



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA  
MONDAY, JUNE 4, 2018**

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

**WORK SESSION – 6:30 P.M.**

**Call to Order**

- A. Discuss regular session agenda items**
- B. A+ Food Industry Inspections, Inc. presentation**

**Adjourn**

**REGULAR SESSION - 7:00 P.M.**

**ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Recognition for Budget Award**

**Mayor's Report**

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

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

- 1. Consider approving City Council Meeting minutes for May 21, 2018 (City Secretary)**

**REGULAR AGENDA-**

- 2. Conduct a public hearing to discuss and consider an Ordinance of the City of Seagoville, Dallas County, Texas, amending the comprehensive zoning Ordinance by adopting the recommended language for creating a new zoning district called Highway Overlay District as shown in Exhibit “iv”, attached hereto and incorporated herein; providing for a repealing clause; providing a severability clause; providing for a savings clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)**
- 3. Discuss and consider approving, rejecting, or tabling the Highway Overlay District (Community Development Director)**
- 4. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of the agreement for professional services between the City of Seagoville, Texas and A+ Food industry Inspections, Inc., for food establishment inspections, which is attached hereto and incorporated herein as Exhibit A, and authorizing the City Manager to execute said agreement; providing for a repealing clause; providing for a severability clause; and providing an effective date (Police Support Services Manager)**
- 5. Discuss and consider the approval of a Resolution of the City Council of the City of Seagoville, Texas approving an agreement for professional engineering services on a defined scope of services basis by and between the City of Seagoville and Half Associates, Inc., a Texas Corporation, for the reconstruction, mill and overlay of a portion of Malloy Bridge Road located in Kaufman County that was annexed by the City of Seagoville, on or about August 28, 2017, in an amount not to exceed thirty six thousand seven hundred dollars and zero cents (\$36,700.00), which is attached hereto and incorporated herein as Attachment 1; authorizing the City Manager to execute said agreement; providing for a repealing clause; providing for a severability clause; and providing an effective date (Community Development Director)**
- 6. Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances, Article 19.02, Solid Waste, subsection 19.02(b) by deleting all references to large brush and by adding subsection 19.02 (c) to provide for the location, day and times for placement of large brush at the curblin for collection; providing for the repeal of all Ordinances in conflict; providing a severability clause; providing for a penalty of fine not to exceed the sum of five hundred dollars (\$500.00) for each offense; and providing an effective date (Mayor Childress)**
- 7. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**

**8. 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, May 31, 2018 by 5:00 P.M.

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Kandi Jackson, City Secretary

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

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

**DATES TO REMEMBER**

- **Monday, June 18, 2018 Regular City Council Meeting**
- **Monday, July 2, 2018 Regular City Council Meeting**

## ***Consent Session Agenda Item: 1***

**Meeting Date: June 4, 2018**

### **ITEM DESCRIPTION:**

Consider approving City Council Meeting minutes for May 21, 2018

### **BACKGROUND OF ISSUE:**

Approve City Council Meeting minutes for May 21, 2018.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS**

May 21, 2018 City Council Work Session Meeting minutes  
May 21, 2018 City Council Regular Session Meeting minutes



**MINUTES OF CITY COUNCIL  
WORK SESSION  
MAY 21, 2018**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, May 21, 2018, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

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

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

**A. Discuss Regular Session Agenda Items**

**1. Consider approving City Council Joint Meeting with SEDC minutes for May 7, 2018 (City Secretary)**

*No questions.*

**4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an expenditure for professional engineering services on a defined scope of services basis between Halff Associates, Inc., a Texas Corporation, and the Seagoville Economic Development Corporation for the downtown corridor study, which is attached hereto and incorporated herein as Attachment 1, in an amount not to exceed Eighty Seven Thousand Nine Hundred Dollars and Zero Cents (\$87,900); authorizing the City Manager to execute said agreement and all documents necessary for the performance of work as set forth in Attachment 1, and Exhibit A thereto; providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)**

*City Manager Stallings stated this is approving a Resolution of the City Council of the City of Seagoville, Texas, approving an expenditure for professional engineering*

*services on a defined scope of services basis between Halff Associates, Inc., a Texas Corporation, and the Seagoville Economic Development Corporation for the downtown corridor study, which is attached hereto and incorporated herein as Attachment 1, in an amount not to exceed Eighty Seven Thousand Nine Hundred Dollars and Zero Cents (\$87,900); authorizing the City Manager to execute said agreement and all documents necessary for the performance of work as set forth in Attachment 1, and Exhibit A thereto; providing for a repealing clause; providing for a severability clause; and providing an effective date. He also stated Seagoville Economic Development Corporation passed the Resolution with one (1) voting against and the rest in favor.*

*No questions.*

**5. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Article 19.02, Solid Waste, of the Code of Ordinances by repealing the replacing subsection 19.02.007 (b) to provide for the location, day and times for placement of large brush and large/bulky items at the curblines for collection; providing for a severability clause; providing for a penalty of fine not to exceed the sum of Five Hundred dollars (\$500.00) for each offense; and providing an effective date (Mayor)**

*City Manager Stallings stated this is approving an Ordinance of the City of Seagoville, Texas amending Article 19.02, Solid Waste, of the Code of Ordinances by repealing the replacing subsection 19.02.007 (b) to provide for the location, day and times for placement of large brush and large/bulky items at the curblines for collection; providing a severability clause; providing for a penalty of fine not to exceed the sum of Five Hundred dollars (\$500.00) for each offense; and providing an effective date. He also stated this would allow for bulk items to be placed at the curblines ten (10) days prior to original pick up day.*

*After some discussion, City Manager Stallings suggested inviting Republic Services to a future Council Meeting to answer Council's questions.*

*City Manager Stallings stated this has been a great discussion and Item #5 will be brought back during Regular Session.*

## **B. Council Reception**

*City Secretary Jackson invited everyone to the foyer for a Council Reception.*

**Adjourned at 6:53 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL  
REGULAR SESSION  
MAY 21, 2018**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:10 p.m. on Monday, May 21, 2018, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

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

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

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

**Pledge of Allegiance** – *Mayor Childress led the Pledge of Allegiance.*

**Oaths of Office for Newly Elected City Council Members** – *City Secretary Jackson administered the Oath of Office to Council Place 1 – Rick Howard, Council Place 3 – Harold Magill, and Council Place 5 Jon Epps.*

**Mayor's Report** – *Mayor Childress stated he attended Seagoville High School today for Career Day and the Senior Class Students are very excited about their future. He will attend Seagoville Elementary on Wednesday, May 23, 2018. He enjoyed the Police Week Memorial held last week at City Hall by Chief Calverley and the Seagoville Police Department. He also stated the leadership of Chief Calverley shows immensely.*

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

*None.*

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

**1. Consider approving City Council Joint Meeting with SEDC minutes for May 7, 2018 (City Secretary)**

*Motion to approve City Council Joint Meeting with SEDC minutes for May 7, 2018 – Epps, seconded by Howard; motion passed with all ayes. 5/0*

**REGULAR AGENDA-**

**2. Discuss and consider selection of Mayor Pro Tem for 2018-2019**

*Motion to appoint Councilmember Epps as Mayor Pro Tem for 2018-2019 – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**3. Discuss and consider new application for Planning & Zoning Commission and declare vacancies on Seagoville Economic Development Corporation and Keep Seagoville Beautiful Commission (City Secretary)**

*City Secretary Jackson stated two letters of resignation have been submitted for Boards & Commissions; Dr. Cole for Place 4 on Seagoville Economic Development Corporation (SEDC) and Karl Boss for Place 7 on Keep Seagoville Beautiful. Place 7 and Place 4 on SEDC are vacant. Additionally, Place 7 on Planning & Zoning is vacant. She also stated Lee Landess applied for Planning & Zoning and Howard Sanders applied for Planning & Zoning and SEDC.*

*Mayor Childress asked Howard Sanders to introduce himself to the City Council.*

*Howard Sanders stated he is retired from Dallas Independent School District and is currently pursuing a degree in substance abuse counseling. He also stated he has the time to devote for serving the citizens of Seagoville.*

*Councilmember Hernandez asked since he applied for more than one board if he prefers one board over another. Mr. Sanders stated he wants to make a contribution to his local community and views serving on a board as making that contribution. He also stated he would serve on both boards.*

*Motion to appoint Mr. Sanders to Planning & Zoning Place 7 – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

*Motion to appoint Mr. Sanders to Seagoville Economic Development Corporation – Epps. City Attorney Allen stated before action can be taken on that motion a separate motion needs to be made to allow Mr. Sanders to serve on more than one board.*

*Motion to allow a boardmember on Planning & Zoning to also serve as a boardmember on Seagoville Economic Development Corporation – Hernandez, seconded by Howard; motion passed with all ayes. 5/0*

*Motion to appoint Mr. Sanders to Seagoville Economic Development Corporation Place 4 - Epps, seconded by Hernandez; motion passed with all ayes. 5/0*

**4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an expenditure for professional engineering services on a defined scope of services basis between Halff Associates, Inc., a Texas Corporation, and the Seagoville Economic Development Corporation for the downtown corridor study, which is attached hereto and incorporated herein as Attachment 1, in an amount not to exceed Eighty Seven Thousand Nine Hundred Dollars and Zero Cents (\$87,900); authorizing the City Manager to execute said agreement and all documents necessary for the performance of work as set forth in Attachment 1, and Exhibit A thereto; providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving an expenditure for professional engineering services on a defined scope of services basis between Halff Associates, Inc., a Texas Corporation, and the Seagoville Economic Development Corporation for the downtown corridor study, which is attached hereto and incorporated herein as Attachment 1, in an amount not to exceed Eighty Seven Thousand Nine Hundred Dollars and Zero Cents (\$87,900); authorizing the City Manager to execute said agreement and all documents necessary for the performance of work as set forth in Attachment 1, and Exhibit A thereto; providing for a repealing clause; providing for a severability clause; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 5/0*

**5. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Article 19.02, Solid Waste, of the Code of Ordinances by repealing the replacing subsection 19.02.007 (b) to provide for the location, day and times for placement of large brush and large/bulky items at the curblin for collection; providing for a severability clause; providing for a penalty of fine not to exceed the sum of Five Hundred dollars (\$500.00) for each offense; and providing an effective date (Mayor)**

*Motion to table Item #5 to a future Agenda to allow Republic Services to attend said meeting and to allow Councilmembers time to prepare questions – Hernandez, seconded by Howard; motion passed with all ayes. 5/0*

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

*Councilmember Hernandez stated on Saturday between 10:00 a.m. and 1:00 p.m. Mayor Pro Tem Epps will be performing as A-Choo.*

**7. 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*

**8. Council recessed into Executive Session at 7:26 p.m.**

**Recess into Executive Session in compliance with Texas Government Code:**

**§ 551.072. Deliberation regarding the purchase, exchange, lease, or value of real property located on Simonds Road**

**9. Reconvene into Regular Session at 7:43 p.m.**

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

*No action.*

**Adjourned at 7:43 p.m.**

**APPROVED:**

\_\_\_\_\_  
Mayor Dennis K. Childress

**ATTEST:**

\_\_\_\_\_  
Kandi Jackson, City Secretary

## ***Regular Session Agenda Item: 2***

**MEETING DATE: June 4, 2018**

### **ITEM DESCRIPTION**

Conduct a Public Hearing to discuss and consider an Ordinance of the City of Seagoville, Dallas County, Texas, amending the comprehensive zoning Ordinance by adopting the recommended language for creating a new zoning district called Highway Overlay District as shown in Exhibit “iv”, attached hereto and incorporated herein; providing for a repealing clause; providing a severability clause; providing for a savings clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date.

### **BACKGROUND OF ISSUE:**

In 1998, the Highway Overlay district was adopted by City Council by Ordinance 05-98. This provided development regulations for properties located in the corridor along U.S. Highway 175. However, in 2013, the City Council adopted Ordinance No. 13-13, which repealed the Highway Overlay District in its entirety.

On July 17, 2017, the City Council voted four (4) in favor and one (1) against directing staff to work with the Planning and Zoning (P&Z) Commission to draft language that would provide regulations in a re-instituted highway overlay zoning district. P&Z commissioners have been meticulously working with staff the last several months at their regularly scheduled meeting to produce the attached draft Overlay District regulations. On May 15, 2018, the P&Z held a public hearing on the draft language after meeting all state requirements for notifications to the public.

### **FINANCIAL IMPACT:**

No city funds will be used for this project. During this project, it was discovered how out-of-date the current zoning and subdivision regulations are. (The oldest sections date from 1959 and 1962 while other sections were created in 1977.) Staff plans to begin tackling that problem hopefully later this calendar year by starting to write a new development code ordinance – which would include a highway overlay district. The completion of the adoption process for those new regulations thought may not be complete until calendar year 2020.

### **PLANNING AND ZONING COMMISSION RECOMMENDATION:**

The Commission voted 5 to 0 in favor (with Commissioner Sudduth abstaining from voting since he is a property owner that will be affected by the outcome of the City Council decision) of

recommending the **APPROVAL** of the recommended language from the Planning and Zoning Commission.

**EXHIBITS:** Each of the following are designed for printing on letter-sized paper unless otherwise listed.

- i. Staff Report (2 pages)
- ii. Public hearing notice to newspaper
- iii. Public hearing notice to property owners within 200 feet
- iv. Overlay District regulations recommended by P&Z (17 pages)

**Note 1:** The first seven pages are the regulation's language. The ten-page table that follows is only to be referenced when looking at the Use subsection on page 7 of the language. The black text in the table is copied from the other existing zoning district regulations and cannot be deleted, edited, changed, or otherwise revised during this process.

**Note 2:** The black text is copied from the previous codified text of the highway overlay district when it was Division 20 in the Zoning Ordinance (Chapter 25 of the Code of Ordinances). The blue text that has a line through it is the old language that the P&Z is recommending for removal. The bold red text is the P&Z suggestions for adding to (or clarifying) the old language.

**Note 3:** The black text in the table is the list permitted uses or land uses that require a special use permit. These items were copied from the other existing zoning district regulations and was not generally edited other than for adding a definition or staff suggestion related to the highway overlay district. Since the language focuses on business and industrial land uses, all residential columns were removed from the table.

- v. Overlay Map (11x17 paper)



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

## STAFF REPORT HIGHWAY OVERLAY DISTRICT REGULATIONS

**DATE:** JUNE 4, 2018  
**AUTHOR:** JENNIFER BONNER, JUNIOR PLANNER  
**APPLICANT:** CITY COUNCIL  
**LOCATION:** HIGHWAY 175, MALLOY BRIDGE ROAD, & F.M. 1389

### BACKGROUND SUMMARY:

In 1998, the Highway Overlay district was adopted by City Council by Ordinance 05-98. This provided development regulations for properties located in the corridor along U.S. Highway 175.

In 2013, the City Council adopted Ordinance No. 13-13, which repealed the Highway Overlay District in its entirety.

On July 17, 2017, the City Council voted four (4) in favor and one (1) against directing staff to work with the Planning and Zoning Commission to draft language that would provide regulations in a re-instituted highway overlay zoning district.

P&Z commissioners have been meticulously working with staff the last several months to produce the attached draft Overlay District regulations.

**P&Z COMMISSION RECOMMENDATION:** Through a series of votes, the P&Z accepted the attached draft text and its related table as a single document. The commissioners voted **five to zero in favor** of sending the document to City Council for their review and revision, denial, or acceptance (with Commissioner Sudduth abstaining from voting since he is a property owner that will be affected by the outcome of the City Council decision).

**Planning and Zoning Commission makes a recommendation to the City Council, who makes the final decision on the request.**

**PUBLIC COMMENTS RECEIVED:** Thirteen hundred (1,300) property owners were notified by a letter mail postmarked before 7:00 PM on Friday, May 4, 2018. Another sixty (60) adjoining owners along Malloy Bridge Road were identified over the following weekend that were missed in the first mailing. Those were each sent a letter by mail postmarked before 10:30 AM on Monday, May 7, 2018. These owners represent not only those affected by the potential new zoning district but also those 200-feet outside of the proposed boundaries listed in the document as required by state law. Owners of more than one property within the notification area were sent a notification for each property that they owned as on January 1, 2018 (per state law).

Owners began calling the office on Monday, May 7 at noon asking for additional information about the regulations and how they would be individually affected by them. Paper copies of the draft regulations were made available for review in the Planning Office at 3:30 PM on Wed., May 9 and those with an email address were given the option to receive a copy of the regulations in that manner. An average of between five and ten phone calls were received each day between May 7<sup>th</sup> and May 16<sup>th</sup>. A total of 33 emails were sent with the pre-voting P&Z version of the document (included some minor items that were changed prior to the voting) between May 10<sup>th</sup> and May 17<sup>th</sup>. The paper copies in the office were updated the day after the P&Z meeting so that anyone who came in to look at the language would be looking at the same language as the City Council tonight.

At the P&Z meeting, the written responses received included six (6) in favor of the language; sixteen (16) against the language; two (2) envelopes returned as undeliverable; and thirty-three (33) copies to the City

## STAFF REPORT HIGHWAY OVERLAY DISTRICT REGULATIONS

office for those properties belonging to the City. Four (4) business owners spoke against the language during the public hearing at the Planning and Zoning Commission. Additional written responses have been received since then and have brought the total of received written responses (as of May 29<sup>th</sup>) to eight (8) in favor of the language; nineteen (19) against the language; fifty-five (55) envelopes returned as undeliverable; and thirty-three (33) copies to the City office. Staff has not included the returned written responses in the City Council packet of information, but does have them here at the meeting if anyone wants more information about the responses received.

### OTHER STAFF COMMENTS:

- If a property sits unused and/or vacant for more than six (6) months, these regulations must be met before any other permit can be issued. Until this six (6) month period occurs, all existing uses and zoning will be allowed to remain and continue without needing to meet these requirements.
- This language, if adopted, will be incorporated into the Zoning Chapter (25) of the Code of Ordinances. There are minimal definitions included in the new language because many of the terms are defined elsewhere in that chapter of the code.





May 4, 2018

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

**NOTICE OF PUBLIC HEARINGS  
SEAGOVILLE PLANNING & ZONING COMMISSION AND CITY COUNCIL  
HIGHWAY OVERLAY DISTRICT REGULATIONS**

A public hearing will be held by the Seagoville Planning and Zoning Commission on Tuesday, May 15, 2018, at 6:30 PM in the City Council Chambers of the Seagoville City Hall building at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider making recommendation to the City Council to adopt a new zoning district to provide for highway overlay regulations.

A public hearing will also be held by the Seagoville City Council on Monday, June 4, 2018, at 6:30 PM in the City Council Chambers of the Seagoville City Hall building at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider the recommendation from the Planning and Zoning Commission on this request.

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

A copy of the draft language for the new highway overlay district regulations can be viewed in the Planning office in the Seagoville City Hall building at 702 North U.S. Highway 175; Seagoville, TX 75159.

As an adjoining property owner, this is the first of 3 opportunities to voice your opinion about this project for the record. The second and third opportunities will be at each of the public hearings listed above.

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

I am in favor of  against  the new highway overlay district regulations as it is described herein.

Additional Comments (attach additional sheets as necessary): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Division 20. H/O-U.S. Highway 175 Overlay District Regulations**

**Sec. 25.02.471 Establishment**

~~This U.S. Highway 175~~ **The** Highway 175 Overlay, or H/O, District shall function as an overlay zoning district, the regulations of which are superimposed and shall supersede the regulations of an approved standard zoning district to the extent of any conflict.

**Sec. 25.02.472 Location**

~~The H/O District shall be that corridor which is located along the entire length of U.S. Highway 175 from city limit to city limit of the city. The boundary of the district shall extend from the service roads of U.S. Highway 175. The standards contained herein for the H/O District shall only apply to property which abuts U.S. Highway 175 service road, up to a depth of 300 feet and property within 200 feet of the service roads which fronts Stark Road, Simonds Road, Seagoville Road, Hall Street and Malloy Bridge Road.~~

**The H/O District regulations shall apply to the Master Thoroughfare Plan corridors designated below. The boundary of the district shall be measured from the closest platted right-of-way of each road OR the location of said right-of-way when platted to city standards. The standards contained herein shall apply to all properties abutting, adjoining, or contained within the limits of the boundary as established from each of the roadways listed below. When the specified distance occurs within the right-of-way of a publicly dedicated street, the district boundary shall follow the alignment of either:**

- 1. The closest right-of-way line of the public street until the designated overlay boundary district limit no longer occurs within the right-of-way line; or**
- 2. The centerline of the public street until it intersects another overlay district boundary where the largest boundary expanse shall control the location of the district overlay.**

**Any parcel split by the overlay boundary shall be treated as if the entire parcel is entirely within the limits of the overlay district unless a waiver is granted during the development review-and-approval process.**

**“Distances from ROW” should be measured after all required right-of-way (based on the thoroughfare’s classification on the Master Thoroughfare Plan’s map) has been dedicated to the public.**

<b>Street Classification</b>	<b>Street Names</b>	<b>Distance from ROW</b>	<b>Distance along the Street</b>
<b>Freeway</b>	<b>U.S. Highway 175</b>	<b>600 feet</b>	<b>Dallas city limits to city limits in Kaufman County</b>
<b>Major Arterials</b>	<b>Malloy Bridge Road</b>	<b>500 feet</b>	<b>City limits in Dallas County to Mesquite city limits</b>
<b>Major Collectors</b>	<b>F.M. Road 1389</b>	<b>300 feet</b>	<b>City limits common with Combine to U.S. Highway 175</b>

**Sec. 25.02.473 Application**

**Any** building or premises subject to the H/O District shall be used only for the purpose authorized for the underlying standard zoning district by the comprehensive zoning ordinance and map of the City, as amended, subject to the regulations of this article. These regulations shall govern the new development, **re-development, or other property improvement** of **commercial or industrial** land and/or structures within the H/O District. **The landscaping portion of these regulations shall also apply to any new or re-developing residential areas.**

**Sec. 25.02.474 Building regulations**

a) Parking and curbing.

- 1) ~~The~~ Off-street parking facilities required for ~~standard~~ **authorized** uses ~~authorized on property subject to this district~~ shall be provided on the same lot or parcel ~~of land as~~ **with** the main structure they are intended to serve, or upon an **adjacent** lot or parcel ~~within 300 feet of the lot or tract of land upon~~**

~~which the main structure is located.~~ All off-street parking and loading structures shall be subject to the standards of the ~~comprehensive zoning ordinance~~ and other applicable **codes and ordinances of the city.**

- 2) Off street parking facilities provided for nonresidential uses on property subject to the H/O District shall be for customer and/or employee vehicles only or for necessary loading and unloading of supplies. ~~provided that i~~In no event shall any such parking facilities be used for the sale of vehicles, repair work, storage, dismantling, or servicing of vehicles or said equipment **except as necessary to remove them from adjoining roadways in case of emergency.**
- 3) Any and all parking ~~for buildings~~ constructed within the district shall have continuous ~~curbing edging~~ between the designated entrances and exits.
- 4) Surface parking facilities may extend to the ~~front property line, except for~~ required screening and landscaping.
- 5) Parking facilities shall have an all-weather surface and shall be connected by an all-weather **concrete** surfaced driveway to an ~~abutting~~ public street or alley. Parking facilities and driveways **aisles and lanes** shall be designed by a qualified engineer or shall meet the following minimum standards:
  - A. ~~All surfaces used for parking or driveway facilities from the highway right-of-way to the wall of the structure facing the highway shall be surfaced with a~~ minimum of five-inch concrete pavement **shall be** constructed by removal ~~ing~~ of excess dirt and reshaping ~~of the~~ existing surface ~~and shall use cushion sand~~ as required. The parking facility shall be formed and placed with ~~3,500~~ **4,000** pounds per square inch concrete ~~mixture, using~~ **reinforced with** number ~~3~~ **4** rebar placed on ~~18~~ **24**-inch centers, both ways, **and** broom finished, with control joints ~~to be placed on 15~~ **12**-foot centers, **unless designated as a fire lane, when must meet the requirements in subsection B below.**

~~Concrete, asphalt, or any other approved all-weather surface is permissible from the wall of the structure facing the highway to the rear of the property. All-weather surface is defined as rock, crushed concrete or gravel.~~
  - B. All fire lanes shall be in compliance with the ~~Uniform~~ **International** fire code, **and shall be engineered to support a minimum 40-ton emergency vehicle capacity.**
- 6) On-site vehicle stacking for drive-through facilities shall be ~~provided~~ **designed** in accordance with section 25.02.714, **but also meet the minimum design requirements above.**
- 7) **When an applicant wishes to exceed the minimum parking requirements by more than 10%, the additional spaces will be called "overflow parking." A copy of all design and strength test results shall be provided to the Building Official of the City of Seagoville prior to approval of the plan. The Building Official has the option to require additional testing or removal-and-replacement with concrete when city minimums are not met by the proposed substitute.**

b) Lighting.

- 1) Lighting facilities, ~~if provided,~~ shall be so arranged as to be reflected away from adjacent property ~~zoned or used for residential purposes.~~ Lighting facilities shall provide illumination within the parking facilities and shall **not** distribute ~~any not more than one-fourth of one footcandle of light upon any residentially zoned~~ **adjoining** property. Light measurements shall be made ~~with horizontal meter measurements at ground level on affected property~~ **on the ground of the subject property on the common property line.**
- 2) Standards, poles and fixtures shall be of a single color, compatible with the architecture of the building. ~~All lighting fixtures shall be restricted to down light or cut-off types.~~
- 3) For walkway lighting, standard poles, bollard and wall-mounted fixtures shall be allowed. ~~Light poles shall be limited to a maximum height of 12 feet. Pole and wall-mounted walkway fixtures mounted above seven feet shall be of a downcast or cut-off type.~~
  - A. **Light poles shall be limited to a maximum of fifteen (15) feet. All pole- and wall-mounted fixtures shall be downcast. Poles along walkways must have a minimum of ten (10) feet of vertical clearance under the fixtures for pedestrians and other users.**
  - B. **Wall-mounted, monument, and ground-level light sources shall not be pointed towards drive aisles or fire lanes.**

**C. All fixtures shall be shielded.**

**D. All lights shall be operated as either cut-off, dusk-to-dawn, placed on a timer, or otherwise controlled or located to limit light bleed into the night sky.**

- 4) For accent light, up-lighting shall be concealed or otherwise positioned in such a manner that the light source cannot be seen from any property ~~on which the light is located~~. Floodlighting or spotlighting of architecture, graphic or natural features shall not create spillage of light onto adjacent properties.
  - 5) Site and building lighting shall be in conformance with section 25.02.716, **unless more restrictive language exists in the above sections.**
- c) Setback. The building setback ~~for service road~~ frontages is ~~35~~ **50** feet from the right-of-way, and setbacks for the side streets is ~~20~~ **30** feet from the right-of-way, **unless otherwise required by the base zoning district or as required landscaping minimums dictate.**
- d) Fencing, and screening, and landscaping.
- 1) All dumpsters and outside storage receptacles and ~~areas~~ **mechanical equipment (including roof- or pad-mounted transformers, switch boxes, meters, etc.)** shall be screened so that they cannot be seen from adjacent public streets or private properties. Screening shall not be less than six feet in height **and provide full coverage 100% of the year if landscaping materials are used.**
  - 2) ~~All ground-mounted equipment, including pad-mounted transformers, telephone switch boxes and gas meters shall be screened from the view of the persons on U.S. Highway 175 and from persons on adjacent properties. Screening shall not be less than six feet in height.~~
  - 2) ~~7) Wall-mounted equipment, including various meters such as electric meters, shall be screened by walls in conjunction with landscaping, or wall-mounted devices such as cabinets or partitions which are architecturally compatible with the structure.~~
  - 3) ~~4) Whenever practical, appurtenances for utility services shall be installed at the rear of the structure(s) which they service.~~
  - 4) ~~3) Where recreational uses (athletic courts and fields) are adjacent to a zoning district different than its own residential uses, separation by streets notwithstanding, live screens consisting of a mixture of large and small trees or bushes, fencing, berms, and/or other screening materials shall be planted placed along each property line which is contiguous to the residential use common with land which has a different zoning than the development site. Screens shall provide full coverage 100% of the year where landscaping materials are used. Living materials shall be maintained permanently (perpetually). Dead or dying materials shall be removed and replaced with similar materials within three (3) months of notification from the City and shall meet all the requirements of this article. Alternative plans for replacement will have to be reviewed and approved by the Planning and Zoning Commission prior to installation.~~
  - 5) "Screened" ~~as used~~ in the section shall mean screening to the greatest extent possible and shall be toward the goal of balancing the negative aesthetic impact of the appurtenance without interference with safe operation and maintenance of the ~~equipment~~ **item** being screened.
  - 6) Approved ~~means of~~ screening **methods** shall include landscaping (including trees and/or evergreen shrubbery), earthen berms in conjunction with landscaping, masonry walls in conjunction with landscaping, and materials compatible with exterior construction of the building.
  - 7) ~~8) All roof-mounted equipment, including, but not limited to, fans, vents, and cooling towers, shall be screened so as to not be visible from the immediate ground level or from the ground level of adjacent properties. Overall screening height shall be the height of the highest element of roof-mounted equipment. Roof screening color(s) shall be compatible with building and roof color(s) and materials.~~  
~~Roof-mounted equipment and the rear sides of visual screens shall be painted or otherwise treated in such a manner as to match the color of the roof. Other than normal plumbing vents or flues, all roof-mounted shall be placed in a uniform and lines manner.~~
  - 8) ~~9) Fences located from the in front of the building to the property line shall not exceed five feet in height and must be decorative in nature with 50 percent see-through ability (specifically excludes chain link, solid wood, barbed wire, field wire, fiberglass panels, and corrugated steel shall meet fence section 21.08.009.~~
  - 9) **All items shall be placed to prevent visibility obstructions at street and driveway intersections. See Sight Distance and Visibility in Section 25.02.509.**

**10) All screening materials are to be placed in a permanent landscape/screening easement to be permanently maintained by a property owners' association or private property owner.**

e) Exterior construction.

- 1) All ~~main~~ buildings and structures shall be of exterior fire-resistant construction having exterior walls constructed of masonry materials as described in division 32, Regulations Applicable to All Districts, section 25.02.712, and in accordance with the city building code, (as amended,) and fire code, (as amended) **excluding alternate materials listed in said section. Alternate materials must be reviewed and approved by the Planning and Zoning Commission before it can be accepted by Staff. Tilt-wall construction is a permitted exterior material requiring review by the Planning and Zoning Commission.**
- 2) **Buildings or structures containing more than 10,000 square feet should use a mixture of colors, textures, or materials on any elevation containing more than 200 square feet. Colors should be limited to a maximum of six (6) and does include the color of the materials used to hold windows, glass, or other glazed materials in place within the structure's exterior.**
- 3) Highly reflective glass may not be used as an exterior building material on any building or structure. Highly reflective glass is defined as glass with an exterior reflectance percentage in excess of **twenty-seven (27)** percent. Visible reflectance is the percentage of available light energy reflected away from the exterior surface of the glass. ~~Neither windows and nor window walls shall not be glazed or re-glazed with mirrored glass. When approving the use of mirrored glass windows or any glass exterior façade areas,~~ the orientation of the structure relative to adjacent streets and the prevailing sun angle must be considered to prevent reflective blind spots on adjacent public streets, ~~particularly on U.S. Highway 175.~~
- 4) Exterior fire escapes shall not be permitted at the front of any building. **Paved sidewalks serving as fire/emergency pedestrian routes shall be at least five (5) feet wide and shall extend from each fire exit location to either the closest parking lot or transit connection point. Sidewalks along right-of-way and/or property boundaries must match guidance documents adopted by the City of Seagoville that address**
  - A. Street cross-sections with sidewalks;
  - B. Transit; or
  - C. Trails.
- 5) ~~All principal and accessory buildings and structures shall be of exterior, fire-resistance construction of the same types noted in 4.E(1).~~ **Protective coverings over doors and windows must be tied to a building structural member and meet the requirements of wind loadings found in section 21.02. Colors and materials must be coordinated with the building's exterior.**

f) Loading docks.

- ~~1) Loading docks and receiving areas shall not be constructed facing onto U.S. Highway 175, except for loading docks and receiving areas which provide for the delivery of finished goods to retail businesses. Loading docks and receiving areas, when permitted to face onto U.S. Highway 175, shall be screened from view from U.S. Highway 175 by an eight-foot screening device, which is constructed of permanent structural material of the same nature used in construction of the building, screened fencing or landscaping material. Loading docks and receiving areas shall not be located within 50 feet of any portion of the U.S. Highway 175 right-of-way.~~
- ~~2) Loading docks and receiving areas shall not be located on or facing the street side of any building. In those instances where three or more sides of the building face dedicated streets, the building official may grant approval for street side location of loading docks and receiving areas.~~
- 3) Loading docks and receiving areas shall not be located within an required setback, except where the building official has approved the same as part of a common loading area designated to serve more than one **suite, unit or** building.
- 4) No loading dock or receiving area shall be approved unless it is shown ~~that it is set back a sufficient distance from any public right-of-way so~~ that all loading operations, truck parking, storage and maneuvering of vehicles into or out of loading dock or receiving area spaces shall take place outside of any public right-of-way, **all parking areas, and all driving and fire lanes.**

- 5) ~~The orientation of~~ Overhead/bay doors shall be **located in compliance** ~~accordance~~ with section 25.02.714(b).
- g) Landscaping. ~~It is urged, whenever possible, that landscaping should be done so as to enhance the overall aesthetic quality of the property and/or screen dumpsters; electric appurtenances, etc. Also landscaping should in no way cause visibility obstructions or blind corners at intersections.~~ **A landscaping review will be required any time a building expansion, site redevelopment, or site's initial development occurs within the H/O district – regardless of the site's zoning. Preserved landscaping materials (trees, shrubs, etc.) and areas “to remain untouched” during redevelopment will be closely reviewed and intensely scrutinized during construction to confirm preservation credits.**
- 1) **Building expansions of ten percent (10%) or more than 2,000 square feet will probably require additional landscaping.**
  - 2) **Sites being redeveloped (all structures and improvements removed with new buildings and site improvements to replace them) have the same requirements as new developments.**
  - 3) **Fire hydrants.** Landscaping shall not be placed within five (5) feet of a fire hydrant.
  - 4) **Overhead utilities.** Trees shall not be placed where they require frequent pruning in order to avoid interference with overhead power lines. In such locations, small ornamental trees are encouraged.
  - 5) **Water and sewer lines.** Landscaping shall be installed at locations that avoid placement directly above water, sanitary, and/or storm sewer lines.
  - 6) **Species mix.** When more than ten (10) trees are to be planted to meet the requirements of this article, a mix of species shall be provided. The number of species to be planted shall vary according to the overall number of trees required to be planted. The minimum number of species to be planted is listed in the table below. Species shall be planted in proportion to the required mix. This species mix shall not apply to areas of vegetation required to be preserved.

**REQUIRED SPECIES MIX**

Required Number of Trees	Minimum Number of Species
11 to 20	2
21 to 30	3
31 to 40	4
41 or more	5

- 7) **Street Frontage Buffer options.** The site plan for any development shall show a landscaped street frontage buffer along all public rights-of-way. The applicant may select one (1) or a combination of the four (4) options illustrated in subsections (A) through (D) below of this section to meet the particular site constraints of the development.
- A. **Ten-foot buffer strip.**
    - i. **Minimum width: Ten (10) feet.**
    - ii. **Minimum number of trees required: One (1) shade tree and one (1) ornamental tree per thirty (30) linear feet of street frontage.**
    - iii. **Minimum number of shrubs: Ten (10) shrubs per twenty-five (25) linear feet of street frontage. A minimum of fifty percent (50%) of shrubs required shall be evergreen.**
  - B. **Earth berm.**
    - i. **Minimum height: Thirty (30) inches higher than the finished elevation of the parking lot**
    - ii. **Maximum slope: Maximum slope of the berm is 3:1.**
    - iii. **Minimum number of trees: One (1) shade tree and one (1) ornamental tree per**

- thirty (30) linear feet of street frontage.
- iv. **Minimum number of shrubs:** Three (3) shrubs per twenty-five (25) linear feet of street frontage. A minimum of fifty percent (50%) of shrubs required shall be evergreen.
- C. **Six-foot buffer strip.**
    - i. **Minimum width:** Six (6) foot landscaped street buffer with three (3) feet of fall.
    - ii. **Minimum number of trees:** One (1) shade tree and one (1) ornamental tree per thirty (30) linear feet of street frontage.
    - iii. **Minimum number of shrubs:** Three (3) shrubs per twenty-five (25) linear feet of street frontage. A minimum of fifty percent (50%) of shrubs required shall be evergreen.
  - D. **25-foot buffer strip.** A landscaped buffer area with existing woodlands maintained in twenty-five (25) foot strips along the street frontage.
  - E. **Groundcover.** All areas of the landscaped street buffer that are not dedicated to tree or shrub plantings shall be landscaped with ground cover.
  - F. **Massing.** Massing shall be integrated into a bed or in a curb to ease maintenance. The maximum distance between massing is twenty-five (25) feet.
- 8) **Landscape Perimeter Buffer.** The site plan for any development shall show perimeter landscaping, in addition to the landscaped street frontage buffer required in section 6 above.
- A. **Width.** A ten (10) foot landscaped strip is required along the side and rear lot lines of a development.
  - B. **Minimum number of trees.** One (1) shade tree and one (1) ornamental tree per fifty (50) linear feet.
  - C. **Groundcover.** All perimeter landscaped areas not dedicated to preservation of existing vegetation shall be landscaped with groundcover.
  - D. **Vehicular access.** The perimeter landscaping requirement does not preclude the need for vehicular access to be provided between lots.
  - E. **Adjacent properties.** The ten (10) foot perimeter strip is required for each development regardless if one is already in place from an adjacent, developed lot.
- 9) **Tree preservation requirements.** The city has no tree preservation ordinance. For a tree to be counted as preserved for the final tree count it must meet all of the following items.
- A. **Healthy trees.** No tree preservation credits will be allowed for any tree:
    - i. Classified as dead by a registered arborist,
    - ii. In poor health, or
    - iii. That was subjected to grade alterations.
  - B. **Protected during construction.** Trees for which credit is given shall be protected during construction from:
    - i. Mechanical damage or injuries to root, trunk and branches;
    - ii. Injuries by chemical poisoning;
    - iii. Injuries by excavation; and
    - iv. Injuries by paving.
  - C. **Credit options.** If an applicant is preserving trees, the applicant may use the existing trees as credit reduction toward total number of trees required, as described below and as approved by the Planning and Zoning Commission. If preservation and protection of existing trees on the lot are to be credited toward the tree planting requirements, credit will be permitted at the following rates:

**TREE REDUCTION CREDITS**

Diameter of Preserved Tree	Number of Trees Credited
----------------------------	--------------------------

4 to 7.9 inches	One shade tree
8 to 22.9 inches	Two shade trees
23 to 29.9 inches	Three shade trees
30 inches or more	Four shade trees

- 10) **Alternative methods of compliance.** An application for alternative landscaping schemes is justified only when one or more of the following conditions apply:
- A. **Space limitations.** The site involves space limitations or unusually shaped parcels.
  - B. **Site conditions.** Topography, soil, vegetation, or other site conditions are such that full compliance is impossible or impractical.
  - C. **Change of use.** Due to a change of use of an existing site, the required buffer yard is larger than can be provided.
  - D. **Safety.** Safety considerations require a change.
- h) **Prohibited Uses.**
- 1) **No manufacturing zoning district use shall be allowed in any part of the overlay district, except for those uses that are existing at the time of the adoption of the district language.**
  - 2) **Outside display and storage, where allowed, shall not be located within 35 50 feet of any right-of-way line of U.S. Highway 175 a designated H/O roadway, and shall be in accordance with section 25.02.717. A Special Use Permit (SUP) will be required for outside storage.**
  - 3) **See the attached Table of Uses for where a particular land use might be permitted, shall require a special use permit, or is expressly prohibited.**
- ~~h) **Prohibited uses.** No outside storage shall be located within 35 feet of any right-of-way line of U.S. Highway 175.~~
- i) **Signage.** Only pole signs, monument signs, canopy and awning signs are allowed in the H/O District. Properties with more than one H/O District frontage may be permitted signage on each overlay district side. However, only one (1) pole or pylon sign is allowed on the property. H/O District signage area maximums are ten percent (10%) larger than those allowed in the base zoning district, but there shall be no increase in the sign(s) height without a variance. All signs shall be in compliance with the sign regulations in section 21.09.
- j) **Building heights.** Structures within a H/O District may exceed the maximum district height by five percent (5%) on the front elevation without requesting a variance. Building height should transition to or below the maximum district height at rear elevation.
- k) **Planned Developments.** New Planned Developments either partially or entirely within a H/O District shall design the entire development as being inside the district. It shall also address and comply with each portion of the overlay district regulations in their Planned Development documents.
- l) **Other areas.** When areas such as shared or common parking facilities, detention or retention ponds, private amenities, development landscaping, development screening, or development fencing occur within a H/O District but do not occur within a single platted lot, a property owners' association shall be created to maintain all non-public spaces.

Secs. 25.02.471~~5~~–25.02.500 Reserved

## Summary Table of Uses for Highway Overlay District: sorted alphabetically

<b>Key to Uses:</b>	<b>Districts</b>
<b>P = Permitted Use</b>	<b>O, Office</b>
	<b>LR, Local Retail</b>
<b>S = Special Use Permit required</b>	<b>C, Commercial</b>
	<b>H/O, Highway Overlay</b>
<b>A box that is blank represents that this type of land use is Not Permitted.</b>	<b>LM, Light Manufacturing</b>
	<b>HM, Heavy Manufacturing</b>

The black text in the table has been copied from the list of uses in each district of the zoning code.

The red text in the Type of Use column is for definition of the term or staff's clarification. It will not be included in the final language version submitted to City Council.

The light orange column shows the land uses in the proposed Highway Overlay district. It is colored for comparing against the uses in the zoning districts that can be classified as Business (to the left) and Manufacturing or Industrial (to the right).

The bold red text in the Overlay column are the suggestions on land use in the proposed overlay area. Symbols used in this column follow the Use Key shown on the top of this page.

Zoning District Type of Use	Business			Overlay	Industrial	
	O	LR	C	H/O	LM	HM
Abattoir (slaughterhouse)						P
Acetylene gas manufacture						P
Acid manufacture						P
Adding machine manufacture					P	P
Addition of pre-packaged food or beverages sales to a retail or business already operating	S	S	S	P	S	S
Agricultural implement manufacturing				S	P	P
Air products manufacture (no hazardous gases or materials)				S		P
Aircraft parts manufacture				P	P	P
Airplane repair & manufacturing					P	P
Airport or airport facilities	S	S	S	S	S	S
Aluminum manufacture				S		P
Ambulance service	P	P	P	P	P	P
Ammonia manufacture						P
Antique shop		P	P	P	P	P
Any manufacturing or industrial process not listed nor prohibited by law				S		P
Aquarium		P	P	P	P	P
Aquarium, wholesale			P	P	P	P
Architect or engineers' offices	P	P	P	P	P	P
Art gallery	P	P	P	P	P	P
Artificial flower manufacture			P	S	P	P
Artificial limb manufacture			P	S	P	P
Asbestos products manufacture						P
Ash dumps						P
Asphalt manufacture, refining & storage						P
Attorneys' offices	P	P	P	P	P	P
Auto laundry inside a building without boiler, heating & steam-cleaning facilities		P	P	S	P	P
Auto painting			P	S	P	P
Auto repair garage - all work inside a building		P	P	S	P	P
Auto seat covering		P	P	S	P	P
Auto upholstery			P	S	P	P
Automobile assembly				S	P	P
Automobile dealers			P	S	P	P
Automobile laundry			P	S	P	P
Automobile parts manufacturing					P	P
Automobile wrecking yard						S
Awning manufacture, cloth, metal, wood			P	S	P	P
Bag cleaning, where no dust filtering system is used						P
Bag manufacturer & cleaning					P	P

## Summary Table of Uses for Highway Overlay District: sorted alphabetically

Zoning District Type of Use	Business			Overlay	Industrial	
	O	LR	C	H/O	LM	HM
Bakery, commercial			S	P	P	P
Bakery, retail		P	P	P	P	P
Bank		P	P	P	P	P
Bank equipment manufacture				S	P	P
Bar (at least 51% food)			S	S	S	S
Barber & beauty shop		P	P	P	P	P
Beer tavern (no food requirement)			S		S	S
Bicycle repairs without outside storage or display		P	P	S	P	P
Bird & pet shops, retail		P	P	P	P	P
Blacksmith					P	P
Blast furnace						P
Bleachery						P
Bleaching powder manufacture						P
Boiler manufacture & repair of boilers not exceeding 15 h.p.					P	P
Boiler works						P
Bolt & nut manufacture					P	P
Book bindery			P	P	P	P
Book or stationery store		P	P	P	P	P
Book printing			P	P	P	P
Boot & shoe manufacture				S	P	P
Bottling works with or without syrup manufacture			P	S	P	P
Bowling alley			P	P	P	P
Bowling alley - if air-conditioned & soundproofed		P	P	P	P	P
Box & crate manufacture (other than paper)				S	P	P
Brass foundry						P
Brewery				S	S	S
Brewpub (bar/restaurant inside brewery)		S	S	S	S	S
Brick, pottery & tile manufacture other than making of handicraft products only				P		P
Bronze manufacture						P
Broom manufacture				S	P	P
Building material machinery, or supplying having outside storage					P	P
Bus & truck storage			P	S	P	P
Business offices	P	P	P	P	P	P
Cabinet shop			P		P	P
Camera shop		P	P	P	P	P
Can manufacture						P
Candy manufacture			P	P	P	P
Candy shop		P	P	P	P	P
Canning & preserving factory				S	P	P
Canvas awning manufacture			P	S	P	P
Car barns			P	S	P	P
Car manufacture						P
Car wheel foundry						P
Carbon battery manufacture					P	P
Carborundum manufacture (abrasives)						P
Cargo container					S	S
Carnival (permanent; City has weekend carnivals at Mayfest, July 4th, and Seagofest)	S	S	S	S	S	S
Carpenter shop			P		P	P
Carpet cleaning - with dustproof room & dust-catching equipment			P	S	P	P
Carpet cleaning without dustproof cleaning rooms for dust catching, washing & scouring equipment					P	P
Carriage & wagon manufacture						P
Carting, express, hauling or storage			P	S	P	P
Casein manufacture (binder; paint emulsion)						P
Cast iron pipe manufacture						P
Casting foundry						P

## Summary Table of Uses for Highway Overlay District: sorted alphabetically

Zoning District Type of Use	Business			Overlay	Industrial	
	O	LR	C	H/O	LM	HM
Caterer		P	P	P	P	P
Cattle sheds & pens						P
Caustic soda manufacture						P
Celluloid & similar cellulose manufacture				S	P	P
Cement manufacture						P
Cement storage			P	S	P	P
Cemetery	S	S	S	P	S	S
Central station, light & power plant				S	P	P
Ceramic products smaller than 6,000 square feet			P	P	P	P
Cereal mill					P	P
Chair manufacture					P	P
Chalk manufacture						P
Cheese factory					P	P
Chick hatchery					P	P
Children's home on 5 acres or more	S	S	S	S	S	S
Chlorine manufacture						P
Circus (temporary)	S	S	S	S	S	S
Clay products				S		P
Cleaning & dry cleaning establishment over 6,000 square feet			P	S	P	P
Cleaning & pressing shops smaller than 6,000 square feet		P	P	P	P	P
Cleaning, dyeing & laundry station for receiving & delivery of articles only		P	P	S	P	P
Clothing - retail sales only		P	P	P	P	P
Clothing manufacture			P	S	P	P
Coal yard, coal hoist, coal pocket or coal car trestle					P	P
Coffin manufacture				S	P	P
Cold storage plant			P	S	P	P
Commercial amusement			P	P	P	P
Commercial amusement, temporary	S	S	S	S	S	S
Commercial colleges			P	P	P	P
Community building on 3 acres or more	S	S	S	S	S	S
Concrete batching plant	S	S	S		S	S
Concrete mixing & batching plant						P
Concrete products manufacture						P
Consultants' offices	P	P	P	P	P	P
Contractor's storage yard			P		P	P
Convalescent home on 5 acres or more	S	S	S	S	S	S
Convenience store or mini-mart between 1,000 & 5,000 sq. ft. (requires 1,000-ft. between property lines)		S	S	P	S	S
Cooperage company (container making)				S	P	P
Copper manufacturing						P
Cordage mill (rope)				S		P
Corrugated metal manufacture						P
Cotton company					P	P
Cotton ginning, baling & compressing					P	P
Cotton oil mill					P	P
Cotton seed products manufacture					P	P
Crematory						P
Creosote treatment & manufacturing						P
Culvert manufacture						P
Curtain cleaning shop smaller than 6,000 square feet		P	P	P	P	P
Dairy - wholesale				P	P	P
Dance hall			S	S	S	S
Daycare or nursery with more than four unrelated children	S	S	S	S	S	S
Department store		P	P	P	P	P
Dextrine manufacture (soluble gummy substance; thickening agent)						P

## Summary Table of Uses for Highway Overlay District: sorted alphabetically

Zoning District Type of Use	Business			Overlay	Industrial	
	O	LR	C	H/O	LM	HM
Disinfectant manufacture					P	P
Distillery				S	S	S
Doctors' & dentists' offices	P	P	P	P	P	P
Dog kennel			S	S		
Dog kennels on farm of 5 acres or more	S	S	S	S	S	S
Drive-in for food, beverage, or other service (Beverage barn - No)		S	S	S	S	S
Drive-in theatre		S		S		
Drive-in theatre on 10 acres or more	S	S	S	S	S	S
Drive-through for food, beverage, or other service		S	S	S	S	S
Driving range	S	S	P	P	P	P
Dry goods, wholesale & storage			P	P	P	P
Dumping station						P
Dwelling quarters for watchmen & caretakers employed on-site						P
Dye manufacturing					P	P
Dyeing plant over 6,000 square feet			P		P	P
Dyeing plant smaller than 6,000 square feet		P	P		P	P
Earth excavation	S	S	S		S	S
Educational institutions	S	S	S	S	S	S
Egg candling & grading			P	P	P	P
Egg drying plant				S		P
Electric or acetylene welding					P	P
Electric substation		P	P	P	P	P
Electrical & neon sign manufacture			P	P	P	P
Electrical goods, retail sales only		P	P	P	P	P
Electrical power plant				S	P	P
Electrical public utility regulating station	S	S	S	S	S	S
Electrical repairing			P	P	P	P
Electrical repairing - domestic equipment & autos, retail sales only		P	P	P	P	P
Electrical supply manufacture				S	P	P
Electro-plating; electro-tying			P		P	P
Elevator manufacture				S	P	P
Emory cloth manufacture				S		P
Enameling & painting				S	P	P
Engine manufacture				S		P
Engraving plant			P	S	P	P
Envelope manufacture			P	P	P	P
Equipment storage (no repairs)	P	P	P	S	P	P
Event center in stand-alone building		S		S		
Exterminating company, retail		P	P	P	P	P
Fat rendering						P
Feed mill				S	P	P
Feed store		S		S		
Feed store, wholesale & storage			P	S	P	P
Felt manufacturing						P
Fertilizer manufacturing						P
Film developing & printing		P	P	S	P	P
Financial offices	P	P	P	P	P	P
Fix-it shops without outside storage or display		P	P	P	P	P
Fixture manufacture				S	P	P
Florist, retail sales only		P	P	P	P	P
Florist, wholesale			P	P	P	P
Flour milling & grain storage & elevators					P	P
Food processing				P	P	P
Food products manufacture, wholesale			P	S	P	P
Forge works						P

## Summary Table of Uses for Highway Overlay District: sorted alphabetically

Zoning District Type of Use	Business			Overlay	Industrial	
	O	LR	C	H/O	LM	HM
Foundry						P
Frozen food lockers, retail		P	P	P	P	P
Frozen food lockers, wholesale			P	P	P	P
Fur curing & tanning						P
Fur warehouse					P	P
Furnace manufacturing				S		P
Furniture auction sales			P	S	P	P
Furniture manufacture				S	P	P
Furniture repair & upholstering - wholesale			P	P	P	P
Furniture repairs & upholstering, retail only without outside storage or display		P	P	P	P	P
Furniture store - retail		P	P	P	P	P
Gasoline, wholesale storage					P	P
Gasoline/motor fuel sales		P	P	P	P	P
Gasoline/motor fuel sales, automated		P	P	P	P	P
General offices	P	P	P	P	P	P
Glass manufacture				S		P
Glucose manufacture						P
Glue & fertilizer manufacture						P
Government use - local, county, state, federal	S	S	S	S	S	S
Grain elevator					P	P
Gravel excavation	S	S	S		S	S
Greenhouse	S	S	S	S	S	S
Grocery store over 5,000 square feet		P	P	P	P	P
Handcraft shop smaller than 6,000 square feet			P	P	P	P
Hardware - retail sales only		P	P	P	P	P
Hardware manufacture				S	P	P
Hauling, light or heavy			P	S	P	P
Heating supplies & appliances manufacture				S		P
Helicopter terminal				S	P	P
Hide treating & tallow processing						P
Homes for narcotics			S	S		
Homes for narcotics on 20 acres or more	S	S	S	S	S	S
Homes for the alcoholic			S	S		
Homes for the alcoholic on 20 acres or more	S	S	S	S	S	S
Homes for the feeble-minded			S	S		
Homes for the feeble-minded on 20 acres or more	S	S	S	S	S	S
Homes for the insane			S	S		
Homes for the insane on 20 acres or more	S	S	S	S	S	S
Horseshoeing				P	P	P
Hosiery mill				S	P	P
Hospital on 5 acres or more	S	S	S	P	S	S
Household & office appliances - retail		P	P	P	P	P
Household & office furniture - retail		P	P	P	P	P
Household goods, storage			P	P	P	P
Hydrochloric acid & its derivatives manufacture						P
Ice cream manufacture			P	S	P	P
Ice delivery station		P	P	P	P	P
Ice manufacture			P	S	P	P
Insecticide manufacturing					P	P
Iron works, ornamental				S	P	P
Japanning & shellacking works						P
Jewelry - retail		P	P	P	P	P
Job printing		P	P	P	P	P
Job printing & book printing			P	P	P	P
Junkyard						S

## Summary Table of Uses for Highway Overlay District: sorted alphabetically

Zoning District Type of Use	Business			Overlay	Industrial	
	O	LR	C	H/O	LM	HM
Jute manufacturing				S		P
Kalsomine manufacture (white or tinted wash for walls, ceilings, etc.)						P
Kerosene manufacture or storage						P
Kindergarten - public or private	S	S	S	S	S	S
Knit goods manufacture				S	P	P
Landing airfield or facilities	S	S	S	S	S	S
Lard rendering						P
Laundry - custom laundering & finishing smaller than 6,000 square feet without pickup or delivery		P	P	P	P	P
Laundry, commercial			P	S	P	P
Leather products manufacture			P	S	P	P
Letter & mimeograph shop		P	P	P	P	P
Library	P	P	P	P	P	P
Light agricultural implements manufacture				S	P	P
Linseed oil manufacture						P
Lithographing			P	S	P	P
Livery stable				S	P	P
Loading or storage tracks			P		P	P
Looseleaf book manufacture			P	P	P	P
Lounge			S	S	S	S
Lubricating oil manufacture						P
Lumber mill				S		P
Lumberyard (building material)			P	P	P	P
Machinery manufacture					P	P
Malleable casting manufacturing						P
Manufacture of tar, charcoal, turpentine, & similar products						P
Marble working & finishing				S		P
Market - public			P	P	P	P
Maternity home on 5 acres or more	S	S	S	S	S	S
Mattress factory				S	P	P
Mattress making & renovating without dust precipitating equipment			P		P	P
Mattress renovating				S	P	P
Meat market, retail sales only		P	P	P	P	P
Meat packing plant & animal slaughtering						P
Metal products, stamping & manufacturing				S	P	P
Micro-brewery		S	S	S	S	S
Milk depot, wholesale			P	P	P	P
Milk processing plant				S	P	P
Millinery manufacture			P	S	P	P
Miniature golf course	S	S	P	P	P	P
Miniature train ride	S	S	S	P	S	S
Mirror resilvering			P	S	P	P
Mixed-Use projects of private housing and shopping center on 3 acres or more	S	S	S	S	S	S
Monument works				S		P
Mortuary use in stand-alone buildings		S		S		
Motel			P	P	P	P
Motion picture studio, commercial films			P	S	P	P
Motor raceway		S				
Motorcycle repairing			P	S	P	P
Moving & storage company			P	S	P	P
Moving picture theater		P	P	P	P	P
Multi-family dwelling units	S	S	S	S	S	S
Natural gas public utility regulating station	S	S	S	S	S	S
Newspaper printing			P	P	P	P
Night club			S	S	S	S
Novelty or variety shop		P	P	P	P	P

## Summary Table of Uses for Highway Overlay District: sorted alphabetically

Zoning District Type of Use	Business			Overlay	Industrial	
	O	LR	C	H/O	LM	HM
Nursery	S	S	S	S	S	S
Nursery school - public or private	S	S	S	S	S	S
Nursery, retail sale of plants & trees		P	P	P	P	P
Office		P	P	P	P	P
Office building		P	P	P	P	P
Oil compounding & barrelling						P
Oil refinery						P
Oilcloth manufacture						P
Old people's home on 5 acres or more	S	S	S	S	S	S
Optical goods - retail		P	P	P	P	P
Optical goods manufacture			P	P	P	P
Outside display, new materials		P	P	S	P	P
Outside display, used materials			S	S	S	S
Outside storage of any material over 8-feet tall			S	S	S	S
Outside storage units		P	P	S	P	P
Outside storage, new materials			S	S	P	P
Outside storage, used materials			S	S	S	S
Oxygen gas manufacture						P
Packing (meats, poultry) establishment						P
Paint - retail sales only		P	P	P	P	P
Paint manufacture & mixing						P
Paint mixing, but no cooking or baking operations			P	P	P	P
Paper & paper pulp manufacture				S		P
Paper products & paper box manufacture			P	S	P	P
Paper products manufacture				S	P	P
Parking lot without public garage for passenger cars & trucks		P	P	P	P	P
Pattern shop				P	P	P
Pecan processing				S	P	P
Penal or correctional institutions for insane, feebleminded, liquor or narcotic			P	S	P	P
Personal services	P	P	P	P	P	P
Petroleum & petroleum products refining						P
Petroleum, wholesale storage					P	P
Pharmacy/drug store		P	P	P	P	P
Philanthropic institutions	S	S	S	S	S	S
Photoengraving plant			P	S	P	P
Photographer's or artist's studio		P	P	P	P	P
Photographic supplies - retail		P	P	P	P	P
Piano & musical instruments, retail sales only		P	P	P	P	P
Planing mill				S	P	P
Plaster of Paris manufacture				S		P
Plastic products, molding, casting & shaping			P	S	P	P
Plumbing shop without warehouse facilities, retail sales only		P	P	P	P	P
Political offices	P	P	P	P	P	P
Pony rides	S	S	S	S	S	S
Portable storage units (PODs) - sales & storage		P	P	S	P	P
Poultry feed manufacturer					P	P
Poultry slaughtering - dressing & storage					P	P
Print shop			P	P	P	P
Printing equipment, supplies, repairs			P	P	P	P
Printing ink manufacture				S	P	P
Private carport and/or garage	P	P	P	P	P	P
Private school, equivalent to a public school	S	S	S	S	S	S
Professional offices	P	P	P	P	P	P
Public garage		P	P	P	P	P
Public school (elementary through high school)	S	S	S	S	S	S

## Summary Table of Uses for Highway Overlay District: sorted alphabetically

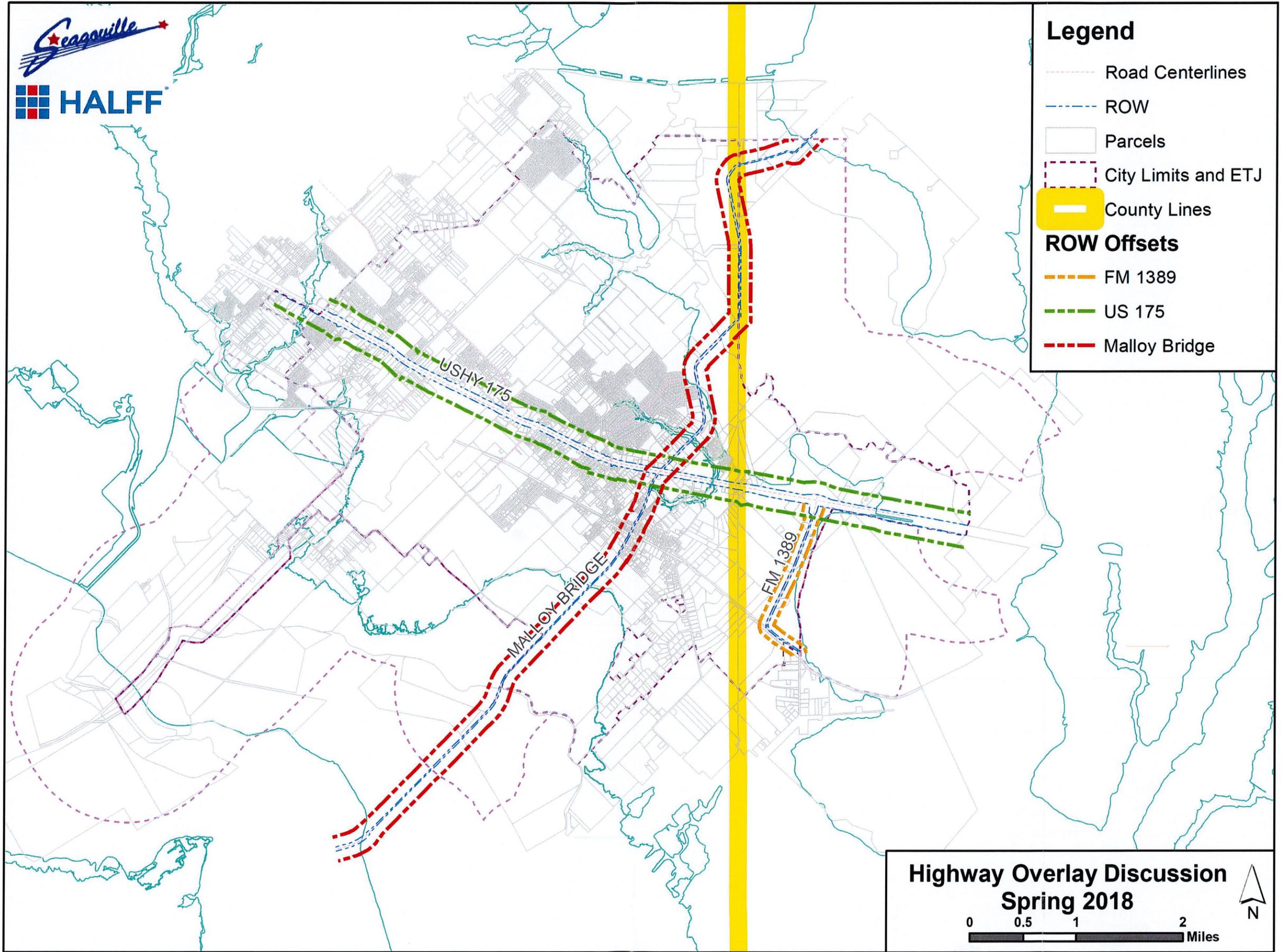
Zoning District Type of Use	Business			Overlay	Industrial	
	O	LR	C	H/O	LM	HM
Public stable				P	P	P
Public stable on 5 acres or more	S	S	S	S	S	S
Public utility - privately or publicly owned	S	S	S	S	S	S
Publishing company			P	P	P	P
Radio or television broadcasting stations	S	S	S	S	S	S
Radio or television broadcasting towers	S	S	S	S	S	S
Radio or television transmitter tower	S	S	S	S	S	S
Rag treatment or manufactured products from rags						P
Railroad yards - roundhouse or shop				S	P	P
Raw hides & skins, treatment & storage						P
Real estate offices	P	P	P	P	P	P
Records warehousing & storage	P	P	P	P	P	P
Reduction of ore, garbage, offal, etc.						P
Refining of crankcase oil						P
Refuse dump						P
Religious institutions	S	S	S	S	S	S
Restaurant (outdoor/patio dining)		S	S	P	S	S
Restaurant (dine-in only) over 4,000 square feet		P	P	P	P	P
Restaurant (dine-in only) smaller than 4,000 square feet		S	S	P	S	S
Restaurant (dine-in/convenience) over 4,000 square feet		P	P	P	P	P
Restaurant (dine-in/convenience) smaller than 4,000 square feet		S	S	P	S	S
Restaurant (fast food)		S	S	P	S	S
Restaurant (private club)		S	S	S	S	S
Retail sales		P	P	P	P	P
Retail store or shop for custom work or the making of articles on-site		P	P	P	P	P
Rice cleaning & polishing				S	P	P
Riding academy				S	P	P
Riding academy on 5 acres or more	S	S	S	S	S	S
Riding stable				S	P	P
Rock quarry	S	S	S		S	S
Rock wool manufacture					P	P
Rodeo	S	S	S	S	S	S
Roller skating rink		S		S		
Rug cleaning shop, chemical type, smaller than 6,000 square feet with all operations inside a building		P	P		P	P
Rug cleaning, if no dustproof cleaning room or dust filtering system is used						P
Rug manufacture				S	P	P
Sale of manufactured homes on 3.5 acres or more			S	S		
Sale of mobile homes on 3.5 acres or more			S	S		
Sale of pre-packaged food/beverages, in combination, that exceeds 10% of an establishment's gross annual sales revenues	S	S	S	S	S	S
Salesman's offices	P	P	P	P	P	P
Sample room		P	P	P	P	P
Sand excavation	S	S	S	S	S	S
Schools - all types including trade & commercial colleges			P	P	P	P
Scrap metal reduction						P
Seamstress, dressmaker, or tailor		P	P	P	P	P
Secondhand furniture <span style="color: red;">without outside display or storage</span>			P	S	P	P
Seed store		P	P	P	P	P
Seed store, wholesale sales & storage			P	P	P	P
Sewage treatment plant	S	S	S	S	S	S
Sheetmetal shop			P	S	P	P
Shellac manufacture						P
Shoe factory				S	P	P
Shoe repair shop, retail sales only		P	P	P	P	P
Shoe store, wholesale sales & storage			P	P	P	P

## Summary Table of Uses for Highway Overlay District: sorted alphabetically

Zoning District Type of Use	Business			Overlay	Industrial	
	O	LR	C	H/O	LM	HM
Single-family dwelling units	S	S	S	S	S	S
Skating rink			P	P	P	P
Smelting metals & metal ores						P
Snuff manufacture						P
Soap manufacture from vegetable & animal products						P
Sporting goods - retail sales only		P	P	P	P	P
Stable				P	P	P
Starch manufacture						P
Steel mill						P
Stockyards						P
Stone crushing						P
Stone cutting					P	P
Stone monument works - retail			P	P	P	P
Storage & sales of used auto parts & accessories without open storage or display			P		P	P
Storage battery manufacturing					P	P
Storage of live poultry, or poultry dressing					P	P
Storage of trucks, & gravel			P		P	P
Storage of used lumber & used building materials						P
Stove & range manufacture				S		P
Streetcar barns			P	S	P	P
Studio for the display & sale of glass, china, art objects, cloth & draperies		P	P	P	P	P
Studios, dance, music, drama, health massage & reducing		P	P	P	P	P
Tanning & curing of hides						P
Tar products						P
Taxi stand		P	P	P	P	P
Taxicab storage & repairs			P	S	P	P
Team tracks & unloading docks, railroads			P		P	P
Temporary and seasonal sales establishment, such as flea market or produce stand	S	S	S	S	S	S
Terra cotta manufacture				S		P
Textile manufacture				S	P	P
Tire retreading & recapping			P		P	P
Tobacco shop		S	S	S	S	S
Tool manufacture				S	P	P
Tool sharpening, retail only without outside storage or display		P	P	P	P	P
Tourist camp			P	S	P	P
Toys - retail sales only		P	P	P	P	P
Trade schools of all types			P	P	P	P
Transfer & baggage company			P	S	P	P
Travel center			S	S	S	S
Travel trailer park	S	S	S	S	S	S
Trunk manufacturing			P	S	P	P
Typesetting			P	P	P	P
Used car lot		S	P	S	P	P
Varnish manufacture						P
Venetian blind manufacturing			P	S	P	P
Veterinary hospital			S	S	P	P
Veterinary hospital on 5 acres or more	S	S	S	S	S	S
Walk-up for food, beverage, or other service		S	S	P	S	S
Wallpaper - retail sales only		P	P	P	P	P
Warehouse, wholesale offices, sales & storage			P	P	P	P
Washateria where the customer can wash & handle his laundry		P	P	P	P	P
Waste paper products manufacture						P
Water distillation			P	S	P	P
Wearing apparel including clothing, shoes, hats, millinery & accessories		P	P	P	P	P
Wedding services in stand-alone building		S		S		

## Summary Table of Uses for Highway Overlay District: sorted alphabetically

Zoning District Type of Use	Business			Overlay	Industrial	
	O	LR	C	H/O	LM	HM
White lead manufacture						P
Wholesale sales office		P	P	P	P	P
Wind energy conversion system (WEC)	S	S	S	S	S	S
Winery				S	S	S
Winery, boutique			S	S	S	S
Wine-tasting room		S	S	S	S	S
Wood distillation				S		P
Wood preserving treatment				S		P
Wood products manufacture				S	P	P
Woodworking shops					P	P



**Legend**

-  Road Centerlines
-  ROW
-  Parcels
-  City Limits and ETJ
-  County Lines
- ROW Offsets**
-  FM 1389
-  US 175
-  Malloy Bridge

**Highway Overlay Discussion  
Spring 2018**



## ***Regular Session Agenda Item: 3***

**Meeting Date: June 4, 2018**

### **Item Description**

Discuss and consider approving, rejecting or tabling the Highway Overlay District.

### **BACKGROUND OF ISSUE:**

In July of 2017, Staff was directed by the City Council to work with the Planning and Zoning Commission and bring forward a Highway Overlay District for the City Council to consider. After several months of intense discussion, the Planning and Zoning Commission has completed their work. The Planning and Zoning Commission met multiple times and heard from several residents/citizens and property owners during the public hearing portion of the process.

Staff has been involved in the process from the beginning and discovered numerous issues regarding the proposed Highway Overlay District. Staff recommends the City Council table the Highway Overlay District indefinitely to allow time for staff to address decades of old zoning uses. During this process it was discovered the zoning uses date back to 1962 and the last update was in 1977. Staff recommends further the City Council should schedule workshops to discuss the Highway Overlay District and related comments gleaned from the public hearings.

Tabling the Highway Overlay District will allow the City Council and staff to better plan the entire proposal. The Planning and Zoning Commission did an outstanding job with the dated zoning uses on the books and staff did equally as well. This matter is a team project and it is staff's desire to culminate this proposal with a workable solution that everyone is comfortable with.

### **FINANCIAL IMPACT:**

NA

### **EXHIBITS**

NA

## ***Regular Session Agenda Item: 4***

**Meeting Date: June 4, 2018**

### **Item Description**

A Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of the Agreement for Professional Services between the City of Seagoville, Texas and A+ Food Industry Inspections, Inc., for food establishment inspections, which is attached hereto and incorporated herein as Exhibit A, and authorizing the City Manager to execute said Agreement; providing for a repealing clause; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The City of Seagoville is responsible for ensuring that food establishments are inspected according to State law and local Ordinance. These inspections are designed to protect consumers of food products at these establishments and ensure that food establishments within the City meet all laws applicable to the safe storage, handling, preparation and serving of food.

The City has contracted with A+ Food Industry Inspections, Inc., for all food establishment inspections within the City's jurisdiction in Kaufman County for the past four (4) years. The current contract with A+ Food Industry Inspections is expired and requires a renewal to continue utilizing their services.

A+ Food Industry Inspections, Inc., is owned by Mrs. Carmen G. Escobedo who is a Registered Sanitarian with the State of Texas.

### **FINANCIAL IMPACT:**

The City pays \$90.00 for two (2) inspections per year. The cost to the City for the inspections is recuperated through the vendor permit process.

### **EXHIBITS**

Exhibit A. Agreement for Professional Services with A+ Food Industry Inspections, Inc.

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SEAGOVILLE, TEXAS AND A+ FOOD INDUSTRY INSPECTIONS, INC., FOR FOOD ESTABLISHMENT INSPECTIONS, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, A+ Food Industry Inspections, Inc., (“A+”) provides food industry inspections of food establishments for governmental entities; and

**WHEREAS**, the City’s current Agreement is expired and the City desires to enter into a new Agreement with A+ Food Industry Inspections, Inc., for a period of one (1) year, with three (3) one (1) year extensions for food establishment inspections; and

**WHEREAS**, the City Council hereby finds that it is in the best interest of the City to approve the terms and conditions of the Agreement with A+ Food Industry Inspections, Inc., and authorizes the City Manager to execute the same;

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

**SECTION 1.** The City Council approves the terms and conditions of the Agreement by and between the City and A+ Food Industry Inspections Inc., which is attached hereto and incorporated herein as Exhibit A, and hereby authorizes the City Manager to execute said Agreement.

**SECTION 2.** That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 3.** That if any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this Resolution as a whole or any part or

provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** That this Resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 4th day of June, 2018.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
ALEXIS G. ALLEN, CITY ATTORNEY

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**AGREEMENT FOR PROFESSIONAL SERVICES**

This Agreement for Professional Services (“Agreement”) is made by and between the City of Seagoville, Texas (“City”) and A+ Food Industry Inspections, Inc. (“Professional”), (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide food establishment inspection services on the terms and conditions set forth in this Agreement; and

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

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

**Article I  
Term**

1.1 The term of this Agreement shall be for a term of one (1) year commencing on \_\_\_\_\_ (“Effective Date”), unless sooner terminated as provided herein. The Agreement may be renewed for three (3) one (1) year terms upon the written agreement of the Parties.

1.2 With the exception of termination pursuant to Section 6.17, which may be cause for termination without notice, either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**Article II  
Scope of Service**

2.1 The Professional shall provide the food establishment inspection services set forth in this Section. The Profession shall provide all necessary personnel for performance of these Service; all such personnel shall possess and hold, and maintain in current standing during the term of this Agreement such licenses and permits required to conduct food establishment inspection services.

2.2 The Services to be performed by the Professional shall include the following:

- A. Professional will perform a minimum of two (2) inspections per Agreement Term of each food establishment for which the City has submitted an inspection request and for which a fee has been collected from said food establishment for a fee not to exceed ninety dollars and zero cents (\$90.00) per inspection.
- B. Any additional request for follow-up inspections by the City of food establishments, including food establishments that are closed due to non-compliance with the State and other applicable rules and regulations will be completed at no additional cost to the City.
- C. Professional will examine the following during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect; rodent; and animal control; floors, walls, and ceiling; light; ventilation; and other operations.
- D. Professional will provide to the City a written report of all inspections performed by Professional signed by food establishment.
- E. Professional and City agree no closure of food establishment will be performed without an accompanying Code Enforcement Officer.
- F. Professional agrees not to provide, for a profit, food handler certification courses for the employees of those businesses located in the City of Seagoville and Kaufman County, for which the Professional has agreed to provide inspections of pursuant to this Agreement.

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

2.4 The City acknowledges that all intellectual property rights related to the names, service marks, trademarks, inventions, logos and copyrights of the Professional and its affiliates (collectively, the "Rights"), are and shall remain the sole property of the Professional or its affiliates and shall not be used by the City, except solely to the extent that the City obtains the prior written approval of the Professional and then only in the manner prescribed by the Professional.

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

The Professional agrees to provide the required services when requested by the City and complete such services as set forth in the request for inspection services.

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

4.1 Professional will be compensated in accordance with the amounts set forth in Article II of this Agreement. Unless otherwise provided herein, payment to the Professional shall following the City's receipt and approval of the Professional's detailed itemized statement for services that shows the time worked, the actual services performed, and the rates charges for such service, in a form reasonably acceptable to the City. The City shall pay such statements within thirty (30) days after receipt and City verification of the services unless otherwise provided herein. City shall pay Professional for such services completed to the reasonable satisfaction of the City in accordance with this Agreement as of the date of termination.

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

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

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

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall bear the cost of any such personnel and assistance and shall not increase the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless provided differently herein.

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

5.4 Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by Professional under this Agreement shall be kept confidential and may not be made available to any individual or organization by Professional without the prior written approval of the City except as may be required by law.

### **Article VI Miscellaneous**

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

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

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

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

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

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

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

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform the required inspection. The Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such inspection.

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

If intended for City:

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

With Copy to:

Alexis G. Allen  
Nichols, Jackson, Dillard,  
Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard  
Dallas, Texas 75201  
Telephone: 214-965-9900

If intended for Professional:

A+ Food Services

\_\_\_\_\_  
\_\_\_\_\_

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage; (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00 and (iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim.
- (b) All policies of insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Professional Liability and Workers Compensation Insurance; and (2) provide for written notice to the City for cancellation or non-renewal of the insurance in accordance with the policies; and (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall

provide written notice to the City of any material change of or to the insurance required herein.

- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services.

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

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

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

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

6.15 Audit. City shall have the right during the term of this Agreement and continuing until one (1) year after termination of this Agreement to audit Professional's books and records relating to the services provided and the fees paid to the Professional.

6.16 Consequential and Punitive Damages. Neither Professional nor City shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other Party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either Party under any circumstances.

6.17 Conflict of Interest. Should the City determine that the Professional has engaged in for-profit services for training of the employees of those businesses for which the Professional has been retained to inspect, per this Agreement, and therefore has a perceived Conflict of Interest in performing the Professional's duties under this Agreement, the City may terminate this Agreement.

*(Signature Page to Follow)*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF SEAGOVILLE, TEXAS**

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

**ATTEST:**

By: \_\_\_\_\_  
Kandi Jackson, City Secretary

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**A+ FOOD INDUSTRY INSPECTIONS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ***Regular Session Agenda Item: 5***

**Meeting Date: June 4, 2018**

### **Item Description**

Discuss and consider the approval of a Resolution of the City Council of the City of Seagoville, Texas approving an Agreement for Professional Engineering Services on a Defined Scope of Services Basis by and between the City of Seagoville and HALFF Associates, Inc., a Texas Corporation, for the reconstruction, mill and overlay of a portion of Malloy Bridge Road located in Kaufman County that was annexed by the City of Seagoville, on or about August 28, 2017, in an amount not to exceed thirty six thousand seven hundred dollars and zero cents (\$36,700.00), which is attached hereto and incorporated herein as Attachment 1; authorizing the City Manager to execute said agreement; providing for a repealing clause; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

On December 4, 2017, Staff made a presentation to the City Council that outlined a proposal to move forward with three (3) street maintenance projects in FY2018. The first street maintenance project has been completed on Hall Street from Kaufman Street to Shady Lane. The second scheduled street maintenance project, which is Crestview Lane is in the engineering phase, and the third project if funds are available would be the complete reconstruction of a portion of Ross Lane.

Staff has identified an additional street maintenance need and recommends the newly annexed portion of Malloy Bridge Road in Kaufman County be moved up the list to project two (2). This portion of Malloy Bridge Road is a major arterial and it is in immediate need of repair. Initially Kaufman County agreed verbally to make the repairs to Malloy Bridge Road, however, the repairs they pledged to make were to be paid for by the City of Seagoville at a cost of between \$90,000.00 and \$95,000.00. Staff have communicated with Kaufman County Commissioner Jackie Allen and he is unable to provide the assistance communicated earlier.

Staff has determined the repairs needed to bring Malloy Bridge Road up to an acceptable condition will require more extensive engineering and construction. Staff is recommending to the City Council to fund the Agreement for Professional Engineering Services with HALFF Associates Inc., in the amount of \$36,700.00. Once the engineering work is complete, staff will come back to the City Council for funding of the actual repair work.

If approved, HALFF Associates Inc., will provide the City with full engineering plans and services as outlined in Exhibit A to reconstruct, mill and overlay a portion of Malloy Bridge Road. Staff will seek Council approval before advertising for bids.

Staff will seek additional funding to proceed with Crestview Lane, Ross Lane and other street projects in the FY2019 Budget.

**FINANCIAL IMPACT:**

Engineering services \$36,700.00

**ATTACHMENTS AND EXHIBITS**

Attachment 1.	Agreement for Professional Engineering Services on a defined scope of services basis.
Exhibit A.	Scope of Services
Exhibit B.	Compensation Schedule

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BY AND BETWEEN THE CITY OF SEAGOVILLE AND HALFF ASSOCIATES, INC., A TEXAS CORPORATION, FOR THE RECONSTRUCTION, MILL AND OVERLAY OF A PORTION OF MALLOY BRIDGE ROAD LOCATED IN KAUFMAN COUNTY THAT WAS ANNEXED BY THE CITY OF SEAGOVILLE ON OR ABOUT AUGUST 28, 2017, IN AN AMOUNT NOT TO EXCEED THIRTY SIX THOUSAND SEVEN HUNDRED DOLLARS AND NO CENTS (\$36,700.00), WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS ATTACHMENT 1; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Halff Associates, Inc., (“Engineer”) provides professional engineering services to the private sector and the public sector on a “defined scope of services basis”; and

**WHEREAS**, the City of Seagoville (“City”) desires to enter into an Agreement for Professional Engineering Services on a Defined Scope of Services Basis (“Agreement”) with Engineer to perform the services related to the reconstruction, mill and overlay of Malloy Bridge Road as set forth in Attachment 1 hereto and the Exhibit(s) attached thereto; and

**WHEREAS**, the City Council hereby finds that it is in the best interest of the City to approve the Agreement with the Engineer in an amount not to exceed thirty six thousand, seven hundred dollars and no cents (\$36,700.00), and authorizes the City Manager to execute the same;

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

**SECTION 1.** The City Council approves an Agreement, with the Exhibit(s) thereto, by and between the City and Engineer in an amount not to exceed thirty six thousand, seven hundred dollars and no cents (\$36,700.00), which is attached hereto and incorporated herein as Attachment 1, and hereby authorizes the City Manager to execute said Agreement.

**SECTION 2.** That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

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

**SECTION 4.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 4<sup>th</sup> day of June, 2018.

APPROVED:

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DENNIS K. CHILDRESS, MAYOR

ATTEST:

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KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

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ALEXIS G. ALLEN, CITY ATTORNEY

(/cdb 01/02/2018)

## 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 Home Rule City, 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".

### WITNESSETH:

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

**I. 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.

**II. 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 Home Rule City. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

**III. 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.

**IV. 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.

**V. 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.

**VI. 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.

**VII. 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.

**VII. 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.

**IX. Insurance.** Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

**X. 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.

**XI. 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.

**XII. 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.

**XIII. 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.

**XIV. 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.

**XV. Exclusivity of Remedies** – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article XIX. 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.

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

**XVII. 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.

**XVIII. 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.

**XIX. AGREED REMEDIES**

**A. 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.**

**B. 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.**

**C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.**

**D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.**

**XX. 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.**

By:

  
\_\_\_\_\_  
Signature

Jayson Melcher  
\_\_\_\_\_  
Printed Name

Dallas Operations Manager  
\_\_\_\_\_  
Title

May 30, 2018  
\_\_\_\_\_  
Date

**CLIENT: CITY OF SEAGOVILLE, TEXAS**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT**  
**BETWEEN CITY OF SEAGOVILLE, TEXAS, AND HALFF ASSOCIATES, INC.**  
**E. MALLOY BRIDGE ROAD MILL AND OVERLAY**  
**(7,277'± ANNEXED BY ORDINANCE NO. 17-2017)**

**I. PROJECT DESCRIPTIONS**

**E. Malloy Bridge Road –7,277'± Annexed by Ordinance No. 17-2017**

The project involves milling and overlay of approximately 7,277± linear feet of E. Malloy Bridge Road, an existing 2-lane asphalt roadway, limits described in Attachment 1 (Annexation Ordinance No, 17-2017 dated August 28, 2017). The new pavement overlay will be reconstructed to the same lines and grades as the existing roadway.

Services provided by the Engineer include preparation of construction documents for the aforementioned improvements; geotechnical investigation to verify existing pavement depths.

**II. TASK SUMMARY**

Task 1 –Site Investigation.

- Verification of Existing Pavement Depths (CMJ Engineering): Perform five (5) sample test holes to determine existing asphalt pavement depth.
- Corridor Inspection: Inspect existing road to locate and record with hand held GPS Unit any roadway areas where subgrade failure has occurred.

Task 2 – Preliminary Construction Documents

- Preliminary Construction Documents: Prepare preliminary construction documents including general notes, quantity sheets, typical sections, overlay plans, traffic control plans, signing and marking plans, standard details. Plans will be developed using high resolution aerial imagery, supplemented with data from hand held GPS unit.
- Prepare Draft Construction Contract Documents and Specifications for review.
- Preliminary Engineer's Opinion of Probable Construction Cost.

Task 3 – Final Construction Documents.

- Final Construction Plans: Address the City's comments from the Preliminary Construction Document Submittal; prepare Final Construction Documents including project manual, general notes, quantity sheets, typical sections, overlay plans, traffic control plans, signing and marking plans, standard details. Plans will be developed using high resolution aerial imagery, supplemented with data from hand held GPS unit.
- Prepare Final Construction Contract Documents and Specifications.
- Final Engineer's Opinion of Probable Construction Cost

Task 4 – Bidding Services

- Pre-Bid: Prepare Bid Advertisement; coordination with the City during project bidding; review questions from Bidders and prepare addenda. Addenda will be provided in an electronic format for distribution to the registered Bidders.
- Post-Bid: Prepare bid tabulations; review Bidders qualifications; prepare letter of recommendation to the City Council; prepare Conformed Document set incorporating addenda issued during the bidding process; review pre-construction meeting agenda.

**Task 5 – Construction Administration and Record Drawings**

- Construction Site Visits – 1 initial site visit by Project Engineer prior to beginning of construction to review project with Contractor.
- Review Contractor submittals for general conformance with the Contract requirements.
- Coordination with the City during construction for design modifications
- Meetings with the City and Contractor as requested
- Electronic Record Plan Set: Incorporate the Contractor, City Inspector, and Engineer’s as-built mark-ups; Prepare PDF and AutoCAD files of the record drawings for the City
- Total man-hours for Construction Administration tasks shall not exceed twelve (12) hours for Halff’s Project Manager without fee adjustment.

**Task 6 – Construction Inspection**

- A Part-Time Construction Inspector will be provided for this project; estimated effort is an average of two and a half (2.5) days a week (or twenty (20) hours a week) for an eight (8) week period for a total of 20 days (or 160 hours). Halff will furnish personnel and equipment as required to perform on-site inspections.
- Construction Inspection tasks include: Communication with the contractor as to the work schedule; prepare site observation reports including a summary of the contractor’s activities with photos, no less than bi-weekly; verify monthly construction progress and quantity estimates as the basis of payment to the contractor; attend on-site meetings as necessary or required including when requested by the Halff project manager or City staff, or to meet franchise utilities when necessary to discuss issues regarding the project; interpret the contract plans and specifications to determine construction compliance; determine the suitability of on-site materials to be used in the construction; reject work and materials that do not conform to the contract documents; conduct a final walk-through with City staff and the contractor to facilitate the preparation of a final punch list; coordination of construction material testing and/or schedule.

**III. ADDITIONAL SERVICES**

Any items requested that are not outlined in the above scope will be considered additional services and will be provided as requested and authorized by City of Seagoville. Halff Associates Inc. can provide the following services; however, these services are excluded from the scope of this agreement:

- Submittal, Review, Platting, and Permitting Fees or other Fees associated with adjacent commercial and/or residential development.
- Topographic or Boundary Survey
- Franchise utility infrastructure design.
- Legal Descriptions for vacation of utility easements and/or ROW.
- Right-of-Way appraisal and acquisition services.

- Construction Inspection and Resident Engineering services except as described in Task 5 and Task 6.
- Construction Material Testing services.
- CLOMR/LOMR studies and/or applications and field survey for as-built verification.
- Individual Section 404 Permitting and site specific mitigation plans.
- Preparation of Construction related SWPPP, NOI, NOT, etc.
- Construction layout staking.
- Hazardous material site assessment.
- Development of signal timing plans for the intersections.
- Items not specifically included in the Scope of Services.

**IV. DELIVERABLES**

Deliverables are for each project part.

Task	Deliverables
Task 1 – Site Investigation	<ul style="list-style-type: none"> <li>• Two (2) Copies of preliminary Geotechnical information.</li> <li>• Two (2) Copies of field notes.</li> <li>• PDF copies of all deliverables</li> </ul>
Task 2 Preliminary Construction Documents	<ul style="list-style-type: none"> <li>• Two (2) of 22” x 34” Construction plans</li> <li>• Two (2) Sets of 11” x 17” Construction plans</li> <li>• One (1) copy of Draft Construction Contract Documents and Specifications</li> <li>• PDF copies of all deliverables</li> </ul>
Task 3 – Final Construction Documents	<ul style="list-style-type: none"> <li>• Two (2) of 22” x 34” Construction plans</li> <li>• Two (2) Sets of 11” x 17” Construction plans</li> <li>• Three (3) Sets of Construction Contract Documents and Specifications</li> <li>• PDF copies of all deliverables</li> </ul>
Task 4 – Bidding Services	<ul style="list-style-type: none"> <li>• Twenty (20) Sets of Construction Contract Documents and Specifications for bidding.</li> <li>• Four (4) Sets of Construction Contract Documents and Specifications for execution after bidding.</li> <li>• Six (6) 22" x 34" Construction plans to issue for construction after bidding</li> <li>• Ten (10) 11" x 17" Construction plans to issue for construction after bidding</li> </ul>
Task 5 – Construction Administration	<ul style="list-style-type: none"> <li>• Copies of Site Visit Reports</li> <li>• Copies of Submittal Reviews</li> <li>• One (1) 22"x34" bond copy of the record drawings</li> <li>• One (1) 22"x34" mylar copy of the record drawings</li> <li>• One (1) PDF copy of each sheet of the record drawings</li> <li>• One (1) DWG of the record drawings base map</li> </ul>

**EXHIBIT B  
COMPENSATION SCHEDULE**

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT  
BETWEEN CITY OF SEAGOVILLE, TEXAS, AND HALFF ASSOCIATES, INC.  
E. Malloy Bridge Road Mill and Overlay  
(Xxx)**

**I. COMPENSATION SCHEDULE – E. MALLOY BRIDGE ROAD**

<b>Task</b>	<b>Completion Schedule</b>	<b>Compensation Schedule</b>
Notice-to-Proceed	April 2018	
Task 1 – Site Investigation	April 2018	\$5,500
Task 2 – Preliminary Construction Documents	April 2018	\$5,800
Task 3 – Final Construction Documents	May 2018	\$3,800
Task 4 – Bidding Services	June 2018	\$3,800
Task 5 – Construction Administration	July 2019	\$5,100
Task 5 – Record Drawings	August 2019	-
Task 6 – Construction Inspection	July 2019	\$14,400
<b>Total Compensation</b>		<b>\$36,700</b>

## II. COMPENSATION SUMMARY – E. MALLOY BRIDGE ROAD

<b>Basic &amp; Special Engineering Services (Lump Sum)</b>	<b>Amount</b>
Task 1 – Site Investigation	\$5,500
Task 2 – Preliminary Construction Documents	\$5,800
Task 3 – Final Construction Documents	\$3,800
Task 4 – Bidding Services	\$5,100
<b>Total Basic &amp; Special Engineering Services:</b>	<b>\$20,200</b>

<b>Special Construction Services (Hourly Not-to-Exceed)</b>	<b>Amount</b>
Task 5 – Construction Administration & Record Drawings	\$2,100
Task 6 – Construction Inspection	\$14,400
<b>Total Special Construction Services:</b>	<b>\$16,500</b>

## ***Regular Session Agenda Item: 6***

**Meeting Date: June 4, 2018**

### **Item Description**

Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances, Article 19.02, Solid Waste, subsection 19.02(b) by deleting all references to large brush and by adding subsection 19.02(c) to provide for the location, day and times for placement of large brush at the curblin for collection; providing for the repeal of all Ordinances in conflict; providing a severability clause; providing for a penalty of fine not to exceed the sum of five hundred dollars (\$500.00) for each offense; and providing an effective date.

### **BACKGROUND OF ISSUE:**

Mayor Dennis K. Childress asked to have this item back on the Agenda. Mayor Childress would like for the City Council to consider allowing bulk trash customers the opportunity to place their brush related items by the curblin no more than ten (10) days preceding their scheduled pick up. This would allow our customers enough time (two full weekends) to place large bulk trash and limbs by the curblin for pickup during their bulk trash week. Additionally, those customers that utilize a tree trimming service will have more time to schedule appointments with vendors. It was discussed that it may take our customers two (2) weekends to trim their trees and place the items by the curblin. This proposed change will make it much easier for our customers to schedule tree trimming appointments and remain compliant with the Ordinance. This proposed change to the Ordinance will not affect other bulk trash related items, just large brush and limbs.

Staff has invited the City's waste collection provider Republic Services to speak on this matter if needed.

### **FINANCIAL IMPACT:**

None

### **EXHIBITS**

Exhibit A. Bulk Trash Ordinance

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, ARTICLE 19.02, SOLID WASTE, SUBSECTION 19.02.007(b) BY DELETING ALL REFERENCES TO LARGE BRUSH AND BY ADDING SUBSECTION 19.02.007(c) TO PROVIDE FOR THE LOCATION, DAY AND TIMES FOR PLACEMENT OF LARGE BRUSH AT THE CURBLINE FOR COLLECTION; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 19.02.007, subsection (b), currently prohibits the placement of both large brush and large/bulky items at the curbline earlier than 7:00 a.m. on the Saturday immediately preceding the bulk collection week; and

**WHEREAS**, the City Council recognizes that it may require two (2) weekends to cut, stack and place large brush at the curbline; and

**WHEREAS**, after discussion and consideration, the City Council has determined that it is in the best interest of the health, safety and welfare of the City to amend this subsection to allow citizens to place large brush only at the curbline no more than ten (10) days preceding the scheduled bulk collection week.

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

**SECTION 1.** That the Code of Ordinances of the City of Seagoville, Texas be, and the same is, hereby amended by amending Article 19.02, Solid Waste, Subsection 19.02.007(b) by deleting all references to large brush and by adding Subsection 19.02.007(c) to provide for the location, day and times for placement of large brush at the curbline for collection, which shall read as follows:

**"ARTICLE 19.02 SOLID WASTE**

**Division 1. Generally**

**Sec. 19.02.007                    Placement for collection**

(a)        . . . . .

(b)        Large/bulky items may be placed at the curblin e no earlier than 7:00 a.m. on Saturday immediately preceding bulk collection week.

(c)        Large brush shall be stacked loose with the large end facing the street in piles no taller than five (5) feet high and free of any foreign objects. Large brush may be placed at the curblin e no earlier than 7:00 a.m. on the tenth (10<sup>th</sup>) day preceding bulk collection week."

**SECTION 2.** That if any section, article, paragraph, sentence, clause, phrase or word in this ordinance, or application to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

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

**SECTION 4.** That any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than five hundred dollars (\$500.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 4<sup>th</sup> day of June, 2018.

**APPROVED:**

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**DENNIS K. CHILDRESS, MAYOR**

**ATTEST:**

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**KANDI JACKSON, CITY SECRETARY**

**APPROVED AS TO FORM:**

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**ALEXIS G. ALLEN, CITY ATTORNEY**

(/cdb 05/24/2018)

## ***Regular Session Agenda Item: 7***

**Meeting Date: June 4, 2018**

### **ITEM DESCRIPTION**

Receive Councilmember Reports/ Items of Community Interest

### **BACKGROUND OF ISSUE:**

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

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

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS**

N/A

## ***Regular Session Agenda Item: 8***

**Meeting Date: June 4, 2018**

### **ITEM DESCRIPTION:**

Future Agenda Items

### **BACKGROUND OF ISSUE:**

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

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS**

N/A