ordinance of any such legally invalid or unconstitutional, phrase, sentence, paragraph or section.

SECTION 6: This Ordinance shall be effective immediately from and after final publication, as the law and charter in such cases provide.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS THIS 28th day of August 2017.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis Allen, City Attorney
(:cdb 07/11/2017)

EXHIBIT “A”
ANNEXATION SERVICE PLAN

In connection with the annexation of the tracts of real property consisting of approximately 7,277± feet in length and 80 feet in width of the recorded public right-of-way of East Malloy Bridge Road, located in Kaufman County, Texas, beginning at its intersection with the northern boundary line of territorial limits of the City of Seagoville, and running northeast to its intersection with the southern boundary line of the territorial limits of the City of Seagoville, as depicted in Exhibit “A” attached hereto and incorporated herein, (hereinafter, the “Annexation Area”) the following service plan is adopted as required by Section 43.056 of the Texas Local Government Code:

The City of Seagoville, Texas, will, to the extent it provides or authorizes such services itself or through contractual arrangements with other entities, provide the following services in the Annexation Area upon the effective date of annexation:

A. Police Protection

Police enforcement and protection services are to be provided by the extension of patrol into the Annexation Area and by response from the Seagoville Police Department to individual requests beginning on the effective date of the annexation ordinance.

B. Fire Protection (including emergency ambulance)

Fire protection personnel and equipment, and emergency medical personnel and equipment shall be provided to the Annexation Area upon request beginning on the effective date of the annexation ordinance.

C. Solid Waste Collection

Solid waste collection service is to be provided to the Annexation Area in accordance with City of Seagoville ordinances, resolutions, and regulations beginning on the effective date of the annexation ordinance.

D. Water Service

1. Water service is to be provided to the Annexation Area in accordance with City of Seagoville ordinances, resolutions, and regulations beginning on the effective date of the annexation ordinance.
2. Water mains are to be extended (as applicable) to serve individual owners in and adjacent to the Annexation Area in accordance with City of Seagoville ordinances, resolutions, and regulations.

3. As development and construction of subdivisions and buildings commence within and adjacent to the Annexation Area, water mains are to be extended with City participation in the costs of these extensions in accordance with City of Seagoville ordinances, resolutions, and regulations.
4. Maintenance and operation of publicly owned facilities, buildings, or services within the Annexation Area will be provided in accordance with City of Seagoville ordinances, resolutions, and regulations.

E. Sanitary Sewer Service

1. Wastewater service is to be provided to the Annexation Area in accordance with City of Seagoville ordinances, resolutions, and regulations beginning on the effective date of the annexation ordinance.
2. Sanitary sewer mains are to be extended (as applicable) to serve individual owners in and adjacent to the Annexation Area in accordance with City of Seagoville ordinances, resolutions, and regulations.
3. As development and construction of subdivisions and buildings commence within and adjacent to the Annexation Area, sanitary sewer mains are to be extended with City participation in the costs of these extensions in accordance with City of Seagoville ordinances, resolutions, and regulations.
4. Maintenance and operation of publicly owned facilities, buildings, or services within the Annexation Area will be provided in accordance with City of Seagoville ordinances, resolutions, and regulations.

F. Maintenance of Roads and Streets

1. Street maintenance and other street services are to be provided to the Annexation Area in accordance with City of Seagoville ordinances, resolutions, and regulations beginning on the effective date of the annexation ordinance.
2. As streets are constructed in adjacent, undeveloped areas, right-of-way construction permitting and oversight of development will be provided in accordance with City of Seagoville ordinances, resolutions, and regulations.

G. Parks and Recreation

All of the City of Seagoville parks and recreation facilities are to be available for use by residents of the Annexation Area beginning on the effective date of the annexation ordinance.

H. Street Lighting

Street lighting will be provided and maintained in accordance with City of Seagoville ordinances, resolutions, and regulations, and with practices in all other areas of the city.

I. Planning and Zoning

The planning and zoning jurisdiction, including the subdivision platting process, of the City of Seagoville shall extend to the annexed area beginning on the effective date of the annexation ordinance.

J. Capital Improvements

The property will be included in any revised City of Seagoville Capital Improvements Plan and Pavement Maintenance Index. Any necessary improvements will be made in accordance to the plan, and with City of Seagoville ordinances, resolutions, and regulations.

K. General Municipal Administrative and Code Enforcement Services

General municipal administrative and code enforcement services of the City of Seagoville will be provided to residents and properties of the Annexation Area beginning on the effective date of the annexation ordinance.

Miscellaneous Provisions:

1. This service plan is valid for ten years. Renewal of the service plan is at the discretion of the City of Seagoville.
2. This service plan does not require a uniform level of municipal services to each area of the City, including the Annexation Area. Different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.
3. This service plan shall not be amended unless public hearings are held in accordance with Texas Local Government Code, Section 43.052, as amended.
4. This service plan is adopted as Exhibit "B" to the Ordinance annexing the Annexation Area into the City of Seagoville, Texas. The City shall provide the Annexation Area or cause the Annexation Area to be provided with services in accordance with this service plan.

Prepared this 21st day of August, 2017.

Regular Agenda Item: 16

Meeting Date: August 28, 2017

ITEM DESCRIPTION

Receive Councilmember Reports/ Items of Community Interest

BACKGROUND OF ISSUE:

Section 551.0415 of the Texas Government Code authorizes a quorum of the governing body of a municipality or county to receive reports about items of community interest during a meeting without having given notice of the subject of the report if no action is taken. Section 551.0415 defines an “item of community interest” to include:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in status of a person’s public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A

Regular Agenda Item: 17

Meeting Date: August 28, 2017

ITEM DESCRIPTION:

Future Agenda Items

BACKGROUND OF ISSUE:

Council provides direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A