



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA  
MONDAY, MARCH 15, 2021**

**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 Senior Center Services (Library Director)**
- C. Receive an update concerning Stormwater and Wastewater Awareness (Director of Health & Code)**

**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 March 1, 2021 (City Secretary)**

**REGULAR AGENDA-**

**2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an Agreement for Professional Engineering Services on a Defined Scope of Services Basis (“Agreement”) with Halff Associates, Inc for the purpose of providing Professional Engineering Services for the relocation of the sewer main line at 303 East Malloy Bridge Road and right of way acquisition services in an amount not to exceed One Hundred Fourteen Thousand Six Hundred Seventy-Five Dollars and Zero Cents (\$114,675.00); authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date (Public Works Director)**

**3. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Ordinance 14-2020 which adopted the Operating Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 by amending the Water and Sewer Operating Fund to provide an additional appropriation from the fund in the amount of \$114,675 for Engineering Services relating to a project to relocate the sewer main line at 303 East Malloy Bridge Road and related right of way acquisition services; authorizing the City Manager to make said adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date (Interim Finance Director)**

**4. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Ordinance 14-2020 which adopted the Operating Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 by amending the Water and Sewer Operating Fund to add an additional appropriation of \$54,200 from the fund EPA mandated actions; authorizing the City Manager to make said adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date (Interim Finance Director)**

**5. Discussion concerning American Rescue Plan Funding (Director of Health & Code)**

**6. Discuss and consider appointing an elected public official to serve on the Board of Directors for STAR Transit (City Secretary)**

**7. Conduct a public hearing on a request for changing the zoning from "PD-R-5" Planned Development - Residential-5 to "PD-R-5-SUP" Planned Development - Residential-5 with a Special Use Permit, which shall expire on September 19, 2021, to allow for a temporary batch plant, on approximately 0.53± acres being Lots 4, 5 and 6, of the Tredway Estates Phase I Subdivision located at Alto Road and Wooley Way, in the City of Seagoville, Texas (Community Development Director)**

**8. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from "PD-R-5" Planned Development - Residential-5 to "PD-R-5-SUP" Planned Development - Residential-5 with a Special Use Permit, for Temporary Concrete Batch Plant use subject to special conditions on approximately 0.53± acres being Lots 4, 5 and 6, of the Tredway Estates Phase I Subdivision located at Alto Road and Wooley Way, in the City of Seagoville, Texas; providing for an approved site plan, which is attached hereto and incorporated herein as Exhibit "A"; providing for the repeal of all ordinances in conflict; providing a severability clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)**

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

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

**Adjourn**

Posted Thursday, March 11, 2021 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, April 5, 2021 Regular City Council Meeting**
- **Monday, April 19, 2021 Regular City Council Meeting**
- **Monday, May 3, 2021 Regular City Council Meeting**
- **Monday, May 17, 2021 Regular City Council Meeting**

## *Consent Session Agenda Item: 1*

**Meeting Date: March 15, 2021**

**ITEM DESCRIPTION:**

Consider approving City Council Meeting minutes for March 1, 2021.

**BACKGROUND OF ISSUE:**

Approve City Council Meeting minutes for March 1, 2021.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

March 1, 2021 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL  
REGULAR SESSION  
MARCH 1, 2021**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, March 1, 2021, 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, Finance Consultant Patrick Harvey, Public Works Director Chris Ryan, Fire Chief Todd Gilcrease, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**Invocation** – *Invocation was led by Mayor Childress.*

**Pledge of Allegiance** – *Pledge of Allegiance was*

**Mayor’s Report** – *None.*

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

*None.*

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

**1. Consider approving City Council Meeting minutes for February 22, 2021 (City Secretary)**

*Motion to approve City Council Meeting minutes for February 22, 2021 – Magill, seconded by Howard; motion passed with all ayes. 5/0*

**REGULAR AGENDA-**

**2. Receive an update concerning utility billing winter averaging (Public Works Director)**

*Public Works Director Ryan presented the process for utility billing winter averaging.*

**3. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Ordinance 14-2020 which adopted the Operating Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 to provide an additional \$275,000 appropriation for the new Fire Station Construction Fund of the City from the General Fund; authorizing the City Manager to make said adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date (Finance Consultant Harvey)**

*Motion to approve an Ordinance of the City of Seagoville, Texas, amending Ordinance 14-2020 which adopted the Operating Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 to provide an additional \$275,000 appropriation for the new Fire Station Construction Fund of the City from the General Fund; authorizing the City Manager to make said adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date – Magill, seconded by Howard.*

*Mayor Childress asked Council if they would like to have Finance Consultant Harvey present the Ordinance.*

*Councilmember Magill rescinded his motion. Councilmember Howard rescinded his second.*

*Finance Consultant Harvey explained the reason for the budget adjustment and stated the revenue is available for the budget adjustment.*

*Motion to approve an Ordinance of the City of Seagoville, Texas, amending Ordinance 14-2020 which adopted the Operating Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 to provide an additional \$275,000 appropriation for the new Fire Station Construction Fund of the City from the General Fund; authorizing the City Manager to make said adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 5/0*

**4. Conduct interviews with Boards & Commissions Applicant for appointment (City Secretary)**

*City Secretary Jackson stated Dr. Cole applied to fill the vacancy of Place 6 on the Planning & Zoning Commission. She also stated the background check was completed.*

*Motion to appoint Dr. Cole to Place 6 on the Planning & Zoning Commission – Hernandez, seconded by Epps; motion passed with all ayes.*

**5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the purchase of one 2021 Chevrolet Police Package Pickup at a total cost of \$33,456.25 from Lake Country Chevrolet; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date (Police Chief)**

*Police Chief Calverley stated his current vehicle is in need of repair. He stated the estimated cost of repairs is more than the value of the vehicle. He stated this Resolution approves the purchase of one (1) 2021 Chevrolet Police Package Pickup.*

*Councilmember Fruin asked if there will be a waiting period for the vehicle. Police Chief Calverley stated there is not a wait because Lake Country Chevrolet has one available.*

*Mayor Childress stated with the passage of this Resolution, Chief Calverley is to keep the new truck for the Police Chief. He stated Chief Calverley is good about giving the new equipment to others for use but he would the Chief to use the new truck.*

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, authorizing the purchase of one 2021 Chevrolet Police Package Pickup at a total cost of \$33,456.25 from Lake Country Chevrolet; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date – Howard, seconded by Hernandez; motion passed with all ayes. 5/0*

**6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Pre-Development and Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas, and Seagoville Laguna Azure LLC, a Wyoming Limited Liability Partnership; and providing for an effective date (City Manager)**

*City Manager Stallings explained the concept of the laguna.*

*City Attorney Thomas stated this Resolution approves a Pre-Development and Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas and Seagoville Laguna Azure LLC, a Wyoming Limited Liability Partnership. She also stated the City incurs costs daily due to the normal course of business. This agreement will help the City recuperate some of the costs incurred during the process of pre-development.*

*In response to a question by Councilmember Fruin, City Attorney Thomas stated the development area will not include homes, it will include land and right-of-way.*

*Councilmember Fruin asked if this development will affect current tax payers. City Attorney Thomas stated this development will not affect current tax payers. She also stated this agreement does not tie to City to the development.*

*Motion to approve approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Pre-Development and Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas, and Seagoville Laguna Azure LLC, a Wyoming Limited Liability Partnership; and providing for an effective date – Fruin, seconded by Hernandez; motion passed with all ayes. 5/0*

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

*None.*

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

*None.*

**Adjourned at 7:23 p.m.**

**APPROVED:**

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

**ATTEST:**

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

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

**Meeting Date: March 15, 2021**

### **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 on a Defined Scope of Services Basis (“Agreement”) with Halff Associates, Inc for the purpose of providing Professional Engineering Services for the relocation of the sewer main line at 303 East Malloy Bridge Road and right of way acquisition services in an amount not to exceed One Hundred Fourteen Thousand Six Hundred Seventy-Five Dollars and Zero Cents (\$114,675.00); authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date.

### **BACKGROUND:**

The City currently has an 8” sewer main line running at an angle through the property of 303 East Malloy Bridge road which is not in an easement. The sewer main was discovered to be directly under the construction of a new house on the property. With City Council's approval Halff will provide the professional engineered plans, bid phase services, easement documents, limited construction phases services and right of way acquisition services for the project, which are all essential in the relocation of the sewer main line.

### **FINANCIAL IMPACT:**

Budget amendment in the amount of \$114,675.00

### **RECOMMENDATION:**

The Water/Sewer Department recommends that Council approve this agreement.

### **EXHIBITS:**

Resolution

Exhibit 1, Halff’s Standard Agreement for Professional Engineering Services

**THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO. \_\_\_\_ -R-2021**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS ("AGREEMENT") WITH HALFF ASSOCIATES, INC. FOR THE PURPOSE OF PROVIDING PROFESSIONAL ENGINEERING SERVICES FOR THE RELOCATION OF THE SEWER MAIN LINE AT 303 EAST MALLOY BRIDGE ROAD AND RIGHT OF WAY ACQUISITION SERVICES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FOURTEEN THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS AND ZERO CENTS \$114,675.00; AUTHORIZING THE CITY MANAGER TO SIGN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; 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 professional engineering services for the relocation of the sewer main line at 303 East Malloy Bridge Road; and,

**WHEREAS**, Halff Associates, Inc. has provided a proposal for purpose of providing professional engineering services for the relocation of the sewer main line at 303 East Malloy Bridge Road and right of way acquisition services in the amount of One Hundred Fourteen Thousand Six Hundred Seventy-Five Dollars and zero cents (\$114,675.00); 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 Halff Associates, Inc., for professional engineering services for the relocation of the sewer main line at 303 East Malloy Bridge Road and right of way acquisition services in an amount not to exceed One Hundred Fourteen Thousand Six Hundred Seventy-Five Dollars and zero cents (\$114,675.00) 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 15<sup>th</sup> day of March, 2021.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

EXHIBIT "A"





March 2, 2021

Chris Ryan  
Utilities Director  
City of Seagoville  
702 N Highway 175  
Seagoville, Texas 75159

**RE: 303 East Malloy Road Sewer Relocation (42505.001)  
Project Proposal**

Dear Mr. Ryan:

Halff is pleased to provide this proposal to provide professional engineering services to design a 10-inch diameter sanitary sewer line relocation around existing structure on 303 East Malloy Road. Halff's proposed scope includes, surveying, design preparation of construction documents, bid phase services, easement documents, limited construction phases services and Right of Way Acquisition Services.. There are six parcels of land that the project traverses. The total proposed fee for these basic services is \$114,675.00.

Attached to this letter are two originals of the following documents:

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

If these documents meet your approval, please sign the Standard Agreement and return a complete signed original to us for our records.

Please contact me if you have any questions of need any additional information.

Respectfully Submitted,  
HALFF ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Timothy E. Lackey".

Timothy E. Lackey, PE  
Vice President

*Attachments (2)*

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

**VI. Ownership of Documents.** Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

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

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

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

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

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

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

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

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

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

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

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

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

**XIX. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF THE CLIENT'S PROJECT IS OMITTED FROM THE ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, THE CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN THE ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, THE ENGINEER WILL BE RESPONSIBLE, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (III) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT CONTRACTOR PROVIDED UNIT PRICING THE CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.**

**IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.**

**XX. AGREED REMEDIES**

**A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.**

**B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, THE PARTIES ACKNOWLEDGE THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY.**

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

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

**E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.**

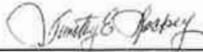
**XXI. WAIVER.** Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

[SIGNATURE PAGE TO FOLLOW]

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

**HALFF ASSOCIATES, INC.**

**CLIENT: CITY OF SEAGOVILLE, TEXAS**

By:   
Signature

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

Timothy E Lackey  
Printed Name

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

Vice President  
Title

\_\_\_\_\_  
Title

3/2/2021  
Date

\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF SERVICES  
EAST MALLOY SEWER RELOCATION PROJECT**

**I. PROJECT DESCRIPTION**

This Project includes the design of approximately 350 linear feet of proposed 10-inch diameter wastewater line around a new structure at 303 East Malloy Road, Seagoville, Texas. This scope of services assumes the recommended limits to include intercepting flows on a 6 inch sewer line upstream of the structure on adjacent property. The lower portion of the new line would tie into the 6-inch main down stream of the structure prior to the north back of curb of East Malloy Road. The alignment generally wraps around the new structure on adjacent property, and crosses the new structure property in front of the structure, and concludes on the tie in on another adjacent property. Easement acquisition parcels will need to be prepared for as many as six parcels.

In addition to design services, the Project includes topographical survey; easement boundary surveying, construction site visits; and the preparation of record documents.

**II. BASIC SERVICES**

Consultant will provide the following basic services for the Project.

**A. Design Phase Services**

**1. Base Mapping** – Generate plan of existing relocation alignment by compiling field survey data including the following:

- a) Line work and text for known existing utilities, paving, structures, trees and other above ground features. Note existing franchised utilities will be identified by 811 ticket submitted by Halff.
- b) Line work and text for existing one-foot contours.
- c) Line work and text for known proposed improvements by others.
- d) Line work and text for existing property lines, right-of-way, easement lines (based on County GIS information) and control points.
- e) Text for streets, addresses and property owners.
- f) Perform a field walk to visually verify the adequacy of the base map inclusive of design survey.

**2. Preliminary Design (75% Plans)**

- a) Finalize horizontal and vertical alignments.
- b) Profile with flow-lines, grades, material and embedment shown along with the proposed pipe.

**EXHIBIT A  
SCOPE OF SERVICES  
EAST MALLOY SEWER RELOCATION PROJECT**

- c) Identify types of construction required along the alignment.
- d) Finalize permanent and construction easement requirements (width and property affected).
- e) Prepare erosion control plans to comply with the TCEQ Storm Water Management Program. Plan shall include necessary best management practices (BMP) locations and associated details.
- f) Incorporate standard details into the plans and prepare additional details as required.
- g) Utility coordination.
  - Contact identified utility companies within the project corridor by issuing an 811 ticket. Submit base map to utility companies for review, comment and approval.
- h) Submit preliminary design plans to City for review and comment.
- i) Meet with City staff to discuss preliminary design comments and reach consensus.
- j) Prepare and submit preliminary easement table and exhibit showing necessary temporary construction easements and permanent easements for the project. Upon acceptance of the 75% plans, consultant shall begin preparing temporary and permanent easement documents.

**3. Final Design (95% Plans)**

- a) Revise preliminary drawings incorporating comments from City.
- b) Incorporate comments from the utility companies.
- c) When all utility feedback, record data, and utility engineering is complete, design shall be revised to reduce impacts and necessary relocations of existing franchise utilities including power poles, underground and overhead electric, fiber optic, communication, gas lines, etc. where possible.
- d) Finalize plans for proposed improvements.
- e) Submit final plans to the City for review.
- f) Meet with City to discuss final plans, and receive City final comments.

**4. Issue for Construction (100% Signed and Sealed Plans)**

- a) Revise final drawings incorporating comments from City.
- b) Submit signed and sealed plans to the City.

**EXHIBIT A  
SCOPE OF SERVICES  
EAST MALLOY SEWER RELOCATION PROJECT**

**B. Bid Phase Services**

Consultant shall provide services to assist City in selection of a Contractor for the construction of the Project. These services shall consist of the following:

- 1. Pre-Bid Meeting and Bid Period Requests for Information (RFI) –** Consultant shall provide technical interpretation of the Bid Documents and shall prepare proposed responses to all contractors' questions and requests to be approved by City. The Civcast website will be used to advertise plans, maintain bid list, issue attenda, and open bids. The responses to RFIs may be in the form of addenda. Consultant shall conduct and document in writing a pre-bid meeting attended by potential contractors.
- 2. Addenda –** Consultant shall assist City in issuing Addenda to the Bid Documents and shall distribute Addenda to the bidders. All Addenda shall be approved by City.
- 3. Bid Opening –** Consultant shall assist City in opening of bids. Consultant shall review all bids and evaluate them for responsiveness and bid amount and prepare bid tabulation for all responsive bidders. The bid tabulation shall be delivered to City in Excel and PDF format. Consultant will also verify through reasonable investigation the financial and performance history documentation submitted by the low bidder and second low bidder. Consultant shall prepare a report of its review and evaluation and include recommendations for award of the contract for construction, or other action as may be appropriate. City shall make the final decision on the award of the contract for construction and the acceptance or rejection of all bids.
- 4. Conformed Document Preparation –** Consultant shall incorporate all addenda into contract documents and issue a record set of conformed project manual and plan sheets.

**III. SPECIAL SERVICES**

The Special Services tasks listed below will only be performed upon written notice by the City.

**A. Survey Services**

Consultant shall furnish a survey field party to collect field information necessary to prepare complete and detailed plans, specifications and contract documents for a 80-foot wide corridor of the 350 linear feet of proposed sewer line along the alignment stated in the PROJECT DESCRIPTION City shall provide record drawing information for City infrastructure and development record plans. Consultant shall coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.

- 1. Survey for Design –** Consultant shall direct the work of the field party to perform the following:

**EXHIBIT A  
SCOPE OF SERVICES  
EAST MALLOY SEWER RELOCATION PROJECT**

- a) Complete horizontal and vertical control surveying for the Project, establishing horizontal and vertical controls for the Project. The horizontal control shall be based on the Texas State Plane Coordinate System, North Central Zone North American Datum NAD-83 Coordinates and the vertical control being based on North American Vertical Datum NAVD-88. Anticipated topographical surveying is expected to be required for 350 LF.
- b) Obtain natural ground elevations along the Corridor. Collect spot elevations within this corridor as required to facilitate the generation of one-foot (1') contours.
- c) Obtain natural ground at alignment.
- d) Make a topographic survey with in 40 feet either side of alignment for existing features above ground level that could be affected by proposed construction. These features shall include, but are not limited to, above-ground utility appurtenances, manholes (including invert elevations), structures, retaining walls, trees (6" and larger), curbs, pavements, sidewalks, fences, property corners, block corners, parking areas, steps, bore hole stakes, and other visible topographical features.

**B. Easement Exhibits**

Upon approval of a pipeline alignment, Consultant shall furnish a survey field party to collect field information necessary to prepare easement documents.

1. **Easement Documents** – On approval of the Preliminary Design, Consultant shall survey, render field notes and prepare individual parcel exhibits for any additional right-of-way and/or easements needed for the Project. Exhibits shall include a standard signed and sealed exhibit and a reprint of the boundary information on color aerial photography. See below for a list of anticipated right-of-way and easement documents.

- Six (6) parcel exhibits for permanent easements.
- Six (6) parcel exhibits for temporary construction easements.

Parcel Exhibits – Individual parcel exhibits shall be in both hard copy (8 1/2" x 11") and pdf format, shall be sealed, signed and dated by a Registered Professional Land Surveyor and shall contain the following:

- a) Parcel number, current owner, and legal description
- b) Area required and area remaining.
- c) Any existing platted easements or easements filed by separate instrument including easements provided by utility companies.
- d) Physical features.

**EXHIBIT A  
SCOPE OF SERVICES  
EAST MALLOY SEWER RELOCATION PROJECT**

- e) Metes and bounds descriptions of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.

**C. Construction Phase Services**

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

1. **Site Visits** – Consultant shall perform site visits for purposes of issue resolution for a maximum of 2 site visits. Consultant will prepare and submit site observation report for each visit.
2. **Record Drawings** - Consultant shall prepare construction Record Documents based on information received from the Construction Contractor within thirty (30) days of substantial completion of construction and provide to City. These record documents are a compilation of the sealed engineering drawings for this Project, modified by addenda and change orders, and information furnished by the contractor.

**D. Easement Acquisition Services**

Services to be provided by the ROW Consultant

I. Project Administration

- A. Negotiation of the Scope of Services for Work Authorization
  1. ROW Consultant will visit project site with City Personnel.

- B. Communication

1. Maintain status reports of all parcel and project activities and provide weekly to City.
2. Provide schedule of all areas of work indicating anticipated start and end dates.
3. Attend weekly status meetings.
4. Prepare initial property owner contact list for use by City in distribution of ROW Consultant introduction letters.

- C. File Management

1. Project and parcel files will be kept at the City. Working files will be kept in the ROW Consultant's project administrative office, but documents generated or received by the ROW Consultant will be forwarded to the City as they are generated or received by the ROW Consultant.

**EXHIBIT A  
SCOPE OF SERVICES  
EAST MALLOY SEWER RELOCATION PROJECT**

2. Prepare invoices utilizing City standard payment submissions forms with supporting documentation.
3. Maintain records of all payments including warrant/check number, amount, and date paid, etc.
4. Maintain copies of all correspondence and contacts with property owners.

**II. Title and Closing Services**

- A.** Secure preliminary title commitment or preliminary title search and 5-year sales data from the title company that will be providing title insurance.
  1. The charges from the Title Company for the preliminary title commitments will be paid by the City and are not be included in the Consultant's negotiated fee schedule.
- B.** Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. The charges from the Title Company for the update of the title commitment will be paid by City and should not be included in the Consultant's negotiated fee schedule.
- C.** Secure title insurance for all parcels acquired, insuring acceptable title to City. Written approval by City required for any exception. The charges from the Title Company for the update of the title insurance will be paid by City and should not be included in the Consultant's negotiated fee schedule.
- D.** The curative services necessary to provide clear title to the City is the responsibility of the Consultant and is to be included in the negotiated fee schedule for this service. Note: the Consultant's curative services do not include cost/expenses that qualify as payment of incidental expenses to transfer real property to the City.
- E.** The Consultant has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance when requesting the Parcel Payment from the City.
- F.** The Consultant provides closing services in conjunction with the Title Company and at the discretion of the City may be required to attend closings.
- G.** Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees.
- H.** Consultant shall cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office. The cost of recording fees

**EXHIBIT A  
SCOPE OF SERVICES  
EAST MALLOY SEWER RELOCATION PROJECT**

and filing fees are paid by the City and should not be included in the Consultant's negotiated fee schedule.

**III. Negotiation Services**

- A.** Analyze appraisal and appraisal review reports and confirm City's approved value prior to making offer for each parcel.
- B.** Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
- C.** Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
- D.** Prepare the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested by City on applicable forms.
- E.** Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- F.** Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal for billing purposes.
- G.** Respond to property owner inquiries verbally and in writing within two business days.
- H.** Prepare a separate negotiator contact report for each parcel per contact on approved form.
- I.** Maintain parcel files of original documentation related to the purchase of the real property or property interests.
- J.** Advise property owner on the Administrative Settlement process. Transmit to City any written counter offer from property owners including supporting documentation, and Consultant recommendation regarding Administrative Settlements in accordance with City policy and procedures.

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**EAST MALLOY SEWER RELOCATION PROJECT**

- K.** Prepare final offer letter, documents of conveyance as necessary.
- L.** Appear and provide Expert Witness testimony as a Consultant when requested. The cost of the Consultant's expert witness testimony for trial is not part of this contract.
- M.** Issue Property Owner's Survey to property owner.

**IV. Initial and Update Appraisal Service**

1. Appraisers should provide advance notice of the date and time of their appraisal inspections of the subject property to the Consultant's Project Administrator in order to coordinate the appraiser's inspection.
2. Secure written permission from the owner to enter the property from which real estate is to be acquired. If the Appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained in writing from the City.
3. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable City forms.
4. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain record of contract in file.
5. For the initial appraisal, prepare complete appraisal report for each parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
6. For an updated appraisal, prepare complete appraisal update for the parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
7. As necessary, prepare written notification to the City of any environmental concerns associated with the right of way to be acquired, which could require environmental re-mediation.
8. All completed appraisals will be administratively reviewed by the City staff and recommend for approval by the City staff.
  - a. City staff coordinate with Consultant's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. The Consultant's review appraiser will then coordinate with the appraiser.
9. As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
10. The fees for initial and updated appraisal assignments are based on separate appraisal assignments.
11. Beyond delivery of initial and update appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**EAST MALLOY SEWER RELOCATION PROJECT**

Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Consultant's Fee Schedule.

**Additional Easement Acquisition Services – Excluded from Scope**

Additional services to be performed by Consultant, if authorized in writing by the City, which are not included in the above-described Basic Services, are described below:

- V. Relocation Assistance Services for Residential, Business, Personal Property, Mini Storage Units and Outdoor Advertising Signs
  - A. Notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Packet consisting;
    - 1. Page one of the Relocation Advisory Assistance – Parcel Record form
    - 2. Displacee Move Plan
    - 3. Certification of Eligibility
    - 4. Relocation Assistance Brochure
  - B. Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of the property and deliver a completed Relocation Advisory Assistance – Parcel Record form signed by the Displacee to the City.
  - C. Locate, evaluate, and maintain files on comparable available housing to complete Right of Way Acquisition Services Contract.
  - D. Compute and submit request for relocation housing/rental supplement to the City Project Manager on the Supplemental Payment Estimate, Replacement Housing form with supporting Residential Property Evaluation forms with photos attached.
  - E. Provide 90-day notice to vacate, if required by the City, simultaneous with the delivery of relocation benefits package.
  - F. Provide 30-day notice once property has been acquired by the City. Note: the Displacee must be given no less than 90-day notice.
  - G. Notify the City Project Manager immediately if Displacee does not move after the 30-day notice expires.
  - H. Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with City and State of Texas policy. Prepare and complete

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**EAST MALLOY SEWER RELOCATION PROJECT**

Replacement Housing Inspection form and submit to the City Project Manager.

- I. For non-residential moves, Negotiated Self-Moves
  1. If a moving plan exceeds \$20,000, prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves. This is required for pre-approval by the City.
  2. If the moving plan for a Negotiated Self-Move is less than \$20,000 the Consultant must submit Negotiated Self-Move Request with moving plan for the business owner or tenant. This includes photos, written inventory list, type of move requested, and project move date.
  
- J. For all Negotiated Self-Moves, the Consultant is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Consultant and not the Displacee. Moving estimates must be prepared in writing and in the name of City and not the Consultant.
  
- K. Coordinate and monitor moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with State and City procedures.
  
- L. Maintain relocation contact logs on Relocation Advisory Assistance - Parcel Record form journaling all attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact.
  
- M. Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.
  
- N. Process and compute increased interest payments as required.
  
- O. Relocation agent shall be available for any appeals or hearings. For this assignment, the fee for preparation and testimony will be a reasonable hourly rate, preapproved in writing by the City Project Manager.
  
- P. Prepare all relocation payment claim submissions for all Displacees in accordance with State and City guidelines.
  
- Q. Deliver warrants in accordance with City guidelines.
  
- R. Issue Relocation Survey to all Displacees.
  
- S. Provide an executed Certification of Eligibility form with all Displacee claims.

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**EAST MALLOY SEWER RELOCATION PROJECT**

VI. Condemnation Support

Consultant shall not act as the attorney for condemnation purposes. City must self perform legal services or contract with third party attorney. Consultant shall provide those support services to City or to City's attorney as described below:

A. Pre-Hearing Support

1. Request updated Title Commitment from title Company.
2. Use information from the Title Commitment to identify interested parties.  
\*
3. Submit information packet as requested by Condemning Attorney.
4. Request update of appraisal.
5. File original petition with County Court at Law or other appropriate Court for a cause number to be assigned.
6. File Lis Pendens including the cause number with the County Clerk's Office
7. Upon assignment of a court, file the Order Appointing Commissioners with the judge, retaining a copy of the Order for the files.
8. Following appointment of Commissioners by the judge, secure Oath of Commissioners signed by the Commissioners, Order Setting Hearing and Notice of Hearing signed by the Commissioners.
9. File all originals with the court and send copies to City and Condemning Attorney.

B. Post-Hearing Support

1. File Award of the Commissioners with the court for the Judge's signature within 48 hours of hearing, unless on Friday or before a holiday when court will not be open.
2. Obtain certified copy of Award and provide to City with request for funding in amount of Award.
3. Obtain Commissioners' Fees and submit to City for payment.
4. File Award payment in registry of the court, file Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of deposit. The Date of Deposit is the Date of Take.
5. Send written notices of the date of deposit to the City and all interested parties.

\* Updated Title Commitments shall be paid directly by City. Please refer to II. Title and Closing Services.

VII. Relocation Appeal(s).

Assist City with coordination of appeal process

**EXHIBIT A  
SCOPE OF SERVICES  
EAST MALLOY SEWER RELOCATION PROJECT**

1. Submit appeal to City for review.

**IV. DELIVERABLES**

Consultant will deliver the following products to City as part of Basic Services:

- A. Three (3) sets and one electronic file in PDF format of preliminary plans, specifications, and estimates for review.
- B. Three (3) sets and one electronic file in PDF format of final plans, estimates and specifications for review.
- C. Three (3) sets and one electronic file in PDF format of signed and sealed plans, estimates and specifications for construction purposes.
- D. Two (2) sets of preliminary record drawings.
- E. Three (3) sets and one electronic file in PDF format copy of final record drawings.

**V. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES**

- A. **Additional Services not included in the existing Scope of Services** - City and Consultant agree the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon City's written request. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:
  1. Consulting services with property owners is not included in proposal.
  2. Parcel reappraisal services, title insurance fees, closing services or closing fees, Filing Fees, Recording Fees, and Expert Witness services.
  3. Coordination with franchised utilities other than sending in 811 notice for survey work is not a part of this proposal.
  4. No Special Utility Engineering Services for sub surface exploration is include in proposal.
  5. No geotechnical investigation is included in the scope.
  6. Fees for permits.
  7. Environmental remediation, USACE 404 Individual Permits or Mitigation Plans.
  8. Design or Field services outside of the corridor described.
  9. Field services for contaminated soil testing and determination of disposal requirements.
  10. Archeological or cultural resources field investigation.
  11. Tree survey – tagging and identifying trees

**EXHIBIT A  
SCOPE OF SERVICES  
EAST MALLOY SEWER RELOCATION PROJECT**

12. Designs for trench safety.
13. Design of aerial crossings, inverted siphons, odor control and lift stations.
14. Sampling and testing for hazardous materials.
15. Materials testing for construction.
16. Construction Storm Water Pollution Prevention Plan (SWP3) (assumed to be submitted by City) except for Suggested Erosion Control Plan noted in II. Task Summary – Basic Services, Task A.2.e.
17. Computer modeling and routing of sanitary sewer flows, and development of I/I estimations using flow and rainfall monitoring data
18. Scour analysis modeling.
19. Flow diversion or bypass pumping for pipeline and manhole inspections.

**EXHIBIT A  
SCOPE OF SERVICES  
EAST MALLOY SEWER RELOCATION PROJECT  
FEE SCHEDULE FOR BASIC AND SPECIAL SERVICES**

**II. BASIC SERVICES**

**A. Design Phase Services**

|  |             |
|--|-------------|
| 1. Base Mapping  | \$ 6,200.00 |
| 2. Preliminary Design – (60%Plans)                         | \$ 4,000.00 |
| 3. Final Design – (95%Plans and Specifications)            | \$ 3,500.00 |
| 4. Issued for Construction – (100%Signed and Sealed Plans) | \$ 4,000.00 |

|                              |                    |
|------------------------------|--------------------|
| <b>B. Bid Phase Services</b> | <b>\$ 6,200.00</b> |
|------------------------------|--------------------|

|  |                            |
|--|----------------------------|
| <b><i>Total Basic Services (Lump Sum, Not-To-Exceed)</i></b> | <b><u>\$ 23,900.00</u></b> |
|--|----------------------------|

**III. SPECIAL SERVICES (CITY-DIRECTED)**

**A. Surveying Services**

|                      |              |
|----------------------|--------------|
| 1. Survey for Design | \$ 13,800.00 |
|----------------------|--------------|

|  |                    |
|--|--------------------|
| <b>B. Easement Exhibits (Estimated at 5 owners with 6 parcels)</b> | <b>\$ 6,600.00</b> |
|--|--------------------|

**C. Construction Phase Services**

|                |             |
|----------------|-------------|
| 1. Site Visits | \$ 2,900.00 |
|----------------|-------------|

|                                  |             |
|----------------------------------|-------------|
| 2. Completion of Record Drawings | \$ 2,500.00 |
|----------------------------------|-------------|

**D. Easement Acquisition Services (Estimated at 5 owners with 6 parcels)**

|                               |             |
|-------------------------------|-------------|
| 1. Title and Closing Services | \$ 4,625.00 |
|-------------------------------|-------------|

|                         |              |
|-------------------------|--------------|
| 2. Negotiation Services | \$ 26,450.00 |
|-------------------------|--------------|

|               |              |
|---------------|--------------|
| 3. Appraisals | \$ 16,000.00 |
|---------------|--------------|

|                                 |              |
|---------------------------------|--------------|
| 4. Coordination with City Staff | \$ 10,000.00 |
|---------------------------------|--------------|

|                     |             |
|---------------------|-------------|
| 5. Title Commitment | \$ 2,500.00 |
|---------------------|-------------|

|                                  |             |
|----------------------------------|-------------|
| 6. Condemnation Support Services | \$ 5,400.00 |
|----------------------------------|-------------|

|  |                            |
|--|----------------------------|
| <b><i>Total Special Services (Not-To-Exceed)</i></b> | <b><u>\$ 90,775.00</u></b> |
|--|----------------------------|

**Direct Expenses** *(Included in Basic Services Lump Sum and Special Services )*

|   |                             |
|---|-----------------------------|
| <b><u>Project Budget, Grand Total (Not-To-Exceed)</u></b> | <b><u>\$ 114,675.00</u></b> |
|---|-----------------------------|

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

**Meeting Date: March 15, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Ordinance 14-2020 which adopted the Operating Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 by amending the Water and Sewer Operating Fund to provide an additional appropriation from the fund in the amount of \$114,675 for Engineering Services relating to a project to relocate the sewer main line at 303 East Malloy Bridge Road and related right of way acquisition services; authorizing the City Manager to make said adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The City Council approved the 2020-2021 Operating Budget by Ordinance 14-2020 on September 14, 2020 appropriating the necessary funds out of the water and sewer revenues, grants and other revenues for the maintenance and operation of various funds, departments, activities and improvements of the City. City administration has recommended that the City Council approve a \$114,675 expenditure for the purpose of providing the professional engineered plan, bid phase services, easement documents, limited construction phases services and right of way acquisition services for a project to relocate the sewer main line at 303 East Malloy bridge road and to provide related right of way acquisition services. The City Manager has submitted a proposed amendment to the Operating Budget to fund the necessary costs associated with this necessary project expenditure by a decrease in the Water and Sewer Operating Fund Balance in the amount of \$114,675. Texas Local Government Code § 102.010, "Changes in Budget for Municipal Purposes", allows a municipality to amend its budget as deemed necessary for municipal purposes.

### **FINANCIAL IMPACT:**

Funding is available from the Water and Sewer Unrestricted Fund balance and would reduce the days of fund balance by 5.96 days. The Fund Balance for Water and Sewer was budgeted with 241.1 days of reserve balance.

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS:**

Ordinance

**ORDINANCE NO. \_\_\_\_-21**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING ORDINANCE 14-2020 WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021 BY AMENDING THE WATER AND SEWER OPERATING FUND TO PROVIDE AN ADDITIONAL APPROPRIATION FROM THE FUND IN THE AMOUNT OF \$114,675 FOR ENGINEERING SERVICES RELATING TO A PROJECT TO RELOCATE THE SEWER MAIN LINE AT 303 EAST MALLOY BRIDGE ROAD AND RELATED RIGHT OF WAY ACQUISITION SERVICES; AUTHORIZING THE CITY MANAGER TO MAKE SAID ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council approved the 2020-2021 Operating Budget by Ordinance 14-2020 on September 14, 2020 appropriating the necessary funds out of the water and sewer revenues, grants and other revenues for the maintenance and operation of various funds, departments, activities and improvements of the City; and

**WHEREAS**, City administration has recommended that the City Council approve a \$114,675 expenditure for the purpose of providing the professional engineered plan, bid phase services, easement documents, limited construction phases services and right of way acquisition services for a project to relocate the sewer main line at 303 East Malloy bridge road and to provide related right of way acquisition services; and

**WHEREAS**, the City Manager has submitted a proposed amendment to the Operating Budget to fund the necessary costs associated with this necessary project expenditure by a decrease in the Water and Sewer Operating Fund Balance in the amount of \$114,675; and

**WHEREAS**, Texas Local Government Code § 102.010, “Changes in Budget for Municipal Purposes”, allows a municipality to amend its budget as deemed necessary for municipal purposes; and

**WHEREAS**, upon full consideration of the matter, Council finds it in the best interest of the City of Seagoville to make such amendment to the budget adopted by Ordinance 14-2020;

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

**SECTION 1.** That Ordinance 14-2020, adopted September 14, 2020 and approving the Operating Budget of the City for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021 be amended by amending the Water and Sewer Operating Fund to add an appropriation from the fund for “Other Professional Fees” to read as follows:

|                         | <u>Adopted</u> | <u>Amendment</u> | <u>Amended</u> |
|-------------------------|----------------|------------------|----------------|
| Other Professional Fees | \$32,960       | \$114,675        | \$147,635      |

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

**SECTION 3.** That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same should not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on 15th day of March, 2021.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
VICTORIA W. THOMAS, CITY ATTORNEY  
(031021vwtTM121078)

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

**Meeting Date: March 15, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Ordinance 14-2020 which adopted the Operating Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 by amending the Water and Sewer Operating Fund to add an additional appropriation of \$54,200 from the fund EPA mandated actions; authorizing the City Manager to make said adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The City Council approved the 2020-2021 Operating Budget by Ordinance 14-2020 on September 14, 2020 appropriating the necessary funds out of the water and sewer revenues, grants and other revenues for the maintenance and operation of various funds, departments, activities and improvements of the City. The City Council, in order to comply with Environmental Protection Agency (EPA) mandates, has approved a \$74,200 expenditure for the purpose of providing a risk and resilience (RRA) and emergency response plan (ERP), with \$54,200 to be expended in fiscal year 2021 and \$20,000 to be expended in fiscal year 2022.

Texas Local Government Code § 102.010, “Changes in Budget for Municipal Purposes”, allows a municipality to amend its budget as deemed necessary for municipal purposes and the City Manager has submitted a proposed amendment to the Operating Budget to fund the necessary \$54,00 FY 2021 cost associated with the EPA mandated RRA and ERP.

### **FINANCIAL IMPACT:**

Funding is available from the Water and Sewer Unrestricted Fund balance and would reduce the days of fund balance by 2.82 days. The Fund Balance for Water and Sewer has a budget with 241.1 days of reserve balance.

### **RECOMMENDATION:**

Staff Recommends approval.

### **EXHIBITS**

Ordinance

**ORDINANCE NO. \_\_\_\_-21**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING ORDINANCE 14-2020 WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021 BY AMENDING THE WATER AND SEWER OPERATING FUND TO ADD AN ADDITIONAL APPROPRIATION OF \$54,200 FROM THE FUND EPA MANDATED ACTIONS; AUTHORIZING THE CITY MANAGER TO MAKE SAID ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council approved the 2020-2021 Operating Budget by Ordinance 14-2020 on September 14, 2020 appropriating the necessary funds out of the water and sewer revenues, grants and other revenues for the maintenance and operation of various funds, departments, activities and improvements of the City; and

**WHEREAS**, the City Council, in order to comply with Environmental Protection Agency (EPA) mandates, has approved a \$74,200 expenditure for the purpose of providing a risk and resilience (RRA) and emergency response plan (ERP), with \$54,200 to be expended in fiscal year 2021 and \$20,000 to be expended in fiscal year 2022.

**WHEREAS**, Texas Local Government Code § 102.010, “Changes in Budget for Municipal Purposes”, allows a municipality to amend its budget as deemed necessary for municipal purposes; and

**WHEREAS**, the City Manager has submitted a proposed amendment to the Operating Budget to fund the necessary \$54,00 FY 2021 cost associated with the EPA mandated RRA and ERP; and

**WHEREAS**, upon full consideration of the matter, Council finds it in the best interest of the City of Seagoville to make such amendment to the budget adopted by Ordinance 14-2020;

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

**SECTION 1.** That Ordinance 14-2020, adopted September 14, 2020 and approving the Operating Budget of the City for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021 be and it is hereby amended by amending the Water and Sewer Operating Fund to add an appropriation from the fund for “EPA Mandates” to read as follows:

|              |                  |
|--------------|------------------|
| EPA Mandates | <u>Amendment</u> |
|              | \$ 54,200        |

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

**SECTION 3.** That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same should not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on 15th day of March, 2021.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
VICTORIA W. THOMAS, CITY ATTORNEY  
(031021vwtTM121081)

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

**Meeting Date:** March 15, 2021

### **ITEM DESCRIPTION:**

Discussion concerning American Rescue Plan Funding.

### **BACKGROUND OF ISSUE:**

The City of Seagoville received a notice from the Dallas County CARES Office that there is more potential funding being considered by Congress for the upcoming three years. The proposed plan has been amended by the Senate as of March 6, 2021, and is scheduled to go before the House on March 10, 2021.

It is staff's understanding that this Plan will be implemented similarly to the 2020 CARES Act funding the City of Seagoville received in the amount of \$926,000.

### **FINANCIAL IMPACT:**

Local Governments would receive \$130.2 billion split evenly between counties and non-county municipalities. Dallas County HHS CARES allotted amount is yet to be determined.

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Email – Erica Terrazas, Dallas County Office of Strategy Mgt./CARES

**Subject:** American Rescue Plan Senate Update

Good morning, Dallas County Cities: Below is an update on the American Rescue Plan as it has come out of the Senate and amended as of March 6. Please keep in mind this is not the final version, and it may undergo additional changes as it makes its way back to the House on March 10 for final consideration before being sent to the President for signature.

- Local governments would receive \$130.2 billion, split evenly between counties and non-county municipalities.
- The payments would come in two tranches – 50% upfront approximately within 60 days after passage, and 50% no earlier than 12 months after the initial payment.
- The funding period would be through December 2024.
- Cities with populations over 50,000 would receive funding directly from the Department of Treasury, and cities with populations under 50,000 would receive aid directly from the States. Amount per jurisdiction may not exceed 75 percent of its most recent budget as of January 27, 2020.
- Funds would be allowed to be used for the following:
  1. Respond to the public health emergency with respect to the COVID19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
  2. Respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
  3. For the provision of government services to the extent of the reduction in revenue (i.e. online, property or income tax) due to the public health emergency relative to revenues collected in the most recent full fiscal year of the county prior to the emergency (I.e. January 20, 2020), or;
  4. Make necessary investments in water, sewer or broadband infrastructure.
- The Senate bills also outlines that:
  1. No funds shall be deposited into any pension fund.
  2. Failure to comply will require repayment to the Treasury.

As we head into final passage, we will keep you updated on any pertinent changes.

Respectfully,

*Erica Terrazas*

Senior Policy Analyst

Office of Strategy Management/CARES, Commissioners Court Administration

George Allen Courts Bldg. 7<sup>th</sup> Floor

600 Commerce Street

Dallas, Texas 75202

214-875-2183



## *Regular Session Agenda Item: 6*

**Meeting Date: March 15, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider appointing an elected public official to serve on the Board of Directors for STAR Transit.

### **BACKGROUND OF ISSUE:**

STAR Transit sent a letter to inform the City of Seagoville about a vacancy on their Board of Directors. The STAR Transit ByLaws requires the nomination to be open for their entire service area. As a member of the service area, the City of Seagoville is allowed to nominate an elected public official, if Council desires.

An eligible candidate must maintain a place of permanent residence or full-time employment in the STAR Transit service area. STAR Transit's service area consists of Kaufman and Rockwall Counties, Cities of Balch Springs, DeSoto, Hutchins, Mesquite, and Seagoville.

STAR Transit provided a nomination form which allows for the nomination of a Board of Directors Member and an alternate. Alternates vote only upon the absence of the Primary Board Member.

Nominees are asked to complete an application. STAR Transit would like nominees to complete the application for submission with the nomination form and return by Wednesday, March 31, 2021. STAR Transits Nominations Committee will review all eligible nominations and make a recommendation at an upcoming Board of Directors meeting.

For your convenience a copy of the ByLaws has been provided.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Letter, Nomination Form, and Application  
Copy of ByLaws

February 12, 2021

Mayor Dennis Childress  
City of Seagoville  
702 North Hwy 175  
Seagoville, TX 75159

RE: STAR Transit Board of Directors Open Position (Place 3)

Dear Mayor Childress,

Please be aware that STAR Transit now has an open Board of Directors position.

Under our current ByLaws, this open nomination process is open to our entire service area. Nominations will be accepted from any official elected to public office in the STAR Transit service area or any identified member of the public who has established residency in the STAR Transit Service Area. To be eligible to serve on the Board, the individual must be maintaining a place of permanent residence or full-time employment in the STAR Transit service area, currently in Kaufman and Rockwall Counties and the Cities of Balch Springs, DeSoto, Hutchins, Mesquite, and Seagoville.

As the Chief Elected Officer of your jurisdiction, we are providing a nominations form in case you would like to complete the form. The form allows you to nominate a Board of Director and an associated Alternate. Alternates to the STAR Board vote only upon absence of the Primary Board Member. If you choose to nominate someone, please have them complete the enclosed Board of Directors Application. To be considered, the forms and applications must arrive to STAR Transit by March 31, 2021.

Under our process, the Nominations Committee of the Board of Directors will review all eligible nominations and make a recommendation at an upcoming Board of Directors meeting.

For a copy of our ByLaws, additional nominations forms or Board of Directors Application, please see our website, [www.STARtransit.org](http://www.STARtransit.org).

If you have any questions, please feel free to contact Teresa Elliott, Executive Assistant at [TElliott@STARtransit.org](mailto:TElliott@STARtransit.org) or 469-474-2309.

Respectfully,



Tommy Henricks  
Executive Director





**BOARD OF DIRECTORS  
NOMINATION FORM**

**SECTION I: PERSON PROVIDING RECOMMENDATION**

AGENCY NAME  
(if applicable): \_\_\_\_\_ TITLE (if applicable): \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE #  
(Preferred): \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**SECTION II: PRIMARY BOARD MEMBER NOMINEE**

AGENCY NAME  
(if applicable): \_\_\_\_\_ TITLE (if applicable): \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE #: HM: \_\_\_\_\_ CELL: \_\_\_\_\_ WORK: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**SECTION III: ALTERNATE MEMBER NOMINEE**

AGENCY NAME  
(if applicable): \_\_\_\_\_ TITLE (if applicable): \_\_\_\_\_  
NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE #: HM: \_\_\_\_\_ CELL: \_\_\_\_\_ WORK: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**Form must be received by March 31, 2021 to STAR Transit.**

Mail To:  
STAR Transit  
Attn: Teresa Elliott  
P.O. Box 703  
Terrell, TX 75160

Email to:  
[Telliott@STARtransit.org](mailto:Telliott@STARtransit.org)

Fax to:  
Attn: Teresa Elliott  
972-563-0048

Website:  
[www.STARtransit.org](http://www.STARtransit.org)



## Application for Board of Directors

To be completed by the applicant.

The information supplied in this document and in your application will be treated in the strictest of confidence.

### APPLICANT NAME

|               |                    |                   |
|---------------|--------------------|-------------------|
| <b>Title:</b> | <b>First Name:</b> | <b>Last Name:</b> |
|---------------|--------------------|-------------------|

### DETAILS OF ADVERTISED VACANCY

|  |   |
|--|---|
| <b>Job Title:</b>  | <b>Location:</b>  |
| <b>Available Start Date:</b>   | <b>Primary Member</b><br><b>Alternate Member</b>  |
| <b>Application should be marked "PRIVATE AND CONFIDENTIAL" and forwarded to:</b> | Private and Confidential<br>Executive Assistant<br>PO Box 703<br>Terrell, Texas 75160<br>Or via email: <a href="mailto:telliott@startransit.org">telliott@startransit.org</a> |

## APPLICANT DETAILS

|   |                    |                   |            |           |
|---|--------------------|-------------------|------------|-----------|
| <b>Title:</b>   | <b>First Name:</b> | <b>Last Name:</b> |            |           |
| <b>Home Address:</b>  |                    |                   |            |           |
| <b>City:</b>  | <b>State:</b>      | <b>Zip Code:</b>  |            |           |
| <b>Do you have any friends or relatives working for STAR Transit?</b> |                    |                   | <b>Yes</b> | <b>No</b> |
| <b>If yes, state names and relationship:</b>                          |                    |                   |            |           |

## CONTACT DETAILS

|                      |              |
|----------------------|--------------|
| <b>Mobile Phone:</b> | <b>Home:</b> |
| <b>Email:</b>        |              |

|  |            |           |
|--|------------|-----------|
| <b>Do you have any commitment to another entity or person that might affect your position with STAR Transit? If yes, please provide brief details.</b>   | <b>Yes</b> | <b>No</b> |
| <b>Have you in the last 10 years, under your name or another name, been convicted of, pleaded guilty or nolo contendere to, received deferred adjudication for, or been on any form of diversion for any criminal offense? If yes, please provide brief details.</b> | <b>Yes</b> | <b>No</b> |
| <b>Have you ever, under your name or another name, been convicted of a crime, which resulted with your being in prison and released from prison or paroled? If yes, please provide brief details.</b>  | <b>Yes</b> | <b>No</b> |

## QUALIFICATIONS/TRAINING

|  |               |    |
|--|---------------|----|
| Please attach certified copies of all qualifications and certificates of attainment  |               |    |
| Title  | Year Obtained |    |
| <i>Open Meetings Act</i>   |               |    |
| <i>Public Information Act</i>  |               |    |
|  |               |    |
|  |               |    |
| Do you have any other experience, training, qualifications or skills, which you feel may make you especially suited for STAR Transit's Board of Directors? | Yes           | No |
| If yes, please list.   |               |    |

## MILITARY SERVICE

|   |                 |               |
|---|-----------------|---------------|
| Were you ever in the armed forces?  | Yes             | No            |
| If yes, what branch?  |                 |               |
| Dates of Duty:  | From:    /    / | To:    /    / |
| Have you obtained any special skills or abilities as a result of service in the military? | Yes             | No            |
| If yes, describe:   |                 |               |

## EMPLOYMENT DETAILS – APPLICANTS MUST COMPLETE

|                                       |               |           |
|---------------------------------------|---------------|-----------|
| Are you currently employed?           | Yes           | No        |
| May we contact your current employer? | Yes           | No        |
| Name of Employer:                     | Phone Number: |           |
| Position Held:                        | Supervisor:   |           |
| Duties/Skills:                        |               |           |
| Start Date:                           |               | End Date: |
| Reason for leaving:                   |               |           |

## REFERENCE DETAILS

Name of Reference:

Position Held:

Phone Number:

Name of Organization:

Name of Reference:

Position Held:

Phone Number:

Name of Organization:

Name of Reference:

Position Held:

Phone Number:

Name of Organization:

## CERTIFICATION

I hereby certify that the above information is correct and complete to the best of my knowledge and belief. I understand that, if I am nominated, I will be liable to dismissal if any of the statements in my application are found to be deliberately misleading.

Applicants Name (print):

Signature:

Date:

# **STAR TRANSIT**

## **BYLAWS**

### **ARTICLE I – LEGISLATIVE ESTABLISHMENT**

The name of this organization shall be STAR Transit. STAR Transit is a political subdivision created under the Interlocal Cooperation Act of 1971 as amended, as codified in Chapter 791 of the Texas Government Code and operating as a Rural Transit District, as set forth in Chapter 458 of the Texas Transportation Code, which governs Rural Transit Districts.

### **ARTICLE II – SERVICE AREA**

The Service Area of STAR Transit is the area within which STAR Transit provides residential trip origins for curb to curb services plus the political subdivisions within which STAR Transit has a local government agreement for fixed route service and/or demand response service.

### **ARTICLE III - PURPOSE**

The purpose of STAR Transit is to facilitate mobility through the provision of a variety of public and specialized transportation services and projects.

### **ARTICLE IV - OFFICES**

The principal office of STAR Transit shall be maintained at 500 Industrial Boulevard, Terrell, Kaufman County, Texas 75160. The Registered Agent shall be the Executive Director of STAR Transit.

### **ARTICLE V – FISCAL YEAR**

The Fiscal Year of STAR Transit shall commence on each September 1 and conclude on August 31 of each following year.

### **ARTICLE VI– MEMBERSHIP OF THE BOARD OF DIRECTORS**

#### Places:

All Places on the Board of Directors shall be At-Large, with each Director (Primary Board Member or Alternate) responsible for the organization as a whole and for services throughout the entire Service Area. Full terms shall be four (4) year terms which are subject to reappointment procedures at the end of each term. Other than the need to be reappointed to begin a new

term, there is no limit on the number of consecutive terms. Directors shall serve in Places with Terms as follows:

Place 1: initial partial term ending August 31, 2021 and first full term September 1, 2021 to August 31, 2025

Place 2: initial partial term ending August 31, 2020 and first full term September 1, 2020 to August 31, 2024

Place 3: initial partial term ending August 31, 2020 and first full term September 1, 2020 to August 31, 2024

Place 4: initial partial term ending August 31, 2019 and first full term September 1, 2019 to August 31, 2023

Place 5: initial partial term ending August 31, 2019 and first full term September 1, 2019 to August 31, 2023

Place 6: initial partial term ending August 31, 2018 and first full term September 1, 2018 to August 31, 2022

Place 7: initial partial term ending August 31, 2018 and first full term September 1, 2018 to August 31, 2022

Transition:

Upon approval of these Bylaws, the existing voting membership of the Board of Directors shall be assigned to each of the Places above based on seniority. The longest tenured member shall be assigned to Place 1 and the least tenured member assigned to the highest numbered place. Seniority shall include attendance if necessary to break a tie in appointment date. Unless otherwise vacated by action of the member or action of the Board due to member's violation of the Bylaws, the existing members shall be assigned to the Places and terms above based on this transition protocol to serve both the initial partial term and the first full term.

#### Changes in Board Size:

Place 6 and Place 7 shall be optional Board positions, utilized as Active Places or Inactive Places at the beginning of each Fiscal Year as per the protocol below:

- In the event Place 6 is filled with a Primary Board Member serving a term at the start of the Fiscal Year, Place 6 shall remain active for the course of that Fiscal Year. In the event Place 6 is not filled with a Primary Board Member serving a term at the start of the Fiscal Year, Place 6 shall be inactive for the entire Fiscal Year unless the Board makes an affirmative vote to activate and subsequently fill Place 6.
- In the event Place 7 is filled with a Primary Board Member serving a term at the start of the Fiscal Year, Place 7 shall remain active for the course of that Fiscal Year. In the event Place 7 is not filled with a Primary Board Member serving a term at the start of the Fiscal Year, Place 7 shall be inactive for the entire Fiscal Year unless the Board makes an affirmative vote to activate and subsequently fill Place 7.

#### Voting Structure:

Each seat on the Board will be provided one vote, with the exception of the Chairman who will only vote on a tie. A quorum of the Board of Directors shall consist of at least 51 % of Active Places and all matters shall be passed by a majority vote of at least 51% of the Active Places represented at the meeting. If the Primary Board Member is present, only the Primary Board Member may vote. If the Primary Board member is not present, only the Alternate from the same Place number may represent the Primary Board Member and, as necessary, vote. An Alternate may represent only one Primary Board Member at any given meeting. Members must be in attendance to vote. No proxy or absentee voting will be allowed.

#### Election:

Effective at the completion of the first full terms as shown above, the following process shall be utilized to fill Places on the Board of Directors:

1. The Board shall elect a Nominations Committee consisting of the Chairman, the Vice-Chairman and one additional Primary Board Member. The Nominations Committee

shall convene ninety (90) days prior to the end of any term and as necessary to fill any vacancies.

2. STAR Transit shall send letters to the Chief Elected Official of every County and every Municipality in its Service Area notifying them of the opportunity to nominate an at-large Primary Board Member to replace a current Primary Board Member with an expiring term or to fill a current vacancy or to fill an anticipated vacancy. The nomination request letter shall provide a deadline and a return mailing address. A nomination form may be provided with the letter to elected officials. Such opportunity to nominate shall be held open for no less than forty five (45) days and shall be advertised on the STAR Transit homepage and in at least one newspaper of general circulation proximate to STAR Transit's Principal Office. Nominations shall be accepted from any official elected to public office in the STAR Transit Service Area or any identified member of the public who has established residency in the STAR Transit Service Area. Any Primary Board Member or Alternate of the Board of Directors currently serving and desiring to be considered for an additional term shall be deemed nominated if such request for an additional term is provided in written form during the open nomination period. All written communication received during an open nomination process shall be publicly available.
3. The Nominations Committee shall convene no less than seven (7) days prior to any Board Meeting to discuss nominations received. The Nominations Committee shall consider the following factors in developing a Board Member recommendation: commitment to the transit customer, commitment to STAR Transit, experience in similar public or private service, ability to attend and provide a positive contribution at Board Meetings, ability to serve as an ambassador for STAR Transit, diversity of the Board of Directors, impact on the geographic distribution of Board Members, ability to represent a broad geographic area, and any unique personal or professional skills, knowledge or experience that may be beneficial to the Board. The Nominations Committee may consider additional factors. The Nominations Committee shall make a recommendation to the Board of Directors only at a Board Meeting at which the specific Place and Term to be filled have been noticed as an agenda item on the publicly available, formally posted meeting agenda with an opportunity for public comment occurring prior to the report of the Nominations Committee.

4. At the Board Meeting, the Nominations Committee shall present the nominations received as well as its recommendation and the Board of Directors may then, by majority vote, elect a person to the Board of Directors from any of the nominations to fill the specified Place and Term.

Geography:

All Directors, both Primary Board Members and Alternates, shall, at all times, be required maintain a place of permanent residence or full-time employment in the most current STAR Transit Service Area. Violation of this requirement shall be a disqualification resulting in a vacancy in such Place.

Vacancies:

A vacancy occurs automatically and immediately when a Director's term expires or when the Director no longer resides in the most up to date Service Area or when the Director resigns in writing or perishes. In addition, the Board may remove a Director with a 51% vote of the Board in any of the following circumstances: the member becomes mentally or physically incapacitated; misses without reasonable excuse two (2) consecutive regular meetings of the Board of Directors; becomes legally disqualified to serve; or exhibits behavior of moral turpitude in any professional, political or personal setting. Any appointment to fill a vacancy during a term shall only be for the unexpired portion of the term.

Alternates to the Board:

Each Place identified above shall have an Alternate with the regular terms of office corresponding to those above. An Alternate is the Director appointed to participate and vote in the absence of a Primary Board Member. An Alternate will receive all meeting materials provided to the Primary Board Member, and is encouraged to attend meetings on a regular basis in order to be knowledgeable on issues and prepared to vote, should the Primary Board Member be unable to attend a particular meeting. In order to ensure coordination, between the Primary Board Member representing a Place and an Alternate, all information requests by the Alternate should be made directly with the Primary Board Member. Such Alternates shall only vote when the Primary Board Member is not present and then shall have full voting privileges and shall be counted in the determination of question. Alternate Places shall be filled in

conjunction with and only serve concurrent with the Primary Board Member. In the case of a vacancy of Primary Board Member, the Alternate shall serve in the Place of the Primary Board member until such time as the Board fills both the Primary Board Member Place and the Alternate Place according to the Election Section of these Bylaws. In the case of a vacancy of an Alternate, the Board of Directors Nominations Committee, and subsequently the Board of Directors shall consider the recommendation of the impacted Primary Board Member for a new Alternate. In the case of an expiring term or vacancy of both the Primary Board Member and Alternate, the process described under the Election Section of these bylaws shall be used to fill both the Primary Board Member and Alternate positions. Place 6 and Place 7 shall only have Alternates in such cases as the Board has selected to fill the respective Place 6 and Place 7 Primary Board Members.

#### **ARTICLE VII – ROLE OF THE BOARD OF DIRECTORS**

Functions:

1. Set policy and establish goals for the organization.
2. Prioritize goals and objectives, delegating the responsibility to get the job done.
3. Represent the organization to the public.
4. Establish reporting procedures to hold the Executive Director accountable.
5. Hire and fire the Executive Director, including authority to execute an employment contract with the Executive Director and evaluating the Executive Director's performance annually.
6. Conduct periodic evaluation for program services.
7. Help develop and approve an annual budget including amendments thereto; reviews and receive an annual audit.
8. Review and approve monthly financial statements.
9. Approve all loans and debt of any kind.
10. Manage the assets of the organization.
11. Approve personnel policies including benefits and leaves.
12. Review the Bylaws periodically.

Special Rules:

Board Members and Alternates shall not receive any compensation for their service, except

registration costs and reimbursement of mileage to and from pre-approved professional conferences in the region, pre-approved transit events in the region, STAR Transit Board Meetings, sub-committee meetings, and Advisory Board meetings, and STAR Transit Public Meetings. In addition, Board Members and Alternates may also receive travel expenses associated with professional conferences outside the region.

The Board of Directors, Executive Committee, Nominating Committee standing and special committees are authorized to use email voting so long as a quorum is represented, and the vote is ratified at the next meeting of the Board or committee if so requested by any member.

## **ARTICLE V – ADVISORY COMMITTEES**

### **Section I:**

In order to facilitate the input of the geographical service area of STAR Transit, certain Advisory Boards may be created as deemed necessary by the Board of Directors.

### **Section II:**

Such Advisory Boards shall serve only in an advisory non-voting capacity and a member of any such Advisory Board may attend the regular or special meetings of the Board of Directors.

### **Section III:**

Membership of any Advisory Board shall be by appointment of the Board of Directors by recommendation of the Executive Director. Advisory Boards shall consist of no less than three (3) members, and shall be chaired by the Chairman of the Board, or his or her designee.

### **Section IV:**

Meetings of any Advisory Board shall be at the discretion of the STAR Transit Board Chairman.

### **Section V:**

Expenses of the Advisory Board(s) shall be governed by Article IV, Section 3.

### **Section VI:**

The Advisory Board shall report to and make recommendations to the Board.

## **ARTICLE VI - MEETINGS**

### **Section I:**

The Board of Directors of STAR Transit will hold regular meetings at its principal office at least quarterly during the calendar year following a regular schedule established by the Executive

Director.

**Section II:**

The meetings of the Board of Directors shall be subject to the Texas Open Meetings Act, Texas Government Code Chapter 551; Texas Public Information Act Chapter 552 of the Texas government Code.

**Section III:**

Records of the meetings of the Board of Directors are subject to the provisions of the Open Records Act, Texas Vernon Civil Statutes Article 6252-17a as amended. Any Advisory Board formed under the auspices of these Bylaws shall be subject to the same provisions of the statute.

**Section IV:**

Special meetings of the Board of Directors for any purpose or purposes may be called by the Chairman of the Board of Directors upon recommendation of any Primary Board Member, Alternate or the Executive Director.

**ARTICLE VII - THE EXECUTIVE DIRECTOR**

**Section I:**

The Executive Director of STAR Transit shall administer the policies and programs determined by the Board of Directors and will be responsible for the staff and management of the organization.

**Section II:**

The Executive Director shall be an employee of the Board of Directors and shall be responsible to the Board of Directors.

**Section III:**

The Executive Director or designee shall be present at all board meetings.

**ARTICLE VIII - OFFICERS**

**Section I:**

The Board of Directors shall select a Chairman, Vice Chairman and Secretary from among its membership. These three Primary Board Members shall serve as the Executive Committee.

**Section II:**

The Primary Board Member serving as Vice Chairman shall serve as the Chairman in the absence of the Chairman. The Secretary shall serve as the Chairman in the absence of the Chairman

and Vice Chairman. Officers of the Board of Directors shall perform the duties delegated to them by the Board of Directors.

**Section III:**

All Officers shall serve a one (1) year term and may serve successive terms. Officers will be elected annually, and shall serve until a subsequent vote for officers is completed.

**Section IV:**

Officers of the Board may be removed, and replacements selected for cause by a vote of the Board of Directors.

**ARTICLE IX - OTHER COMMITTEES**

**Section I:**

The Board of Directors shall have the authority to establish additional standing committees as are deemed necessary to carry on the work of the organization.

**Section II:**

The members of such Advisory Committees or Special Committees shall be appointed by the Board of Directors.

**Section III:**

No Special Committee established under these Bylaws or established in the future, or other provisions contained in these Bylaws shall have the authority to bind the organization in any way or commit or obligate it in any way unless expressly approved by the Board of Directors.

**ARTICLE X - RELATIONSHIPS**

It shall be the practice and spirit of STAR Transit to cooperate with other governmental units and organizations in carrying out its activities and practices.

**ARTICLE XI - AMENDMENTS**

The Bylaws of this political subdivision may be amended at any regular meeting of the Board of Directors by the vote of the majority of all the members present.

**ARTICLE XII - RULES OF ORDER**

The current addition of Robert's Rule of Order shall be the guiding rules of order and procedures in any questions arising out of vagueness, inconsistency, or lack of foresight by these Bylaws.

**ARTICLE XIII -CONFLICT OF INTEREST**

No Director, Officer or Employee of STAR Transit shall ever solicit or accept, directly or indirectly, any gift, favor or privilege from any individual and/or entity which does business with STAR Transit. No Director or Officer of STAR Transit shall be eligible for employment by STAR Transit for a period of one (1) year following their last date of service. No Director, Officer, or Employee of STAR Transit shall have a financial interest, either directly or indirectly, or by reason of ownership of stock in any corporation or entity which conducts business with STAR Transit; in any contract with STAR Transit; or be financially interested, directly or indirectly in the sale to STAR Transit of any land, materials, supplies, or services, except on behalf of STAR Transit as a Director, Officer or Employee. This provision shall only be applicable when the stock or interest owned by any Director, Officer or Employee exceeds one percent (1 %) of the total capital stock of any corporation or the whole of any other entity or business which conducts business with STAR Transit.

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On this 24<sup>th</sup> day of July, 2018, STAR Transit Board of Directors approved the revisions of the STAR Transit By-Laws.

Roy Ferrell  
Roy Ferrell, Board Chairman

ATTEST: Teresa V. Elliott  
Teresa V. Elliott  
STAR Transit Executive Assistant

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

**Meeting Date: March 15, 2021**

### **ITEM DESCRIPTION:**

Conduct a public hearing on a request for changing the zoning from "PD-R-5" Planned Development - Residential-5 to "PD-R-5-SUP" Planned Development - Residential-5 with a Special Use Permit, which shall expire on September 19, 2021, to allow for a temporary batch plant, on approximately 0.53± acres being Lots 4, 5 and 6, of the Tredway Estates Phase I Subdivision located at Alto Road and Wooley Way, in the City of Seagoville, Texas.

### **BACKGROUND OF ISSUE:**

The land is currently unimproved.

The applicant Shepherd Place Homes Inc., and their contractor THB Construction LLC, has approved construction plans to construct a subdivision called Tredway Estates Phase 1 containing 69 lots for single family homes and 5 common areas. Today they are requesting to change the current zoning on 3 proposed lots (Lots 4 through 6 of Block B; a total of 0.5± acres) from a planned development with an R-5 base zoning (PD-R5) to PD-R5 with a special use permit) for a temporary concrete batch plant to be used for the paving of the proposed internal streets of the subdivision.

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 Thursday, February 4, 2021, edition of the Daily Commercial Record newspaper. There are eighty-three (83) properties (including the subject parcel) plus part of four (4) public streets within the 200-foot notice boundary. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Friday, February 5, 2021. As of Friday, February 12, 2021, one (1) letter was returned against the request. Two (2) letters were returned in favor the request. No (zero) letters were returned as undeliverable by the U.S. Postal Service. No one (zero) spoke for or against the request at the meeting.

For the City Council meeting, a legal ad was published again per the Texas Local Government Code in the Friday, February 26, 2021, 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 Monday, March 1, 2021. As of the date of this report, Tuesday, March 9, 2021, two (2) 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 February 23<sup>rd</sup>, the Planning and Zoning Commission voted unanimously (five to zero) in favor of recommending approval with staff's- recommended conditions on a request to change the zoning on approximately 0.5± acres northeast of the intersection of Alto Road and Wooley Way on Tract 7.1 of the John D. Merchant Abstract 850 from PD-18-01-A1 (a planned development with a R-5 base zoning ) to PD-18-01-A1-SUP (PD with a Special Use Permit) for a Temporary Concrete Batch Plant. The conditions of approval were:

- Deliveries must access the site via U.S. Highway 175 to Seagoville Road to Alto Road to Wooley Way between 9:00 am and 2:00 pm on school days and operational hours on non-school days.
- Special Use Permit limited to 180 calendar days with a maximum two (2) 60-day (each) time extensions granted by City Manager.
- Operational hours of Monday through Friday 7:00 AM to 6:00 PM and Saturdays 7:00 AM to 5:00 PM.

Staff supports the request with the listed conditions.

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

1. Staff Report (4 pages)
2. 2019 aerial photograph from DCAD website (batch plant under purple rectangle)
3. Dimensional property map from DCAD website (batch plant under purple rectangle)
4. Zoning map (zoning information added to dimensional map)
5. Application submittal
  - A. Application
  - B. TCEQ permit (4 pages)
  - C. TCEQ response letter (2 pages)
6. Approved construction plat with batch plant location added (11x17; batch plant under purple rectangle)
7. Notice to newspaper
  - A. For Planning and Zoning Commission
  - B. For City Council
8. Notice to property owners
  - A. Notice to property owners for Planning and Zoning Commission (2 pages)
  - B. Responses received (3 pages)
9. List of property owners within 200 feet of subject parcels (3 pages on legal paper)



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

**DATE:** MARCH 15, 2021  
**AUTHOR:** JENNIFER BONNER, PLANNER  
**APPLICANT:** SHEPHERD PLACE HOMES; THB CONSTRUCTION  
**LOCATION:** NORTHEAST OF INTERSECTION OF ALTO ROAD & WOOLEY WAY

**REQUEST SUMMARY:**

The applicants are requesting that the current zoning be changed on about 0.5-acres under the larger yellow star that is outlined in red so that a temporary concrete batch plan can be brought to the developing subdivision for use in paving its new streets and sidewalks.



**REQUEST LOCATION:** Inside City; Dallas County

| SIZE OF PROPERTY  | EXISTING ZONING | SURROUNDING ZONING   | EXISTING LAND USE | SURROUNDING LAND USE    |
|---|-----------------|--|-------------------|-------------------------|
| 15.7± acres for development;<br>0.5± acres for batch plant site | PD-18-01-A1     | <p><b>North:</b> PD-R5, Planned Development with R-5 base zoning</p> <p><b>West:</b> PD-R5, Plan Development with R-5 base zoning</p> <p><b>East:</b> PD-R5, Plan Development with R-5 base zoning</p> <p><b>South:</b> R-5, Single Family Residential</p> | vacant            | Low Density Residential |

**PLANNING & ZONING COMMISSION RECOMMENDATION:**

On February 23<sup>rd</sup>, the Planning and Zoning Commission voted unanimously (five to zero) in favor of recommending approval with staff's recommended conditions on a request to change the zoning on approximately 0.5± acres northeast of the intersection of Alto Road and Wooley Way on Tract 7.1 of the John D. Merchant Abstract 850 from PD-18-01-A1 (a planned development with a R-5 base zoning ) to PD-18-01-A1-SUP (PD with a Special Use Permit) for a Temporary Concrete Batch Plan. The conditions of approval were:

- Deliveries must access the site via U.S. Highway 175 to Seagoville Road to Alto Road to Wooley Way between 9:00 am and 2:00 pm on school days and operational hours on non-school days.
- Special Use Permit limited to 180 calendar days with a maximum two (2) 60-day (each) time extensions granted by City Manager.
- Operational hours of Monday through Friday 7:00 AM to 6:00 PM and Saturdays 7:00 AM to 5:00 PM.

Staff supports the request with the listed conditions.

|  |                  |
|--|------------------|
| <b>Planning &amp; Zoning Commission reviews and makes a recommendation to the City Council, which makes the final decision on the request.</b> |                  |
| Detailed explanations follow on the attached pages.  |                  |
| <b>STANDARD:</b>   | <b>ANALYSIS:</b> |
| Development Calendar (Deadlines)   | Has Met          |
| Application(s) Requirements  | Has Met          |
| Zoning Code  | Has Met          |

COMPARISON TO ADOPTED CITY MASTER PLANS

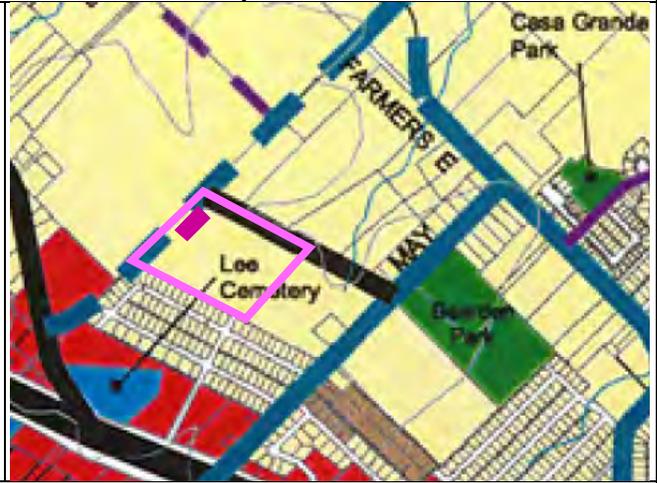
STAFF ANALYSIS

PLAN GOALS OR GUIDELINES

2002 Future Land Use Plan and Map

The planned subdivision (outlined in pink) will encompass about 16-acres but only about 0.5-acres of that area (purple rectangle) will be used for the temporary concrete batch plant associated with the Special Use Permit (SUP) request. This entire area of Seagoville is in an area expected to remain as Low Density Residential (light yellow color).

Meets Standard



2006 Thoroughfare Plan and Map

The subdivision in the request (outlined in pink) will access to Alto Road (a Major Collector) via an eastward extension of Wooley Way behind the elementary school. The location of the temporary concrete batch plant associated with the Special Use Permit (SUP) request for the area under the purple rectangle.

Construction of all new street pavements for the development - including a widening of Alto Road - are shown in the subdivision's construction plans meet the Master Thoroughfare. Right-of-way dedication for these locations will be completed with the final plat of the subdivision.

Meets Standard

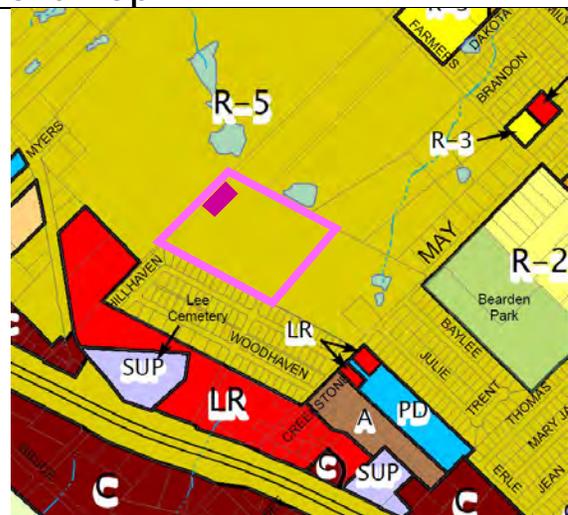


2009 Zoning Plan and Map

The site's zoning was changed to a planned development in 2018. The total site encompasses about 16-acres of vacant land in the mustard yellow colored area shown under the pink outline. The original concept plan was amended in June 2019 and its construction plat was approved in November 2019.

The applicant is requesting that the zoning for the development be revised to allow a temporary concrete batch plant to be placed under the purple rectangle for the paving of all new streets and sidewalks.

Meets Standard



| REVIEW CRITERIA  | STAFF ANALYSIS |  |
|--|----------------|--|
| 1. Will the use conform to off- street parking and loading requirements?   | Yes            | As this Special Use Permit (SUP) is for a temporary use, it has no parking or loading requirements other than both activities must be contained within the boundary of the SUP site itself.  |
| 2. Has a site plan been submitted showing the layout of the proposed development/ use?   | Yes            | A plan has been submitted for where the batch plant will be located, but nothing has been provided that shows how the use of the area itself will be laid out.   |
| 3. Are all of the ingress and egress ways adequate?  | Yes            | Since ingress and egress will be via existing public streets, these criteria will be met.  |
| 4. 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 application is for the area needed (about 0.5-acres) of the total subdivision's site (15+acres) for the plat to operate. There will be no structures for the batch plant that will remain on-site after all paving has been completed.   |
| 5. Will granting the permit be authorizing less than the minimum requirements in regards to height, area, setbacks, parking, or landscaping? | Yes            | These items have code-defined minimums for permanent installations. This Special Use Permit is for a limited time (temporary for about 180 days) so is not controlled by these code sections. 60-day time extensions can be requested when weather delays the completion of the paving for the subdivision. Requests should be submitted to the City Manager for review and possible approval. |
| 6. Are there any outside lighting or screening controls that needs to be installed?  | Yes            | No information has been provided to address these possible concerns. Staff recommends that all lighting be pointed into the developing subdivision (not along Alto Road). Due to the distance between the site and the residential uses (200-feet), Staff is recommending that screening of the batch plant for dust and other air-borne erosion-related items.                                |
| 7. Will the proposed landscaping and screening be compliant with all City regulations?   | Yes            | These requirements are usually for permanent installations and this operation will be temporary in nature.   |
| 8. Are there any special setbacks that are needed between this use and adjoining properties?   | Yes            | The closest residential uses from the batch plant are the new houses under construction across Alto Road and as little as 200-feet to the west. Existing residential structures are at least 500-feet from the proposed plant site.  |
| 9. What type of surfacing will be applied to parking areas and drives?   | Yes            | The batch plant will not place any pavement within its plant area. The accesses to the plant site will be paved with the subdivision improvements. These include the streets around the plant and Alto Road (to be widened from a 2-lane road to a 4-lane road along this development's boundary).   |
| 10. Will curbs and drainage structures be installed as part of the project?  | Yes            | The batch plant will be used for the paving of all public concrete areas - streets, sidewalks, handicap ramps, curbs-and-gutters, etc. It may also be used for concrete work related to other site utilities.  |
| 11. Will granting the permit be authorizing any use that is not allowed or that defies the intent of the district it will be located in?     | Yes            | The Special Use Permit portion of the code allows temporary concrete batch plants in all zoning districts.   |
| 12. Will the use be designated, located, and operated so that the public health, safety, and welfare will be protected?                      | Yes            | The batch plant will be placed between Alto Road and a new internal street for Tredway Estates. Staff is requiring that the truck route for all deliveries be U.S. Highway 175 to Seagoville Road to Alto Road to Wooley Way.  |
| 13. Will the land use be compatible with other area properties located nearby?   | Yes            | Once all streets are paved and other concrete has been placed, the batch plant will be removed and the area converted to three (3) residential building lots.  |

**STAFF REPORT  
Z2020-15**

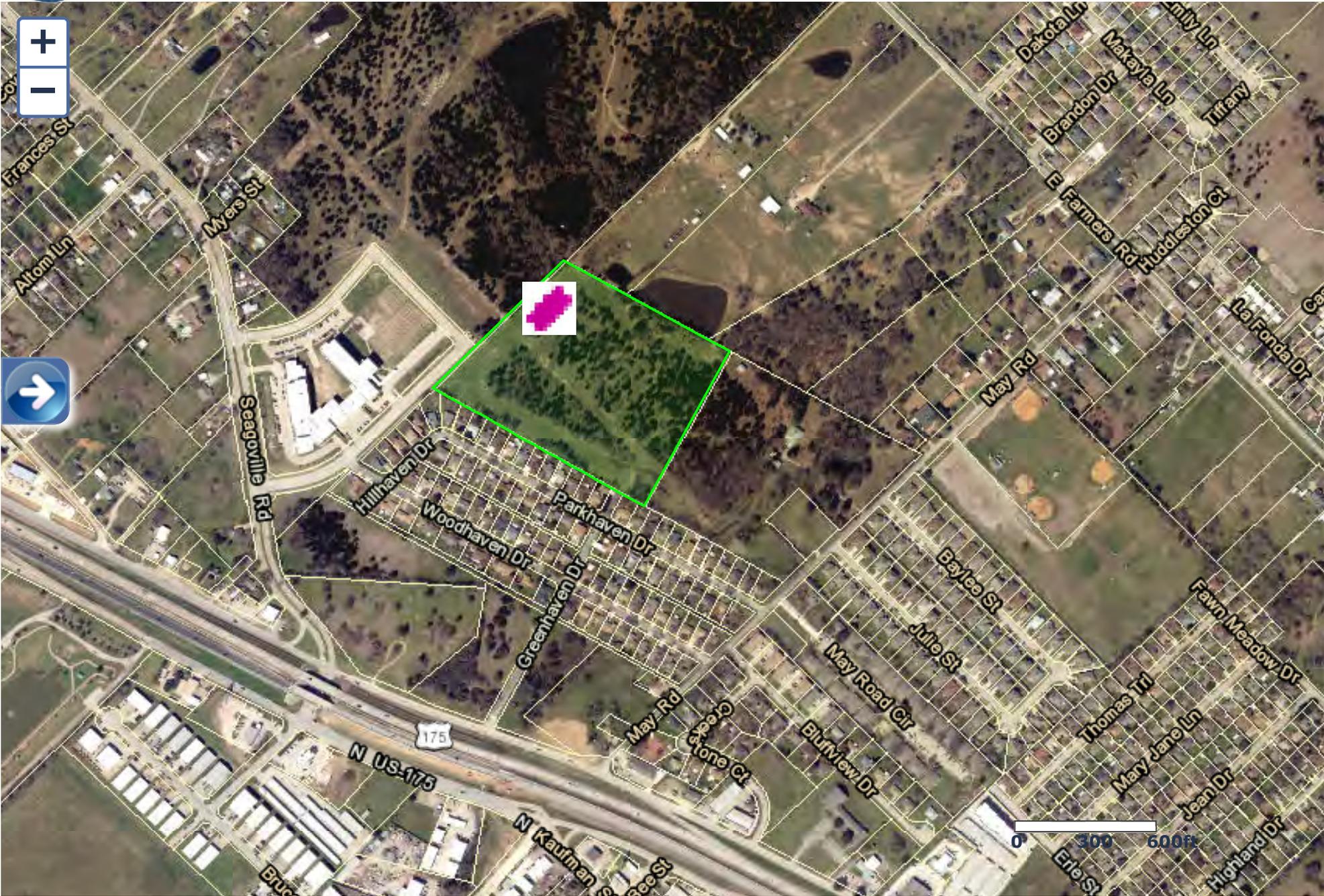
| REVIEW CRITERIA  | STAFF ANALYSIS |   |
|--|----------------|---|
| 14. Will the use conform to all provisions in the Code for the district in which the use is to be located?                 | Yes            | The Special Use Permit portion of the code allows <b>temporary</b> concrete batch plants in all zoning districts. Permanent asphalt and concrete plants are only allowed in the Heavy Manufacturing zoning district.          |
| 15. Will the use facilitate public convenience at that location?   | Yes            | Alto Road is an existing road that will be widened and improved as part of the subdivision's infrastructure installation and/or creation during the current phase of the project.   |
| 16. Have safeguards limiting noxious or offensive emissions, including light, noise, glare, dust, and odor been addressed? | Yes            | These items will be controlled through a state permit with the Texas Commission on Environmental Quality as well as city code enforcement. A copy of the TCEQ has been provided to the city as included as part of Exhibit 5. |
| 17. Will the signage conform to those portions of the Municipal Code?  | Yes            | There will be limited signage on-site for directing deliveries. The plant will only be on-site during the construction and installation of to-be-dedicated public infrastructure.   |
| 18. Will the open space be maintained by the owner and/or developer?   | Yes            | Open spaces connected to the subdivision are not part of this Special Use Permit application.   |

**Public Comments Received:** A legal ad was published per the Texas Local Government Code in the Thursday, February 4, 2021, edition of the Daily Commercial Record newspaper. There are eighty-three (83) properties (including the subject parcel) plus part of four (4) public streets within the 200-foot notice boundary. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Friday, February 5, 2021. As of Friday, February 12, 2021, one (1) letter was returned against the request. Two (2) letters were returned in favor the request. No (zero) letters were returned as undeliverable by the U.S. Postal Service. No one (zero) spoke for or against the request at the meeting.

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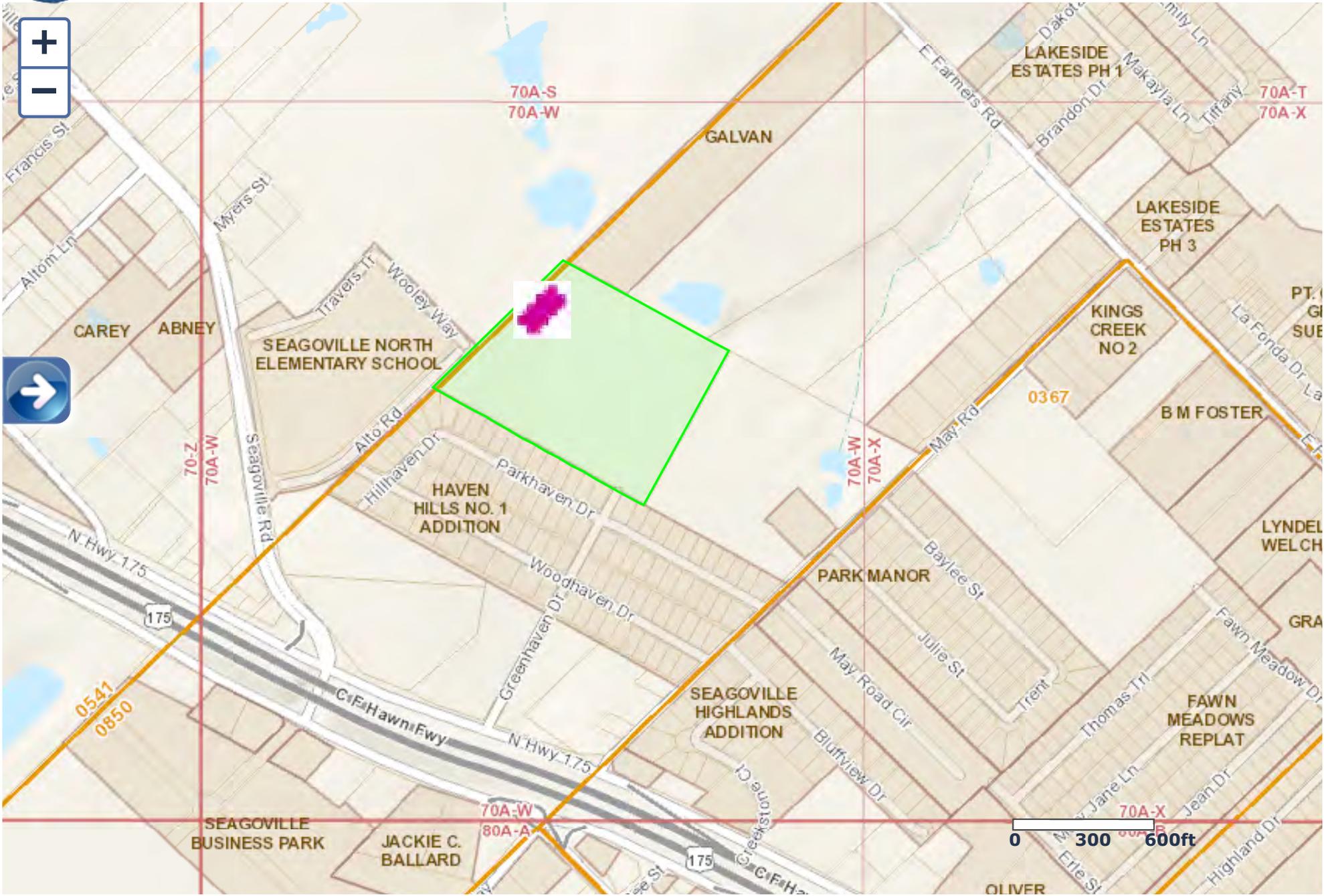


# DCAD Property Map





# DCAD Property Map







# 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: Tredway Estates Phase 1

Physical Location of Property: intersection Alto RD and Woolley way  
[General Location – approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description):  
Bk B lots 4, 5, 6

Acreage: .53 Existing Zoning: PD-R5 Requested Zoning: DRJ SUP Temp Batch Plan 1  
[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: SHEPHERD PLACE HOMES INC Applicant or Owner? (circle one)

Contact Person: ROBBIE LEE HALG VP Title: VP

Company Name: SHEPHERD PLACE HOMES INC

Street/Mailing Address: 620 PAULLETT RD City: GARLAND State: TX Zip: 75043

Phone: 972.475.1100 Fax: 972.771.7353 Email Address: cyares@robbiehalghomes.com

Engineer / Representative's Name: DAVID TIPTON

Contact Person: DAVID TIPTON Title: CONSTRUCTION MGR

Company Name: ENGINEERING CONCEPTS & DESIGN LP

Street/Mailing Address: 201 WINDCO CR 15TH 200 City: WYLIE State: TX Zip: 75048

Phone: 972.941.8400 Fax: 972.941.8401 Email Address: dtipton@ecdlp.com

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

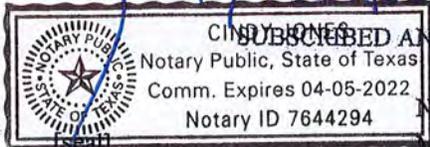
**All applications must be COMPLETE before they will be scheduled for P&Z agenda.** It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists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

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

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

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

Signed: [Signature] Title: VICE PRESIDENT Date: 10/29/2020



Subscribed and sworn to before me, this the 29 day of October, 2020.  
Notary Public in and for the State of Texas: Cindy Jones  
My Commission Expires On: 04-05-2022

**Office Use Only:** Date Rec'd: 10-09-2020 Fees Paid: \$ 250.00 Check #: Visa Receipt #: 639923  
Zoning Case #: Z2020-15 Accepted By: CF Official Submittal Date: 01-29-2021



**Texas Commission on Environmental Quality  
Regional Notification  
Standard Permits/Permits by Rule Relocation Form**

This form should be used in two circumstances: 1) Voluntarily for specified portable facilities under standard permit; and 2) As required for specified facilities under permit by rule (PBR) - see Section II. A Core Data form is not required to be submitted with this form if information in Section I (A) is completed. Checklists for the individual standard permit or PBR, as well as any appropriate referenced Tables should be attached, along with supporting information as requested in the form below. All information should be mailed or faxed to the appropriate regional office and any local air pollution control programs.

|  |                                  |   |
|--|----------------------------------|---|
| <b>I. REGISTRANT INFORMATION</b>   |                                  |   |
| A. TCEQ Customer Reference Number (No.): CN - 604093054  |                                  |   |
| TCEQ Regulated Entity No.: RN - 100806553  |                                  |   |
| Air Account ID No. (if known): 35131   | Equipment Serial/ID No.: 87-1020 |   |
| B. Company or Other Legal Customer Name <i>(must be same as Core Data "Customer" if previously submitted)</i> :  |                                  |   |
| Company Contact Name: THB Construction LLC   | Title: Project Manager           |   |
| Mailing Address: 1544 Valwood Pkwy Ste 100   |                                  |   |
| City: Carrollton   | State: TX                        | Zip Code: 75006   |
| Phone: 214-536-0477  | Fax No.: 972-764-8214            | E-mail Address: dpeek@thbconstruction.com   |
| <b>II. FACILITY AUTHORIZATION AND SITE INFORMATION</b>   |                                  |   |
| Name and Type of Facility: Portable Concrete Batch Plant   |                                  | <input type="checkbox"/> Permanent <input checked="" type="checkbox"/> Portable   |
| Address: Alto Rd and Wooley Way  | City: Seagoville                 | County: Dallas  |
| If no street address, provide written driving directions to the site: (attach description if additional space is needed)   |                                  |   |
| <b>Standard Permit Notification</b>  |                                  | <b>PBR Notification</b>   |
| Standard Permit Registration Number:   |                                  | PBR Registration Number:  |
| <b>Standard Permit Type (Check any that apply):</b>  |                                  | <b>PBR Rule (Check any that apply):</b>   |
| <input type="checkbox"/> Asphalt Concrete Plant Public Works Project<br><input checked="" type="checkbox"/> Concrete Batch Plant Public Works Project<br><input type="checkbox"/> Temporary Rock Crusher (Tier I or Tier II) |                                  | <input type="checkbox"/> Air Curtain Incinerator (§ 106.496)<br><input type="checkbox"/> YES <input type="checkbox"/> NO Federal operating permit application submitted<br><input type="checkbox"/> Remediation (§ 106.533)<br><input type="checkbox"/> Replacement Facility (§ 106.264)<br><input type="checkbox"/> Remediation Update (§ 106.533) |
| Expected Arrival Date: 03-19-21  |                                  | Departure Date: 09-19-21  |
| Time at Site: 180 days   |                                  | Hours of Operation: 7-7 mon - sat   |
| Is there another facility at this site?  |                                  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO   |
| If YES, enter facility type:   | Permit or Registration No.:      |   |
| <b>III. TECHNICAL INFORMATION AND REQUIREMENTS</b>   |                                  |   |
| A. Any changes to permitted sources or controls?<br>If "YES," please attach detailed description.  |                                  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO   |

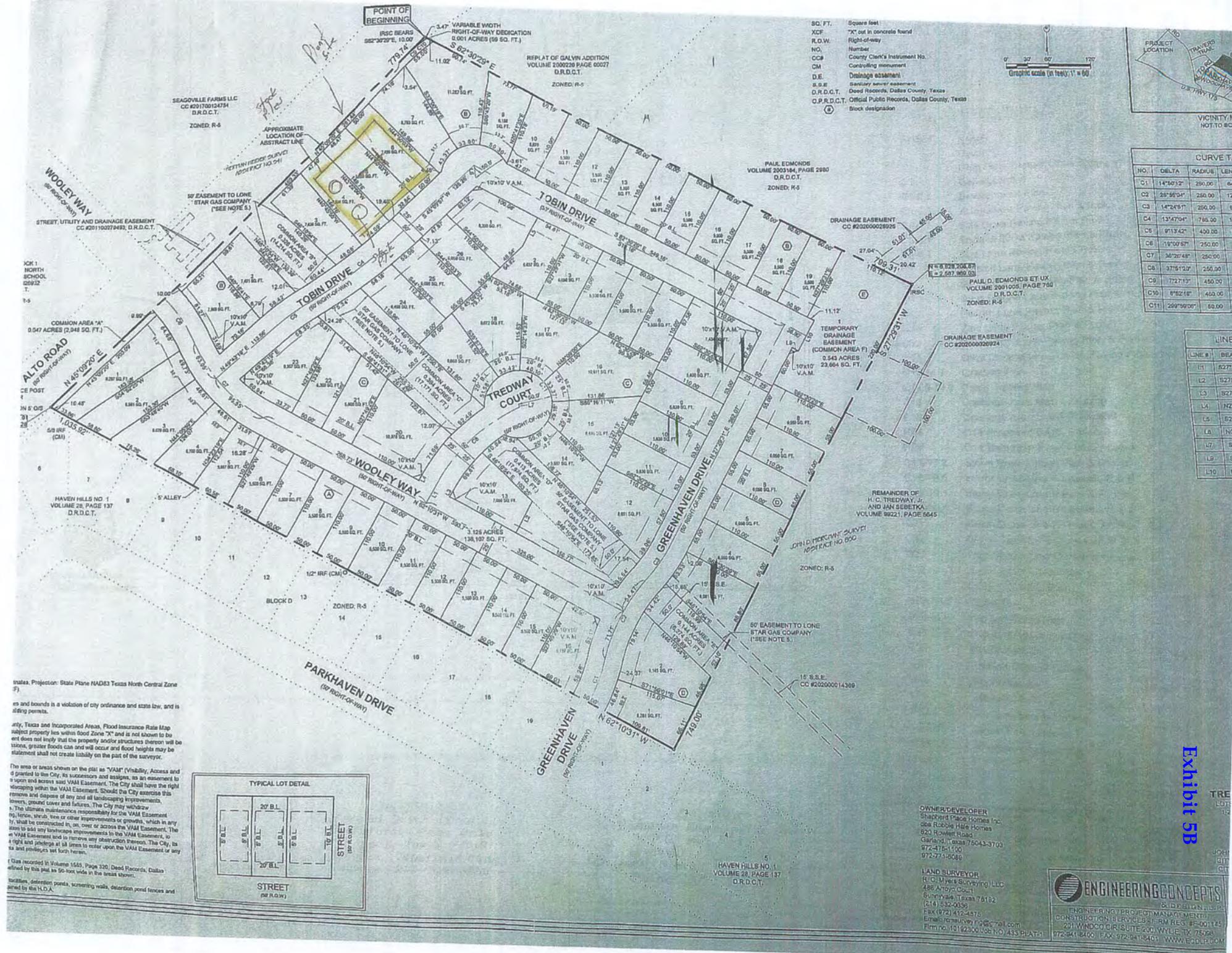


**Texas Commission on Environmental Quality  
Regional Notification  
Standard Permits/Permits by Rule Relocation Form**

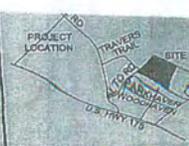
| <b>III. TECHNICAL INFORMATION AND REQUIREMENTS (continued)</b>  |   |                       |
|---|---|-----------------------|
| <b>B.</b> Is a checklist attached which shows how the facility meets all requirements of the PBR or Standard Permit?<br>If "NO," the applicant must attach detailed documents which show how all general and specific requirements will be met.   | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                       |
| <b>C.</b> Are applicable tables ( <a href="#">Table 17</a> , <a href="#">Table 29</a> , or any other applicable table) attached?<br>If "YES," list Table number:  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |                       |
| <b>D.</b> Is a plot plan attached (Include a scale, plant boundaries, all equipment, and distance/direction to nearest property line)?  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |                       |
| Is an area map attached (Include location relative to landmarks and distance/direction to the nearest structure)?   | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                       |
| <b>E.</b> What is the distance from this facility's emission release point to the nearest property line?  | <b>300</b>  | Feet                  |
| What is the distance from this facility's emission release point to the nearest off-property structure?   | <b>300</b>  | Feet                  |
| <b>IV. SIGNATURE FOR NOTIFICATION</b>   |   |                       |
| The signature below indicates that I have knowledge of the facts herein set forth and that the same are true and correct to the best of my knowledge and belief. I further state that to the best of my knowledge and belief, the facility will satisfy the conditions and limitations of the indicated standard permit or permit by rule. The facility will operate in compliance with all regulations of the Texas Commission on Environmental Quality and with U.S. Environmental Protection Agency regulations governing air pollution. |   |                       |
| Name: Don Peek  |   |                       |
| Signature: <u>DRK</u>   | <i>Please Print Name</i>  | Date: <u>01-18-21</u> |

PRINT

RESET



SQ. FT. Square feet  
 XCF "X" cut in concrete found  
 R.O.W. Right-of-way  
 NO. Number  
 CC# County Clerk's Instrument No.  
 CM Controlling instrument  
 D.E. Deed easement  
 S.S.E. Secondary survey easement  
 D.R.D.C.T. Deed Records, Dallas County, Texas  
 O.P.R.D.C.T. Official Public Records, Dallas County, Texas  
 Block designation



**CURVE TABLE**

| NO. | DELTA     | RADIUS | LENGTH |
|-----|-----------|--------|--------|
| C1  | 14°50'2"  | 290.00 | 64.74  |
| C2  | 25°50'0"  | 250.00 | 126.18 |
| C3  | 14°24'5"  | 250.00 | 62.98  |
| C4  | 13°47'0"  | 785.00 | 168.88 |
| C5  | 9°13'42"  | 400.00 | 64.4   |
| C6  | 18°09'8"  | 250.00 | 82.1   |
| C7  | 34°20'48" | 250.00 | 158    |
| C8  | 37°51'2"  | 250.00 | 101    |
| C9  | 72°11'3"  | 450.00 | 54     |
| C10 | 8°52'18"  | 450.00 | 9      |
| C11 | 26°59'05" | 50.00  | 2      |

**LINE TABLE**

| LINE # | BEARING |
|--------|---------|
| L1     | S27°46' |
| L2     | S27°14' |
| L3     | S27°14' |
| L4     | N27°14' |
| L5     | S27°14' |
| L6     | N04°17' |
| L7     | S24°17' |
| L8     | S65°17' |
| L9     | S65°17' |
| L10    | N24°17' |

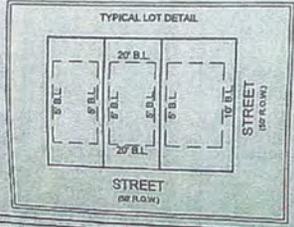
inales. Projection: State Plane NAD83 Texas North Central Zone  
 and bounds is a violation of city ordinance and state law, and is  
 and filing permits.

nity, Texas and Incorporated Areas, Flood Insurance Rate Map  
 subject property lies within flood Zone "X" and is not known to be  
 ent does not imply that the property and/or structures thereon will be  
 tions, greater floods can and will occur and flood heights may be  
 statement shall not create liability on the part of the surveyor.

The area or areas shown on the plat as "VAM" (Visibility, Access and  
 d granted to the City, its successors and assigns, as an easement to  
 upon and across said VAM Easement. The City shall have the right  
 occupying within the VAM Easement. Should the City exercise this  
 remove and dispose of any and all landscaping improvements,  
 lowers, ground covers and fixtures. The City may subdivide  
 s. The ultimate maintenance responsibility for the VAM Easement  
 ty, shall be constructed in, on, over or across the VAM Easement. The  
 as the VAM Easement used to remove any obstruction thereon. The City, its  
 a right and privilege at all times to enter upon the VAM Easement or any  
 sa and privileges set forth herein.

Data recorded in Volume 1445, Page 200, Deed Records, Dallas  
 defined by this plat as 50-foot wide to be exact.

facilities, detention ponds, screening walls, detention pond fences and  
 and by the H.D.A.



**OWNER/DEVELOPER**  
 Shea/Parade Place Homes Inc.  
 820 Rowlett Road  
 Garland, Texas 75043-3703  
 972-478-1100  
 972-771-8088

**LAND SURVEYOR**  
 R.C. Myers Surveying, LLC  
 488 Atopay Court  
 Sunnyvale, Texas 75152  
 (214) 532-0356  
 Fax: (972) 432-4375  
 Email: remmy@rcmyers.com  
 Firm No. 10192300 Lic. No. 433 P/AT-1

**ENGINEERING CONCEPTS**  
 & DESIGN, L.P.  
 ENGINEERING PROJECT MANAGEMENT  
 CONSTRUCTION SERVICES FIRM REG. #5000145  
 201 WINDCO CIR SUITE 200 WULF, TX 75501  
 972-941-8460 FAX: 972-941-8461 WWW.ECONCEPTS.COM

Exhibit 5B

TREC  
 LOT  
 12  
 JOHN  
 GITT  
 GITT



Jon Niermann, *Chairman*  
Emily Lindley, *Commissioner*  
Bobby Janecka, *Commissioner*  
Toby Baker, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

January 26, 2021

Mr. Don Peek, Project Manager  
THB Construction LLC  
1544 Valwood Pkwy, Ste 100  
Carrollton, Texas 75006-8427

Re: Relocation Request for a Concrete Batch Plant; Standard Permit Registration No. 35131;  
the intersection of Alto Rd and Wooley Way (Tredway Estates), Seagoville, Dallas County,  
Texas;  
TCEQ ID Nos.: RN100806553; CN604093054

Dear Mr. Peek:

This is in response to your relocation application concerning the proposed construction of the above listed concrete batch plant at the above listed location. Based on the information presented, the TCEQ DFW Regional Office Air Program has determined that the proposed authorization can be granted as of the date of this letter to construct and operate the concrete batch plant referenced above at the proposed site, since it is located in or contiguous to the right-of-way of a public works project.

The TCEQ DFW Regional Office understands that the concrete batch plant will remain at this site until the completion of the project. This authorization is contingent upon continued compliance with the conditions listed in the Standard Permit for Concrete Batch Plants and with all representations made in your relocation request. Any changes to the representations must have prior written approval from a delegated representative of the executive director.

In addition, you are reminded that all future applications for relocation must be submitted at least 12 business days prior to your estimated move date as required by the Standard Permit for Concrete Batch Plants and written authorization must be obtained prior to locating onsite. Failure to do so may result in denial of your relocation request or formal enforcement action.

After completion of construction or modification, start-up notification is required in accordance with 30 TAC 116.115(b)(2)(B)(i). Enclosed is a notification form for you to complete and send in prior to your construction or site move.

Mr. Don Peek, Project Manager  
Page 2  
January 26, 2021

You are reminded that regardless of whether a permit is required, these facilities must be in compliance with all regulations of the TCEQ and the U.S. Environmental Protection Agency at all times. If you need further information or have any questions, please contact Ms. Archer Tate at 817-588-5839.

Sincerely,

A handwritten signature in black ink that reads "Jaret Wessel". The signature is written in a cursive, slightly slanted style.

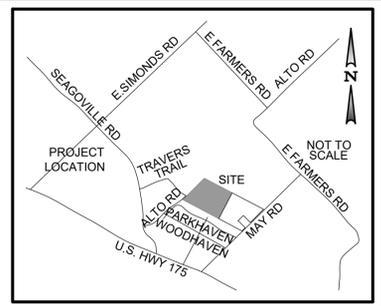
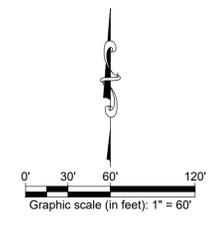
Jaret Wessel, Air Section Manager  
Dallas-Fort Worth Region Office  
Texas Commission on Environmental Quality

JAW/AET/jxs

Enclosure: *Updated Information for the Movement of a Portable Facility*

**ABBREVIATION LEGEND**

| ABBR.        | DEFINITION                                    |
|--------------|---|
| IRF          | Iron rod found                                |
| IRSC         | 5/8" Iron rod set with yellow cap "RPLS 3963" |
| SQ. FT.      | Square feet                                   |
| XCF          | "X" cut in concrete found                     |
| R.O.W.       | Right-of-way                                  |
| NO.          | Number  |
| CC#          | County Clerk's Instrument No.                 |
| CM           | Controlling monument                          |
| D.E.         | Drainage easement                             |
| S.S.E.       | Sanitary sewer easement                       |
| D.R.D.C.T.   | Deed Records, Dallas County, Texas            |
| O.P.R.D.C.T. | Official Public Records, Dallas County, Texas |



**CURVE TABLE**

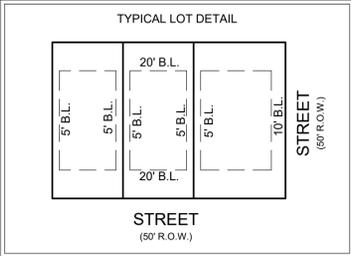
| NO. | DELTA      | RADIUS | LENGTH | CH. L  | CH. B       |
|-----|------------|--------|--------|--------|-------------|
| C1  | 14°50'12"  | 250.00 | 64.74  | 64.56  | N20°24'22"E |
| C2  | 28°55'04"  | 250.00 | 126.18 | 124.84 | S27°26'49"W |
| C3  | 14°24'51"  | 250.00 | 62.89  | 62.73  | N34°41'55"E |
| C4  | 13°47'04"  | 785.00 | 188.86 | 188.40 | N52°03'29"E |
| C5  | 9°13'42"   | 400.00 | 64.43  | 64.36  | S54°20'10"W |
| C6  | 19°00'57"  | 250.00 | 82.97  | 82.59  | N35°20'12"W |
| C7  | 36°20'48"  | 250.00 | 158.59 | 155.95 | S44°00'08"E |
| C8  | 37°51'20"  | 250.00 | 165.18 | 162.19 | S46°45'08"W |
| C9  | 7°27'13"   | 450.00 | 58.54  | 58.50  | S48°52'56"W |
| C10 | 6°52'16"   | 480.00 | 55.17  | 55.13  | S48°35'28"W |
| C11 | 299°59'06" | 50.00  | 261.79 | 50.01  | N35°19'43"W |

**LINE TABLE**

| LINE # | BEARING     | DISTANCE |
|--------|-------------|----------|
| L1     | S27°49'29"W | 35.51'   |
| L2     | S27°49'29"W | 50.76'   |
| L3     | S27°49'29"W | 10.51'   |
| L4     | N27°49'29"E | 10.51'   |
| L5     | S27°29'31"W | 48.24'   |
| L6     | N08°40'16"W | 18.58'   |
| L7     | S24°19'12"E | 4.63'    |
| L9     | S62°30'29"E | 11.00'   |
| L10    | N27°29'31"E | 50.00'   |

**NOTES:**

- Bearings are based on Texas State Plane Coordinates. Projection: State Plane NAD83 Texas North Central Zone 4202, Lambert Conformal Conic, Feet (TX83-NCF).
- NOTICE: Selling a portion of this addition by metes and bounds is a violation of city ordinance and state law, and is subject to fines and withholding of utilities and building permits.
- According to my interpretations of the Dallas County, Texas and Incorporated Areas, Flood Insurance Rate Map Number 48113C0545K, dated July 7, 2014, the subject property lies within flood Zone "X" and is not shown to be within a Special Flood Hazard Area. This 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 statement shall not create liability on the part of the surveyor.
- Visibility, Access and Maintenance Easements: The area or areas shown on the plat as "VAM" (Visibility, Access and Maintenance) Easement(s) are hereby given and granted to the City, its successors and assigns, as an easement to provide visibility, right of access for maintenance upon and across said VAM Easement. The City shall have the right but not the obligation to maintain any and all landscaping within the VAM Easement. Should the City exercise this maintenance right, then it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover and fixtures. The City may withdraw maintenance of the VAM Easement at any time. The ultimate maintenance responsibility for the VAM Easement shall rest with the property owner(s). No building, fence, shrub, tree or other improvements or growths, which in any way may endanger or interfere with the visibility, shall be constructed in, on, over or across the VAM Easement. The City shall also have the right but not the obligation to add any landscape improvements to the VAM Easement, to erect any traffic control devices or signs on the VAM Easement and to remove any obstruction thereon. The City, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement or any part thereof for the purposes and with all rights and privileges set forth herein.
- The easement and right-of-way to Lone Star Gas recorded in Volume 1585, Page 320, Deed Records, Dallas County, Texas, is blanket in nature and is defined by this plat as 50-foot wide in the areas shown.
- All open spaces, common areas, detention ponds, screening walls, and detention pond fences will be maintained by the H.O.A.



**OWNER/DEVELOPER**  
 Shepherd Place Homes Inc.  
 dba Robbie Hale Homes  
 620 Rowlett Road  
 Garland, Texas 75043-3703  
 972-475-1100  
 972-771-5089

**LAND SURVEYOR**  
 R. C. Myers Surveying, LLC  
 488 Arroyo Court  
 Sunnyvale, Texas 75182  
 (214) 532-0636  
 Fax (972) 412-4875  
 Email: rcmysurveying@gmail.com  
 Firm no. 10192300 Job NO. 433 PLAT-1

**ENGINEERING CONCEPTS & DESIGN, L.P.**  
 ENGINEERING / PROJECT MANAGEMENT /  
 CONSTRUCTION SERVICES - FIRM REG. #F-001145  
 201 WINDCO CIR, SUITE 200, WYLIE, TX 75098  
 972-941-8400 FAX: 972-941-8401 WWW.ECDPL.COM

|       |                                      |
|-------|--------------------------------------|
| SHEET | Date : 02.05.19                      |
|       | Scale : 1" = 60'                     |
| OF    | File : 06820 Preplat Tredway Estates |
|       | Project No. : 06820                  |

**Exhibit 6**

CONSTRUCTION PLAT  
**TREDWAY ESTATES PHASE ONE**  
 LOTS 1-16, BLOCK A; LOTS 1-19, BLOCK B; LOTS  
 1-26, BLOCK C; LOTS 1-8, BLOCK D (69 LOTS)  
 COMMON AREAS "A", "B", "C", "D" &  
 "E" (LOT 1, BLOCK E)  
 (5 H.O.A. LOTS)  
 15.723 ACRES OUT OF THE  
 JOHN D. MERCHANT SURVEY, ABSTRACT NO. 850  
 CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS  
 CITY PROJECT NO. \_\_\_\_\_

Z:\PROJECTS\06820 Tredway-Seagoville.dwg/Plat06820 Preplat Tredway Estates.dwg







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

February 5, 2021

**NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING & ZONING COMMISSION  
ZONING CASE Z2020-15**

The Seagoville Planning and Zoning Commission will hold a virtual public hearing on Tuesday, February 23, 2021, at 6:30 p.m. at <https://webinar.ringcentral.com/j/1484888351> to consider a request to change the zoning on approximately 0.5± acres northeast of the intersection of Alto Road and Wooley Way on Tract 7.1 of the John D. Merchant Abstract 850 from PD-18-01-A1 (a planned development with a R-5 base zoning ) to PD-18-01-A1-SUP (PD with a Special Use Permit) for a Temporary Concrete Batch Plant.

Individuals may state their opinions by video conference at the public hearing by using the link above. If you would like to make a public comment, please email Planner Jennifer Bonner at [jbonner@seagoville.us](mailto:jbonner@seagoville.us) no later than 4:00 P.M. on the day before the meeting.

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 Z2020-15 as it is described herein.

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

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

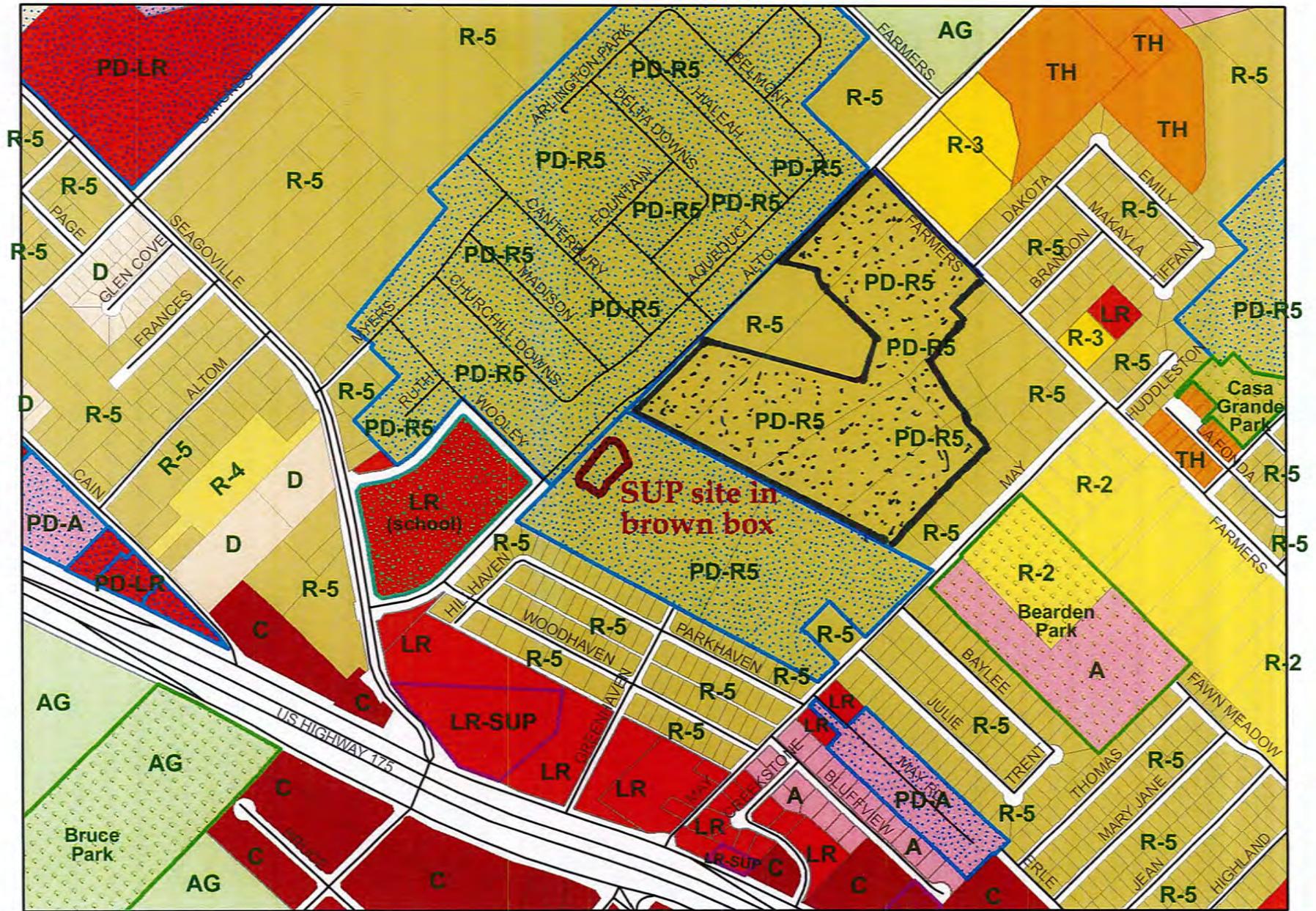
Signature(s): \_\_\_\_\_

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

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

City, State & Zip code: \_\_\_\_\_

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





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

February 5, 2021

NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING & ZONING COMMISSION  
ZONING CASE Z2020-15

RECEIVED  
FEB 10 2021  
BY: *qjb*

The Seagoville Planning and Zoning Commission will hold a virtual public hearing on Tuesday, February 23, 2021, at 6:30 p.m. at <https://webmeetingcentral.com/j/1-6-4888051> to consider a request to change the zoning on approximately 0.5± acres northeast of the intersection of Alto Road and Wooley Way on Tract 7.1 of the John D. Merchant Abstract 850 from PD-18-01-A1 (a planned development with a R-5 base zoning ) to PD-18-01-A1-SUP (PD with a Special Use Permit) for a Temporary Concrete Batch Plant.

Individuals may state their opinions by video conference at the public hearing by using the link above. If you would like to make a public comment, please email Planner Jennifer Bonner at [jbonner@seagoville.us](mailto:jbonner@seagoville.us) no later than 4:00 P.M. on the day before the meeting.

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*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 Z2020-15 as it is described herein.

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

Signature(s): *F J Schuster J*  
Printed Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State & Zip code: \_\_\_\_\_  
Phone Number: *287 2230*

FEBRUARY 5, 2021



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

February 5, 2021

RECEIVED  
FEB 11 2021

NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING & ZONING COMMISSION  
ZONING CASE Z2020-15

BY: *[Signature]*

The Seagoville Planning and Zoning Commission will hold a virtual public hearing on Tuesday, February 23, 2021, at 6:30 p.m. at <https://webinar.dng.entrat.com/j/1434888351> to consider a request to change the zoning on approximately 0.5± acres northeast of the intersection of Alto Road and Wooley Way on Tract 7.1 of the John D. Merchant Abstract 850 from PD-18-01-A1 (a planned development with a R-5 base zoning) to PD-18-01-A1-SUP (PD with a Special Use Permit) for a Temporary Concrete Batch Plant.

Individuals may state their opinions by video conference at the public hearing by using the link above. If you would like to make a public comment, please email Planner Jennifer Bonner at [jbanner@seagoville.us](mailto:jbanner@seagoville.us) no later than 4:00 P.M. on the day before the meeting.

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 Z2020-15 as it is described herein.

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

Signature(s): *Nancy Ashley*  
Printed Name(s): *NANCY ASHLEY*  
Address: *1702 Parkhauer Dr.*  
City, State & Zip code: *Seagoville, TX*  
Phone Number: *214-797-1829*

FEBRUARY 5, 2021



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

February 5, 2021

NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING & ZONING COMMISSION  
ZONING CASE Z2020-15

RECEIVED  
FEB 11 2021

BY: *gjs*

The Seagoville Planning and Zoning Commission will hold a virtual public hearing on Tuesday, February 23, 2021, at 6:30 p.m. at <https://webinar.ringcentral.com/j/1484888351> to consider a request to change the zoning on approximately 0.5± acres northeast of the intersection of Alto Road and Wooley Way on Tract 7.1 of the John D. Merchant Abstract 850 from PD-18-01-A1 (a planned development with a R-5 base zoning ) to PD-18-01-A1-SUP (PD with a Special Use Permit) for a Temporary Concrete Batch Plant.

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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 Z2020-15 as it is described herein.

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

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

Signature(s): *[Signature]*

Printed Name(s): DEWAYNE BURNS

Address: 1700 PARK HAVEN

City, State & Zip code: SEAGOVILLE, TX, 75159

Phone Number: (214) 538-9651

FEBRUARY 5, 2021

**Property Owners List for 405 May Road**  
**ZONING REQUEST Z2020-15: Temporary Concrete Batch Plant Special Use Permit**  
 Mailed out a total of 83 letters on Friday, February 5, 2021, before 5:00 PM

| Subject or adjoiner? | Site Address          | Owner                                    | DCAD account      | Mailing Address 1        | Address 2 | City       | State | Zip   | Acres  | Lot | Subdivision Name          | Block |
|----------------------|-----------------------|--|-------------------|--------------------------|-----------|------------|-------|-------|--------|-----|---------------------------|-------|
| Subject              | 405 May Road          | Shepherd Place Homes Inc.                | 65085006510070100 | 620 Rowlett Road         |           | Garland    | TX    | 75043 | 15.723 | 7.1 | John D. Merchant Abstract |       |
| Adjoiner             | 405 May Road          | H. C. Tredway, Jr.                       | 65085006510070000 | 405 May Road             |           | Seagoville | TX    | 75159 | 12.727 | 7   | John D. Merchant Abstract | 1     |
| Adjoiner             | 1616 Parkhaven Street | F. L. Sebastian                          | 50017500030050000 | 2210 North Highway 175   |           | Seagoville | TX    | 75159 |        | 5   | Haven Hills 1             | C     |
| Adjoiner             | 1618 Parkhaven Street | Victor I. del Rio Campos                 | 50017500030040000 | 1618 Parkhaven Street    |           | Seagoville | TX    | 75159 |        | 4   | Haven Hills 1             | C     |
| Adjoiner             | 1620 Parkhaven Street | Tim B. Tarlton                           | 50017500030030000 | 1620 Parkhaven Street    |           | Seagoville | TX    | 75159 |        | 3   | Haven Hills 1             | C     |
| Adjoiner             | 1622 Parkhaven Street | Ruth A. Smith                            | 50017500030020000 | 1622 Parkhaven Street    |           | Seagoville | TX    | 75159 |        | 2   | Haven Hills 1             | C     |
| Adjoiner             | 1624 Parkhaven Street | Ryan W. & Amy B. Clark                   | 50017500030010000 | 982 Chad Way             |           | Rockwall   | TX    | 75087 |        | 1   | Haven Hills 1             | C     |
| Adjoiner             |                       | City of Seagoville                       |                   | 702 North Highway 175    |           | Seagoville | TX    | 75159 |        |     | Haven Hills 1             |       |
| Adjoiner             | 1615 Parkhaven Street | Brenda Bowen                             | 50017500020040000 | 807 Ard Road             |           | Seagoville | TX    | 75159 |        | 4   | Haven Hills 1             | B     |
| Adjoiner             | 1617 Parkhaven Street | Heriberto S. Rojas & Oscar G. Cortes     | 50017500020030000 | 1617 Parkhaven Street    |           | Seagoville | TX    | 75159 |        | 3   | Haven Hills 1             | B     |
| Adjoiner             | 1619 Parkhaven Street | Dennis Moore                             | 50017500020020000 | 1816 Mount Pleasant      |           | Mesquite   | TX    | 75149 |        | 2   | Haven Hills 1             | B     |
| Adjoiner             | 1621 Parkhaven Street | Thomas & Vesta C. Lenamond               | 50017500020010000 | 1621 Parkhaven Street    |           | Seagoville | TX    | 75159 |        | 1   | Haven Hills 1             | B     |
| Adjoiner             | 1700 Parkhaven Street | DeWayne Burns                            | 50017500040190000 | 1700 Parkhaven Street    |           | Seagoville | TX    | 75159 |        | 19  | Haven Hills 1             | D     |
| Adjoiner             | 1702 Parkhaven Street | Nanacy L. M. Ashley                      | 50017500040180000 | 1702 Parkhaven Street    |           | Seagoville | TX    | 75159 |        | 18  | Haven Hills 1             | D     |
| Adjoiner             | 1704 Parkhaven Street | Gloria E. Herrera                        | 50017500040170000 | 1704 Parkhaven Street    |           | Seagoville | TX    | 75159 |        | 17  | Haven Hills 1             | D     |
| Adjoiner             | 1706 Parkhaven Street | Life Estate of Sharon McCandless         | 50017500040160000 | 1706 Parkhaven Street    |           | Seagoville | TX    | 75159 |        | 16  | Haven Hills 1             | D     |
| Adjoiner             | 1708 Parkhaven Street | Samuel S. Bautista & Minerva M. Gonzalez | 50017500040150000 | 1708 Parkhaven Street    |           | Seagoville | TX    | 75159 |        | 15  | Haven Hills 1             | D     |
| Adjoiner             | 1710 Parkhaven Street | Christopher J. & Stacy A. Gammons        | 50017500040140000 | 5127 Homeplace Lane      |           | Kaufman    | TX    | 75142 |        | 14  | Haven Hills 1             | D     |
| Adjoiner             | 1712 Parkhaven Street | James E. Lawson                          | 50017500040130000 | 1712 Parkhaven Street    |           | Seagoville | TX    | 75159 |        | 13  | Haven Hills 1             | D     |
| Adjoiner             | 1714 Parkhaven Street | Russell E. & Lan Chambless               | 50017500040120000 | 1402 Rapids Court        |           | Rockwall   | TX    | 75087 |        | 12  | Haven Hills 1             | D     |
| Adjoiner             | 1716 Parkhaven Street | Jennifer & Stephen Lawrence              | 50017500040110000 | 1716 Parkhaven Street    |           | Seagoville | TX    | 75159 |        | 11  | Haven Hills 1             | D     |
| Adjoiner             | 1718 Parkhaven Street | Roque D. Acuna                           | 50017500040100000 | 1718 Parkhaven Street    |           | Seagoville | TX    | 75159 |        | 10  | Haven Hills 1             | D     |
| Adjoiner             | 1720 Parkhaven Street | Cameron R. Chambers                      | 50017500040090000 | 1720 Parkhaven Street    |           | Seagoville | TX    | 75159 |        | 9   | Haven Hills 1             | D     |
| Adjoiner             | 1722 Parkhaven Street | Rene Rodriguez                           | 50017500040080000 | 1722 Parkhaven Street    |           | Seagoville | TX    | 75159 |        | 8   | Haven Hills 1             | D     |
| Adjoiner             | 313 Havenhill Street  | Savoy Development & Acquisitions LLC     | 50017500040070000 | 6913 Traceland Drive     |           | Plano      | TX    | 75024 |        | 7   | Haven Hills 1             | D     |
| Adjoiner             | 311 Havenhill Street  | Lonnie R. Lynn                           | 50017500040060000 | 311 Havenhill Street     |           | Seagoville | TX    | 75159 |        | 6   | Haven Hills 1             | D     |
| Adjoiner             | 309 Havenhill Street  | Juana Martinez & Maria del Toro          | 50017500040050000 | 309 Havenhill Street     |           | Seagoville | TX    | 75159 |        | 5   | Haven Hills 1             | D     |
| Adjoiner             | 307 Havenhill Street  | Williamson Revocable Living Trust        | 50017500040040000 | 711 North Kaufman        |           | Seagoville | TX    | 75159 |        | 4   | Haven Hills 1             | D     |
| Adjoiner             | 1701 Parkhaven Street | Isela V. P. Rangel & Carlos Maldonado    | 50017500050120000 | 11050 Woodmeadow Parkway | #1420     | Dallas     | TX    | 75228 |        | 12  | Haven Hills 1             | E     |
| Adjoiner             | 1703 Parkhaven Street | Shyrrill D. D. Walker                    | 50017500050110000 | 1703 Parkhaven Street    |           | Seagoville | TX    | 75159 |        | 11  | Haven Hills 1             | E     |
| Adjoiner             | 1705 Parkhaven Street | Miachelle Gentry                         | 50017500050100000 | 1705 Parkhaven Street    |           | Seagoville | TX    | 75159 |        | 10  | Haven Hills 1             | E     |

## Property Owners List for 405 May Road

Exhibit 9

| Subject or adjoiner? | Site Address               | Owner                                | DCAD account      | Mailing Address 1       | Address 2                     | City       | State | Zip   | Acres  | Lot | Subdivision Name                   | Block |
|----------------------|----------------------------|--------------------------------------|-------------------|-------------------------|-------------------------------|------------|-------|-------|--------|-----|------------------------------------|-------|
| Subject              | 405 May Road               | Shepherd Place Homes Inc.            | 65085006510070100 | 620 Rowlett Road        |                               | Garland    | TX    | 75043 | 15.723 | 7.1 | John D. Merchant Abstract          |       |
| Adjoiner             | 1707 Parkhaven Street      | Sergio O. Navaro & Dolores Suarez    | 50017500050090000 | 1707 Parkhaven Street   |                               | Seagoville | TX    | 75159 |        | 9   | Haven Hills 1                      | E     |
| Adjoiner             | 1709 Parkhaven Street      | Antonio Olmos                        | 50017500050080000 | 1709 Parkhaven Street   |                               | Seagoville | TX    | 75159 |        | 8   | Haven Hills 1                      | E     |
| Adjoiner             | 1711 Parkhaven Street      | Chad N. Huffhines                    | 50017500050070000 | P.O. Box 2638           |                               | Forney     | TX    | 75126 |        | 7   | Haven Hills 1                      | E     |
| Adjoiner             | 1713 Parkhaven Street      | Tasheen M. Jackson                   | 50017500050060000 | 1713 Parkhaven Street   |                               | Seagoville | TX    | 75159 |        | 6   | Haven Hills 1                      | E     |
| Adjoiner             | 1715 Parkhaven Street      | Magdaleno & Yolanda Rodriguez        | 50017500050050000 | 1715 Parkhaven Street   |                               | Seagoville | TX    | 75159 |        | 5   | Haven Hills 1                      | E     |
| Adjoiner             | 1717 Parkhaven Street      | Oria M. Reed                         | 50017500050040000 | 1717 Parkhaven Street   |                               | Seagoville | TX    | 75159 |        | 4   | Haven Hills 1                      | E     |
| Adjoiner             | 1719 Parkhaven Street      | Maria E. Hernandez & Eduardo J. Lira | 50017500050030000 | 1719 Parkhaven Street   |                               | Seagoville | TX    | 75159 |        | 3   | Haven Hills 1                      | E     |
| Adjoiner             | 1721 Parkhaven Street      | Owner                                | 50017500050020000 | 1721 Parkhaven Street   |                               | Seagoville | TX    | 75159 |        | 2   | Haven Hills 1                      | E     |
| Adjoiner             | 1723 Parkhaven Street      | Ripley J. Scott                      | 50017500050010000 | 1723 Parkhaven Street   |                               | Seagoville | TX    | 75159 |        | 1   | Haven Hills 1                      | E     |
| Adjoiner             | 1900 Seagoville Road       | Dallas I.S.D.                        | 50046560010010000 | ATTN: Treasurer         | 9400 North Central Expressway | Dallas     | TX    | 75231 | 9.5768 | 1   | Seagoville North Elementary School | 1     |
| Adjoiner             |                            | City of Seagoville                   |                   | 702 North Highway 175   |                               | Seagoville | TX    | 75159 |        |     | Seagoville North Elementary School |       |
| Adjoiner             | 1902 Wooley Way            | LGI Homes - Texas LLC                | 500464400C0010000 | 1450 Lake Robbins Drive | Suite 430                     | Spring     | TX    | 77380 |        | 1   | Seagoville Farms Phase 1           | C     |
| Adjoiner             | 1906 Wooley Way            | LGI Homes - Texas LLC                | 500464400C0020000 | 1450 Lake Robbins Drive | Suite 430                     | Spring     | TX    | 77380 |        | 2   | Seagoville Farms Phase 1           | C     |
| Adjoiner             | 1910 Wooley Way            | LGI Homes - Texas LLC                | 500464400C0030000 | 1450 Lake Robbins Drive | Suite 430                     | Spring     | TX    | 77380 |        | 3   | Seagoville Farms Phase 1           | C     |
| Adjoiner             | 1 Alto Road                | LGI Homes - Texas LLC                | 500464400C01X0000 | 1450 Lake Robbins Drive | Suite 430                     | Spring     | TX    | 77380 | 1.2023 | 1X  | Seagoville Farms Phase 1           | C     |
| Adjoiner             | 1911 Churchill Downs Drive | LGI Homes - Texas LLC                | 500464400C0370000 | 1450 Lake Robbins Drive | Suite 430                     | Spring     | TX    | 77380 |        | 37  | Seagoville Farms Phase 1           | C     |
| Adjoiner             | 420 Aqueduct Drive         | LGI Homes - Texas LLC                | 500464400C0380000 | 1450 Lake Robbins Drive | Suite 430                     | Spring     | TX    | 77380 |        | 38  | Seagoville Farms Phase 1           | C     |
| Adjoiner             | 426 Aqueduct Drive         | LGI Homes - Texas LLC                | 500464400C0390000 | 1450 Lake Robbins Drive | Suite 430                     | Spring     | TX    | 77380 |        | 39  | Seagoville Farms Phase 1           | C     |
| Adjoiner             | 432 Aqueduct Drive         | LGI Homes - Texas LLC                | 500464400C0400000 | 1450 Lake Robbins Drive | Suite 430                     | Spring     | TX    | 77380 |        | 40  | Seagoville Farms Phase 1           | C     |
| Adjoiner             | 436 Aqueduct Drive         | LGI Homes - Texas LLC                | 500464400C0410000 | 1450 Lake Robbins Drive | Suite 430                     | Spring     | TX    | 77380 |        | 41  | Seagoville Farms Phase 1           | C     |
| Adjoiner             | 440 Aqueduct Drive         | LGI Homes - Texas LLC                | 500464400C0420000 | 1450 Lake Robbins Drive | Suite 430                     | Spring     | TX    | 77380 |        | 42  | Seagoville Farms Phase 1           | C     |
| Adjoiner             | 444 Aqueduct Drive         | LGI Homes - Texas LLC                | 500464400C0430000 | 1450 Lake Robbins Drive | Suite 430                     | Spring     | TX    | 77380 |        | 43  | Seagoville Farms Phase 1           | C     |
| Adjoiner             | 500 Aqueduct Drive         | LGI Homes - Texas LLC                | 500464400C0440000 | 1450 Lake Robbins Drive | Suite 430                     | Spring     | TX    | 77380 |        | 44  | Seagoville Farms Phase 1           | C     |
| Adjoiner             | 2 Alto Road                | LGI Homes - Texas LLC                | 500464400C02X0000 | 1450 Lake Robbins Drive | Suite 430                     | Spring     | TX    | 77380 | 0.0385 | 2X  | Seagoville Farms Phase 1           | C     |
| Adjoiner             | 508 Aqueduct Drive         | LGI Homes - Texas LLC                | 500464400C0450000 | 1450 Lake Robbins Drive | Suite 430                     | Spring     | TX    | 77380 |        | 45  | Seagoville Farms Phase 1           | C     |
| Adjoiner             | 512 Aqueduct Drive         | LGI Homes - Texas LLC                | 500464400C0460000 | 1450 Lake Robbins Drive | Suite 430                     | Spring     | TX    | 77380 |        | 46  | Seagoville Farms Phase 1           | C     |
| Adjoiner             |                            | City of Seagoville                   |                   | 702 North Highway 175   |                               | Seagoville | TX    | 75159 |        |     | Seagoville Farms Phase 1           |       |
| Adjoiner             | 1601 East Farmers Road     | Francisco & Raquel Galvan            | 50014750000000000 | 1643 East Farmers Road  |                               | Seagoville | TX    | 75159 | 9.8    |     | Galvan                             |       |
| Adjoiner             | 1631 East Farmers Road     | Paul Edmonds                         | 65085006510060000 | 1609 East Farmers Road  |                               | Seagoville | TX    | 75159 | 19.0   | 6   | John D. Merchant Abstract          |       |
| Adjoiner             | 1601 East Farmers Road     | Paul & Rhonda Edmonds                | 65085006510060600 | 1609 East Farmers Road  |                               | Seagoville | TX    | 75159 | 6.507  | 6.6 | John D. Merchant Abstract          |       |

Exhibit 9

## Property Owners List for 405 May Road

Exhibit 9

| Subject or adjoiner? | Site Address           | Owner                                    | DCAD account      | Mailing Address 1          | Address 2 | City          | State | Zip   | Acres  | Lot | Subdivision Name          | Block |
|----------------------|------------------------|--|-------------------|----------------------------|-----------|---------------|-------|-------|--------|-----|---------------------------|-------|
| Subject              | 405 May Road           | Shepherd Place Homes Inc.                | 65085006510070100 | 620 Rowlett Road           |           | Garland       | TX    | 75043 | 15.723 | 7.1 | John D. Merchant Abstract |       |
| Adjoiner             | 1601 East Farmers Road | Paul Edmonds                             | 65085006510060500 | 1609 East Farmers Road     |           | Seagoville    | TX    | 75159 | 3.842  | 6.5 | John D. Merchant Abstract |       |
| Adjoiner             | 611 May Road           | Estate of Marian F. Sugden               | 50021600000080000 | 611 May Road               |           | Seagoville    | TX    | 75159 |        | 8   | Kings Creek               |       |
| Adjoiner             | 607 May Road           | Rubal Farms LP                           | 50021600000090000 | 601 South Pearl Expressway |           | Dallas        | TX    | 75201 |        | 9   | Kings Creek               |       |
| Adjoiner             | 605 May Road           | Everette E. Hoskins                      | 50021600000100000 | 605 May Road               |           | Seagoville    | TX    | 75159 |        | 10  | Kings Creek               |       |
| Adjoiner             | 500 May Road           | City of Seagoville                       | 65036771010060000 | 702 North Highway 175      |           | Seagoville    | TX    | 75159 | 6.5    | 6   | G. S. Carpenter Abstract  |       |
| Adjoiner             | 406 May Road           | City of Seagoville                       | 65036771010010200 | 702 North Highway 175      |           | Seagoville    | TX    | 75159 | 11.226 | 1.2 | G. S. Carpenter Abstract  |       |
| Adjoiner             | 1434 Baylee Street     | Alfred & Edna Niblet                     | 50031520000010000 | 1434 Baylee Street         |           | Seagoville    | TX    | 75159 |        | 1   | Park Manor                |       |
| Adjoiner             | 1432 Baylee Street     | Parag R. Shah                            | 50031520000020000 | 2252 New College Lane      |           | Plano         | TX    | 75025 |        | 2   | Park Manor                |       |
| Adjoiner             | 1430 Baylee Street     | Yvette LaShun Randall                    | 50031520000030000 | 1430 Baylee Street         |           | Seagoville    | TX    | 75159 |        | 3   | Park Manor                |       |
| Adjoiner             | 1431 Baylee Street     | Donna S. & Robert D. Murphy, Sr.         | 50031520000750000 | 1431 Baylee Street         |           | Seagoville    | TX    | 75159 |        | 75  | Park Manor                |       |
| Adjoiner             | 1429 Baylee Street     | Ethel M. Elliot                          | 50031520000740000 | 1429 Baylee Street         |           | Seagoville    | TX    | 75159 |        | 74  | Park Manor                |       |
| Adjoiner             | 1427 Baylee Street     | Daniel D. R. Blanco                      | 50031520000730000 | 1427 Baylee Street         |           | Seagoville    | TX    | 75159 |        | 73  | Park Manor                |       |
| Adjoiner             | 1428 Julie Street      | Marie Powell                             | 50031520000460000 | 1428 Julie Street          |           | Seagoville    | TX    | 75159 |        | 46  | Park Manor                |       |
| Adjoiner             | 1430 Julie Street      | Authority Real Estate Southwest LLC      | 50031520000450000 | P. O. Box 2126             |           | Redondo Beach | CA    | 90278 |        | 45  | Park Manor                |       |
| Adjoiner             | 1432 Julie Street      | Gregory & Tina Toal                      | 50031520000440000 | 1432 Julie Street          |           | Seagoville    | TX    | 75159 |        | 44  | Park Manor                |       |
| Adjoiner             | 1435 Julie Street      | Progress Residential 2015-2 Borrower LLC | 50031520000430000 | P.O. Box 4090              |           | Scottsdale    | AZ    | 85261 |        | 43  | Park Manor                |       |
| Adjoiner             | 1433 Julie Street      | Brandon & Amadona M. Warren              | 50031520000420000 | 1433 Julie Street          |           | Seagoville    | TX    | 75159 |        | 42  | Park Manor                |       |
| Adjoiner             | 1431 Julie Street      | Audine R. & Eugene D. Pleyo Jr.          | 50031520000410000 | 1431 Julie Street          |           | Seagoville    | TX    | 75159 |        | 41  | Park Manor                |       |
| Adjoiner             |                        | City of Seagoville                       |                   | 702 North Highway 175      |           | Seagoville    | TX    | 75159 |        |     | Park Manor                |       |
| Adjoiner             | 402 May Road           | Linda Salinas                            | 50018510000020000 | P.O. Box 633               |           | Seagoville    | TX    | 75159 | 0.5660 | 2   | Haven Hills 2             |       |
| Adjoiner             | 1488 May Road          | Seagoville Fountainhead LP               | 50018510000010000 | 4000 Old Benbrook Road     |           | Fort Worth    | TX    | 76116 | 6.755  | 1   | Haven Hills 2             |       |
| Adjoiner             | 1490 May Road          | Setero Silva                             | 50018510000030000 | 1490 May Street            |           | Dallas        | TX    | 75208 | 0.578  | 3   | Haven Hills 2             |       |
|                      |                        |  |                   |                            |           |               |       |       |        |     |                           |       |

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

**Meeting Date: March 15, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from "PD-R-5" Planned Development - Residential-5 to "PD-R-5-SUP" Planned Development - Residential-5 with a Special Use Permit, for Temporary Concrete Batch Plant use subject to special conditions on approximately 0.53± acres being Lots 4, 5 and 6, of the Tredway Estates Phase I Subdivision located at Alto Road and Wooley Way, in the City of Seagoville, Texas; providing for an approved site plan, which is attached hereto and incorporated herein as Exhibit "A"; providing for the repeal of all ordinances in conflict; providing a severability clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The land is currently unimproved.

The applicant Shepherd Place Homes Inc., and their contractor THB Construction LLC, has approved construction plans to construct a subdivision called Tredway Estates Phase 1 containing 69 lots for single family homes and 5 common areas. Today they are requesting to change the current zoning on 3 proposed lots (Lots 4 through 6 of Block B; a total of 0.5± acres) from a planned development with an R-5 base zoning (PD-R5) to PD-R5 with a special use permit) for a temporary concrete batch plant to be used for the paving of the proposed internal streets of the subdivision.

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 Thursday, February 4, 2021, edition of the Daily Commercial Record newspaper. There are eighty-three (83) properties (including the subject parcel) plus part of four (4) public streets within the 200-foot notice boundary. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Friday, February 5, 2021. As of Friday, February 12, 2021, one (1) letter was returned against the request. Two (2) letters were returned in favor the request. No (zero) letters were returned as undeliverable by the U.S. Postal Service. No one (zero) spoke for or against the request at the meeting.

For the City Council meeting, a legal ad was published again per the Texas Local Government Code in the Friday, February 26, 2021, 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 Monday, March 1, 2021. As of the date of this report, Tuesday, March 9, 2021, two (2) 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 February 23<sup>rd</sup>, the Planning and Zoning Commission voted unanimously (five to zero) in favor of recommending approval with staff's- recommended conditions on a request to change the zoning on approximately 0.5± acres northeast of the intersection of Alto Road and Wooley Way on Tract 7.1 of the John D. Merchant Abstract 850 from PD-18-01-A1 (a planned development with a R-5 base zoning ) to PD-18-01-A1-SUP (PD with a Special Use Permit) for a Temporary Concrete Batch Plan. The conditions of approval were:

- Deliveries must access the site via U.S. Highway 175 to Seagoville Road to Alto Road to Wooley Way between 9:00 am and 2:00 pm on school days and operational hours on non-school days.
- Special Use Permit limited to 180 calendar days with a maximum two (2) 60-day (each) time extensions granted by City Manager.
- Operational hours of Monday through Friday 7:00 AM to 6:00 PM and Saturdays 7:00 AM to 5:00 PM.

Staff supports the request with the listed conditions.

**EXHIBIT:**

Ordinance (4 pages)

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

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

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS PREVIOUSLY AMENDED, BY CHANGING THE ZONING FROM "PD-R-5" PLANNED DEVELOPMENT - RESIDENTIAL-5 TO "PD-R-5-SUP" PLANNED DEVELOPMENT - RESIDENTIAL-5 WITH A SPECIAL USE PERMIT, FOR TEMPORARY CONCRETE BATCH PLANT USE SUBJECT TO SPECIAL CONDITIONS ON APPROXIMATELY 0.53± ACRES BEING LOTS 4, 5 AND 6, OF THE TREDWAY ESTATES PHASE I SUBDIVISION LOCATED AT ALTO ROAD AND WOOLEY WAY, IN THE CITY OF SEAGOVILLE, TEXAS; PROVIDING FOR AN APPROVED SITE PLAN WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Seagoville and the City Council of the City of Seagoville, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded 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, and the City Council of the City of Seagoville is of the opinion and finds that a zoning change should be granted and 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, as previously amended, be, and the same are hereby amended by changing the zoning from "PD-R-5" Planned Development - Residential-5 to "PD-R-5-SUP" Planned Development - Residential-5 with a Special Use Permit for temporary concrete batch plant use subject to the special conditions stated in this ordinance, on approximately 0.53± acres being Lots 4, 5 and 6, of the Tredway Estates Phase I Subdivision located at Alto Road and Wooley Way, in the City of Seagoville, Dallas County, Texas.

**SECTION 2.** The property shall be developed and used in accordance with the development standards under the Seagoville Zoning Ordinance, ordinances of the City of Seagoville, and the following special conditions:

- (A) that the special use permit for the temporary concrete batch plant shall be limited to the Tredway Estates Phase I Subdivision, Lots 4, 5 and 6 only;
- (B) that the special use permit for the temporary concrete batch plan shall expire on September 19, 2021, except that the City Manager may grant two (2) sixty (60) day extensions;
- (C) that the hours of operation for the batch plant shall be from 7:00 a.m. to 6:00 p.m., Monday through Friday, and from 7:00 a.m. to 5:00 p.m. on Saturday; and,
- (D) deliveries must access the site via U.S. Highway 175 to Seagoville Road to Alto Road to Wooley Way between 9:00 a.m. and 2:00 p.m. on school days and operational hours on non-school days.

**SECTION 3.** The property shall be developed and used in accordance with the Site Plan attached hereto as Exhibit "A", and made a part hereof for all purposes, which is hereby approved.

**SECTION 4.** The above property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and as amended herein, and the development of the property herein shall be in accordance with building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein.

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

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 15<sup>th</sup> day of March, 2021.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**VICTORIA THOMAS, CITY ATTORNEY**

(cdb 03.09.2021)



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

**Meeting Date: March 15, 2021**

### **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: 10***

**Meeting Date:** March 15, 2021

**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