



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA  
MONDAY, NOVEMBER 4, 2019**

**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. Police Department & Animal Control Update (Police Chief)**

**Adjourn**

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

**ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Proclamation – Dyslexia**

**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 October 7, 2019 (City Secretary)**

**REGULAR AGENDA-**

- 2. Discuss parking in fire lane behind Valero (Councilmember Fruin)**
- 3. Conduct interviews with Boards & Commissions Applicant for appointment (City Secretary)**
- 4. Discuss and consider approving the Grossman Design Build, LLC Letter of Intent concerning Fire Station #2 (City Manager)**
- 5. Conduct a public hearing on a request to change the zoning from Planned Development - Apartments (PD-A) and Planned Development – Local Retail (PD-LR) to Planned Development – Commercial (PD-19-03) for approximately 5.6± acres of the land described as Lot 2 Block 1 Seagoville Place Addition, commonly referred to as 2110 North Highway 175, and Lot 1 Block 1 Seagoville Place Re-Plat, commonly referred to as 2108 North Highway 175, Seagoville, Dallas County, Texas (Community Development Director)**
- 6. Discuss and consider approving an Ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Planned Development - Apartments (PD-A) and Planned Development – Local Retail (PD-LR) to Planned Development – Commercial (PD-19-03) for approximately 5.6± acres of land described as Lot 2 Block 1 Seagoville Place Addition, commonly known as 2110 North Highway 175, and Lot 1 Block 1 Seagoville Place Re-Plat, commonly known as 2108 North Highway 175, Seagoville, Dallas County, Texas, and being legally described and depicted in Exhibit “A”, attached hereto and incorporated herein; providing for development regulations; providing for the approval of the site plan, which is attached hereto and incorporated herein as Exhibit “B”; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)**
- 7. Receive an update from Halff Associates, Inc. concerning roads included in bond package (Halff Associates, Inc.)**
- 8. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the Mayor to sign a Fiscal Year 2020 Agreement Amendment and Extension of the Fiscal Year 2019 Agreement for Title III Federal Services with Dallas Area Agency on Aging; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date (Library Director)**

**9. Discuss and consider a Resolution of the City of Seagoville, Texas, (1) authorizing the City Manager to execute an Agreement with Vector Concepts for the purchase and installation of 290 square yards of Hidden Plains 1A Carpet Tile at the Seagoville Public Library in an amount not to exceed \$11,097.00 said amount to include all necessary materials, labor, equipment and installation, and (2) further authorizing the City Manager to execute an agreement with Randy Thomas Library Works for professional library stack/furniture moving services to support the carpet installation process in an amount not to exceed \$10,777.00, and providing an effective date (Library Director)**

**10. Discuss and consider approving a Resolution of the City of Seagoville, Dallas County, Texas casting its vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District (City Secretary)**

**11. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of one (1) Pro-Patch Asphalt Pothole Patcher Trailer Model TM 300-40 DHE Trailer Unit in an amount not to exceed \$53,825.00 from H.D. Industries, Inc.; and authorizing the City Manager to execute any and all necessary documents and disburse said funds; and providing for an effective date (Community Development Director)**

**12. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the City Manager to execute an Agreement for the purchase and installation of five (5) HVAC units for City Hall in an amount not to exceed \$50,119.00 from Infinity Contractors; and providing an effective date (Community Development Director)**

**13. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a project and expenditure by the Seagoville Economic Development Corporation in an amount not to exceed \$83,770.00 to Concrete Walls, Inc. for the remodel/finish out work on 106 and 108 Railroad as set forth in Exhibit A attached hereto and incorporated herein and authorizing the City Manager to execute any documents necessary for the performance of said work; providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)**

**14. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of two (2) FlashCAM 880SX Mobility Starter Packages in an amount not to exceed \$15,660.00 from Q-Star Technology; and providing an effective date (Community Development Director)**

**15. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the City Manager to execute an Agreement for the purchase of one (1) High-Production Crack-Sealing Machine BK-400D in an amount not to exceed \$56,460.00, said amount to include freight and delivery charges, from Romco Equipment Co.; and providing an effective date (Community Development Director)**

**16. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of one (1) Stalker SAM (Speed Awareness Monitor) Trailer in an amount not to exceed \$7,885.00 from Stalker Applied Concepts, Inc.; and providing an effective date (Community Development Director)**

**17. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by adding a new section 13.01.004 titled “Residential Exterior Lighting Trespass and Nuisance” to article 13.01 titled “General Provisions” of Chapter 13 titled “Offenses and Nuisances”; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense; and providing an effective date (Community Development Director)**

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

**19. 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.**

**20. Recess Into Executive Session**

**Council will recess into Executive Session in compliance with Texas Government Code:**

- A. § 551.071. (2) Consultation with attorney to seek legal advice on a matter under that subsection, to wit: ordinances regarding panhandling, vagrancy and/or loitering**

**21. Reconvene Into Regular Session**

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

- A. § 551.071. (2) Consultation with attorney to seek legal advice on a matter under that subsection, to wit: ordinances regarding panhandling, vagrancy and/or loitering**

**Adjourn**

Posted Friday, November 1, 2019 by 5:00 P.M.

Kandi Jackson  
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**

- **Tuesday, November 12, 2019 Joint Meeting with SEDC**
- **Monday, November 18, 2019 Regular City Council Meeting**
- **Monday, December 2, 2019 Regular City Council Meeting**
- **Monday, December 16, 2019 Regular City Council Meeting**

# Seagoville Animal Shelter Activity Report

	1st Qtr 2019				2nd Qtr 2019				3rd Qtr 2019				4th Qtr 2019				2019
	Jan	Feb	Mar	QTD	Apr	May	Jun	QTD	Jul	Aug	Sep	QTD	Oct	Nov	Dec	QTD	YTD
<b>Intakes</b>																	
Canine Stray	44	32	36	112	36	45	27	108	45	47	27	119				0	339
Canine Surrender	3	2	2	7	4	2	1	7	2	1	2	5				0	19
Canine Quarantined	0	0	0	0	0	5	2	7	0	0	0	0				0	7
Canine Seized	0	0	0	0	0	0	2	2	0	0	0	0				0	2
<b>Total Canine Intakes</b>	<b>47</b>	<b>34</b>	<b>38</b>	<b>119</b>	<b>40</b>	<b>52</b>	<b>32</b>	<b>124</b>	<b>47</b>	<b>48</b>	<b>29</b>	<b>124</b>				<b>0</b>	<b>367</b>
Feline Stray	10	11	4	25	10	23	26	59	13	32	18	63				0	147
Feline Surrender	0	0	0	0	0	0	0	0	1	3	1	5				0	5
Feline Quarantine	0	0	0	0	0	0	0	0	0	0	0	0				0	0
Feline Seized	0	0	0	0	0	0	0	0	0	0	0	0				0	0
Feline Feral	0	0	0	0	0	0	0	0	0	0	0	0				0	0
<b>Total Feline Intakes</b>	<b>10</b>	<b>11</b>	<b>0</b>	<b>25</b>	<b>10</b>	<b>23</b>	<b>26</b>	<b>59</b>	<b>14</b>	<b>35</b>	<b>19</b>	<b>68</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>152</b>
Wildlife	3	1	0	4	1	0	0	1	0	0	0	0	0	0	0	0	5
<b>Total Intakes</b>	<b>57</b>	<b>45</b>	<b>38</b>	<b>144</b>	<b>50</b>	<b>75</b>	<b>58</b>	<b>183</b>	<b>61</b>	<b>83</b>	<b>48</b>	<b>192</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>519</b>
<b>Outcomes</b>																	
Canine Adoptions	30	26	23	79	20	28	25	73	19	19	21	59				0	211
Canine Rescues	10	2	1	13	5	8	6	19	8	12	4	24				0	56
Canine RTO	7	12	12	31	12	10	9	31	22	5	6	33				0	95
Canine Euthanized	0	0	0	0	0	1	0	1	0	0	0	0				0	1
Canine Died	0	0	0	0	0	0	0	0	0	1	0	1				0	1
Feline Adoptions	11	12	3	26	8	14	33	55	14	23	18	55				0	136
Feline Rescues	0	0	0	0	0	0	1	1	0	0	0	0				0	1
Feline RTO	0	0	0	0	0	0	2	2	1	0	0	1				0	3
Feline TNR	0	0	0	0	0	0	0	0	0	0	0	0				0	0
Feline Euthanized	0	0	1	1	0	0	0	0	0	0	1	1				0	2
Feline Died	0	0	0	0	0	0	0	0	0	1	0	1				0	1
Wildlife Released	1	0	1	2	1	0	0	1	0	1	0	1				0	4
Wildlife Rehab	0	0	0	0	0	0	0	0	0	0	0	0				0	0
Wildlife Euthanized	2	1	0	3	0	0	0	0	0	1	0	1				0	4
<b>Activity</b>																	
Calls for Service	205	202	200	607	182	196	179	557	141	154	139	434				0	1598
After Hours Calls	60	75	66	201	59	63	23	145				0				0	346
Phone Calls	198	201	196	595	187	229	172	588	165	182	171	518				0	1701
Volunteer Hours	289	293	301	883	298	316	302	916	313	350	336	999				0	2798
Bite Cases	3	1	3	7	0	4	2	6	1	1	0	2				0	15
<b>Compliance</b>																	
Verbal Warnings	4	2	6	12	1	1	0	2	0	1	2	3				0	17
Written Warnings	0	0	0	0	2	0	0	2	0	0	1	1				0	3
Citations	1	0	0	1	1	0	1	2	0	4	0	4				0	7
<b>Compliance Totals</b>	<b>5</b>	<b>2</b>	<b>6</b>	<b>13</b>	<b>4</b>	<b>1</b>	<b>1</b>	<b>6</b>	<b>0</b>	<b>5</b>	<b>3</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>27</b>

# Seagoville Animal Shelter Activity Report

	1st Qtr 2017				2nd Qtr 2017				3rd Qtr 2017				4th Qtr 2017				2017
	Jan	Feb	Mar	QTD	Apr	May	Jun	QTD	Jul	Aug	Sep	QTD	Oct	Nov	Dec	QTD	YTD
<b>Intakes</b>																	
Canine Stray	49	45	49	143	54	57	35	146	41	41	57	139	52			52	480
Canine Surrender	8	1	5	14	6	8	3	17	6	4	6	16	6			6	53
Canine Quarantined	0	0	0	0	1	0	0	1	0	0	2	2	0			0	3
Canine Seized	0	1	0	1	0	0	0	0	0	0	0	0	0			0	1
<b>Total Canine Intakes</b>	<b>57</b>	<b>47</b>	<b>54</b>	<b>158</b>	<b>61</b>	<b>65</b>	<b>38</b>	<b>164</b>	<b>47</b>	<b>45</b>	<b>65</b>	<b>157</b>	<b>58</b>	<b>0</b>	<b>0</b>	<b>58</b>	<b>537</b>
Feline Stray	20	3	1	24	7	40	4	51	12	32	16	60	14			14	149
Feline Surrender	2	1	0	3	0	0	0	0	0	0	0	0	0			0	3
Feline Quarantine	0	0	0	0	0	0	0	0	0	0	0	0	0			0	0
Feline Seized	0	0	0	0	0	0	0	0	0	0	0	0	0			0	0
Feline Feral	0	0	0	0	3	0	0	3	0	0	0	0	0			0	3
<b>Total Feline Intakes</b>	<b>22</b>	<b>4</b>	<b>1</b>	<b>27</b>	<b>10</b>	<b>40</b>	<b>4</b>	<b>54</b>	<b>12</b>	<b>32</b>	<b>16</b>	<b>60</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>155</b>
Wildlife	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1
<b>Total Intakes</b>	<b>79</b>	<b>51</b>	<b>55</b>	<b>185</b>	<b>71</b>	<b>105</b>	<b>42</b>	<b>218</b>	<b>59</b>	<b>77</b>	<b>81</b>	<b>217</b>	<b>72</b>	<b>0</b>	<b>0</b>	<b>72</b>	<b>692</b>
<b>Outcomes</b>																	
Canine Adoptions	48	27	42	117	35	45	21	101	31	51	26	108	29			29	355
Canine Rescues	0	2	1	3	0	0	11	11	1	5	7	13	3			3	30
Canine RTO	17	21	14	52	0	13	7	20	15	5	16	36	17			17	125
Canine Euthanized	0	0	0	0	0	1	0	1	0	0	0	0	0			0	1
Canine Died	0	0	0	0	0	0	0	0	0	0	0	0	1			1	1
Feline Adoptions	16	8	2	26	7	17	17	41	17	31	16	64	10			10	141
Feline Rescues	0	0	0	0	0	0	0	0	0	0	0	0	0			0	0
Feline RTO	0	0	0	0	0	0	0	0	1	0	0	1	2			2	3
Feline TNR	0	0	0	0	3	0	0	3	0	0	0	0	0			0	3
Feline Euthanized	0	1	0	1	0	0	0	0	0	0	0	0	0			0	1
Feline Died	0	0	0	0	0	0	0	0	0	1	0	1	0			0	1
Wildlife Released	0	0	1	1	0	5	1	6	1	0	0	1	0			0	8
Wildlife Rehab	0	0	0	0	0	0	0	0	0	0	0	0	0			0	0
Wildlife Euthanized	0	1	0	1	0	0	0	0	0	0	0	0	0			0	1
<b>Activity</b>																	
Calls for Service	275	212	290	777	306	280	245	831	238	318	250	806	195			195	2609
After Hours Calls	68	41	62	171	90	25	57	172	66	63	80	209	53			53	605
Phone Calls	290	267	311	868	352	301	293	946	298	337	292	927	282			282	3023
Volunteer Hours	286	290	297	873	316	311	302	929	320	359	290	969	287			287	3058
Bite Cases	0	0	0	0	1	0	0	1	0	0	3	3	0			0	4
<b>Compliance</b>																	
Verbal Warnings	1	0	1	2	0	2	0	2	0	2	3	5	3			3	12
Written Warnings	1	1	1	3	0	0	0	0	1	3	3	7	3			3	13
Citations	0	1	0	1	1	6	0	7	0	1	5	6	3			3	17
<b>Compliance Totals</b>	<b>2</b>	<b>2</b>	<b>2</b>	<b>6</b>	<b>1</b>	<b>8</b>	<b>0</b>	<b>9</b>	<b>1</b>	<b>6</b>	<b>11</b>	<b>18</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>9</b>	<b>42</b>

# Seagoville Animal Shelter Activity Report

	1st Qtr				2nd Qtr				3rd Qtr				4th Qtr				2017	2018		
	2017	2018	+/-	%	2017	2018	+/-	%	2017	2018	+/-	%	2017	2018	+/-	%	YTD	YTD		
<b>Intakes</b>																				
Canine Stray	143	112	-31	-22%	146	108	-38	-26%	139	119	-20	-14%	52	0	-52	-100%	480	339	141	29%
Canine Surrender	14	7	-7	-50%	17	7	-10	-59%	16	5	-11	-69%	6	0	-6	-100%	53	19	34	64%
Canine Quarantined	0	0	0	100%	1	7	6	600%	2	0	-2	-100%	0	0	0	100%	3	7	-4	-133%
Canine Seized	1	0	-1	-100%	0	2	2	100%	0	0	0	100%	0	0	0	100%	1	2	-1	-100%
<b>Total Canine Intakes</b>	<b>158</b>	<b>119</b>	<b>-39</b>	<b>-25%</b>	<b>164</b>	<b>124</b>	<b>-40</b>	<b>-24%</b>	<b>157</b>	<b>124</b>	<b>-33</b>	<b>-21%</b>	<b>58</b>	<b>0</b>	<b>-58</b>	<b>-100%</b>	<b>537</b>	<b>367</b>	<b>170</b>	<b>32%</b>
Feline Stray	24	25	1	4%	51	59	8	16%	60	63	3	5%	14	0	-14	-100%	149	147	2	1%
Feline Surrender	3	0	-3	-100%	0	0	0	100%	0	5	5	100%	0	0	0	100%	3	5	-2	-67%
Feline Quarantine	0	0	0	100%	0	0	0	100%	0	0	0	100%	0	0	0	100%	0	0	0	100%
Feline Seized	0	0	0	100%	0	0	0	100%	0	0	0	100%	0	0	0	100%	0	0	0	100%
Feline Feral	0	0	0	100%	3	0	-3	-100%	0	0	0	100%	0	0	0	100%	3	0	3	100%
<b>Total Feline Intakes</b>	<b>27</b>	<b>25</b>	<b>-2</b>	<b>-7%</b>	<b>54</b>	<b>59</b>	<b>5</b>	<b>9%</b>	<b>60</b>	<b>68</b>	<b>8</b>	<b>13%</b>	<b>14</b>	<b>0</b>	<b>-14</b>	<b>-100%</b>	<b>155</b>	<b>152</b>	<b>3</b>	<b>2%</b>
Wildlife	0	4	4	100%	1	1	0	0%	0	0	0	100%	0	0	0	100%	1	5	-4	-400%
<b>Total Intakes</b>	<b>185</b>	<b>148</b>	<b>-37</b>	<b>-20%</b>	<b>219</b>	<b>184</b>	<b>-35</b>	<b>-16%</b>	<b>217</b>	<b>192</b>	<b>-25</b>	<b>-12%</b>	<b>72</b>	<b>0</b>	<b>-72</b>	<b>-100%</b>	<b>693</b>	<b>524</b>	<b>169</b>	<b>24%</b>
<b>Outcomes</b>																				
Canine Adoptions	117	79	-38	-32%	101	73	-28	-28%	108	59	-49	-45%	29	0	-29	-100%	355	211	144	41%
Canine Rescues	3	13	10	333%	11	19	8	73%	13	24	11	85%	3	0	-3	-100%	30	56	-26	-87%
Canine RTO	52	31	-21	-40%	20	31	11	55%	36	33	-3	-8%	17	0	-17	-100%	125	95	30	24%
Canine Euthanized	0	0	0	100%	1	1	0	0%	0	0	0	100%	0	0	0	100%	1	1	0	0%
Canine Died	0	0	0	100%	0	0	0	100%	0	1	1	100%	1	0	-1	-100%	1	1	0	0%
Feline Adoptions	26	26	0	0%	41	55	14	34%	64	55	-9	-14%	10	0	-10	-100%	141	136	5	4%
Feline Rescues	0	0	0	100%	0	1	1	100%	0	0	0	100%	0	0	0	100%	0	1	-1	100%
Feline RTO	0	0	0	100%	0	2	2	100%	1	1	0	0%	2	0	-2	-100%	3	3	0	0%
Feline TNR	0	0	0	100%	3	0	-3	-100%	0	0	0	100%	0	0	0	100%	3	0	3	100%
Feline Euthanized	1	1	0	0%	0	0	0	100%	0	1	1	100%	0	0	0	100%	1	2	-1	-100%
Feline Died	0	0	0	100%	0	0	0	100%	1	1	0	0%	0	0	0	100%	1	1	0	0%
Wildlife Released	1	2	1	100%	6	1	-5	-83%	1	1	0	0%	0	0	0	100%	8	4	4	50%
Wildlife Rehab	0	0	0	100%	0	0	0	100%	0	0	0	100%	0	0	0	100%	0	0	0	100%
Wildlife Euthanized	1	3	2	200%	0	0	0	100%	0	1	1	100%	0	0	0	100%	1	4	-3	-300%
<b>Activity</b>																				
Calls for Service	777	607	-170	-22%	831	557	-274	-33%	806	434	-372	-46%	195	0	-195	-100%	2609	1598	1011	39%
After Hours Calls	171	201	30	18%	172	145	-27	-16%	209	0	-209	-100%	53	0	-53	-100%	605	346	259	43%
Phone Calls	868	595	-273	-31%	946	588	-358	-38%	927	518	-409	-44%	282	0	-282	-100%	3023	1701	1322	44%
Volunteer Hours	873	883	10	1%	929	916	-13	-1%	969	999	30	3%	287	0	-287	-100%	3058	2798	260	9%
Bite Cases	0	7	7	100%	1	6	5	500%	3	2	-1	-33%	0	0	0	100%	4	15	-11	-275%
<b>Compliance</b>																				
Verbal Warnings	2	12	10	500%	2	2	0	0%	5	3	-2	-40%	3	0	-3	-100%	12	17	-5	-42%
Written Warnings	3	0	-3	-100%	0	2	2	100%	7	1	-6	-86%	3	0	-3	-100%	13	3	10	77%
Citations	1	1	0	0%	7	2	-5	-71%	6	4	-2	-33%	3	0	-3	-100%	17	7	10	59%
<b>Compliance Totals</b>	<b>6</b>	<b>13</b>	<b>7</b>	<b>117%</b>	<b>9</b>	<b>6</b>	<b>-3</b>	<b>-33%</b>	<b>18</b>	<b>8</b>	<b>-10</b>	<b>-56%</b>	<b>9</b>	<b>0</b>	<b>-9</b>	<b>-100%</b>	<b>42</b>	<b>27</b>	<b>15</b>	<b>36%</b>



# City of Seagoville Police Department

600 North US Highway 175  
Seagoville, Texas 75159  
Phone 972.287.2999 Fax 972.287.2917  
www.seagoville.us



## Seagoville Police Department City Council Presentation

Year to Date Seagoville Animal Services Stats for 2019

### Canine Intakes, Adoptions, Rescues, and Return to Owner

Description	July	August	September	Total	YTD Total
Stray	45	47	27	119	339
Surrenders	2	1	2	5	19
Adoptions	19	19	21	59	211
Rescues	8	12	4	24	56
Return to Owner	22	5	6	33	95

### Feline Intakes, Adoptions, Rescues, and Return to Owner

Stray	13	32	18	63	147
Surrenders	1	3	1	5	5
Adoptions	14	23	18	55	136
Rescues	0	0	0	0	1
Return to Owner	1	0		1	3

### Animal Services Activity for the 2<sup>nd</sup> quarter of 2018

Calls for Service	141	154	139	434	1598
After Hour Calls	0	0	0	0	346
Volunteer Hours	313	350	336	999	2798
Verbal Warnings	0	1	2	3	17
Written Warning	0	0	1	1	3
Citations	0	4	0	4	7

**SEAGOVILLE POLICE DEPARTMENT  
POLICE CHIEF'S MONTHLY REPORT**

	September 2019	September 2018	% CHANGE	2019 YTD	2018 YTD	% CHANGE
PART I OFFENSES	37	42	-12%	296	286	3%
CRIME INDEX RATE	2.30	2.61	-12%	18.39	17.76	3%
TOWN POPULATION	16100	16100	0%	16100	15580	3%
CLEARANCE INDEX	8	9	-11%	45	60	-25%
CLEARANCE INDEX RATE	0.50	0.56	-11%	2.80	3.73	-25%
VALUE PROPERTY STOLEN	\$ 214,006	\$ 143,558	49%	\$ 1,037,392	\$ 874,443	19%
VALUE PROPERTY RECOVERED	\$ 89,563	\$ 21,499	317%	\$ 577,937	\$ 488,399	18%

**ACTUAL OFFENSES PER 1,000 POPULATION AND CLEARANCE RATE**

CRIMINAL HOMICIDE RATE	0 0.00	0 0.00	0% 0%	0 0.00	0 0.00	0% 0%
CASES CLEARED CLEARANCE RATE	0 0.00	0 0.00	0% 0%	0 0.00	0 0.00	0% 0%
FORCIBLE RAPE RATE	1 0.06	0 0.00	100% 100%	2 0.12	0 0.00	100.00% 100.00%
CASES CLEARED CLEARANCE RATE	1 0.00	0 0.00	100% 0%	1 0.00	0 0.00	100.00% 0%
ROBBERY RATE	1 0.06	0 0.00	100% 0%	5 0.311	2 0.12	150% 150%
CASES CLEARED CLEARANCE RATE	1 0.06	0 0.00	100% 0%	2 40.00	1 0.00	100% 100.00%
AGGRAVATED ASSAULT RATE	0 0.00	1 0.06	-100% -100%	7 0.43	6 0.37	17% 17%
CASES CLEARED CLEARANCE RATE	0 0.00	1 0.06	-100% -100%	4 57.14	5 83.33	-20% -31%
BURGLARY RATE	20 1.24	11 0.68	82% 82%	65 4.04	52 3.23	25% 25%
CASES CLEARED CLEARANCE RATE	0 0.00	2 18.18	-100% -100%	4 6.15	6 11.54	-33% -47%
LARCENY RATE	7 0.43	22 1.37	-68% -68%	142 8.82	148 9.19	-4% -4%
CASES CLEARED CLEARANCE RATE	2 28.57	5 22.73	-60% 26%	19 13.38	30 20.27	-37% -34%
AUTO THEFT RATE	8 0.50	8 0.50	0% 0%	75 4.66	78 4.84	-4% -4%
CASES CLEARED CLEARANCE RATE	4 50.00	1 12.50	300% 300%	15 20.00	18 23.08	-17% -13%
ARSON RATE	0 0.00	0 0.00	0% 0%	0 0.00	0 0.00	0% 0%
CASES CLEARED CLEARANCE RATE	0 0.00	0 0.00	0% 0%	0 0.00	0 0.00	0% 0%

**SEAGOVILLE POLICE DEPARTMENT  
POLICE CHIEF'S MONTHLY REPORT**

	September 2019	September 2018	% CHANGE	2019 YEAR TO DATE	2018 YEAR TO DATE
<b>TRAFFIC</b>					
ACCIDENTS INVESTIGATED	10	14	-29%	108	92
NON-INJURY ACCIDENTS	5	4	25%	68	50
INJURY ACCIDENTS	5	9	-44%	40	40
FATAL ACCIDENTS	0	1	-100%	0	0
<b>CITATIONS</b>					
TOTAL CITATIONS ISSUED	105	91	15%	1049	1036
TOTAL VIOLATIONS	164	145	13%	1561	1677
MOVING VIOLATIONS	57	40	43%	410	345
NON-MOVING VIOLATIONS	107	105	2%	1151	1332
<b>ARRESTS</b>					
FELONY	3	2	50%	18	17
MISDEMEANOR	9	5	80%	49	32
ALCOHOL RELATED	6	3	100%	31	16
DWI ARRESTS	2	1	100%	5	4
PUBLIC INTOXICATION	4	2	100%	26	12
MINOR POSSESSION	0	0	0%	0	0
JUVENILE CUSTODY	3	1	200%	16	6
TOTAL ARRESTS	49	45	9%	350	381
<b>POLICE RESPONSE DATA</b>					
POLICE CALLS FOR SERVICE	1841	985	86.9%	13592	9909
<b>AVERAGE RESPONSE TIMES</b>					
PRIORITY II, III, & IV	9.34	9.37	-0.3%	12.14	10.14
PRIORITY I	7.51	6.02	24.8%	6.18	6.28
<b>EMERGENCY COMMUNICATIONS</b>					
ALL DISPATCHED CALLS FOR SERVICE	2238	2290	-2%	18066	22768
9-1-1 CALLS (PHONE CALLS)	1694	1135	49%	10978	10435
<b>PERSONNEL DATA</b>					
AUTHORIZED SWORN		24			
AUTHORIZED SWORN ACTUAL		24			
AUTHORIZED SWORN VACANCIES		0			
ACTUAL SWORN (PT)		4			
AUTHORIZED RESERVE STRENGTH		5			
ACTUAL RESERVE STRENGTH		0			
SUPPORT SERVICE MANAGER (FT)		1			
SUPPORT SERVICE MANAGER (FT) VACANCIES		0			
DISPATCH SUPERVISOR (FT)		1			
DISPATCH SUPERVISOR (FT) VACANCIES		0			
AUTHORIZED CIVILIAN PST (FT)		6			
AUTHORIZED CIVILIAN PST (FT) VACANCIES		1			
AUTHORIZED CIVILIAN PST (PT)		5			
AUTHORIZED CIVILIAN PST (PT) VACANCIES		3			
AUTHORIZED CIVILIAN SST (FT)		3			
AUTHORIZED CIVILIAN SST VACANCIES		0			
SCHOOL CROSSING GUARD (PT)		3			
SCHOOL CROSSING GUARD (PT) VACANCIES		0			
AUTHORIZED OFFICERS PER 1000 POP.		1.49			
TOTAL EMPLOYEES PER 1000		1.80			

**SEAGOVILLE POLICE DEPARTMENT  
POLICE CHIEF'S MONTHLY REPORT**

	September 2019	September 2018	%	2019 YEAR TO DATE	2018 YEAR TO DATE
<b>ALARM CALLS FOR SERVICE</b>					
TOTAL ALARMS RECEIVED	122	111	10%	1156	1154
TRUE ALARMS	1	3	-67%	5	5
FALSE ALARMS	121	108	12%	1151	1149
<b>VEHICLES IMPOUNDED</b>					
INCIDENTAL TO ARREST	15	7	114%	67	73
ABANDONED ROADWAY	3	1	200%	21	33
RECOVERED STOLEN	2	3	-33%	39	54
UNLICENSED DRIVER	2	0	0%	11	4
ACCIDENT	9	10	-10%	71	100
<b>WARRANTS SERVED</b>					
SEAGOVILLE COURTS	94	64	47%	521	515
OTHER COURTS	42	50	-16%	411	495
<b>CRIMINAL INVESTIGATIONS</b>					
NUMBER OF CASES RECEIVED	125	122	2%	1085	1127
CASES CLEARED BY ARREST	36	30	20%	211	265
FALSE REPORTS	0	0	0%	0	0
EXCEPTIONAL MEANS	10	7	43%	115	112
SUSPENDED / NO LEADS	34	45	-24%	304	310
OTHER / CLOSED	22	19	16%	200	248
UNFOUNDED	0	0	100%	16	6
REVENUE FRONT WINDOW	7979.46	6502.60	22.7%	115934.24	108414.45

**SEAGOVILLE POLICE DEPARTMENT  
POLICE CHIEF'S MONTHLY REPORT**

	September 2019	September 2018	% CHANGE	2019 YEAR TO DATE	2018 YEAR TO DATE	% CHANGE
<b>TRAFFIC</b>						
ACCIDENTS INVESTIGATED	10	14	-29%	108	92	17%
NON-INJURY ACCIDENTS	5	4	25%	68	50	36%
INJURY ACCIDENTS	5	9	-44%	40	40	0%
FATAL ACCIDENTS	0	1	-100%	0	0	0%
<b>CITATIONS</b>						
TOTAL CITATIONS ISSUED	105	91	15%	1049	1036	1%
TOTAL VIOLATIONS	164	145	13%	1561	1677	-7%
MOVING VIOLATIONS	57	40	43%	410	345	19%
NON-MOVING VIOLATIONS	107	105	2%	1151	1332	-14%
<b>ARRESTS</b>						
FELONY	3	2	50%	18	17	6%
MISDEMEANOR	9	5	80%	49	32	53%
ALCOHOL RELATED	6	3	100%	31	16	94%
DWI ARRESTS	2	1	100%	5	4	25%
PUBLIC INTOXICATION	4	2	100%	26	12	117%
MINOR POSSESSION	0	0	0%	0	0	0%
JUVENILE CUSTODY	3	1	200%	16	6	167%
TOTAL ARRESTS	49	45	9%	350	381	-8%
<b>POLICE RESPONSE DATA</b>						
POLICE CALLS FOR SERVICE	1841	985	86.9%	13592	9909	37%
<b>AVERAGE RESPONSE TIMES</b>						
PRIORITY II, III, & IV	9.34	9.37	-0.3%	12.14	10.14	19.7%
PRIORITY I	7.51	6.02	24.8%	6.18	6.28	-1.6%
<b>EMERGENCY COMMUNICATIONS</b>						
ALL DISPATCHED CALLS FOR SERVICE	2238	2290	-2%	18066	22768	-21%
9-1-1 CALLS (PHONE CALLS)	1694	1135	49%	10978	10435	5%
<b>PERSONNEL DATA</b>						
AUTHORIZED SWORN		24				
AUTHORIZED SWORN ACTUAL		24				
AUTHORIZED SWORN VACANCIES		0				
ACTUAL SWORN (PT)		4				
AUTHORIZED RESERVE STRENGTH		5				
ACTUAL RESERVE STRENGTH		0				
SUPPORT SERVICE MANAGER (FT)		1				
SUPPORT SERVICE MANAGER (FT) VACANCIES		0				
DISPATCH SUPERVISOR (FT)		1				
DISPATCH SUPERVISOR (FT) VACANCIES		0				
AUTHORIZED CIVILIAN PST (FT)		6				
AUTHORIZED CIVILIAN PST (FT) VACANCIES		1				
AUTHORIZED CIVILIAN PST (PT)		5				
AUTHORIZED CIVILIAN PST (PT) VACANCIES		3				
AUTHORIZED CIVILIAN SST (FT)		3				
AUTHORIZED CIVILIAN SST VACANCIES		0				
SCHOOL CROSSING GUARD (PT)		3				
SCHOOL CROSSING GUARD (PT) VACANCIES		0				
AUTHORIZED OFFICERS PER 1000 POP.		1.49				
TOTAL EMPLOYEES PER 1000		1.80				

**SEAGOVILLE POLICE DEPARTMENT  
POLICE CHIEF'S MONTHLY REPORT**

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<b>ALARM CALLS FOR SERVICE</b>						
TOTAL ALARMS RECEIVED	122	111	10%	1156	1154	0%
TRUE ALARMS	1	3	-67%	5	5	0%
FALSE ALARMS	121	108	12%	1151	1149	0%
<b>VEHICLES IMPOUNDED</b>						
INCIDENTAL TO ARREST	15	7	114%	67	73	-8%
ABANDONED ROADWAY	3	1	200%	21	33	-36%
RECOVERED STOLEN	2	3	-33%	39	54	-28%
UNLICENSED DRIVER	2	0	0%	11	4	175%
ACCIDENT	9	10	-10%	71	100	-29%
<b>WARRANTS SERVED</b>						
SEAGOVILLE COURTS	94	64	47%	521	515	1%
OTHER COURTS	42	50	-16%	411	495	-17%
<b>CRIMINAL INVESTIGATIONS</b>						
NUMBER OF CASES RECEIVED	125	122	2%	1085	1127	-4%
CASES CLEARED BY ARREST	36	30	20%	211	265	-20%
FALSE REPORTS	0	0	0%	0	0	0%
EXCEPTIONAL MEANS	10	7	43%	115	112	3%
SUSPENDED / NO LEADS	34	45	-24%	304	310	-2%
OTHER / CLOSED	22	19	16%	200	248	-19%
UNFOUNDED	0	0	100%	16	6	167%
REVENUE FRONT WINDOW	7979.46	6502.60	22.7%	115934.24	108414.45	6.9%

**2019 Crime Statistics**  
**Seagoville Police Department**

**SEAGOVILLE POLICE DEPARTMENT**  
**CONSOLIDATION OF MONTHLY CRIMINAL ACTIVITY**

UNIFORM CLASSIFICATION OF OFFENSES	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	This year to date	Last year to date		%+- For Same Period Last Year
1A. CRIMINAL HOMICIDE: MURDER	0	0	0	0	0	0	0	0	0				0	0	0	0.00%
1B. MANSLAUGHTER BY NEGLIGENCE	0	0	0	0	0	0	0	0	0				0	0	0	0.00%
2. FORCIBLE RAPE	0	0	0	0	0	0	0	1	1				2	0	2	100.00%
3. ROBBERY	0	0	1	0	1	0	0	1	1				4	2	2	100.00%
4. AGGRAVATED ASSAULT	1	0	3	0	0	2	0	1	0				7	6	1	16.67%
5. BURGLARY-BREAKING OR ENTERING	5	7	5	8	6	6	6	2	20				65	53	12	22.64%
6. THEFT - LARCENY	17	25	22	16	11	15	17	12	7				142	152	-10	-6.58%
7. MOTOR VEHICLE THEFT	14	12	5	4	12	8	4	8	8				75	79	-4	-5.06%
8. ARSON	0	0	0	0	0	0	0	0	0				0	0	0	0.00%
TOTAL - PART I OFFENSES													295	292	3	1.03%



## *Mayoral Proclamation*

**WHEREAS**, dyslexia a disability that affects men, women, and children making it hard to function in our society; and

**WHEREAS**, some of the symptoms of dyslexia include complications in reading comprehension, spelling, and decoding abilities; and

**WHEREAS**, those affected with dyslexia are able to overcome these challenges through early diagnosis, intervention, and proper educational programs; and

**WHEREAS**, organizations, such as Empower Dyslexia, share knowledge to develop solutions for dyslexia and help individuals with dyslexia achieve full potential.

**NOW, THEREFORE**, I, Dennis K. Childress, Mayor of the City of Seagoville, Texas do hereby urge all citizens to join me in supporting all organizations that provide solutions to dyslexia.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Seagoville, Texas to be affixed this 4<sup>th</sup> day of November, 2019.

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*Mayor Dennis K. Childress*

*The City of Seagoville, Texas*

# *Consent Session Agenda Item: 1*

**Meeting Date: November 4, 2019**

**ITEM DESCRIPTION:**

Consider approving City Council Meeting minutes for October 7, 2019.

**BACKGROUND OF ISSUE:**

Approve City Council Meeting minutes for October 7, 2019.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval.

**EXHIBITS:**

October 7, 2019 Work Session Minutes  
October 7, 2019 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL  
WORK SESSION  
OCTOBER 7, 2019**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, October 7, 2019, 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 Victoria Thomas, Water Utilities Director Chris Ryan, Police Sergeant Karl Bailey, Animal Control Office Justin Harley, Seagoville Economic Development Assistant Don Cole, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**B. Aqua Metric Water Meter Presentation**

*Water Utilities Director Ryan introduced Justin Hamilton, Manager of Strategic Sales for Aqua Metric Sales Company.*

*Manager of Strategic Sales Hamilton presented Aqua Metric Water Meters.*

**A. Discuss regular session agenda items**

**16. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the purchase of an Advanced Metering Infrastructure (“AMI”) system from and installed by Thirkettle Corporation, D/B/A Aqua Metric Sales Company in an amount not to exceed One Million, Eight Hundred Thousand Dollars (1,800,000.00); authorizing the City Manager to execute an agreement or any documents necessary for the work to be performed; providing a severability clause; providing a repealing clause; and providing an effective date (Water Utilities Director)**

*Water Utilities Director Ryan stated this Resolution allows for the purchase of an Advanced Metering Infrastructure (“AMI”) system from and installed by Thirkettle Corporation, D/B/A Aqua Metric Sales Company.*

**17. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing a Tax Exempt Public Property Finance Act Contract with Government Capital Corporation, in an issuance amount not to exceed 1,822,500.00, to finance the purchase and installation of an Advanced Metering Infrastructure (“AMI”) system and cover the costs of issuance; authorizing the City Manager to execute the contract and any documents necessary to accomplish; providing a severability clause; and providing an effective date (Water Utilities Director)**

*Water Utilities Director Ryan stated this Resolution allows for the financing of the Advanced Metering Infrastructure (“AMI”) system.*

*Councilmember Fruin asked how long it will take to install all of the meters. Water Utilities Director Ryan stated it will take six (6) months for installation.*

*City Manager Stallings stated Agenda Item #18 will be moved to Agenda Item #4.*

**18. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Seagoville Economic Development Corporation's expenditure of \$99,950 to GSC Gale Sign Consultants for the purchase of a LED Sign; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (City Manager)**

*City Manager Stallings stated this Resolution approves the Seagoville Economic Development Corporation's expenditure of \$99,950 to GSC Gale Sign Consultants for the purchase of a LED Sign to be installed at C.O. Bruce Central Park. He also stated the sign company brought a display for everyone to see.*

*Dave Gale with GSC Gale Sign Consultants presented the LED Sign.*

*Mayor Pro Tem Epps asked if the sign will automatically dim. Dave Gale stated the sign will have sensor for automatically dimming.*

**C. Discuss riprap/boulders for pond at C.O. Bruce Park**

*Community Development Director Barr presented riprap/boulders for the pond at C.O. Bruce Park.*

*Council directed Staff to use boulders for erosion control at C.O. Bruce Central Park.*

**Adjourned at 7:13 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  
OCTOBER 7, 2019**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:30 p.m. on Monday, October 7, 2019, 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 Victoria Thomas, Economic Development Director Don Cole, Police Sergeant Karl Bailey, Animal Control Officer Justin Harley, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

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

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

**Mayor's Report** – *None.*

**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 Meeting minutes for September 12, 2019 and September 16, 2019 (City Secretary)**

- 2. Consider approving a Resolution of the City of Seagoville, Texas designating the Daily Commercial Record as the official newspaper for the City of Seagoville, Texas; providing for repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date (City Secretary)**

*Motion to approve Consent Agenda as read – Magill, seconded by Howard; motion passed with all ayes. 5/0*

**REGULAR AGENDA-**

- 18. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Seagoville Economic Development Corporation's expenditure of \$99,950 to GSC Gale Sign Consultants for the purchase of a LED Sign; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (City Manager)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving the Seagoville Economic Development Corporation's expenditure of \$99,950 to GSC Gale Sign Consultants for the purchase of a LED Sign; authorizing the City Manager to execute any and all necessary documents; and providing an effective date – Magill, seconded by Hernandez; motion passed with all ayes. 5/0*

- 3. Conduct interviews with Boards & Commission Applicant for appointment (City Secretary)**

*City Secretary Jackson stated the Keep Seagoville Beautiful Commission has vacancies for Place Two (2), Place Three (3), and Place Four. She also stated Carolyn Jackson submitted an application to fill one of the vacancies.*

*Motion to appoint Carolyn Jackson to Place Two (2) on the Keep Seagoville Beautiful Commission – Hernandez, seconded by Howard; motion passed with all ayes. 5/0*

- 4. First Reading – Consider approval of Resolution No. 46-R-2019 approving an Economic Development Grant from the Seagoville Economic Development Corporation to JWWIV, LLC in the amount of \$430,000 to offset the purchase price for the sale of the property owned by the Seagoville Economic Development Corporation and located at 2108 N. Highway 175 and 2110 N. Highway 175, Seagoville, Dallas County, Texas (City Manager)**

*First Reading - Consider approval of Resolution No. 46-R-2019 approving an Economic Development Grant from the Seagoville Economic Development Corporation to JWWIV, LLC in the amount of \$430,000 to offset the purchase price for the sale of the property owned by the Seagoville Economic Development Corporation and located at 2108 N. Highway 175 and 2110 N. Highway 175, Seagoville, Dallas County, Texas.*

**5. Conduct a public hearing on a request to change the zoning on approximately 20+ acres of Tract 1 of Jeremiah H. Halford Abstract 570 located approximately 150+ feet northwest of the intersection of Lasater Road and Wynnegate Drive in Seagoville, Dallas County, Texas, from AG, Agriculture, to PD-19-02 for residential development (Community Development Director)**

*Mayor Childress opened the public hearing at 7:35 p.m.*

*No one spoke for or against.*

*Mayor Childress closed the public hearing at 7:35 p.m.*

*Pat Atkins stated he would like to speak concerning the zone change.*

*Mayor Childress opened the public hearing at 7:35 p.m.*

*Developer Pat Atkins at 3076 Hays Lane, Rockwall, Texas explained the development and stated this parcel of land is in Dallas, Mesquite and Seagoville.*

*Mayor Childress closed the public hearing at 7:41 p.m.*

**6. Discuss and consider approving an Ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Agriculture (AG), to Planned Development - Residential (PD-19-02) for approximately 20.351+ acres of land described as Tract 1 of Jeremiah H. Halford Abstract 570, being located approximately 150+ feet northwest of the intersection of Lasater Road and Wynnegate Drive, Seagoville, Dallas County, Texas, and being legally described and depicted in Exhibit “A”, attached hereto and incorporated herein; providing for development regulations; providing for the approval of the concept plan, which is attached hereto and incorporated herein as Exhibit “A”; providing for a repealing clause; providing for a severability clause; providing for a savings clause; providing a penalty fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)**

*Motion to approve an Ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Agriculture (AG), to Planned Development - Residential (PD-19-02) for approximately 20.351+ acres of land described as Tract 1 of Jeremiah H. Halford Abstract 570, being located approximately 150+ feet northwest of the intersection of Lasater Road and Wynnegate Drive, Seagoville, Dallas County, Texas, and being legally described and depicted in Exhibit “A”, attached hereto and incorporated herein; providing for development regulations; providing for the approval of the concept plan, which is attached hereto and incorporated herein as Exhibit “A”; providing for a repealing clause; providing for a severability clause; providing for a savings clause; providing a penalty fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date – Hernandez, seconded by Howard; motion passed. 4/1 (For: Hernandez, Howard, Fruin, Epps; Against: Magill)*

**7. Receive a presentation concerning Animal Shelter Operations, the volunteer group known as STAAR, and an insight on entities that help provide forever homes to animals (Police Chief & Sergeant Bailey)**

*City Manager Stallings stated he asked Seagoville Texas Animal Advocates and Rescue (STAAR) to provide an update due to questions concerning their operations.*

*Police Sergeant Karl Bailey provided statistics concerning the needs of the animals that are met by the Seagoville Animal Services. He explained such things as adoption events, the importance of spaying and neutering, vaccinations, and working with rescues.*

**8. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of two (2) 2020 Chevrolet Tahoe Police vehicles including the installation of all emergency equipment in each vehicle for an amount not to exceed One Hundred Twenty Five Thousand Seven Hundred Seventy Two Dollars and No Cents (\$125,772.00) from Holiday Chevrolet; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date (Police Chief)**

*Motion to approve a Resolution of the City of Seagoville, Texas, authorizing the purchase of two (2) 2020 Chevrolet Tahoe Police vehicles including the installation of all emergency equipment in each vehicle for an amount not to exceed One Hundred Twenty Five Thousand Seven Hundred Seventy Two Dollars and No Cents (\$125,772.00) from Holiday Chevrolet; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date – Fruin, seconded by Magill; motion passed with all ayes. 5/0*

**9. Discuss and consider approving a Resolution of the City of Seagoville, Texas authorizing the purchase of one (1) 2020 Chevrolet 1500 Silverado 4x2 crew cab pickup in an amount not to exceed \$25,710.00 from Caldwell Country and installation of equipment and graphics in an amount not to exceed \$3,563.01 from Pursuit Safety, Inc. for a total cost of \$29,273.01, and authorizing the City Manager to disburse funds; and providing an effective date (Community Development Director)**

*Motion to approve a Resolution of the City of Seagoville, Texas authorizing the purchase of one (1) 2020 Chevrolet 1500 Silverado 4x2 crew cab pickup in an amount not to exceed \$25,710.00 from Caldwell Country and installation of equipment and graphics in an amount not to exceed \$3,563.01 from Pursuit Safety, Inc. for a total cost of \$29,273.01, and authorizing the City Manager to disburse funds; and providing an effective date – Fruin, seconded by Hernandez; motion passed with all ayes. 5/0*

**10. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of one (1) 2019 MAXXD D7X 72” Trailer in an amount not to exceed \$7,320.71 from North Texas Trailers through the Buy Board Cooperative Purchasing Program, and authorizing the City Manager to disburse funds; and providing an effective date (Community Development Director)**

*In response to a question by Councilmember Magill, City Manager Stallings stated the trailer will be used for trash that is dumped and Code Enforcement is tasked with picking up.*

**11. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of one (1) John Deere 1200A Bunker and Field Rake in an amount not to exceed \$14,197.41 from Austin Turf and Tractor through the Buy Board Cooperative Purchasing Program, and authorizing the City Manager to disburse funds; and providing an effective date (Community Development Director)**

*Motion to approve a Resolution of the City of Seagoville, Texas, authorizing the purchase of one (1) John Deere 1200A Bunker and Field Rake in an amount not to exceed \$14,197.41 from Austin Turf and Tractor through the Buy Board Cooperative Purchasing Program, and authorizing the City Manager to disburse funds; and providing an effective date – Howard.*

*Councilmember Magill asked a question concerning the use of the rake. City Manager Stallings explained it will help with the upkeep of the baseball fields.*

*Motion seconded by Magill; motion passed with all ayes. 5/0*

**12. Discuss and consider approving a Resolution of the City of Seagoville, Texas authorizing the purchase of one (1) 2020 Chevrolet 1500 Silverado 4x2 double cab pickup in an amount not to exceed \$23,729.00 from Caldwell Country and installation of equipment and graphics in an amount not to exceed \$3,563.01 from Pursuit Safety, Inc. for a total cost of \$27,292.01, and authorizing the City Manager to disburse the funds; and providing an effective date (Community Development Director)**

*Motion to approve a Resolution of the City of Seagoville, Texas authorizing the purchase of one (1) 2020 Chevrolet 1500 Silverado 4x2 double cab pickup in an amount not to exceed \$23,729.00 from Caldwell Country and installation of equipment and graphics in an amount not to exceed \$3,563.01 from Pursuit Safety, Inc. for a total cost of \$27,292.01, and authorizing the City Manager to disburse the funds; and providing an effective date – Fruin, seconded by Howard; motion passed with all ayes. 5/0*

**13. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Services on a Task Order Basis for assistance with the City’s Storm Water Management Plan as set forth in Exhibit “1” and Task Order Authorization No 1 which is attached thereto as Exhibit “A”, in an amount not to exceed \$28,000.00; Authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Water Utilities Director)**

*Motion to approve a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Services on a Task Order Basis for assistance with the City’s Storm Water Management Plan as set forth in Exhibit “1” and Task Order Authorization No 1 which is attached thereto as Exhibit “A”, in an amount not to exceed \$28,000.00; Authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 5/0*

**14. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Task Order Basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit "1", and Exhibit "A" attached thereto, in an amount not to exceed Thirty Thousand Dollars (\$30,000); authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Water Utilities Director)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Task Order Basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit "1", and Exhibit "A" attached thereto, in an amount not to exceed Thirty Thousand Dollars (\$30,000); authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes 5/0*

**15. Discuss and consider approving 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 (“Agreement”) with Halff Associates, Inc. for the purpose of providing Professional Engineering Services to facilitate the Pre-Design Study for the Northern Basin Interceptor System and to begin property acquisition in an amount not to exceed \$275,000.00; authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date (Water Utilities Director)**

*Motion to approve 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 (“Agreement”) with Halff Associates, Inc. for the purpose of providing Professional Engineering Services to facilitate the Pre-Design Study for the Northern Basin Interceptor System and to begin property acquisition in an amount not to exceed \$275,000.00; authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 5/0*

**16. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the purchase of an Advanced Metering Infrastructure (“AMI”) system from and installed by Thirkettle Corporation, D/B/A Aqua Metric Sales Company in an amount not to exceed One Million, Eight Hundred Thousand Dollars (1,800,000.00); authorizing the City Manager to execute an agreement or any documents necessary for the work to be performed; providing a severability clause; providing a repealing clause; and providing an effective date (Water Utilities Director)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas authorizing the purchase of an Advanced Metering Infrastructure (“AMI”) system from and installed by Thirkettle Corporation, D/B/A Aqua Metric Sales Company in an amount not to exceed One Million, Eight Hundred Thousand Dollars (1,800,000.00); authorizing the City Manager to execute an agreement or any documents necessary for the work to be performed; providing a severability clause; providing a repealing clause; and providing an effective date – Fruin, seconded by Hernandez; motion passed with all ayes. 5/0*

**17. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing a Tax Exempt Public Property Finance Act Contract with Government Capital Corporation, in an issuance amount not to exceed 1,822,500.00, to finance the purchase and installation of an Advanced Metering Infrastructure (“AMI”) system and cover the costs of issuance; authorizing the City Manager to execute the contract and any documents necessary to accomplish; providing a severability clause; and providing an effective date (Water Utilities Director)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas authorizing a Tax Exempt Public Property Finance Act Contract with Government Capital Corporation, in an issuance amount not to exceed 1,822,500.00, to finance the purchase and installation of an Advanced Metering Infrastructure (“AMI”) system and cover the costs of issuance; authorizing the City Manager to execute the contract and any documents necessary to accomplish; providing a severability clause; and providing an effective date – Fruin, seconded by Magill; motion passed with all ayes. 5/0*

**19. Discuss and consider approving a Resolution approving the Seagoville Economic Development Corporation's expenditure to Griffith Roofing Company, Inc. to perform the roof repairs set forth in the scope of work attached hereto as Exhibit "A" in an amount not to exceed Fifteen Thousand Dollars and No Cents (\$15,000.00) and authorizing the City Manager to execute any and all necessary documents; and providing an effective date (City Manager)**

*Motion to approve a Resolution approving the Seagoville Economic Development Corporation's expenditure to Griffith Roofing Company, Inc. to perform the roof repairs set forth in the scope of work attached hereto as Exhibit "A" in an amount not to exceed Fifteen Thousand Dollars and No Cents (\$15,000.00) and authorizing the City Manager to execute any and all necessary documents; and providing an effective date – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**20. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute a Work Order Authorization Agreement with Halff Associates, Inc. for Professional Engineering Services on a Task Order Basis for Development Plan Review Assistance; in an amount not to exceed Twenty Nine Thousand Five Hundred Dollars and No Cents (\$29,500.00); and providing an effective date (Community Development Director)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute a Work Order Authorization Agreement with Halff Associates, Inc. for Professional Engineering Services on a Task Order Basis for Development Plan Review Assistance; in an amount not to exceed Twenty Nine Thousand Five Hundred Dollars and No Cents (\$29,500.00); and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 5/0*

**21. Receive an update concerning the Woodside Drainage Project completion (Community Development Director)**

*Community Development Director Barr provided an update concerning the Woodside Drainage Project completion.*

**22. Second Reading - Consider approval of Resolution No. 46-R-2019 approving an Economic Development Grant from the Seagoville Economic Development Corporation to JWWIV, LLC in the amount of \$430,000 to offset the purchase price for the sale of the property owned by the Seagoville Economic Development Corporation and located at 2108 N. Highway 175 and 2110 N. Highway 175, Seagoville, Dallas County, Texas (City Manager)**

*Motion to approve Resolution No. 46-R-2019 approving an Economic Development Grant from the Seagoville Economic Development Corporation to JWWIV, LLC in the amount of \$430,000 to offset the purchase price for the sale of the property owned by the Seagoville Economic Development Corporation and located at 2108 N. Highway 175 and 2110 N. Highway 175, Seagoville, Dallas County, Texas – Magill, seconded by Howard; motion passed with all ayes. 5/0*

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

*Councilmember Hernandez stated he would like Council to see the letter from Atmos that was provided on the dais concerning the rates. He also stated the rates are lower than Atmos originally proposed.*

**24. 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.*

**25. Recess into Executive Session at 8:32 p.m.**

**Council will recess into Executive Session in compliance with Texas Government Code:**

- A. Section § 551.071. Consultation with attorney to seek legal advice regarding pending litigation or settlement offer: Charles Miller v. Board of Adjustment, City of Seagoville, Cause No. DC-19-10489 in the 134<sup>th</sup> Judicial District Court of Dallas County, Texas**
- B. Section § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager**
- C. Section § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary**
- D. Section § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney**

**26. Reconvene into Regular Session at 9:03 p.m.**

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

- A. Section § 551.071. Consultation with attorney to seek legal advice regarding pending litigation or settlement offer: Charles Miller v. Board of Adjustment, City of Seagoville, Cause No. DC-19-10489 in the 134<sup>th</sup> Judicial District Court of Dallas County, Texas**

*Motion to authorize the City Attorney to negotiate based on discussion in Executive Session – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

- B. Section § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager**

*No motion.*

- C. Section § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary**

*Motion to provide a two (2) percent salary increase to the City Secretary – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

- D. Section § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney**

*No motion.*

**Adjourned at 9:04 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary

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

**Meeting Date:** November 4, 2019

**ITEM DESCRIPTION:**

Discuss parking in fire lane behind Valero

**BACKGROUND OF ISSUE:**

Councilmember Fruin requested this item be put on the agenda.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

N/A

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

**Meeting Date: November 4, 2019**

### **ITEM DESCRIPTION:**

Conduct interviews with Boards & Commissions Applicant for appointment.

### **BACKGROUND OF ISSUE:**

At this time, Place Six (6) and Place Seven (7) are vacant on the Planning & Zoning Commission. Mr. Tyree Roberson has submitted an application to fill one of the vacancies on the aforementioned board. In compliance with Ordinance No. 24-2019, a criminal background check has been completed for Mr. Tyree.

In the past City Council has interviewed all boards and commission applicants. At this time, brief interviews may be conducted with the applicants. For your convenience, a list of appointments has been provided.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

List of appointments

**CITY PLANNING & ZONING COMMISSION**

	Place	Appt. Date	Term Expires
Olu Olajimi	1	6/2019	6/2021
Mike Dupuis (Chair)	2	6/2016	6/2020
Charles Galbreth	3	6/2019	6/2021
Tommy Lemond	4	8/2019	6/2021
David Grimes (Vice-Chair)	5	6/2018	6/2020
Vacant	6		
Vacant	7		

Reappointees:	New Applicants:
	Tyree Roberson

**BOARD OF ADJUSTMENTS**

	Place	Appt. Date	Term Expires
Jerry Yearout (Chair)	1	7/2015	6/2021
Sidney M. Sexton, Jr.	2	8/2013	6/2020
Vacant	3		
Nancy Ashley (Vice-Chair)	4	6/2016	6/2020
Lorin Mullens	5	6/2016	6/2020
Vacant	Alt. #1		
Vacant	Alt. #2		

Reappointees:	New Applicants:

**ANIMAL SHELTER OVERSIGHT COMMITTEE**

	Place	Appt. Date	Term Expires
Dr. Karen Williams	1	11/2018	6/2020
Sgt. Karl Bailey	2		
Bettye Baker	3	8/2012	6/2020
Justin Harley	4		
David Grimes	5	11/2017	6/2021

Reappointees:	New Applicants:

**LIBRARY BOARD**

	Place	Appt. Date	Term Expires
Vacant	1		
Reba Groblebe (Vice-Chair)	2	6/2008	6/2020
Mary Graham	3	6/2009	6/2021
Judy Whitehead	4	6/2016	6/2020
Pat Bearden (Chair)	5	6/2007	6/2021
Renee Dominguez	6	6/2017	6/2021

Reappointees:	New Applicants:

**KEEP SEAGOVILLE BEAUTIFUL COMMISSION**

	Place	Appt. Date	Term Expires
Bonnie Goodson	1	7/2019	6/2021
Carolyn Jackson	2	9/2019	6/2021
Vacant	3		
Vacant	4		
Charlotte Hernandez (Chair)	5	6/2009	6/2021
Kara Dodson (Vice-Chair)	6	7/2014	6/2020

Reappointees:	New Applicants:

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION**

	Place	Appt. Date	Term Expires
Barbara Sherman	1	7/2015	6/2021
F.L. Stepper Sebastian	2	6/2008	6/2020
Martin Ashley	3	11/2016	6/2020
Vacant	4		
Jose Hernandez (Chair)	5	1/2016	6/2021
Harold Magill (Vice-Chair)	6	6/2016	6/2021
Vacant	7		

Reappointees:	New Applicants:

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

**Meeting Date: November 4, 2019**

### **ITEM DESCRIPTION:**

Discuss and consider approving the Grossman Design Build, LLC Letter of Intent concerning Fire Station #2.

### **BACKGROUND OF ISSUE:**

The Letter of Intent is designed to set forth the general terms and conditions upon which Grossman Design Build, LLC is willing to proceed with negotiating and entering into a Design-Build Contract for Fire Station #2. The Letter of Intent is based on the project specifications detailed in the Guaranteed Maximum Price (GMP) dated October 29, 2019. This letter evidences the mutual willingness of Grossman Design Build, LLC and Owner to work together in good faith to negotiate and execute a Design-Build Contract.

### **FINANCIAL IMPACT:**

### **RECOMMENDATION:**

Staff recommends approval

### **EXHIBITS:**

Letter of Intent



***Via Email***

City of Seagoville Fire Department  
City Manager: Pat Stallings  
Fire Chief: Todd Gilcrease  
702 N. U.S. Highway 175  
Seagoville, TX 75159

RE: Letter of Intent – Design-Build Contract for the City of Seagoville Fire Department Station #2 located at 1189 E. Simmons Rd. Seagoville, TX 75159 (the “Project”)

Dear City of Seagoville:

The purpose of this letter is to set forth the general terms and conditions upon which Grossman Design Build, LLC (“GDB”) is willing to proceed with negotiating and entering into a Design-Build Contract for the Project referenced above based on the project specifications detailed in the GMP dated October 29, 2019. This letter evidences the mutual willingness of GDB and Owner to work together in good faith to negotiate and execute a Design-Build Contract. This letter is not intended to create a binding commitment, except and unless expressly provided elsewhere herein.

1. **Scope of Design-Build Contract:**

- a. **Detailed Design:** GDB shall prepare, or cause to be prepared, any and all plans, specifications, drawings, designs required to build and construct the Project, including any architectural and/or engineered plans (the “Detailed Design Plans”).
- b. **Construction:** GDB shall build, construct and install the Project in accordance with the Detailed Design Plans and applicable building code.
- c. **Contract Sum:** Initial GMP pricing is based upon the specifications and details from the GMP provided to the City of Seagoville FD on October 29, 2019. The Design-Build Contract shall set out the total price to perform all Detailed Design and Construction services and work (the “Contract Sum”). If the Owner desires any changes to scope of work or specifications pertaining to the GMP, pricing is subject to change.

2. **General Time Frame:**

- a. **Submission of Detailed Design Plans:** Within 75 days of execution of the Design-Build Contract, GDB shall have prepared and submitted the Detailed Design Plans for permitting approval.
- b. **Commencement of Construction:** Within 30 days after all necessary permits have been issued by the proper authorities, GDB shall begin construction of the project. Within 300 days of starting construction, GDB will be substantially complete with the Project, subject to any extensions of time due to excusable delays, or delays due to the action or inaction of Owner.
- c. **Achievement of Final Completion:** Final completion of the Project will occur within thirty (30) days of Substantial Completion.

3. **Contract Terms:** The following are certain terms/conditions that will be included in the Design-Build Contract. Barring exceptional circumstances, GDB is not willing to negotiate or revise these terms/conditions:

- a. **Substantial Completion:** “Substantial Completion” is the stage in the progress of the work when the Project, or a designated portion thereof, is sufficiently complete in accordance with the Detailed Design Plans so that Owner can occupy or utilize the Project for its intended purposes. Substantial Completion occurs upon approval by the independent third-party inspectors set forth in the Design Build Contract. Upon achievement of Substantial Completion, GDB and Owner shall walk through of the Project and create a final punch list that specifies items needed to be completed in order to achieve Final Completion (“Substantial Completion Punch List”). Any items not included in the Substantial Completion Punch List will not be determinative as to whether Final Completion has been achieved.

- (1) At the time of Substantial Completion, GDB may terminate or release its Builder’s Risk Insurance, and if applicable, any payment or performance bonds. Owner shall put in place its own insurance coverage for the Project. GDB will terminate all utilities operated or maintained by it, and Owner shall arrange for utility services for the Project. All warranties shall commence on the date of Substantial Completion, and all time limits shall begin to run on the date of Substantial Completion.

- b. **Final Completion:** “Final Completion” is the completion of all work required by the Design Build Contract in accordance with the Detailed Design Plans, and any changes thereto. Final Completion occurs upon completion of the Substantial Completion Punch List. When GDB believes that Final Completion has been achieved, Owner and GDB shall walk through the Project to determine and confirm that all items included in the Substantial Completion Punch List have been completed and/or performed. Owner and GDB shall mutually agree that Final Completion has been achieved, and Owner

and GDB shall each execute a Certificate of Final Completion. Owner shall pay GDB all remaining sums due to GDB within fifteen (15) days of Final Completion.

c. **Change Orders/Change Directives:** Any additional cost or adjustment to the Contract Sum due to a change requested and/or ordered by Owner (regardless of name or label associated with such change) shall be calculated as follows: (i) actual cost of all materials, labor, professional services, rental expenses, transportation, insurance premiums or bonds associated with the change request or change order; plus (ii) plus fifteen percent (15%) for GDB's overhead and profit.

d. **Extensions of Contract Time/Excusable Delays:** GDB shall be entitled to a reasonable extension of Contract Time in the event that GDB is delayed at any time in the commencement or progress of work by: (i) an act, omission or neglect of Owner (including any employees, agents or representatives of Owner); (ii) any work performed by Owner's own work forces and/or separate contractors; (iii) changes ordered by the Owner; (iv) labor disputes, fire, acts of God unusual delay in deliveries, unavoidable accidents, circumstances, or casualties or other causes beyond GDB's control; (v) adverse weather conditions that prevent and/or do not permit the safe and proper performance of the Work; (vi) Owner's failure to make timely selections required under or contemplated by the Design Build Contract; (vii) delay authorized by Owner due to dispute resolution between GDB and Owner; and/or other causes that GDB asserts, and neutral third party agrees, justifies a delay ("Excusable Delays").

e. **Liquidated Damages:** In the event liquidated damages are agreed to by GDB in the Design Build Contract, liquidated damages shall never exceed \$300.00 a day.

4. **Exclusivity:** For a period of ninety (90) days following execution of this Letter of Intent, Owner will not, directly or indirectly: (i) solicit, initiate, or engage any other design-build firm, architecture firm, contractor or construction company for the purpose of designing and/or constructing the Project; or (ii) participate in any discussions or negotiations regarding the design and/or construction of the Project with any other design-build firm, architecture firm, contractor or construction company. Nothing herein prevents or excludes Owner from retaining an architect, engineer, design professional or contractor for the purposes of assisting and/or advising Owner in the negotiations of the Design-Build Contract.

5. **Conceptual/Preliminary Design Plans:** If GDB prepared any conceptual and/or preliminary drawings, plans, concepts, designs, and/or specifications ("Conceptual Plans") pursuant to a Preliminary Consultation and Conceptual Design Contract, the Conceptual Plans remain the sole and exclusive property of GDB and constitute the confidential and proprietary information of GDB. The Conceptual Plans shall only become the property of Owner in the event that GDB and Owner execute a Design-Build Contract and Owner pays GDB for all amounts owed under said contract to GDB.

6. **Confidentiality:** Owner acknowledges the confidential and proprietary nature of the Conceptual Plans, GDB's design phase and business in general. Owner agrees to treat as

confidential all information received from GDB, including the Conceptual Plans, whether such information has already been furnished or will be furnished in connection with the Conceptual Plans and/or Design-Build Contract. Owner agrees not to use, divulge or otherwise communicate any of GDB's confidential information to any third party. GDB acknowledges the confidential and proprietary nature of the Project and/or Owner's intended use for the Project. GDB agrees to treat as confidential all information received from Owner related to the Project, whether such information has already been furnished or will be furnished. GDB agrees not to use, divulge or other communicate any of Owner's confidential information to any third party, except in furtherance of the Project. For purposes of this paragraph, disclosure or misuse of confidential does not include: (i) the communication or disclosure to any architect, engineer, subcontractor or supplier used by GDB to perform work or services pursuant to the Design-Build Contract; (ii) the communication or disclosure to any government or city official for purposes of obtaining any plats or permits required to perform work in furtherance of the Project; and/or (iii) responding to any court order, subpoena, or as otherwise required by applicable law.

If the foregoing meets with your approval, please indicated by signing the Letter of Intent in the space provided below and return the originally signed Letter of Intent to GDB.

Sincerely,

**GROSSMAN DESIGN BUILD, LLC**  
a Texas limited liability company

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

**APPROVED AND ACCEPTED:**

**OWNER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

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

**Meeting Date:**                    **November 4, 2019**

### **ITEM DESCRIPTION:**

Conduct a public hearing on a request to change the zoning from Planned Development - Apartments (PD-A) and Planned Development – Local Retail (PD-LR) to Planned Development – Commercial (PD-19-03) for approximately 5.6± acres of the land described as Lot 2 Block 1 Seagoville Place Addition, commonly referred to as 2110 North Highway 175, and Lot 1 Block 1 Seagoville Place Re-Plat, commonly referred to as 2108 North Highway 175, Seagoville, Dallas County, Texas.

### **BACKGROUND OF ISSUE:**

The land is currently unimproved (vacant) and is located on the east corner of East Simonds Road at its intersection with the westbound Highway 175 frontage road.

The Seagoville Economic Development Corporation has purchased the property as an economic incentive to aid future development. The EDC is requesting a change in zoning for both parcels to PD-C, Plan Development with Commercial base zoning.

The subject area is in 2 parcels. The parcel on the corner of East Simonds Road and the Highway 175 frontage road is slightly larger than 1-acre in size and was zoned PD-LR, Plan Development with Local Retail base zoning, by Ordinance 580 in November 1984. The second parcel is over 4-acres in size and was zoned PD-A, Plan Development with Apartment base zoning by amending Ordinance 616-Z in September 1986 that included the area that today is the Cedar Point Apartments complex.

A public hearing was held on September 10<sup>th</sup>. However, action on the item was tabled until concept plan was provided. A concept plan has now been provided and staff brought this back before the Planning and Zoning Commission for a recommendation on October 15<sup>th</sup>.

The existing zoning, land uses, and relevant portions of the City’s comprehensive plan are each referenced in the attached staff report. The report also provides a recommendation from Staff on whether the P&Z should deny or approve the applicant’s request.

### **FINANCIAL IMPACT:**

Not applicable

## **RECOMMENDATION:**

Besides the parcels in question, there are twenty-one (21) properties, three (3) public streets, plus Highway 175 and its frontage roads within 200-feet of the boundary of the subject area. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Friday, August 30, 2019. A legal ad was also published per the Texas Local Government Code in the Wednesday, August 28, 2019, edition of the Daily Commercial Record newspaper. No (zero) letters have been returned from adjoining owners either in favor or against the request. No (zero) letters have been returned as undeliverable by the U.S. Postal Service. Any responses received after the emailing of the packet to the Commissioners will be provided at the meeting. No one spoke at the Planning and Zoning Commission meeting.

For the City Council meeting, the owners of each parcel were again notified by mail on Friday, October 18, 2019. A legal ad was published again in the Tuesday, October 22, 2019, edition of the Daily Commercial Record newspaper. As of the date of this report, Tuesday, October 29, 2019, no (zero) additional letters have been returned as undeliverable by the U.S. Postal Service. Any additional responses received are attached in Exhibit 7. Responses received after the emailing of the packet will be provided at the meeting.

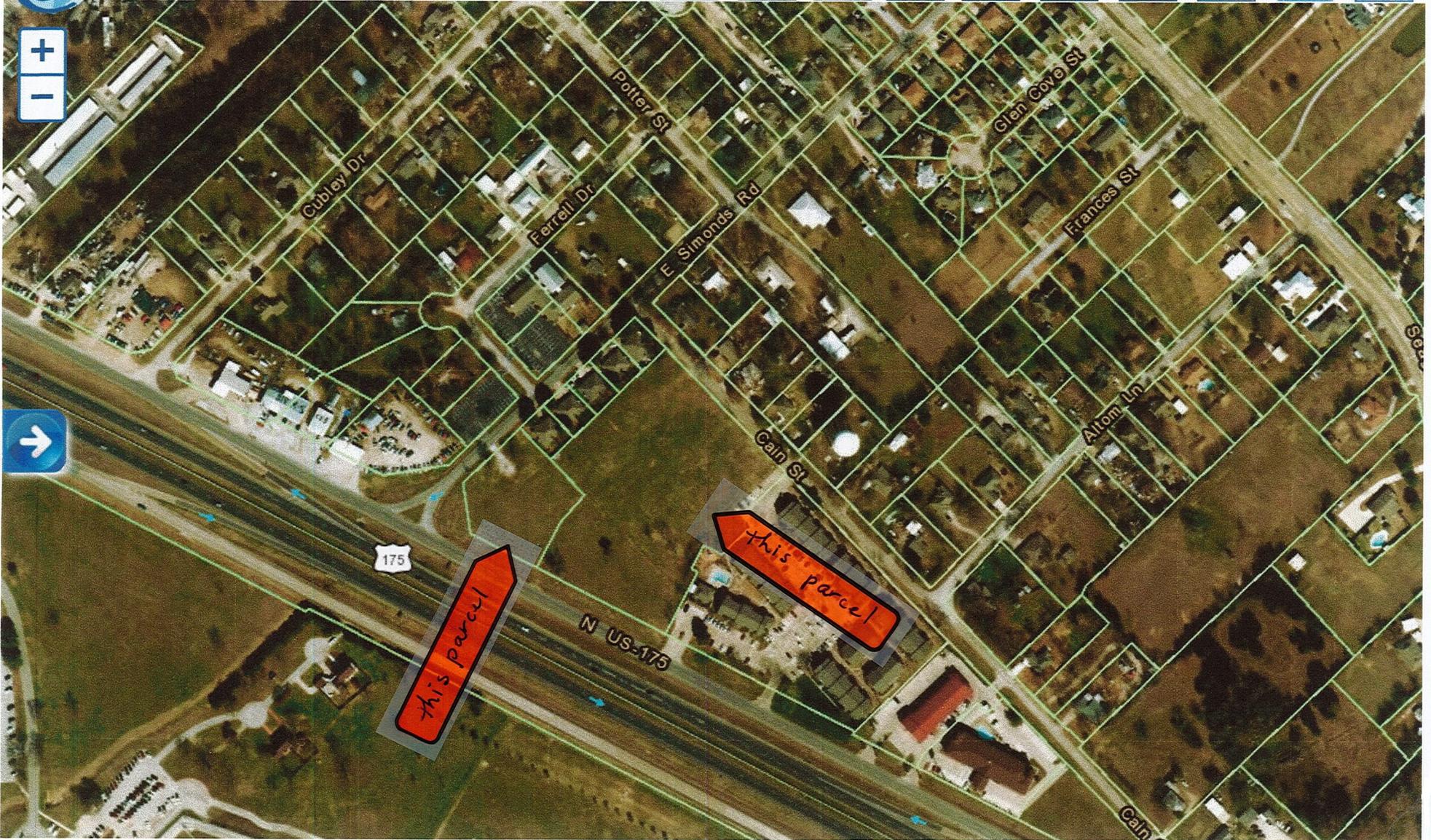
On October 15<sup>th</sup>, the Planning and Zoning Commission voted four (4) to zero (0) in favor of recommending approval with conditions of the request for a change in the zoning on approximately 5.6± acres, being Lot 2 Block 1 Seagoville Place Addition, commonly referred to as 2110 North Highway 175, and Lot 1 Block 1 Seagoville Place Re-plat, commonly known as 2108 North Highway 175, Seagoville, Dallas County, Texas, from PD-LR, Plan Development with Local Retail base zoning and PD-A, Plan Development with Apartment base zoning, to PD-C, Plan Development with base zoning of Commercial. The conditions of approval were the submittal (prior to City Council review of this application) of a revised concept plan showing the dimensions from the building to the property lines and the location of a code-required fire lane.

Staff also supports the requested change once the conditions of approval have been met.

## **EXHIBITS:**

Each of the following are set for printing on letter-sized paper unless otherwise listed.

1. Staff Report (11 pages)
2. 2017 aerial photograph from DCAD website
3. Dimensional reference map from DCAD website
4. Zoning map reference (dimensional map with zoning added)
5. Application
  - a. Signed and notarized application
  - b. Title survey (11x17)
  - c. Site concept plan (11x17)
  - d. Building elevations (11x17)
6. Legal notice to newspaper
  - a. Notice for P&Z
  - b. Notice for City Council
7. Letter sent to adjoining property owners
  - a. Letter sent for P&Z (2 pages)
  - b. Letter sent for City Council (2 pages)
8. List of property owners within 200-feet of property
9. Original PD ordinance 563 (2 pages of legal paper)
10. Amending PD ordinance 580 (3 pages of legal paper)
11. Amending PD ordinance 616-Z (2 pages)
12. Seagoville Place Addition Re-plat (11x17)





# DCAD Property Map

Exhibit 3

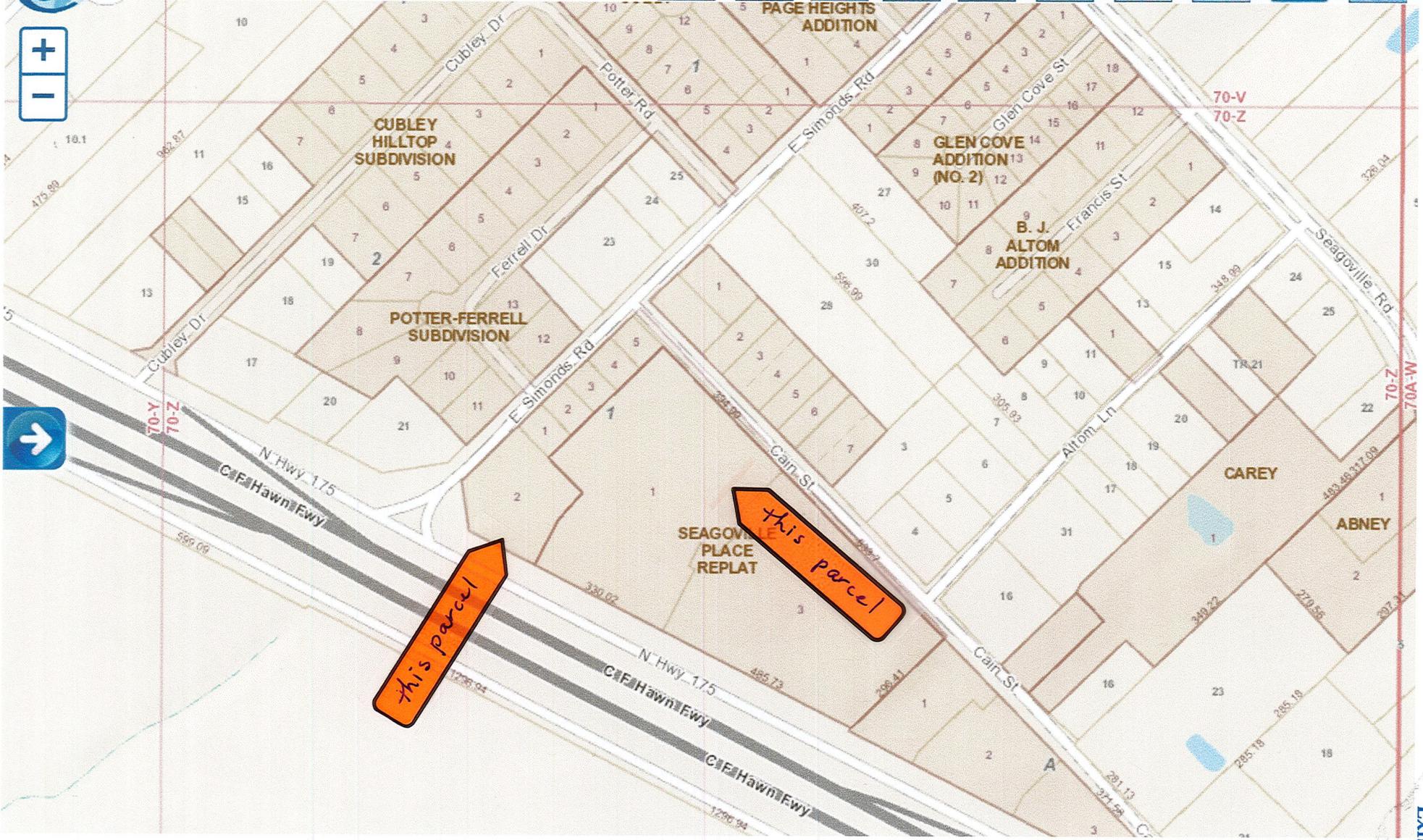
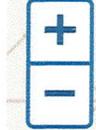


Exhibit 3





# ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: 9/10/19 City Council: 10/7/19  
DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): \_\_\_\_\_

**Application Type:**

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

Name of Subdivision or Project: 22019-26

Physical Location of Property: 2108 & 2110 N. Highway 175  
[General Location – approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description): E/c of East Simonds Rd with Highway 175 frontage Road  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: 5.6+ Existing Zoning: PD-A and PD-C Requested Zoning: all PD-C  
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: Seagoville Economic Development Corp. Applicant or Owner? (circle one)

Contact Person: Pat Stallings Title: SEDC Director / City Manager

Company Name: Seagoville Econ. Dev. Corp.

Street/Mailing Address: 105 North Kaufman St. City: Seagoville State: TX Zip: 75159

Phone: (972) 287-6807 Fax: ( ) Email Address: pstallings@seagoville.us

Engineer / Representative's Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) Fax: ( ) Email Address: \_\_\_\_\_

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

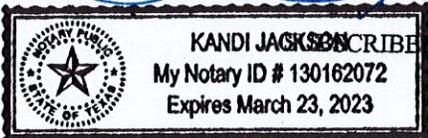
**All applications must be COMPLETE before they will be scheduled for P&Z agenda.** It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists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

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

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

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

Signed: [Signature] Title: City Manager Date: 8-26-19



[seal]

AND SWORN TO before me, this the 26<sup>th</sup> day of August, 2019.  
[Month] [Year]

Notary Public in and for the State of Texas: Kandi Jackson

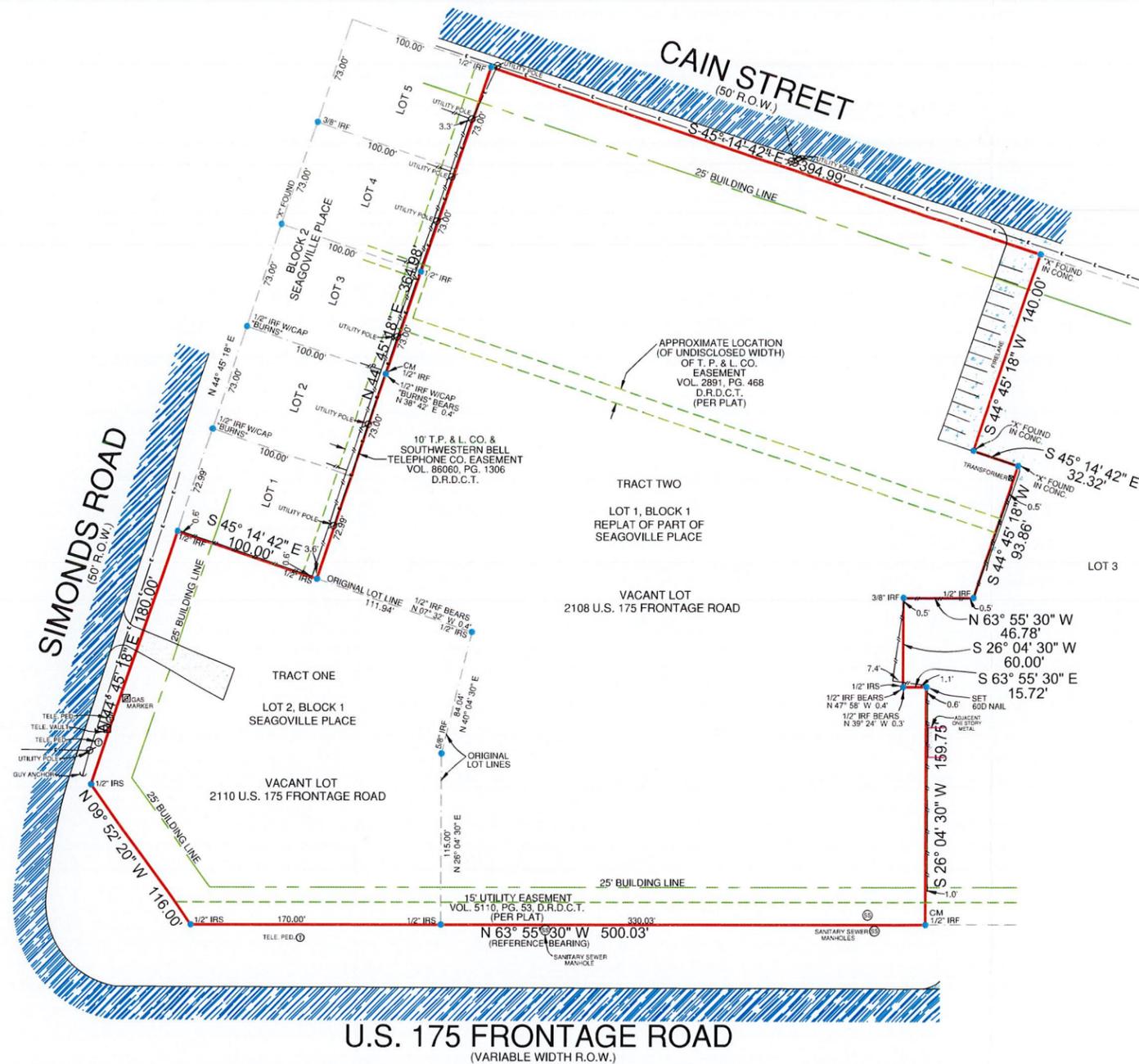
My Commission Expires On: March 23, 2023

**Office Use Only:** Date Rec'd: \_\_\_\_\_ Fees Paid: \$ N/A Check #: N/A Receipt #: N/A  
Zoning Case # 22019-26 Accepted By: \_\_\_\_\_ Official Submittal Date: \_\_\_\_\_

PROPERTY DESCRIPTION:

TRACT ONE: LOT 2, BLOCK 1, OF SEAGOVILLE PLACE, AN ADDITION TO THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 85036, PAGE 4275, OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS.

TRACT TWO: LOT 1, BLOCK 1, OF REPLAT OF PART OF SEAGOVILLE PLACE, AN ADDITION TO THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 86236, PAGE 211, OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS.

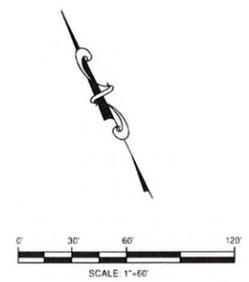


THIS PROPERTY IS NOT AFFECTED BY THE FOLLOWING (10) EASEMENT, VOL. 87131, PG. 1290, D.R.D.C.T.

**FLOOD INFORMATION**  
THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "X" RATING AS SHOWN BY MAP NO. 48113C0540 K, DATED JULY 7, 2014.

**FEMA NOTE**  
THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES AND LOCATION AND TYPE OF IMPROVEMENTS. THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS FOR THE EXCLUSIVE USE OF THE HEREON NAMED PURCHASER, MORTGAGE COMPANY, AND TITLE COMPANY ONLY AND THIS SURVEY IS MADE PURSUANT TO THAT CERTAIN TITLE COMMITMENT UNDER THE OF NUMBER SHOWN HEREON, PROVIDED BY THE TITLE COMPANY NAMED HEREON AND THAT THIS DATE, THE EASEMENTS, RIGHTS-OF-WAY, OR OTHER LOCATABLE MATTERS OF RECORD THAT THE UNDERSIGNED HAS KNOWLEDGE OR HAS BEEN ADVISED ARE AS SHOWN OR NOTED HEREON. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED PLAT REFERENCED HEREON.

- GENERAL NOTES**
- 1.) THE BASIS OF BEARINGS FOR THIS SURVEY WAS DERIVED FROM DATA PROVIDED ON THE PLAT RECORDED IN VOL. 85036, PG. 4275, P.R.D.C.T.
  - 2.) THERE ARE NO VISIBLE CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN. FENCES MAY BE MEANINGFUL.
  - 3.) THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT, MORTGAGE COMPANY, TITLE COMPANY, OR OTHER, AND IS MADE PURSUANT TO THAT ONE CERTAIN TITLE COMMITMENT UNDER THE OF NUMBER LISTED HEREON.
  - 4.) AS OF THIS DATE, ALL EASEMENTS, RIGHTS-OF-WAY OR OTHER LOCATABLE MATTERS OF RECORD SHOWN OR NOTED HEREON WERE DERIVED FROM THE RECORDED PLAT, THE VESTING DEED, OR THE TITLE REPORT AND SUPPORTING DOCUMENTS. ALL SUCH ITEMS WERE OBTAINED DURING THE RESEARCH PHASE OF THIS SURVEY OR PROVIDED BY THE CLIENT/TITLE COMPANY LISTED HEREON. PREMIER SURVEYING MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH ITEMS AND HAS MADE NO ATTEMPTS TO OBTAIN OR SHOW ANY ADDITIONAL RESTRICTIONS ON OR NEAR THIS PROPERTY PUT IN PLACE BY LOCAL MUNICIPALITIES OR ASSOCIATIONS.
  - 5.) THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
  - 6.) THIS SURVEY IS NOT INTENDED TO ADDRESS OR IDENTIFY WETLANDS, FAULT LINES, TOXIC OR HAZARDOUS WASTE AREAS, SUBSIDENCE OR ANY OTHER ENVIRONMENTAL OR GEOLOGICAL ISSUE.
  - 7.) THE EXISTING UTILITIES DEPICTED HEREON ARE BASED ON FIELD LOCATION OF VISIBLE, ABOVE GROUND EVIDENCE. UTILITIES AND OTHER MINOR IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY. PREMIER SURVEYING IS NOT RESPONSIBLE FOR THE EXACT LOCATION OF SUBSURFACE UTILITIES, NOR FOR ANY DAMAGES BY ANY CONSTRUCTION OR EXCAVATION ON OR NEAR SAID UTILITIES.
  - 8.) SYMBOLS AS SHOWN IN THE LEGEND ARE NOT TO SCALE AND MAY HAVE BEEN MOVED FROM THE ACTUAL HORIZONTAL LOCATION FOR CLARITY.



**2108 AND 2110 U.S. 175 FRONTAGE ROAD CITY OF SEAGOVILLE DALLAS COUNTY, TEXAS**

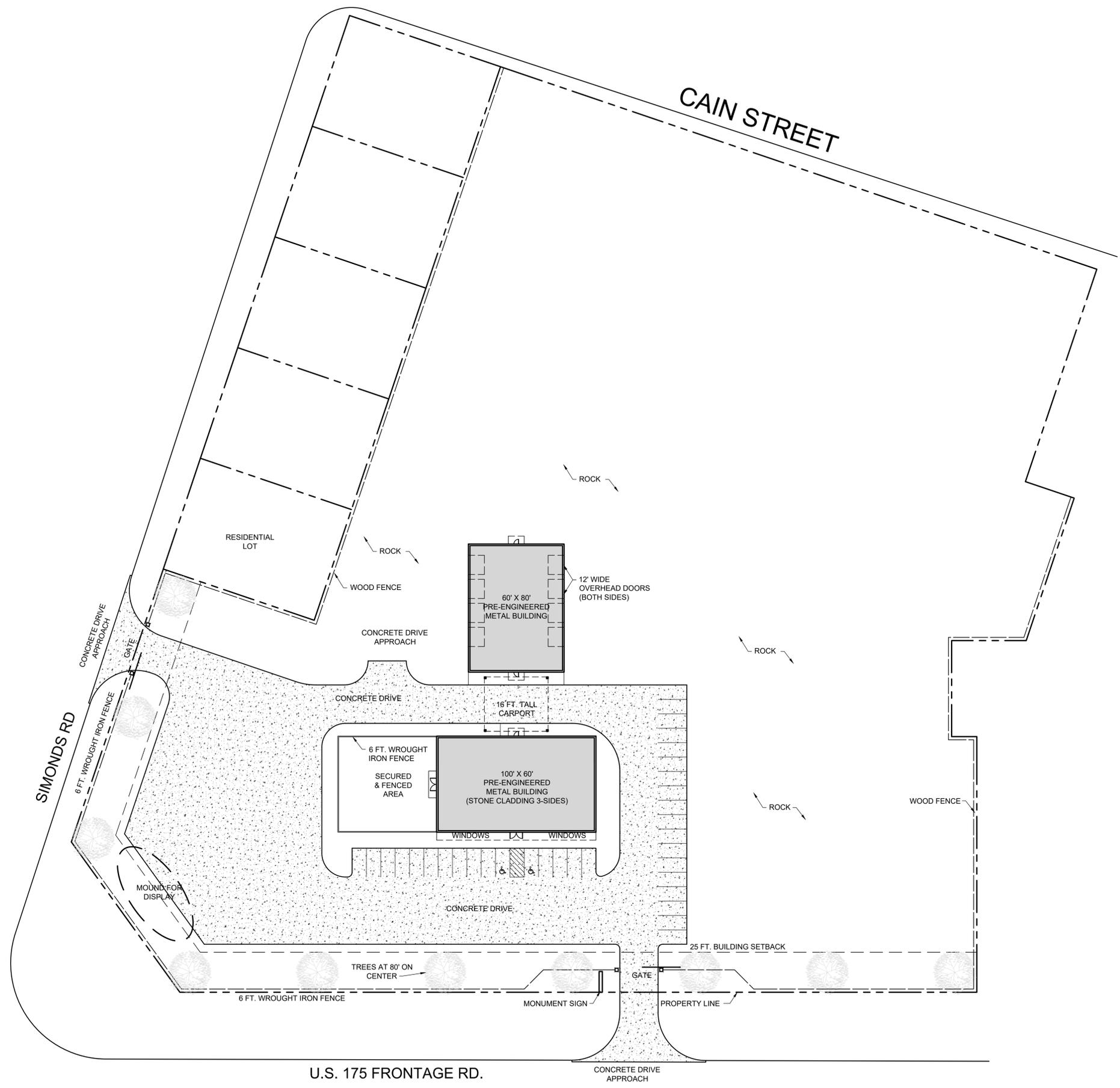
GF#: 019-36058	
BORROWER: SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION, A TEXAS NON-PROFIT CORPORATION	
PREMIER JOB #: 19-03651	
TECH: AV	DATE: 06/10/19
FIELD: JC	FIELD DATE: 06/10/19

CONCRETE	WOOD FENCE
BRICK	CHAIN LINK FENCE
ASPHALT	WROUGHT IRON FENCE
WOOD	BARB WIRE FENCE
STONE	R.R. TIE RETAINING WALL
GRAVEL	BRICK WALL
COVERED AREA	STONE WALL
CM = CONTROLLING MONUMENT	OVERHEAD TELEPHONE LINE
	OVERHEAD ELECTRIC LINE
	IRF = IRON ROD FOUND
	IPF = IRON PIPE FOUND
	IRS = IRON ROD SET
	MFCP = METAL FENCE COR POST
	WFPC = WOOD FENCE COR POST



**Premier**  
Surveying LLC  
5700 W. Plano Parkway  
Suite 1200  
Plano, Texas 75093  
Office: 972-612-3601  
Fax: 855-892-0468  
Firm Registration No. 10146200





01 SITE PLAN  
 A2.1 SCALE: 1/32"=1'-0"  
 NORTH



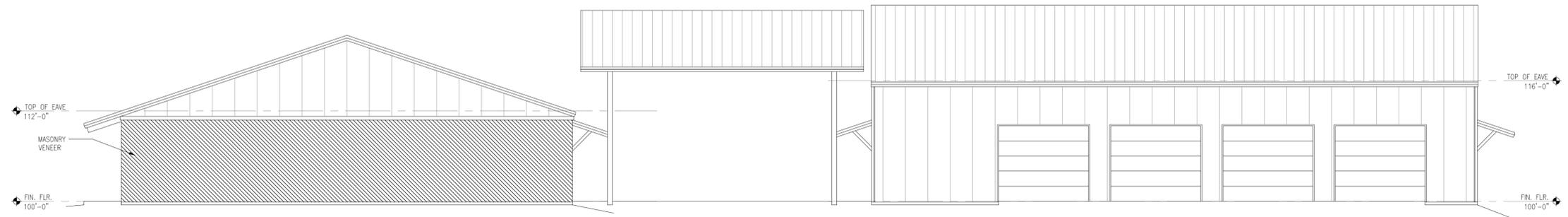
PRELIMINARY  
 NOT FOR CONSTRUCTION  
 REGISTERED ARCHITECT:  
 GAYLEN H. LAING  
 REGISTRATION NO: 12908  
 DATE: Month/Year

DATE: 09-24-19

ISSUE: SD

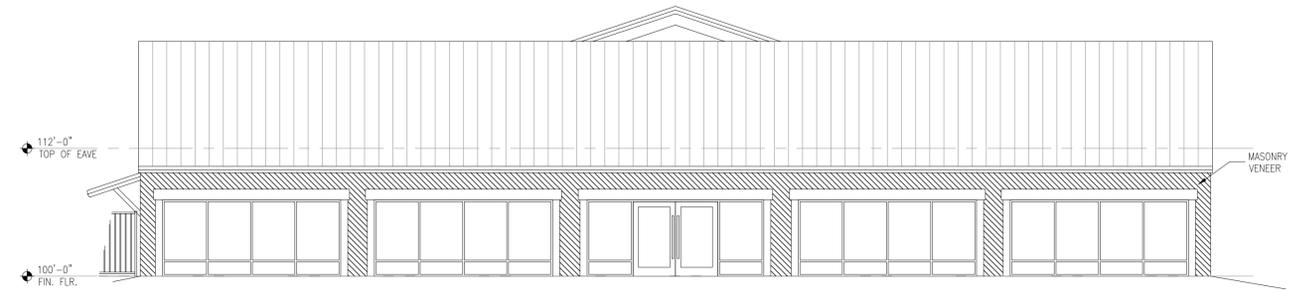
REVISION:  
 09-23-19

SHEET TITLE:

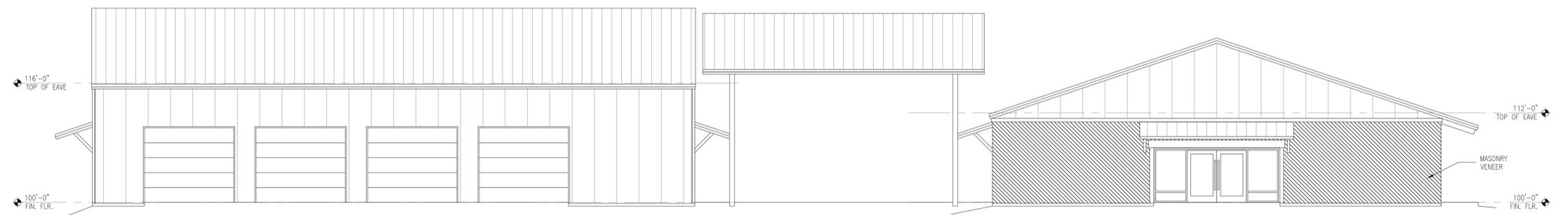


04 EAST ELEVATION  
A2.1 SCALE: 1/8" = 1'-0"

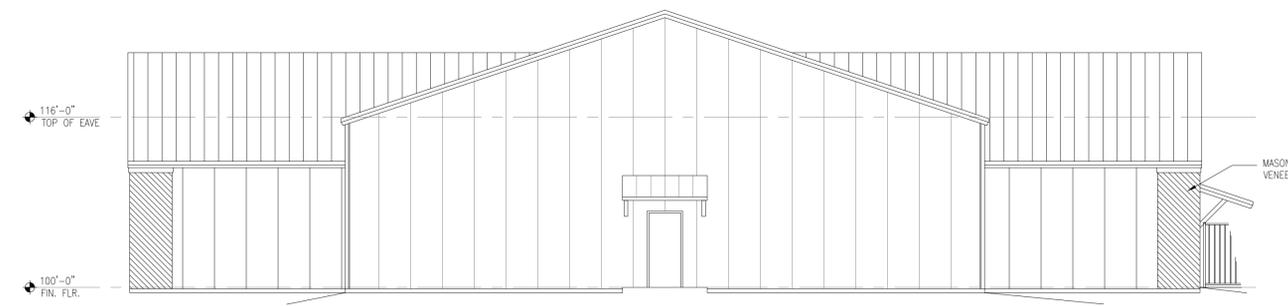
Exhibit 5d



03 SOUTH ELEVATION  
A2.1 SCALE: 1/8" = 1'-0"



02 WEST ELEVATION  
A2.1 SCALE: 1/8" = 1'-0"



01 NORTH ELEVATION  
A2.1 SCALE: 1/8" = 1'-0"



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



August 26, 2019

via email: [notices@dailycommercialrecord.com](mailto:notices@dailycommercialrecord.com)

Daily Commercial Record  
706 Main Street  
Dallas, Texas 75202

Please publish the legal notice below in the Tuesday, August 27, 2019 issue of your newspaper. Please send the affidavit of publication to the ATTN: Kandi Jackson at the address above. If you need to contact Kandi, her office direct number is (972) 287-6819 and her email is [citysecretary@seagoville.us](mailto:citysecretary@seagoville.us) Kandi's normal office hours are Monday through Friday from 8:00 AM to 5:00 PM.



**NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING & ZONING COMMISSION  
ZONING CASE Z2019-26**

The Seagoville Planning and Zoning Commission will hold a public hearing on Tuesday, September 10, 2019, at 6:30 PM in the Council Chambers in City Hall at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider a request to change the zoning on approximately 5.6+acres, being Lot 2 Block 1 Seagoville Place Addition, commonly referred to as 2110 North Highway 175, and Lot 1 Block 1 Seagoville Place Re-plat, commonly known as 2108 North Highway 175, Seagoville, Dallas County, Texas, from PD-LR, Plan Development with Local Retail base zoning and PD-A, Plan Development with Apartment base zoning, to PD-C, Plan Development with base zoning of Commercial.

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

**CITY OF SEAGOVILLE**  
Kandi Jackson  
City Secretary





**Property Owner List for PD Amendment by S.E.D.C.**  
**ZONING REQUEST Z2019-26: Amend from PD-Local Retail and PD-Apartment to PD-Commercial**

Exhibit 8

Mailed out a total of 21 certified letters on Friday, August 30, 2019, before 5:00 PM

Subject or adjoiner?	Site Address	DCAD acc't	Owner	Mailing Address 1	Address 2	City	State	Zip
Subject	2108 North U. S. Highway 175	50046550010010000	Victory Baptist Church of Seagoville	900 North U. S. Highway 175		Seagoville	TX	75159
Subject	2110 North U. S. Highway 175	50046550010020000						
Adjoiner	100 East Simonds Road	50046550020010000	Alna Properties II LLC	5501 L. B. J. Freeway	Suite 860	Dallas	TX	75240
Adjoiner	104 East Simonds Road	50046550020020000	Philip Checinski & Nathanael A. Johnson	4858 Lorelei Avenue		Long Beach	CA	90808
Adjoiner	202 East Simonds Road	50046550020030000						
Adjoiner	204 East Simonds Road	50046550020040000	Alna Properties II LLC	5501 L. B. J. Freeway	Suite 860	Dallas	TX	75240
Adjoiner	208 East Simonds Road	50046550020050000	Alna Properties II LLC	5501 L. B. J. Freeway	Suite 860	Dallas	TX	75240
Adjoiner	203 East Simonds Road	65054146510230000	Flora Story	203 East Simonds Road		Seagoville	TX	75159
Adjoiner	207 East Simonds Road	65054146510220000	Faith Assembly	P. O. Box 84		Seagoville	TX	75159
Adjoiner	2200 Ferrell Drive	50033500000120000	Faith Assembly	P. O. Box 84		Seagoville	TX	75159
Adjoiner	2201 Ferrell Drive	50033500000110000	Faith Assembly	P. O. Box 84		Seagoville	TX	75159
Adjoiner	2202 North U. S. Highway 175	65054146510210000	Lackey Sebastian	2210 North U. S. Highway 175		Seagoville	TX	75159
Adjoiner	302 East Simonds Road	65054147010010000	David L. Abney	2712 Lakewood Drive		Rowlett	TX	75088
Adjoiner	304 East Simonds Road	50028500000010000	Carlos Montoya	2108 Cain Street		Seagoville	TX	75159
Adjoiner	2110 Cain Street	50028500000020000	Luis M. Martinez & Maria Gutierrez	2110 Cain Street		Seagoville	TX	75159
Adjoiner	2108 Cain Street	50028500000030000	Andrew G. & Linda Montoya	2108 Cain Street		Seagoville	TX	75159
Adjoiner	2104 Cain Street	50028500000050000	Sierra S. Dewey	2104 Cain Street		Seagoville	TX	75159
Adjoiner	2102 Cain Street	50028500000060000	Sierra S. Dewey	2104 Cain Street		Seagoville	TX	75159
Adjoiner	2100 Cain Street	50028500000070000	City of Seagoville	702 North U. S. Highway 175		Seagoville	TX	75159
Adjoiner	2006 Cain Street	65054147010030000	Patricia & Earl Tucker, Jr.	2006 Cain Street		Seagoville	TX	75159
Adjoiner	2106 North U. S. Highway 175	50046550010030000	Seagoville C. P. LLC	7582 Bryce Canyon Drive		Frisco	TX	75035
Adjoiner								

Exhibit 8

AN ORDINANCE OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SEAGOVILLE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE FOLLOWING CLASSIFICATION: SAID TRACT OF LAND FROM "AG" DISTRICT CLASSIFICATION TO PLANNED DEVELOPMENT, TO ALLOW THE RENOVATION OF THIRTEEN (13) EXISTING SINGLE FAMILY AND TWO (2) EXISTING DUPLEXES, AS SITE PLAN SURVEY (APPROXIMATELY 12 ACRES) WHICH IS ATTACHED HERETO AND MADE A PART OF THIS ORDINANCE; SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Being a tract of land situated in the Herman Heider Survey, abstract No. 511 in the City of Seagoville, Dallas County, Texas, and being more particularly described as follows:

BEGINNING at a concrete monument found at the intersection of the Southeasterly ROW line of Simonds Road with the Northeasterly ROW line of US HWY 175, said point also being the intersection of the southern most point of a corner clip with the Northeasterly ROW line of Simonds Road;

THENCE South 44 degrees 45 min 18 sec East, with the Southeasterly ROW line of Simonds Road, 569.70 feet to a 60d nail set for corner, said point being in the centerline of Cain Street;

THENCE South 44 degrees 48 min 34 sec West, 304.85 feet to an iron rod for corner, said point being in the Northeasterly ROW line of US HWY 175;

THENCE North 63 degrees 55 min 30 sec West, with the Northeasterly ROW line of US HWY 175, 985.75 feet to the POINT OF BEGINNING, and containing 11.3873 acres of land, more or less.

PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning Commission of the City of Seagoville and the governing body of the City of Seagoville, in compliance with the laws of the State of Texas, and with the provisions of the Comprehensive Zoning Ordinance of the City of Seagoville, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and situated in the effected areas and in the vicinity thereof, the governing body of the City of Seagoville is of the opinion that the zoning should be granted;

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

#### Section 1.

That the Comprehensive Ordinance of the City of Seagoville, as to give the following described zoning classification from "AG" District Classification to Planned Development, to allow the renovation of thirteen (13) existing single family and two (2) existing duplexes, as site plan survey (approximately 12 acres) which is attached hereto and made a part of this ordinance; said tract of land being more particularly described as follows:

BEGINNING at a concrete monument found at the intersection of the Southeasterly ROW line of Simonds Road with the Northeasterly ROW line of US HWY 175, said point also being the intersection of the southern most point of a corner clip with the Northeasterly ROW line of Simonds Road;

THENCE South 44 degrees 45 min 18 sec East, with the Southeasterly ROW line of Simonds Road, 569.70 feet to a 60d nail set for corner, said point being in the centerline of Cain Street;

THENCE South 44 degrees 48 min 34 sec West, 304.85 feet to an iron rod for corner, said point being in the Northeasterly ROW line of US HWY 175;

## Exhibit 9

THENCE North 63 degrees 55 min 30 sec West, with the Northeasterly ROW line of US HWY 175, 985.75 feet to the POINT OF BEGINNING, and containing 11.3873 acres of land, more or less.

Section 2.

That all ordinances of the City of Seagoville in conflict with the provisions of this Ordinance be, and the same is hereby repealed, and other provisions of the Ordinances of the City of Seagoville not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 3.

That the above described property shall be used only in the manner and for the purpose provided by the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and it is amended herein by the granting of said zoning change:

Section 4.

That the person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Seagoville and, upon convictions shall be punished by a fine not to exceed the sum of two hundred dollars (\$200.00) for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

Section 5.

This Ordinance shall take effect immediately, from and after its passage and the publication of the caption, as the law and charter in such cases provided.

DULY PASSED by the City Council of the City of Seagoville, Texas on the 5th day of April 1984

APPROVED:

S. M. Foster

Mayor, City of Seagoville, TX.

ATTEST:

Ruth Douells

City Secretary, City of Seagoville, TX.

ORDINANCE # 580

AN ORDINANCE OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SEAGOVILLE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE FOLLOWING DESCRIBED TRACT OF LAND FROM "PD" PLANNED DEVELOPMENT DISTRICT CLASSIFICATION, TO "PD" PLANNED DEVELOPMENT (AMENDED) DISTRICT CLASSIFICATION ON THE FOLLOWING DESCRIBED PROPERTY.

Being a tract of land situated in the Herman Heider Survey, Abstract #541, in the City of Seagoville, Dallas County, Texas, and being more particularly described as follows: (lots 1-5)

COMMENCING at a concrete monument found at the intersection of the Southeasterly right-of-way line of Simonds Road and with the Northeasterly ROW line of US Highway 175, said point also being the intersection of the Southern most point of a corner clip with the Northeasterly ROW line of US Highway 175, being on the southwestern boundary of a 10.996 acre tract of land owned by Seagoville Place Joint Venture:

THENCE, North 09 52'20" West, leaving the said Northeasterly ROW line of US Highway 175, and with said corner clip, a distance of 116.00 feet to a concrete monument found for corner, said point being on the Southwesterly ROW line of Simonds Road;

THENCE, North 44 45'18" East along the Southeasterly ROW of Simonds Road, a distance of 185.00 feet to the POINT OF BEGINNING:

THENCE, North 44'18" East continuing along said Southeasterly ROW line of Simonds Road a distance of 359.98 feet to a point for corner:

THENCE, South 45 14'42" East departing said Southeasterly ROW line of Simonds Road, a distance of 112.00 feet to a point for corner;

THENCE, South 21 30'00" West a distance of 131.68 feet to a point for corner;

THENCE, North 45 14'42" West a distance of 68.99 feet to a point for corner;

THENCE, South 42 23'04" West a distance of 239.20 feet to a point for corner;

THENCE, North 45 14'42" West a distance of 104.89 feet to the POINT OF BEGINNING, said tract containing 40,582 square feet or 0.932 acres, more or less.

RETAIL

BEING a tract of land situated in the Herman Heider Survey, Abstract #541, in the City of Seagoville, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a concrete monument found at the intersection of the Southeasterly ROW line of Simonds Road and with the Northeasterly ROW line of US Highway 175, said point also being the intersection of the Southern most point of a corner clip with the Northeasterly ROW line of US Highway 175, being on the Southwestern boundary of a 10.996 acre tract of land owned by Seagoville Place Joint Venture, said point also being the POINT OF BEGINNING:

THENCE, North 09 52'20" West leaving the said Northwesterly ROW line of US Highway 175, and along said corner clip, a distance of 116.00 feet to a concrete monument found for corner, said point being on the Southeasterly ROW line of Simonds Road;

## Exhibit 10

THENCE, North 44 45'18" East with the Southeasterly ROW of Simonds Road, a distance of 185.00 feet to a point for corner;

THENCE, South 45 14'42" East departing said Southeasterly ROW line of Simonds Road, a distance of 198.26 feet to a point for corner;

THENCE, South 42 23'04" West a distance of 31.95 to a point for corner;

THENCE, South 26 04'30" West a distance of 175.00 feet to the said northeasterly ROW line of US Highway 175 to a point for corner;

THENCE, North 63 55'30" West along the Northeasterly ROW line of US Highway 175, a distance of 170.00 feet to the POINT OF BEGINNING, said tract containing 50,441 feet, or 1.158 acres, more or less.

LOT 6

BEING a tract of land situated in the Herman Heider Survey, Abstract #541, in the City of Seagoville, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a concrete monument found at the intersection of the South ROW line of Simonds Road and with the Northeasterly ROW of US Highway 175, said point also being the intersection of the Southern most point of a corner clip with the Northeasterly ROW line of US Highway 175, being on the Southwestern boundary of an 10.996 acre tract of land owned by Seagoville Place Joint Venture;

THENCE, South 63 55'30" East along the Northeasterly ROW line of US Highway 175, a distance of 170.00 feet to the POINT OF BEGINNING:

THENCE, North 26 04'30" East departing said Northeasterly ROW line of US Highway 175, a distance of 175.00 feet to a point for corner;

THENCE, North 42 23;04" East a distance of 31.95 feet to a point for corner;

THENCE, North 45 14'42" West a distance of 98.26 feet to a point for corner;

THENCE, North 42 23'04" East a distance of 239.20 feet to a point for corner;

THENCE, South 45 14'42" East a distance of 68.99 feet to a point for corner;

THENCE, North 21 30;00" East a distance of 131.68 feet to the South ROW line of Cain Street (50' wide) to a point for corner;

THENCE, South 45 14'42" East along said ROW line of Cain Street a distance of 916.69 feet to a point for corner;

THENCE, South 44 49'34" West leaving said South ROW line of Cain Street a distance of 296.41 feet to the said North ROW line of US Highway 175 to a point for corner;

THENCE, North 63 55'30" West along said Northeasterly ROW line of US Highway 175 a distance of 815.75 feet to the POINT OF BEGINNING, said tract containing 387,949 square feet or 8.906 acres, more or less.

PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED (\$200.00) FOR EACH OFFENSE AND PROVIDING AN EFFECTIVE DATE.

## Exhibit 10

WHEREAS, the City Planning Commission of the City of Seagoville and the governing body of the City of Seagoville, in compliance with the laws of the State of Texas, and with the provisions of the Comprehensive Zoning Ordinance of the City of Seagoville, and given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and situated in the affected areas and in the vicinity thereof, the governing body of the City of Seagoville is of the opinion that the zoning should be granted:

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

Section 1.

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

Section 2.

That the above described property shall be used only in the manner and for the purpose provided by the comprehensive zoning ordinance of the City of Seagoville, as heretofore amended, and it is amended herein by the granting of said zoning change.

Section 3.

That the person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the comprehensive zoning ordinance of the City of Seagoville and, upon conviction shall be punished by a fine not to exceed two hundred (\$200.00) for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

Section 4.

Stipulations shall be that lots 17-19 be excluded in development until cul-de-sac is brought to City standards. Alley is to be paved with a 20 ft. easement. There will be sidewalks starting at retail to lots 1 through 19. This is from Simonds Road around and along to Cain Street. Local Retail area screened from residential. Also, the "PD" is to be in phases. Phase 1 consists of lots 1-10 and local retail. Phase 2 consists of lots 11-19.

Section 5.

This Ordinance shall take effect immediately, from and after its passage and the publication of the caption, as the law and charter in such cases provided.

DULY PASSED by the City Council of the City of Seagoville, Texas on the 15th day of November, 1984.

APPROVED:

B. M. Foster  
B. M. Foster, Mayor

ATTEST:

Ruth Sorrells  
Ruth Sorrells, City Secretary

## ORDINANCE NO. 616-Z

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE OF THE CITY OF SEAGOVILLE, AS HERETOFORE AMENDED, SO AS TO CHANGE THE FOLLOWING DESCRIBED TRACT OF LAND FROM PLANNED DEVELOPMENT (DUPLEX) TO PLANNED DEVELOPMENT (APARTMENT); SAID TRACT BEING DESCRIBED AS FOLLOWS: A TRACT OF LAND OUT OF THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, IN SEAGOVILLE, DALLAS COUNTY, TEXAS, LOCATED AT THE INTERSECTION OF U.S. HWY 175 AND SIMONDS RD., BORDERING CAIN ST., 60' S.E. OF ALTOM LN., CONTAINING 9.004 ACRES OF LAND; REPEALING CONFLICTING ORDINANCES; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. NOW THEREFORE:

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

Section 1.

That the Comprehensive Zoning Ordinance of the City of Seagoville, Texas be and hereby is, amended by amending the Zoning Map of the City of Seagoville, so as to give the following described property a zoning classification for "PD" Planned Development Classification (Apartment).

COMMENCING at the northwest corner of Cain Street and Simonds Road, said point being the northeast corner of Block 2, Lot 5 of said Seagoville Place;

THENCE southerly along the west right-of-way line of said Cain Street and the east property line of said Lot 5, South 45 degrees 14' 42" East, a distance of 100.00 feet to the POINT OF BEGINNING.

THENCE continuing southerly along the west right-of-way of said Cain Street, South 45 degrees 14' 42" East, a distance of 928.69 feet to a point for corner, said point being the southeast corner of said Seagoville Place;

THENCE westerly, leaving said Cain Street, South 44 degrees 48' 34" West, a distance of 296.41 feet to a point for corner, said point being the southwest corner of said Seagoville Place and being on the east right-of-way of U.S. 175;

THENCE northwesterly along said east right-of-way of U.S. 175, North 63 degrees 55' 30" West, a distance of 815.75 feet to a point for corner, said point being the southwest corner of Block 1, Lot 2, of said Seagoville Place;

THENCE northeasterly, leaving said U.S. 175 and along the south property line of said Block 1, Lot 2, North 26 degrees 04' 30" East, a distance of 115.00 feet to a point for corner;

THENCE North 40 degrees 04' 30" East, a distance of 84.04 feet to a point for corner, said point being the southeast corner of said Block 1, Lot 2;

THENCE northerly along the east property line of said Block 1, Lot 2, North 45 degrees 14' 42" West, a distance of 111.94 feet to a point for corner, said point being the southwest corner of Block 2, Lot 1 of said Seagoville Place;

THENCE Northeasterly along the south property line of Block 2, Lots 1-5, North 44 degrees 45' 18" East, a distance of 364.98 feet to the POINT OF BEGINNING and containing 9.0044 acres of land, or 392,232 square feet, more or less.

Section 2.

That the following development standards become a requirement of this Planned Development zoning, and that the concept site plan is hereby approved, and being so approved becomes Attachment "A" to this ordinance:

- (1) All uses to conform to "A" District, City of Seagoville.
- (2) Fire lanes to conform to City of Seagoville standards.
- (3) All paving to conform to City of Seagoville standards.
- (4) Screening, exterior lighting, signage and auditory speakers to conform to City of Seagoville standards.
- (5) All exterior walls of all buildings to have a minimum masonry exterior of fifty percent on all outside wall surfaces, other than glass.
- (6) Sidewalks along public streets to be provided in accordance with City of Seagoville sidewalk regulations.
- (7) Building and utility construction to be in accordance with building code and engineering specifications as approved by the City of Seagoville.
- (8) Only one entrance to be allowed to Cain St.
- (9) Front yard setbacks along Cain St. and U.S. 175 to be a minimum of twenty-five feet.
- (10) Side and rear yard setbacks to be a minimum of fifteen feet.
- (11) Buildings limited to two stories.
- (12) Apartment buildings along Cain St. to front Cain.
- (13) Adequate playground facilities to be provided.
- (14) Final site plan to come before P&Z Commission and City Council for approval.
- (15) Maximum of 225 units.

Section 3.

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

Section 4.

That the above-described property shall be used only in the manner and for the purposes provided by the Comprehensive Zoning Ordinance of the City of Seagoville as heretofore amended, and it is amended herein by the granting of this Zoning Classification.

Section 5.

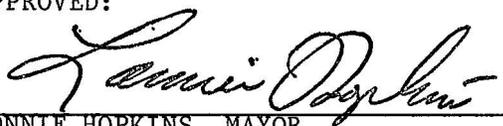
Any person, firm or corporation violating any of the provisions of this ordinance shall be subject to the penalty of fine not to exceed the sum of one thousand dollars (\$1,000.00) for each offense, and each and every day such offense continues shall be deemed to constitute a separate offense.

Section 6.

This ordinance shall take effect immediately after its passage and the publication of its caption, as the law and City Charter in such cases provides.

DULY PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this the 18 day of Sept., 1986.

APPROVED:

  
\_\_\_\_\_  
LONNIE HOPKINS, MAYOR

ATTEST:

  
\_\_\_\_\_  
DEBRA D. LITTLEJOHN, CITY SECRETARY



ADDITION SEAGOVILLE PLACE ADDN. REPLAT  
 CITY SEAGOVILLE  
 SCHOOL DALLAS I.S.D.  
 VOLUME 86236 PAGE 0211  
 DATE FILED 12-8-86 TAX YEAR 1987

# DALLAS CENTRAL APPRAISAL DISTRICT PLAT BOOKS

BLOCK 1  
 SURVEY HERMAN HEIDER ABST. # 541  
 SCALE 1"=50' FT. EQUAL 1 INCH  
 DRAWN BY C.M. DATE 12-22-86  
 UPDATED \_\_\_\_\_ SUBD. NO. 04655



COPY

Exhibit 12

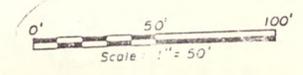
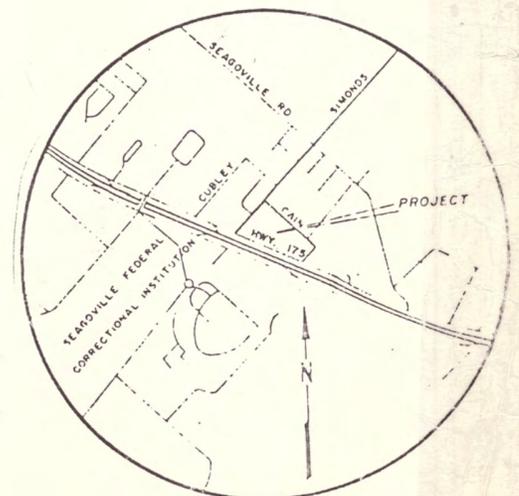
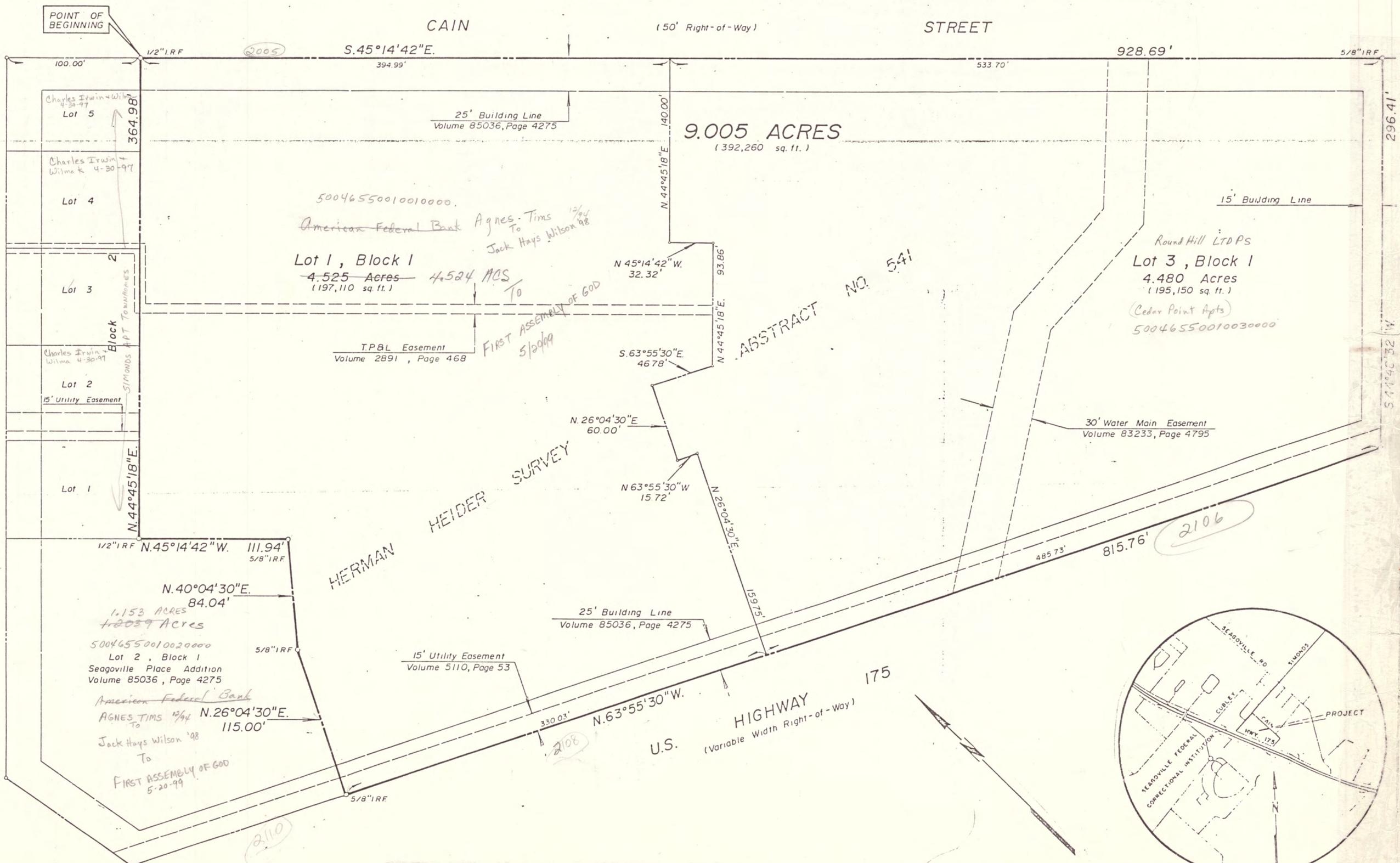
9.005 Acs.

ALTON LANE

ROAD

(50' Right-of-Way)

SIMONDS



Location Map

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

**Meeting Date:** November 4, 2019

### **ITEM DESCRIPTION:**

Discuss and consider approving an Ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Planned Development - Apartments (PD-A) and Planned Development – Local Retail (PD-LR) to Planned Development – Commercial (PD-19-03) for approximately 5.6± acres of land described as Lot 2 Block 1 Seagoville Place Addition, commonly known as 2110 North Highway 175, and Lot 1 Block 1 Seagoville Place Re-Plat, commonly known as 2108 North Highway 175, Seagoville, Dallas County, Texas, and being legally described and depicted in Exhibit “A”, attached hereto and incorporated herein; providing for development regulations; providing for the approval of the site plan, which is attached hereto and incorporated herein as Exhibit “B”; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The land is currently unimproved (vacant) and is located on the east corner of East Simonds Road at its intersection with the westbound Highway 175 frontage road.

The Seagoville Economic Development Corporation has purchased the property as an economic incentive to aid future development. The EDC is requesting a change in zoning for both parcels to PD-C, Plan Development with Commercial base zoning.

The subject area is in 2 parcels. The parcel on the corner of East Simonds Road and the Highway 175 frontage road is slightly larger than 1-acre in size and was zoned PD-LR, Plan Development with Local Retail base zoning, by Ordinance 580 in November 1984. The second parcel is over 4-acres in size and was zoned PD-A, Plan Development with Apartment base zoning by amending Ordinance 616-Z in September 1986 that included the area that today is the Cedar Point Apartments complex.

A public hearing was held on September 10<sup>th</sup>. However, action on the item was tabled until concept plan was provided. A concept plan has now been provided and staff brought this back before the Planning and Zoning Commission for a recommendation on October 15<sup>th</sup>.

### **FINANCIAL IMPACT:**

Not applicable

## **RECOMMENDATION:**

Besides the parcels in question, there are twenty-one (21) properties, three (3) public streets, plus Highway 175 and its frontage roads within 200-feet of the boundary of the subject area. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Friday, August 30, 2019. A legal ad was also published per the Texas Local Government Code in the Wednesday, August 28, 2019, edition of the Daily Commercial Record newspaper. No (zero) letters have been returned from adjoining owners either in favor or against the request. No (zero) letters have been returned as undeliverable by the U.S. Postal Service. Any responses received after the emailing of the packet to the Commissioners will be provided at the meeting. No one spoke at the Planning and Zoning Commission meeting.

For the City Council meeting, the owners of each parcel were again notified by mail on Friday, October 18, 2019. A legal ad was published again in the Tuesday, October 22, 2019, edition of the Daily Commercial Record newspaper. As of the date of this report, Tuesday, October 29, 2019, no (zero) additional letters have been returned as undeliverable by the U.S. Postal Service. Any additional responses received are attached in Exhibit 7. Responses received after the emailing of the packet will be provided at the meeting.

On October 15<sup>th</sup>, the Planning and Zoning Commission voted four (4) to zero (0) in favor of recommending approval with conditions of the request for a change in the zoning on approximately 5.6± acres, being Lot 2 Block 1 Seagoville Place Addition, commonly referred to as 2110 North Highway 175, and Lot 1 Block 1 Seagoville Place Re-plat, commonly known as 2108 North Highway 175, Seagoville, Dallas County, Texas, from PD-LR, Plan Development with Local Retail base zoning and PD-A, Plan Development with Apartment base zoning, to PD-C, Plan Development with base zoning of Commercial. The conditions of approval were the submittal (prior to City Council review of this application) of a revised concept plan showing the dimensions from the building to the property lines and the location of a code-required fire lane.

Staff also supports the requested change once the conditions of approval have been met.

## **EXHIBIT:**

1. Ordinance

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

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

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM PLANNED DEVELOPMENT-APARTMENTS (PD-A) AND PLANNED DEVELOPMENT-LOCAL RETAIL (PD-LR) TO PLANNED DEVELOPMENT-COMMERCIAL (PD-19-03) FOR APPROXIMATELY 5.6± ACRES OF LAND DESCRIBED AS LOT 2 BLOCK 1 SEAGOVILLE PLACE ADDITION, COMMONLY KNOWN AS 2110 NORTH HIGHWAY 175, AND LOT 1 BLOCK 1 SEAGOVILLE PLACE RE-PLAT, COMMONLY KNOWN AS 2108 NORTH HIGHWAY 175, SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING LEGALLY DESCRIBED AND DEPICTED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR DEVELOPMENT REGULATIONS; PROVIDING FOR THE APPROVAL OF THE SITE PLAN, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT “B”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Seagoville Economic Development Corporation (“SEDC”) purchased property located at 2108 and 2110 North Highway 175 in the City of Seagoville (the “Property”) for use as an economic development incentive; and

**WHEREAS**, the Property currently holds Planned Development zonings for mixed uses; and

**WHEREAS**, to create more market opportunities with regard to the Property, the SEDC has requested a change in the zoning for the Property to Planned Development for Commercial uses (Zoning Application No. Z2019-26 (PD 19-03)); and

**WHEREAS**, the City Planning and Zoning Commission and the governing body of the City of Seagoville, Texas, in compliance with the laws of the State of Texas, and pursuant to the Comprehensive Zoning Ordinance of the City of Seagoville, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in

the vicinity thereof, the said governing body is of the opinion that Zoning Application No. Z2019-26 (PD 19-03) should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be accordingly amended.

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

**SECTION 1.** The Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, duly passed by the governing body of the City of Seagoville, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning from Planned Development-Apartments (PD-A) and Planned Development-Local Retail (PD-LR) to Planned Development-Commercial (PD-19-03) for approximately 5.6± acres of land described as Lot 2 Block 1 Seagoville Place Addition, commonly referred to as 2110 North Highway 175, and Lot 1 Block 1 Seagoville Place Re-Plat, commonly known as 2108 North Highway 175, Seagoville, Dallas County, Texas, and being legally described and depicted in Exhibit “A”, attached hereto and incorporated herein.

**SECTION 2.** The Property shall be developed and used in accordance with the City of Seagoville Zoning Ordinance and Construction Standards, except as amended herein.

**SECTION 3.** The Property shall be developed and used only in accordance with the site plan attached as Exhibit “B” and incorporated herein for all purposes, and which is hereby approved.

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

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

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

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

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

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

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the 4<sup>th</sup> day of November 2019.

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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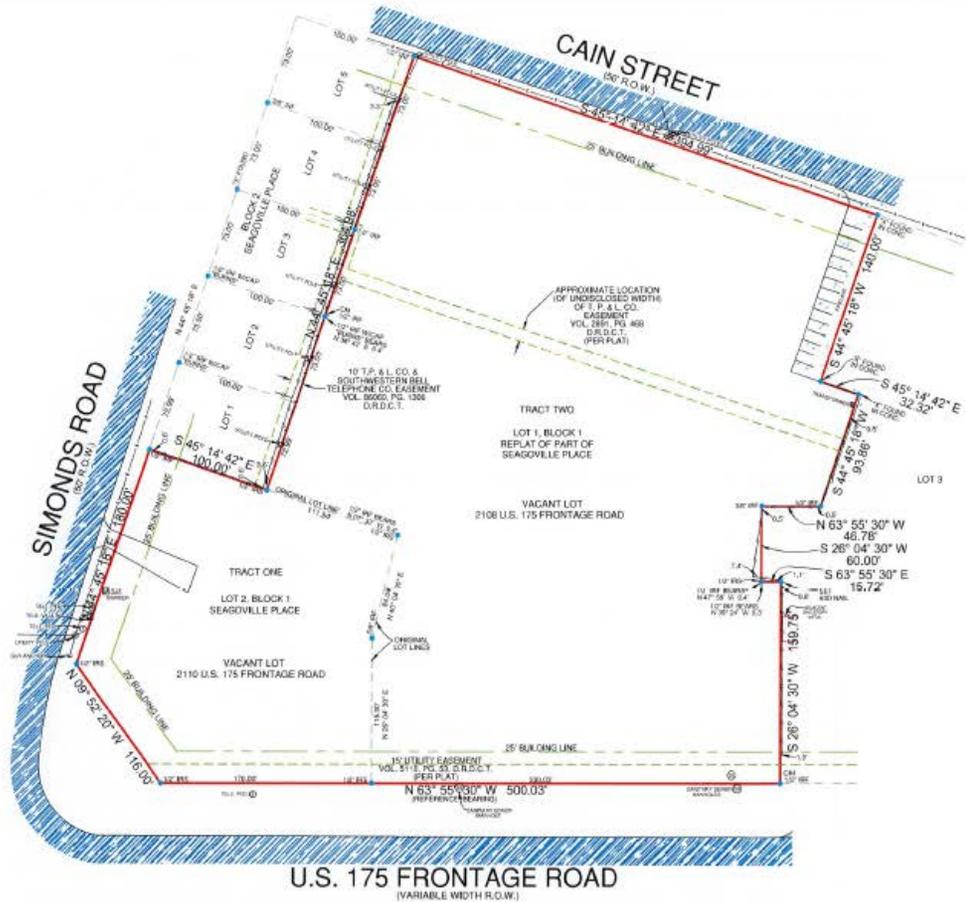
VICTORIA THOMAS, CITY ATTORNEY  
(/cdb 10/29/2019 TM 111891 103119)

# EXHIBIT "A"

**PROPERTY DESCRIPTION:**

TRACT ONE: LOT 2, BLOCK 1, OF SEAGOVILLE PLACE, AN ADDITION TO THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 85036, PAGE 4275, OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS.

TRACT TWO: LOT 1, BLOCK 1, OF REPLAT OF PART OF SEAGOVILLE PLACE, AN ADDITION TO THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 86236, PAGE 211, OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS.



**THIS PROPERTY IS NOT AFFECTED BY THE FOLLOWING ENCUMBRANCES:**

**PLAT INFORMATION:**  
THE SUBJECT PROPERTY DOES NOT APPEAR TO BE WITHIN THE LIMITS OF A HIGH PRIORITY HAZARDOUS WASTE AS SHOWN ON THE MAP PUBLISHED BY THE ALLEGRA ENVIRONMENTAL MANAGEMENT AGENCY, AND HAS A ZONE "C" BAYING AS SHOWN BY MAP NO. 481000000-0000000000.

**SURVEYOR'S CERTIFICATION:**  
I HEREBY CERTIFY THAT I OR I UNDER A SURVEY WAS MADE ON THE GROUNDS UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES AND LOCATIONS AND TYPE OF ENCUMBRANCES, THERE ARE NO OTHERS AND OFFICE OF SURVEYING CONDUCTS BY WHOMSOEVER PROVIDED, EXCEPT AS SHOWN, THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES UNLESS FOR THE EXCLUSIVE USE OF THE VENDOR NAMED TO THE SURVEY. COMPANY AND THE COMPANY ONLY AND SHALL BE LIMITED TO THE USES STATED IN THE INSTRUMENT. THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSES UNLESS THE INSTRUMENT SPECIFICALLY PROVIDES TO THAT EFFECT. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACTS AND OMISSIONS OF THE SURVEYOR AND NOT TO THE ACTS AND OMISSIONS OF OTHERS. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACTS AND OMISSIONS OF THE SURVEYOR AND NOT TO THE ACTS AND OMISSIONS OF OTHERS. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACTS AND OMISSIONS OF THE SURVEYOR AND NOT TO THE ACTS AND OMISSIONS OF OTHERS.

**GENERAL NOTES:**

- 1) THE BASIS OF BEARINGS FOR THIS SURVEY WAS DERIVED FROM DATA PROVIDED ON THE PLAT RECORDED BY VOL. 85036, PAGE 4275, BLOCK 1.
- 2) THERE ARE NO KNOWN CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN, FENCES MAY BE MEASUREMENTS.
- 3) THE SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT. MORTGAGE COMPANY, TITLE COMPANY, CLOUTIER, AND I MAKE NO WARRANTY TO ANY OTHER PERSON OR ENTITY UNDER THE SURVEY.
- 4) AS OF THIS DATE, ALL ENCUMBRANCES, WHETHER ANY OTHERS LOCATED MATTERS OF RECORD OR NOT, ARE SHOWN AS THEY APPEAR ON THE RECORDS OF THE PUBLIC RECORDS OF DALLAS COUNTY, TEXAS. THE SURVEYOR MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH RECORDS AND HAS MADE NO ATTEMPT TO OBTAIN OR CORRECT ANY ADDITIONAL INFORMATION ON OR NEAR THIS PROPERTY THAT INVOLVES ANY LOCAL JURISDICTION OR ASSOCIATIONS.
- 5) THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION.
- 6) THIS SURVEY IS NOT INTENDED TO ADDRESS OR IDENTIFY ANY UNDERGROUND UTILITY LINES, TOWNSHIP OR PARCEL BOUNDARIES, EASEMENTS OR ANY OTHER ENCUMBRANCES, OR GEOLOGICAL ASPECTS.
- 7) THE BEARING WHETHER DEPENDENT OR INDEPENDENT IS BASED ON FIELD LOCATION OF POINTS ABOVE CIRCLED IN RED. UTILITY LINES AND OTHER MATTERS OF RECORD ARE SHOWN AS THEY APPEAR ON THE SURVEY. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACTS AND OMISSIONS OF THE SURVEYOR AND NOT TO THE ACTS AND OMISSIONS OF OTHERS. THE SURVEYOR'S LIABILITY IS LIMITED TO THE ACTS AND OMISSIONS OF THE SURVEYOR AND NOT TO THE ACTS AND OMISSIONS OF OTHERS.
- 8) UNLESS OTHERWISE SHOWN IN THE RECORDS, ALL DISTANCES ARE NOT TO SCALE AND MAY HAVE BEEN DERIVED FROM THE ACTUAL HORIZONTAL LOCATION FOR CLARITY.

<b>2108 and 2110 U.S. 175 FRONTAGE ROAD CITY OF SEAGOVILLE DALLAS COUNTY, TEXAS</b>	GF#: 015-36058
	BORROWER: SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION, A TEXAS NON-PROFIT CORPORATION
	PREMIER JOB #: 19-03651
	TECH: AV      DATE: 08/10/19 FIELD: JC      FIELD DATE: 06/10/19

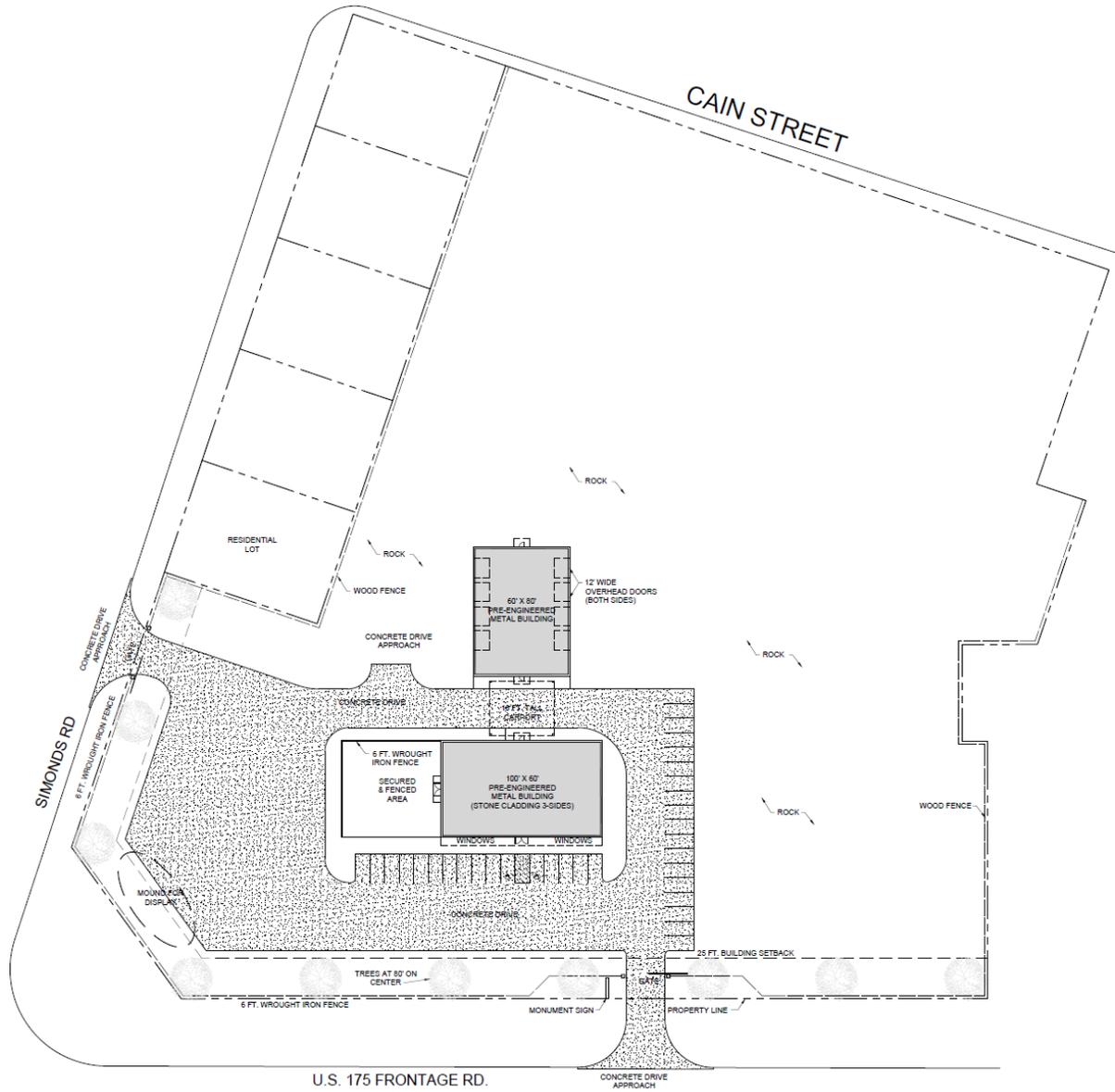


**Town Square Title**

**Premier Surveying LLC**  
5100 W. Plano Parkway  
Suite 1230  
Plano, Texas 75093  
Office: 972-452-9662  
Fax: 972-452-9662  
Firm Registration No. 15046209

**Robert T. Paul, Jr.**  
Registered Professional Land Surveyor

**EXHIBIT "B"**  
**SITE PLAN**



01 SITE PLAN  
SCALE: 1/32"=1'-0"  
NORTH

ARCHITECTURE  
PLANNING  
INTERIOR DESIGN  
1000 WEST PARKWAY, MILL ROAD, ARLINGTON, TEXAS 76012  
817-271-1100  
WWW.GHILA.COM



RJ TRAILORS  
SHOWROOM AND REPAIR SHOP  
SEAGOVILLE, TEXAS

**PRELIMINARY**  
NOT FOR CONSTRUCTION  
REVISION NO. 01  
DATE: 09/24/19

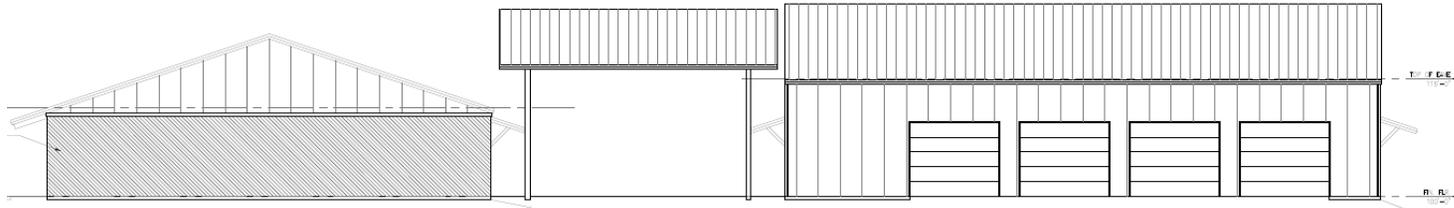
DATE: 09-24-19  
ISSUE: SD

REVISION:  
09-23-19

SHEET TITLE:

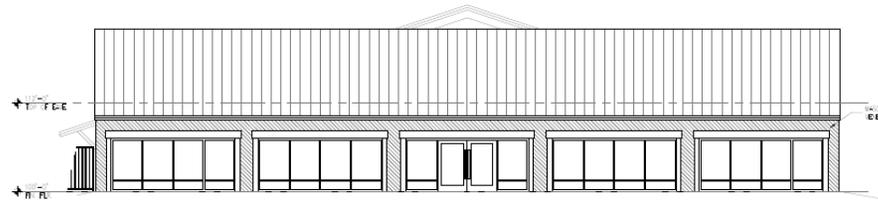
A1

# EXHIBIT "B" SITE PLAN

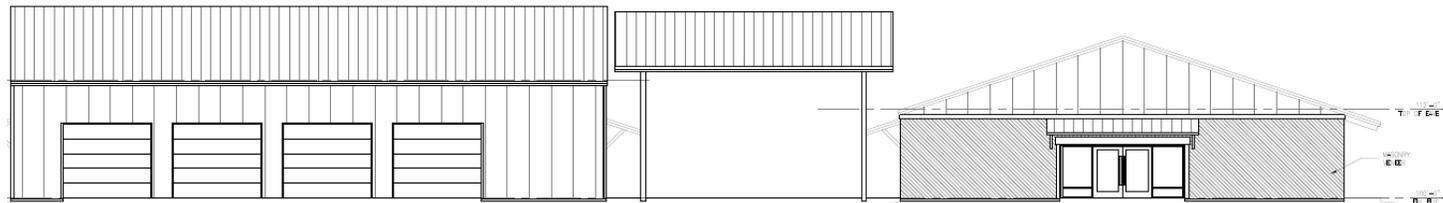


04 EAST ELEVATION  
SCALE: 1/8" = 1'-0"

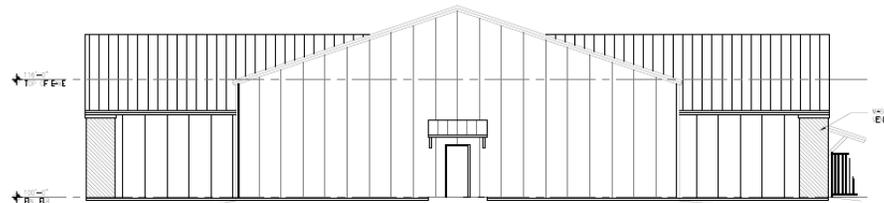
Exhibit 5d



03 SOUTH ELEVATION  
SCALE: 1/8" = 1'-0"



02 WEST ELEVATION  
SCALE: 1/8" = 1'-0"



01 NORTH ELEVATION  
SCALE: 1/8" = 1'-0"

ARCHITECTURE  
PLANNING  
INTERIOR DESIGN



RJ TRAILERS  
SHOWROOM AND REPAIR SHOP  
SEAGOVILLE, TEXAS

PRELIMINARY  
NOT FOR CONSTRUCTION  
REVISED BY: MTC-B  
DATE: 09-24-19  
SCALE: 1/8" = 1'-0"

DATE: 09-24-19  
ISSUE: SD

REVISION:  
09-23-19

SHEET TITLE:

## *Regular Session Agenda Item: 7*

**Meeting Date:** November 4, 2019

**ITEM DESCRIPTION:**

Receive an update from Halff Associates, Inc. concerning roads included in bond package.

**BACKGROUND OF ISSUE:**

In FY 2018-2019 Crestview, Johnnie Row, and Ross Lane was approved by Council in a bond package. Later, Malloy Bridge Road was added to the bond package. Halff Associates, Inc. will provide an update concerning the aforementioned roads.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

N/A

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

**Meeting Date: November 4, 2019**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the Mayor to sign a Fiscal Year 2020 Agreement Amendment and Extension of the Fiscal Year 2019 Agreement for Title III Federal Services with Dallas Area Agency on Aging; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

As in previous years, the City will be providing congregate meals to Seagoville seniors at our Community Center. Once again the Dallas Area Agency on Aging (DAAA) has and will help support the Senior Citizen Program in FY 2020 with a grant that provides for a portion of our operating costs including staff salaries. Additionally, this year DAAA will provide meal reimbursements to the City for all eligible seniors. The City Council will consider approval of a contract to renew the grant contract with DAAA for a period of one (1) year, from October 1, 2019 through September 30, 2020. The contract will also include the requirements for the meal reimbursement.

The City has received this grant on an annual basis since 1974 and it allows us to hire part-time staff to assist our full-time staff. It also provides funds for supplies. Visiting Nurses Association will provide the congregate meals for our seniors and we are prepared to serve approximately fifty-two senior citizens 60 years old and over on a daily basis. The amount of reimbursement will allow the program to operate on a break even or better basis. The full cost of the meals for eligible seniors is reimbursed through DAAA grant funds and participant contributions. Other non-eligible seniors may lunch as long as they pay full price for their lunch.

### **FINANCIAL IMPACT:**

Of the total Congregate Meal Program expense, the Seagoville Senior Services Program will be responsible for \$6,000.00 in expenditures and indirect costs. The Senior Services Grant will provide \$36,100 or approximately 17 percent of the City's Senior Center operating budget.

### **RECOMMENDATION:**

Staff recommends continuance of Senior Center programs and services funded by the Dallas Area Agency on Aging (DAAA).

### **EXHIBITS:**

1. Dallas Area Agency on Aging Contract for Older Americans Act Program

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

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE MAYOR TO SIGN A FISCAL YEAR 2020 AGREEMENT AMENDMENT AND EXTENSION OF THE FISCAL YEAR 2019 AGREEMENT FOR TITLE III FEDERAL SERVICES WITH DALLAS AREA AGENCY ON AGING; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Seagoville and the Dallas Area Agency on Aging (“DAAA”) have previously executed an Agreement for the provision of Title III Federal Services which provides for reimbursement to the City of the cost for congregate meals for eligible senior citizen program participants and further provides a cost reimbursement for Senior Center Operations (the “Agreement”); and

**WHEREAS,** the Agreement contemplated contract extensions and both the City and DAAA desire to extend the Agreement facilitating the provision of covered services for eligible senior citizens;

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

**SECTION 1.** The City Council hereby authorizes the Mayor to sign a Fiscal Year 2020 Agreement Amendment and Extension of the Fiscal Year 2019 Agreement for Title III Federal Services with the Dallas Area Agency on Aging in substantially the form of the agreement attached hereto as Exhibit A to facilitate the continuation of the provision of covered services for eligible senior citizens with reimbursement to the City of the cost of congregate meals and a cost reimbursement for Senior Center Operations.

**SECTION 2.** All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

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

**SECTION 4.** This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this the 4th day of November, 2019.

APPROVED:

---

DENNIS CHILDRESS, MAYOR

ATTEST:

---

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

---

VICTORIA THOMAS, CITY ATTORNEY

## FISCAL YEAR 2020 AGREEMENT AMENDMENT AND EXTENSION

This Fiscal Year 2020 Agreement Extension is made and entered into as an extension of the Fiscal Year 2019 Agreement for Title III Federal Services dated October 1, 2018, by and between the Dallas Area Agency on Aging, hereafter referred to as the DAAA, and **City of Seagoville**, hereinafter referred to as SUBRECIPIENT.

### WITNESSETH

WHEREAS, the SUBRECIPIENT and DAAA executed an Agreement dated December 17, 2018, for the provision of Title III Federal Services; and,

WHEREAS, Section IV of that Agreement contemplated contract extensions for a specific period, subject to SUBRECIPIENT's satisfactory performance;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the SUBRECIPIENT and DAAA agree as follows:

**Contract Term:** This Agreement Extension shall become effective on October 1, 2019, and remain in effect through September 30, 2020, unless earlier terminated by the parties.

### **Performance Measures:**

**SUBRECIPIENT** shall provide **Congregate Meals** to eligible participants. A unit of service is defined as **one meal**. The number of units of service under this project for this Agreement Extension period shall be approximately **11,150 meals**. The number of unduplicated persons receiving services shall be approximately **180** eligible participants.

**Compensation:** DAAA will pay the SUBRECIPIENT on a **unit rate** basis for services rendered at a unit rate of **\$6.03** for Title III units. Title III compensation for the provision of services shall not exceed **\$61,204.50**. The SUBRECIPIENT will provide a match of at least **\$5,988.50**. The unit rate for meals purchased with match funds shall be **\$6.62**.

**Program Income:** Units of service will be purchased with program income at a unit rate of **\$6.62** per unit. The goal for program income shall be **\$4,634.00**.

**SUBRECIPIENT** shall provide **Senior Center Operations** to eligible participants.

**Compensation:** DAAA will pay the SUBRECIPIENT on a **cost reimbursement** basis for Senior Center Operations. Title III compensation for the provision of these services shall not exceed **\$36,100.00**. SUBRECIPIENT will provide a match of **\$65,230.00**.

The above figures are based on the attached documents; FY2020 Congregate Meal Budget Worksheet Calculation of The Per Meal Unit Rate and Service Projections FY2020.

**Coordination with Fiscal Year 2019 Agreement:** This Fiscal Year 2020 Agreement Extension is an extension of those contractual provisions, attachments, assurances, etc. of the Fiscal Year 2019 Agreement, and those prior terms and conditions shall remain unchanged and in full force and effect unless otherwise stated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as set forth below.

**CITY OF SEAGOVILLE**

**COMMUNITY COUNCIL OF  
GREATER DALLAS / DALLAS AREA  
AGENCY ON AGING**

\_\_\_\_\_  
Signature

Dennis Childress, Mayor

Name and Title

November 4, 2019

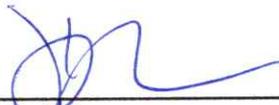
Date



Janie Bordner  
Chief Executive Officer and President

9/25/19

Date



Doris Soler  
Director of Dallas Area Agency on Aging

9/20/19

Date

3/27/19 5:17 PM

Provider Name: City of Seagoville

AAA Name: Area Agency on Aging of Dallas County

Congregate Meals

BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

- 1. Total Budgeted Expenses for Contract Year 1. \$ 73,777.02
- 2. Total Number of Anticipated Meals to be Provided by Funding Source
 

HHS OAAA <u>10,150</u>	Other Funds Eligible Meals <u>300</u>	Other Sources 5 <u>0</u>	
Program Income <u>700</u>	Other Funds - Non-Eligible Meals <u>0</u>	Other Sources 6 <u>0</u>	2. <u>11,150</u>
- 3. Whole Unit Rate (Line 1 divided by Line 2) 3. \$ 6.62

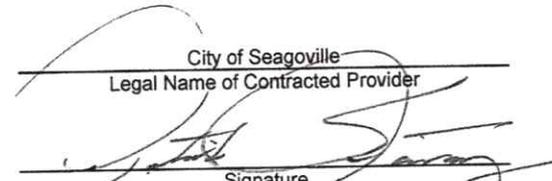
Reimbursement Calculation

- |   |                 |
|---|-----------------|
|   | <b>HHS OAAA</b> |
| 4. Projected NSIP per Meal Value  | <u>0.73</u>     |
| 5. Rate Less NSIP per Meal Value  | <u>\$ 5.89</u>  |
| 6. Mandatory Local Match of 10%   | <u>\$ 0.59</u>  |
| ** If Applicable, Match Reduction From the In-kind Match Certification form | <u>\$ -</u>     |
| Required Cash Match   | <u>\$ 0.59</u>  |
| 7. Proposed Meal Rate (Line 3 minus Line 6)                                 | <u>\$ 6.03</u>  |

\*\* If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

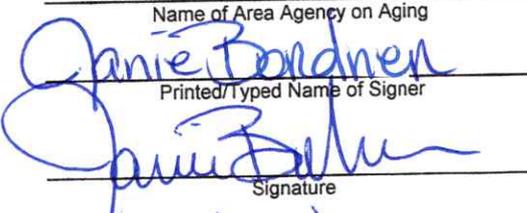
City of Seagoville  
Legal Name of Contracted Provider

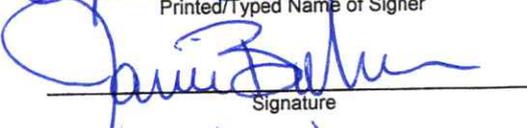
  
Signature

Patrick Stallings  
Printed/Typed Name of Signer

3-29-2019  
Date

Area Agency on Aging of Dallas County  
Name of Area Agency on Aging

  
Printed/Typed Name of Signer

  
Signature

9/25/19  
Date

TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION  
7551 Metro Center Drive, Suite 100  
Austin, Texas 78744

If you are not certain whether all parties meet the requirements for entering into this agreement, you may wish to consult an attorney.

Texas Workers' Compensation Act, Texas Labor Code, Section 406.141(2) defines "independent contractor" as follows: (2) "Independent contractor" means a person who contracts to perform work or provide a service for the benefit of another and who: (A) is paid by the job, not by the hour or some other time-measured basis; (B) is free to hire as many helpers as he desires and to determine what each helper will be paid; and (C) is free to work for other contractors, or to send helpers to work for other contractors, while under contract to the hiring employer.

CHECK  BOX OF STATEMENT THAT APPLIES

JOINT AGREEMENT TO AFFIRM INDEPENDENT  
RELATIONSHIP FOR CERTAIN BUILDING  
AND CONSTRUCTION WORKERS

Notice of Declaration

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby declare that the Independent Contractor meets the qualifications of an Independent Contractor under Texas Workers' Compensation Act, Texas Labor Code, Section 406.141, that the Independent Contractor is not an employee of the Hiring Contractor, and that:

- (A) the Independent Contractor and the Independent Contractor's employees shall not be entitled to workers' compensation coverage from the Hiring Contractor; and
- (B) the Hiring Contractor's workers' compensation insurance carrier shall not require premiums to be paid by the Hiring Contractor for coverage of the Independent Contractor or the Independent Contractor's employees, helpers, or subcontractors.

THIS DECLARATION TAKES EFFECT UPON RECEIPT BY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION. THIS DECLARATION APPLIES TO ALL HIRING AGREEMENTS EXECUTED BY THE HIRING CONTRACTOR AND THE INDEPENDENT CONTRACTOR DURING THE YEAR AFTER THIS DECLARATION IS FILED UNLESS A SUBSEQUENT HIRING AGREEMENT IS MADE TO WHICH THE DECLARATION DOES NOT APPLY. IN THE EVENT THAT A HIRING AGREEMENT TO WHICH THIS DECLARATION DOES NOT APPLY IS MADE, THE HIRING CONTRACTOR AND INDEPENDENT CONTRACTOR SHALL SO NOTIFY THE TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION AND THE HIRING CONTRACTOR'S WORKERS' COMPENSATION INSURANCE CARRIER (IF ANY) IN WRITING WITHIN 10 DAYS AFTER THE NON-APPLYING AGREEMENT IS MADE. ONCE THIS AGREEMENT IS SIGNED, THE SUBCONTRACTOR AND THE SUBCONTRACTOR'S EMPLOYEES SHALL NOT BE ENTITLED TO WORKERS' COMPENSATION COVERAGE FROM THE HIRING CONTRACTOR UNLESS A SUBSEQUENT WRITTEN AGREEMENT IS EXECUTED, AND FILED ACCORDING TO WORKERS' COMPENSATION RULES, EXPRESSLY STATING THAT THIS AGREEMENT DOES NOT APPLY.  
Texas Labor Code, Texas Workers' Compensation Act, Section 406.145.

AGREEMENT TO ESTABLISH EMPLOYER-  
EMPLOYEE RELATIONSHIP FOR CERTAIN  
BUILDING AND CONSTRUCTION WORKERS

Notice of Agreement

The undersigned Hiring Contractor and the undersigned Independent Contractor hereby agree that the Hiring Contractor  will withhold  will not withhold the cost of workers' compensation insurance coverage from the Independent Contractor's contract price and that the Hiring Contractor will purchase workers' compensation insurance coverage for the Independent Contractor and the Independent Contractor's employees. Once this agreement is signed, for the purpose of providing workers' compensation insurance coverage, the Hiring Contractor will be the employer of the Independent Contractor and the Independent Contractor's employees. This agreement makes the Hiring Contractor the employer of the Independent Contractor and the Independent Contractor's employees only for the purposes of workers' compensation laws of Texas and for no other purpose.

TERM (DATES) OF AGREEMENT: \_\_\_\_\_ FROM: \_\_\_\_\_  
TO: \_\_\_\_\_

LOCATION OF EACH AFFECTED JOB SITE (OR STATE WHETHER THIS IS A BLANKET AGREEMENT):  
\_\_\_\_\_  
\_\_\_\_\_

ESTIMATED NUMBER OF EMPLOYEES AFFECTED: \_\_\_\_\_

THIS AGREEMENT SHALL TAKE EFFECT NO SOONER THAN THE DATE IT IS SIGNED.

Texas Labor Code, Texas Workers' Compensation Act, Section 406.144.

Hiring Contractor's Affirmation

If the Hiring Contractor's workers' compensation carrier change during the effective period of coverage, it is advisable for the Hiring Contractor to file this form with the new insurance carrier.

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Signature of Hiring Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address (Street)

\_\_\_\_\_  
Printed Name of the Hiring Contractor

\_\_\_\_\_  
Address (City, State, Zip)

Independent Contractor's Affirmation

\_\_\_\_\_  
Federal Tax I.D. Number

\_\_\_\_\_  
Signature of Independent Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address (Street)

\_\_\_\_\_  
Printed Name of the Independent Contractor

\_\_\_\_\_  
Address (City, State, Zip)

The Hiring Contractor should retain the original. Legible copies of this agreement should be filed with the hiring contractor's workers' compensation insurance carrier and the Division within 10 days of the date of execution. An agreement is not considered filed if it is illegible or incomplete. Filing may be accomplished by mail or facsimile transmission. The Independent Contractor should also retain a copy of the agreement.

Division Date Stamp Here



**DALLAS AREA AGENCY ON AGING - FOCAL POINTS September 18, 2019**

<p><b>Carver Heights Senior Center</b> Duffie Taylor, Center Manager 2510 E Ledbetter Dr. Dallas, TX 75216 (214) 371-2024</p>	<p><b>Good Street Activity Senior Center/ Elmwood-King New Beginning Senior Center</b> Lynn Bradshaw, Center Manager 3110 Bonnie View, Dallas, TX 75216 (214) 819-1860</p>	<p><b>Mesquite-Goodbar Senior Center</b> Kristen Herndon, Center Manager 3000 Concord, Mesquite, TX 75150 (972) 279-6881 / FAX: (972) 216-6397 <a href="mailto:khherndon@cityofmesquite.com">khherndon@cityofmesquite.com</a></p>	
<p><b>Concord Senior Center</b> Princess Lacy, Center Manager 6808 Pastor Bailey Dr., Dallas, TX 75237 (214) 331-8522 ext. 6760</p>	<p><b>Hutchins Senior Center</b> Wanda Randle 500 W. Hickman, Hutchins, TX 75141 (Mail P.O. Box 754) (972) 225-0439 / FAX: (972) 225-5559 <a href="mailto:wrandle@cityofhutchins.org">wrandle@cityofhutchins.org</a></p>	<p><b>M.L.K. Senior Center</b> Aneita Busby, Center Manager 2901 Pennsylvania Ave., Dallas, TX 75215 (214) 670-8169</p>	
<p><b>Deaf Action Center</b> Heather Hughes, Executive Director 5910 Cedar Springs Rd., Dallas, TX 75235 (214) 521-0407 \ FAX: (214) 521-3658 <a href="mailto:heather.hughes@dactexas.org">heather.hughes@dactexas.org</a></p>	<p><b>Irving-Heritage Senior Activity Center</b> Ann Gillespie, Supervisor 200 S. Jefferson, Irving, TX 75060 (972) 721-2496 / FAX: (972) 721-3744 <a href="mailto:agillespie@cityofirving.org">agillespie@cityofirving.org</a></p>	<p><b>North Dallas Senior Center</b> Kathleen Kirby/Joyce Edwards, Center Managers 2255 N. Washington Ave., Dallas, TX 75204 (214) 819-1860</p>	
<p><b>DeSoto Senior Activity Center</b> Nathan Busby, Center Manager 204 Lion St., DeSoto, TX 75115 (972) 230-5825 / FAX: (972) 230-5827 <a href="mailto:nbusby@ci.desoto.tx.us">nbusby@ci.desoto.tx.us</a></p>	<p><b>Jefferson Senior Center</b> Francia De La Rosa, Center Manager 1617 W. Jefferson Blvd., Dallas, TX 75208 (972) 905-3589</p>	<p><b>Pleasant Grove/Sunshine Senior Centers Amber Red Bear, Center Manager</b> Larry Johnson Recreation Center 3700 Dixon Ave., Dallas, TX 75210 (214) 398-5215</p>	
<p><b>Duncanville Hopkins Senior Center</b> Noel Garcia, Manager 206 James Collins Blvd., Duncanville, TX 75116 (972) 780-5073 <a href="mailto:ngarcia@duncanville.com">ngarcia@duncanville.com</a></p>	<p><b>Jewish Community Center</b> Anna Angorina, Manager 7900 Northaven Rd., Dallas, TX 75230 (214) 239-7119 / FAX: (214) 368-4709 <a href="mailto:aangorina@jccdallas.org">aangorina@jccdallas.org</a></p>	<p><b>Seagoville Senior Center</b> April Smigielski, Manager Seagoville Community Center 304 E. Farmers Rd., Seagoville, TX 75159 (972) 287-4113 / FAX: (972) 287-9587 <a href="mailto:seniors@seagoville.us">seniors@seagoville.us</a></p>	
<p><b>Emeritus Center at Mountain View College</b> Teresa Beard, Center Manager Room W-124 4849 W. Illinois Ave., Dallas, TX 75211 (214) 860-3666</p>	<p><b>Lancaster Senior Life Center</b> Arless Michael, Manager 240 Veterans Memorial Parkway, Lancaster, TX 75134 (972) 218-3780 / FAX: (972) 218-3694 <a href="mailto:amichael@lancaster-tx.com">amichael@lancaster-tx.com</a></p>	<p><b>The Summit</b> Edwina Cruz, Senior Center Manager 2975 Esplanade; Grand Prairie, TX 75052 (972) 237-4141 / FAX: (972) 237-4122 <a href="mailto:Ecruz@GPTX.org">Ecruz@GPTX.org</a></p>	<p><b><u>OTHER DESIGNATED AGENCIES</u></b></p>
<p><b>Garland-Carver Senior Center</b> Shannon Stephens, Recreation Specialist 222 Carver, Garland, TX 75040 (972) 205-3305 / FAX: (972) 205-3327 <a href="mailto:sstephen@garland.tx.gov">sstephen@garland.tx.gov</a></p>	<p><b>Marcus Annex Senior Center</b> Neal Johnson, Center Manager 2910 Modella, Dallas, TX 75229 (214) 670-6597</p>	<p><b>Wellmed Senior Center-Redbird</b> Latrice Brown, Center Manager 3107 W. Camp Wisdom Road, Dallas, TX 75237 (972) 942-7720</p>	<p><b>Metrocrest Services</b> Tracy Eubanks, Chief Executive Officer 13801 Hutton Dr., Suite 150 Farmers Branch, TX 75234 (972) 446-2100</p>
<p><b>Garland Senior Activity Center</b> D'Aun Muhlinghaus, Senior Services Specialist 600 W. Ave. A; Garland, TX 75040 (972) 205-2769 / FAX: (972) 487-2417 <a href="mailto:DMuhling@garlandtx.gov">DMuhling@garlandtx.gov</a></p>	<p><b>Marillac Community Ctr./Brady Senior Services</b> Robin Korevaar, Manager 2843 Lapsley St., Dallas, TX 75212 (214) 826-8335 / FAX: (214) 826-8579 <a href="mailto:rkorevaar@ccdallas.org">rkorevaar@ccdallas.org</a></p>	<p><b>West Dallas Senior Center</b> Trepasco Cox, Center Manager 2828 Fish Trap Road, Dallas, TX 75212 (214) 670-6350</p>	<p><b>Resource Center – Gray Pride</b> LGBT Seniors 50+ 5750 Cedar Springs Rd., Dallas, TX 75235 (214) 540-4418 <a href="mailto:graypride@myresourcecenter.org">graypride@myresourcecenter.org</a></p>
<p><b>Glenn Heights Senior Center <span style="color: red;">Opening December 2019</span></b> DeNita L. Quinn, Community Engagement Coordinator 1938 S. Hampton Rd., Glenn Heights, TX 75154 (972) 233-1690 / FAX: (469) 969-3277 <a href="mailto:denita.quinn@glennheightstx.gov">denita.quinn@glennheightstx.gov</a></p>	<p><b>Mesquite-Evans Senior Center</b> Heidi Lyon, Center Manager (Mail PO Box 850137, Mesquite, TX 75185) 1116 Hillcrest, Mesquite, TX 75149 (972) 285-6761 / FAX: (972) 216-6397 <a href="mailto:hlyon@cityofmesquite.com">hlyon@cityofmesquite.com</a></p>		<p><b>The Senior Source</b> Renaee Perry, Operations Officer 3910 Harry Hines Blvd., Dallas, TX 75219 (214) 823-5700 ext. 6159 <a href="mailto:rperry@theseniorsource.org">rperry@theseniorsource.org</a></p>

3/27/19 5:17 PM

Provider Name: City of Seagoville

AAA Name: Area Agency on Aging of Dallas County

**Congregate Meals**

**BUDGET WORKSHEET CERTIFICATION**

**AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:**

- I have read the note below and the instructions applicable to this budget worksheet.
- I have reviewed this budget worksheet after its preparation.
- To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.
- This budget worksheet was prepared from the books and records of the contracted provider.
- I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.

**Note:** The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

City of Seagoville

Name of Contracted Provider

3-29-2019

Date

Patrick Stallings

Printed/Typed Name of Signer



Signature

Signer Authority:

(check one)

Sole Proprietor

Partner

Corporate Officer

Association Officer

Board Member

Governmental Official

## Service Projections FY2020

Agency Name: **\*REQUIRED\***

Seagoville Senior Center

a. Provide

Fill out service projections including number of unduplicated persons to be served and service units to be provided for each service proposed under the project.

**Double click the table chart to insert your projections:**

Proposed Service #1:	Projected FY2019 Final	FY2020 Performance Projections	Variance from Current Year Projected	Explanation of Variance +/- 5%
Unduplicated Persons	170	180		
Services Units	9500	10000		

Proposed Service #2:	Projected FY2019 Final	FY 2020 Performance Projections	Variance from Current Year Projected	Explanation of Variance +/- 5%
Unduplicated Persons				
Services Units				

**Please send via e-mail**

## ***Regular Session Agenda Item: 9***

**Meeting Date: November 4, 2019**

### **ITEM DESCRIPTION:**

Discuss and consider a Resolution of the City of Seagoville, Texas, (1) authorizing the City Manager to execute an Agreement with Vector Concepts for the purchase and installation of 290 square yards of Hidden Plains 1A Carpet Tile at the Seagoville Public Library in an amount not to exceed \$11,097.00, said amount to include all necessary materials, labor, equipment and installation, and (2) further authorizing the City Manager to execute an agreement with Randy Thomas Library Works for professional library/stack furniture moving services to support the carpet installation process in an amount not to exceed \$10,777.00, and providing an effective date.

### **BACKGROUND OF ISSUE:**

During the FY 2020 Budget process staff worked to determine feasibility and costs involved with replacing the library carpet that is more than twenty years old. New carpet will match the carpet in City Hall and the Council Chambers and will provide a cleaner, more inviting environment for library users and staff. The project was presented and approved in the FY 2020 Budget.

### **FINANCIAL IMPACT:**

Total cost of \$21,874.00 was approved in the FY 2020 Budget.

### **RECOMMENDATION:**

Staff recommends proceeding with the purchase and installation of new carpet for the library.

### **EXHIBITS:**

Exhibit A - Vector Concepts Proposal  
Exhibit B – Randy Thomas Library Works

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

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, (1) AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH VECTOR CONCEPTS FOR THE PURCHASE AND INSTALLATION OF 290 SQUARE YARDS OF HIDDEN PLAINS 1A CARPET TILE AT THE SEAGOVILLE PUBLIC LIBRARY IN AN AMOUNT NOT TO EXCEED \$11,097.00, SAID AMOUNT TO INCLUDE ALL NECESSARY MATERIALS, LABOR, EQUIPMENT AND INSTALLATION, AND (2) FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH RANDY THOMAS LIBRARY WORKS FOR PROFESSIONAL LIBRARY STACK/ FURNITURE MOVING SERVICES TO SUPPORT THE CARPET INSTALLATION PROCESS IN AN AMOUNT NOT TO EXCEED \$10,777.00, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council, in the FY 2020/2021 Library Budget authorized the purchase and installation of replacement carpet at the Seagoville Public Library; and

**WHEREAS**, the City has received a proposal for the carpet purchase and installation through Buy-Board from Vector Concepts for installation of 290 square yards of Hidden Plains 1A carpet tile, including all materials, labor, equipment and installation for an amount not to exceed \$11,097.00; and

**WHEREAS**, the City has received a proposal for the required removal and replacement of library stacks and furniture to accommodate the carpet installation from Randy Thomas Library Works in an amount not to exceed \$10,077.00 and

**WHEREAS**, City staff deems these to be the lowest and most responsive proposals; and

**WHEREAS**, the City Council of the City of Seagoville finds it to be in the best public interest of the City to authorize the herein described purchases.

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

**SECTION 1.** The City Council hereby authorizes the City Manager to execute an agreement for the purchase of 290 square yards of Hidden Plains 1A Carpet Tile from Vector Concepts in an amount not to exceed \$11,097.00, said amount to include all required materials, labor, equipment, and installation and authorizes the City Manager to disburse said funds.

**SECTION 2.** The City Council hereby authorizes the City Manager to execute an agreement with Randy Thomas Library Works in an amount not to exceed \$10,077.00 for the professional moving services for removal and replacement of library stacks and furniture to accommodate the carpet installation described herein and authorizes the City Manager to

disburse said funds.

**SECTION 3.** All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

**SECTION 4.** If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 5.** This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this 4<sup>th</sup> day of November, 2019.

APPROVED:

---

DENNIS K. CHILDRESS, MAYOR

ATTEST:

---

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

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VICTORIA THOMAS, CITY ATTORNEY  
TM111893 103119



# VECTOR CONCEPTS

9010 N. Royal Lane, Suite 110  
Irving Texas 75063  
972-399-1303 office 972-790-7535 fax  
www.vectorconcepts.com



Contract #  
560-18 (Sports) & 561-18 (Commercial)



# Proposal

Proposal #	22481
Customer PO	
Contract #	
Date	5/29/2019
Sales Person 1	Rick Gillissie
Project Manager	Rick Gillissie

For: Acct # 1650  
972 287-6829 Fax

Job Site:

CITY OF SEAGOVILLE  
702 N. HWY 175  
SEAGOVILLE, TX 75159

CITY OF SEAGOVILLE / CASEY FILLMORE,  
469-319-5027  
702 N HWY 175  
SEAGOVILLE, TX 75159

Type	Quantity	Product Description Labor Description	Color / Item Number Room	Price	Total
<b>Cpt Tile</b>					
Materials	290 SqYd	HIDDEN PLAINS - 50CM	POLAR NIGHT - HDP154-119	\$26.00	\$7,540.00
Labor	290 SqYd	1A CARPET TILE		\$3.00	\$870.00
<b>Adhesive</b>					
Materials	3 Each	NON-REACTIVE ADHESIVE (FORMERLY MODULAR 100V)	4 GALLON	\$145.00	\$435.00
<b>Wall Base</b>					
Materials	240 LnFt	BASE - RUBBER - COVE - 4" X 1/8"	JET BLACK 60	\$0.80	\$192.00
Labor	240 LnFt	B. 2 1/2" & 4" COIL RUBBER		\$0.45	\$108.00
<b>Adhesive</b>					
Materials	1 Each	440 COVE BASE ADHESIVE	1 GAL	\$22.00	\$22.00
<b>Reducers/Transitions/Adaptors</b>					
Materials	48 LnFt	CERAMIC TO CARPET	BLACK 100	\$1.25	\$60.00
<b>Floor Prep</b>					
Materials	3	GPS - GENERAL PATCH & SKIMCOAT	25 LB BAGS	\$25.00	\$75.00
Labor	3 Each	B. 25LB BAGS PREP		\$20.00	\$60.00
<b>Labor</b>					
Labor	260 SqYd	B. DEMO DIRECT GLUE CARPET AND SCRAPE ADHESIVE FOR RESILIENT INSTALLATION (BASE INCLUDED)		\$3.00	\$780.00
<b>Labor</b>					
Labor	1 Each	AFTER HOURS / PHASED WORK		\$955.00	\$955.00

Information	Total
-AFTER HOURS INSTALL PRICED	Labor \$2,773.00
-ALL DATA AND COMMUNICATIONS TO BE DISCONNECTED BY OWNER AND MOVED OUT OF INSTALL AREA	Materials \$8,324.00
-ALL DESKS AND FILE CABINETS TO BE EMPTIED PRIOR TO INSTALL	INVOICE \$11,097.00
-NO TAXES, MAJOR FLOOR PREP	Sales Tax
-EXISTING WOOD BASE TO REMAIN	Grand Total \$11,097.00
	Date Ck#
	Deposit

**Continuation For: CITY OF SEAGOVILLE, Proposal # 22481**

Type	Quantity	Product Description Labor Description	Color / Item Number Room	Price	Total
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**PROPOSAL SUBJECT TO CONTRACTUAL AGREEMENT**

**1926.1153 RESPIRABLE CRYSTALLINE SILICA OSHA COMPLIANCE FOR TABLE 1 ONLY**

**TERMS: PAYMENT IN ADVANCE** unless credit is approved and other terms are agreed. Vector Concepts will furnish, deliver, and install the above material in accordance with manufacturers guidelines for the listed price. The price includes all applicable freight and taxes, unless otherwise noted. Client is responsible for the condition of the job site which is concrete fit for purpose, to be broom swept, clear of trash & debris, other trades work completed, and ready for floor coverings. Unless specifically included, this proposal excludes: all demolition, repair of take-up of existing flooring: vacuuming, damp mopping, buffing, waxing or floor protection: floor floating, leveling or repair: sealing of floor, cleaning of removal of oil, grease, solvents, paints, plaster, or other foreign substances: asbestos control/abatement: attic stock of material: furniture movement: and addenda beyond the base bid per industry standard site conditions. this proposal includes only work during regular hours and for a single phase job. Client must submit to Vector Concepts a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed. Any floor preparation or activity not included in this proposal will be billed on a time plus material basis. Client is subject to payment for stored materials whether on job site or in Vector Concepts warehouse. Vector Concepts will not accept charge backs for damage or cleaning without the option to inspect claim(s) and to repair or to make arrangements for repairs of damages. Vector Concepts is not responsible for any claims that might result from product delivery date changes beyond their control. All product manufacture warranties are directly from manufacture. This proposal is valid for forty-five (45) days.

Buyer \_\_\_\_\_ Date \_\_\_\_\_  
 Seller \_\_\_\_\_ Date \_\_\_\_\_

# RANDY THOMAS LIBRARY WORKS

315 Northwest 17<sup>th</sup> Street  
Oklahoma City, Oklahoma 73103  
405-924-5201 [rtokc@sbcglobal.net](mailto:rtokc@sbcglobal.net)

April 1, 2019

To whom it may concern:

Thank you for the opportunity to quote your project. It has been my honor to assist in providing services and furnishings to libraries for over thirty years. I continue to enjoy a great sense of accomplishment that comes with the unique opportunity to work on projects that will have an ongoing positive impact on so many people for years to come.

We take great pride in all our work, whether it is installing a single section of shelving at an elementary school or months of work at a university or large metropolitan library.

While working on these projects we work closely with the staff and in many cases, we work with the public as well. At any point of the project we can and often do locate a book for a patron or a staff member. We become an extension of your staff and we represent your library with efficiency and pride.

Most importantly we have the experience and expertise to complete this project efficiently, accurately and safely.

We have preformed similar projects (some recarpets and some complete relocations) since 2000 at many libraries including the following:

Altus High School (Altus, OK)	Paris Public Library (Paris, TX)
Amarillo Public Library (Amarillo, TX)	Purcell Public Library (Purcell, OK)
Anadarko Public Library (Anadarko, OK)	Phillips University (Tulsa, OK)
Bracewell, Patterson Law Firm (Houston, TX)	Richardson Public Library (Richardson, TX)
Canton Public Library (Canton, TX)	Rogers Public Library (Rogers, AR)
Cleburne County (Heber Springs, AR)	Rusk County Public Library (Rusk, TX)
Clinton Public Library (Clinton, OK)	State of Oklahoma Vital Records
Dallas Public Library (Dallas, TX)	Stillwater Public Library (Stillwater, OK)
Elgin Public Library (Elgin, OK)	Shawnee Public Library (Shawnee, OK)
Frito Lay Corporation (Dallas, TX)	Texas State Tech. College (Sweetwater, TX)
Gardere, Winn Law Firm (Dallas, TX)	Trinity Valley Community College (Athens, TX)
Garland Public Library, (Garland, TX)	Trinity Valley Community College (Terrell, TX)
Grapevine Public Library (Grapevine, TX)	Tulsa City County Library (Tulsa, OK) +/- 8
John Peter Smith Hospital (Ft. Worth, TX)	Tulsa Public Schools (Tulsa, OK) +/- 15
Mansfield Public Library (Mansfield, TX)	University of Central Oklahoma (Edmond, OK)
Midwest City Public Library (Midwest City, OK)	University of Oklahoma Arch. (Norman, OK)
Northeastern State University (Broken Arrow, OK)	University of Oklahoma Geo. (Norman, OK)
Northwest AR Community College (Bentonville, AR)	University of Oklahoma HSC (Tulsa, OK)
Oklahoma City University (Oklahoma City, OK)	University of Oklahoma Law (Norman, OK)
Oklahoma City Community College	Vernon College (Vernon, TX)
Oklahoma State University OKC	Weatherford Public Library, (Weatherford, OK)
Oklahoma State Univ. Gov. Docs.	Wichita Falls Public Library (Wichita Falls, TX)

Several of the above we have relocated multiple times. I have supervised all these relocations and can personally assure a successful move. Please feel free to contact any of the above for recommendations. If you need a contact person, please let me know.

Thank you,  
Randy Thomas

# RANDY THOMAS LIBRARY WORKS

315 Northwest 17<sup>th</sup> Street  
Oklahoma City, OK 73103  
405-924-5201 [rtokc@sbcglobal.net](mailto:rtokc@sbcglobal.net)

April 30, 2019

**Quote B**  
Single face &  
items in Quote A

Liz Gant  
Library Director  
Seagoville Public Library  
702 N. Highway 175  
Seagoville, TX 75159

Dear Liz,

We are pleased to quote the following as requested.

Provide all equipment, labor and supervision to perform the following task in order to facilitate re-carpeting of the library. 90" cantilever double face steel ranges will be stacked moved. 90" double face Burroughs ranges will be unloaded onto our carts. Wood end of range shelving sections (24" x 82" SF) will be unloaded as needed. These ranges will be temporarily relocated, and returned to original locations after carpet replacement, books will be re-shelved onto Burroughs shelving and end of range sections. Current alpha numeric order will be maintained at all times.

All single face perimeter shelving on carpet will be unloaded onto our carts, temporarily relocated, and returned to original locations after carpet replacement. Current alpha numeric order will be maintained at all times.

Limited to the following items:

<u>Qty</u>	<u>Description</u>
4	90" DF 5 section ranges
3	90" DF 3 section ranges
1	90" DF Burroughs 5 section range
1	90" DF Burroughs 4 section range
1	90" DF Burroughs 3 section range
7	82" x 24" SF End of range sections
2	60" SF Wood sections
2	78" x 24" SF Wood sections
3	78" x 30" SF Wood sections (1 piece)
1	45" Wood section
14	90" SF Burroughs sections
10	60" x 48" SF Wood sections

**TOTAL PRICE****\$10,777.00**

Project will be divided into multiple phases depending upon final installation plan agreed upon by library, carpet installers, and Randy Thomas Library Works. It is imperative that we have full cooperation will all parties in order to expedite project and minimize down time. Total price is contingent upon carpet installers time frame being one day per phase.

Thank you,  
Randy Thomas

# RANDY THOMAS LIBRARY WORKS

315 Northwest 17<sup>th</sup> Street  
Oklahoma City, OK 73103  
405-924-5201 [rtokc@sbcglobal.net](mailto:rtokc@sbcglobal.net)

April 30, 2019

## Quote A

Double Face Only

Liz Gant  
Library Director  
Seagoville Public Library  
702 N. Highway 175  
Seagoville, TX 75159

*This option was rejected, as it left wall sections w/o new carpeting.*

Dear Liz,

We are pleased to quote the following as requested.

Provide all equipment, labor and supervision to perform the following task in order to facilitate re-carpeting of the library. 90" cantilever double face steel ranges will be stacked moved. 90" double face Burroughs ranges will be unloaded onto our carts. Wood end of range shelving sections (24" x 82" SF) will be unloaded as needed. These ranges will be temporarily relocated, and returned to original locations after carpet replacement, books will be re-shelved onto Burroughs shelving and end of range sections. Current alpha numeric order will be maintained at all times.

Limited to the following items:

<u>Qty</u>	<u>Description</u>
4	90" DF 5 section ranges
3	90" DF 3 section ranges
1	90" DF Burroughs 5 section range
1	90" DF Burroughs 4 section range
1	90" DF Burroughs 3 section range
7	82" x 24" SF End of range sections

**TOTAL PRICE**

**\$6,775.00**

Project will be divided into multiple phases depending upon final installation plan agreed upon by library, carpet installers, and Randy Thomas Library Works. It is imperative that we have full cooperation with all parties in order to expedite project and minimize down time. Total price is contingent upon carpet installers time frame being one day per phase.

Thank you,  
Randy Thomas

## ***Regular Session Agenda Item: 10***

**Meeting Date: November 4, 2019**

### **ITEM DESCRIPTION**

Discuss and consider a Resolution of the City of Seagoville, Dallas County, Texas, casting its vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District.

### **BACKGROUND OF ISSUE:**

As reflected in the attached memorandum from DCAD Executive Director/Chief Appraiser W. Kenneth Nolan, the nomination process for persons to serve on the Dallas Central Appraisal District Board of Directors has been completed.

There are five (5) nominees to choose from: Mr. Michael Hurtt, Ms. Dianne Cartwright, Ms. Mona Dixon, Mr. Brett Franks, and Mr. Steve Nichols. By State law, the City must vote by official ballot Resolution. will cast the City of Seagoville's vote.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS**

Resolution casting vote for the suburban cities' representative for Dallas County Central Appraisal District Board of Directors

Memo – DCAD Executive Director/Chief Appraiser W. Kenneth Nolan

**A RESOLUTION OF THE CITY OF SEAGOVILLE**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT**

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the School Districts, and the Dallas County Community College District, except the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said school districts shall, from among the nominations received elect by a majority vote, with each school district and community college district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum, and

WHEREAS, the City of Seagoville does hereby cast its vote by marking the ballot below: (Check one only)

- Michael Hurtt**
- Dianne Cartwright**
- Mona Dixon**
- Brett Franks**
- Steve Nichols**

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Seagoville does hereby confirm its one (1) vote for the election of \_\_\_\_\_ as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

PASSED AND APPROVED, this the 4th day of November, 2019

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MAYOR

ATTEST: \_\_\_\_\_  
CITY SECRETARY

SEAL:



**Dallas Central Appraisal District**

Date: October 28, 2019

To: Dennis K. Childress, Mayor, City of Seagoville

From: W. Kenneth Nolan, Executive Director/Chief Appraiser

Re: Election of Suburban Cities' Representative to Dallas Central Appraisal District Board of Directors

In accordance with state law, the nomination process for persons to serve on the Dallas Central Appraisal District Board of Directors has been completed. By state law, your agency is required to vote by official ballot resolution, which is enclosed. **You must do so no later than December 16, 2019. If your entity chooses to abstain from voting, please notify me in writing.**

The nominees are as follows. Also included are the names of the nominating cities.

<b>Nominee</b>	<b>Entity(s) Nominating</b>
Mr. Michael Hurtt	Desoto, Duncanville, Richardson
Ms. Dianne Cartwright	Irving
Ms. Mona Dixon	Lancaster
Mr. Brett Franks	Sachse
Mr. Steve Nichols	Hutchins

**If you have questions concerning the candidates please contact the entities who nominated them.**

Please act on this election process by official ballot resolution and return the ballot resolution to my office in the enclosed envelope by December 19, 2019. **The 1979 resolution adopted by the taxing units participating in Dallas Central Appraisal District, which governs board elections, requires that a candidate receive a majority of the votes in order to be elected to the Board of Directors. Therefore, it is imperative that your taxing unit cast its vote before the December 16, 2019 deadline.**

We appreciate your interest in this very important process and look forward to receiving your vote.

WKN/kld

Enclosure (Official Ballot Resolution/Return Envelope)

cc: Pat Stallings, City Manager  
Kandi Jackson, City Secretary  
Patrick Harvey, Director of Finance

## ***Regular Session Agenda Item: 11***

**Meeting Date: November 4, 2019**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of one (1) Pro-Patch Asphalt Pothole Patcher Trailer Model TM 300-40 DHE Trailer Unit in an amount not to exceed \$53,825.00 from H.D. Industries, Inc.; and authorizing the City Manager to execute any and all necessary documents and disburse said funds; and providing for an effective date.

### **BACKGROUND OF ISSUE:**

The Community Development Department requested approval for the purchase of a pro-patch pothole patcher trailer. This purchase was submitted and approved during the FY 2019-2020 budget.

The pro-patch pothole patcher trailer will be used to patch or repair potholes within our city limits. This equipment would help to enhance efficiency of pothole repairs by city staff. This purchase would be obtained through the Buy Board Cooperative Purchasing Program (597-19). There is adequate funding in the existing budget for maintenance.

### **FINANCIAL IMPACT:**

\$53,825.00

### **RECOMMENDATION:**

Staff recommends approval of this purchase to H.D Industries, Inc. at a cost of \$53,825.00

### **EXHIBITS:**

Resolution  
Quote from H.D. Industries, Inc.  
Photos of Pro-Patch Pothole Patcher Trailer

**RESOLUTION NO. \_\_\_\_-R-19**

**A RESOLUTION OF THE CITY OF SEGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF ONE (1) PRO-PATCH ASPHALT POTHOLE PATCHER TRAILER MODEL TM 300-40 DHE TRAILER UNIT IN AN AMOUNT NOT TO EXCEED \$53,825.00 FROM H.D. INDUSTRIES, INC; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS AND DISBURSE SAID FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, City Administration has determined there is a need to purchase a Pro-Patch Asphalt Pothole Patcher Trailer model TM 300-40 DHE trailer unit for the Community Development Department; and

**WHEREAS**, the City Council authorized the expenditure for the same in the FY 2019-2020 Community Development Department budget; and

**WHEREAS**, the purchase of the herein described equipment complies with City specifications and can be competitively procured from H.D. Industries, Inc. through the Buy Board Cooperative Purchasing Program; and

**WHEREAS**, the City Council of the City of Seagoville finds it to be in the public interest of the City to authorize the herein described purchase.

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

**SECTION 1.** The City Council hereby authorizes the purchase of one (1) Pro-Patch Asphalt Pothole Patcher Trailer model TM 300-40 DHE trailer unit in an amount not to exceed fifty-three thousand eight hundred twenty-five dollars and no cents (\$53,825.00), said amount to include delivery and freight charges, from H.D. Industries, Inc and authorizes the City Manager to execute any and all documents necessary for the purchase and further authorizes the City Manager to disburse said funds.

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

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this the 4<sup>th</sup> day of November, 2019.

**APPROVED:**

---

DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

---

KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

---

VICTORIA THOMAS, CITY ATTORNEY  
TM 111894 103119



# H.D. INDUSTRIES, Inc.

*Pro-Patch Pot Hole Patcher*

P.O. BOX 8250 · JACKSONVILLE, TEXAS 75766 · (903) 586-6126 · [www.pro-patch.com](http://www.pro-patch.com)

October 25, 2019

Justin Wilkerson  
City of Seagoville  
101 N. Watson  
Seagoville, TX 75159

Dear Mr. Wilkerson:

Please review the following quote for the **Pro-Patch** Asphalt Pothole Patcher Trailer Model TM 300-40 DHE. I have included the recommended options for a well-equipped unit. However, you can add or delete options to best suit your needs. It can be purchased through the Texas Buy Board. **The Board Contract No. is 597-19.**

1. Model TM 300-40 DHE Trailer Unit w/ Electric Brakes 10 Axles .....	\$38,495.00
2. 23.5 HP Liquid Cooled Electric Start Kohler Diesel Engine.....	4,600.00
3. Hydraulic Bi-fold Steel Top Doors.....	2,695.00
4. 8 Gallon Waste Oil Tank.....	385.00
5. Electric Hoist.....	995.00
6. 10 Gallon Stainless Water Tank .....	495.00
7. Diesel Fuel Hose Reel w/ 20ft of Hose.....	375.00
8. Meteorlight SY2000 LED Strobe Light.....	305.00
9. S.S. Arrow Stick SY-900 LED Rear Mount.....	800.00
10. Wacker WW1550AW Compactor Plate .....	2,695.00
11. 2 Each 100 LB 25 Gallon LP Gas Bottles w/ Racks.....	1,520.00
12. 200,000 BTU Hand Torch w/ Torch Rack.....	Standard
13. Color: Gloss Black .....	Standard
<b>Subtotal/FOB Jacksonville, TX.....</b>	<b>\$53,260.00</b>
Delivery/Freight .....	\$565.00
<b>Total.....</b>	<b>\$53,825.00</b>

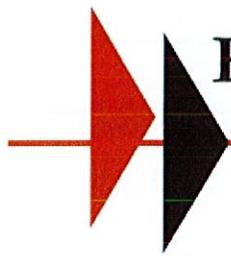
Delivery will be 30 to 60 days after receiving purchase order depending on stock inventory.

I hope this information is helpful to you and I look forward to the possibility of working with you. If you have any questions or need any additional information, please feel free to give me a call at 1-800-256-6126.

Thank you,

*Harold Dillingham*

Harold Dillingham  
President



# H.D. INDUSTRIES, Inc.

## *Pro-Patch Pot Hole Patcher*

P.O. BOX 8250 · JACKSONVILLE, TEXAS 75766 · (903) 586-6126 · [www.pro-patch.com](http://www.pro-patch.com)

### ASPHALT POTHOLE PATCHER SPECIFICATIONS TRAILER MOUNTED MODEL TM 300-40 DHE OCTOBER 25, 2019

1. **GENERAL**

The *Pro-Patch* model TM 300-40 DHE LP Gas Heating System has a 3 cubic yard, 4 ton asphalt aggregate hopper with 40 gallon emulsion oil tank that is fully insulated with 2" industrial high temperature 12R factor insulation encased in a double jacket.

2. **BODY DIMENSIONS**

The body is 88" long, 45" high and 78" wide. Body has L.E.D. style stop, turn, emergency flashers and side marker lights.

3. **HYDRAULIC OPERATED STEEL TOP DOORS**

Two (2) hydraulically operated bi-fold steel top doors with hex brake for rigidity. Doors are insulated with 2" of high temperature insulation in a double steel jacket. The doors have rain seal caps and flex plates to keep asphalt out of door hinges. Each door shall have a 1 1/2" bore with 13" stroke hydraulic cylinder with bypass and flow control valves. The controls for doors are at the rear of the unit.

4. **HEATING SYSTEM**

The body shall have a dry radiant heat chamber heated by 1 each 150,000 BTU retort tube propane burner with vertical exhaust stacks. The burner is thermostat controlled and regulated at 10 PSI. The ignition system is 12 Volt DC with electronic igniter with 12 volt battery. Gas burner has a safety shut-off on loss of flame or excessive high temperature. Thermostat will be 0/300° F solid state with digital temperature reading. Unit has 200,000 BTU hand torch with 10 ft. hose and hose rack.

5. **DESPENSING ASPHALT MATERIAL**

The asphalt hopper has a 9 foot long by 6" diameter, hard surfaced flight screw conveyor on 2" scheduled 80 pipe and is ball bearing mounted with an Anti-Bridge Device. Conveyor is driven by a 9200 in. LB. torque variable speed hydraulic motor with forward and reverse. Unit shall have an asphalt chute with 180 Pivot.

6. **ASPHALT AGITATOR**

The agitator shaft is built into the premix hopper and designed to break up asphalt bridging due to vibratory compaction. The scheduled 160 shaft has 12 spikes and is ball bearing mounted and driven by a 9200 in. lb. Torque variable speed hydraulic motor with forward and reverse. *All bearings can be greased through a feeder line mounted outside the unit from ground level.*

7. **TACK OIL TANK CAPACITY AND HEATING SYSTEM**

The tank, built onto the main body, has a capacity of 40 gallons and a double steel jacket with 2" insulation. The tank has a 110 volt, 500 watt, Electric Heater. *The liquid asphalt pump and all lines are in an insulated heated area with an 8" fill cap and a 1" drain.*

8. **WASTE OIL TANK**

An eight (8) gallon waste oil tank, for flushing pump, spray wand and lines at the end of the work day, with necessary valve for draining.



# H.D. INDUSTRIES, Inc.

*Pro-Patch Pot Hole Patcher*

P.O. BOX 8250 · JACKSONVILLE, TEXAS 75766 · (903) 586-6126 · www.pro-patch.com

## ASPHALT POTHOLE PATCHER SPECIFICATIONS TRAILER MOUNTED MODEL TM 300-40 DHE OCTOBER 25, 2019

9. **LIQUID ASPHALT OIL PUMP**

A hydraulically driven, 1½" self-priming, variable speed, reversible, rotary gear pump with relief valve with Pressure Gauge. Operating at 20 GPM at 1200 RPM, 100 PSI. *Pump and all oil lines are in an insulated heated area.* The pump will circulate the emulsion oil to prevent separation and to crush any lumps that may form and cause clogging of the spray tip. *Air injection systems do not have this capability.*

10. **HYDRAULIC CONTROL VALVE – U.S. PATENT NO. 7037034**

Five spool, two-way, variable flow with 2200 PSI relief valve. The valve controls hydraulic screw conveyor, asphalt agitator, and liquid asphalt pump. Hydraulic Tool Circuit and Hydraulic Doors. **The valve has an internal or external safety design that will protect the operator and not allow the screw conveyor or asphalt agitator to operate when the doors are open.** This system is designed to divert hydraulic oil pressure back to the tank. Electric solenoids on hydraulic valve are not acceptable due to mechanical override feature and ease of bypassing system. The valve is operated from the rear of machine by remote levers. To reduce maintenance problems the main directional control valve stack has no electric solenoids.

11. **DIRECTIONAL ARROW STICK**

Arrow Stick Superior Signal SY900 50-LED.

12. **WATER TANK**

10 Gallon water tank mounted at rear of hopper. Water supply for Compactor.

13. **TRAILER**

Trailer is 72" wide and 176" long. The trailer frame is constructed of 2" x 6" x 3/16" rectangular tubing. The tongue is 3" x 4" x 3/8" rectangular tubing. The deck is 1/8" tread plate. Trailer has solid steel wheel with dual 10,000 LB. axles, **electric brakes**, 4 each 215/75R17.5 Load Range G tires, 7,000 LB swivel landing gear type tongue jack, 3" I.D. adjustable height **LUNETTE pintle hitch eye** with (2) 3/8" safety chains 36" long with hooks. Electric brakes shall have a safety break away. Shall have a 6 pin trailer connector. Trailer shall have safety reflector tape on all sides. **With 4 Lifting Eyes.**

14. **KOHLER DIESEL ENGINE**

23.5 HP 3,000 RPM water cooled diesel, two (2) cylinder, and 12 volt electric DC starter. 35 amp alternator, 650 CA Battery with weather proof cover.

Remote control panel consisting of glow plug warm intake assistance,

Water temp, oil pressure shut down with tachometer. Engine shall have 15 gallon diesel fuel tank. A 12 GPM Hydraulic pump shall be direct mounted to the engine. Engine has rear mounted vernier cable throttle Control.

15. **FUEL**

2 Each 100 LB. (25 gallon) removable DOT propane bottles, complete with quick fill connector and 10 PSI regulator.

16. **TEMPERATURE GAUGES**

The Unit has two 3" dial type, stainless steel temperature gauges that constantly monitor the temperature of the asphalt hopper and road oil tank.



# H.D. INDUSTRIES, Inc.

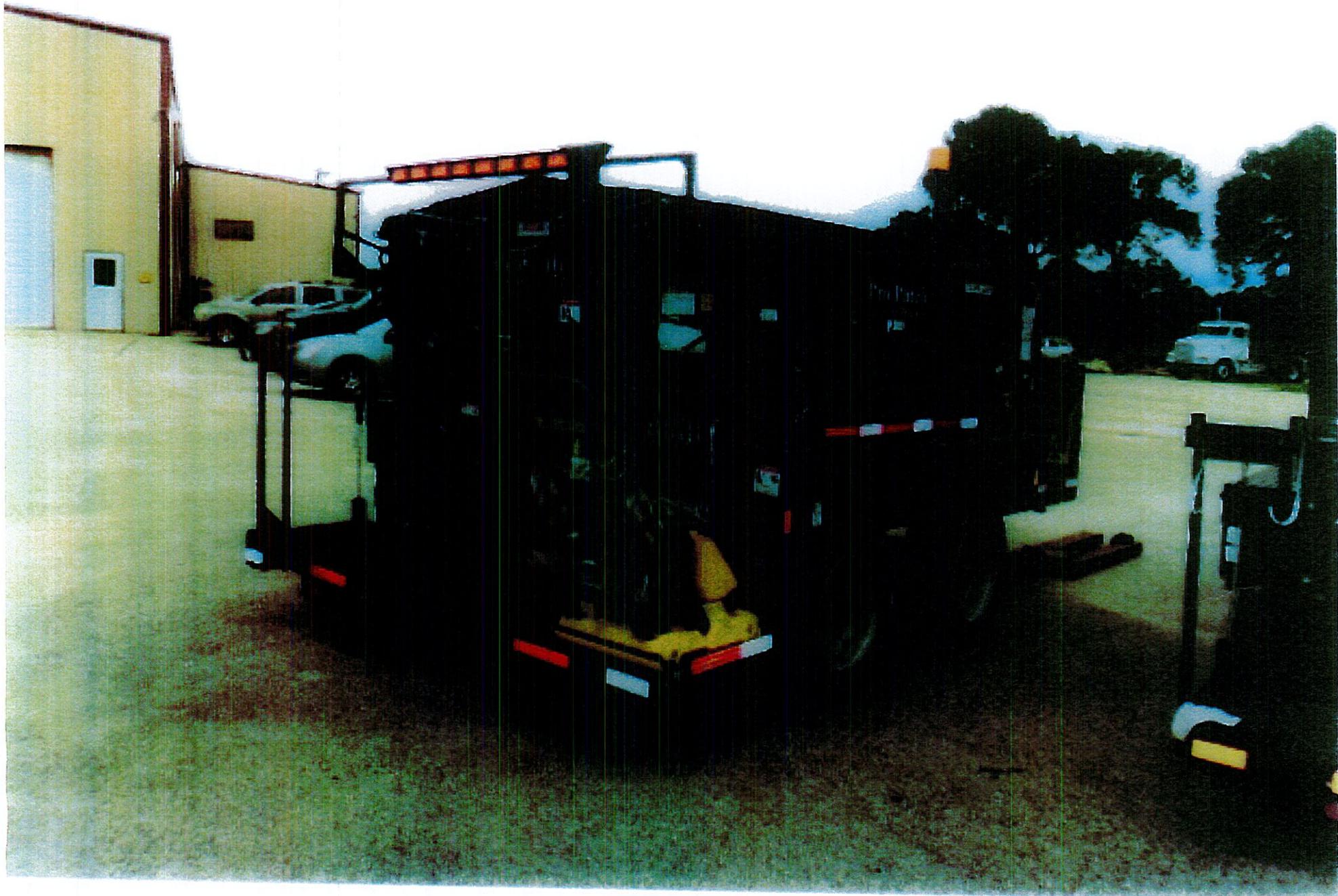
*Pro-Patch Pot Hole Patcher*

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## ASPHALT POTHOLE PATCHER SPECIFICATIONS TRAILER MOUNTED MODEL TM 300-40 DHE OCTOBER 25, 2019

17. **HAND TORCH**  
For drying off repair site and cleaning hand tools, the unit has a 200,000 propane BTU hand torch with shut-off valve and 10' of hose with hose rack. Hand torch has mounting bracket for transport.
18. **DIESEL FUEL / RELEASING AGENT STORAGE TANK**  
A .8 gallon capacity tank, equipped with a 1.6 gpm @ 60 psi 12 volt DC pump and a hand sprayer for cleaning tools and unit. There shall be a connector valve for flushing road oil pump and lines and a 1" drain. For easy hopper cleaning access and to spray hopper before loading.
19. **DIESEL FUEL HOSE REEL**  
Hose reel for diesel fuel spray wand has 20' of hose. Reel is spring loaded auto-retractable.
20. **LIQUID ASPHALT HAND SPRAYER**  
A 5' x 3/8" wand, equipped with fan nozzle and Deadman Control Valve. Sprayer hose is 12' X 1/2" with a reversible pump and diesel flush system for cleaning pump and lines.
21. **HYDRAULIC OIL RESERVOIR**  
8 gallon capacity with sight and temperature gauge, ventilated fill cap, 150 micron sump strainer and a 10 micron return filler with 1" gate cutoff valve at filter.
22. **HYDRAULIC HOSE AND FITTINGS**  
All high pressure hoses and crimped fittings have a minimum of 9600 PSI burst pressure.
23. **COLOR**  
Standard color is Gloss Black.
24. **WACKER COMPACTOR PLATE**  
Model W15502AW Equipped with 5.5 hp gasoline Honda Engine with auto oil alarm shut down. Operating Weight 220#, centrifugal force 4000#, plate size is 20" x 23", water tank and locking holding down brackets.
25. **SERVICE MANUALS AND TRAINING**  
H.D. Industries, will furnish two (2) parts, service and operators manuals with a 4 Hour Factory Training Program for each machine and delivery.
26. **WARRANTY**  
H.D. Industries warrants the *Pro-Patch* Asphalt Pothole Patcher for a full twelve (12) months against defects in material and workmanship of the body and on all parts.

The warranty shall also include factory technical support by emailing [info@pro-patch.com](mailto:info@pro-patch.com) or call 1-800-256-6126. The Purchaser or end user shall be given a password that will give them 24 hour operating and maintenance instructions on any computer or smart phone.

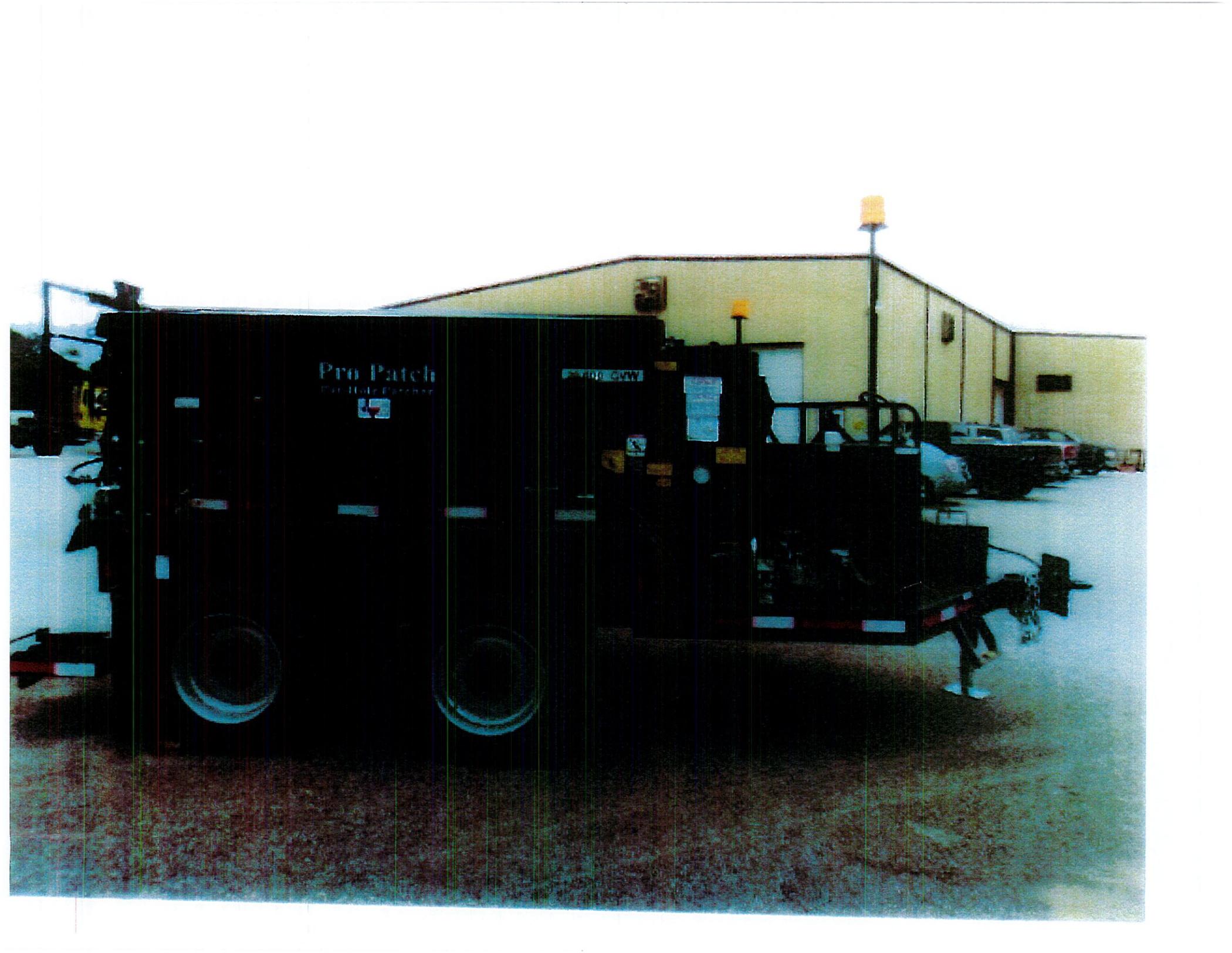






Pro Patch  
The Gate Patcher

PRO PATCH



## ***Regular Session Agenda Item: 12***

**Meeting Date: November 4, 2019**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the City Manager to execute an Agreement for the purchase and installation of five (5) HVAC units for City Hall in an amount not to exceed \$50,119.00 from Infinity Contractors; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The Community Development Department requested approval for the purchase of five (5) HVAC units. This purchase was submitted and approved during the FY 2019-2020 budget.

The current HVAC system at city hall was installed in April of 1999. The city is looking at replacing the existing five (5) units with curb adapters, manual fresh air dampers and lifting lug kit to provide adequate heating and cooling throughout city hall.

This purchase would be obtained through the Buy Board Cooperative Purchasing Program Proposal Number (558-18).

### **FINANCIAL IMPACT:**

\$50,119.00

### **RECOMMENDATION:**

Staff recommends approving the scope of work with Infinity Contractors at a cost of \$50,119.00

### **EXHIBITS:**

Resolution  
Proposal: S 1994

**RESOLUTION NO. \_\_\_\_-R-19**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE AND INSTALLATION OF FIVE (5) HVAC UNITS FOR CITY HALL IN AN AMOUNT NOT TO EXCEED \$50,119.00 FROM INFINITY CONTRACTORS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, City Administration has determined there is a need to purchase five HVAC units to replace the existing HVAC units located at city hall; and

**WHEREAS**, the City Council authorized the expenditure for this purpose in the FY 2019-2020 Community Development Department budget; and

**WHEREAS**, the purchase of the herein described HVAC units complies with City specifications and can be competitively procured from Infinity Contractors through the Buy Board Cooperative Purchasing Program; and

**WHEREAS**, the City Council of the City of Seagoville finds it to be in the public interest of the City to authorize the herein described purchase.

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

**SECTION 1.** The City Council hereby authorizes the City Manager to execute an agreement and any and all necessary documents for the purchase and installation of five (5) HVAC units as set forth on the proposal attached hereto as Exhibit "A" in an amount not to exceed fifty thousand one-hundred nineteen dollars and no cents (\$50,119.00) from Infinity Contractors.

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

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this the 4<sup>th</sup> day of November, 2019.

**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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VICTORIA THOMAS, CITY ATTORNEY

TM 111896 103119



MECHANICAL PLUMBING/PROCESS AND INDUSTRIAL PIPING

May 29, 2019

Proposal: S 1994

Seagoville City Hall  
702 US-175 Frontage Rd  
Seagoville, Texas. 75159  
Phone: 972-287-6833  
Attn: Casey Fillmore

Job Location:  
City Hall

Ref: Replace existing (2) American Standard 4-ton RTU M/N YCC043F4H0BF and (3) American Standard 5-ton RTU M/N YCC060F4M0BF with (2) Trane M/N 4YCZ6043-4096 (3) Trane 4YCZ6060-4120 with curb adapters, Manual fresh air dampers, lifting lug kit.

I appreciate the opportunity to offer you the following proposal on the above referenced scope of work:

Scope Includes:

- 1) Disconnect existing line and control voltage.
  - 2) Disconnect existing condensate lines.
  - 3) Disconnect gas lines to each unit.
  - 4) Remove existing roof top units.
  - 5) Install 5 curb adapters.
  - 6) Install new Trane rooftop units.
  - 7) Connect line and control voltage to new units using existing breaker panel.
  - 8) Connect gas line to each unit.
  - 9) Connect existing condensate lines to new units.
  - 10) Provide complete start up after installation.
  - 11) Crane and removal of existing equipment from job sight is included in pricing.
- Full proper permits for RTU replacements

\*\*\* Buy Board Proposal No. 558-18\*\*\*

Total Price \$50,119.00

Scope Excludes:

- 1) Taxes
- 2) Any mechanical or electrical problems above scope of work.
- 3) Overtime

Please feel free to contact me if you have any questions regarding this proposal.

Regards,

Infinity Contractors

*Rudy Schoessow*

Rudy Schoessow

Customer: \_\_\_\_\_

*Infinity Contractors International, Ltd.*

2563 E. Loop 820 N., Fort Worth, Texas 76118 • OFFICE: 817-838-8700 • FAX: 817-838-8826

TACLA016236C • M-15487

Texas State Board of Plumbing Examiners P.O. Box 4200, Austin, TX. 78765 800-845-6534

## ***Regular Session Agenda Item: 13***

**Meeting Date: November 4, 2019**

### **ITEM DESCRIPTION**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a project and expenditure by the Seagoville Economic Development Corporation in an amount not to exceed \$83,777.00 to Concrete Walls, Inc. for the remodel/finish out work on 106 and 108 Railroad as set forth in Exhibit A attached hereto and incorporated herein and authorizing the City Manager to execute any documents necessary for the performance of said work; providing for a repealing clause; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

Staff has obtained a turn-key remodeling proposal from Concrete Walls, Inc., of Garland Texas, for the remodeling of 106 and 108 Railroad. Staff have been approached by two companies looking for office space specifically in the downtown area of Seagoville. Currently there is not any available office space that would meet the footprint of these two businesses. Staff is proposing to remodel 106 and 108 Railroad and merge them into one (1) address and possibly relocating the EDC office. The SEDC Board has considered opening up the existing SEDC building facing Kaufman Street to a new business.

Concrete Walls Inc. is the remodeling company that remodeled all of the existing SEDC properties on Kaufman Street. They have a very strong understanding of the issues they will face in remodeling this property. They have provided a comprehensive outline and proposal for this project with a cost not to exceed \$83,770.00.

### **FINANCIAL IMPACT:**

The financial impact to the SEDC Operating Budget will be \$83,770.00 if approved.

### **RECOMMENDATION**

Staff recommends approval of this proposal.

#### **EXHIBITS**

Resolution

Exhibit A. Agreement from Concrete Walls, Inc.

Proposed Renovation of 108 Railroad

Notice to Proceed Agreement

Lease Plans

**THE CITY OF SEAGOVILLE, TEXAS**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING A PROJECT AND EXPENDITURE BY THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION IN AN AMOUNT NOT TO EXCEED \$83,770.00 TO CONCRETE WALLS, INC. FOR THE REMODEL/FINISH OUT WORK ON 106 AND 108 RAILROAD AS SET FORTH IN EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY FOR THE PERFORMANCE OF SAID WORK; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Seagoville Economic Development Corporation (“SEDC”) owns buildings located at 106 and 108 N. Railroad which are currently used as garage and/or storage space; and

**WHEREAS**, City and SEDC staff have consulted with a contractor concerning consolidating the two (2) buildings to create usable office space; and

**WHEREAS**, Concrete Walls, Inc. ("Company") performed the remodel/finish out work on all other SEDC-owned buildings which are currently occupied; and

**WHEREAS**, staff recommends utilizing Company to perform the remodel/finish out work on 106 and 108 Railroad due to the Company's knowledge of the condition of the structures; and

**WHEREAS**, on October 7, 2019, the SEDC Board of Directors met and approved the expenditure of an amount not to exceed \$83,880.00 to Concrete Walls, Inc. for performance of the remodel/finish out work; and

**WHEREAS**, the City Council find that it is in the best interest of the City of Seagoville to approve said expenditure.

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

**SECTION 1.** The City Council hereby approves a project and expenditure by the Seagoville Economic Development Corporation of an amount not to exceed \$83,770.00 to Concrete Walls, Inc. for performance of the remodel/finish out work on 106 and 108 North

Railroad as set forth in Exhibit "A" and authorizes the City Manager to execute any and all documents necessary to accomplish the project.

**SECTION 2.** All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of the resolution be, and the same are hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

**SECTION 3.** If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such 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.** This resolution shall take effect immediately from and after its passage in accordance with State law 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 November 2019.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Victoria Thomas, City Attorney  
TM 111897



The Architect: Sheare, Monk, and Voight, Inc.  
1200 West State Street  
Garland, Texas 75040

The Owner and the Contractor agree as set forth below:

**ARTICLE 1**

**THE CONTRACT DOCUMENTS**

1.1 The Contractor shall perform all Work required by the Contract Documents for the Project. The Contract Documents consist of the following:

- 1.1.1 this Agreement signed by the Owner and Contractor;
- 1.1.2 the drawings and specifications prepared by the Architect, dated September 30, 2019 for this project.

**Drawings:**

Number	Title	Date
<u>A201</u>	<u>Lease Space</u>	<u>9-30-19</u>

- 1.1.3 Copy of proposal sent to Ladis Barr dated October 10,2019, (attached as EXHIBIT "A", and becomes a part of this AGREEMENT as if written within) from Concrete Walls, Inc.
- 1.1.4 written orders for changes in the Work after the execution of this Agreement.

**ARTICLE 2**

**THE CONTRACTOR'S DUTIES AND STATUS**

- 2.1 The Contractor accepts the relationship of trust and confidence established between him and the Owner by this Agreement. He covenants with the Owner to furnish his best skill and judgment in furthering the interests of the Owner. He agrees to furnish efficient business administration and superintendence and to use his best efforts to furnish at all times an adequate supply of workmen and materials, and to perform the Work in the best way and in the most expeditious and economical manner consistent with the interest of the Owner.

**ARTICLE 3**

**TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

- 3.1 The Work to be performed under this Agreement shall be commenced as soon as the Contractor is issued a building permit from the City of Seagoville, Texas, and a Notice to Proceed from the Owner. Subject to authorized adjustments, Substantial Completion shall be achieved not later than approximately ninety days.

**ARTICLE 4**

**CONTRACT SUM**

- 4.1 Subject to additions and deductions in accordance with Article 10. The Contract Sum is **Eighty Three Thousand, Seven Hundred Seventy and no/100 dollars (\$83,770.00)**.
- 4.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

<b>Portion of the Work</b>	<b>Value</b>
Architect/Engineer Fees	\$2,500.00
Demolition (by others)	\$0.00
Doors Windows and Glazing	\$13,000.00
Finishes	\$16,000.00
Specialities	\$1,770.00
Furnishings	\$10,000.00
HVAC and Plumbing	\$22,500.00
Electrical	\$18,000.00

- 4.3 Allowances included in the Contract Sum are as follows:

**There are no allowances in the contract sum**

- 4.4 The Contract Sum includes all items and services necessary for the proper execution and completion of the Work.

**ARTICLE 5**

**PAYMENT**

- 5.1 Based on Contractor's Applications for Payment, the Owner shall pay the Contractor, in accordance with Article 12 as follows:
- 5.2 Contractor to pick up check from the Owner at 702 North Highway 175 Seagoville, Texas, 75159 on the fifth (5<sup>th</sup>) and twenty-fifth (25<sup>th</sup>) of each month.
- 5.3 Payments due and unpaid under the Contract Documents shall bear the interest from the date payment is due at the rate of eight percent (8%).

**ARTICLE 6**

**INSURANCE**

- 6.1 The Contractor shall provide Contractor's general liability as follows:

Type of Insurance Liability	Limit of
--------------------------------	----------

- 6.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to loss for damage to the Work covered by the Owner's property insurance
- 6.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under Article 9.10.
- 6.4 Each party shall provide certificates of insurance showing their respective coverages prior to commencement of the Work.
- 6.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees each of the other; (2) the Architect, Architect's consultants and any of their agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance or other insurance applicable to the Work.

**ARTICLE 7**

**GENERAL PROVISIONS**

- 7.1 The Contract represents the entire and integrated agreement between the parties and

supersedes prior negotiations, representations or agreements, either written or oral . The Contract may be amended or modified only by written modification in accordance with Article 10.

- 7.2 The term “Work” means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the contractor’s obligations.
- 7.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be binding as if required by all.

**ARTICLE 8**

**OWNER**

- 8.1 Information and Services required of the Owner
  - 8.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and legal description of the site.
  - 8.1.2 All permits and fees are the responsibility of the Owner under the Contract Documents and the Owner shall obtain and pay for other approvals, easements, assessments and charges in relationship to the work.
- 8.2 Owner’s Right to Stop the Work
  - 8.2.1 If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until correction is made.

Page 3

- 8.3 Owner’s Right to Carry Out the Work
  - 8.3.1 If the Contractor defaults to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of the written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to the other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.
- 8.4 Owner’s right to Perform Construction and to Award Separate Contracts
  - 8.4.1 The Owner reserves the right to perform construction or operations related to the project with the Owner’s own forces, and to award separate contracts in connection with other portions of the Project.
  - 8.4.2 The Contractor shall coordinate and cooperate with the Owner’s own forces and separate contractors employed by the Owner.

- 8.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

## ARTICLE 9

### CONTRACTOR

#### 9.1 Review of Contract Documents and Field Conditions by Contractor

9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

9.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions to the Owner.

#### 9.2 Supervision and Construction Procedures

9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

9.2.2 If requested by the Owner in writing, the Contractor, as soon as practicable after award of the Contract, shall furnish to the Owner the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner has made timely (10 days) and reasonable objection.

#### 9.3 Labor and Materials

9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or not skilled in tasks assigned to them.

9.4 Warranty

9.4.1 The Contractor warrants to the Owner (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required by the Contract Documents; (2) the Work will be free from defects not inherent in the quality or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

9.5 Taxes

9.5.1 The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

9.6 Permits, Fees and Notices

9.6.1 The Owner shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

9.6.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statues, ordinances, codes, rules, and regulations or lawful order of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

9.7 Use of Site

9.7.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

9.8 Cutting and Patching

9.8.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make parts fit together properly.

9.9 Cleaning Up

9.9.1 The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

9.10 Indemnification

9.10.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from performance of the Work, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) BUT ONLY to the

extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or any one for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expenses is caused in part by a party indemnified hereunder.

## **ARTICLE 10**

### **CHANGES IN THE WORK**

- 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor can not agree to change in the Contract Sum, the Owner shall pay the Contractor its actual costs plus fifteen (15%) overhead and profit.
- 10.2 The Architect will have the authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry such orders promptly.
- 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustments.

## **ARTICLE 11**

### **TIME**

- 11.1 Time limits stated in the Contract Documents are of the essence of the Contract
- 11.2 If the Contractor is delayed at any time in the progress of the Work by change ordered in the Work, or by labor disputes, fire, usual delay in deliveries, unavoidable casualties or other conditions or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

## **ARTICLE 12**

### **PAYMENTS AND COMPLETION**

- 12.1 Contract Sum
- 12.1.1 The Contract Sum stated in the Agreement, including authorized adjustments (Change Orders), is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.
- 12.2 Applications for Payment

- 12.2.1 At least two days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

- 12.2.2 The Contractor warrants that title to all Work cover by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an application for Payment, all Work for which Certificates for Payment have been previously issued and payments from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interest.
- 12.3 Progress Payments
  - 12.3.1 After the submittal of an Application for Payment, the Owner shall make payment in the manner provided in the Contract Documents.
  - 12.3.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined with the terms of the applicable subcontracts and purchase orders.
  - 12.3.3 The Owner shall not have responsibility for payments to a subcontractor or supplier.
  - 12.3.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.
- 12.4 Substantial Completion
  - 12.4.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

## **ARTICLE 13**

### **PROTECTION OF PERSONS AND PROPERTY**

- 13.1 Protection of persons and property
  - 13.1.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

## **ARTICLE 14**

### **CORRECTION OF WORK**

14.1 Correction of Work

14.1.1 The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

14.1.2 In addition to the Contractor's other obligations including warrants under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

14.1.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Article 8.3

Page 7

**ARTICLE 15**

**MISCELLANEOUS PROVISIONS**

15.1 Assignment of Contract

15.1.1 Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

15.2 Test and Inspections

15.2.1 At the appropriate times, the Contractor shall arrange and bear costs of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statues, ordinances, codes, rules, and regulations or lawful orders of public authorities.

15.2.2 The Owner shall bear costs of tests, inspections or approvals that do not become requirements until after the Contract is executed.

15.3 Governing Law

15.3.1 The Contract shall be governed by the laws of the place where the Project is located.

**ARTICLE 16**

**TERMINATION OF THE CONTRACT**

16.1 Termination by the Contractor

16.1.1 If the Owner fails to make payment as provided in Article 5 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed including 15 percent (15%) overhead and profit, and costs incurred by reasons of such termination.

16.2 Termination by the Owner for Cause

16.2.1 The Owner may terminate the Contract if the Contractor

16.2.1.1 repeatedly refuses or fails to supply enough skilled workers or proper materials;

16.2.1.2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreement between the Contractor and the subcontractor

16.2.1.3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

16.2.1.4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

16.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor seven days' written notice, terminate employment of the Contractor and may

16.2.2.1 take possession of the site and all materials thereon owned by the Contractor, and

16.2.2.2 finish the Work by whatever reasonable method the Owner may deem expedient.

16.2.3 When the Owner terminates the Contract for one of the reasons stated in Article 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

16.2.4 If the unpaid balance of the Contract exceeds the costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

Page 8

16.3 Termination by the Owner for Convenience

16.3.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with ten percent (10%) overhead and profit on the Work not executed.

**ARTICLE 17**

**OTHER TERMS AND CONDITIONS**



## **Concrete Walls, Inc.**

809 Lavon Drive  
Garland, Texas 75040  
P. O. Box 461935  
Garland, Texas 75046  
Phone Number: 972-880-1781  
E-mail Address: [henryl@concretewalls.net](mailto:henryl@concretewalls.net)

October 10, 2019

Ladis Barr  
City of Seagoville  
105 North Kaufman Street  
Seagoville, Texas 75159

Phone Number: (972) 287-6829

### **RE: Proposed Renovation of 108 Railroad**

Mr. Barr,

After our discussions on the lease space renovations, the drawings submitted by Concrete Walls, Inc., and meeting with qualified contractors for the renovation of 108 North Railroad Street in Seagoville, Texas, the following is our (Concrete Walls, Inc.) proposal for the described work as we understand what is going to be required to fill the requested needs. Concrete Walls, Inc.'s proposed contract sum is **Eighty-Three Thousand, Seven Hundred Seventy and no/100 dollars (\$83,770.00)** and is described below as follows:

#### **I. ARCHITECT/ENGINEER FEES**

- A. All required Architect (registered in the State of Texas) plans required for the discussed renovation of 108 North Railroad Street in Seagoville, Texas.
- B. Included by the Registered Architect (AIA) is the "Com Check", TDLR number, and TAS fees.

#### **II. DEMOLITION OF THE EXISTING DRYWALL & CEILING**

- A. All existing drywall, existing ceiling, and existing trash on the floor will be demolished and placed in the trash dumpster (furnished and placed outside the space by the City of Seagoville) by others.
- B. All existing electrical (wiring included) and existing plumbing will be demolished and placed in the same dumpster

### **III. PORTABLE TOILETS**

- A. A portable toilet will be furnished and maintained by others in order to prevent subcontractors from using existing restrooms located in other nearby lease spaces

### **IV. NEW CONCRETE MASONRY UNITS (CMU)**

- A. Furnish and install new CMU on the south wall of the renovated lease space for a distance of approximately 34'-0".

### **V. DRYWALL AND ACOUSTICAL CEILING**

- A. Wall between new space and existing storage area for Suite 105 will be constructed with 3 5/8 inch 22 Ga. metal studs, insulated (R-13), and 5/8 inch sheet rock applied to west side of the existing metal deck.
- B. The opposite side of the new space will be constructed with 3 5/8 inch 22 Ga. metal studs, insulated (R-13), and 5/8 inch sheet rock applied to the inside wall to a height of the existing metal roof
- C. Wall between existing lease space (Suite 107 of North Kaufman) will receive new 3 5/8 inch 22 Ga. metal studs, insulation (R-13), and 5/8 inch sheet rock applied to the new lease space renovation (new R-13 insulation will be held in place with chicken wire on the back side of the studs between Suite 107 North Kaufman.
- D. New restroom that meets ADA/TAS requirements will be 8'-0" tall and constructed with 3 5/8 inch 22 Ga. metal studs, insulated (R-13), and 5/8 inch sheet applied to both sides 8'-0" tall.
- E. All ceilings in the new space will be a R-30 open cell polyurethane foam applied to the existing metal roof and painted black

### **VI. HVAC**

- A. Furnish and install one new 3 ton Rheem HVAC system with electric heat
- B. Furnish and install all necessary metal duct (paint grip) system for the new space
- C. Heater will be electrical

### **VII. PLUMBING**

- A. All plumbing will be similar to the plumbing used in the renovation of Suite 105 and 103 North Kaufman Street.
- B. All new water will come from existing supply line in Suite 105.
- C. All venting will be installed and vented out the existing roof penetration in the lease space (108 Railroad Street).

### **VIII. ELECTRICAL**

- A. 6 each LED 2x4 Pendant Fixtures
- B. 2 each LED 2x4 Flat Panel Lay in Light Fixtures
- C. 1 each LED Exit Light
- D. 2 each Bug Eye Lights
- E. 6 each Switch/Occupancy
- F. 8 each Duplex Outlets
- G. 1 each Rest Room Exhaust Fan

- H. 1 each Water Heater Connection
- I. Electric connection for the 3 ton Trane Air Condition
- J. Electric connection for the newly installed heater

**IX. GLASS STORE FRONT**

- A. The existing glass storefront will be replaced with a new storefront and storefront door. New storefront door will be install on the south side of the new storefront. Storefront to be 2" x 4½" flush glaze Bronze anodized. Glass to be 1" insulated Gray over Solarban 60 low-e, tempered as required.
- B. Opening where the existing Over Head Door (to be removed by others) is located will be replaced by the same material as described above.

**X. FLOOR COVERING**

- A. The new lease space will receive new vinyl composition tile (VCT) and cove base with the color of each to be selected by both Ladis Barr and Concrete Walls, Inc. after seeing color samples.

**XI. ANY FINAL CLEANING WILL BE DONE BY OTHERS**

Again, Concrete Walls, Inc. is proposing the above described work for a contract sum of **Eighty-Three Thousand, Seven Hundred Seventy and no/100 dollars (\$83,770.00)** . If there are any comments or questions, please contact me by phone (972-880-1781) or email ([henryl@concretewalls.net](mailto:henryl@concretewalls.net)).

Thanks Again,

*Henry Luman*

Henry Luman

# NOTICE TO PROCEED

**PROJECT:** Renovation of Lease Space  
Walls, Inc.

108 North Railroad Street  
Seagoville, Texas 75159

**CONTRACTOR:** Concrete

809 Lavon Drive  
Garland, Texas 75040

**CONTRACT FOR:** Renovation of Lease Space    **DATE OF ISSUANCE:** November 5, 2019  
108 North Railroad Street  
Seagoville, Texas 75159

You are hereby notified to commence Work in accordance with the Agreement Between Owner and Contractor, dated November 4, 2019. Please return two signed copies of this **Notice To Proceed** to: Concrete Walls, Inc. P. O. Box 461935    Garland, Texas 75046

For: Seagoville Economic Development Corporation

Signed: \_\_\_\_\_

By: Pat Stallings

Title: Executive Director

## CONTRACTOR'S

### ACCEPTANCE OF NOTICE

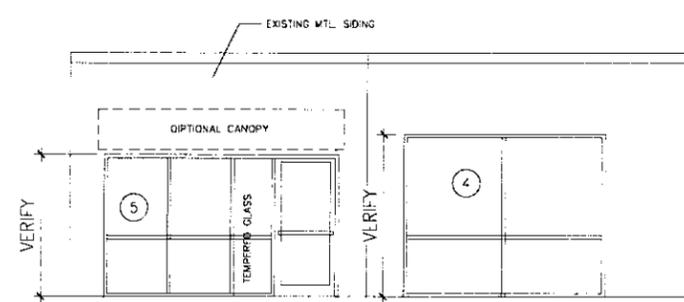
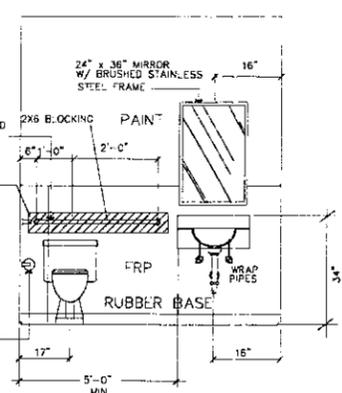
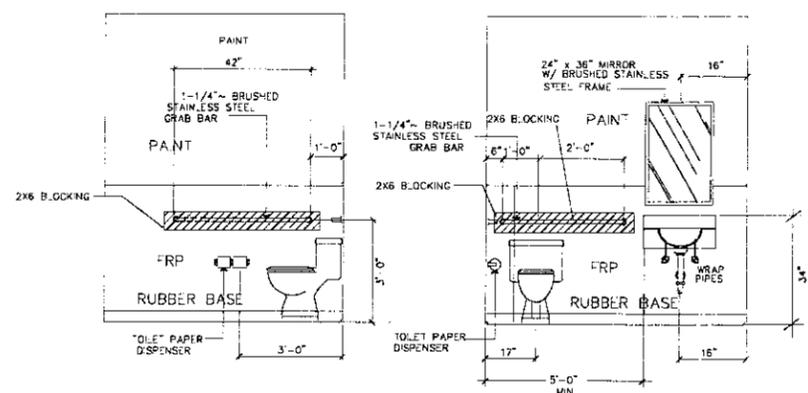
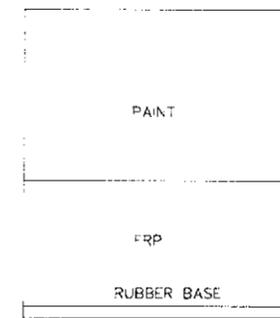
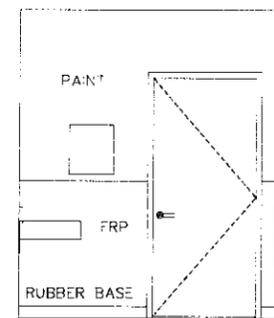
Receipt of the above **Notice To Proceed**  
is hereby acknowledged by:

Concrete Walls, Inc.  
Contractor:

this \_\_\_\_\_ day of \_\_\_\_\_, 2019

By: \_\_\_\_\_  
Henry Luman, President

Title: President



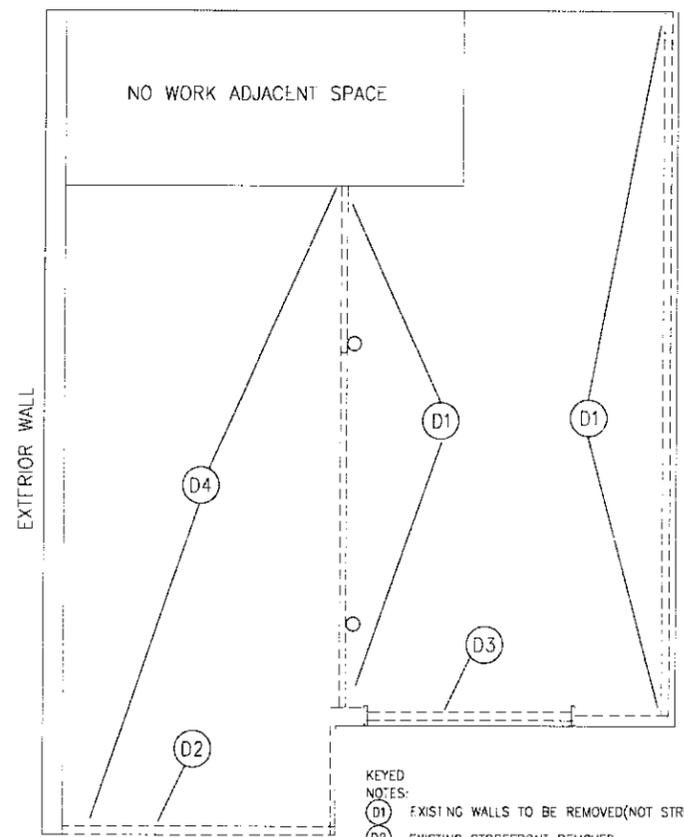
**3 ELEVATION**  
NTS

**4 ELEVATION**  
NTS

**5 ELEVATION**  
NTS

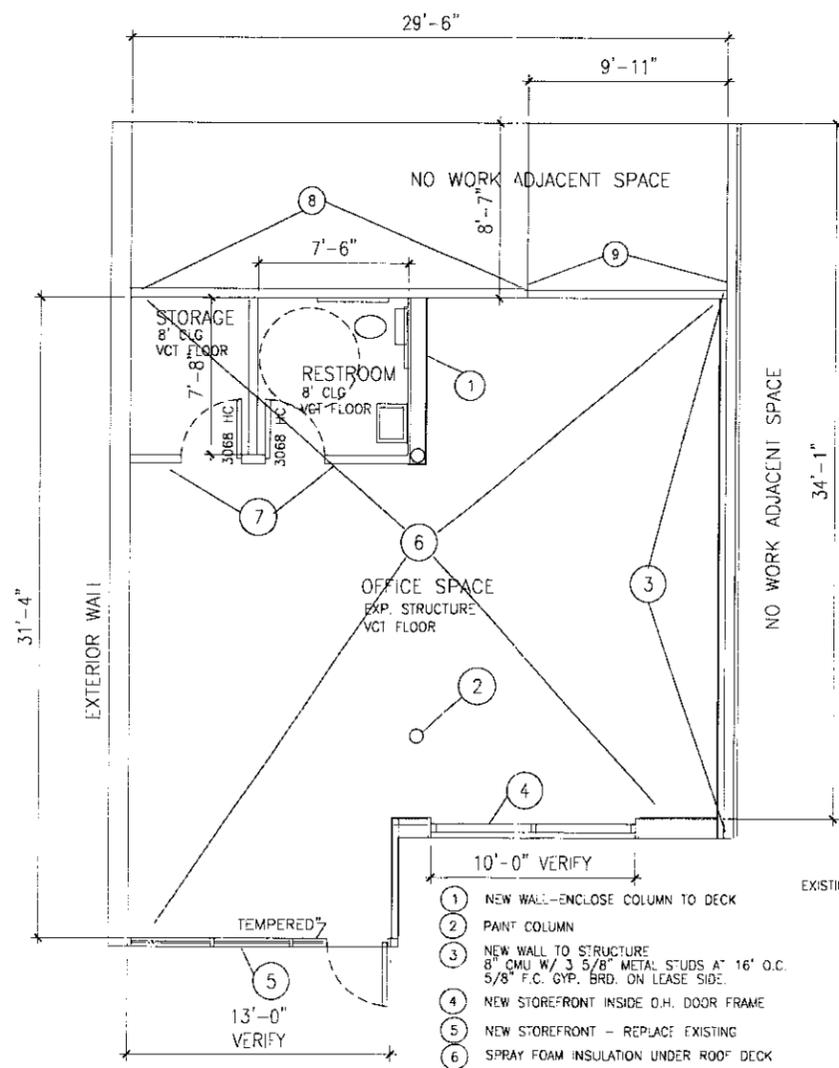
**6 ELEVATION**  
NTS

**7 FRONT ELEVATION**  
NTS



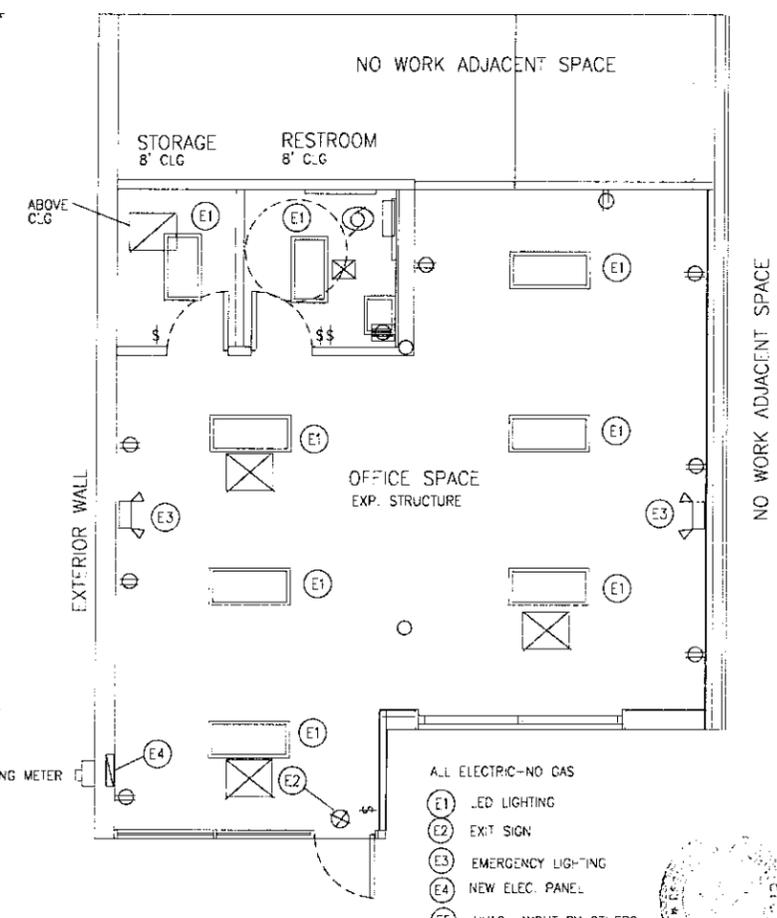
- KEYED NOTES:
- (D1) EXISTING WALLS TO BE REMOVED (NOT STRUCTURAL)
  - (D2) EXISTING STOREFRONT REMOVED.
  - (D3) EXISTING O.H. DOOR AND TRACT REMOVED
  - (D4) EXISTING CEILING TO BE REMOVED.

**1 Demo Plan**  
SCALE 1/4"=1'-0"



- (1) NEW WALL--ENCLOSE COLUMN TO DECK
- (2) PAINT COLUMN
- (3) NEW WALL TO STRUCTURE 8" CMU W/ 3 5/8" METAL STUDS @ 16" O.C. 5/8" F.C. GYP. BRD. ON LEASE SIDE.
- (4) NEW STOREFRONT INSIDE O.H. DOOR FRAME
- (5) NEW STOREFRONT - REPLACE EXISTING
- (6) SPRAY FOAM INSULATION UNDER ROOF DECK
- (7) NEW WALLS--MOISTURE RES. AT RESTROOM
- (8) EXTEND EXIST WALL TO ROOF DECK.
- (9) NEW STUD WALL TO ROOF DECK

**2 Floor Plan**  
SCALE 1/4"=1'-0"



- A.L. ELECTRIC--NO GAS
- (E1) LED LIGHTING
  - (E2) EXIT SIGN
  - (E3) EMERGENCY LIGHTING
  - (E4) NEW ELEC. PANEL
  - (E5) HVAC LAYOUT BY OTHERS

**3 Power/Lighting Plan**  
SCALE 1/4"=1'-0"

**Shearer, Monk, & Voigt**  
1200 W. STATE STREET GARLAND, TEXAS 75040  
OFFICE 972-567-3397 - FAX 972-272-8761

**LEASE SPACE**  
SEAGOVILLE, TEXAS

Date Issued 09-30-19  
Project No. 2019-1B  
Sheet Title LEASE PLANS  
Sheet Number **A201**  
Sequence \_\_\_\_\_ of \_\_\_\_\_

## ***Regular Session Agenda Item: 14***

**Meeting Date: November 4, 2019**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of two (2) FlashCAM 880SX Mobility Starter Packages in an amount not to exceed \$15,660.00 from Q-Star Technology; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The Community Development Department requested approval for the purchase of two new FlashCAM 880SX Mobility Starter Packages. This purchase was submitted and approved during the FY 2019-2020 budget.

The FlashCAM is ideal to stop illegal dumping, vandalism, graffiti and other nuisance crimes that takes place in remote areas with no available power source. The system is completely self-contained, solar charged and portable.

The FlashCAM 880SX Mobility Starter Package comes equipped with one (1) FlashCAM-880SX camera and two (2) FlashCAM-DB2 decoys. The operating range is up to one-hundred feet and can capture license plates up to 250 feet in total darkness.

### **FINANCIAL IMPACT:**

\$15,660.00

### **RECOMMENDATION:**

Staff recommends approval of this purchase to Q-Star Technology at a cost of \$15,660.00

### **EXHIBITS:**

Resolution  
Letter from Steve Hillsman-President of Q-Star Technology  
Quote 132852 from Q-Star Technology  
Photos of FlashCAM 880SX

**RESOLUTION NO. \_\_\_\_-R-19**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF TWO (2) FLASHCAM 880SX MOBILITY STARTER PACKAGES IN AN AMOUNT NOT TO EXCEED \$15,660.00 FROM Q-STAR TECHNOLOGY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, City Administration has determined there is a need to purchase two (2) FlashCAM 880SX mobility starter packages for the Community Development Department; and

**WHEREAS**, the City Council authorized the expenditure in the FY 2019-2020 Community Development Department budget; and

**WHEREAS**, the purchase of the herein described flashcam's complies with City specifications and can be competitively procured from Q-Star Technology; and

**WHEREAS**, the City council of the City of Seagoville finds it to be in the public interest of the City to authorize the herein described purchase.

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

**SECTION 1.** The City Council hereby authorizes the purchase of two (2) FlashCAM 880SX mobility starter packages in an amount not to exceed fifteen thousand six hundred sixty dollars and no cents (\$15,660.00) from Q-Star Technology.

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

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this the 4<sup>th</sup> day of November, 2019.

**APPROVED:**

---

DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

---

KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

---

VICTORIA THOMAS, CITY ATTORNEY



*Graffiti & Vandalism Deterrent Systems*

October 29, 2019

Jeff Swaggerty  
Seagoville Code Enforcement  
702 N HWY 175  
Seagoville, TX 75159

Dear Mr. Swaggerty.

The FlashCAM digital deterrent system is a specialized product used to deter vandalism such as copper wire theft, graffiti, illegal trash dumping and other anti-social behaviors. The FlashCAM systems use proprietary technology that is developed, designed, manufactured and distributed exclusively by Q-Star Technology and contain specialized parts supplied only by Q-Star Technology.

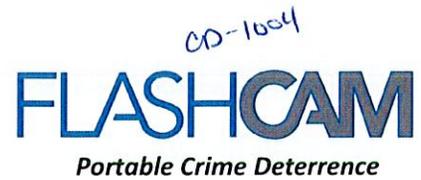
The system's battery pack is powered by solar and the system is portable, ruggedized, features wireless download and uses proprietary voice/flash technology. Q-Star Technology is the only authorized provider of repairs for the FlashCAMs. There is no other deterrent product such as the FlashCAM and Q-Star Technology is the only source for manufacturing and distribution of the FlashCAM. We do not sell our products through distributors or other 3rd party resellers. We only sell our product directly to end-users.

Sincerely,

Steve Hillsman  
President  
Q-Star Technology, LLC



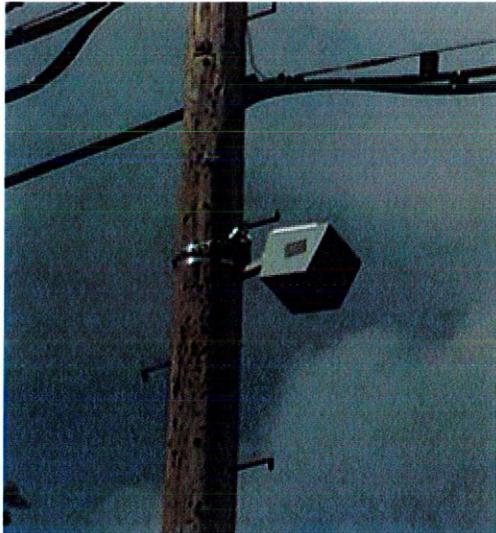
2730 Monterey Street, Suite #106  
 Torrance, CA 90503  
 T: 310.294.8194 F: 310.781.1025

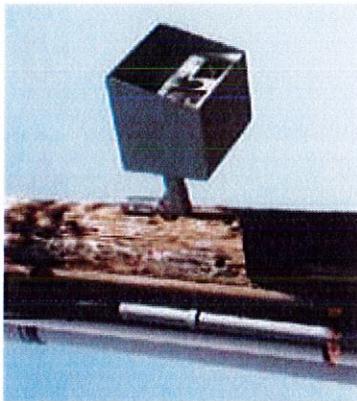


**SOLUTION OVERVIEW AND PRICE QUOTE**

**QUOTE# 132852:**

		Terms	Rep	FOB
		Net 30	CM	Torrance, CA
ITEM #	Description	Qty	Unit Price	Total
FC 880SX Starter Pack - MOBILITY	FlashCAM 880SX MOBILITY Starter Package Package includes: (1) FlashCAM-880SX (2) FlashCAM-DB2 decoys (3) Wall mounting brackets (1) RF keyfob controller (1) Battery charger (1) 8.0 GB SD card (7) Quick Move Adapters (QMA)	2	\$ 7,650.00	\$ 15,300.00
Shipping - MOBILITY Starter Pack	Shipping & Handling (Non-Taxable) for MOBILITY Starter Pack	2	\$ 180.00	\$ 360.00
SUBTOTAL:				\$ 15,300.00
Shipping & Handling:				\$ 360.00
Sales Tax 0.00%				\$ -
<b>TOTAL:</b>				<b>\$ 15,660.00</b>









FlashCAM 880SX  
Portable Deterrent System



## ***Regular Session Agenda Item: 15***

**Meeting Date: November 4, 2019**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the City Manager to execute an agreement for the purchase of one (1) High-Production Crack-Sealing Machine BK-400D in an amount not to exceed \$56,460.00, said amount to include freight and delivery charges, from Romco Equipment Co.; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The Community Development Department requested approval for the purchase of a new High-Production Crack-Sealing Machine. This purchase was submitted and approved during the FY 2019-2020 budget.

This High-Production Crack-Sealing Machine will help to fill in any cracks that may occur on the streets within our city limits. This type of street maintenance use to be performed by Dallas County, the acquisition of this equipment will enhance the ability of city staff to provide this type of service. The equipment should pay for itself within three (3) years from savings from outsourcing cost.

The useful life of this equipment is projected to be ten (10) years, and will be purchased from Buy Board Cooperative Purchasing Program (515-16). Part of the outsourcing savings will be reallocated to equipment maintenance.

### **FINANCIAL IMPACT:**

\$56,460.00

### **RECOMMENDATION:**

Staff recommends approval of this purchase to Romco Equipment Co. at a cost of \$56,460.00

### **EXHIBITS:**

Resolution  
Proposed quote from July 2018  
Updated quote from October 2019  
Photos of High Production Crack-Sealing Machine

**RESOLUTION NO. \_\_\_\_-R-19**

**A RESOLUTION OF THE CITY OF SEGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF ONE (1) HIGH-PRODUCTION CRACK-SEALING MACHINE BK-400D IN AN AMOUNT NOT TO EXCEED \$56,460.00, SAID AMOUNT TO INCLUDE FREIGHT AND DELIVERY CHARGES, FROM ROMCO EQUIPMENT CO.; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, City Administration has determined there is a need to purchase a High-Production Crack-Sealing Machine BK-400D for the Community Development Department; and

**WHEREAS**, the City Council authorized an expenditure for the same in the FY 2019-2020 Community Development Department budget; and

**WHEREAS**, the purchase of the herein described equipment complies with City specifications and can be competitively procured from Romco Equipment Co. through the Buy Board Cooperative Purchasing Program; and

**WHEREAS**, the City Council of the City of Seagoville finds it to be in the public interest of the City to authorize the herein described purchase.

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

**SECTION 1.** The City Council hereby authorizes the City Manager to execute an agreement, in substantially the form attached hereto as Exhibit "A", for the purchase of one (1) high-production crack-sealing machine BK-400D in an amount not to exceed fifty-six thousand four hundred sixty dollars and no cents (\$56,460.00) said amount to include freight and delivery charges from Romco Equipment Co. and further authorizes the City Manager to disburse said funds.

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

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this the 4<sup>th</sup> day of November, 2019.

**APPROVED:**

---

DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

---

KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

---

VICTORIA THOMAS, CITY ATTORNEY  
TM111898 103119

Customer: \_\_\_\_\_

Date: \_\_\_\_\_

Kracker Configuration

Base Unit:

Qty:		Cost	Total
0	BK-250D	\$ 49,500	\$ -
0	BK-400D	\$ 54,500	\$ 54,000
0	BK-400D Double Pumper	\$ 66,000	\$ -

Options:

Qty:			
0	Spare Tire and Mount	\$ 370	
0	Block Loading Conveyor	\$ 3,250	\$ -
0	Stainless Steel Application Hose	\$ 500	\$ -
0	Electric Heated Application Hose	\$ 5,200	\$ -
0	Custom Color Paint (Black No Charge)	\$ 380	\$ -
0	Electric Heating Element, 120V 1 Phase	\$ 1,685	
0	Electric Heating Element, 240V 1 Phase	\$ 2,000	\$ -
0	6" Sq Return Tube / Folding Cover / Lock out Brk.	\$ 700	\$ -
0	Bucket Pour Spout	\$ 400	\$ -
0	Engine Cover	\$ 2,450	\$ -
0	Dual Wand Set-up	\$ 1,100	\$ -
0	Squeegee	\$ 125	\$ -
0	High Volume Asphalt Pump	\$ 550	\$ -
0	Brakes, Electric (Standard)	N/C	\$ -
0	Hitch, 3" Pintel	N/C	\$ -
0	Hitch, 2-5/16 Bulldog	N/C	\$ -

Additional Options:

0	_____		
0	_____	\$ -	\$ -
0	_____	\$ -	\$ -
0	_____	\$ -	\$ -
0	_____	\$ -	\$ -

Base Price	\$ 54,000
Options	\$ -
Total	\$ 54,000

Comments:

Total Price F.O.B. Wickenburg, AZ  
 Terms 20% with Order Balance due at Delivery

Quotation good through: 15-Nov-19

Accepted for:

Company

BearCat Mfg.

Signature City of Seagoville

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## Jessica Sherman

---

**From:** Justin Wilkerson  
**Sent:** Thursday, October 24, 2019 2:02 PM  
**To:** Jessica Sherman  
**Subject:** Fwd: Buyboard Quote Romco Equipment Bearcat 400 Crack Sealer  
**Attachments:** City of Seagoville Kracker.xlsx; BK-400.htm

Sent via the Samsung Galaxy Note9, an AT&T 5G Evolution capable smartphone

----- Original message -----

**From:** Keith Hooks <KHooks@romco.com>  
**Date:** 10/24/19 1:58 PM (GMT-06:00)  
**To:** Justin Wilkerson <jwilkerson@seagoville.us>  
**Subject:** Buyboard Quote Romco Equipment Bearcat 400 Crack Sealer

Justin ,

Please see attached Buyboard / Romco quote for Bearcat 400 Crack Sealer .  
\$54,000 less 1% Buyboard discount = \$53,460 plus \$3,000 freight from factory  
Total Delivered price \$56,460 includes training  
Price per standard unit , you requested price for optional air compressor , \$10,000 less 1% .  
On attached Bearcat info , click on crack sealers .

Thank you,

Keith Hooks

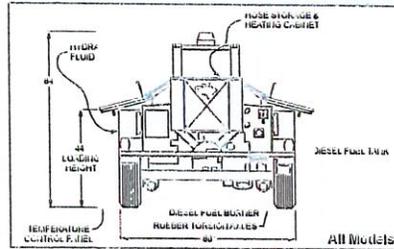
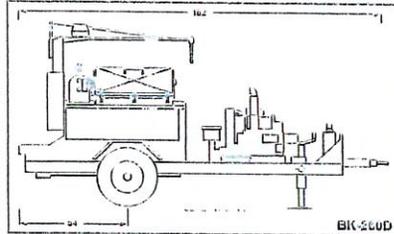
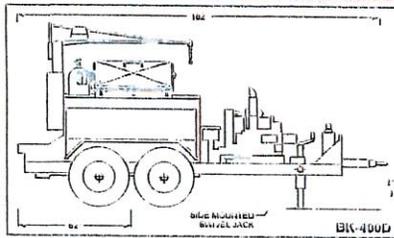
Romco Equipment

817-247-8075

Sent from [Mail](#) for Windows 10

BK Series ALL-DIESEL KRACKER™ Specifications

BearCat Mfg.



	BK-250D	BK-400D
<b>CAPACITIES</b>		
Sealant tank, max gals	250	400
Hydraulic fluid, gals	24	35
Diesel fuel, gals	24	35
<b>DIMENSIONS</b>	See outline drawings	
<b>SEALANT HEATING SYSTEM</b>		
Heating time, ambient to 375°F. in minutes (Note 1)	45 to 60	
Heat input, BTU/hr	375,000	425,000
Melting Rate	Highest melting rate in the industry (Note 1)	
<b>GENERAL</b>		
Tank openings, inches	21 W x 36 L	
Engine	3-cylinder diesel	
Tires	9.50 x 16.5 (E)	
Suspension	Rubber torsion axle(s)	
Brakes: standard	Electric	
optional	Hydraulic surge type	
Lights	Comply with applicable Federal Motor Carriers regulations	
Dry weight, lbs	3500	5700
Gross weight, lbs (Note 2)	5800	8700

NOTES:

- (1) Under normal working temperatures and conditions.
- (2) All operating fuel, fluids, and sealant tank full.
- (3) Standard BK Series equipment includes electric start, fire extinguisher, hydraulic pumping and control, stop, tail, turn indicator lamps, beacon, "BearCat Gold" paint.

# KRACKER™

## High-Production Crack-Sealing Machines



SELECT THE KRACKER™ THAT BEST SUITS YOUR APPLICATION

Depending on your needs, you may choose one of the standard All-Diesel machines described in this brochure, or a larger capacity, up to truck-mounted sizes. Propane-fueled versions are also available.

Whatever your choice, you can be sure your KRACKER is built with BearCat's advanced engineering and rugged construction. BearCat quality and solid design are respected throughout the highway maintenance industry around the world. That is your assurance of dependable production on job after job in the years ahead.

The exclusive KRACKER heating system provides usable sealant in as little as one hour after a cold start. Your crews no longer need to waste valuable and expensive production hours while waiting for sealant to heat.

Add the time saved at end-of-shift with the FLUSH-FREE system, and you can see how a BearCat KRACKER will quickly add many man-days to your production schedule.

Call BearCat today. Take the first step toward reducing costs and boosting productivity on every crack-sealing job.

Tel: 928/684-7851

Fax: 928/684-5876



© 2001 BearCat Mfg. Inc.

BearCat Mfg.

Engineered for Maximum  
Production on Every Job

# BEARCAT KRACKER™ CRACK-SEALING MACHINES

- Fastest Heating in the Industry
- Unrivalled Ease of Operation

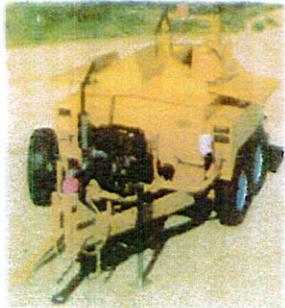
- High Productivity, Low Operating Cost
- Unbeatable Performance and Reliability

**OUTSTANDING PERFORMANCE\* IS THE RESULT OF BEARCAT'S ADVANCED TECHNOLOGY**



Model BK-4000 dual-axle machines are available with 400 gallon capacity (shown in photo). KRACKER4000 capacity is exceeded with higher capacities on special order.

The "ALL-DIESEL" logo on the machines shows in this picture a your awareness of the safety and convenience of single-fuel operation. No gasoline, propane, or other inflammables are needed.



Two rearward loading doors, 44 inches above ground level, are easily reached from either side of the machine. Door safety features comply with D.O.T. regulations for transport of hazardous materials.

Rugged, dependable 3-cylinder diesel engine provides power for KRACKER hydraulic and electrical systems.

BearCat offers the most efficient crack-sealing machines available today - efficiency that means higher production and lower cost-per-shift on every crack-sealing job. BearCat KRACKERS are built to meet to fit the needs of the job.

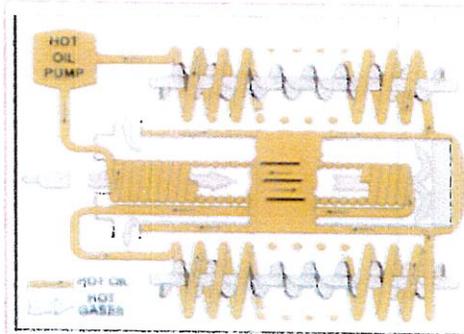
Note: For machines described in the brochure captioned, the standard BearCat KRACKER™ line of all-diesel single fuel. On special order, BearCat will provide machines of larger capacity, including truck-mounted versions. Machines listed with propane are also available.



Model BK-2500 single-axle KRACKER™ available with 250-gallon capacity tank for smaller workloads. Other than tank capacity, all KRACKER operating features are identical in both the BK-2500 and BK-4000 models.



Propane tank stored in trailer, outside. No time is lost on the job site waiting for fuel to be added to tank.



An KRACKER™ machine includes a closed hot-oil heating system, with absolute flow control. This exclusive feature keeps used oil from application temperature as little as 1 hour for most materials.

**BENEFITS ON THE JOB SITE:**

- **Quick startup.** Idle down time is kept to a minimum while waiting for material to heat.
- **More production per shift.** The greater heating capability and efficiency of the KRACKER™ system means higher work output per hour on every job.

**NO OTHER CRACK-SEALING EQUIPMENT CAN MATCH THE PERFORMANCE OF THE BEARCAT KRACKER!**



Operating controls are conveniently located at the rear of the machine for quick, unobstructed access on the job. Working away from the job site are: • Diesel fuel distribution system • Motor control • Burner controls (auto operating and safety interlocks on control box lid) • Hydraulic line relief • Air line valve • Temperature gauges

\*Highly variable in all right-hand, diesel engine.



Enclosed high pressure diesel-oil burner with automatic ignition virtually eliminates chance of fire or explosion.



With BearCat's environmentally compatible FI-455 FIBER™ system, no solvent handling is needed at the end of a shift. There is no need to carry solvents aboard the KRACKER - further enhancing the overall environmental safety of these machines.





## Proposed Crack Sealing Machine – Street Department



This equipment will be used to fill any cracks that may occur on the streets of Seagoville. This street maintenance used to be performed by Dallas County, the acquisition of this equipment will enhance the ability of City staff to provide this service. The equipment should pay for itself within three years from savings from outsourcing cost. The useful life of this equipment is projected to be ten years, and will be purchased from Buy Board purchasing cooperative. Part of the outsourcing savings will be reallocated to equipment maintenance. Proposed cost \$54,000.

## ***Regular Session Agenda Item: 16***

**Meeting Date: November 4, 2019**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of one (1) Stalker SAM (Speed Awareness Monitor) Trailer in an amount not to exceed \$7,885.00 from Stalker Applied Concepts, Inc.; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The Community Development Department requested approval for the purchase of a new Stalker SAM (Speed Awareness Monitor) Trailer. This purchase was submitted and approved during the FY 2019-2020 budget.

The Stalker SAM (Speed Awareness Monitor) Trailer with red and blue LED lights assists in slowing and maintaining posted traffic speeds. The portability of the trailer allows for rapid deployment into problem areas, or areas needing special attention due to accidents, construction, special events or school zones. The Stalker SAM (Speed Awareness Monitor) clocks and displays motorists' speeds along with a static reminder of the prevailing speed limit. Stalker Radar speed measurement accuracy is built into a rugged, dependable trailer platform that is easily towed by department vehicles. The Stalker SAM's two 18-inch amber LED characters are legible at up to 1,000 feet.

The equipment will be purchased using the Buy Board Cooperative Purchasing Program (534-17).

### **FINANCIAL IMPACT:**

\$7,885.00

### **RECOMMENDATION:**

Staff recommends approval of this purchase to Stalker Applied Concepts Inc. at a cost of \$7,885.00

### **EXHIBITS**

Resolution

Quote 2025775 from Stalker Applied Concepts, Inc.

Photos of Stalker SAM (Speed Awareness Monitor) Trailer

**RESOLUTION NO. \_\_\_\_-R-19**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF ONE (1) STALKER SAM (SPEED AWARENESS MONITOR) TRAILER IN AN AMOUNT NOT TO EXCEED \$7,885.00 FROM STALKER APPLIED CONCEPTS, INC.; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, City Administration has determined there is a need to purchase a stalker SAM (Speed Awareness Monitor) trailer for the Community Development Department; and

**WHEREAS**, the City Council authorized the expenditure for the same in the FY 2019-2020 Community Development Department budget; and

**WHEREAS**, the purchase of the herein described equipment complies with City specifications and can be competitively procured from Stalker Applied Concepts, Inc. through the Buy Board Cooperative Purchasing Program; and

**WHEREAS**, the City Council of the City of Seagoville finds it to be in the public interest of the City to authorize the herein described purchase.

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

**SECTION 1.** The City Council hereby authorizes the purchase of one (1) stalker SAM (Speed Monitor Awareness) trailer with top display as set forth in the quote attached hereto as Exhibit "A" in an amount not to exceed seven thousand eight hundred eighty-five dollars and no cents (\$7,885.00), said amount to include shipping and handling and a 24-month warranty from Stalker Applied Concepts, Inc.

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

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this the 4<sup>th</sup> day of November, 2019.

**APPROVED:**

---

DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

---

KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

---

VICTORIA THOMAS, CITY ATTORNEY  
TM 111899 103119

# STALKER

534-17 QUOTE # 2025775

applied concepts, inc.

855 E. Collins Blvd  
Richardson, TX 75081  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Chris Frett  
972-801-4863

Reg Sales Mgr: Dave Lowry  
972-801-4850

Page 1 of 1  
Date: 02/20/19

Effective From : 02/20/2019 Valid Through: 05/21/2019 Lead Time: 32 working days

<b>Bill To:</b> Seagoville Police Dept 600 N Hwy 175 Seagoville, TX 75159-1833	<b>Customer ID:</b> 751591  <b>Accounts Payable</b>	<b>Ship To:</b> Seagoville Police Dept 702 N Highway 175 Seagoville, TX 75159	<b>Deliver</b>  Ladis Barr
---	---	--	----------------------------------

Qty	Package	Description	Wnty/Mo	Price	Ext Price
1	821-1000-00	Stalker SAwi Trailer	24	\$7,885.00	\$7,885.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	015-2532-59	[253259] SAM Trailer with Top Display		\$0.00
2	1	200-1229-00	Traffic Stats Sensor, 2-Comm Ports, USB, Open Frame		\$0.00
3	1	015-5345-00	[274714] SAM Trailer Solar Panel		\$0.00
4	1	015-2328-62	[232862] Red LED Light Bar-SAM/SAM-R		\$0.00
5	1	015-2354-40	[235440] Blue LED Light Bar-SAM/SAM-R		\$0.00
6	1	015-5603-00	[275565] Trailer Wheel Lock		\$0.00
7	1	200-1173-00	Stalker Traffic Analyst App, Thumb Drive, Manual		\$0.00
8	1	011-0218-00	Stalker SAM/SAM-R Trailer User Manual		\$0.00
9	1	006-0569-00	Certificate of Accuracy, Speed Sensor II		\$0.00
10	1	060-1000-24	24-Month Warranty		\$0.00
<b>Group Total</b>					<b>\$7,885.00</b>

Product	\$7,885.00	Sub-Total:	\$7,885.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		<b>Total: USD</b>	<b>\$7,885.00</b>

FREE Delivery & Operator Training.

001

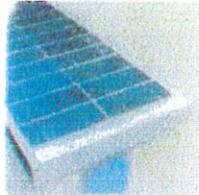
The price quoted does not include the 12VDC Class 27 Batteries that are widely available at local retailers from AutoZone to Walmart.

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

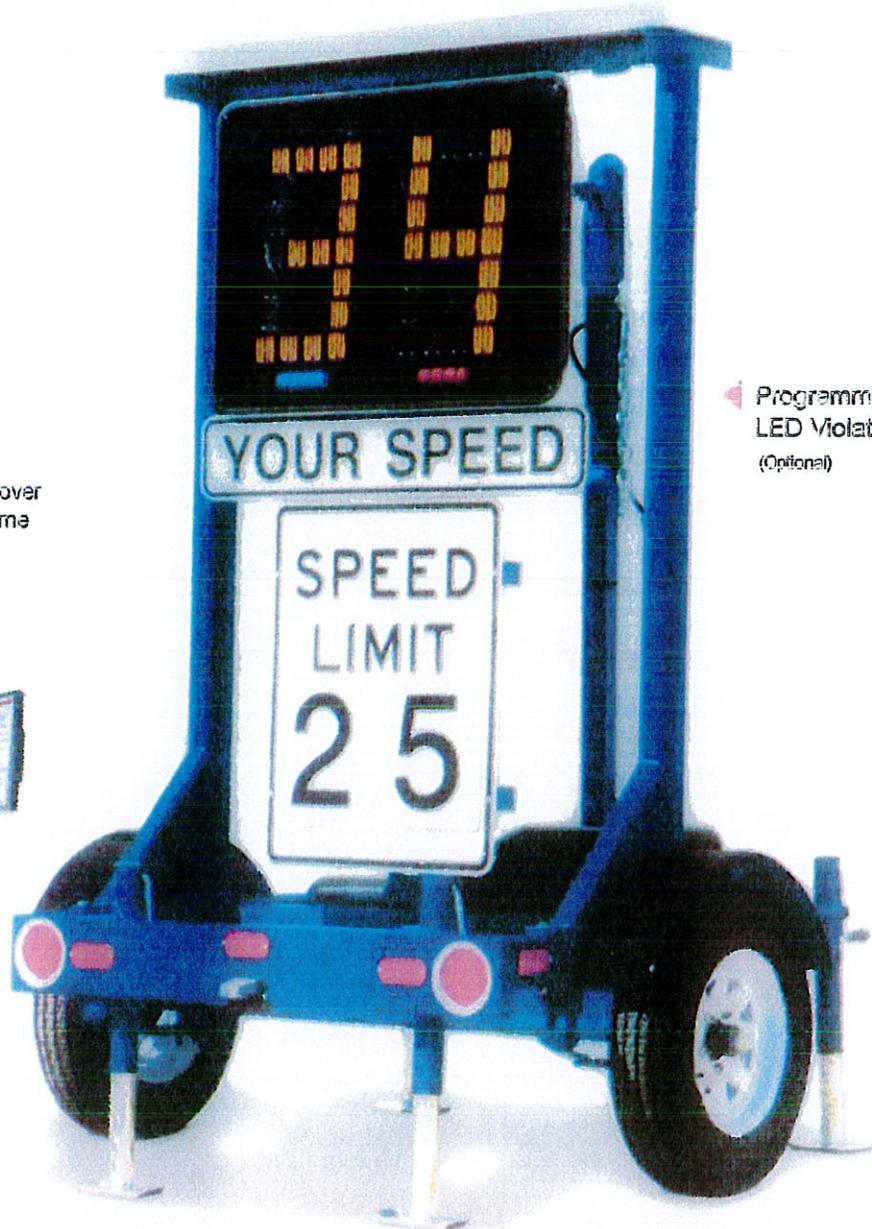
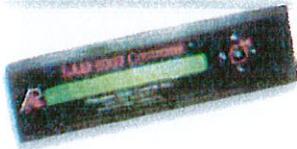


## Stalker SAM | Speed Awareness Monitor

Stalker's SAM trailers are powered by Precision Solar Controls and feature Stalker speed measurement accuracy in a rugged, dependable trailer platform.



- Optional Solar Panels
- 18" Amber LED characters - legible at up to 1000 ft.
- 4D Deep-cycle battery - provides over 18 days of operation and longer time between charges
- Stalker K-Band Doppler Radar
- New Optional Programmable LED Violator Alert
- Optional Integrated Statistics Package
- Hand-held controller



◀ Programmable LED Violator Alert (Optional)

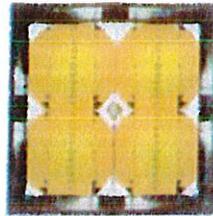


# STALKER

**Power to Enforce.**

## LED Lamp Matrix and Pulse Modulation

At the heart of the Stalker SAM is Precision Solar Control's LED Lamp Matrix and LED Pulse Width Modulation. The LED Lamp Matrix concentrates and focuses the LEDs' light, allowing the motorist to see the sign at a greater distance and, thus, act on the speed warning quicker.



LED Pulse Width modulation significantly increases the time between battery charges and powers the LEDs so that they remain at a consistent brightness throughout the battery's discharge cycle.

## Stalker K-Band Radar

The speed measurement component is pure Stalker - accurate and durable. Stalker's Stationary Speed Sensor II radar has greater range, sensitivity, and tracking when compared to competitive signs' radar.



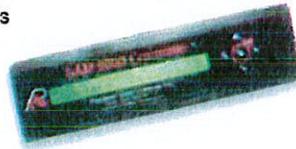
**4D Deep-cycle 12-volt battery** Provides over 13 days of continuous operation yielding longer operational time between battery charges.

## Graffiti-resistant paint

The finish keeps the trailer looking clean and neat for a professional department image, while its all steel construction provides a sturdy platform and reduces damage sustained in the field.

## Dedicated hand-held controller

Complete programming and diagnostic functions in the palm of your hand.



## Four stabilizing/leveling jacks

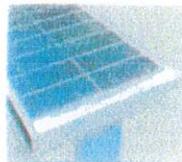
aid in proper placement and stability while allowing one officer to position the SAM on nearly any type of terrain.

## Retractable/Removable tongue

## Options:

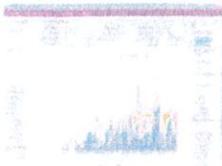
### Top-mounted solar panel

The panel recharges a day's worth of battery use with only 2.5 hours of sunlight allowing for "infinite" field operation.



### New Programmable LED Violator Alert

High powered LED Violator Alert flashes to warn motorists when they have exceeded a pre-set speed. Three (3) different user-programmable settings and choice of blue/red or white/white.



### Integrated statistical package

gathers valuable traffic data for improved grant writing support and verification of the sign's impact on traffic speeds.

# STALKER SAM

## Specifications:

### TRAILER

Width	64" (1.63m)
Length	116' (2.95m) tongue in travel position 57 1/2' (1.5m) tongue in display position
Height	91" (2.31m)
Weight	700 lbs. (317.5kg)
Main Frame	2" x 4" x .120" Steel Tubing

### DISPLAY CABINET

Material Thickness	.156" ABS Plastic
Width	36" (.91m)
Height	25 1/4" (.65m)
Depth	5 1/4" (.13m)
Lexan Window Thickness	.125"
Cabinet Temperature Delta	±20°

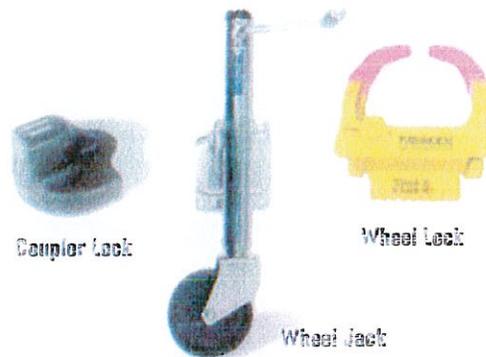
### ENERGY SOURCE

Battery Bank	4D Deep-Cycle Battery 18 days @ 78°F (25°C)
--------------	--

### RADAR - STALKER STATIONARY SPEED SENSOR II - 24.125 GHz

Detection Distance	Up to 1,200' (365 m)
Beam Width	30° x 32°

## Accessories:



Coupler Lock

Wheel Lock

Wheel Jack

# STALKER

## Power to Enforce.

applied concepts, inc.

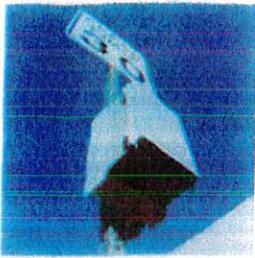
2609 Technology Drive ■ Plano, Texas 75074  
972.398.3720 ■ Fax 972.398.3731

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006-0455-00 Rev F

800-STALKER



**Stalker Traffic Analyst** | Powerful Traffic Data Tool

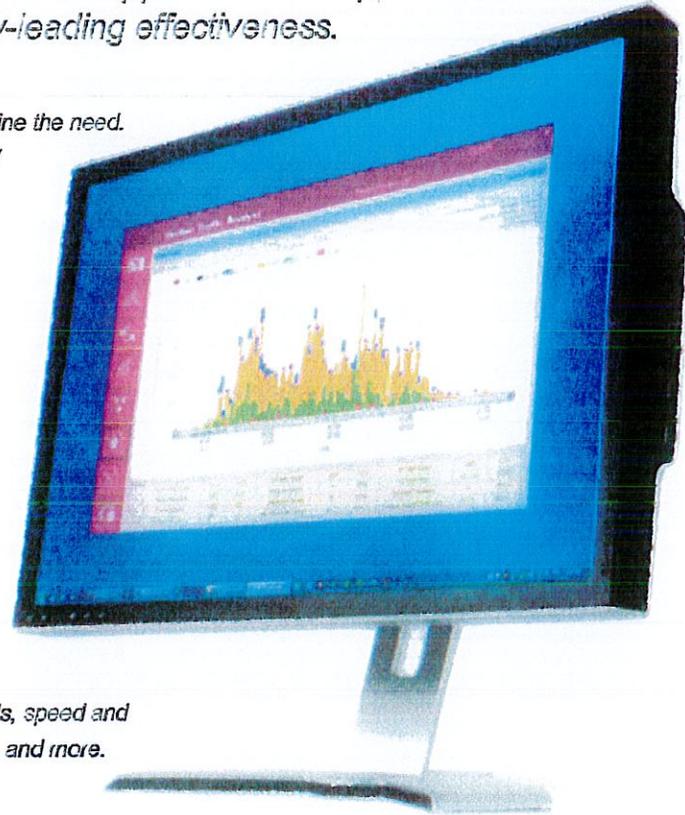
# Making traffic statistics work for you.

*Collect and analyze valuable traffic data in support of Grant applications and community policing, with industry-leading effectiveness.*

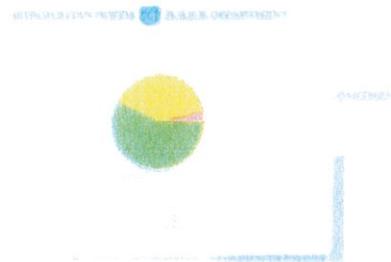
*The very first section in most Grant applications is to define the need. Whether for adjusting a speed limit, purchasing a speed/message sign, or allocation of department resources, properly assembled traffic data can make all of the difference between winning or losing an application. Powerful traffic statistic tools are essential when analyzing aggregate data.*

*The new Stalker Traffic Analyst is that tool. Updated analysis controls allow the user to take raw data and display it by count vs time, count vs speed, and 85th percentile, just to name a few. Data can be split, graphed, filtered, and then rendered in a color report designed with Agency Branding and support information.*

*Beginning with the setup, intuitive survey management tools walk the user through calendar setup, location details, speed and time resolutions, vehicle classification, speeds, distances, and more.*



- Intuitive Survey and Calendar setup
- Powerful Visual analysis
- Easy, user-defined report generation ▶
- Compare and toggle between multiple reports
- Group file operations into project folder



# STALKER

## Power to Enforce.



## Powerful Visual Analysis

The analysis window is the visual heart of the program. The floating palettes control the visual display and survey details may be added such as Google Map/satellite views, descriptions, and notes.

## Floating Palettes

### ■ Analysis Control

The Analysis Control palette where the analysis type is chosen and then applied to the analysis window.

- Count vs Time
- Weekly Count vs Time
- Count vs Speed
- Percentile Chart
- Average Speed vs Time
- Speed vs Time Bubble Chart
- Enforcement - Pie chart - **NEW**

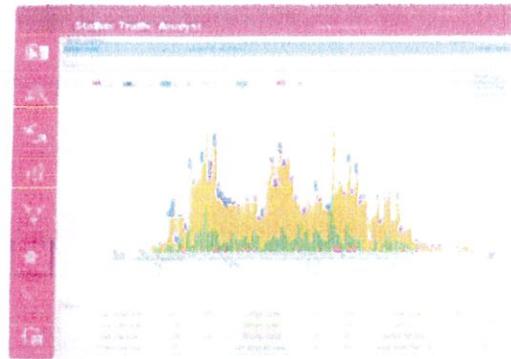
*A simple tool for Law Enforcement, citizens, city council, and management. Quickly display vehicle speeds below, moderately above, and excessively above speed limit threshold.*

### ■ Graphic Controls

The Graph Controls palette provides additional options such as grid detail, data values, display type (graph or tabular) and graph type.

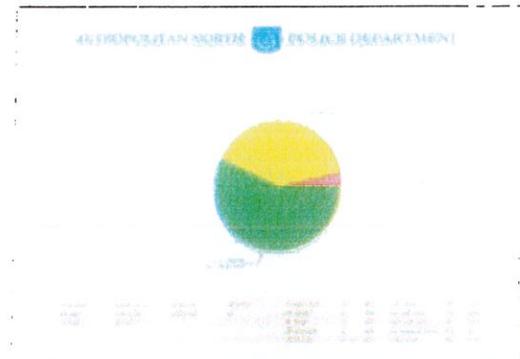
### ■ Data Filtering

Fine tune the data by more selective parameters such speed, dates, times, classification, and traffic direction.



Analysis Window

Tabular Data



Sample Report

## Easy Report Generation

Simple setup allows for custom design of your reports with Agency information, branding, photos, and other supporting details for printing and distribution.

## Intuitive Survey Setup

An intuitive setup window steps you through all of the necessary data to be included:

- Location details
- Survey configuration
- Speed/time resolutions and vehicle classifications
- Calendar setup
- Modes, days of the week, start/stop times



Survey Setup

## Simple Sensor Setup

Communication between the Traffic Analyst program and the Stalker Traffic Statistics sensor is simple and virtually automatic.

# STALKER

## Power to Enforce.

applied concepts, inc  
2609 Technology Drive ■ Plano, Texas 75074  
972.398.3730 ■ Fax: 972.398.3731



008-0530-00 Rev B

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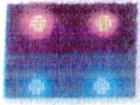
## 800-STALKER

## Pole Mounted Graphic Display

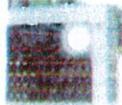
*A Full-Function, Dynamic Matrix Message Center*

Available in 12", 15", and 18" digit height models

- Easy to configure
- Powerful options



Traffic alert strobes



Simulated camera flash



More 

New!



Applied Concepts, Inc. (d/b/a Stalker Radar) Product Terms and Conditions

- (1) Purpose. The terms set forth herein govern the sale and delivery of the Stalker Radar and other products (collectively "Products") sold by Applied Concepts, Inc. (d/b/a Stalker Radar "we," "us," "our," etc.) and purchased by the purchaser ("you," "your," etc.).
- (2) Price and Product Changes; Errors. Prices of Products are subject to change without notice, and all references in sales brochures, technical data sheets and offers on our website or otherwise as to size, weight, and other details of the Products are approximate only. No such term shall be binding on us unless expressly incorporated in a purchase order which is approved and accepted by us in accordance with these terms. In the event that a Product is mistakenly listed at an incorrect price or with other incorrect information, we reserve the right to refuse or cancel any orders placed for a Product listed at the incorrect price or based on incorrect product information. In addition, we are not responsible for any inability to fulfill orders due to reasons beyond our control. We reserve the right to refuse or cancel any such orders whether the order has been confirmed and you have paid for the Product. If you have already paid for the Product and your order is cancelled, we will issue a refund in the amount paid.
- (3) Cancellation. Cancellation of an order for standard Products will be accepted without penalty, prior to shipment. Cancellation of an order for non-standard or customized Products will not be accepted once item is in production or shipped.
- (4) Delivery. Unless separate arrangements have been agreed upon in writing with you to the contrary, the terms of delivery are F.O.B. our loading dock. We will use commercially reasonable efforts to make your purchased Products available for pick-up and delivery by you within a reasonable time after acceptance of an order from you, or, if you so specify, to place the purchased Products with a common carrier at your expense for delivery to you. You bear the risk of loss or destruction of the purchased Products upon and after the first to occur of (a) pick-up or acceptance of the Products by you or your common carrier at our place of business, or (ii) five (5) days after confirmation from us that the Products are ready for pick-up at our place of business. If we are required to store the Products due to any delay caused by you, you will reimburse us for reasonable storage charges. We reserve the right to make the Products available for pick-up and delivery in installments provided that such installment shall not be less than one Product unit, unless otherwise expressly confirmed in a written communication to the contrary by us. Delay in delivery of any installment shall not relieve you of your obligation to accept remaining deliveries.
- (5) Returns. We must authorize all returns and a Return Material Authorization (RMA), prior to shipping. All returns must be made within thirty (30) days after delivery as specified in Section (4). Returns will be shipped at your expense. An RMA number can be obtained by e-mailing Customer Service: [csd@concepts.com](mailto:csd@concepts.com). We will not be responsible for, nor guarantee credit or replacement on, any product returned to us without an RMA. Under no circumstances will we accept collect shipments. Products returned must be received by us in re-salable condition. Product that cannot go back to stock as received will not be accepted. Please securely pack the Product and write the RMA number on the outside of the shipping box, not the product box. All returns are subject to a restocking charge of 15% of net price. A minimum repacking fee of 35% of current net price will be charged for all returned product requiring repackaging. Specific items may require additional charges.
- (6) Payment. You will pay the purchase price and applicable taxes and duties for Products without setoff, deduction, or withholding net 30. You hereby grant us a purchase money security interest in and to the Products until the purchase price and other applicable charges are paid in full. You consent to filing of a UCC-1 or other applicable document that we deem necessary to perfect this security interest and appoint our designee as your attorney-in-fact to execute and file such UCC-1 or other document in our sole discretion.
- (7) Proprietary Information. We have and claim various proprietary rights in the Products. You will not directly or indirectly cause any proprietary rights to be violated or any proprietary information to be disclosed to any third party without our prior written consent.
- (8) Warranty. We warrant Products to be free of defects and (a) that Products will perform materially in accordance with the user guides, quick reference guides, and other technical and operations manuals and specifications for Products

provided by us. At our election, we will repair or replace at our cost all Product hardware components that fail due to defective materials or workmanship during the warranty period specified in your owner's manual or a longer period specified in your quote or invoice. You must return failed Product to the factory or an authorized service center, freight prepaid. Return shipping on any components that fail within 6 months from shipment date, will be paid for by us through a shipping label we provide to you. We will pay standard UPS ground on all return shipping. This warranty excludes normal wear-and-tear such as frayed cords, broken connectors, scratched or broken cases, or physical abuse. The foregoing warranty is exclusive, in lieu of all other warranties, of quality, fitness, or merchantability, whether written, oral, or implied. We will not be liable for any direct, indirect, consequential or incidental damages arising out of the use or inability to use Product even if you have advised us of the possibility of such damages. As a further limit on warranty, and as an expressed warning, you should be aware that harmful personal contact may be made with a Product in the event of violent maneuvers, collisions, or other circumstances, even though said Product is installed and used according to instructions. We specifically disclaim any liability for injury caused by a Product in all such circumstances. *Any attempt to repair a Product on your own will void this warranty.*

- (9) Limitations of Liability. WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAID US UNDER THIS AGREEMENT FOR PRODUCTS DURING THE 12 MONTHS PRECEDING THE CLAIM.

(10) Miscellaneous

- a) Force Majeure. We and our partners will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

Assignment. You may not assign or otherwise transfer Products or any of your rights and obligations specified herein without our prior written approval. Subject to the foregoing, these terms and conditions will be binding upon, and inure to the benefit of us, you and our and your respective successors and permitted assigns.

- c) Jurisdiction. Your purchase of Product and these terms and conditions shall be governed by, construed, and enforced in accordance with the laws of the State of Texas without regard to its conflicts of laws provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such Arbitration shall take place only in Collin or Dallas Counties, State of Texas. There is no recourse beyond the Binding Arbitration mentioned herein and that no civil litigation or action will be brought by either party as a direct result of your purchase or use of Product or these terms and conditions. The non-prevailing party (as exclusively determined by the arbitrator) shall pay all of the prevailing party's arbitration fees, attorneys' fees, costs (including costs of investigation), expert witness fees, and all other related expenses of every kind and nature whatsoever. Notwithstanding the foregoing, we may seek any equitable or injunctive relief in a court having proper jurisdiction to protect our rights under these terms and conditions or to protect any of our proprietary interest or goodwill.
- d) Severability. In the event that any provision of these terms and conditions is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law or any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if these terms and conditions did not contain the particular provisions held to be unenforceable.

## ***Regular Session Agenda Item: 17***

**Meeting Date: November 4, 2019**

### **ITEM DESCRIPTION:**

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by adding a new section 13.01.004 titled “Residential Exterior Lighting Trespass and Nuisance” to article 13.01 titled “General Provisions” of Chapter 13 titled “Offenses and Nuisances”; providing a repealing clause; providing a severability clause; providing a savings clause; providing 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:**

Currently, the city does not have an ordinance for residential exterior lighting trespass. With the city progressively growing we have received numerous calls and complaints regarding obnoxious glare or direct illumination that creates a nuisance or detracts from the use or enjoyment of the adjacent properties. This ordinance will allow for city staff to enforce certain residential exterior lighting situations as a trespass and nuisance on residential private property within the City.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

Staff recommends approval

### **EXHIBITS:**

Ordinance

**THE CITY OF SEAGOVILLE, TEXAS  
ORDINANCE NO. \_\_\_-19**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY ADDING A NEW SECTION 13.01.004 TITLED “RESIDENTIAL EXTERIOR LIGHTING TRESPASS AND NUISANCE” TO ARTICLE 13.01 TITLED “GENERAL PROVISIONS” OF CHAPTER 13 TITLED “OFFENSES AND NUISANCES”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Seagoville Code of Ordinances identifies and prohibits certain offenses and nuisances; and,

**WHEREAS**, the City Council determined that it is necessary to identify and prohibit certain residential exterior lighting situations as a trespass and nuisance on residential private property within the City.

**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, Chapter 13 “Offenses and Nuisances”, Article 13.01, “General Provisions” is hereby amended to add a new section 13.01.004 “Residential Exterior Lighting Trespass and Nuisance” to read as follows:

**"CHAPTER 13  
OFFENSES AND NUISANCES**

.....

**ARTICLE 13.01 GENERAL PROVISIONS**

.....

**Section 13.01.004 Residential Exterior Lighting Trespass and Nuisance.**

It shall be a public nuisance, a trespass, and unlawful for any residential use or operation of exterior lighting from any source to be located or concentrated so as to produce intense glare or direct illumination across the bounding property line or to be of such intensity as to detract from the use and enjoyment of adjacent property. All outside lights from any source which cast illumination on adjacent residential property shall be comprised of a light source and reflector that act together such that the light beam is controlled and not directed across any neighboring property line above a height of three (3) feet. The allowable maximum intensity measured at the property line adjoining a residential district shall be 0.25 footcandles, and at the property line adjoining a nonresidential district shall be 0.5 footcandles. Light poles shall not exceed the maximum height allowed in the subject property’s zoning district, and they shall be

placed on the site a setback equal to their height from all adjacent residential property. No lighting from any source shall shine directly on an adjacent dwelling.

**SECTION 2.** That all resolutions, policies, and provisions of the Code of 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 3.** That should any word, phrase, paragraph, section or phrase of this ordinance or of the Code of Ordinances, as amended hereby, be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 4.** That an offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 5.** That any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, and each and every day such violation is continued shall be deemed to constitute a separate offense.

**SECTION 6.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

**PASSED AND ADOPTED** by the City Council for the City of Seagoville, Texas at a meeting on the \_\_\_\_ day of \_\_\_\_\_, 2019, at which a quorum was present, and for which due notice was given.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Victoria W. Thomas, City Attorney  
(TM111129 092419)

## ***Regular Session Agenda Item: 18***

**Meeting Date: November 4, 2019**

### **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

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## ***Regular Session Agenda Item: 19***

**Meeting Date:** November 4, 2019

**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

**RECOMMENDATION:**

N/A

**EXHIBITS:**

N/A

## *Executive Session Agenda Item: 20*

**Meeting Date:** November 4, 2019

### **ITEM DESCRIPTION:**

Recess into Executive Session

Council will recess into Executive Session in compliance with Texas Government Code:

- A. § 551.071. (2) Consultation with attorney to seek legal advice on a matter under that subsection, to wit: ordinances regarding panhandling, vagrancy and/or loitering

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## *Executive Session Agenda Item: 21*

**Meeting Date:**     **November 4, 2019**

### **ITEM DESCRIPTION:**

#### **Reconvene into Regular Session**

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

- A. § 551.071. (2) Consultation with attorney to seek legal advice on a matter under that subsection, to wit: ordinances regarding panhandling, vagrancy and/or loitering

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A