



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA  
MONDAY, NOVEMBER 16, 2020**

**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. Receive an update concerning CoVID-19 Cares Act Funding**
- C. Receive an update concerning the manhole project**

**Adjourn**

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

**ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**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 November 2, 2020 (City Secretary)**

**REGULAR AGENDA-**

- 2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving a Banking Services Contract with American National Bank of Texas for the period December 1, 2020 through November 30, 2023, with two possible one-year extensions; authorizing the City Manager to execute the contract; providing a severability clause; and providing an effective date (Interim Finance Director)**
- 3. Conduct interviews with Boards & Commissions Applicant for appointment (City Secretary)**
- 4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Construction Services Agreement with Insituform Technologies, LLC, for the rehabilitation of six manholes; in an amount not to exceed One Hundred Sixty Eight Thousand Six Hundred Sixty Dollars and Zero Cents (\$168,660.00) in accordance with the terms set forth in the proposal attached hereto as Exhibit "A"; authorizing the City Manager to execute said Agreement and related documents; providing for a repealing clause; providing for a severability clause; and providing an effective date (Public Works Director)**
- 5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an Agreement for Professional Engineering Services ("agreement") with Halff Associates, Inc. for the purpose of providing surveying and plat services for 101 North Watson Street; in an amount not to exceed Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00); authorizing the City Manager to sign; and providing an effective date (City Manager)**
- 6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an agreement for Professional Engineering Services ("agreement") with Garver, LLC. for the purpose of providing engineering services for the Lakey Road water line; in an amount not to exceed Fourteen Thousand Eighty Dollars and Zero Cents (14,080.00) authorizing the City Manager to sign; and providing an effective date (Public Works Director)**
- 7. Discuss and consider approving a Resolution of the City of Seagoville, Texas, declaring certain city property surplus and authorizing the City Manager to sell, trade, and/or dispose of it in accordance with the process established in the Code of Ordinances; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date (Police Chief)**
- 8. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving the terms and conditions of an Interlocal Cooperative Agreement with the City of East Tawakoni, Texas relating to the donation of surplus law enforcement property (The "Property"); authorizing its execution by the City Manager or designee; and providing an effective date (Police Chief)**

- 9. Conduct a public hearing on a request to grant a change in zoning from Light Manufacturing (LM) to Planned Development with mix uses for Multi-Family Residential, Office, Local Retail and Commercial (PD-20-03) for approximately 22.17± acres located in the John D Merchant Abstract 850, commonly known as 108 South Highway 175, in the City of Seagoville, Dallas County, Texas (Community Development Director)**
- 10. 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 Light Manufacturing (LM) to Planned Development with mix uses for Multi-Family Residential, Office, Local Retail and Commercial (PD-20-03) with stated permitted and prohibited uses therein for approximately 22.17± acres located in the John D Merchant Abstract 850, commonly known as 108 South Highway 175, in the City of 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 fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)**
- 11. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to perform repair work on Cain Street, in its entirety, in an amount not to exceed One Hundred Seventy-Two Thousand Seven Hundred Ninety-One Dollars and Fifty Cents (\$172,791.50) as set forth in Exhibit A, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Community Development Director)**
- 12. Discuss and consider approving the Christmas Tree Lighting to be held on Thursday, December 3, 2020 at C.O. Bruce Central Park (Community Development Director)**
- 13. Discuss and consider approving the gathering of 10 or more people for the upcoming Movie in The Park Event to be held on Saturday, December 12, 2020 (Community Development Director)**
- 14. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**
- 15. Future Agenda Items – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.**

**16. Recess into Executive Session**

**Council will recess into executive session pursuant to Texas Government Code:**

**A. §551.087 to discuss or deliberate regarding commercial or financial information received from a business project(s) that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental entity and with which the governmental body is conducting economic development negotiations, to wit: Retail and/or restaurant prospects in discussions with City through The Retail Coach**

**B. § 551.071. Consultation with City Attorney: receive legal advice to wit: Half Associates Inc findings, conclusions and legal implications regarding Crestview Lane**

**17. Reconvene Into Regular Session**

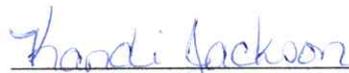
**Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.**

**A. §551.087 to discuss or deliberate regarding commercial or financial information received from a business project(s) that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental entity and with which the governmental body is conducting economic development negotiations, to wit: Retail and/or restaurant prospects in discussions with City through The Retail Coach**

**B. § 551.071. Consultation with City Attorney: receive legal advice to wit: Half Associates Inc findings, conclusions and legal implications regarding Crestview Lane**

**Adjourn**

Posted Thursday, November 12, 2020 by 5:00 P.M.

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



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

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

**DATES TO REMEMBER**

- **Monday, December 7, 2020 Regular Council Meeting**
- **Monday, December 21, 2020 Regular Council Meeting**
- **Monday, January 4, 2021 Regular Council Meeting**
- **Monday, January 18, 2021 Regular Council Meeting**

## *Consent Session Agenda Item: 1*

**Meeting Date:** November 16, 2020

**ITEM DESCRIPTION:**

Consider approving City Council Meeting minutes for November 2, 2020.

**BACKGROUND OF ISSUE:**

Approve City Council Meeting minutes for November 2, 2020.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

November 2, 2020 Work Session Meeting Minutes  
November 2, 2020 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL  
WORK SESSION  
NOVEMBER 2, 2020**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:31 p.m. on Monday, November 2, 2020, 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, Library Director Liz Gant, Director of Health & Code Jimmy Stephens, Code Enforcement Supervisor Jeff Swaggerty, Code Enforcement Officer Jessica Sherman, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**B. Receive update from Code Enforcement concerning cases**

*Code Enforcement Supervisor Swaggerty provided an update concerning Code Enforcement cases. He presented cases with pictures and explained the violations.*

*Mayor Pro Tem Epps stated he knows Code Enforcement has been to certain locations when he sees their tags.*

*Councilmember Hernandez stated he would like to see the GoRequest App communicated in order to receive support. Mayor Pro Tem Epps asked if the app could be added to the water bills. City Manager Stallings stated yes and it will be added to social media.*

**C. Receive update concerning CoVID-19 Cares Act**

*Director of Health & Code Stephens provided an update concerning CoVID-19 Cares Act funding. He stated there were funds left that will have to be given if not used. He stated the balance of unused monies could be used for other CoVID-19 related expenses.*

**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  
NOVEMBER 2, 2020**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:21 p.m. on Monday, November 2, 2020, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Library Director Liz Gant, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Director of Health & Code Jimmy Stephens, Code Enforcement Supervisor Jeff Swaggerty, Code Enforcement Officer Jessica Sherman, 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** – *Mayor Childress stated tomorrow, Tuesday, November 3, 2020 is Election Day and he urged everyone that has not early voted to exercise their right to vote.*

**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 October 19, 2020 (City Secretary)**

*Motion to approve City Council Meeting minutes for October 19, 2020 – Howard, seconded by Magill; motion passed with all ayes. 5/0*

**REGULAR AGENDA-**

**2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute a Professional Services Agreement between the City of Seagoville and Mitel Business Systems, Inc. for a three year contract providing Internet Protocol Telephone Service and Equipment at six City of Seagoville locations which is attached hereto and incorporated herein as Exhibit A, providing for a repealing clause; providing for a severability clause; and providing an effective date (Library Director)**

*Library Director Gant stated this Resolution authorizes the City Manager to execute a Professional Services Agreement between the City of Seagoville and Mitel Business Systems, Inc. for a three year contract providing Internet Protocol Telephone Service and Equipment at six City of Seagoville locations. She also stated technology standards will be met with this new phone system.*

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute a Professional Services Agreement between the City of Seagoville and Mitel Business Systems, Inc. for a three year contract providing Internet Protocol Telephone Service and Equipment at six City of Seagoville locations which is attached hereto and incorporated herein as Exhibit A, providing for a repealing clause; providing for a severability clause; and providing an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 5/0*

**3. Discuss and consider approving the Keep Seagoville Beautiful Annual Arbor Day Event (Library Director)**

*Library Director Gant stated this will be the 14<sup>th</sup> Annual Arbor Day Event. She stated CoVID-19 has created the need for changes to the event which are outlined in the 2020 Arbor Day Event Modification Plan.*

*City Manager Stallings stated this event needs the Mayor's permission and Staff wanted to bring it before the Council.*

*Motion to approve the Keep Seagoville Beautiful Annual Arbor Day Event with the Modifications outlined in the plan – Magill, seconded by Epps; motion passed with all ayes. 5/0*

**4. Discuss truck parking along Highway 175 (Councilmember Fruin)**

*Councilmember Fruin stated 18-wheeler trucks have been parking along the newly asphalt paved Farmers Road due to a business that is located there. He stated this road was designed for residential parking not for 18-wheeler truck parking. The trucks are causing damage to the new road. He also stated he doesn't mind 18-wheelers in the City, he just wants to make sure the roads are able to withstand 18-wheeler trucks.*

*City Manager Stallings stated Staff, City Attorney, and Community Development will work together to consider zoning as well as other areas of concern created by 18-wheeler trucks.*

**5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, appointing the Presiding Judge to the City of Seagoville Municipal Court of Record; authorizing the related Agreement for Service; and providing an effective date (City Secretary)**

*City Secretary Jackson stated Agenda Item #5 and Agenda Item #6 are related. Agenda Item #5 reappoints and authorizes an Agreement for Service with Presiding Judge McKee. She also stated Agenda Item #6 reappoints and authorizes the Agreement for Service with Alternate Associate Municipal Judge Kimberly Lafferty.*

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, appointing the Presiding Judge to the City of Seagoville Municipal Court of Record; authorizing the related Agreement for Service; and providing an effective date – Epps, seconded by Magill; motion passed with all ayes. 5/0*

**6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, appointing Kimberly Lafferty as the Alternate Associate Municipal Judge to the City of Seagoville Municipal Court of Record; authorizing the related Agreement for Service; and providing an effective date (City Secretary)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, appointing Kimberly Lafferty as the Alternate Associate Municipal Judge to the City of Seagoville Municipal Court of Record; authorizing the related Agreement for Service; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 5/0*

**7. Discuss and consider approving the purchase of Personal Protective Equipment (PPE) for Seagoville Elementary Schools from COVID-19 Grant Funds (Director of Health & Code)**

*Mayor Childress stated we should not let our children suffer.*

*Motion to approve the purchase of Personal Protective Equipment (PPE) for Seagoville Elementary Schools from COVID-19 Grant Funds – Magill, seconded by Hernandez; motion passed with all ayes. 5/0*

**8. Discuss and consider approving the use of COVID 19 Grant funds to reimburse the City for COVID Pay, COVID overtime pay, COVID out-of-capacity pay and First Responder regular time pay for the time period from March 2020 to October 2020 (Director of Health & Code)**

*Motion to approve the use of COVID 19 Grant funds to reimburse the City for COVID Pay, COVID overtime pay, COVID out-of-capacity pay and First Responder regular time pay for the time period from March 2020 to October 2020 – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**9. Discuss and consider approving a one-time payment for COVID-19 hazard pay to front line employees in the amount of One Thousand Dollars (\$1,000.00) per employee (Mayor Pro Tem Epps)**

*Mayor Pro Tem Epps stated he requested this in order to show appreciation to the frontline employees.*

*Councilmember Hernandez asked if this money would be used from the General Fund. City Manager Stallings stated yes, the money would come from the General Fund.*

*Councilmember Hernandez stated he feels like all employees are front line employees.*

*Motion to approve a one-time payment for CoVID-19 hazard pay to all City Employees, full-time and part-time in the amount of One Thousand Dollars (\$1,000.00) – Hernandez, seconded by Epps; motion passed with all ayes. 5/0*

**10. Conduct a public hearing on a request to grant a zoning change from R-5, Residential Single Family-5, to C, Commercial, on an approximately 0.040± acre tract in the Henry D. Bohannon Survey Abstract 178, commonly referred and being a part of 210 North Kaufman Street in the City of Seagoville, Dallas County, Texas (Community Development Director)**

*Mayor Childress opened the public hearing at 7:40 p.m.*

*No one spoke for or against.*

*Mayor Childress closed the public hearing at 7:40 p.m.*

**11. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of City of Seagoville, as amended, by granting a zoning change from R-5, Residential Single Family-5, to C, Commercial, on an approximately 0.040± acre tract in the Henry D. Bohannon Survey Abstract 178, commonly referred and being a part of 210 North Kaufman Street in the City of Seagoville, Dallas County, Texas, and being legally described by metes and bounds in Exhibit “A” attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)**

*Community Development Director Barr stated this Ordinance grants a zoning change from R-5, Residential Single Family-5, to C, Commercial at 210 North Kaufman. He also stated the owner needs to rezone from R-5, Residential Single Family-5 to C, Commercial in order to build a storage building.*

*City Attorney Thomas stated the Planning & Zoning Commission approved this with conditions. She stated this a straight zoning request so it cannot be approved with conditions. She also stated all of the conditions approved by the Planning & Zoning Commission are conditions that would have to be met by the Code of Ordinances anyway.*

*Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of City of Seagoville, as amended, by granting a zoning change from R-5, Residential Single Family-5, to C, Commercial, on an approximately 0.040± acre tract in the Henry D. Bohannon Survey Abstract 178, commonly referred and being a part of 210 North Kaufman Street in the City of Seagoville, Dallas County, Texas, and being legally described by metes and bounds in Exhibit “A” attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**12. Discuss and Consider approving a Resolution of the City of Seagoville, Texas approving and ratifying the City Manager’s action for an expenditure of general fund monies in an amount not to exceed One Hundred Ten Thousand One Hundred Eighty-Seven Dollars and Twenty-Five Cents (\$110,187.25) for emergency repairs to Combine Road; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Community Development Director)**

*Motion to approve a Resolution of the City of Seagoville, Texas approving and ratifying the City Manager’s action for an expenditure of general fund monies in an amount not to exceed One Hundred Ten Thousand One Hundred Eighty-Seven Dollars and Twenty-Five Cents (\$110,187.25) for emergency repairs to Combine Road; authorizing the City Manager to execute any and all necessary documents; and providing an effective date – Epps, seconded by Magill; motion passed with all ayes. 5/0*

**13. Receive an update regarding streets under construction (Community Development Director)**

*Community Development Director Barr provided an update regarding streets under construction. He stated Farmers – Highway 175 Service Road to Kaufman, Cubley, Ferrell, Potter, Malloy Bridge Road from Highway 175 to Crestview, Ross, Crestview, Johnnie Row, Georgia Land and 950 feet of Combine Road have been completed. He stated the Community Development Block Grant Program (CDBG) made it possible for the City to complete Farmers from Kaufman to Watson, Watson, Dice, Ralph, Dudley, Washington, and Durham. He also stated repairs for Cain Street will be brought to Council at the next meeting.*

*Stephen Crawford with Halff Associates explained the survey used on Crestview Street was an old survey from the previous engineering company. He stated a new survey has been completed and construction should resume soon.*

**14. Discuss and consider approving a Resolution of the City Council of Seagoville, Texas, ratifying and approving the terms and conditions of a Professional Services Agreement between Seagoville Economic Development Corporation and The Retail Coach in substantially the form as attached hereto as Exhibit “1”, including Exhibit “A” thereto, for the purposes of providing assistance in Retail Recruitment and Development Strategy for a term of one year and for compensation in an amount not to exceed Eighteen Thousand Five Hundred Dollars (\$18,500.00) providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)**

*Motion to approve a Resolution of the City Council of Seagoville, Texas, ratifying and approving the terms and conditions of a Professional Services Agreement between Seagoville Economic Development Corporation and The Retail Coach in substantially the form as attached hereto as Exhibit “1”, including Exhibit “A” thereto, for the purposes of providing assistance in Retail Recruitment and Development Strategy for a term of one year and for compensation in an amount not to exceed Eighteen Thousand Five Hundred Dollars (\$18,500.00) providing for a repealing clause; providing for a severability clause; and providing an effective date – Hernandez, seconded by Howard; motion passed with all ayes.  
5/0*

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

*Councilmember Hernandez encouraged everyone to go vote and to attend the Keep Seagoville Beautiful Arbor Day Event on Saturday, November 7, 2020 at 9:00 a.m.*

*Councilmember Magill stated the Movie in the Park Event was enjoyed by everyone that attended.*

*Councilmember Fruin thanked all City Employees for their hard work. He also stated he is excited about the new Christmas Tree.*

**16. 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.*

**Adjourned at 8:04 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 16, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving a Banking Services Contract with American National Bank of Texas for the period December 1, 2020 through November 30, 2023, with two possible one-year extensions; authorizing the City Manager to execute the contract; providing a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The City of Seagoville advertised and sought proposals from eligible financial institutions for provision of banking services to the City for the period commencing December 1, 2020 through November 30, 2023, with two possible one-year extensions.

American National Bank of Texas was the sole respondent. Pursuant to American National Bank of Texas's proposal for provision of banking services, the City will continue to receive competitive earnings on deposits maintained in American National Bank and banking costs will approximate \$1,000 to \$1,200 monthly for services the City currently receives and will continue to require, including direct deposit, wire and ACH banking, positive pay for fraud prevention, remote deposits and other normal banking services.

The City Council finds it to be in the best interest of the City of Seagoville to accept the proposal of American National Bank of Texas for provision of banking services to the City for the period December 1, 2020 through November 30, 2023, with two possible one-year extensions;

### **FINANCIAL IMPACT:**

Current estimate of banking services is estimated to be approximately \$1125.00 monthly. This fee will be offset by interest and earnings credit on the same bank balances. The City shall earn both the following:

\*Earnings Credit Rate of 0.25%

\* A rate equal to the current ANB Public Fund Money Market rate. The current rate is 0.05%.

### **RECOMMENDATION:**

Approval

### **EXHIBITS:**

Resolution

ANBTX Bank Depository Agreement and Banking Services Cost

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING A BANKING SERVICES CONTRACT WITH AMERICAN NATIONAL BANK OF TEXAS FOR THE PERIOD DECEMBER 1, 2020 THROUGH NOVEMBER 30, 2023, WITH TWO POSSIBLE ONE-YEAR EXTENSIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to state law the City of Seagoville advertised and sought proposals from eligible financial institutions for provision of banking services to the City for the period commencing December 1, 2020 through November 30, 2023, with two possible one-year extensions; and

**WHEREAS**, American National Bank of Texas was the sole respondent; and

**WHEREAS**, pursuant to American National Bank of Texas's proposal for provision of banking services, the City will continue to receive competitive earnings on deposits maintained in American National Bank and banking costs will approximate \$1,000 to \$1,200 monthly for services the City currently receives and will continue to require, including direct deposit, wire and ACH banking, positive pay for fraud prevention, remote deposits and other normal banking services; and

**WHEREAS**, the City Council finds it to be in the best interest of the City of Seagoville to accept the proposal of American National Bank of Texas for provision of banking services to the City for the period December 1, 2020 through November 30, 2023, with two possible one-year extensions;

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

**SECTION 1.** The proposal submitted by American National Bank of Texas for provision of banking services to the City is accepted and the contract for such services is hereby awarded to American National Bank of Texas and the City Manager is authorized to execute any and all documents necessary to accomplish the award of this contract and/or the provision of such services. American National Bank of Texas ("Bank") is hereby designated as a depository of the City of Seagoville, Texas ("City") and a checking account or accounts shall be established in the name of the City with Bank, under and subject to the rules and regulations as from time to time are prescribed by Bank and wherein may be deposited any of the funds of the City whether represented by cash, checks, notes or other evidences of debt and from which withdrawals are hereby authorized in the name of the City upon the authorized signature of any two (2) of the following: (1) Dennis K. Childress, Mayor, (2) Gail French, Interim Director of Finance, and (3) Patrick Stallings, City Manager. Endorsements for deposit may be by written or stamped endorsement of the City without designation of the party making the endorsement.

**SECTION 2.** Upon the authorized signature of any two (2) of the following: (1) Dennis K. Childress, Mayor, (2) Gail French, Interim Director of Finance, and (3) Patrick Stallings, City Manager, the City may from time to time borrow money in the name of the City from the Bank and give the City's notes or other evidences of indebtedness therefor, in such amounts and for such time and rate of interest as may be designated on said notes or other evidences of indebtedness or as may be the Bank's custom, and any of said persons may secure the payment of any or all indebtedness and obligations of the

Municipality to Bank by the execution and delivery for and on behalf of the City of deeds of trust, assignments, chattel mortgages, separate collateral agreements, pledge agreements, loan agreements and other security agreements as well as any other agreement that may be required by the Bank, whether similar to any of those enumerated or not, which said agreements or instruments may, among other things, pledge, encumber, convey or cover any or all properties of the City including bills, notes, accounts receivable, stocks, bonds, real estate and personal property, as well as any other property and assets of the City, whether similar to those enumerated or not, and the notes, bills, accounts, certificates of deposit and other receivables and instruments owned by the City may be transferred to said Bank for rediscount or for purchase or for collection on the endorsement of any of said persons; and any of said persons shall have authority to waive demand, protest and notice of protest or dishonor of any check, note, bill, draft, or other instrument made, drawn or endorsed by the City.

**SECTION 3.** Bank is hereby authorized to honor any and all withdrawals of the City's funds payable to the authorized officer or agent signing, or countersigning the same, or payable to Bank, whether such withdrawals are presented for cash or for credit to any account and Bank need make no inquiry concerning any such item.

**SECTION 4.** The City Secretary shall certify to Bank the names of the persons authorized hereunder, and shall from time to time hereafter, as changes in the persons authorized hereunder are made, immediately certify in writing such changes to Bank, and Bank shall be fully protected in relying on such written certification of the City Secretary and shall, to the extent allowed by law, be indemnified and saved harmless from any claims, demands, expenses, losses or damages resulting from or growing out of honoring the signature of any persons so certified or refusing to honor any signature not so certified.

**SECTION 5.** Bank is hereby authorized and requested to continue to rely upon this Resolution and the authority granted herein until written notice of any amendment, change or revocation has been delivered to the Cashier of Bank and until he shall have acknowledged receipt of the same in writing, receipt of any such notice shall not affect any action taken by Bank prior to the execution by the Cashier of Bank of such written acknowledgment, no such amendment, change or revocation being effective until said Cashier has signed such receipt.

**SECTION 6.** This Resolution and the authority herein granted shall pass and inure to any successor or to the assigns of Bank.

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

**SECTION 8.** This resolution shall become effective immediately upon its passage and approval.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS ON THIS THE \_\_\_\_ DAY OF NOVEMBER 2020.**

**APPROVED:**

---

**Dennis K. Childress, Mayor**

APPROVED AS TO FORM:

\_\_\_\_\_  
Victoria W. Thomas, City Attorney  
(110520vwtTM118974)

**ATTEST:**

I, Kandi Jackson, City Secretary of the City of Seagoville, Texas, a municipality duly organized and existing under the laws of the State of Texas, do hereby certify that I am keeper of the records and minutes of the proceedings of the City Council of the City of Seagoville, Texas and that on the \_\_\_ day of October, 2020 there was duly and legally held a meeting of said City Council, at which a quorum of the City Council was present and acting throughout, and at said meeting the resolution set forth above, Resolution No. \_\_\_\_\_, was adopted.

I further certify that the following are the names and the true and official names and signatures of all persons authorized to sign for and on behalf of the City of Seagoville, Texas with regard to the matters set forth in Resolution No. \_\_\_\_\_:

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

Patrick Stallings \_\_\_\_\_

Gail French \_\_\_\_\_

IN WITNESS WHEREOF, I have hereunto set my hand as City Secretary of the City of Seagoville, Texas and have attached hereto the official seal of the City this \_\_\_\_ day of November 2020.

(S E A L)

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

# BANK DEPOSITORY AGREEMENT

This Bank Depository Agreement (the "Agreement") is made and entered into this 1 day of December 2020 by and between The City of Seagoville (the "City") and The American National Bank of Texas (the "Bank") a national bank.

## **Section I Designation as Depository**

The City, through action of its Governing Body, hereby designates the Bank as its depository for banking services for a three (3) year period commencing December 1, 2020 and ending November 30, 2020, with two possible one-year extensions, if approved by the City Council.

## **Section II Designation of Custodian**

The City and Bank hereby designate FHLB-Dallas (the "Custodian") to hold on trust, according to the terms and conditions of the City Request for Proposal, RFP 2020 dated October 9, 2020 (the "RFP") and pursuant to a separate Safekeeping Agreement, all securities pledged as depository collateral in accordance with the City's Investment Policy.

## **Section III Collateral**

City time and demand deposits, inclusive of interest, in excess of the Federal Deposit Insurance Corporation insurance shall be secured at all times by collateral, acceptable to the City and in accordance with the Public Funds Collateral Act (Texas Government Code 2257), pledged by the Bank and held in trust by the Custodian in an amount equal to at least 102% of the total of those funds. The Bank will provide a monthly report of the collateral directly to the City.

Such pledged securities shall be subject only to the joint written instructions of both (a) authorized representatives of the City and (b) specifically authorized representatives of the Bank. The Bank shall have the right, with the prior written consent of the City, to substitute or replace, any or all of the pledged securities with collateral acceptable to the City.

## **Section IV Financial Position**

The Bank will provide financial statements audited by its independent auditors including a letter as to its "fair representation" upon request from the City.

## **Section V Authorized City Representative**

For the term of this contract, the City and Bank designate the individuals as listed in the Treasury Management Resolution as authorized to represent and act for the City in any and all matters including collateral assignment and substitution, execution of agreements and transfer of funds. Any change in these representatives will be made in writing.

## **Section VI Scope of Services**

The Bank's response to the City's RFP, dated October 9, 2020, (the "Response") is incorporated into this Agreement for all purposes, including service charges, time deposit, demand deposit, and loan rates. If any provisions of the Response and this Agreement are in conflict, this Agreement will control.

The Bank shall faithfully perform all of its duties and obligations required by the laws of the State of Texas for public funds depositories and shall upon presentation pay all checks drawn on it against collected funds on demand deposits, and shall, at the expiration of the Agreement, turn over to its successor all funds, City-owned securities, property and things of value held as depository.

The City shall have the power to determine and designate the character and amount of the funds to be deposited in the Bank. The City may arrange for time deposits and Bank may accept such deposits subject to the terms of the Bank's Response.

This Agreement, along with all Exhibits and other incorporated documents shall constitute the entire Agreement between the parties.

**Section VII Contract Consideration**

Bank will be compensated for any and all services rendered to City under this Agreement. Bank agrees to offer the City BOTH interest and earnings credit on the same balances. The City shall earn an Earnings Credit of 0.25% and a rate equal to the current ANB Public Funds Money Market rate. The current rate is 0.05%. The ANB Public Fund Money Market rate and Premium ECA rate is subject to change from time to time to reflect current market rates. However, ANBTX will guaranty it to go no lower during the contract period.

**Section VIII Default**

The Bank shall be in default if it fails to pay all or part of a demand deposit, a matured time deposit, or a matured certificate of deposit, including accrued but unpaid interest, at a specified maturity date. The Bank shall also be in default if ruled "bankrupt", "insolvent" or "failed" by a federal or state banking regulator, or if a receiver is appointed for the Bank.

In the event of a default, failure or insolvency of the Bank, the City shall be deemed to have vested full title to all securities pledged under this Agreement. The City is empowered to take possession of and transfer and or sell any and all securities. If the security is liquidated, any proceeds over the defaulted amount, plus expenses related to liquidation, shall be returned to the Bank. This power is in addition to other remedies which the City may have under this Agreement and without prejudice to its rights to maintain any suit in any court for redress of injuries sustained by the City under this Agreement.

**Section IX Non-Assignability**

This Agreement is not assignable in whole or in part but is binding on the parties, their successors and assigns.

**Section X Termination**

This Agreement may be terminated by either the City or the Bank by giving ninety (90) days prior written notice to the parties.

**Section XI Law Governing**

All applicable provisions and requirements of the laws of the State of Texas governing depositories for the City shall be a part of this Agreement.

**Section XII Bank Authorization**

The Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors of the Bank and recorded in the official records of the Bank.

CITY

BANK

\_\_\_\_\_  
Gail French, Interim Director of Finance

\_\_\_\_\_  
Brenda Boyer, Market President

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

**CITY OF SEAGOVILLE, TEXAS  
REQUEST FOR PROPOSALS – DEPOSITORY SERVICES AGREEMENT**

**REQUIRED INFORMATION**

The proposal should include the following information, stated as clearly and concisely as possible. Indicate if service is available, when applicable. Not all services are currently in use by the City:

**RESPONSE:**

From information reporting to payables and receivables to fraud prevention and liquidity management, American National Bank of Texas has an array of services designed to help manage cash flow and automate routine financial processes. The City must effectively manage cash flow to maintain and grow, and we have a variety of proven solutions that will meet the specific needs of The City.

Our treasury management services are state of the art and can provide The City with the wide selection of features and benefits you need the most – right at your fingertips.

See Appendix B for Treasury Solutions and Online Treasury Cash Management.

See the Offer Letter at the front of this bid, for Complete Pricing Details for the City.  
See Attachment I for Account Analysis and pro-form.

<b>Banking Services</b>	<b>Yes</b>	<b>No</b>	<b>Cost</b>	<b>Per</b>
Direct Deposit (ACH Processing)	X		\$0.12	ACH Originated Per Item Fee.
Please provide detail on timing needs	X			See Section III of this RFP for ACH Origination Service Specific Provision.
File origination	X		\$10.00	Per Batch.
Processing	X			ANBTX does not charge.
Deletions	X		\$3.00	Per return/reversal/deletion.
Positive Pay (Controlled Disbursement)	X		\$35.00	Per Account.
(Please provide detail of service)	X			See Section III of this RFP for Check Positive Pay Service Specific Provision.
Wire Transfer	X		\$10.00	Online Domestic Per Wire Transfer Fee.
	X		\$30.00	Online International Per Wire Transfer Fee.
	X		\$10.00	Online Incoming Wire Transfer Fee.
	X		\$15.00	Wire Transfer In-Person Fee.
	X		\$50.00	Wire Transfer International In-Person Fee.
(Please provide detail of service)	X			See Section III of this RFP for Online WIRE Transfer Service

**CITY OF SEAGOVILLE, TEXAS  
REQUEST FOR PROPOSALS – DEPOSITORY SERVICES AGREEMENT**

				Specific Provision.
<b>Deposit and Disbursement Services</b>	X			
Account maintenance	X		\$15.00	ANBTX charges One (1) Monthly Maintenance Fee per analysis group.
Credits posted	X		\$0.35	Per Credit item.
Debits posted	X		\$0.15	Per Debit Item.
Deposits (if additional charge)	X		\$0.12	Per Deposited Item.
Disbursements (if additional charge)				No Additional Charge.
<b>Account Reconciliation</b>	X		\$75.00	Full Account Reconciliation Per Account.
	X		\$50.00	Partial Account Reconciliation Per Account.
Bill Pay Consolidation	X		\$100.00	Per Month.
Bill Pay Consolidator Per Item Fee	X		\$0.10	Per Item.
Stop Payments	X		\$32.97	Per Item.
Returned Checks (NSF)	X		\$6.39	Per Item.
Safekeeping Receipt (Pledged Securities)	X			See Attachment 9 for Safekeeping Fees.
Image Cash Letter	X		\$200.00	Per Month.
Monthly Bank Statements	X		\$0.00	Available Online at no cost.

(Bank statements should be rendered within 5 (five) days after the close of the calendar month. The last day of the calendar month should be included in the transaction activity. The bank statements should be accompanied by the canceled checks and debit/credit advices. The list of items paid should be in check number sequence.)

<b>Banking Services</b>	<b>Yes</b>	<b>No</b>	<b>Cost</b>	<b>Per</b>
Bill Pay	X		\$0.00	No Cost to City.
Deposit Slips	X		\$0.00	ANBTX partners with DELUXE for Check supplies. ANBTX will cover cost of Deposit slips from DELUXE.
Express Re-Deposit	X		\$0.00	Subject Approval.

Please provide any other services the proposing institution would believe to be advantageous to the City on the following lines:

ACH Notification of Charge (NOC)	X		\$3.00	Per Item.
ACH Positive Pay	X		\$30.00	Per Account.
ACH Positive Pay Exceptions	X		\$1.00	Per Item.
ACH Return Item Fee	X		\$3.00	Per Item.
BAI Data Transmission	X		\$25.00	Per month, per account.
Chargeback Fee	X		\$6.39	Per Item.
Chargeback Reclears	X		\$6.39	Per Item.
Credits Electronic	X		\$0.12	Per Item.
Currency Strap	X		\$0.35	Per Item.
Debits Electronic	X		\$0.12	Per Item.

**CITY OF SEAGOVILLE, TEXAS  
REQUEST FOR PROPOSALS – DEPOSITORY SERVICES AGREEMENT**

Fed EDI Statements – Set-up Fee	X	\$25.00	One time Set up fee.
Fed EDI Statements – Monthly Fee	X	\$25.00	Monthly Fee
Online Treasury Cash Management Fee	X	\$25.00	Per month, per Company ID.
Positive Pay Exceptions Reported	X	\$1.00	Per Item.
Positive Pay Exceptions Returned	X	\$2.00	Per Item.
Remote Deposit Capture	X	\$50.00	Per month, per location.
Rolled Coin	X	\$0.06	Per Item.
Same-Day ACH Per Item Fee	X	\$0.50	
ZBA Master Account	X	\$25.00	Per month, per account.
ZBA Sub-Account	X	\$10.00	Per month, per account.

The City is requesting proposed rates for the term of the contract, which may range from one to four years.

**Earnings on Deposits**

**Interest Rate**

**Savings Account**

October 1, 2020 - September 30, 2021  
 October 1, 2021 - September 30, 2022  
 October 1, 2022 - September 30, 2023  
 October 1, 2023 - September 30, 2024  
 October 1, 2024 - September 30, 2025

Competitively bid at time of need  
 Competitively bid at time of need

**Certificates of Deposit**

**30 Days**

October 1, 2020 - September 30, 2021  
 October 1, 2021 - September 30, 2022  
 October 1, 2022 - September 30, 2023  
 October 1, 2023 - September 30, 2024  
 October 1, 2024 - September 30, 2025

Competitively bid at time of need  
 Competitively bid at time of need

**60 Days**

October 1, 2020 - September 30, 2021  
 October 1, 2021 - September 30, 2022  
 October 1, 2022 - September 30, 2023  
 October 1, 2023 - September 30, 2024  
 October 1, 2024 - September 30, 2025

Competitively bid at time of need  
 Competitively bid at time of need

**90 Days**

October 1, 2020 - September 30, 2021  
 October 1, 2021 - September 30, 2022  
 October 1, 2022 - September 30, 2023  
 October 1, 2023 - September 30, 2024  
 October 1, 2024 - September 30, 2025

Competitively bid at time of need  
 Competitively bid at time of need

**CITY OF SEAGOVILLE, TEXAS**  
**REQUEST FOR PROPOSALS – DEPOSITORY SERVICES AGREEMENT**

**180 Days**

October 1, 2020 - September 30, 2021	Competitively bid at time of need
October 1, 2021 - September 30, 2022	Competitively bid at time of need
October 1, 2022 - September 30, 2023	Competitively bid at time of need
October 1, 2023 - September 30, 2024	Competitively bid at time of need
October 1, 2024 - September 30, 2025	Competitively bid at time of need

**Bank Agrees to Provide:**

The proposing institution will include in their proposal an executable depository agreement with signature page for the bank and the city signature signed by a voting member of the depository board on the signature sheet that states that the depository has or will approve by board vote by November 30, 2020 the terms of this agreement and stating that said agreement is in compliance with the Texas Local Government Code, Chapter 105, as amended with The Texas Government Code, Chapter 2257. The depository agreement should include the following:

1. The Request for Proposal Form completed
2. A reference certifying understanding the State laws pursuant to a depository agreement for a municipality in the State of Texas
3. A reference to having read and understanding the City's investment policy. (A copy of the Investment Policy has been enclosed with the Request for Proposal.)
4. A reference to the safekeeping agreement on a signature sheet signed by an officer of the third-party bank and the voting member of the proposed bank board and to provide for the subsequent signature of the City of Seagoville approving officer(s).

The proposing institution will include in their proposal executable agreements for the acceptable collateral sufficient to cover all anticipated time and demand deposits above the FDIC insured limit.

The collateral agreement will include the following:

1. The bank's agreement to provide securities (market value marked to market at least once monthly) which will be maintained at a minimum of 103% of the City deposits requiring coverage on a continuous basis. The securities will be held by an eligible third party institution as secured by an independent third party agreement, also enclosed with your proposal, executed between the proposing institution and the third party institution with final signature by the City upon accepting this proposal. The third party institution will provide to the City a monthly report of pledged securities giving the pledge amount and the market value for each security.
2. The City will approve all pledged securities activity, substitution of collateral will be requested in writing, and new collateral will be received prior to the release of existing collateral, also requested in writing.
3. The pledged securities control will be jointly shared between the proposing institution and the City.
4. Any cost to the City for the maintenance of the collateral agreements.

**RESPONSE:**

ANBTX complies to this request.

*See Attachment 8 for ANBTX Sample Depository Services Agreement.*

*See Attachment 9 for Sample Safekeeping Report and Fees.*

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

**Meeting Date: November 16, 2020**

### **ITEM DESCRIPTION:**

Conduct interviews with Boards & Commissions Applicant for appointment.

### **BACKGROUND OF ISSUE:**

At this time, Place Three (3), Alternate #1, and Alternate #2 on the Board of Adjustments is vacant. Mr. Robert Boyett applied to serve on the Board of Adjustments. In compliance with Ordinance No. 24-2019, a criminal background check has been completed for Mr. Boyett.

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

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

List of appointments



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

**Meeting Date: November 16, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Construction Services Agreement with Insituform Technologies, LLC, for the rehabilitation of six manholes; in an amount not to exceed One Hundred Sixty Eight Thousand Six Hundred Sixty Dollars and Zero Cents (\$168,660.00) in accordance with the terms set forth in the proposal attached hereto as Exhibit "A"; authorizing the City Manager to execute said Agreement and related documents; providing for a repealing clause; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The City has had two manholes collapse along the 175-trunk main in the last three years, both repairs have cost over \$140,000.00 each. We have identified 14 additional deteriorated manholes in need of repairs along the 175-trunk main. During last year's budget we rehabilitated the first 9 manholes and found one additional manhole in need of lining. This contract contains the remaining 6 manholes, after the completion of this project the man holes from Hall St. to the North Texas lift station will all be rehabilitated.

### **FINANCIAL IMPACT:**

Funding for this contract in the amount of \$168,660.00 will be made from the Water/Sewer fund balance. The City has 240 days of fund balance and this project will use less than 9 days.

### **RECOMMENDATION:**

Staff recommends approving the contract.

### **EXHIBITS:**

Resolution  
Attachment 1

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

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A CONSTRUCTION SERVICES AGREEMENT WITH INSITUFORM TECHNOLOGIES, LLC, FOR THE REHABILITATION OF SIX MANHOLES; IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY EIGHT THOUSAND SIX HUNDRED SIXTY DOLLARS AND ZERO CENTS (\$168,660.00) IN ACCORDANCE WITH THE TERMS SET FORTH IN THE PROPOSAL ATTACHED HERETO AS EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND RELATED DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Insituform Technologies, LLC (hereinafter "Company") is an infrastructure Rehabilitation company performing specialized sewer collection system rehabilitation; and

**WHEREAS**, the City of Seagoville ("City") desires to enter into a Construction Services Agreement ("Agreement") with Company to perform the services as set forth in Proposal attached hereto as Exhibit "A"; and

**WHEREAS**, through the Buyboard cooperative purchasing program, this item has been bid in accordance with all applicable bidding statutes and policies.

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

**SECTION 1.** The City Council approves a construction services agreement with Insituform Technologies, LLC for the rehabilitation of six manholes in an amount not to exceed one hundred sixty-eight thousand six hundred sixty dollars and zero cents (\$168,660.00) in accordance with the terms set forth in the proposal attached hereto as Exhibit "A", and hereby authorizes the City Manager to execute such Agreement and any related and necessary documents.

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

**SECTION 3.** 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 the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 16<sup>th</sup> day of November, 2020.

**APPROVED:**

---

DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

---

KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

---

VICTORIA THOMAS, CITY ATTORNEY  
(111020vwtTM119065)

**EXHIBIT "A"**

**[Insituform Technologies LLC Buyboard Proposal]**



1103 Postwood Dr.  
 Corinth, TX 76210  
 www.insituform.com

Name: Tim Peterie  
 Phone: 214-317-0950

Fax: 940-498-0265  
 Email: tpeterie@insituform.com

October 15, 2020

ACES#: AAJA-Z4WUF0

Mr. Chris Ryan  
 City of Seagoville  
 702 N. Highway 175  
 Seagoville, TX 75159-1799

# Buyboard Proposal

Project Name: **City of Seagoville, TX  
 2020 Manhole Rehab Ph II – Infrastructure Rehab CIPP Manholes**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish all labor, materials, equipment, and services necessary to reconstruct the referenced project (as detailed in the project location maps presented by the City of Seagoville). Insituform will rehab the last 6 manholes during this phase.

## **ASSUMPTIONS AND QUALIFICATIONS**

Payment, Performance, and 1-yr Maintenance Bonds will be provided as needed following receipt of PO. Infrastructure Rehab to provide a 20-year warranty on materials and a 1-year warranty on labor to stop infiltration and future deterioration.

## **PROPOSAL TERMS AND CONDITIONS**

Terms and Conditions from the Texas Statewide Cooperative Purchasing Contract are available upon request from the BuyBoard. Any changes to these conditions must be noted and agreed upon by both parties.

### Special Notes:

1. Price quoted is for lining 6 manholes with the 6800 Series Liner System. Price does not include removal or replacement of pipes or equipment or any sewage flow control or bypass pumping.
2. Price and warranty quoted is for structures located in a domestic wastewater system. Other industrial and chemical applications require an analytical report of the content of the sewage so that appropriate materials and warranty can be determined.
3. The City of Seagoville will provide access to property for truck and personnel, trash and debris disposal location, water supply, and provide for removal of weir, baffles, trough, hardware, and equipment prior to commencement of lining process, as well as subsequent replacement after lining process is complete.

## **PROPOSAL PRICING**

### **Seagoville 2020 MH Rehabilitation Phase II – Infrastructure Rehab**

Description	Qty	Unit of Measure	Unit Price	Extended Total
Mobilization	1	LS	<b>\$7,500.00</b>	<b>\$7,500.00</b>
All Sizes Install and Crew of CIPP MH Lining (MH's 10-15)	2,272	SF	<b>\$67.50</b>	<b>\$153,360.00</b>
MH Bench Rebuild	6	EA	<b>\$500.00</b>	<b>\$3,000.00</b>
Traffic Control	6	DAY	<b>\$800.00</b>	<b>\$4,800.00</b>
<b>BID TOTAL</b>				<b>\$168,660.00</b>

Quantities are estimated using the information provided by the City of Seagoville and field measurements made by Infrastructure Rehabilitation USA, Inc. Actual quantities will be used for billing purposes.

**OFFERED BY:**

**Insituform Technologies, LLC**

*Timothy R. Peterie*

**Timothy R. Peterie  
Business Development Manager**

**CC: Josh Awalt**

**ACCEPTED BY:**

---

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Organization**

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

**Meeting Date: November 16, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an Agreement for Professional Engineering Services (“agreement”) with Halff Associates, Inc. for the purpose of providing surveying and plat services for 101 North Watson Street; in an amount not to exceed Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00); authorizing the City Manager to sign; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The survey and plat services will give the city a clear picture as to the future of the property at 101 North Watson Street. This is essential in determining the location of the service center and the proposed Public safety facility on the property.

### **FINANCIAL IMPACT:**

Funding for this contract in the amount of \$38,500.00 will be made from the FY2021 Water/Sewer budget.

### **RECOMMENDATION:**

Staff recommends approving the contract.

### **EXHIBITS:**

Resolution  
Halff’s Standard Agreement for Professional Engineering Services  
Exhibit A, Halff’s Proposed Scope of Work and Fee

**THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ("AGREEMENT") WITH HALFF ASSOCIATES, INC. FOR THE PURPOSE OF PROVIDING SURVEYING AND PLAT SERVICES FOR 101 NORTH WATSON STREET; IN AN AMOUNT NOT TO EXCEED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (37,500.00) AUTHORIZING THE CITY MANAGER TO SIGN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council for the City of Seagoville, Texas desires to enter into an Agreement for the purpose of providing surveying and plat services 101 North Watson Street; and,

**WHEREAS**, Halff Associates, Inc. has provided a proposal for purpose of providing surveying and plat services for 101 North Watson in the amount of \$38,500; and,

**WHEREAS**, the City Council for the City of Seagoville, Texas has reviewed the proposal and has determined it to be in the best interest of the City of Seagoville to accept and agree to said proposal.

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

**SECTION 1.** The agreement attached hereto as Exhibit A, with Halff Associates, Inc., for surveying and plat services for 101 N. Watson (proposed Public Safety Facility), in an amount not to exceed thirty-eight thousand, five-hundred dollars (\$38,500.00) is approved, and the City Manager is authorized to execute the same on behalf of the City.

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

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

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

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 16<sup>th</sup> day of

November, 2020.

**APPROVED:**

---

Dennis K. Childress, Mayor

**ATTEST:**

---

Kandi Jackson, City Secretary

**APPROVED AS TO FORM:**

---

Victoria Thomas, City Attorney  
(111020vwtTM119066)

**EXHIBIT "A"**  
**[Half Proposal for Plat and Survey Services 101 N. Watson]**



**City of Seagoville Public Safety Building:  
Survey and Plat Services at 101 N Watson and Adjacent City Property**

9 November 2020

City of Seagoville  
702 N Hwy 175  
Seagoville, TX 75159

Re: Plat and Rezoning of the proposed Public Safety Facility/ 101 N Watson, Seagoville, TX

Dear Mr. Ryan;

Halff Associates is pleased to provide you with a proposal to prepare documents for surveying and plating the City's 101 N Watson site, plus adjoining parcels including the water tower location. The area is approximately 6.07 acres. The new Survey and Plat will provide descriptions of dedicated right of way and existing easements on the property. Halff will provide both a boundary and topo survey and related plat documents ready for the City to present to P&Z for approval and final signature documents. Any work required to gain P&Z approvals for the plat documents will be included.

The fees for this work are as follows:

<b>Boundary and Topo Survey:</b>	<b>\$16,500</b>
<b>Preliminary/Final Plat:</b>	<b>\$17,000</b>
<b>Zoning Exhibit and Legal Descriptions:</b>	<b>\$ 4,000</b>
<b>Total:</b>	<b>\$38,500</b>

Please indicate your approval for this work by signing and approving this proposal.

Let me know if you have any questions. Thanks

**AGREED AND ACCEPTED**

9 November 2020

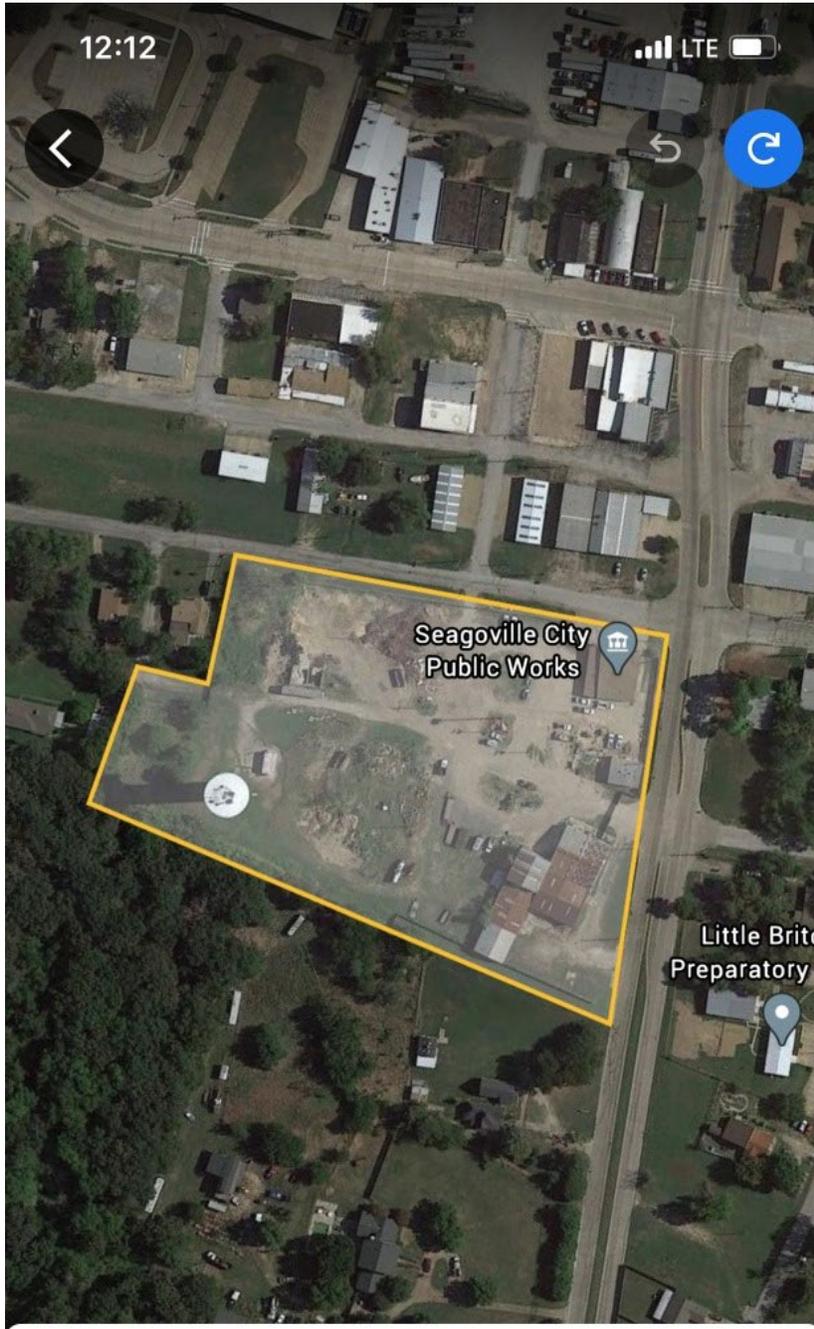
\_\_\_\_\_  
Alan B LaFon, AIA  
Sr. Project Manager, Halff and Associates

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chris Ryan  
Public Works Director  
City of Seagoville

\_\_\_\_\_  
Date

See attached exhibit A



Perimeter 

2,202 ft ▾



Area

6.07 ac ▾



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

**Meeting Date: November 16, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an agreement for Professional Engineering Services (“agreement”) with Garver, LLC. for the purpose of providing engineering services for the Lakey Road water line; in an amount not to exceed Fourteen Thousand Eighty Dollars and Zero Cents (14,080.00) authorizing the City Manager to sign; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The Lakey Road water line is a project to replace a 2” water main with an 8”, the current line is over capacity per TCEQ. A new 8-inch diameter water line approximately 1,100 feet along Lake Road to provide water service to the new homes and to provide fire protection to all homes on Lakey Road. Garver has provided a proposal for engineering services to design the Lakey Road water line.

### **FINANCIAL IMPACT:**

Funding for this contract in the amount of \$14,080.00 will be made from the FY2021 Water/Sewer budget

### **RECOMMENDATION:**

Staff recommends approving the contract.

### **EXHIBITS:**

Resolution  
Garver Standard Agreement for Professional Engineering Services  
Exhibit A, Proposed Scope of Work and Fee

**THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ("AGREEMENT") WITH GARVER, LLC FOR THE PURPOSE OF PROVIDING ENGINEERING SERVICES FOR THE LAKEY ROAD WATER LINE; IN AN AMOUNT NOT TO EXCEED FOURTEEN THOUSAND EIGHTY DOLLARS AND ZERO CENTS (\$14,080.00) AUTHORIZING THE CITY MANAGER TO SIGN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council for the City of Seagoville, Texas desires to enter into an Agreement for the purpose of providing engineering services to design the Lakey Road water line; and,

**WHEREAS**, Garver, LLC. has provided a proposal for the purpose of providing engineering services to design the Lakey Road water line in the amount of \$14,080.00; and,

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

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

**SECTION 1.** The agreement attached hereto as Exhibit A, with Garver, LLC., for engineering services related to the design of the Lakey Road water line, in an amount not to exceed \$14,080.00 (fourteen thousand, eighty dollars and zero cents) is approved, and the City Manager is authorized to execute the same on behalf of the City.

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

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

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

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 16<sup>th</sup> day of November, 2020.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Victoria Thomas, City Attorney



## PROFESSIONAL SERVICES AGREEMENT Project No. 20W05280

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made this \_\_\_ day of November, 2020 (“Effective Date”) by and between the **City of Seagoville** (hereinafter referred to as “Owner”), and **Garver, LLC** (hereinafter referred to as “Garver”). Owner and Garver may individually be referred to herein after as a “Party” and/or “Parties” respectively.

The Parties agree as follows:

### 1. SCOPE OF SERVICES

1.1. Services. Owner hereby engages Garver to perform the service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services.

### 2. PAYMENT

2.1. Fee. For the Services described under Section 1.1, Owner will pay Garver on a monthly basis in accordance with this Section and Exhibit B. Owner shall pay Garver all undisputed amounts within thirty (30) days of receipt of an invoice. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

### 3. AMENDMENTS

3.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date (“**Amendment**”). All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

### 4. OWNER’S RESPONSIBILITIES

4.1. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

### 5. GENERAL

5.1. Standards of Performance. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any such contractor’s failure to



furnish and perform its work in accordance with the documents applicable to the contractor's work even when Garver is performing construction phase services.

- 5.2. Instruments of Service. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein. All property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Any Intellectual Property of Garver, or any third party embedded in the Deliverables, shall remain so imbedded and may not be separated therefrom. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants.
- 5.3. Opinions of Cost. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry; but Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.
- 5.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.
- 5.5. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section in writing promptly after being disclosed verbally; Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. In that regard, the parties acknowledge that Owner is a public entity and as such is subject to the Texas and Federal Public Information Acts. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law, Attorney General Opinion/Determination, or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services.

## 6. INSURANCE



6.1. Insurance. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of its indemnity obligations provided in this Agreement. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

## 7. INDEMNIFICATION / WAIVERS

7.1. Indemnification. Subject to the limitations of liability set forth in Section 7.2, Garver agrees to indemnify and hold Owner and its personnel harmless from tort damages due to bodily injury (including death) or third-party tangible property damage to the extent such damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

7.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

7.3. MUTUAL WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER OWNER, GARVER, NOR THEIR RESPECTIVE PERSONNEL SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES, OR DAMAGES ARISING FROM OR IN CONNECTION WITH LOSS OF USE, LOSS OF REVENUE OR PROFIT (ACTUAL OR ANTICIPATED), LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED COST OF CONSTRUCTION, COST OF CAPITAL, COST OF REPLACEMENT POWER OR CUSTOMER CLAIMS, AND OWNER HEREBY RELEASES GARVER, AND GARVER RELEASES OWNER, FROM ANY SUCH LIABILITY.

7.4. LIMITATION. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE OWNER AND GARVER, OWNER HEREBY AGREES THAT GARVER'S AND ITS PERSONNEL'S TOTAL LIABILITY UNDER THE AGREEMENT SHALL BE LIMITED TO ONE HUNDRED PERCENT (100%) OF GARVER'S FEE SET FORTH IN EXHIBIT B OR AN AMOUNT EQUAL TO THE AMOUNT OF COMPENSATION ACTUALLY RECEIVED BY GARVER FROM OWNER.

7.5. NO OTHER WARRANTIES. NO OTHER WARRANTIES OR CAUSES OF ACTION OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE), SHALL APPLY. OWNER'S EXCLUSIVE REMEDIES AND GARVER'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE SERVICES (PATENT, LATENT, OR OTHERWISE), WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL BE THOSE STATED IN THE AGREEMENT.

7.6. THE LIMITATIONS SET FORTH IN SECTION 7.2 APPLY REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, OR NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, STRICT LIABILITY, WARRANTY, INDEMNITY, ERROR AND OMISSION, OR ANY OTHER CAUSE WHATSOEVER.

## 8. DISPUTE RESOLUTION

8.1. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY.



## 9. TERMINATION

9.1. Termination. This Agreement may be terminated seven (7) days after written notice and a reasonable opportunity to cure by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof.

## 10. MISCELLANEOUS

10.1. Governing Law. This Agreement is governed by the laws of the State of Texas, without regard to its choice of law provisions.

10.2. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.

10.3. Entire Agreement. This Agreement, including all exhibits thereto, constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

## 11. EXHIBITS

11.1. The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A – Services
- Exhibit B – Compensation Schedule
- Exhibit C – Insurance

Owner and Garver, by signing this Agreement, acknowledge that they have independently assured themselves and confirm that they individually have examined all Exhibits, and agree that all of the aforesaid Exhibits shall be considered a part of this Agreement and agree to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

*[Signature Page to Follow]*



**IN WITNESS WHEREOF**, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Seagoville

Garver, LLC

By: \_\_\_\_\_  
*Signature*

By: Lance Klement  
*Signature*

Name: \_\_\_\_\_  
*Printed Name*

Name: Lance Klement  
*Printed Name*

Title: \_\_\_\_\_

Title: North Texas Team Leader

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

Date: November 11th, 2020



## **EXHIBIT A (SERVICES)**

Garver shall provide the following Services:

1. Kick-off Meeting – Conduct one (1) meeting with the City to confirm the goals, schedule, and deliverables for the Project. Meeting minutes will be prepared and distributed by ENGINEER.
2. Research and Data Collection - Meet with City engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area. Conduct an on-site review and walk through. Review all relevant record drawings.
3. Quality Control - At the major milestones a Principal or Senior Engineer will conduct a review of the design. The QA/QC review will follow the ENGINEER's guidelines and procedures that have been established to assure the application of industry design practices.
4. Final Plans – Prepare alignment plan drawings (1":20'). These plans will be to a 100% level and will include proposed pipeline and bend locations, limits of jack and bore, property ownership, and approximate spacing to existing infrastructure. No water line profiles will be provided. The following is the estimated sheet list:
  - 4.1. Cover sheet (Assume 1 sheet)
  - 4.2. General notes, legend, abbreviations (Assume 1 sheets)
  - 4.3. Plan sheets (Assume 2 sheets)
  - 4.4. Detail sheets (Assume 2 sheets)
5. Final Specifications – Technical specifications will be North Central Texas Council of Governments (NCTCOG) Public Works Construction Standards – North Central Texas adopted by NCTCOG in November 2017 and will be included by reference only. Bidding and contract documents are not included in this scope of services.
6. TCEQ – This task includes submittal of the 100% milestone design documents to TCEQ for regulatory compliance review and comments. Coordinate and develop responses to regulatory review comments as directed by the City.

Deliverables:

The following will be submitted to the City:

- Three (3) half size (11"x17") copies and a digital copy in PDF format of the Final Plans

Assumptions:

- A. Design will be based on 2019 aerial imagery purchased from the North Central Texas Council of Governments. No topographic survey will be collected.
- B. No opinion or probable construction cost (OPCC) will be provided.



**Extra Work**

The following items are not included under this agreement but will be considered as extra work:

- A. Topographic Survey
- B. Geotechnical Investigation
- C. Subsurface Utility Engineering (SUE)
- D. Advertisement and Bidding Services
- E. Construction Administration Services
- F. Opinions of Probable Construction Cost
- G. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
- H. Submittals or deliverables in addition to those listed herein.
- I. Design of any utilities relocation other than the water segment listed.
- J. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP.
- K. Construction materials testing.
- L. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.

Extra Work will be as directed by the Owner in writing for an addition fee as agreed upon by the Owner and Garver.

**Schedule**

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Phase Description	Calendar Days
Final Design – 100%	30 days from NTP



**EXHIBIT B  
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Final Design	\$14,080.00	LUMP SUM
TOTAL FEE	\$14,080.00	

The lump sum amount to be paid under this Agreement is \$14,080.00.



**EXHIBIT C  
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	\$500,000
Automobile Liability Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability Per Claim	\$1,000,000
Annual Aggregate	\$2,000,000

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

**Meeting Date: November 16, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City of Seagoville, Texas, declaring certain city property surplus and authorizing the City Manager to sell, trade, and/or dispose of it in accordance with the process established in the Code of Ordinances; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

City staff have identified one police department vehicle fully described in exhibit (A) that has serviced this city well, however due to age, mileage, or ongoing maintenance issues feel that it is in the best interest of the city to deem this vehicle as surplus as it no longer remits a viable asset to the city based on the aforementioned issues. City Ordinance requires that Council declare this item as surplus property before the City Manager may dispose, sell, or trade this item in accordance with established city ordinance guidelines.

Staff proposes to donate the vehicle described in part as a black and white 2013 Dodge Charger through an Interlocal Agreement to East Tawakoni Police Department, who will take physical possession of this vehicle that has been stripped of all Seagoville Police Department graphics, communications equipment, in-car camera system, computer and radar unit.

### **FINANCIAL IMPACT:**

No financial Impact to the City.

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution

Exhibit A – Surplus Property List

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

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING THE CITY MANAGER TO SELL, TRADE AND/OR DISPOSE OF IT IN ACCORDANCE WITH THE PROCESS ESTABLISHED IN THE CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council recognizes that in the normal course of providing municipal services, the various Departments will exhaust the useful life of its capital equipment, and other property that does not meet the capital equipment threshold, to the point where it is no longer cost effective to maintain and operate; and

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

**WHEREAS**, the City Council, according to the Code of Ordinances, declares the property more specifically described as a black and white 2013 Dodge Charger with over 105,000 as surplus property; and

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

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

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

**SECTION 1.** The City Council declares the property described as a black and white 2013 Dodge Charger with over 105,000 miles and more fully described in the attached Exhibit "A" as surplus property and authorizes the City Manager to sell, trade and/or dispose of the property according to law.

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

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

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

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this the \_\_\_\_  
Day of November 16, 2020

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
VICTORIA THOMAS, CITY ATTORNEY  
(111020vwtTM119073)

**EXHIBIT "A"**  
**[Description of 2013 Dodge Charger to be Surplused]**

**Exhibit A**

<b>Year</b>	<b>Description of Vehicles</b>	<b>Mileage</b>	<b>VIN</b>
2013	Black & white Dodge Charger	105,781	2C3CDXAT8DH543365

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

**Meeting Date: November 16, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving the terms and conditions of an Interlocal Cooperative Agreement with the City of East Tawakoni, Texas relating to the donation of surplus law enforcement property (The “Property”); authorizing its execution by the City Manager or designee; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The City of Seagoville, Texas, has been presented a proposed Interlocal Agreement by and between the City of Seagoville, Texas, and the City of East Tawakoni, Texas, relating to the donation of surplus law enforcement property (2013 black and white Dodge Charger). The City Council has determined that the Property (2013 black and white Dodge Charger) is no longer of viable use to this City, but be preserved as an alternate vehicle for the City of East Tawakoni. The City of East Tawakoni understands that they accept this property as described in Exhibit (A) as is with no warranties and accepts full responsibilities of the performance or lack thereof. The City of East Tawakoni also accepts the terms as set forth in the Interlocal Agreement that once they accept said property as described in Exhibit (A), they are in full ownership and are responsible for transfer, disposition and final disposal of said property.

### **FINANCIAL IMPACT:**

No Financial Impact to the City.

### **RECOMMENDATION:**

Staff recommends approval

### **EXHIBITS:**

- (A) Resolution
- (B) ILA with East Tawakoni Donation of Surplus Law Enforcement Equipment
- (C) Full description of said property.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL COOPERATION AGREEMENT WITH THE CITY OF EAST TAWAKONI, TEXAS, RELATING TO THE DONATION OF SURPLUS LAW ENFORCEMENT PROPERTY (THE “PROPERTY”); AUTHORIZING ITS EXECUTION BY THE CITY MANAGER OR DESIGNEE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Seagoville, Texas, has been presented a proposed Interlocal Agreement by and between the City of Seagoville, Texas, and the City of East Tawakoni, Texas, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (herein called "Agreement") relating to the donation of surplus law enforcement property (the “Property”); and,

**WHEREAS**, the City Council has determined that the Property is no longer of viable use to the City; and,

**WHEREAS**, upon full review and consideration of the Agreement, and all matters related thereto, the City Council finds that the terms and conditions thereof are found to be acceptable and in the best interests of the City of Seagoville and its citizens;

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

**SECTION 1:** The Agreement is hereby approved, and the City Manager, or designee, is hereby authorized to execute the Agreement and all other documents in connection therewith on behalf of the City of Seagoville, substantially according to the terms and conditions set forth in Exhibit “A” hereto.

**SECTION 2.** This Resolution shall take effect immediately from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ON THIS THE 16<sup>th</sup> DAY OF NOVEMBER, 2020.**

**APPROVED:**

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**Dennis K. Childress, Mayor**

**APPROVED AS TO FORM:**

**ATTEST:**

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**Victoria W. Thomas, City Attorney**  
**(050720TM115511)**

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**Kandi Jackson, City Secretary**

**EXHIBIT "A"**  
**Interlocal Cooperation Agreement**

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

**Interlocal Cooperation Agreement**

This Interlocal Cooperation Agreement (“Agreement”) for the donation of surplus law enforcement property is made and agreed by and between the City of Seagoville, Texas (“Seagoville”), and City of East Tawakoni, Texas (“East Tawakoni”) (collectively “parties”), each acting by and through their respective authorized representatives.

**RECITALS:**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

**WHEREAS**, the governing bodies of Seagoville and East Tawakoni have authorized this Interlocal Cooperation Agreement; and

**WHEREAS**, Seagoville owns all rights, title and interest, free and clear of any liens or encumbrances, to the surplus law enforcement property more particularly described in Exhibit “A” (the “Property”); and

**WHEREAS**, Seagoville has determined that the Property described in this Agreement is surplus property no longer fit for use by Seagoville; and

**WHEREAS**, Seagoville has determined that the Property has no resale value and the costs associated with storing the Property generally exceed the fair market value of the Property; and

**WHEREAS**, Seagoville desires to donate the Property to East Tawakoni, transferring all rights, title and interest to the Property in accordance with the terms of this Agreement; and

**WHEREAS**, East Tawakoni desires to receive and accept all rights, title and interest in the Property in accordance with the terms of this Agreement immediately upon receipt of the Property; and

**WHEREAS**, any payment that either Party is required to make hereunder shall be made from current, available revenue.

**NOW, THEREFORE**, upon and for the mutual consideration stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

## **Article I Purpose**

The purpose of this Agreement is, as described in the foregoing recitals, to evidence the Agreement of the Parties concerning the donation of surplus police property to East Tawakoni in accordance with the terms and conditions set forth herein.

## **Article II Term and Termination**

2.1 **Effective Date.** This Agreement shall be effective on the date it has been signed by the authorized representatives of Seagoville and East Tawakoni (“the Effective Date”).

2.2 **Term and Termination.** The term of this Agreement shall commence on the Effective Date and shall terminate upon final delivery of the Property to East Tawakoni in accordance with the terms set forth herein.

## **Article III Transfer of Property**

3.1 **Conveyance of the Property.** Seagoville does hereby convey to East Tawakoni all rights, title and interest, free and clear of any liens or encumbrances, in the Property described in Exhibit “A” to this Agreement.

3.2 **Assignment of Warranties.** Seagoville hereby assigns, sets over and transfers to East Tawakoni, all rights, title and interest in and to any warranties and guarantees issued in connection with the manufacture, construction, purchase, and/or operation, of the Property (the “Warranties”), to the extent said Warranties are assignable and have not expired as of the date of the Effective Date. In consideration of the foregoing assignment, East Tawakoni hereby assumes and agrees to perform all of the obligations of Seagoville with respect to the Warranties arising or accruing on and after the date hereof. The Parties understand and agree that no warranty is being created by this Agreement and that in the absence of an existing warranty affecting the Property at the time of purchase, Seagoville is not creating, assigning or transferring any warranty to East Tawakoni.

3.3 **“As Is” Transfer.** EAST TAWAKONI ACKNOWLEDGES THAT SEAGOVILLE IS DONATING AND EAST TAWAKONI IS RECEIVING THE PROPERTY AND WARRANTIES, IF ANY, ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT EAST TAWAKONI IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SEAGOVILLE, ITS AGENTS, OR BROKERS AS TO ANY MATTERS CONCERNING THE PROPERTY AND WARRANTIES, IF ANY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.4 **Final Disposition or Disposal of the Property.** East Tawakoni agrees and acknowledges that when it no longer has any further use for the Property or any part thereof it is East Tawakoni's responsibility and East Tawakoni hereby agrees to promptly make final disposition or dispose of the Property or the Part thereof which is no longer required or needed by East Tawakoni in accordance with any and all applicable federal, state and local laws and hereby relieves Seagoville of any further responsibility or obligation for said final disposition or disposal of the Property or any part thereof.

#### **Article IV Miscellaneous**

4.1 **Assignment.** This Agreement may not be assigned by any Party hereto without the prior written consent of the other Party.

4.2 **Notice.** Any notice, demand or request required or permitted to be delivered hereunder shall be deemed received when delivered in person or sent by United States Mail, postage prepaid, certified mail, or by hand-delivery or facsimile transmission addressed to the Party at the address set forth below:

If intended for City of Seagoville:

City of Seagoville  
Attn: Patrick Stallings  
City Manager  
702 US-175 Frontage Road  
Seagoville, Texas 75159

With copy to:

Victoria W. Thomas  
Nichols, Jackson, Dillard, Hager  
& Smith, L.L.P.  
1800 Ross Tower  
500 N. Akard  
Dallas, Texas 75201

If intended for City of East Tawakoni:

City of East Tawakoni  
Attn: Harold Chandler, Mayor  
288 Briggs Blvd.  
East Tawakoni, Texas 75472

Any Party may, at any time, by written notice to the other Party, designate different or additional persons or different addresses for getting the notices hereunder.

4.3 **Amendment.** This Agreement may be amended by the mutual written agreement of both Parties hereto.

4.4 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the

Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

4.5 **Governing Law.** The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the jurisdiction of said court.

4.6 **Governmental Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Parties do not create any obligations, expressed or implied, other than those set forth herein, and this Agreement shall not create any rights to any Parties not signatory hereto. Each Party agrees to and accepts full responsibility for the acts, negligence and/or omissions of such Party's officers, agents and employees in the execution and performance of this Agreement.

4.7 **Hold Harmless.** East Tawakoni, including its officers, agents, employees, independent contractors, other representatives, invitees, licensees, or guests does hereby agree to completely and wholly release and hold harmless Seagoville, its agents, its officers, independent contractors, employees and all persons natural or corporate, in privity with them or any of them, from any and all claims, damages, causes of action of any kind whatsoever, statutory or otherwise, personal injury (including death), property damage, lawsuits and judgments, court costs, expenses and reasonable attorney's fees, and all other expenses resulting directly or indirectly from the actions, omissions and activities of East Tawakoni relating to East Tawakoni's use of the Property, or which may be sustained by reason of any act or omission on the part of East Tawakoni, its employees, agents and/or contractors, or by anyone acting directly or indirectly employed by any of them, or by anyone for whose acts or omissions may be liable. It is the understanding of all Parties that this release and hold harmless agreement shall apply whether or not the claims, damages, causes of action of any kind whatsoever, statutory or otherwise, personal injury, including deaths, property damage, lawsuits, judgments, court costs, attorney's fees or any other expense arising directly or indirectly from the negligence of whatever nature, omissions, willful or intentional acts of East Tawakoni or East Tawakoni's officers, agents, employees, independent contractors, other representatives, invitees, licensees, or guests.

4.8 **Entire Agreement.** This Agreement represents the entire agreement among the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

4.9 **Recitals.** The recitals to this Agreement are incorporated herein.

4.10 **Exhibits.** The exhibits to this Agreement are incorporated herein.

4.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of whom shall be deemed an original and constitute one and the same instrument.

4.12 **Survival of Covenants.** Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination including but not limited to the representations, warranties, covenants, and obligations set forth in paragraphs 3.2, 3.3, 3.4, 4.5, 4.6, and 4.7 herein.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF SEAGOVILLE, TEXAS**

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

**Attest:**

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

**Approved as to form:**

By: \_\_\_\_\_  
Victoria W. Thomas, City Attorney

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF EAST TAWAKONI, TEXAS**

By: \_\_\_\_\_  
Harold Chandler, Mayor

**Attest:**

By: \_\_\_\_\_  
, City Secretary

## **EXHIBIT A**

### **SURPLUS PROPERTY TO BE DONATED**

One (1) 2013 Dodge Charger V8

Vehicle Identification Number 2C3CDXAT8DH643365

Mileage: 105,781

Color: black and white

Emergency lighting, siren, prisoner partition, prisoner seat, center console and push bumper are included as a part of the Surplus Property.

NOT INCLUDED: All Seagoville Police Department graphics, two-way radio, computer, in-car camera system, Lo-Jack system and radar unit have been removed and are not included as a part of the Surplus Property.

## **EXHIBIT A**

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

**Meeting Date: November 16, 2020**

### **ITEM DESCRIPTION:**

Conduct a public hearing on a request to grant a change in zoning from Light Manufacturing (LM) to Planned Development with mix uses for Multi-Family Residential, Office, Local Retail and Commercial (PD-20-03) for approximately 22.17± acres located in the John D Merchant Abstract 850, commonly known as 108 South Highway 175, in the City of Seagoville, Dallas County, Texas.

### **BACKGROUND OF ISSUE:**

The land is currently unimproved. It is located on the southeast corner of the intersection of East Malloy Bridge Road and Highway 175.

Joseph Kemp, property owner and partner in KRR Malloy Bridge Development LLC, is requesting a zoning change for (vacant) land zoned LM (Light Manufacturing) to a planned development with a mixture of base zonings. The proposed development regulations include:

- Development in accordance with a submitted (to be approved by City Council) concept plan
- 3-lot subdivision with:
  - Lot 1 will:
    - Be approximately 8.5+/- acres
    - Be directly accessible from both East Malloy Bridge Road and the Highway 175 frontage road
    - Be limited to certain listed permitted Office, Local Retail, and Commercial land uses
    - Have specific prohibited land uses
  - Lot 2 will:
    - Be approximately 13+/- acres
    - Be accessible only through Lot 1 by either a parking lot drive aisle, dedicated fire apparatus access road, or dedicated access easement
    - Be limited to certain listed permitted multi-family land uses: Apartments, Townhouses, Clubhouse (with amenities), and walking trail system
    - Allow a maximum 45-foot height of each structure
    - Allow a maximum of 12 (twelve) townhouse buildings
    - Allow a maximum number of 6 (six) townhouse dwelling units per building
    - Have a minimum living area of each apartment dwelling unit of 650 (six hundred fifty) square feet
    - Have a maximum living area of each apartment dwelling unit of 1700 (seventeen hundred) square feet
    - Have a clubhouse with limited hours of availability for the tenants to access the Complex office; Laundry; Swimming pool; Exercise room; and Business center

- Have signage meeting all city codes
- Have parking total to meet all city codes, but limited to a maximum of 80 covered parking spaces
- Lot 2A will:
  - Be approximately 0.6+/- acres
  - Limit land uses to development required stormwater and drainage facilities

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.

A legal ad was published per the Texas Local Government Code in the Monday, September 28, 2020 edition of the Daily Commercial Record newspaper. Including the parcel in question, there are twenty-four (24) properties plus part of one (1) public street, a U.S. Highway, and its eastbound frontage road within 200-feet of the boundary of the subject parcel. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Friday, October 2, 2020. No (zero) letters were returned as undeliverable by the U.S. Postal Service. One (1) letter was returned in favor of the request for a Dallas County Commissioner. One (1) neighbor returned a response to both Planner Bonner and Mayor Childress against the request. Another neighbor returned a written response against the request with specific questions. One (1) owner of an adjoining commercial property asked several questions at the Planning and Zoning Commission meeting, and returned her response in favor of the request. One (1) neighbor spoke against the planned visibility from his property onto the development (not against the request itself) at the Planning and Zoning Commission meeting, and did not provide a written response.

For the City Council meeting, a legal ad was published again per the Texas Local Government Code in the Friday, October 23, 2020, edition of the Daily Commercial Record newspaper. The owners of each parcel were again notified in compliance with the 200-foot rule by mail on Thursday, October 29, 2020. As of the date of this report, Monday, November 9, 2020, no (zero) additional letters were returned as undeliverable by the U.S. Postal Service and no (zero) additional written responses have been received. Staff will make the Council members aware of any additional responses received at their meeting.

**FINANCIAL IMPACT:**

Not applicable

**RECOMMENDATION:**

On October 13<sup>th</sup>, the Planning and Zoning Commission voted six (6) to zero (0) in favor of recommending approval with conditions on the request to change the zoning from LM, Light Manufacturing, to PD-20-03 (plan development with a mixture of multi-family residential, office, local retail, and commercial land uses) on approximately 22.17± acres of land in the John D. Merchant Abstract 850 owned by Joseph Kemp, located at 108 South Highway 175, in Seagoville, Dallas County, Texas. The conditions of approval were:

- Construction of 5-foot wide sidewalk along East Malloy Bridge Road within a dedicated public sidewalk easement to be maintained by the City of Seagoville.
- Construction of 5-foot wide sidewalk along the highway frontage road outside the highway's right-of-way to be maintained by the development's owner.
- All interior sidewalks to be at least 3-foot wide and be built as each lot develops.
- Construction of 24-foot wide concrete fire lanes as each lot develops.
- Maximum structure height of 30- feet on Lot 1 and 45-feet on Lot 2.
- All screening walls to be masonry and at least 6-feet tall.

Staff supports the requested change with the listed conditions of approval. Conditions 3, 4, and 6 above are code requirements. Condition 5 comes from the applicant's requested development regulations.

### **EXHIBITS:**

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

1. Staff Report (13 pages)
2. 2019 aerial photograph
3. Dimensional property map from DCAD website
4. Zoning map (dimensional map with zoning added)
5. Floodplain map
6. Application
  - a. Application (2 pages)
  - b. Proposed development regulations (2 pages)
  - c. Title survey (2 pages of 11x17)
  - d. Concept plan (11x17)
7. Legal notice to newspaper
8. Legal notice to neighbors
  - a. Letter to property owners within 200 feet (2 pages)
  - b. Responses received (4 responses on 9 pages)
9. List of property owners within 200 feet of subject parcels



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

**DATE:** NOVEMBER 16, 2020  
**AUTHOR:** JENNIFER BONNER, PLANNER  
**APPLICANTS:** JOE KEMP, KRR MALLOY BRIDGE DEVELOPMENT, LLC  
**LOCATION:** 108 SOUTH HIGHWAY 175

**REQUEST SUMMARY:**

Joseph Kemp, property owner and partner in KRR Malloy Bridge Development LLC, is requesting a zoning change for (vacant) land zoned LM (Light Manufacturing) to a planned development with a mixture of base zonings. The proposed development regulations include:

- Development in accordance with a submitted (to be approved by City Council) concept plan
- 3-lot subdivision with Office, Local Retail, and Commercial land uses on Lot 1; Apartments, Townhouses, Clubhouse (with amenities), and walking trail system on Lot 2; and stormwater and drainage facilities on Lot 2A. The land is currently unimproved.



REQUEST LOCATION: Inside City; Dallas County

<b>SIZE OF PROJECT</b>
Approximately 22.17+ acres
<b>EXISTING ZONING</b>
LM, Light Manufacturing
<b>SURROUNDING ZONING</b>
<b>Northwest and West:</b> LR, Local Retail
<b>North:</b> LM, Light Manufacturing <i>and</i> PD-LR, Plan Development with LR base zoning
<b>Northeast and East:</b> LM, Light Manufacturing; C, Commercial; A, Apartment <i>and</i> R-2, Single Family Residential
<b>Southeast, South, and Southwest:</b> R-2, Single Family Residential <i>and</i> R-5, Single Family Residential
<b>EXISTING LAND USE</b>
vacant
<b>SURROUNDING LAND USE</b>
<b>Northwest:</b> Retail
<b>Northeast:</b> Retail
<b>Southeast:</b> Low Density Residential
<b>Southwest:</b> Low Density Residential

**PLANNING & ZONING COMMISSION RECOMMENDATION:**

On October 13<sup>th</sup>, the Planning and Zoning Commission voted unanimously (six to zero) in favor of recommending approval with conditions on the request to change the zoning from LM, Light Manufacturing, to PD-20-03 (plan development with a mix of multi-family residential, office, local retail, & commercial land uses) on approximately 22.17± acres of land in the John D. Merchant Abstract 850 owned by Joseph Kemp, located at 108 South Highway 175, in Seagoville, Dallas County, Texas. The conditions of approval were:

- Construction of 5-foot wide sidewalk along East Malloy Bridge Road within a dedicated public sidewalk easement to be maintained by the City of Seagoville.
- Construction of 5-foot wide sidewalk along the highway frontage road outside the highway’s right-of-way to be maintained by the development’s owner.
- All interior sidewalks to be at least 3-foot wide and be built as each lot develops.
- Construction of 24-foot wide concrete fire lanes as each lot develops.
- A maximum structure height of 30-feet on Lot 1 and 45-feet on Lot 2.
- All screening walls to be masonry and at least 6-feet tall.

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

<b>STANDARD:</b>	<b>ANALYSIS:</b>
Development Calendar (Deadlines)	Has Met
Application(s) Requirements	Has Met
Zoning Code	Has Met

Staff supports the requested change with these conditions of approval since Conditions 3, 4, and 6 are code requirements and Condition 5 comes from the applicant’s requested development regulations.

**COMPARISON TO ADOPTED CITY MASTER PLANS**

**STAFF ANALYSIS**

**PLAN GOALS OR GUIDELINES**

**2002 Future Land Use Plan and Map**

The subject parcel is under the yellow stars outlined in the dark green. The location of the subject parcel is in an area expected to be Retail (red color). However, the southwestern and southeastern boundaries of the subject parcel also serve as a dividing line from areas expected to remain Low Density Residential (light yellow color).

Meets Standard



**2006 Thoroughfare Plan and Map**

The subject parcel is and under yellow stars outlined in the dark green. The property currently has access to both East Malloy Bridge Road (the red line in the map indicating a Major Arterial) and the frontage road of Highway 175 (the light grey line).

The development will build new internal fire lanes and parking lots as part of the its construction. There will be no publicly-dedicates streets with this development.

The quantities of right-of-way for East Malloy Bridge Road and its improvements do not meet the 2006 Thoroughfare Plan. East Malloy Bridge Road already has a 4-lane cross-section with a boulevard. No additional right-of-way will be required by the City Manager or the Community Development Director when the property is platted.

Meets Standard

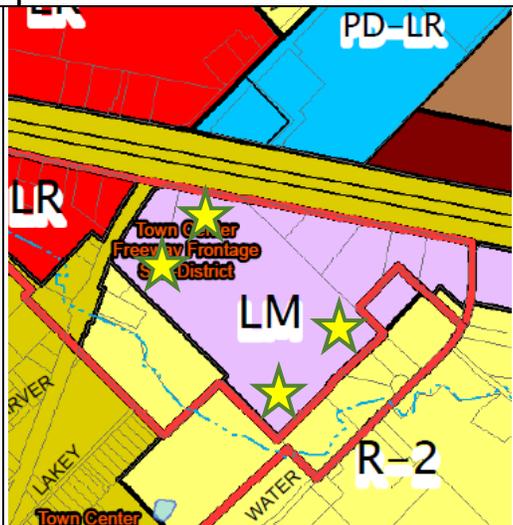


**2009 Zoning Plan and Map**

The plan development encompasses about 22+ acres of unimproved land under the yellow stars outlined in the dark green.

The applicants are requesting that the property be rezoned for development. The development's would allow a mixture of base zonings that vary with lot under consideration. A copy of the development's concept plan is included with the application exhibits.

Meets Standard



REVIEW CRITERIA	STAFF ANALYSIS	
1. Will the development provide for a superior design of the lots or buildings?	Yes	The planned development is asking for a mix of land uses (retail, commercial, residential) on a single property with sufficient room to provide for each needed use.
2. Will the development or land use provide for increased recreation and open space opportunities for public use and enjoyment?	Yes	A walking trail is planned for the multi-family area of the development. An engineered detention pond will also be required to address any increase in stormwater runoff and can be used as a green or open space for the site's residents.
3. Will the development or land use provide amenities or features that would be of special benefit to the property users or to the overall community?	Yes	The development will allow commercial uses along the highway and Malloy Bridge Road. The apartments and townhouses will provide a buffer and transition between the more intense commercial uses and the existing single family uses along the east and southern sides of the subject parcel.
4. Will the development or land use protect or provide natural amenities and environmental assets?	Yes	There is a mapped and regulated floodway and floodplain to the south and east of the property. The planned detention pond will have to be engineered and designed to address control of increased stormwater runoff from all areas of this development to protect all neighbors from flooding.
5. Will the development or land use protect or preserve existing historical buildings, structures, features, or places?	No	There are no identified locations at this time that have been identified for historical protection or preservation.
6. Will the development or land use provide an appropriate balance between the intensity of the development and the ability to provide adequate supporting public facilities and services?	Yes	The development will connect to the existing water and sanitary sewer services in this area. Engineering of each utility will have to be completed in order to provide adequate service to each structure built within the development.
7. Will the development or land use meet or exceed the planned development regulations?	Yes	Lot 1 will be over 8-acres in size with no minimum lot size or area for its base zoning district. Lot 2 will be over 12-acres in size with a minimum lot area of 7,000 square feet for its most restrictive base zoning district. Lot 2A will be approximately 0.6-acres in size with no minimum lot size requirement.
8. Will the use be designated, located, and operated so that the public health, safety, and welfare will be protected?	Yes	Water, sanitary sewer, and storm utility services are required by code to be designed, engineered, and operated to protect public health, safety, and welfare.
9. Will the land use be compatible with other area properties located nearby?	Yes	East and south of the property are primarily detached single family homes. The north and west sides are retail and commercial with some manufacturing land uses. The planned development will allow retail and commercial along the highway and Malloy Bridge Road while providing a residential transition with the apartments and townhouses.
10. Will the use be in compliant with all provisions of the zoning amendments portion of the Municipal Code?	Yes	The requirements for the change in zoning have been met (application, legal notifications, etc.).
11. Will the use be compliant with all applicable provisions in the Code for the district in which the use is to be located?	Yes	Structures on Lot 1 and Lot 2 will only allow land uses that are compliant with the planned base zoning for each of those lots. Lot 2A will be used exclusively to address the stormwater and drainage portions of the city's codes.

**STAFF REPORT  
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REVIEW CRITERIA	STAFF ANALYSIS	
12. Will the use facilitate public convenience at that location?	Yes	The subject parcel is located at the intersection of a major road and the highway that is already controlled by a traffic signal. Staff is asking for a 5-foot public (city-maintained) sidewalk easement along East Malloy Bridge Road. We are also asking for a 5-foot private (owner's maintenance) sidewalk easement along the highway frontage road.
13. Will the use conform to off-street parking and loading requirements?	Yes	This requirement will have to be met when building permits are applied for. A site plan review will be required for each lot prior to the approval of any building permit.
14. Are the ingress, egress, and pedestrian ways adequate?	Yes	All ingress and egress ways will be constructed by the developer as part of the site's development. Improvements will include construction of fire lanes, parking lots, sidewalks, and ramps.
15. Have safeguards limiting noxious or offensive emissions, including light, noise, glare, dust, and odor been addressed?	Yes	City codes require screening walls between dissimilar land uses so the north, east, and southern property lines will require screening walls. A screening wall is also required between Lot 1 and Lot 2. These walls will address most issues with light, noise, and glare. Since most of the land will be covered with buildings or parking lots, there should be no dust generated once the site is fully built out.
16. Will the proposed landscaping and screening be compliant with all City regulations?	Yes	Since no detailed landscaping or screening information for the development was provided, it will be required to meet code-defined minimums with the site plan review and building permit submittal for each lot.
17. Will the signage be compliant with those portions of the Municipal Code?	Yes	Signage for this site will be limited to those allowed by code. Signage is a separate review conducted by Staff.
18. Will all open space(s) be maintained by the owner/developer?	Yes	The current owner will be required to maintain the property until the development is complete - when maintenance will be turned over to the individual lots' owners.
19. Are the size and shape of the site as well as the arrangement of the proposed structure(s) in keeping with the intent of the Code?	Yes	The subject area is larger than many of the retail, commercial, and manufacturing properties in town. It is also larger than most residential developments. A copy of the development's concept plan is included as Exhibit 6d.
20. Will granting the permit be authorizing less than the minimum requirements in regards to height, area, setbacks, parking, or landscaping?	No	The current LM zoning district allows structures up to six (6) stories tall. The C zoning district also allows six-story structures. All residential, Office, and Local Retail districts limit building heights to a maximum 28-feet. The tallest building elevations for the apartments are listed at a max. 45-foot tall, but several structures are planned to be shorter. The development will be required to meet all other codes for the most restrictive land use on each lot.
21. Have the provisions of the existing master thoroughfare plan been met to protect the public interest?	No	East Malloy Bridge Road already has two (2) traffic lanes in each direction plus a boulevard. No additional right-of-way will be required. A public 5-foot sidewalk easement is being requested outside of the current right-of-way.
22. Have the provisions of any existing future land use plan been met to protect the public interest?	Yes	Chapter 5 (Future Land Use) of the 2002 Comprehensive Plan calls for this area to be Retail.
23. Have the provisions of any existing capital improvements plan been met to protect the public interest?	N/A	There currently is no active capital improvement plan.

REVIEW CRITERIA	STAFF ANALYSIS	
24. Have the provisions of any community facilities plan been met to protect the public interest?	Yes	Chapter 6 (Parks, Recreation, and Open Space) and Chapter 7 (Infrastructure Systems) of the 2002 Comprehensive Plan discuss community facilities.
25. Have the provisions of any other adopted document for providing required necessary public facilities been met to protect the public interest?	N/A	Chapter 8 (Public Facilities) of the 2002 Comprehensive Plan addresses municipal facilities primarily.

**Public Comments Received:** A legal ad was published per the Texas Local Government Code in the Monday, September 28, 2020 edition of the Daily Commercial Record newspaper. Including the parcel in question, there are twenty-four (24) properties plus part of one (1) public street, a U.S. Highway, and its eastbound frontage road within 200-feet of the boundary of the subject parcel. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Friday, October 2, 2020. No (zero) letters were returned as undeliverable by the U.S. Postal Service. One (1) letter was returned in favor of the request for a Dallas County Commissioner. One (1) neighbor returned a response to both Planner Bonner and Mayor Childress against the request. Another neighbor returned a written response against the request with specific questions. One (1) owner of an adjoining commercial property asked several questions at the Planning and Zoning Commission meeting, and returned her response in favor of the request. One (1) neighbor spoke against the planned visibility from his property onto the development (not against the request itself) at the Planning and Zoning Commission meeting, and did not provide a written response.

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**Other comments:** Below is a table that compares land uses listed in the municipal code for each relevant zoning district. Reference the table to the right to determine which symbols depict land uses that would be permitted or require a special use permit. Any land use that is not listed in the table or that has a blank cell to its right are prohibited in that district. The land use table is sorted by district and then alphabetically. **Note: Not all land uses permitted by city code would be allowed per the applicant's attached list of land uses in Exhibit 6b.**

Land Use Table Key:	Zoning Districts:
P = Permitted Use	TH, Townhouse
SUP = Special Use Permit required	A, Apartment
	O, Office
A blank box in the table means that land use is <i>prohibited</i> in that zoning district.	LR, Local Retail
	C, Commercial
	LM, Light Manufacturing

Type of Use	Zoning District	Residential		Business			Industrial
		TH	A	O	LR	C	LM
Accessory building servicing for several dwelling units		P					
Attached garage with one or more compartments		P					
Church or religious worship facility		P	P				
Detached private garage with one or more compartments and not more than 600 square feet		P					
Farm without on-site retail or wholesale business		P	P				
Fire station		P	P				
Garden without on-site retail or wholesale business		P	P				
Library		P	P	P	P	P	P
Museum		P	P				
One-family attached dwellings where separated by an appropriate firewall		P					
Park		P	P				
Parking of unoccupied recreational trailer or recreational vehicle		P	P	P	P	P	P

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Type of Use	Zoning District	Residential		Business			Industrial
		TH	A	O	LR	C	LM
Playgrounds		P	P				
Private school, equivalent to a public school		P	P	SUP	SUP	SUP	SUP
Public school (elementary through high school)		P	P	SUP	SUP	SUP	SUP
Single-family residence (detached)		P	P				
Swimming facilities		P					
Temporary buildings necessary to new construction and removed within 30 days after substantial completion		P					
Accessory buildings			P				
Accessory buildings for multiple-family dwelling or housing project			P				
Addition of pre-packaged food or beverages sales to a retail or business already operating			SUP	SUP	SUP	SUP	SUP
Airport or airport facilities			SUP	SUP	SUP	SUP	SUP
Art gallery			P	P	P	P	P
Breezeway attaching accessory to the main building			P				
Carnival			SUP	SUP	SUP	SUP	SUP
Cemetery			SUP	SUP	SUP	SUP	SUP
Children's home on 5 acres or more			SUP	SUP	SUP	SUP	SUP
Circus			SUP	SUP	SUP	SUP	SUP
Commercial amusement, temporary			SUP	SUP	SUP	SUP	SUP
Community building on 3 acres or more			SUP	SUP	SUP	SUP	SUP
Concrete batching plant			SUP	SUP	SUP	SUP	SUP
Convalescent home on 5 acres or more			SUP	SUP	SUP	SUP	SUP
Daycare or nursery with fewer than four unrelated children			P				
Daycare or nursery with more than four unrelated children			SUP	SUP	SUP	SUP	SUP
Detached dwelling for servants employed on-site			P				
Dog kennels on farm of 5 acres or more			SUP	SUP	SUP	SUP	SUP
Drive-in theatre on 10 acres or more			SUP	SUP	SUP	SUP	SUP
Driving range			SUP	SUP	SUP	P	P
Earth excavation			SUP	SUP	SUP	SUP	SUP
Educational institutions			SUP	SUP	SUP	SUP	SUP
Electrical public utility regulating station			SUP	SUP	SUP	SUP	SUP
Golf course without driving range			P				
Government use - local, county, state, federal			SUP	SUP	SUP	SUP	SUP
Gravel excavation			SUP	SUP	SUP	SUP	SUP
Greenhouse			SUP	SUP	SUP	SUP	SUP
Greenhouse without on-site retail or wholesale business			P				
Homes for narcotics on 20 acres or more			SUP	SUP	SUP	SUP	SUP
Homes for the alcoholic on 20 acres or more			SUP	SUP	SUP	SUP	SUP
Homes for the feeble-minded on 20 acres or more			SUP	SUP	SUP	SUP	SUP
Homes for the insane on 20 acres or more			SUP	SUP	SUP	SUP	SUP
Hospital on 5 acres or more			SUP	SUP	SUP	SUP	SUP
Kindergarten - public or private			SUP	SUP	SUP	SUP	SUP
Landing airfield or facilities			SUP	SUP	SUP	SUP	SUP
Maternity home on 5 acres or more			SUP	SUP	SUP	SUP	SUP
Miniature golf course			SUP	SUP	SUP	P	P
Miniature train ride			SUP	SUP	SUP	SUP	SUP
Mixed-Use projects of private housing and shopping center on 3 acres or more			SUP	SUP	SUP	SUP	SUP
Multiple-family dwellings (apartments)			P				
Natural gas public utility regulating station			SUP	SUP	SUP	SUP	SUP
Neighborhood recreation center (swimming pool, social or hobby rooms)			P				
Normal household pets			P				
Nursery			SUP	SUP	SUP	SUP	SUP
Nursery school - public or private			SUP	SUP	SUP	SUP	SUP
Nursery without on-site retail or wholesale business			P				

**STAFF REPORT  
Z2020-14**

Type of Use	Zoning District	Residential		Business		Industrial	
		TH	A	O	LR	C	LM
Old people's home on 5 acres or more			SUP	SUP	SUP	SUP	SUP
Orchard without on-site retail or wholesale business			P				
Passenger train station			P				
Philanthropic institutions			SUP	SUP	SUP	SUP	SUP
Pony rides			SUP	SUP	SUP	SUP	SUP
Private carport and/or garage			P	P	P	P	P
Public stable on 5 acres or more			SUP	SUP	SUP	SUP	SUP
Public utility - privately or publicly owned			SUP	SUP	SUP	SUP	SUP
Radio or television broadcasting stations			SUP	SUP	SUP	SUP	SUP
Radio or television broadcasting towers			SUP	SUP	SUP	SUP	SUP
Radio or television transmitter tower			SUP	SUP	SUP	SUP	SUP
Railway ROW & tracks, but no railroad yards, team tracks or storage yards			P				
Religious institutions			SUP	SUP	SUP	SUP	SUP
Riding academy on 5 acres or more			SUP	SUP	SUP	SUP	SUP
Rock quarry			SUP	SUP	SUP	SUP	SUP
Rodeo			SUP	SUP	SUP	SUP	SUP
Sale of pre-packaged food/beverages exceeding 10% gross annual sales revenues			SUP	SUP	SUP	SUP	SUP
Sand excavation			SUP	SUP	SUP	SUP	SUP
Sewage treatment plant			SUP	SUP	SUP	SUP	SUP
Telephone exchange without office, repair or storage facilities			P				
Temporary and seasonal sales establishment, such as flea market or produce stand			SUP	SUP	SUP	SUP	SUP
Temporary buildings to be used for construction purposes only			P				
Travel trailer park			SUP	SUP	SUP	SUP	SUP
Two-family residence			P				
Veterinary hospital on 5 acres or more			SUP	SUP	SUP	SUP	SUP
Water pumping plant			P				
Water supply reservoir			P				
Water tower or artesian well			P				
Wind energy conversion system (WEC)			SUP	SUP	SUP	SUP	SUP
Ambulance service				P	P	P	P
Architect or engineers' offices				P	P	P	P
Attorneys' offices				P	P	P	P
Business offices				P	P	P	P
Consultants' offices				P	P	P	P
Doctors' & dentists' offices				P	P	P	P
Equipment storage (no repairs)				P	P	P	P
Financial offices				P	P	P	P
General offices				P	P	P	P
Multi-family dwelling units				SUP	SUP	SUP	SUP
Personal services				P	P	P	P
Political offices				P	P	P	P
Professional offices				P	P	P	P
Real estate offices				P	P	P	P
Records warehousing & storage				P	P	P	P
Salesman's offices				P	P	P	P
Single-family dwelling units				SUP	SUP	SUP	SUP
Antique shop					P	P	P
Aquarium					P	P	P
Auto laundry inside a building without boiler, heating & steam-cleaning facilities					P	P	P
Auto repair garage - all work inside a building					P	P	P
Auto seat covering					P	P	P
Bakery, retail					P	P	P
Bank					P	P	P
Barber & beauty shop					P	P	P

**STAFF REPORT  
Z2020-14**

Type of Use	Zoning District	Residential		Business		Industrial	
		TH	A	O	LR	C	LM
Bicycle repairs without outside storage or display					P	P	P
Bird & pet shops, retail					P	P	P
Book or stationery store					P	P	P
Bowling alley - if air-conditioned & soundproofed					P	P	P
Brewpub					SUP	SUP	SUP
Camera shop					P	P	P
Candy shop					P	P	P
Caterer					P	P	P
Cleaning & pressing shops smaller than 6,000 square feet					P	P	P
Cleaning, dyeing & laundry station for receiving & delivery of articles only					P	P	P
Clothing - retail sales only					P	P	P
Convenience store or mini-mart between 1,000 & 5,000 square feet					SUP	SUP	SUP
Curtain cleaning shop smaller than 6,000 square feet					P	P	P
Department store					P	P	P
Drive-in for food, beverage, or other service					SUP	SUP	SUP
Drive-in theatre					SUP		
Drive-through for food, beverage, or other service					SUP	SUP	SUP
Dying plant smaller than 6,000 square feet					P	P	P
Electric substation					P	P	P
Electrical goods, retail sales only					P	P	P
Electrical repairing - domestic equipment & autos, retail sales only					P	P	P
Event center in stand-alone building					SUP		
Exterminating company, retail					P	P	P
Feed store					SUP		
Film developing & printing					P	P	P
Fix-it shops without outside storage or display					P	P	P
Florist, retail sales only					P	P	P
Frozen food lockers, retail					P	P	P
Furniture repairs & upholstery, retail only without outside storage or display					P	P	P
Furniture store - retail					P	P	P
Gasoline/ motor fuel sales					P	P	P
Gasoline/ motor fuel sales, automated					P	P	P
Grocery store over 5,000 square feet					P	P	P
Hardware - retail sales only					P	P	P
Household & office appliances - retail					P	P	P
Household & office furniture - retail					P	P	P
Ice delivery station					P	P	P
Jewelry - retail					P	P	P
Job printing					P	P	P
Laundry - custom laundering & finishing smaller than 6,000 square feet without pickup or delivery					P	P	P
Letter & mimeograph shop					P	P	P
Meat market, retail sales only					P	P	P
Micro-brewery					SUP	SUP	SUP
Mortuary use in stand-alone buildings					SUP		
Motor raceway					SUP		
Moving picture theater					P	P	P
Novelty or variety shop					P	P	P
Nursery, retail sale of plants & trees					P	P	P
Office					P	P	P
Office building					P	P	P
Optical goods - retail					P	P	P
Outside display, new materials					P	P	P
Outside storage units					P	P	P

**STAFF REPORT  
Z2020-14**

Type of Use	Zoning District	Residential		Business		Industrial	
		TH	A	O	LR	C	LM
Paint - retail sales only					P	P	P
Parking lot without public garage for passenger cars & trucks					P	P	P
Pharmacy/drug store					P	P	P
Photographer's or artist's studio					P	P	P
Photographic supplies - retail					P	P	P
Piano & musical instruments, retail sales only					P	P	P
Plumbing shop without warehouse facilities, retail sales only					P	P	P
Portable storage units (PODs) - sales & storage					P	P	P
Public garage					P	P	P
Restaurant (dine-in only) over 4,000 square feet					P	P	P
Restaurant (dine-in only) smaller than 4,000 square feet					SUP	SUP	SUP
Restaurant (dine-in/convenience) over 4,000 square feet					P	P	P
Restaurant (dine-in/convenience) smaller than 4,000 square feet					SUP	SUP	SUP
Restaurant (fast food)					SUP	SUP	SUP
Restaurant (outdoor/patio dining)					SUP	SUP	SUP
Restaurant (private club)					SUP	SUP	SUP
Retail sales					P	P	P
Retail store or shop for custom work or the making of articles on-site					P	P	P
Roller skating rink					SUP		
Rug cleaning shop, chemical type, smaller than 6,000 square feet inside a building					P	P	P
Sample room					P	P	P
Seamstress, dressmaker, or tailor					P	P	P
Seed store					P	P	P
Shoe repair shop, retail sales only					P	P	P
Sporting goods - retail sales only					P	P	P
Studio for the display & sale of glass, china, art objects, cloth & draperies					P	P	P
Studios, dance, music, drama, health massage & reducing					P	P	P
Taxi stand					P	P	P
Tobacco shop					SUP	SUP	SUP
Tool sharpening, retail only without outside storage or display					P	P	P
Toys - retail sales only					P	P	P
Used car lot					SUP	P	P
Walk-up for food, beverage, or other service					SUP	SUP	SUP
Wallpaper - retail sales only					P	P	P
Washateria where the customer can wash & handle his laundry					P	P	P
Wearing apparel including clothing, shoes, hats, millinery & accessories					P	P	P
Wedding services in stand-alone building					SUP		
Wholesale sales office					P	P	P
Wine-tasting room					SUP	SUP	SUP
Aquarium, wholesale						P	P
Artificial flower manufacture						P	P
Artificial limb manufacture						P	P
Auto painting						P	P
Auto upholstery						P	P
Automobile dealers						P	P
Automobile laundry						P	P
Awning manufacture, cloth, metal, wood						P	P
Bakery, commercial						SUP	P
Bar						SUP	SUP
Beer tavern						SUP	SUP
Book bindery						P	P
Book printing						P	P
Bottling works with or without syrup manufacture						P	P
Bowling alley						P	P

**STAFF REPORT  
Z2020-14**

Type of Use	Zoning District	Residential		Business			Industrial
		TH	A	O	LR	C	LM
Bus & truck storage						P	P
Cabinet shop						P	P
Candy manufacture						P	P
Canvas awning manufacture						P	P
Car barns						P	P
Carpenter shop						P	P
Carpet cleaning - with dustproof room & dust-catching equipment						P	P
Carting, express, hauling or storage						P	P
Cement storage						P	P
Ceramic products smaller than 6,000 square feet						P	P
Cleaning & dry cleaning establishment over 6,000 square feet						P	P
Clothing manufacture						P	P
Cold storage plant						P	P
Commercial amusement						P	P
Commercial colleges						P	P
Contractor's storage yard						P	P
Dance hall						SUP	SUP
Dog kennel						SUP	
Dry goods, wholesale & storage						P	P
Dyeing plant over 6,000 square feet						P	P
Egg candling & grading						P	P
Electrical & neon sign manufacture						P	P
Electrical repairing						P	P
Electro-plating; electro-tying						P	P
Engraving plant						P	P
Envelope manufacture						P	P
Feed store, wholesale & storage						P	P
Florist, wholesale						P	P
Food products manufacture, wholesale						P	P
Frozen food lockers, wholesale						P	P
Furniture auction sales						P	P
Furniture repair & upholstery - wholesale						P	P
Handcraft shop smaller than 6,000 square feet						P	P
Hauling, light or heavy						P	P
Homes for narcotics						SUP	
Homes for the alcoholic						SUP	
Homes for the feeble-minded						SUP	
Homes for the insane						SUP	
Household goods, storage						P	P
Ice cream manufacture						P	P
Ice manufacture						P	P
Job printing & book printing						P	P
Laundry, commercial						P	P
Leather products manufacture						P	P
Lithographing						P	P
Loading or storage tracks						P	P
Looseleaf book manufacture						P	P
Lounge						SUP	SUP
Lumberyard (building material)						P	P
Market - public						P	P
Mattress making & renovating without dust precipitating equipment						P	P
Milk depot, wholesale						P	P
Millinery manufacture						P	P
Mirror resilvering						P	P

**STAFF REPORT  
Z2020-14**

Type of Use	Zoning District	Residential		Business			Industrial
		TH	A	O	LR	C	LM
Motel						P	P
Motion picture studio, commercial films						P	P
Motorcycle repairing						P	P
Moving & storage company						P	P
Newspaper printing						P	P
Night club						SUP	SUP
Optical goods manufacture						P	P
Outside display, used materials						SUP	SUP
Outside storage, new materials						SUP	P
Outside storage, used materials						SUP	SUP
Outside storage of any material over 8-feet tall						SUP	SUP
Paint mixing, but no cooking or baking operations						P	P
Paper products & paper box manufacture						P	P
Penal or correctional institutions for insane, feebleminded, liquor or narcotic						P	P
Photoengraving plant						P	P
Plastic products, molding, casting & shaping						P	P
Print shop						P	P
Printing equipment, supplies, repairs						P	P
Publishing company						P	P
Sale of manufactured homes on 3.5 acres or more						SUP	
Sale of mobile homes on 3.5 acres or more						SUP	
Schools - all types including trade & commercial colleges						P	P
Secondhand furniture						P	P
Seed store, wholesale sales & storage						P	P
Sheetmetal shop						P	P
Shoe store, wholesale sales & storage						P	P
Skating rink						P	P
Stone monument works - retail						P	P
Storage & sales of used auto parts & accessories without open storage or display						P	P
Storage of trucks, & gravel						P	P
Streetcar barns						P	P
Taxicab storage & repairs						P	P
Team tracks & unloading docks, railroads						P	P
Tire retreading & recapping						P	P
Tourist camp						P	P
Trade schools of all types						P	P
Transfer & baggage company						P	P
Travel center						SUP	SUP
Trunk manufacturing						P	P
Typesetting						P	P
Venetian blind manufacturing						P	P
Veterinary hospital						SUP	P
Warehouse, wholesale offices, sales & storage						P	P
Water distillation						P	P
Winery, boutique						SUP	SUP
Adding machine manufacture							P
Agricultural implement manufacturing							P
Aircraft parts manufacture							P
Airplane repair & manufacturing							P
Automobile assembly							P
Automobile parts manufacturing							P
Bag manufacturer & cleaning							P
Bank equipment manufacture							P
Blacksmith							P

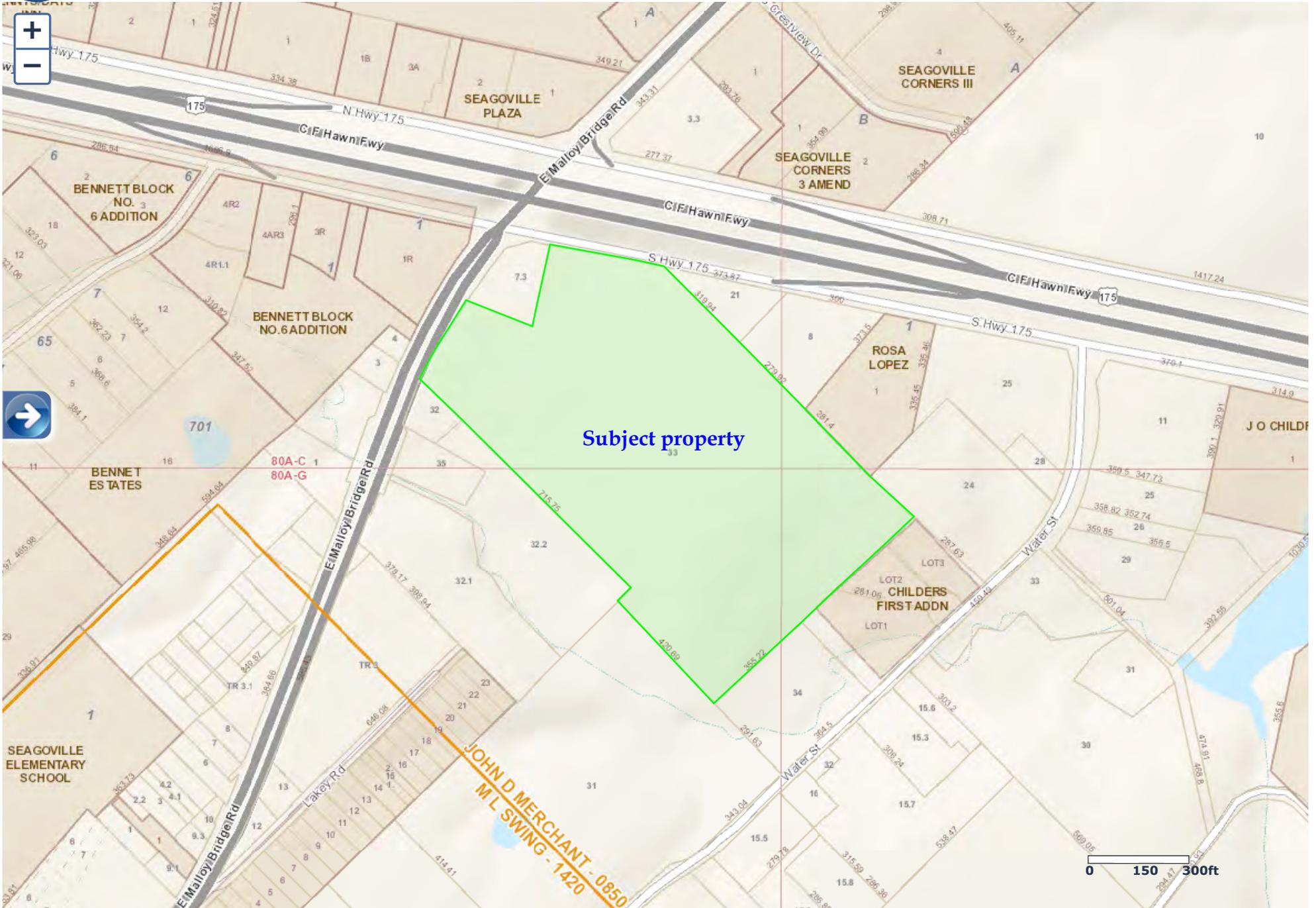
**STAFF REPORT  
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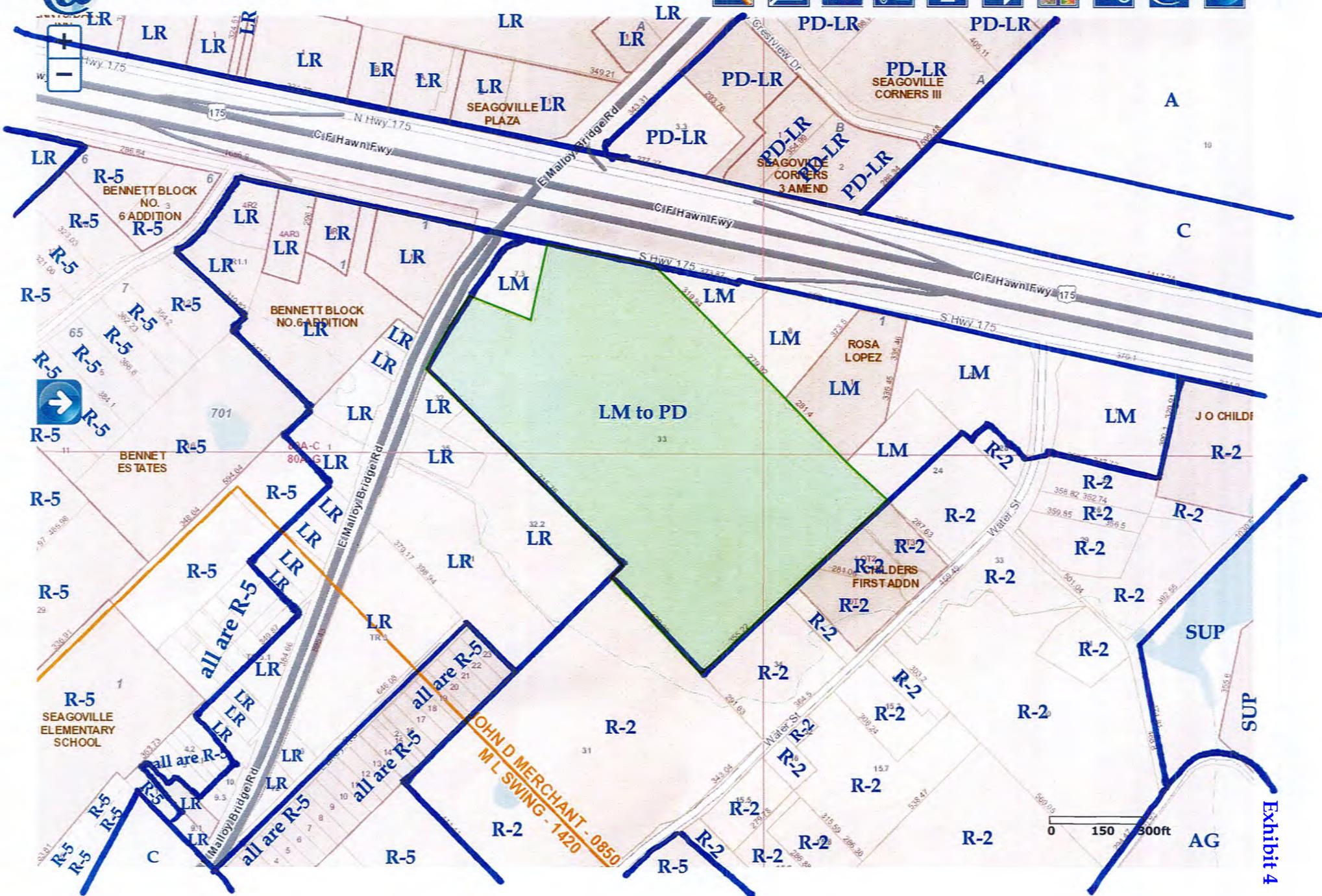
Type of Use	Zoning District	Residential		Business			Industrial
		TH	A	O	LR	C	LM
Boiler manufacture & repair of boilers not exceeding 15 h.p.							P
Bolt & nut manufacture							P
Boot & shoe manufacture							P
Box & crate manufacture (other than paper)							P
Brewery							SUP
Broom manufacture							P
Building material machinery, or supplying having outside storage							P
Canning & preserving factory							P
Carbon battery manufacture							P
Cargo container							SUP
Carpet cleaning without dustproof cleaning rooms							P
Celluloid & similar cellulose manufacture							P
Central station, light & power plant							P
Cereal mill							P
Chair manufacture							P
Cheese factory							P
Chick hatchery							P
Coal yard, coal hoist, coal pocket or coal car trestle							P
Coffin manufacture							P
Cooperage company							P
Cotton company							P
Cotton ginning, baling & compressing							P
Cotton oil mill							P
Cotton seed products manufacture							P
Dairy - wholesale							P
Disinfectant manufacture							P
Distillery							SUP
Dye manufacturing							P
Electric or acetylene welding							P
Electrical power plant							P
Electrical supply manufacture							P
Elevator manufacture							P
Enameling & painting							P
Feed mill							P
Fixture manufacture							P
Flour milling & grain storage & elevators							P
Food processing							P
Fur warehouse							P
Furniture manufacture							P
Gasoline, wholesale storage							P
Grain elevator							P
Hardware manufacture							P
Helicopter terminal							P
Horseshoeing							P
Hosiery mill							P
Insecticide manufacturing							P
Iron works, ornamental							P
Knit goods manufacture							P
Light agricultural implements manufacture							P
Livery stable							P
Machinery manufacture							P
Mattress factory							P
Mattress renovating							P
Metal products, stamping & manufacturing							P

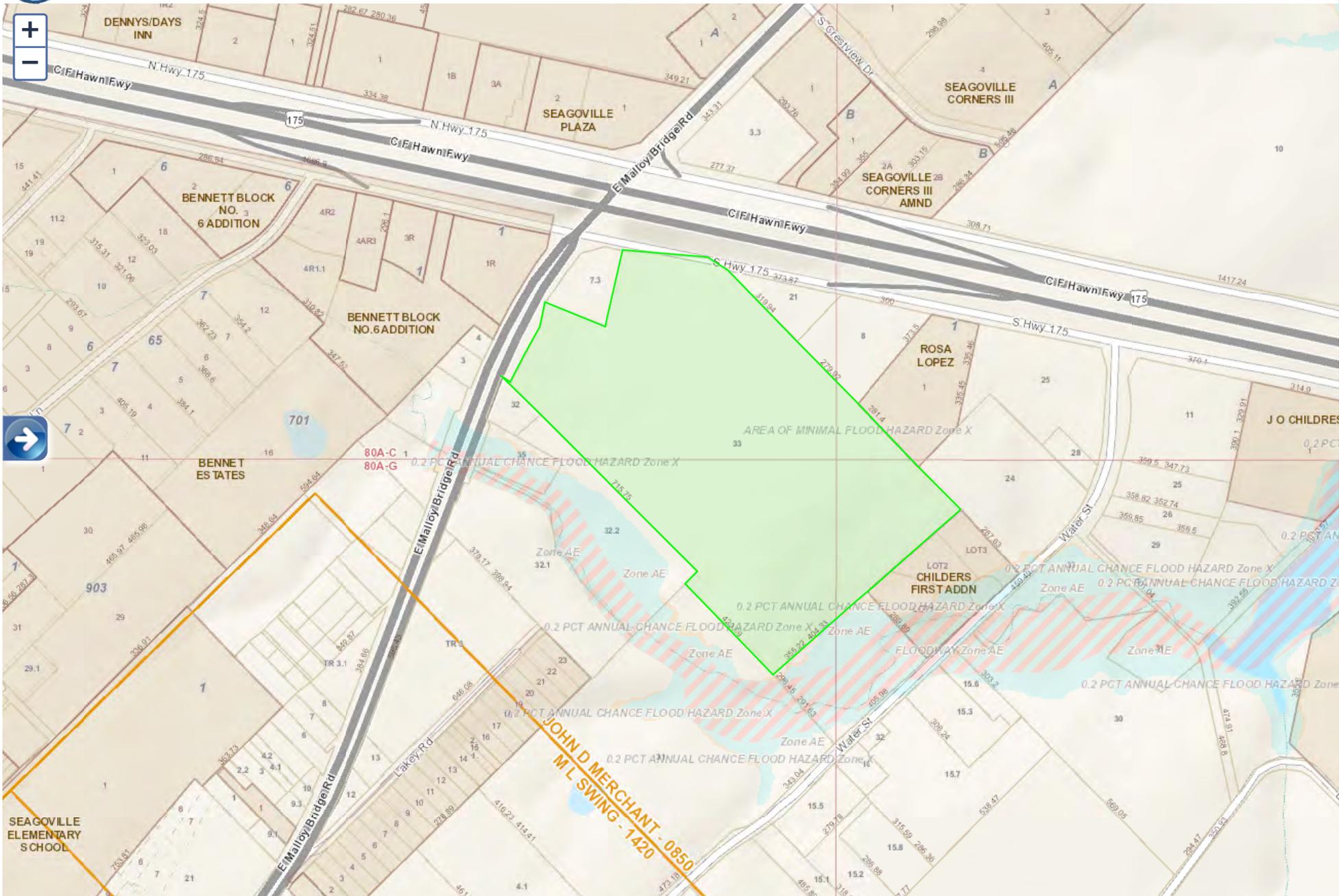
**STAFF REPORT  
Z2020-14**

Type of Use	Zoning District	Residential		Business			Industrial
		TH	A	O	LR	C	LM
Milk processing plant							P
Paper products manufacture							P
Pattern shop							P
Pecan processing							P
Petroleum, wholesale storage							P
Planing mill							P
Poultry feed manufacturer							P
Poultry slaughtering - dressing & storage							P
Printing ink manufacture							P
Public stable							P
Railroad yards - roundhouse or shop							P
Rice cleaning & polishing							P
Riding academy							P
Riding stable							P
Rock wool manufacture							P
Rug manufacture							P
Shoe factory							P
Stable							P
Stone cutting							P
Storage battery manufacturing							P
Storage of live poultry, or poultry dressing							P
Textile manufacture							P
Tool manufacture							P
Wood products manufacture							P
Woodworking shops							P
Winery							SUP











# ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: \_\_\_\_\_ City Council: \_\_\_\_\_

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: MALLOY BRIDGE ROAD MIXED USE DEVELOPMENT

Physical Location of Property: 108 SOUTH US 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): ATTACHED

Acreage: 22.1559 Existing Zoning: LM Requested Zoning: PLANNED DEVELOPMENT  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]  
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: JOSEPH KEMP Applicant or Owner (circle one)

Contact Person: JOSEPH KEMP Title: OWNER

Company Name: KRR CONSTRUCTION, LTD

Street/Mailing Address: 1015 N. DUNCANVILLE City: DUNCANVILLE State: TX Zip: 75116

Phone: (972) 224-1096 Fax: (972) 224-6098 Email Address: KEMP@KRRCOMPANIES.COM

Engineer / Representative's Name: MJ THOMAS ENGINEERING

Contact Person: MICHAEL THOMAS Title: CO OWNER

Company Name: MJ THOMAS ENGINEERING

Street/Mailing Address: 4700 BRYANT IRVIN City: FORT WORTH State: TX Zip: 76107

Phone: (817) 732-9839 Fax: (817) 732-9841 Email Address: MICKEYT@MJTHOMASENG.COM

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

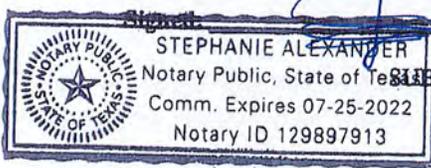
**All applications must be COMPLETE before they will be scheduled for P&Z agenda.** It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists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

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

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

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

Signature: \_\_\_\_\_ Title: President Date: 9/3/2020



Subscribed and sworn to before me, this the 3 day of September, 2020.  
[Month] [Year]

Notary Public in and for the State of Texas: Stephanie Alexander

My Commission Expires On: July 25, 2022

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

Jennifer Bonner

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**From:** jbowles@krrcompanies.com  
**Sent:** Monday, September 21, 2020 5:07 PM  
**To:** Jennifer Bonner  
**Cc:** 'Joseph Kemp'; Ladis Barr; Patrick Stallings  
**Subject:** Seagoville Development

Jennifer:

Thank you again for the email(s) you provided regarding the information we have turned in and the additional information we still need to turn in. **Your “contact information” is spot-on!!!!**

Please use this email regarding the purchase of the land which took place on **July 8, 2020**. We always use a different LLC for each development and it has not been officially confirmed as of today. We are hoping by the end of the week. The land was purchased by **Joseph Kemp (individually)** and will be transferred to the LLC once we receive confirmation (**KRR Malloy Bridge Development, LLC**).

I will contact you once the transfer takes place.

Contact me if you need anything else. We will be submitting the other information by September 30<sup>th</sup>.

Thank you again,  
Joe Bowles

KRR Construction, LTD  
1015 N Duncanville Rd  
Duncanville, TX 75116  
(972) 224-1096 (O)  
(214) 418-1459 (M)



**CONSTRUCTION, LTD.**

1015 N. DUNCANVILLE ROAD, DUNCANVILLE, TEXAS 75116  
(972) 224-1096 FAX (972) 224-6098

**September 21, 2020**

**Jennifer Bonner**  
City of Seagoville  
702 N. Highway 175  
Seagoville, Texas 75159

**Re: Malloy Bridge Road Mixed Use Development**

Dear Jennifer:

Please find the following items for our list of “Permitted Uses” & “Prohibited Use”:

**Permitted Multi-Family**

- Multi-family Structures (apartments)
- Apartment Buildings not to exceed Twelve (12) includes Townhome Buildings
- Apartment Dwelling Unit minimum of 650 SF maximum of 1,700 SF
- Townhomes and Townhome clusters up to six (6) per a building
- Accessory Uses - Multi-use Clubhouse Building (for tenant use only)
- Clubhouse Building -Limited Hours Laundry Facility
- Clubhouse Building - Limited Hours swimming pool 6 feet and under
- Clubhouse Building - Limited Hours Exercise room
- Offices and Business Center
- Signs (per City of Seagoville sign ordinances & height)
- Number of Parking Lot spaces Uncovered (per City of Seagoville ordinance)
- Number of Covered Parking Lot space not to exceed 80 spaces
- Walking Trail to be installed per approved plan submission to City of Seagoville
- Building Heights shall be under 45 feet (or per City of Seagoville height ordinances)

**Permitted Commercial Retail**

- Animal Shelter or Clinic
- Auto Part Retail Sales
- Business School
- Car Wash
- Commercial Amusement (inside)
- Convenience Store
- Dry Cleaners or Laundry Service
- Furniture Store
- General Merchandise or Food Store
- Household Equipment and Appliance Store
- Nursery, Garden, and Plant Store
- Restaurant (with or without drive through)

Jennifer Bonner  
Page 2 (cont.)

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**Prohibited Uses**

- **Bingo Parlor**
- **Pawn Shop**
- **Tattoo or Body Piercing**
- **Sexually Oriented Business**
- **Storage Facility**
- **Funeral or Mortuary**
- **Swap Shop or Flea Market**
- **Truck Stop**
- **Theater**

The following items are provided for Base Zoning as provided with the Plat submitted September 3, 2020:

**Lot1 (8.580 Acres)**

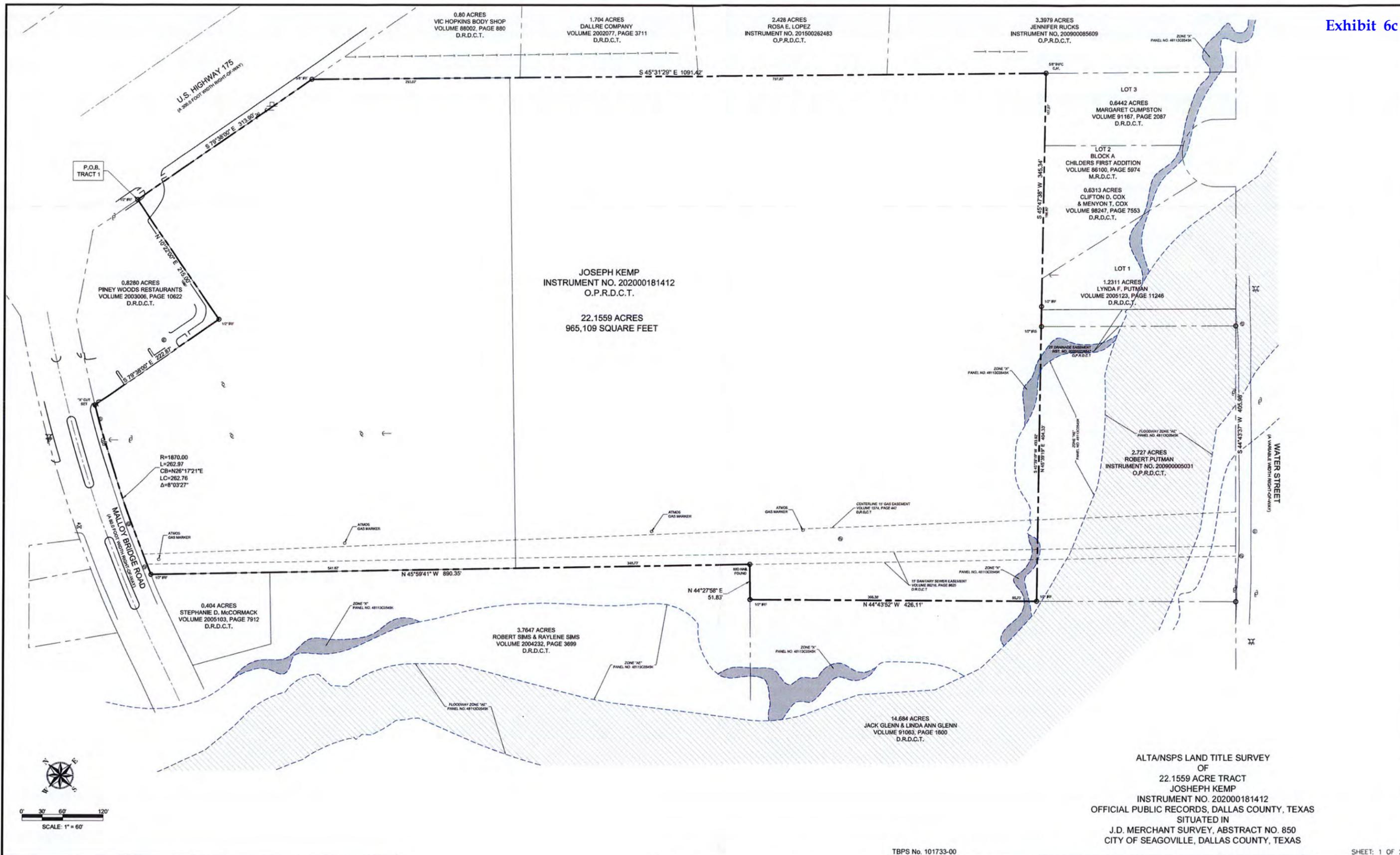
- **C Commercial District**
- **LR Local Retail District**
- **O Office District**

**Lot2 (12.987 Acres)**

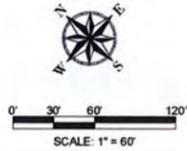
- **MF Multi-family District**
- **A Apartment Dwelling District**
- **TH Townhouse District**

**Lot2A (0.588 Acres)**

- **This area will be left in its natural state and will be only for surface drainage and a storm water facility**



ALTA/NSPS LAND TITLE SURVEY  
OF  
22.1559 ACRE TRACT  
JOSEPH KEMP  
INSTRUMENT NO. 202000181412  
OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS  
SITUATED IN  
J.D. MERCHANT SURVEY, ABSTRACT NO. 850  
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS



TBPS No. 101733-00

SHEET: 1 OF 2

NO.	DATE	REVISION
1.		
2.		
3.		

**SURVEY GROUP**  
SURVEYING \* CONSULTING \* MANAGEMENT

1475 HERITAGE PKWY., STE 217  
MANSFIELD, TEXAS 76063

(817) 354-1445  
surveygroup@alt.net

JOB NO.:	20-017
DATE:	JUNE 29, 2020
SCALE:	1" = 60'
DRAWN BY:	RP

This is to certify that I have, this date, made an on the ground survey of the property located on 601 East Las Colinas Boulevard in the City of Richardson, Dallas County, Texas, described as follows:

STATE OF TEXAS -  
COUNTY OF DALLAS -

TRACT 1:

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE J.D. MERCHANT SURVEY, ABSTRACT NO. 850, IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN TRACTS OF LAND CONVEYED TO JOSEPH KEMP BY DEED RECORDED IN INSTRUMENT NO. 202000181412, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR CORNER IN THE SOUTH ROW LINE OF U.S. HIGHWAY NO. 175 SERVICE ROAD (A 300' ROW), SAID IRON ROD BEING AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID JOSEPH KEMP TRACT AND ALSO THE NORTHEAST CORNER OF A TRACT OF LAND CONVEYED TO PINEY WOODS RESTAURANTS BY DEED RECORDED IN VOLUME 2003006, PAGE 10622, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 79° 38' 00" EAST AND FOLLOWING ALONG THE SOUTH ROW LINE OF U.S. HIGHWAY NO. 175 SERVICE ROAD AND THE NORTHERLY LINE OF SAID JOSEPH KEMP TRACT FOR A DISTANCE OF 313.90 FEET TO A 5/8" IRON ROD FOUND FOR CORNER AT THE NORTHEAST CORNER OF JOSEPH KEMP TRACT AND ALSO BEING THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO VIC HOPKINS BODY SHOP, INC. BY DEED RECORDED IN VOLUME 88002, PAGE 880, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 45° 31' 29" EAST AND FOLLOWING ALONG THE NORTHEAST LINE OF JOSEPH KEMP TRACT AND THE SOUTHWEST LINE OF SAID VIC HOPKINS BODY SHOP TRACT FOR A DISTANCE OF 1091.42 FEET TO A 5/8" IRON ROD FOUND, WITH YELLOW CAP STAMPED "DCA", FOR CORNER IN THE SOUTHWEST LINE OF A TRACT OF LAND CONVEYED TO JENNIFER RUCKS BY DEED AS RECORDED IN INSTRUMENT NO. 20090085609, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, SAID IRON ROD BEING AT THE EAST CORNER OF A.R.C. STX HOLDINGS TRACT AND THE NORTH CORNER OF LOT 3, BLOCK A, CHILDERS FIRST ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 86100, PAGE 5974, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 45° 47' 38" WEST AND FOLLOWING ALONG THE SOUTHWEST LINE OF JOSEPH KEMP TRACT AND THE NORTHWEST LINE OF SAID LOT 3, BLOCK A, A DISTANCE OF 345.34 FEET TO A 1/2" IRON ROD FOUND FOR ANGLE POINT IN THE NORTHWEST LINE OF LOT 1, BLOCK A OF SAID CHILDERS FIRST ADDITION;

THENCE SOUTH 45° 39' 19" WEST AND FOLLOWING ALONG THE SOUTHEAST LINE OF JOSEPH KEMP TRACT AND THE NORTHWEST LINE OF SAID LOT 1, BLOCK A AT A DISTANCE OF 58.99 FEET PASSING A POINT FOR CORNER AT THE WEST CORNER OF SAID LOT 1 CONTINUING ALONG THE SOUTHEAST LINE OF A.R.C. STX HOLDINGS TRACT, A TOTAL DISTANCE OF 433.92 FEET TO A 1/2" IRON ROD FOUND FOR CORNER IN THE NORTHEAST LINE OF A TRACT OF LAND CONVEYED TO JACK AND LINDA ANN GLENN BY DEED RECORDED IN VOLUME 91063, PAGE 1600, DEED RECORDS, DALLAS COUNTY, TEXAS, SAID IRON ROD ALSO BEING AT THE SOUTH CORNER OF JOSEPH KEMP TRACT AND THE WEST CORNER OF SAID MAFIELD TRACT;

THENCE NORTH 44° 43' 52" WEST AND FOLLOWING ALONG THE SOUTHWEST LINE OF JOSEPH KEMP TRACT AND THE NORTHEAST LINE OF SAID GLENN TRACT, A DISTANCE OF 426.11 FEET TO A 1/2" IRON ROD FOUND FOR CORNER IN THE SOUTHEAST LINE OF A TRACT OF LAND CONVEYED TO ROBERT AND RAYLENE SIMS BY DEED AS RECORDED IN VOLUME 2004232, PAGE 3699, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE NORTH 44° 27' 58" EAST AND FOLLOWING ALONG THE SOUTHEAST LINE OF SAID SIMS TRACT FOR A DISTANCE OF 51.83 FEET TO A 60D NAIL SET FOR CORNER AT THE EAST CORNER OF SAID SIMS TRACT;

THENCE NORTH 45° 59' 41" WEST AND FOLLOWING ALONG THE SOUTHWEST LINE OF JOSEPH KEMP TRACT AND THE NORTHEAST LINE OF SAID SIMS TRACT FOR A DISTANCE OF 890.35 FEET TO A 1/2" IRON ROD FOUND WITH YELLOW PLASTIC CAP FOR CORNER IN THE EASTERLY ROW LINE OF MALLOY BRIDGE ROAD (AN 80' ROW), SAID IRON ROD BEING AT THE WEST CORNER OF JOSEPH KEMP TRACT AND THE NORTH CORNER OF A TRACT OF LAND CONVEYED TO STEPHANIE D. MCCORMACK BY DEED AS RECORDED IN VOLUME 2005103, PAGE 7912, DEED RECORDS, DALLAS COUNTY, TEXAS, SAID IRON ROD ALSO BEING IN A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 08° 03' 28" WITH A RADIUS OF 1870.00 FEET AND A CHORD BEARING NORTH 26° 17' 21" AT A DISTANCE OF 262.76 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT AND ALONG THE EASTERLY ROW LINE OF MALLOY BRIDGE ROAD, FOR AN ARC DISTANCE OF 262.97 FEET TO AN "X" SET AT THE SOUTHWEST CORNER OF SAID PINEY WOODS RESTAURANT TRACT;

THENCE SOUTH 79° 38' 00" EAST, ALONG THE COMMON LINE OF JOSEPH KEMP TRACT AND SAID PINEY WOODS RESTAURANT TRACT FOR A DISTANCE OF 222.87 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AT THE SOUTHEAST CORNER OF SAID PINEY WOODS RESTAURANT TRACT;

THENCE NORTH 10° 22' 00" EAST, CONTINUING ALONG SAID COMMON LINE FOR A DISTANCE OF 215.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 965,109 SQUARE FEET OR 22.1559 ACRES OF COMPUTED LAND.

This survey was performed in connection with the transaction described in GF No. 1703213-MCCB and with an effective date of September 6, 2017 and an issue date of September 18, 2017 of FIDELITY NATIONAL TITLE INSURANCE COMPANY. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.

10C. SUBJECT TO TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN EASEMENT AGREEMENT BY AND BETWEEN INWOOD NATIONAL BANK AND MINYARD PROPERTIES, INC. DATED AUGUST 5, 1992, FILED AUGUST 7, 1992. RECORDED IN VOLUME 92154, PAGE 3480, DEED RECORDS, DALLAS COUNTY TEXAS.

10D. EASEMENT DAIED AUGUST 23, 1929, FILED SEPTEMBER 15, 1929, EXECUTED BY O. GLENN TO LONE STAR GAS COMPANY, RECORDED IN VOLUME 1574, PAGE 442, DEED RECORDS OF DALLAS COUNTY, TEXAS, PARTIALLY RELEASED BY INSTRUMENT RECORDED IN VOLUME 75237, PAGE 1824, DEED RECORDS OF DALLAS COUNTY, TEXAS. (SURVEYOR'S NOTE: LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10E. EASEMENT DATED OCTOBER 24, 1986, FILED NOVEMBER 6, 1986, EXECUTED BY HAMMOND-WILLIAMS LAND INVESTMENTS TO CITY OF SEAGOVILLE, RECORDED IN VOLUME 86216, PAGE 8625, DEED RECORDS OF DALLAS COUNTY, TEXAS (SURVEYOR'S NOTE: LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY)

10F. INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS AND ALL RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT DATED JUNE 4, 2007, FILED JUNE 6, 2007, UNDER INSTRUMENT NO. 20070201699, OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS. REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS. NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THEIR INTEREST(S) EVIDENCED BY THIS INSTRUMENT, AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). SAID DEED INCLUDED BUT IS NOT LIMITED TO THE FOLLOWING "GRANTOR ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS HEREBY WAIVES, RELEASES, RELINQUISHES AND SURRENDERS FOREVER UNTO GRANTEE, ITS SUCCESSORS AND ASSIGNS, ANY AND ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN AND THE SURFACE AND SURFACE RIGHTS APPURTENANT TO SAID MINERAL ESTATE AND INTEREST PERTAINING TO THE PROPERTY, INCLUDING WAIVER TO THE RIGHT TO USE THE SURFACE OF THE PROPERTY OR (I) INGRESS AND EGRESS TO AND FROM THE PROPERTY, AND/OR (II) EXPLORATION, DEVELOPMENT AND/OR PRODUCTION OF THE MINERAL ESTATE AND/OR (III) TRANSPORTATION OF ANY MINERALS PRODUCED FROM THE PROPERTY"

10G. INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AND ALL RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT DATED DECEMBER 18, 2009, FILED DECEMBER 21, 2009, UNDER INSTRUMENT NO. 200900355107, OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS. REFERENCE TO WHICH INSTRUMENT IS HERE MADE FOR PARTICULARS. NO FURTHER SEARCH OF FILE HAS BEEN MADE AS TO THEIR INTEREST(S) EVIDENCED BY THIS INSTRUMENT, AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDER OF SUCH INTEREST(S). SAID DEED INCLUDED BUT IS NOT LIMITED TO THE FOLLOWING "GRANTOR WAIVES AND CONVEYS TO GRANTEE THE RIGHT OF INGRESS AND EGRESS TO AND FROM THE SURFACE OF THE PROPERTY RELATING TO THE PORTION OF THE MINERAL ESTATE OWNED BY GRANTOR"

NOTES:

1. IRF - Iron Rod Found
2. IRS-Iron Rod Set
3. Basis of Bearing - All bearings are based on the Texas Coordinate System, North Central Zone, North American Datum 1983.
4. C.M. = CONTROLLING MONUMENT

FLOOD CERTIFICATE

As determined by the FLOOD INSURANCE RATE MAPS for Dallas County, Texas, the subject property Does Not lie within a Special Flood Hazard Area (100 Year Flood), Map date 07-07-2014 Community Panel No. 48113CD545K subject lot is located in Zone X (other areas). ZONE "X" (OTHER AREAS) IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

If this site is not within an identified flood hazard area, this Flood Statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This Flood Statement shall not create liability on the part of the Surveyor.

TO: JOSEPH KEMP, AND FIDELITY NATIONAL TITLE INSURANCE COMPANY

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 6(b), 7(a), 8, 9, 10(a), 11, 13, 16 and 19 of Table A thereof. The field work was completed on June 29, 2020.

*William P. Price*  
William P. Price  
Registered Professional Land Surveyor No. 3047



ALTA/NSPS LAND TITLE SURVEY  
OF  
22.1559 ACRE TRACT  
JOSHEPH KEMP  
INSTRUMENT NO. 202000181412  
OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS  
SITUATED IN  
J.D. MERCHANT SURVEY, ABSTRACT NO. 850  
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS

TBPS No. 101733-00

SHEET: 2 OF 2

LEGEND

⊞	GAS METER	⊞	FIRE HYDRANT	⊞	MONITORING WELL	⊞	SIGN
⊞	GAS VALVE	⊞	WATER METER	⊞	TRAFFIC SIGNAL POLE	⊞	LIGHT POLE
⊞	TELEPHONE PEDESTAL	⊞	BOLLARD	⊞	TRAFFIC SIGNAL BOX	-X-	TYPICAL FENCE
⊞	POWER POLE	⊞	WATER VALVE	⊞	SWB MAN HOLE	□	CONCRETE
⊞	DOWN GUY	⊞	TRANSFORMER PAD	⊞	GAS LINE MARKER	○	TREE
⊞	S.S. MAN HOLE	⊞	ELECTRIC MANHOLE	⊞	VAULT	⊞	ELECTRIC BOX
⊞	CLEAN OUT	⊞	STORM DRAIN MAN HOLE	⊞	TELEPHONE MANHOLE		

NO.	DATE	REVISION
1.		
2.		
3.		

<b>SURVEY GROUP</b> SURVEYING * CONSULTING * MANAGEMENT		JOB NO:	20-049
		DATE:	June 29, 2020
1475 HERITAGE PKWY., STE 217 MANSFIELD, TEXAS 76063		SCALE:	
		DRAWN BY:	RP
		(817) 354-1445	
		surveygroup@atl.net	



NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION  
BRIAN COOK #17510  
FEBRUARY 24, 2020

SEAGOVILLE MULTI-FAMILY APARTMENT DEVELOPMENT  
225 UNITS

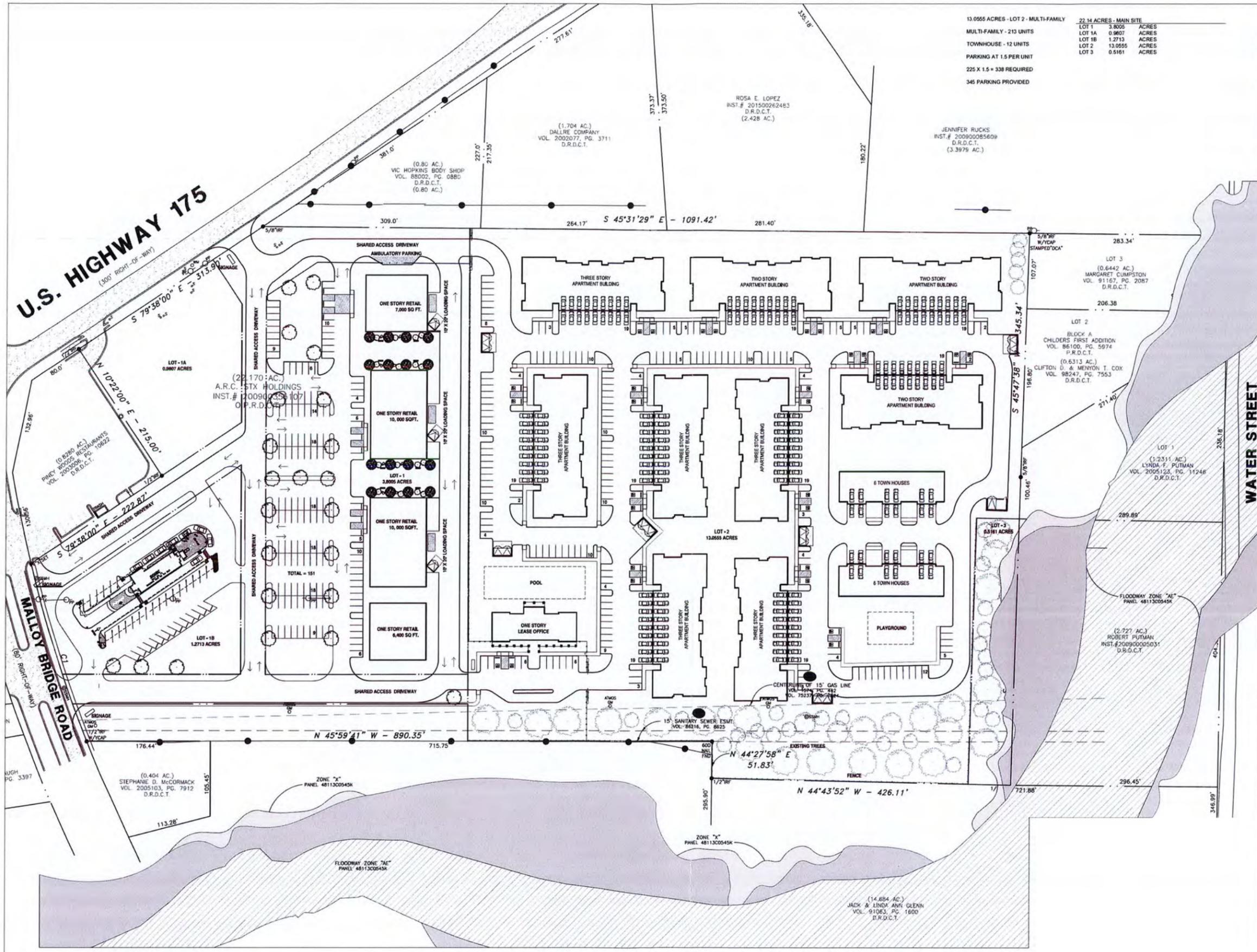
SEAGOVILLE, TEXAS

RGM PROJECT # 19033.00  
DATE ISSUED  
FEBRUARY 24, 2020

REVISIONS		
No.	DATE	DESCRIPTION

SHEET TITLE  
**OVERALL SITE PLAN**

SHEET NUMBER  
**AS100**



13.055 ACRES - LOT 2 - MULTI-FAMILY  
MULTI-FAMILY - 213 UNITS  
TOWNHOUSE - 12 UNITS  
PARKING AT 1.5 PER UNIT  
225 X 1.5 = 338 REQUIRED  
345 PARKING PROVIDED

22.14 ACRES - MAIN SITE  
LOT 1 3.8005 ACRES  
LOT 1A 0.9607 ACRES  
LOT 1B 1.2713 ACRES  
LOT 2 13.0555 ACRES  
LOT 3 0.5161 ACRES

01 OVERALL SITE PLAN  
SCALE: 1" = 50'-0"



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



September 24, 2020

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 Monday, September 28, 2020 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 Z2020-14**

The Seagoville Planning and Zoning Commission will hold a public hearing on Tuesday, October 13, 2020, at 6:30 p.m. in the Council Chambers in City Hall, 702 North U. S. Highway 175; Seagoville, Texas, to consider a request to change the zoning from LM, Light Manufacturing, to PD-20-03 (plan development with a mixture of multi-family residential, office, local retail, and commercial land uses) on approximately 22.17± acres of land in the John D. Merchant Abstract 850 owned by Joseph Kemp, located at 108 South Highway 175, in Seagoville, Dallas County, Texas.

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 Planner Jennifer Bonner at 702 North U.S. Highway 175; Seagoville, TX 75159.

**CITY OF SEAGOVILLE**  
Kandi Jackson  
City Secretary



October 2, 2020

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

**NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING & ZONING COMMISSION  
ZONING CASE Z2020-14**

The Seagoville Planning and Zoning Commission will hold a public hearing on Tuesday, October 13, 2020, at 6:30 p.m. in the Council Chambers in City Hall, 702 North U. S. Highway 175; Seagoville, Texas, to consider a request to change the zoning from LM, Light Manufacturing, to PD-20-03 (planned development with a mixture of multi-family residential, office, local retail, and commercial land uses) on approximately 22.17+ acres of land in the John D. Merchant Abstract 850 owned by Joseph Kemp, located at 108 South Highway 175, in Seagoville, Dallas County, Texas.

Anyone may send a written notice prior to 12:00 noon on the day of the public hearing to City of Seagoville; c/o Planner Jennifer Bonner; 702 North U.S. Highway 175; Seagoville, TX 75159. Individuals may also appear at the public hearing to state their opinions.

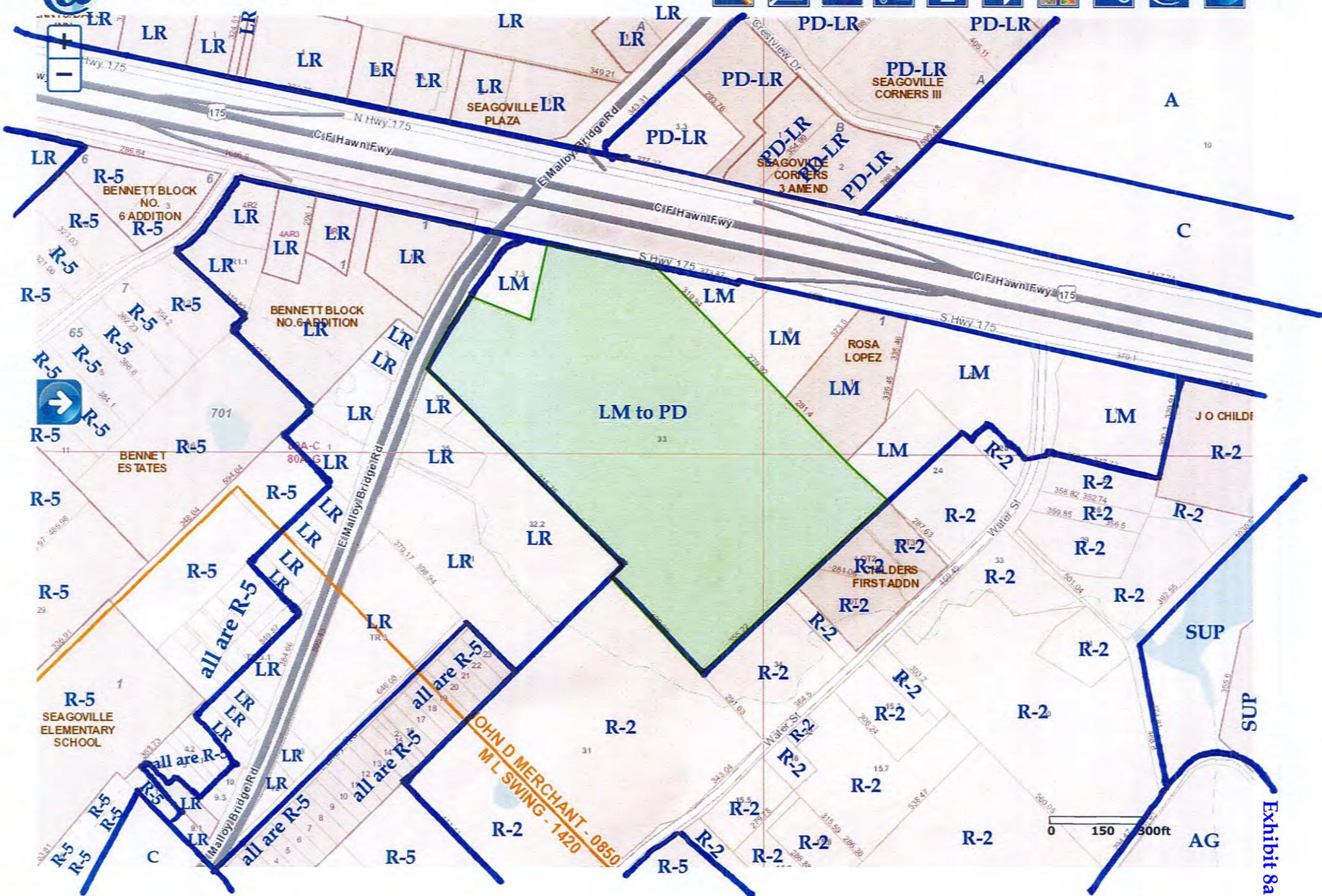
As an adjoining property owner, this is the first opportunity to voice your opinion about this project for the record. The second opportunity will be at the public hearing listed above. This item will also go to City Council for review and final approval. Separate notices for that meeting will be sent after the meeting above.

*Indicate your opinion in this matter by checking the appropriate box below.  
Provide any additional comments that you might have.  
Please sign and provide your name and address below.*

I am in favor of  against  Zoning Request Z2020-14 as it is described herein.

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

Signature(s): \_\_\_\_\_  
Printed Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State & Zip code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_



OFFICE OF COMMISSIONER  
DISTRICT NO. 3



JOHN WILEY PRICE

September 25, 2020

Honorable Patrick Stallings  
City Manger’s Office  
Seagoville City Hall City Manger’s Office  
702 N. Hwy. 175  
Seagoville, TX 75159

Dear City Manager Stallings:

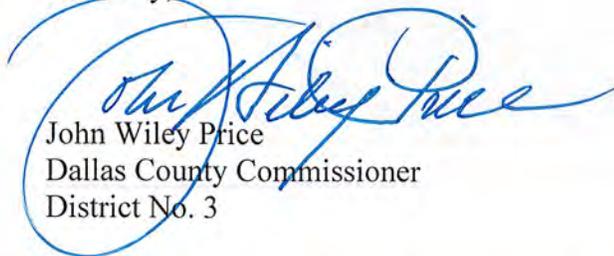
I am writing the City of Seagoville to express my strong support for KKR Construction, LTD’s upcoming “Malloy Bridge Road Apartment and Retail Store Development.” This development, which will include townhomes and amenities not typically found in the southeastern corner of the County, will do much to enhance, strengthen, and build upon the important economic activity that now exists at Malloy Bridge Road/Hwy 175.

We all remember what this area looked like not so many years ago and the shortage of retail opportunities local residents encountered. Today, of course, the situation is much different with a Walmart whose annual sales are *twice* that of the chain’s national average, an Ace Hardware, a Walgreens, and a Starbucks. However, we also know that just because this exists today, there is no guarantee that it will be there tomorrow.

I believe in Seagoville and the Malloy Bridge Road/Hwy 175 area. That is why the County assisted with the widening of Malloy Bridge Road which helped persuade Walmart to locate its store there. I now believe that the “Malloy Bridge Road Apartment and Retail Store Development” provides the area with the opportunity to help ensure that this activity *can* continue and at an even higher economic level, and I would encourage the City to likewise support this project.

I look forward to discussing this project with you further.

Sincerely,



John Wiley Price  
Dallas County Commissioner  
District No. 3

**Property Owner List for PD-20-03**  
**ZONING REQUEST Z2020-14 Create Plan Development**

**Exhibit 9**

Mailed out a total of 24 letters on Friday, October 2, 2020, before 10:00 AM

Subject or adjoinder?	Site Address	DCAD acc't	Owner	Mailing Address	City	State	Zip
Subject	108 South Highway 175	65085008110330000	Joe Kemp	1015 North Duncanville	Duncanville	TX	75116
Adjoinder	601 Water Street	65085008210090000	Jennifer Rucks	601 Water Street	Seagoville	TX	75159
Adjoinder	304 South Highway 175	65085008210250000	Stanley & Wanda Hopkins	265 North F.M 1389	Combine	TX	75159
Adjoinder	304 South Highway 175	50041650010010000	Rosa E. Lopez	8008 Rosemont Road	Dallas	TX	75217
Adjoinder	210 South Highway 175	65085008210080000	Dallre Company	775 R.S. Country Road 3346	Emory	TX	75440
Adjoinder	204 South Highway 175	65085008110210000	Vic Hopkins Body Shop Inc.	204 South Highway 175	Seagoville	TX	75159
Adjoinder	550 East Malloy Bridge Road	65085008110070300	Metroplex MultiFoods Inc.	101 East Cherokee Street	Jacksonville	TX	75766
Adjoinder	531 East Malloy Bridge Road	500240000101R0000	Big Diamond Inc.	1 Valero Way	San Antonio	TX	78249
Adjoinder	205 North Highway 175	50024000004R10000	Don W. Reynolds	1194 Cedar Lane	Kaufman	TX	75142
Adjoinder	407 East Malloy Bridge Road	65085008110040000	Areon Wilson	407 West Malloy Bridge Road	Seagoville	TX	75159
Adjoinder	405 East Malloy Bridge Road	65085008110030000	Jerry Waugh	1228 Lakeshore Drive	Mesquite	TX	75149
Adjoinder	401 East Malloy Bridge Road	65085008110020000	Oscar Buezo	208 North 2nd Street	Crandall	TX	75114
Adjoinder	402 East Malloy Bridge Road	65085008110320000	Stephanie D. McCormack	338 East Malloy Bridge Road	Seagoville	TX	75159
Adjoinder	400 East Malloy Bridge Road	65085008110350000	Robert & Raylene Sims	400 East Malloy Bridge Road	Seagoville	TX	75159
Adjoinder	340 East Malloy Bridge Road	65085008110320200	Robert & Raylene Sims	400 East Malloy Bridge Road	Seagoville	TX	75159
Adjoinder	338 East Malloy Bridge Road	65085008110320100	Stephanie D. McCormack	338 East Malloy Bridge Road	Seagoville	TX	75159
Adjoinder	211 Water Street	65085008110310000	Jack & Linda Ann Glenn	1690 Easy Street	Seagoville	TX	75159
Adjoinder	417 Water Street	65085008110340000	Robert Putman	728 Quinette Drive	Seagoville	TX	75159
Adjoinder	521 Water Street	500097000A0010000	Lynda F. Putman	521 Water Street	Seagoville	TX	75159
Adjoinder	523 Water Street	500097000A0020000	Clifton D. & Menton T. Cox	523 Water Street	Seagoville	TX	75159
Adjoinder	525 Water Street	500097000A0030000	Margaret Cumpston	525 Water Street	Seagoville	TX	75159
Adjoinder							
Adjoinder							

**Exhibit 9**

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

**Meeting Date: November 16, 2020**

### **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 Light Manufacturing (LM) to Planned Development with mix uses for Multi-Family Residential, Office, Local Retail and Commercial (PD-20-03) with stated permitted and prohibited uses therein for approximately 22.17± acres located in the John D Merchant Abstract 850, commonly known as 108 South Highway 175, in the City of 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 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. It is located on the southeast corner of the intersection of East Malloy Bridge Road and Highway 175.

Joseph Kemp, property owner and partner in KRR Malloy Bridge Development LLC, is requesting a zoning change for (vacant) land zoned LM (Light Manufacturing) to a planned development with a mixture of base zonings. The proposed development regulations include:

- Development in accordance with a submitted (to be approved by City Council) concept plan
- 3-lot subdivision with:
  - Lot 1 will:
    - Be approximately 8.5+/- acres
    - Be directly accessible from both East Malloy Bridge Road and the Highway 175 frontage road
    - Be limited to certain listed permitted Office, Local Retail, and Commercial land uses
    - Have specific prohibited land uses
  - Lot 2 will:
    - Be approximately 13+/- acres
    - Be accessible only through Lot 1 by either a parking lot drive aisle, dedicated fire apparatus access road, or dedicated access easement
    - Be limited to certain listed permitted multi-family land uses: Apartments, Townhouses, Clubhouse (with amenities), and walking trail system
    - Allow a maximum 45-foot height of each structure
    - Allow a maximum of 12 (twelve) townhouse buildings

- Allow a maximum number of 6 (six) townhouse dwelling units per building
- Have a minimum living area of each apartment dwelling unit of 650 (six hundred fifty) square feet
- Have a maximum living area of each apartment dwelling unit of 1700 (seventeen hundred) square feet
- Have a clubhouse with limited hours of availability to tenants for:
  - ❖ Laundry
  - ❖ Complex office
  - ❖ Swimming pool
  - ❖ Business center
  - ❖ Exercise room
- Have signage meeting all city codes
- Have parking total to meet all city codes, but limited to a maximum of 80 covered parking spaces
- Lot 2A will:
  - Be approximately 0.6+/- acres
  - Limit land uses to development required stormwater and drainage facilities

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.

A legal ad was published per the Texas Local Government Code in the Monday, September 28, 2020 edition of the Daily Commercial Record newspaper. Including the parcel in question, there are twenty-four (24) properties plus part of one (1) public street, a U.S. Highway, and its eastbound frontage road within 200-feet of the boundary of the subject parcel. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Friday, October 2, 2020. No (zero) letters were returned as undeliverable by the U.S. Postal Service. One (1) letter was returned in favor of the request for a Dallas County Commissioner. One (1) neighbor returned a response to both Planner Bonner and Mayor Childress against the request. Another neighbor returned a written response against the request with specific questions. One (1) owner of an adjoining commercial property asked several questions at the Planning and Zoning Commission meeting, and returned her response in favor of the request. One (1) neighbor spoke against the planned visibility from his property onto the development (not against the request itself) at the Planning and Zoning Commission meeting, and did not provide a written response.

For the City Council meeting, a legal ad was published again per the Texas Local Government Code in the Friday, October 23, 2020, edition of the Daily Commercial Record newspaper. The owners of each parcel were again notified in compliance with the 200-foot rule by mail on Thursday, October 29, 2020. As of the date of this report, Monday, November 9, 2020, no (zero) additional letters were returned as undeliverable by the U.S. Postal Service and no (zero) additional written responses have been received. Staff will make the Council members aware of any additional responses received at their meeting.

**FINANCIAL IMPACT:**

Not applicable

## **RECOMMENDATION:**

On October 13<sup>th</sup>, the Planning and Zoning Commission voted six (6) to zero (0) in favor of recommending approval with conditions on the request to change the zoning from LM, Light Manufacturing, to PD-20-03 (plan development with a mixture of multi-family residential, office, local retail, and commercial land uses) on approximately 22.17± acres of land in the John D. Merchant Abstract 850 owned by Joseph Kemp, located at 108 South Highway 175, in Seagoville, Dallas County, Texas. The conditions of approval were:

- Construction of 5-foot wide sidewalk along East Malloy Bridge Road within a dedicated public sidewalk easement to be maintained by the City of Seagoville.
- Construction of 5-foot wide sidewalk along the highway frontage road outside the highway's right-of-way to be maintained by the development's owner.
- All interior sidewalks to be at least 3-foot wide and be built as each lot develops.
- Construction of 24-foot wide concrete fire lanes as each lot develops.
- Maximum structure height of 30- feet on Lot 1 and 45-feet on Lot 2.
- All screening walls to be masonry and at least 6-feet tall.

Staff supports the requested change with the listed conditions of approval. Conditions 3, 4, and 6 above are code requirements. Condition 5 comes from the applicant's requested development regulations.

## **EXHIBIT:**

1. Ordinance (6 pages)

**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 LIGHT MANUFACTURING (LM) TO PLANNED DEVELOPMENT WITH MIX USES FOR MULTI-FAMILY RESIDENTIAL, OFFICE, LOCAL RETAIL AND COMMERCIAL (PD-20-03) WITH STATED PERMITTED AND PROHIBITED USES THEREIN FOR APPROXIMATELY 22.17± ACRES LOCATED IN THE JOHN D MERCHANT ABSTRACT 850, COMMONLY KNOWN AS 108 SOUTH HIGHWAY 175, IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING LEGALLY DESCRIBED AND DEPICTED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE APPROVAL OF 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 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. Z2020-14 (PD 20-03) should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, duly passed by the governing body of the City of Seagoville, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning from Light Manufacturing (LM) to Planned Development with mixed uses for Multi-Family

Residential, Office, Local Retail and Commercial with stated permitted and prohibited uses as stated herein (PD-20-03) for approximately 22.17± acres located in the John D Merchant Abstract 850, commonly known as 108 South Highway 175, in the City of Seagoville, Dallas County, Texas, and being legally described and depicted in Exhibit “A”, attached hereto and incorporated herein.

**SECTION 2.** 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 further amended herein below as follows:

Lot 1 (approx. 8.5 acres) - Permitted Uses:

- Animal Shelter or Clinic
- Auto Part Retail Sales
- Business School
- Car Wash
- Commercial Amusement (inside)
- Convenience Store
- Dry Cleaners or Laundry Service
- Furniture Store
- General Merchandise or Food Store
- Household Equipment and Appliance Store
- Nursery, Garden, and Plant Store
- Restaurant (with or without drive through)

Lot 2 (approx.. 13.0 acres) - Permitted Uses:

- Apartment Buildings
- Townhome Buildings
- Accessory Uses: Clubhouse with amenities
- Walking Trail System

Lot 2A (approx. 0.6 acres) - Permitted Uses:

- Stormwater facilities
- Drainage facilities

Any use not listed above as a Permitted Use is a prohibited use.

**SECTION 3.** The property shall be developed in accordance with the City of Seagoville Zoning Ordinance and Construction Standards, except as amended herein, and the following development regulations:

- A. Development in accordance with the approved site plan
- B. Apartment Buildings not to exceed Twelve (12) including Townhome Buildings
- C. Apartment Dwelling Units - minimum of 650SF and maximum of 1,700 SF

- D. Townhomes and Townhome clusters - up to six (6) dwelling units per building
- E. Accessory Uses - Multi-use Clubhouse Building (for tenant use only)
- F. Clubhouse Building -Limited Hours Laundry Facility
- G. Clubhouse Building - Limited Hours swimming pool 6 feet and under
- H. Clubhouse Building - Limited Hours Exercise room
- I. Clubhouse Building will have limited hours of availability to tenants for Office and Business Center
- J. Signs must comply with City of Seagoville sign ordinances including height limits
- K. Number of Parking Lot spaces Uncovered to comply with City of Seagoville ordinances
- L. Number of Covered Parking Lot spaces not to exceed 80 spaces
- M. Walking Trail to be installed per approved plan submission to City of Seagoville
- N. Structure height on Lot 1 shall not exceed thirty (30') feet
- O. Structure height on Lot 2 shall not exceed forty-five (45') feet
- P. Parking shall be provided at a ratio of 1.5 spaces per multifamily unit
- Q. Five (5') foot sidewalk shall be constructed along East Malloy Bridge Road within a dedicated public sidewalk easement to be maintained by the City
- R. Five (5') foot sidewalk shall be constructed along the U.S. Highway 175 Frontage Road outside the Highway's right-of-way to be maintained by the development's owner
- S. All interior sidewalks to be at least three (3') foot wide and be built as each lot develops
- T. Construction of a twenty-four (24') foot wide concrete fire lane as each lot develops
- U. All screening walls to be masonry and at least six (6') feet tall

**SECTION 4.** The property shall be developed and used only in accordance with the site plan attached as Exhibit "B" and incorporated herein for all purposes, which is hereby approved.

**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 \_\_\_ day of November 2020.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
VICTORIA THOMAS, CITY ATTORNEY  
(111020vwtTM119056)

# EXHIBIT "A" PROPERTY

Exhibit 6c

This is to certify that I have, this date, made on the ground survey of the property located on 001 East Las Colinas Boulevard in the City of Richardson, Dallas County, Texas, described as follows:

STATE OF TEXAS -  
COUNTY OF DALLAS -

**TRACT 1:**

BEING ALL THAT CERTAIN TRACT OR PARCELS OF LAND SITUATED IN THE J.D. MERCHANT SURVEY, ABSTRACT NO. 803, IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING ALL OF THAT CERTAIN TRACTS OF LAND CONVEYED TO JOSEPH KEMP BY DEED RECORDED IN INSTRUMENT NO. 20200018142, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD FOUND FOR CORNER IN THE SOUTH BOUNDARY OF U.S. HIGHWAY NO. 175 SENAE ROAD (A 300' BOND), SAID IRON ROD BEING AT THE MOST NORTHERLY NORTHWEST CORNER OF SAID JOSEPH KEMP TRACT AND ALSO THE NORTHWEST CORNER OF A TRACT OF LAND CONVEYED TO HENRY WOODS RESTAURANT BY DEED RECORDED IN VOLUME 200166, PAGE 882, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 09° 30' 00" EAST AND FOLLOWING ALONG THE SOUTHWEST LINE OF U.S. HIGHWAY NO. 175 SURFACE ROAD AND THE NORTHERLY LINE OF SAID JOSEPH KEMP TRACT FOR A DISTANCE OF 111.80 FEET TO A 1/2" IRON ROD FOUND WITH YELLOW CAP MARKED "KOP" FOR CORNER IN THE SOUTHWEST LINE OF A TRACT OF LAND CONVEYED TO HENRIER BLUES BY DEED AS RECORDED, REINSTATEMENT NO. 202000008, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, SAID IRON ROD BEING AT THE EAST CORNER OF A 1/2" IRON ROD FOUND TRACT AND THE NORTH CORNER OF LOT 5, BLOCK 6, CHILDS FIRST ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 8608, PAGE 5918, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 07° 31' 30" EAST AND FOLLOWING ALONG THE NORTHEAST LINE OF JOSEPH KEMP TRACT AND THE SOUTHWEST LINE OF SAID LOT 5, BLOCK 6, CHILDS FIRST ADDITION, A DISTANCE OF 145.11 FEET TO A 1/2" IRON ROD FOUND FOR ANGLE POINT IN THE SOUTHWEST LINE OF LOT 1, BLOCK 4 OF SAID CHILDS FIRST ADDITION;

THENCE SOUTH 45° 30' 00" WEST AND FOLLOWING ALONG THE SOUTHWEST LINE OF JOSEPH KEMP TRACT AND THE NORTHWEST LINE OF SAID LOT 1, BLOCK 4 OF SAID CHILDS FIRST ADDITION, A DISTANCE OF 349.35 FEET TO A POINT FOR CORNER AT THE WEST CORNER OF SAID LOT 1, CONTINUING ALONG THE SOUTHWEST LINE OF SAID CHILDS FIRST ADDITION, A TOTAL DISTANCE OF 438.35 FEET TO A 1/2" IRON ROD FOUND FOR CORNER IN THE NORTHEAST LINE OF A TRACT OF LAND CONVEYED TO JACK AND LINDA ANN GIBBS BY DEED RECORDED IN VOLUME 8168, PAGE 888, DEED RECORDS, DALLAS COUNTY, TEXAS, SAID IRON ROD ALSO BEING AT THE SOUTH CORNER OF SAID JOSEPH KEMP TRACT AND THE WEST CORNER OF SAID MARIETH TRACT;

THENCE NORTH 44° 41' 00" WEST AND FOLLOWING ALONG THE SOUTHWEST LINE OF JOSEPH KEMP TRACT AND THE NORTHEAST LINE OF SAID MARIETH TRACT, A DISTANCE OF 422.67 FEET TO A 1/2" IRON ROD FOUND FOR CORNER IN THE SOUTHWEST LINE OF A TRACT OF LAND CONVEYED TO HENRY AND KATHYNE SIMS BY DEED AS RECORDED IN VOLUME 200166, PAGE 882, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE NORTH 44° 21' 30" EAST AND FOLLOWING ALONG THE SOUTHWEST LINE OF SAID SIMS TRACT FOR A DISTANCE OF 53.89 FEET TO A 800 MIL. SET FOR CORNER AT THE EAST CORNER OF SAID SIMS TRACT;

THENCE NORTH 45° 02' 41" WEST AND FOLLOWING ALONG THE SOUTHWEST LINE OF JOSEPH KEMP TRACT AND THE NORTHEAST LINE OF SAID SIMS TRACT FOR A DISTANCE OF 499.35 FEET TO A 1/2" IRON ROD FOUND WITH YELLOW PLASTIC CAP FOR CORNER IN THE EASTERN BOUNDARY OF SAID JOSEPH KEMP TRACT AND BEING AT THE WEST CORNER OF SAID JOSEPH KEMP TRACT AND THE NORTH CORNER OF A TRACT OF LAND CONVEYED TO CUSTIN M. G. MCCORMACK BY DEED AS RECORDED IN VOLUME 200166, PAGE 762, DEED RECORDS, DALLAS COUNTY, TEXAS, SAID IRON ROD ALSO BEING IN A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 80° 58' 20" WITH A RADIUS OF 100.00 FEET AND A CHORD BEARING NORTH 00° 17' 21" AT A DISTANCE OF 80.34 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT AND ALONG THE EASTERN BOUNDARY OF SAID JOSEPH KEMP TRACT FOR AN ARC DISTANCE OF 383.87 FEET TO AN "X" SET AT THE SOUTHWEST CORNER OF SAID HENRY WOODS RESTAURANT TRACT;

THENCE SOUTH 70° 30' 00" EAST, ALONG THE COMMON LINE OF JOSEPH KEMP TRACT AND SAID HENRY WOODS RESTAURANT TRACT FOR A DISTANCE OF 222.67 FEET TO A 1/2" IRON ROD FOUND FOR CORNER AT THE SOUTHWEST CORNER OF SAID HENRY WOODS RESTAURANT TRACT;

THENCE NORTH 07° 22' 00" EAST, CONTINUING ALONG SAID COMMON LINE FOR A DISTANCE OF 215.80 FEET TO THE PLACE OF BEGINNING AND CONTAINING 863.18 SQUARE FEET OR 22.1559 ACRES OF (COMPACT) LAND.

This survey was performed in connection with the transaction described in GF No. 1703213.00029 and with an effective date of September 6, 2017 and as of the date of September 18, 2017 of FIDELITY NATIONAL TITLE INSURANCE COMPANY. USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERWRITERS IS NOT RESPONSIBLE TO OTHERS FOR ANY LOSS RESULTING THEREFROM.

1.00. SUBJECT TO TERMS, CONDITIONS AND STIPULATIONS OF THAT CERTAIN EASEMENT AGREEMENT BY AND BETWEEN INWOOD NATIONAL BANK AND MARYFORD PROPERTIES, INC. DATED AUGUST 6, 1982, FILED AUGUST 1, 1982, RECORDED IN VOLUME 8214, PAGE 380, DEED RECORDS, DALLAS COUNTY, TEXAS.

1.01. EASEMENT DATED AUGUST 25, 1926, FILED SEPTEMBER 16, 1926, EXECUTED BY O. GIBSON TO ONE STAR GAS COMPANY, RECORDED IN VOLUME 1574, PAGE 442, DEED RECORDS OF DALLAS COUNTY, TEXAS, PARTIALLY RELEASED BY INSTRUMENT RECORDED IN VOLUME 73207, PAGE 1028, DEED RECORDS OF DALLAS COUNTY, TEXAS, SURVEYORS NOTE LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY.

1.02. EASEMENT DATED OCTOBER 24, 1926, FILED NOVEMBER 8, 1926, EXECUTED BY HANCOCK-WILLIAMS LAND INVESTMENTS TO CITY OF SEAGOVILLE, RECORDED IN VOLUME 8216, PAGE 805, DEED RECORDS OF DALLAS COUNTY, TEXAS (SURVEYORS NOTE LOCATED ON SUBJECT PROPERTY, AS SHOWN ON SURVEY).

1.03. INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS AND ALL RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT DATED JUNE 4, 2007, FILED JUNE 6, 2007, UNDER INSTRUMENT NO. 2007001650, OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, REFERENCE TO WHICH INSTRUMENT HEREBY MADE FOR PARTICULARS, NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THEIR INTERESTS (EXCEPTED BY THIS INSTRUMENT), AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDERS OF SUCH INTERESTS. SAID DEED IS INCORPORATED BUT IS NOT LIMITED TO THE FOLLOWING GRANTOR OR RECALL OF ITSELF AND ITS SUCCESSORS AND ASSIGNORS HEREBY WAIVES, RELEASES, RELINQUISHES AND SURRENDERS FORTHEAFTER GRANTED, ITS SUCCESSORS AND ASSIGNORS, ANY AND ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO THE SURFACE AND SUBSURFACE RIGHTS APART FROM SAID MINERAL, OIL, GAS AND INTEREST PERTAINING TO THE PROPERTY, INCLUDING WAIVER TO THE RIGHT TO USE THE SURFACE OF THE PROPERTY (OR ITS SUCCESSORS AND ASSIGNS) TO AND FROM THE PROPERTY, AND/OR IN CONNECTION, DEVELOPMENT AND/OR PRODUCTION OF THE MINERAL, OIL, GAS AND INTEREST (EXCEPTED BY THIS INSTRUMENT) AND/OR TRANSPORTATION OF ANY MINERALS PRODUCED FROM THE PROPERTY.

1.04. INTEREST IN AND TO ALL COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, AND ALL RIGHTS INCIDENT THERETO, CONTAINED IN INSTRUMENT DATED DECEMBER 16, 2008, FILED DECEMBER 21, 2008, UNDER INSTRUMENT NO. 2008001650, OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS, REFERENCE TO WHICH INSTRUMENT IS HEREBY MADE FOR PARTICULARS, NO FURTHER SEARCH OF TITLE HAS BEEN MADE AS TO THEIR INTERESTS (EXCEPTED BY THIS INSTRUMENT), AND THE COMPANY MAKES NO REPRESENTATION AS TO THE OWNERSHIP OR HOLDERS OF SUCH INTERESTS. SAID DEED IS INCORPORATED BUT IS NOT LIMITED TO THE FOLLOWING GRANTOR OR RECALL OF ITSELF AND ITS SUCCESSORS AND ASSIGNORS HEREBY WAIVES, RELEASES, RELINQUISHES AND SURRENDERS FORTHEAFTER GRANTED, ITS SUCCESSORS AND ASSIGNORS, ANY AND ALL OF GRANTOR'S RIGHT, TITLE AND INTEREST IN AND TO THE SURFACE AND SUBSURFACE RIGHTS APART FROM SAID MINERAL, OIL, GAS AND INTEREST PERTAINING TO THE PROPERTY, INCLUDING WAIVER TO THE RIGHT TO USE THE SURFACE OF THE PROPERTY (OR ITS SUCCESSORS AND ASSIGNS) TO AND FROM THE PROPERTY, AND/OR IN CONNECTION, DEVELOPMENT AND/OR PRODUCTION OF THE MINERAL, OIL, GAS AND INTEREST (EXCEPTED BY THIS INSTRUMENT) AND/OR TRANSPORTATION OF ANY MINERALS PRODUCED FROM THE PROPERTY.

**NOTES:**

- 1. 800' - Iron Rod Found
- 2. 800.00 - Iron Rod Set
- 3. South of Survey
- 4. C.M. - CONTROLLING INSTRUMENT

**FLOOD CERTIFICATE:**

As determined by the FLOOD INSURANCE RATE MAPS for Dallas County, Texas, the subject property does not lie within a Special Flood Hazard Area (100 Year Flood), Map date 07-07-2014 Community Panel No. 4811303458, subject to its location in Zone X below areas, ZONE "X" (OTHER AREAS) IS DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN."

If this site is not within an identified flood hazard area, the Flood Statement does not imply that the property and/or its contents thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. The Flood Statement shall not create liability on the part of the Surveyor.

TO: JOSEPH KEMP, AND FIDELITY NATIONAL TITLE INSURANCE COMPANY

This is to certify that this map or plan and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, duly modified and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5(a), 6(a), 7(a), 8, 9, 10(a), 11, 12 and 13 of Table A thereof. The field work was completed on June 20, 2020.

*William P. Price*  
William P. Price  
Registered Professional Land Surveyor No. 2047



ALTANSPS LAND TITLE SURVEY  
OF  
22.1559 ACRE TRACT  
JOSEPH KEMP  
INSTRUMENT NO. 20200018142  
OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS  
SITUATED IN  
J.D. MERCHANT SURVEY, ABSTRACT NO. 850  
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS

TBPS No. 101733-00

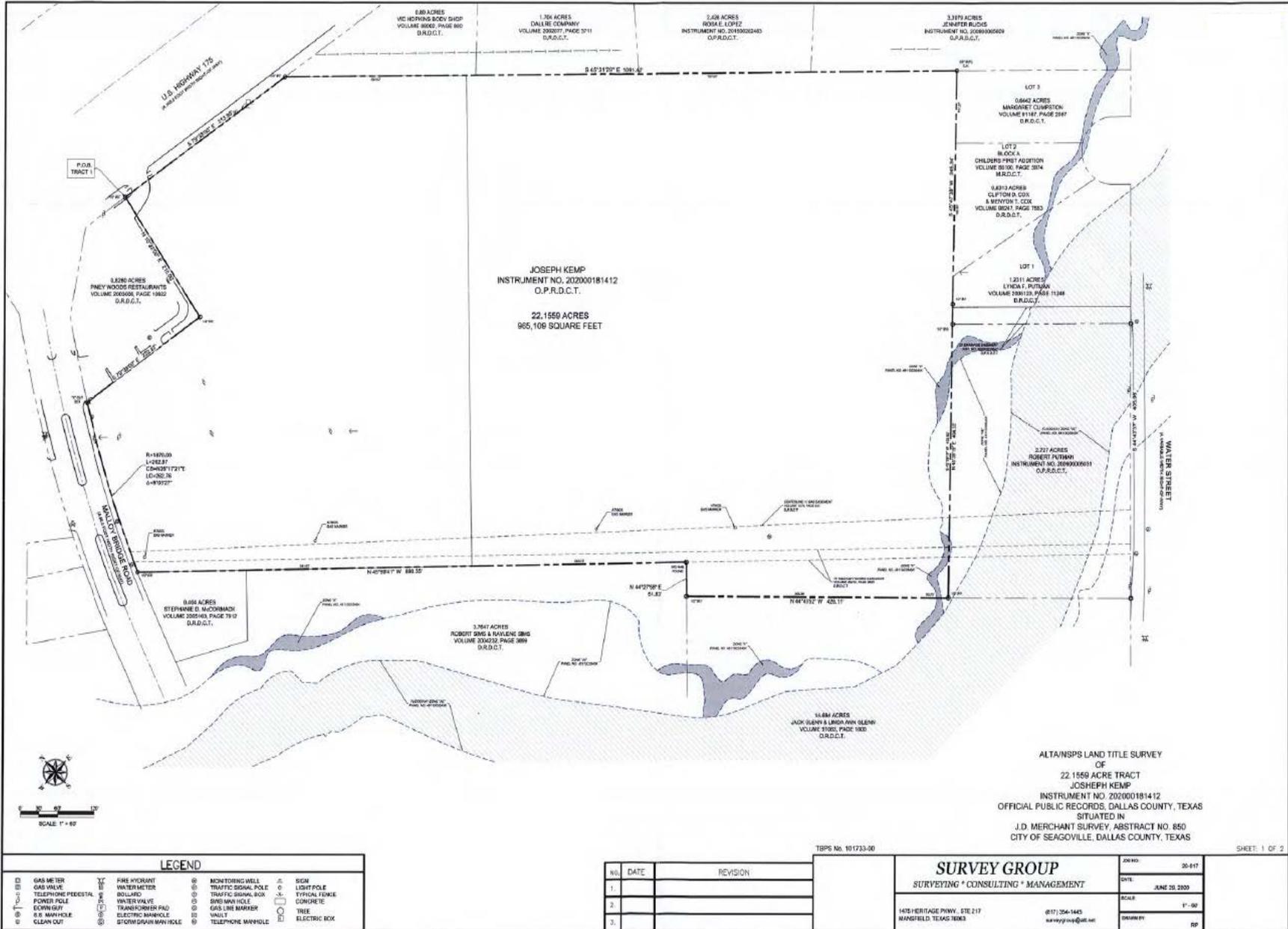
SHEET: 2 OF 2

LEGEND			
☐	GAS METER	⊕	FIRE HYDRANT
⊕	GAS VALVE	⊕	WATER METER
⊕	TELEPHONE PEDESTAL	⊕	BOLLARD
⊕	POWER POLE	⊕	WATER VALVE
⊕	DOWN GUT	⊕	TRANSFORMER PAD
⊕	S.E. MARKER	⊕	ELECTRIC MARKER
⊕	CLEAN CUT	⊕	STORM DRAIN MAN HOLE
⊕		⊕	TELEPHONE MARKER
⊕		⊕	MONITORING WELL
⊕		⊕	TRAFFIC SIGNAL POLE
⊕		⊕	TRAFFIC SIGNAL BOX
⊕		⊕	IRON MAN HOLE
⊕		⊕	GAS LINE MARKER
⊕		⊕	VAULT
⊕		⊕	TRIE
⊕		⊕	ELECTRIC BOX

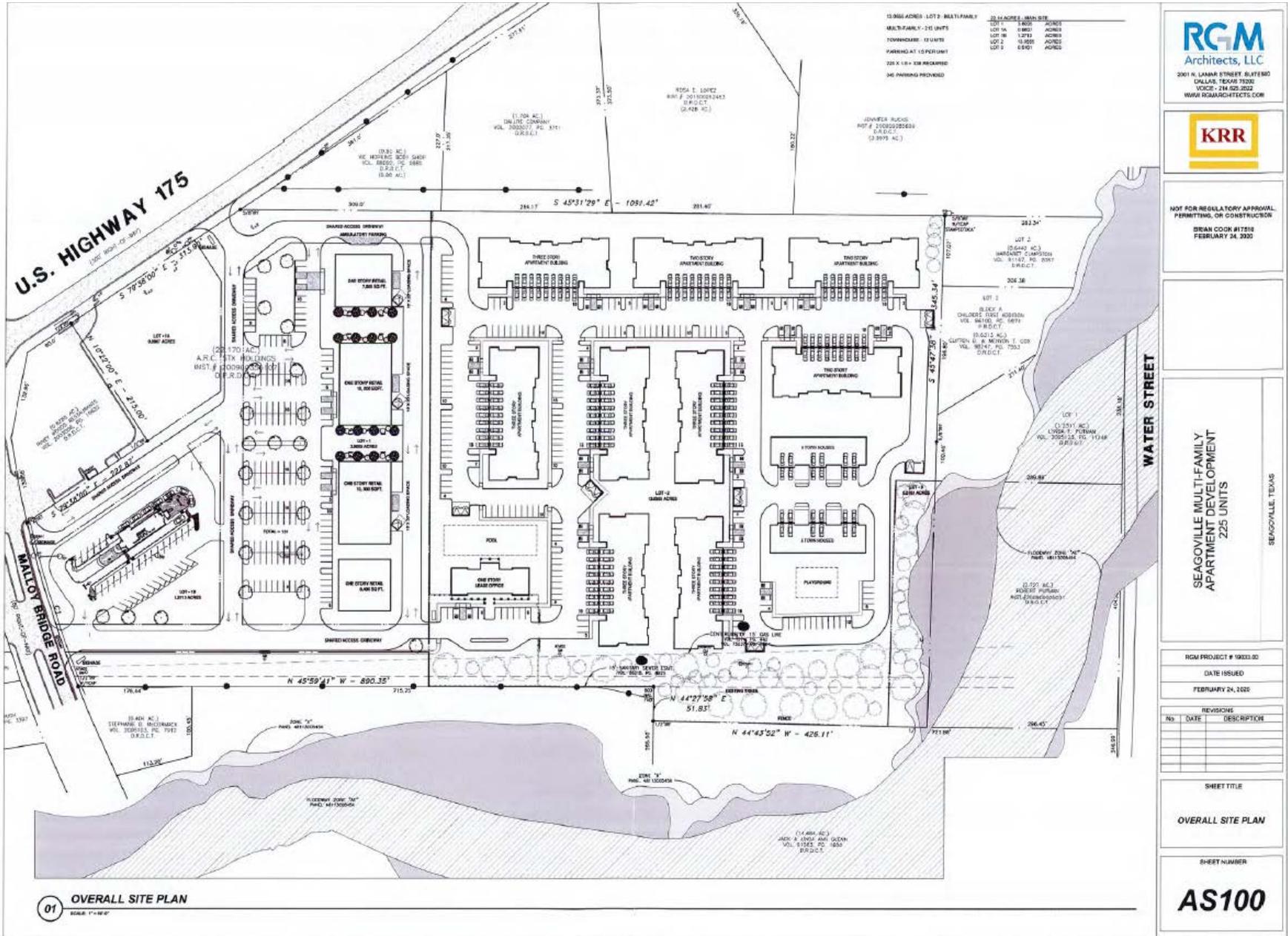
NO.	DATE	REVISION
1.		
2.		
3.		

SURVEY GROUP		ASS'NO:
SURVEYING • CONSULTING • MANAGEMENT		20480
		DATE: June 23, 2020
		SCALE:
1475 HERITAGE PKWY., STE 217 MANSFIELD, TEXAS 76063		PHONE: (817) 254-1445 WWW: ssgroup@sg.net
		DRAWN BY: RP

# EXHIBIT "A" PROPERTY



# EXHIBIT "B" SITE PLAN



**RGM**  
Architects, LLC  
2001 N. LAMAR STREET, SUITE 800  
DALLAS, TEXAS 75201  
VOICE: 214.825.3522  
WWW.RGMARCHITECTS.COM



NOT FOR REGULATORY APPROVAL,  
PERMITTING, OR CONSTRUCTION  
DREAN COOK #1716  
FEBRUARY 24, 2022

SEAGOVILLE MULTI-FAMILY  
APARTMENT DEVELOPMENT  
225 UNITS

SEAGOVILLE, TEXAS

RGM PROJECT # 19033.00

DATE ISSUED

FEBRUARY 24, 2022

REVISIONS

No.	DATE	DESCRIPTION

SHEET TITLE

OVERALL SITE PLAN

SHEET NUMBER

**AS100**

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

**Meeting Date: November 16, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to perform repair work on Cain Street, in its entirety, in an amount not to exceed One Hundred Seventy-Two Thousand Seven Hundred Ninety-One Dollars and Fifty Cents (\$172,791.50) as set forth in Exhibit A, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

### **BACKGROUND OF ISSUE:**

On November 18, 2019 the City of Seagoville awarded a Unit Price Contract for Asphalt Repair to Anderson Asphalt & Concrete Paving. The contract is for the repair of Cain Street, in its entirety. A new asphalt street will be laid providing our citizens a safe way to travel.

### **FINANCIAL IMPACT:**

\$172,791.50

### **RECOMMENDATION:**

City Staff recommends approval.

### **EXHIBITS:**

Resolution (2 Pages)

Exhibit A

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS  
RESOLUTION NO. \_\_-R-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING ANDERSON ASPHALT & CONCRETE PAVING TO PERFORM REPAIR WORK ON CAIN STREET, IN ITS ENTIRETY, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-TWO THOUSAND SEVEN HUNDRED NINETY-ONE DOLLARS AND FIFTY CENTS (\$172,791.50) AS SET FORTH IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on or about November 18, 2019 the City of Seagoville awarded a Unit Price Contract for Asphalt Repair ("Contract") to Anderson Asphalt & Concrete Paving; and

**WHEREAS**, pursuant to said Contract, Anderson Asphalt & Concrete Paving submitted a quote in the amount of \$172,791.50 for the repair of Cain Street, in its entirety, a copy of which is attached as Exhibit A; and

**WHEREAS**, the City Council for the City of Seagoville, Texas has reviewed the price quote and has determined it to be in the best interest of the City to authorize the City Manager to execute any documents necessary to authorize Anderson Asphalt & Concrete Paving to repair Cain Street as set forth in Exhibit A;

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

**SECTION 1.** The City Council hereby authorizes Anderson Asphalt & Concrete Paving to perform the work on Cain Street, in its entirety, in an amount not to Exceed One Hundred Seventy-Two Thousand Seven Hundred Ninety-One Dollars and fifty cents (\$172,791.50), as set forth in Exhibit A, attached hereto and incorporated herein; and, the City Manager is authorized to execute any documents necessary for the work to be performed.

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

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this the 16<sup>th</sup> day of November, 2020.

**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 11.02.2020)

**EXHIBIT "A"**  
**[Anderson Asphalt & Concrete Paving – Quote for Repair of  
Cain Street in Its Entirety]**

<b>Anderson Asphalt &amp; Concrete Paving</b>		<b>City of Seagoville Maintenance Contract</b>			
October 14, 2020		CAIN STREET			
	DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL
1	Mobilization	1	LS	5,000.00	5,000.00
2	Cement treated base (6" Thick) using 30LB/SY	42,350	SF	1.10	46,585.00
3	Prime Coat	42,350	SF	0.10	4,235.00
4	Hot Mix Asphalt Pavement (2.5" Thick), Type B	40,425	SF	1.60	64,680.00
5	Hot Mix Asphalt Pavement (1.5" Thick), Type D	40,425	SF	1.10	44,467.50
6	Backfill Pavement Edges	2,520	LF	1.20	3,024.00
7	Traffic Control (BASED ON ROAD CLOSURE TO THRU TRAFFIC)	10	DAYS	400.00	4,000.00
8	Manhole Adjustment	1	EA	800.00	800.00
			<b>TOTAL</b>		<b>172,791.50</b>

Signature of Approval

Ladis Barr

Date

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

**Meeting Date: November 16, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving the Christmas Tree Lighting to be held on Thursday, December 3, 2020 at C.O. Bruce Central Park.

### **BACKGROUND OF ISSUE:**

Each year City Staff holds the Annual Christmas Tree Lighting Event at C.O. Bruce Central Park with participation from the schools, Santa, and including other festivities. Due to the pandemic the schools will not be participating, Santa will not be able to make his trip from the North Pole, and the other festivities are not possible. Staff is recommending a modest Christmas Tree Lighting without festivities this year for safety reasons.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

City Staff recommends approval.

### **EXHIBITS:**

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

**Meeting Date: November 16, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving the gathering of 10 or more people for the upcoming Movie in The Park Event to be held on Saturday, December 12, 2020.

### **BACKGROUND OF ISSUE:**

On July 2, 2020 the Governor of the State of Texas issued a Proclamation amending Executive Order GA-28 by providing that for any outdoor gathering in excess of 10 people. The gathering is prohibited unless the Mayor of the City in which the gathering is held approves the gathering, and such approval can be made subject to certain conditions or restrictions not consistent with Executive Order GA-28.

The approval for the gathering will be for the Movie in The Park Event which will be held on Saturday, December 12, 2020 the movie that will be showed is titled “The Grinch”.

The Grinch is rated PG. Below is the brief review for the movie:

“The Grinch and his loyal dog, Max, live a solitary existence inside a cave on Mount Crumpet. His main source of aggravation comes during Christmas time when his neighbors in Whoville celebrate the holidays with a bang. When the Whos decide to make Christmas bigger and brighter, the disgruntled Grinch realizes there is one way to gain peace and quiet. With help from Max, the green grump hatches a scheme to pose as Santa Claus, steal Christmas and silence the Whos' holiday cheer once and for all.”

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

City Staff recommends approval.

### **EXHIBITS:**

Executive Order (2 Pages)  
Picture of the “The Grinch”

**EXECUTIVE ORDER OF  
CITY OF SEAGOVILLE MAYOR DENNIS K. CHILDRESS**

DATE November 16, 2020

**WHEREAS**, on March 13, 2020, the Governor of the State of Texas issued a disaster proclamation certifying under Section 418.014 of the Texas Government Code that the novel coronavirus (COVID-19) poses an imminent threat of disaster for all counties in the State of Texas and has subsequently renewed the disaster declaration for all Texas counties, continuing to the present; and

**WHEREAS**, on June 26, 2020, the Governor issued Executive Order GA-28 on relating to the targeted response to the COVID-19 disaster as part of the reopening of Texas; and

**WHEREAS**, on July 2, 2020, the Governor issued a Proclamation amending Executive Order GA-28 by providing that for any outdoor gathering in excess of 10 people, other than those set forth in paragraph numbers 1, 2, or 4 of Executive Order GA-28, the gathering is prohibited unless the mayor of the city in which the gathering is held, or the county judge in the case of a gathering in an unincorporated area, approves of the gathering, and such approval can be made subject to certain conditions or restrictions not inconsistent with Executive Order GA-28; and

**WHEREAS**, during the September 14, 2020 meeting of the City Council of the City of Seagoville, the members of the City Council present unanimously provided their affirmative support for an order by the Mayor allowing the Movie in the Park Program, hosted by the City of Seagoville, to proceed on December 12, 2020; and

**WHEREAS**, in view of the on-going evaluation of circumstances related to the virus and the updated recommendations of the Centers for Disease Control and the Texas Department of State Health Services as well as the July 2, 2020 Proclamation of the Governor, the Mayor finds that he has the authority to issue an order allowing a the City's Movie in the Park Program to proceed under stated terms and conditions and further finds that it is in the best interest of the citizens of the City of Seagoville to do so;

**IT, IS THEREFORE, ORDERED:**

1. The City's Movie in the Park Program is authorized to proceed at C. O. Bruce Park on December 12, 2020, commencing on the date at dusk and continuing for a period of four (4) hours;
2. All persons attending the City's Movie in the Park Program in any capacity (member of the public, employee, vendor, etc.) shall take all reasonable and possible steps to employ minimum standard health protocols recommended by DSHS, found at [www.dshs.texas.gov/coronavirus](http://www.dshs.texas.gov/coronavirus), shall wear facial coverings in accordance with State of Texas Governor's Executive Order GA-29, and shall maintain six feet of social distancing from those not in their household.

3. The City of Seagoville shall take all reasonable and possible measures to ensure that participants and all persons present at the City's Movie in the Park Program observe the minimum standard health protocols recommended by DSHS, found at [www.dshs.texas.gov/coronavirus](http://www.dshs.texas.gov/coronavirus), wear facial coverings in compliance with State of Texas Governor's Executive Order GA-20, and maintain six feet of social distancing from those not in their household.
4. The number of vendors allowed to operate at the City's Movie in the Park Program shall be limited in accordance with the decision and at the discretion of the City's Health Official and vendors shall establish protocols to maintain six feet of social distancing between persons waiting in line for services.

**SO ORDERED THIS THE 16<sup>th</sup> DAY OF November, 2020.**

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**DENNIS K. CHILDRESS, MAYOR  
CITY OF SEAGOVILLE, TEXAS**

ATTEST:

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Kandi Jackson, City Secretary

Scheme big.



ILLUMINATION PRESENTS

Dr. Seuss'

# The GRINCH

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

**Meeting Date: November 16, 2020**

### **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: 15*

**Meeting Date:** November 16, 2020

**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: 16***

**Meeting Date: November 16, 2020**

### **ITEM DESCRIPTION:**

#### Recess into Executive Session

Council will recess into executive session pursuant to Texas Government Code:

- A. §551.087 to discuss or deliberate regarding commercial or financial information received from a business project(s) that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental entity and with which the governmental body is conducting economic development negotiations, to wit: Retail and/or restaurant prospects in discussions with City through The Retail Coach
- B. § 551.071. Consultation with City Attorney: receive legal advice to wit: Half Associates Inc findings, conclusions and legal implications regarding Crestview Lane

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## *Executive Session Agenda Item: 17*

**Meeting Date: November 16, 2020**

### **ITEM DESCRIPTION:**

#### **Reconvene into Regular Session**

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

- A. §551.087 to discuss or deliberate regarding commercial or financial information received from a business project(s) that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental entity and with which the governmental body is conducting economic development negotiations, to wit: Retail and/or restaurant prospects in discussions with City through The Retail Coach
- B. § 551.071. Consultation with City Attorney: receive legal advice to wit: Half Associates Inc findings, conclusions and legal implications regarding Crestview Lane

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A