



City of Seagoville

Meeting Agenda

City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, November 6, 2023	6:30 PM	Council Chambers
LACKEY STEPPER SEBASTIAN MAYOR	RICK HOWARD PLACE 1	ALLEN GRIMES PLACE 4
PATRICK STALLINGS CITY MANAGER	JOSE HERNANDEZ PLACE 2	JON EPPS PLACE 5
	HAROLD MAGILL PLACE 3 - MAYOR PRO TEM	

Notice is hereby given that the City Council of the City of Seagoville, Texas will meet in a Regular Called Meeting at 6:30 p.m. for Work Session, and Regular Session will begin at 7:00 p.m., to be held at City Hall, 702 N. Hwy 175 Seagoville, Texas 75159.

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 reserves the right to reconvene, recess or realign any session or order of business at any time prior to adjournment. The purpose of the meeting is to consider the following items:

WORK SESSION – 6:30 PM

1. Call to Order
2. Discuss Regular Session agenda items.
3. Receive a presentation of the 4th Quarter Financial Report for Fiscal Year End 2023.
4. Adjourn

REGULAR SESSION – 7:00 PM

5. Call to Order
6. Invocation
7. Pledge of Allegiance
8. Presentation of the Citizen Recognition Award.
9. Mayor's Report
10. Citizen's Comments

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. City 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

- 11. Consider approving the following City Council meeting minutes: October 16, 2023.**
- 12. Consider a Resolution authorizing the purchase of a 2024 Peterbilt 548 dump truck in an amount not to exceed one hundred eighty thousand six hundred eighty dollars and fifty-four cents (\$180,680.54), from Rush Truck Center.**
- 13. Consider a Resolution authorizing the purchase of a 2023 4x4 Ford F-150 crew cab truck in an amount not to exceed fifty-five thousand nine hundred sixty-one dollars and four cents (\$55,961.04), from Rush Truck Center.**
- 14. Consider a Resolution approving Work Order No. 10, under the Master Agreement for Professional Services with Garver, LLC, for provision of on-call development plan review services, Project No. 2302282; in an amount not to exceed forty-five thousand dollars and zero cents (\$45,000.00).**
- 15. Consider a Resolution approving Work Order No. 11, under the Master Agreement for Professional Services with Garver LLC, for provision of on-call consultation services related to water and wastewater engineering services, Project No. 21W05076; in an amount not to exceed twenty-five thousand dollars and zero cents (\$25,000.00).**
- 16. Consider a Resolution approving an agreement for Professional Services with Halff Associates Inc. on a task order basis for on-call consultation services related to water and wastewater engineering services, in an amount not to exceed sixty thousand dollars and zero cents (\$60,000.00).**
- 17. Consider a Resolution approving an agreement for Professional Services with Halff Associates Inc. on a task order basis for assistance with the storm water management plan, in an amount to exceed sixty-six thousand dollars (\$66,000.00).**
- 18. Consider approving a Resolution approving and ratifying the emergency replacement of the guardrail on Water Street; and authorizing the City Manager to make payment to Fireman Excavating Inc. in an amount not to exceed thirty-five thousand dollars and zero cents (\$35,000.00).**
- 19. Consider a Resolution approving and ratifying the Seagoville Economic Development Corporation approval of the one-year extension of the Professional Services Agreement with The Retail Coach, LLC, in an amount not to exceed seventeen thousand dollars and zero cents (\$17,000.00).**
- 20. Consider a Resolution approving and ratifying the Seagoville Economic Development Corporation approval of the one-year extension of the Professional Services Agreement with Impact DataSource, LLC, for the purposes of providing a program to assist in development strategy in an amount not to exceed six thousand six hundred and fifteen and zero cents (\$6,615.00).**

Regular Agenda

- 21. Conduct an interview of a board applicant and consider an appointment to fill a vacancy to the Library Board, Place 3, with a term expiring June 30, 2025.**

- 22. Discuss and consider an Ordinance amending the Comprehensive Zoning Ordinance and map of the City of Seagoville for approximately 9.45 ± acres from the Apartment (A) to the Planned Development (PD) Zoning District, situated at 1803 Seagoville Road, 1815 Seagoville Road, 1908 Cain Street, and 620 No Name Street, Seagoville, Dallas County, Texas, located approximately near the intersection of Seagoville Road and Alto Road, and between Seagoville Road and Cain Street; providing for a concept plan.**
- 23. Discuss and consider approving an Ordinance amending the Code of Ordinances at Chapter 17 “Traffic”, Article 17.04 “Parking, Stopping, or Standing,” Division 3, “Boats, Trailers, Recreational Vehicles and Campers.” By amending sections 17.04.091 “Definitions” and 17.04.092 “Parking on Residential Property; Parking facilities for nonresidential uses”; providing for a severability clause; providing a penalty of fine not to exceed the sum of two hundred dollars (\$200.00) for each offense; and providing an effective date.**
- 24. Discuss and consider a Resolution approving the purchase of 6.5 acres of land being part of WM Peters Survey, tracts 35.02 and 35.04, property ID’s 187223 and 51233, City of Kaufman, Texas (“property”) by the Kaufman Central Appraisal District pursuant to the Purchase and Sale Agreement between Kaufman Central Appraisal District and the Kaufman Independent School District and the construction of and related financing of a building pursuant to a Lease Purchase Agreement as required by Texas Tax Code §6.051(b).**
- 25. Discuss and consider approving a Resolution authorizing the City Manager to enter into a Lease Agreement with Skybeam, LLC dba Rise Broadband; and approving the terms and conditions of the agreement.**
- 26. Discuss and consider approving a Resolution awarding a bid contract to Meyson LLC for the construction of Bruce Central Park Pedestrian Bridge Removal and Replacement, in an amount not to exceed one hundred thousand five hundred ninety-nine dollars (\$116,599.00).**
- 27. Discuss and consider a Resolution approving the Second Amendment to the Stonehaven Development Agreement by and between Meritage Homes of Texas, LLC and the City of Seagoville; authorizing the City Manager to execute the same.**
- 28. Discuss and consider a Resolution accepting the amended and restated petition for and calling for a public hearing on the creation of Stonehaven Public Improvement District within the City of Seagoville.**
- 29. Discuss the drafted evaluation forms for the City Manager, City Attorney, and City Secretary.**
- 30. Items of community interest and councilmember reports.**

Pursuant to Section 551.0415 of the Texas Government Code, the City Council or City Administration may report information on the following items: 1) expression of thanks, congratulations, or condolences, 2) information about holiday schedules, 3) recognition of individuals, 4) reminders about upcoming City events, 5) information about community events, and 6) announcements involving an imminent threat to public health and safety.
- 31. Discuss future agenda items.**

EXECUTIVE SESSION

32. City Council may convene into closed Executive Session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the City Attorney regarding pending or contemplated litigation.

REGULAR SESSION

33. Take any necessary action as a result of the closed Executive Session.

34. Adjourn

CERTIFICATE

I certify that the above Notice of Meeting was posted on the bulletin board at the City Hall of the City of Seagoville, Texas on this 2nd day of November 2023, by 5 p.m.

Sara Egan, City Secretary

The City of Seagoville does not discriminate based on 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)

UPCOMING DATES:

- City Facilities Closed Due to Thanksgiving Holiday:
 - Wednesday, November 22, 2023
 - Thursday, November 23, 2023



TO: Mayor and City Council
FROM: Gail French, Director of Finance
DATE: November 6, 2023
ITEM: 3
DESCRIPTION: Receive a presentation of the 4th Quarter Financial Report for Fiscal Year End 2023.

INTRODUCTION

Receive a presentation of the City of Seagoville's 4th Quarter Financial Report for Fiscal Year End 2023.

BACKGROUND

Gail French, Director of Finance presents the City's 4th quarter financial report for FYE 2023.

FINANCIAL IMPACT

N/A

RECOMMENDATION

N/A

ATTACHMENTS

1. FYE 2023 4TH Quarter Financial Report
2. Power Point Presentation



Memo

Date: October 17, 2023
To: Pat Stallings, City Manager
From: Gail French, Director of Finance
Subject: September 2023 Financial Reports

This memo accompanies the September 2023 Revenue and Expense Reports for the City of Seagoville, and highlights selected financial activities for the fiscal year end 2023.

General Fund

Revenues: General fund total revenue for the fiscal year is above budget expectations (Actual 119.8% vs. Expected 100%). The current year fiscal **Property tax** revenue collections are in line with last year's collection rate (104.4% vs. 106.6%). **Sales Tax** revenue collections are above budget expectations (123.5% vs. 100%). Sales tax revenue continues to hold strong as the city continues to grow. In **Franchise Fee** revenue, the comparative collection trend for FY 2023 vs. FY 2022 appears below:

Description	FY 2023 Amount	FY 2022 Amount	Increase (Decrease)
Electricity	\$ 485,613	\$ 451,237	\$ 34,376
Gas	118,191	92,146	26,045
Cable	19,398	23,967	(4,568)
Telephone	17,820	18,480	(660)
Sanitation Services	81,652	76,751	4,901

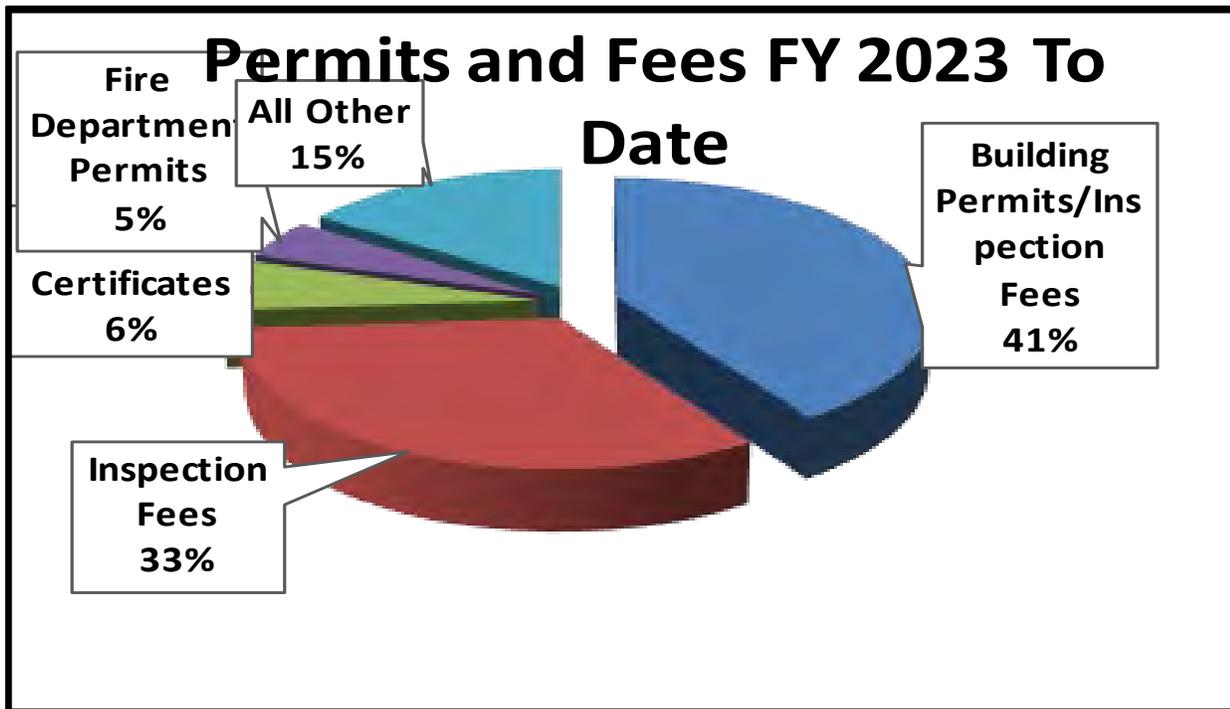
Cable and Telephone Franchise Fees are down compared to this time last year due to state legislation reducing the amount of revenue available for cities to collect. **Franchise Fee** receipts in total are higher than budget expectations. **(114.5% vs. 100%)**

Permits & Fees There were approximately 449 permits issued for the current fiscal year. Four hundred and ten were for Residential permits issued for a total of \$274,281.50. Ninety-three of those were for new construction. The new construction mainly consisted of 22 Shepherd Place homes and 55 Rick Trotter homes. There were 39 Commercial permits issued for a total of \$120,177.75.



The following is a comparison of FY 2023 revenue vs. FY 2022:

Description	FY 2023 Amount	FY 2022 Amount	Increase (Decrease)
Building Permits/Inspection Fees	\$ 487,091	\$ 499,108	\$ (12,017)
Inspection Fees	\$ 396,753	\$ 776,357	\$ (379,604)
Food Health Certificates	\$ 73,505	\$ 69,978	\$ 3,527
Fire Department Permits	\$ 56,360	\$ 58,040	\$ (1,680)
All Other	\$ 182,884	\$ 139,088	\$ 43,797



Sanitation revenue is above budget expectations (114.1% actual vs. 100% expected). The FY 2023 YTD revenue amount is slightly higher than the FY 2022 YTD revenue amount (\$1,259,173 vs. \$1,225,483).

Senior Activities revenue usually has an approximate 45-day lag between the end of the month and actual revenue received from the Dallas Council on Aging, however, in the past year the lag has been several months. **Fines** revenue reflects increased court enforcement activity from public safety contacts.



Total revenues for the fiscal year are \$15,918,892 or 119.8% of budget. This is \$1,123,245 higher than the total General Fund revenues for the previous fiscal year (\$14,795,647). This is mainly due to the Property Taxes and Sales Taxes received compared to last year.

Expenditures: Total General Fund expenditures are within budget expectations (95.6% actual vs. 100% expected).

Streets department expenditures is up mainly due to traffic signs.

Sanitation is up due to the upgrade in services that Frontier provides for the boom truck for special pickup weekly.

Information Technology is up due to an increase in Cyber Security protection and IT services from Baxter Consulting.

Non departmental is above expectations mainly due to the annual premium payment to TML for workers' compensation and property/casualty insurance.

Debt Payment (Quint) is the annual payment on the financing to acquire the quint fire vehicle.

Use of Fund Balance Projects includes **Fire Vehicle Purchase \$110,000** (93,000 from General Fund and \$17,000 from the Vehicle Replacement fund), **Firefighting equipment (\$78,715)** which includes the acquisition of SCBA Air Packs & Bottles; TECGEN51 Level 3 Coats 24, Pants, and Gear; and a Standpipe Bag Kit. **Police Equipment (\$109,994)** which includes Watchguard Video Body Cameras (will be reimbursed 75% with grant funds) and three Drones.

Transfers include \$826,192 to the Street Maintenance Fund and \$42,000 to the Vehicle Replacement Fund and \$625,000 to the Capital Projects Fund to fund the engineering on the Animal Shelter and Central Fire Station building.

Water and Sewer Fund (Fund 20)

Revenues: Total Water and Sewer Fund revenues are above budget expectations 109.2% vs. 100%). **Water** sales usually accelerate during the summer depending upon the weather conditions. **Penalties and Interest** generated from late customer payment. **Pretreatment Sewer Revenue** charges to a few of our industrial customers to cover the cost of wastewater pretreatment required by the state to ensure the prevention of harmful materials entering the water system. **Penalty Fees** are higher than anticipated due to a renewed commitment to enforcement activities against delinquent customers.

Expenditures: The year-to-date expenditure trend is within expectations (94.5% actual vs. 100% expected).



**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
AS OF 09/30/23
100% OF BUDGET YEAR**

	Adopted Budget	Year to Date	% tage of Budget
REVENUES:			
Property Taxes	\$7,441,091	\$7,770,473	104.4%
Sales Taxes	3,312,861	4,090,826	123.5%
Franchise Fees	648,567	742,517	114.5%
Sanitation	1,104,000	1,259,173	114.1%
All Other	<u>783,155</u>	<u>2,055,902</u>	262.5%
TOTAL REVENUES	\$13,289,674	\$15,918,892	119.8%
Transfers In:	393,136	393,136	100.0%
EXPENDITURES:			
Public Safety	\$7,283,476	\$6,704,060	92.0%
Community Development	1,850,114	1,737,233	93.9%
Community Services	1,606,508	1,668,783	103.9%
General Government	1,292,490	1,261,427	97.6%
Non departmental	<u>476,250</u>	<u>583,846</u>	122.6%
TOTAL EXPENDITURES	\$12,508,838	\$11,955,349	95.6%
One Time Use of Fund Balance	1,975,573	2,128,606	107.7%

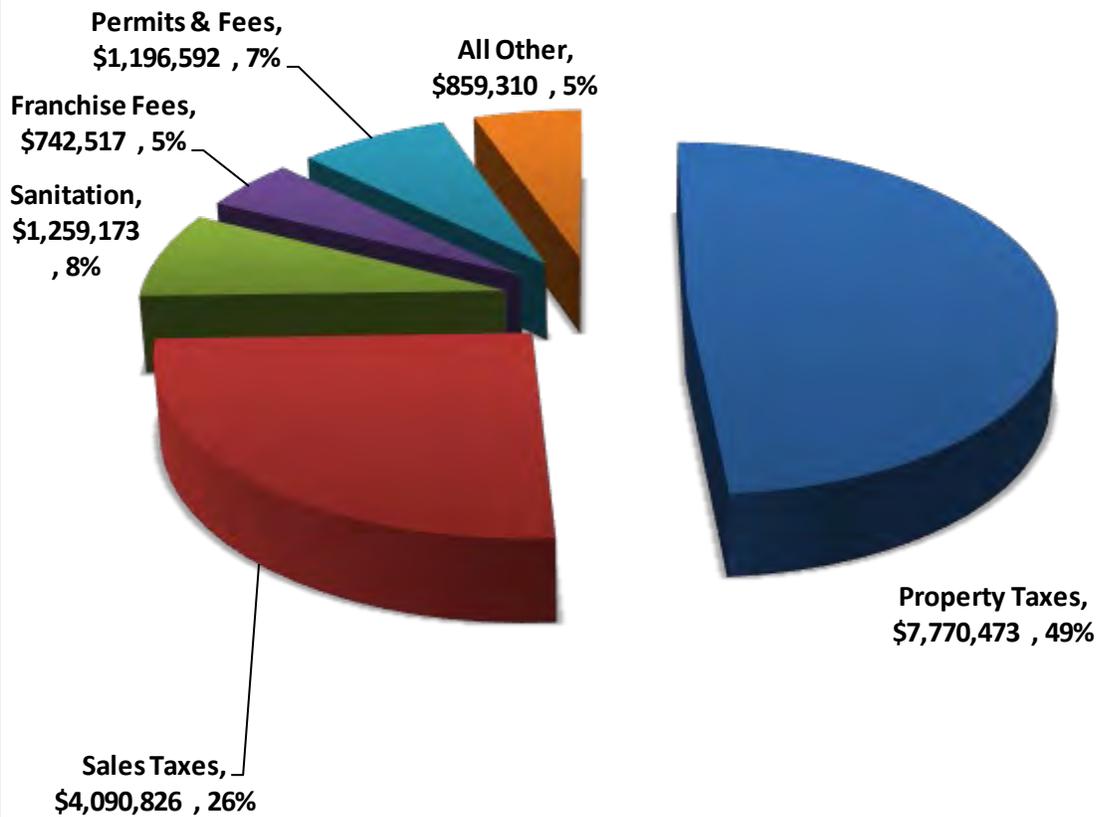


**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2022-23
AS OF 09/30/23
100 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
Revenues:						
Property Taxes	\$6,119,484	\$6,520,574	106.6%	\$7,441,091	\$7,770,473	104.4%
Sales Taxes	\$3,125,108	\$4,050,595	129.6%	\$3,312,861	\$4,090,826	123.5%
Franchise Fees	\$619,150	\$674,657	109.0%	\$648,567	\$742,517	114.5%
Permits & Fees	\$436,655	\$1,542,570	353.3%	\$402,655	\$1,196,592	297.2%
Sanitation	\$1,104,000	\$1,225,483	111.0%	1,104,000	\$1,259,173	114.1%
Senior Activities	\$44,000	\$158,254	359.7%	50,000	\$83,075	166.2%
Fines	\$290,000	\$430,114	148.3%	\$287,500	\$531,306	184.8%
Interest	\$10,000	\$15,477	154.8%	6,000	\$100,534	1675.6%
Other Grants	\$145,749	\$111,504	76.5%		\$20,807	0.0%
SEDC Grant	\$100,000	\$0	0.0%			0.0%
SG&A Recovery SEDC	\$27,000	\$27,000	100.0%	\$27,000	\$27,000	100.0%
Miscellaneous	\$3,000	\$39,417	1313.9%	\$10,000	\$96,587	965.9%
Total Revenues	\$12,024,146	\$14,795,647	123.0%	\$13,289,674	\$15,918,892	119.8%
Transfers In:	\$379,904	\$379,904	100.0%	\$393,136	\$393,136	100.0%

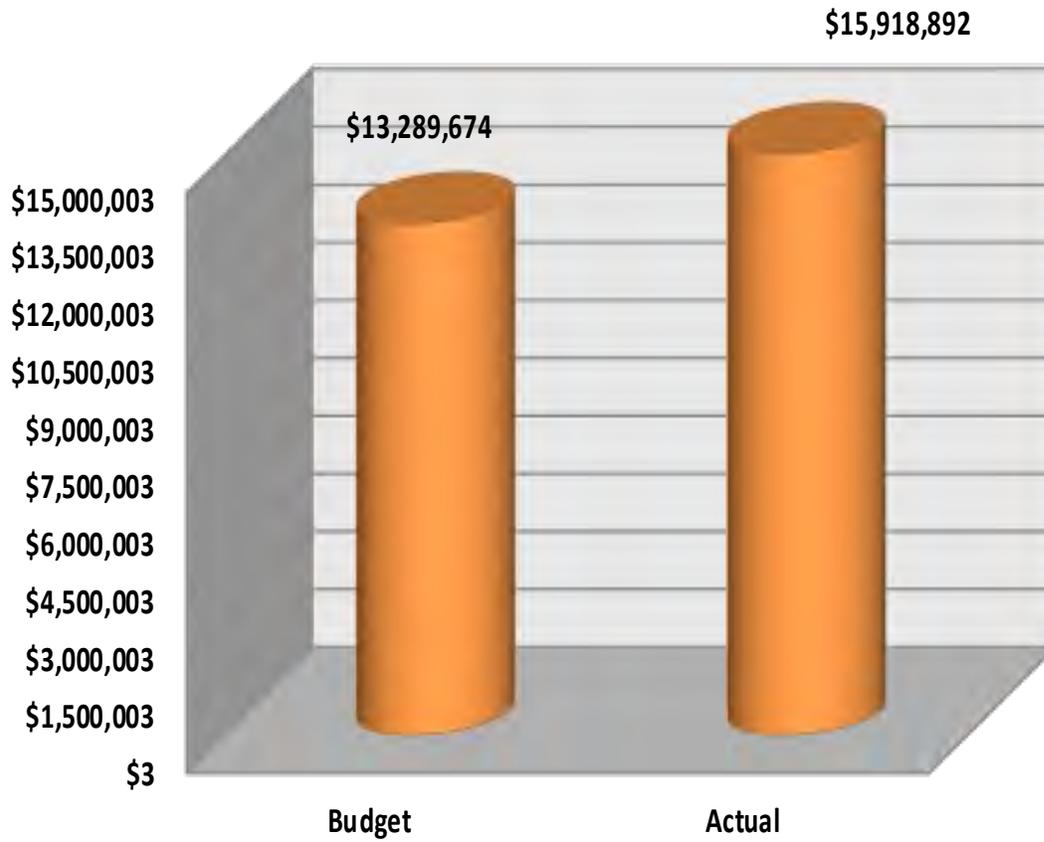


**General Fund Revenues
4th Quarter, FY 2023
Total \$15,918,892**



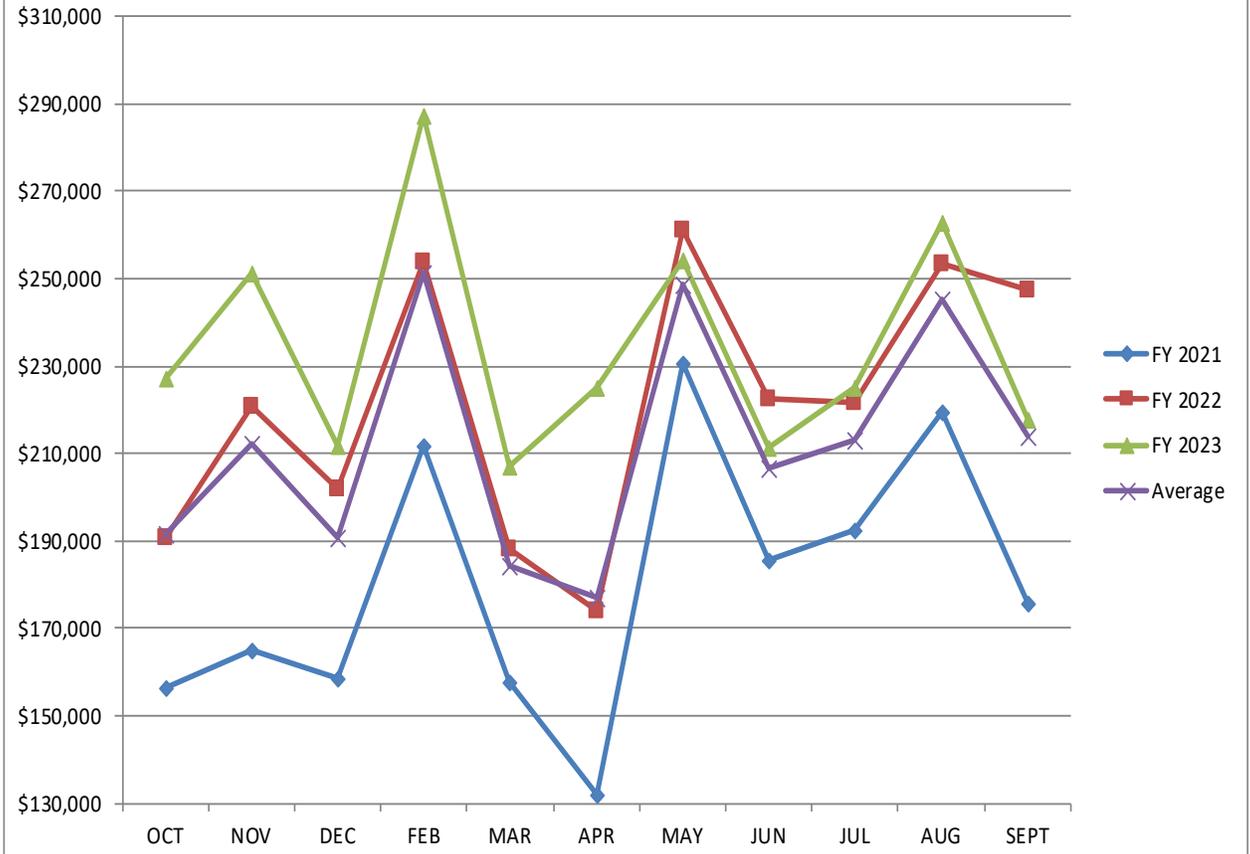


Year to Date Revenue Comparison General Fund





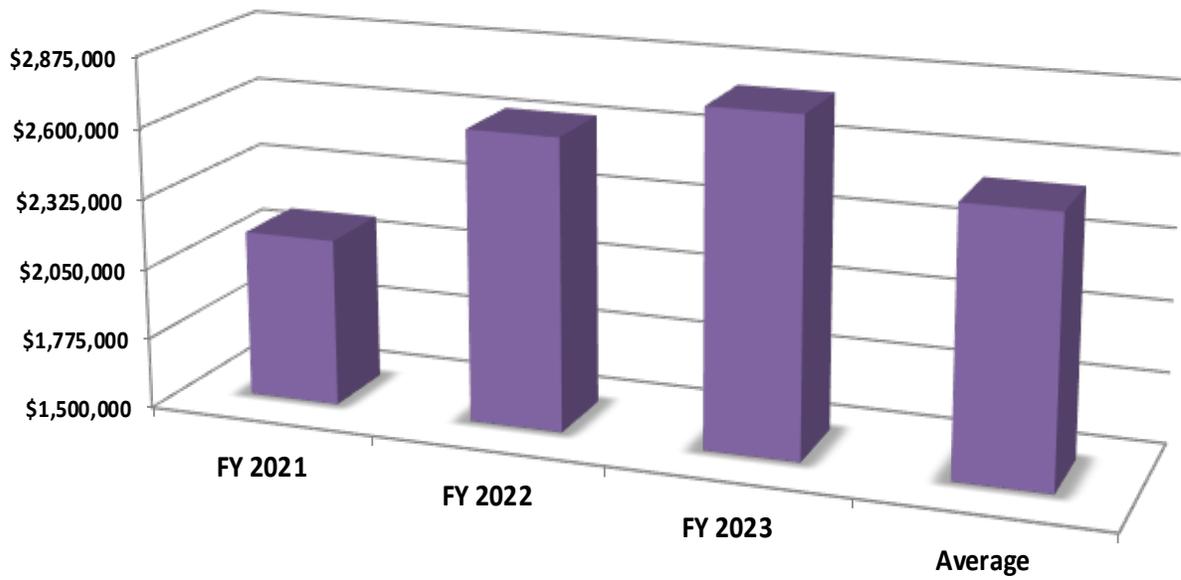
General Fund Sales Tax Comparison



	FY 2021	FY 2022	FY 2023	Three Year Average
OCT	156,466.05	190,825.92	227,390.01	191,560.66
NOV	165,176.32	220,810.91	251,254.88	212,414.04
DEC	158,595.92	201,749.86	211,940.69	190,762.15
JAN	163,822.10	196,537.55	211,131.80	190,497.15
FEB	212,017.52	254,002.15	287,175.08	251,064.91
MAR	157,843.43	188,038.12	207,298.31	184,393.28
APR	132,102.35	174,238.14	225,273.15	177,204.55
MAY	230,658.28	261,175.63	254,401.34	248,745.08
JUNE	185,749.46	222,722.87	211,540.73	206,671.02
JULY	192,486.72	221,516.96	225,195.39	213,066.36
AUG	219,679.89	253,274.98	262,715.45	245,223.44
SEPT	175,919.10	247,555.63	217,963.85	213,812.86



Fiscal Year to Date Comparison - Sales Tax



	FY 2021	FY 2022	FY 2023	Three Year Average
Fiscal Year				
To Date	2,150,517.11	2,632,448.70	2,793,280.65	2,525,415.49



Sales & Use Tax Monthly Summary General Fund

September, 2023

History by Month					
Month	FY 20-21	FY 21-22	FY 22-23	Inc/(Dec) From Last Year	Percent +/-
October	\$ 156,466.05	\$ 190,825.92	\$ 227,390.01	\$ 36,564.09	19.2%
November	\$ 165,176.32	\$ 220,810.91	\$ 251,254.88	\$ 30,443.97	13.8%
December	\$ 158,595.92	\$ 201,749.86	\$ 211,940.69	\$ 10,190.83	5.1%
January	\$ 163,822.10	\$ 196,537.55	\$ 211,131.80	\$ 14,594.25	7.4%
February	\$ 212,017.52	\$ 254,002.15	\$ 287,175.08	\$ 33,172.93	13.1%
March	\$ 157,843.43	\$ 188,038.12	\$ 207,298.31	\$ 19,260.19	10.2%
April	\$ 132,102.35	\$ 174,238.14	\$ 225,273.15	\$ 51,035.01	29.3%
May	\$ 230,658.28	\$ 261,175.63	\$ 254,401.34	\$ (6,774.29)	-2.6%
June	\$ 185,749.46	\$ 222,722.87	\$ 211,540.73	\$ (11,182.14)	-5.0%
July	\$ 192,486.72	\$ 221,516.96	\$ 225,195.39	\$ 3,678.44	1.7%
August	\$ 219,679.89	\$ 253,274.98	\$ 262,715.45	\$ 9,440.47	3.7%
September	\$ 175,919.10	\$ 247,555.63	\$ 217,963.85	\$ (29,591.78)	-12.0%
Total General Fund	\$ 2,150,517.11	\$ 2,632,448.70	\$ 2,793,280.65	\$ 160,831.95	6.1%

Actual to Budget					
GF Budget FY 2023			\$ 2,241,141		
	<u>PERCENT YTD</u>	<u>AMOUNT YTD</u>			
Target to Budget	100.00%	\$ 2,241,141.00			
Actual to Budget	124.64%	\$ 2,793,280.65			
Amount Over/(Under)		\$ 552,139.65			
Percent +/-		24.64%		<u>OVER/(UNDER)</u>	<u>% +/-</u>
September 30 Forecast			\$ 2,793,281	\$ 552,140	24.6%

Actual to Actual					
	FY 20-21	FY 21-22	FY 22-23	Inc/(Dec) From Last Year	Percent +/-
Year to Date	\$ 2,150,517.11	\$ 2,632,448.70	\$ 2,793,280.65	\$ 160,831.95	6.1%

Total Sales Tax & Distribution				
	General Fund	PTR	4B	Total
This Month	\$ 217,963.82	\$ 108,981.94	\$ 108,981.94	\$ 435,927.69
Year to Date	\$ 2,793,280.65	\$ 1,396,640.33	\$ 1,396,640.33	\$ 5,586,561.30

NOTE: SALES TAX IS RECEIVED FROM THE STATE TWO MONTHS AFTER THE ACTUAL SALE DATE.



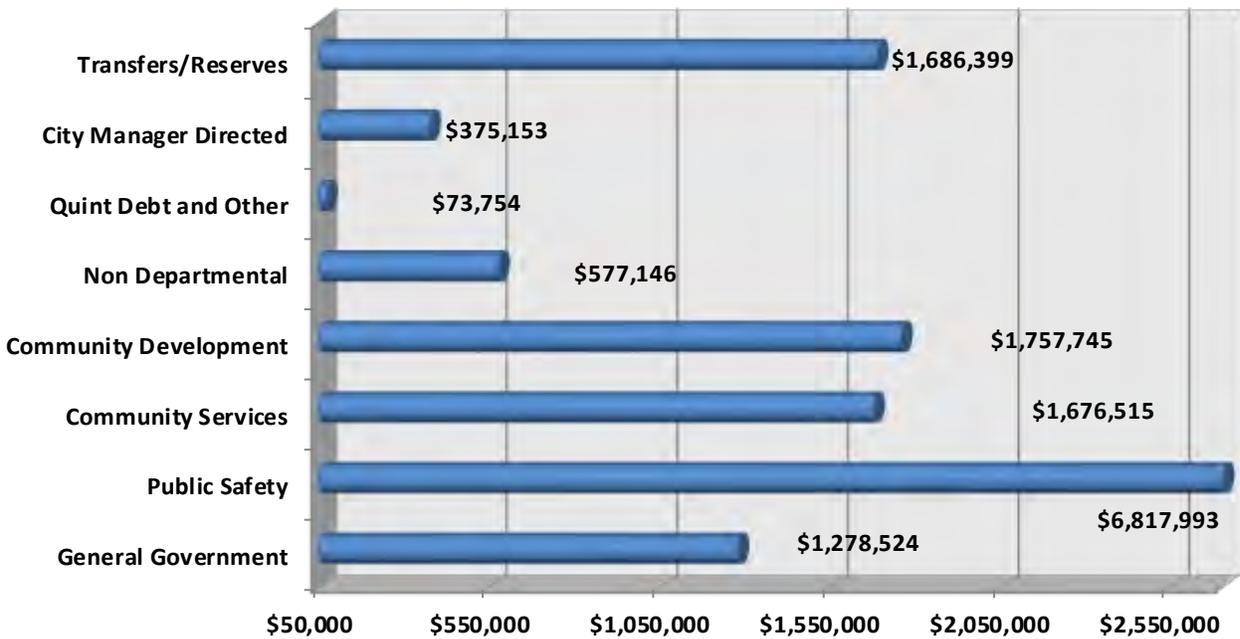
**FOR FISCAL YEAR 2022-23
AS OF 09/30/23
100 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
Expenditures:						
City Council	9,650	1,033	10.7%	9,650	4,333	44.9%
City Manager	268,913	263,670	98.1%	277,637	269,669	97.1%
City Secretary	149,173	149,939	100.5%	172,119	156,625	91.0%
Finance	388,341	402,694	103.7%	476,843	456,811	95.8%
Animal Services	181,507	173,325	95.5%	184,385	186,005	100.9%
Code Enforcement	207,761	163,924	78.9%	226,661	226,959	100.1%
Bldg Inspection/Services	472,169	524,297	111.0%	485,650	430,738	88.7%
Health Inspection	121,546	118,965	97.9%	121,653	124,333	102.2%
Police	2,973,531	2,798,444	94.1%	3,126,120	2,983,188	95.4%
Planning	122,965	60417.44	49.1%	135,806	129,522	95.4%
Fire	2,643,920	2,624,728	99.3%	2,862,154	2,851,890	99.6%
Municipal Court	177,872	187,088	105.2%	197,828	199,007	100.6%
Library	237,960	226,158	95.0%	205,107	205,347	100.1%
Senior Center	210,708	191,431	90.9%	200,671	200,499	99.9%
Streets	464,405	434,646	93.6%	478,912	490,838	102.5%
Sanitation	955,927	1,027,840	107.5%	1,002,902	1,071,662	106.9%
Support Services	921,331	621,626	67.5%	936,694	626,910	66.9%
Parks	411,536	336,275	81.7%	401,432	355,354	88.5%
Emergency Medical Service	174,123	190,272	109.3%	174,123	170,000	97.6%
Information Technology	171,965	185,204	107.7%	178,500	220,223	123.4%
Human Resources	171,434	166,002	96.8%	177,741	170,863	96.1%
Non Departmental	450,913	488,014	108.2%	476,250	577,146	121.2%
Total Expenditures	11,887,650	11,335,994	95.4%	12,508,838	12,107,922	96.8%
Debt Payment (Quint)	67,500	67,054	99.3%	67,500	67,054	99.3%
PEG Reserves	6,700	-		6,700	6,700	100.0%
Transfers and Reserves	911,733	911,733	100.0%	1,493,192	1,686,399	112.9%
Use of Fund Balance Projects	1,047,476	758,039	72.4%	408,181	375,153	91.9%

10/23/2023 17:20



**General Fund Expenditures, Transfers and One Time
Fund Balance Outlays
4th Quarter FY 2023
Total \$14,243,229**



General Government

City Council, City Manager, City Secretary, Information Technology,
Human Resources and Finance

Community Development

Building Services, Code Enforcement, Streets, Parks, Planning

Community Services

Municipal Court, Library, Senior Center, Sanitation

Public Safety

Police, Fire, Ambulance, Support Services, Animal Services

Transfers/Reserves

Transfers for Street Maintenance and Vehicle Replacement

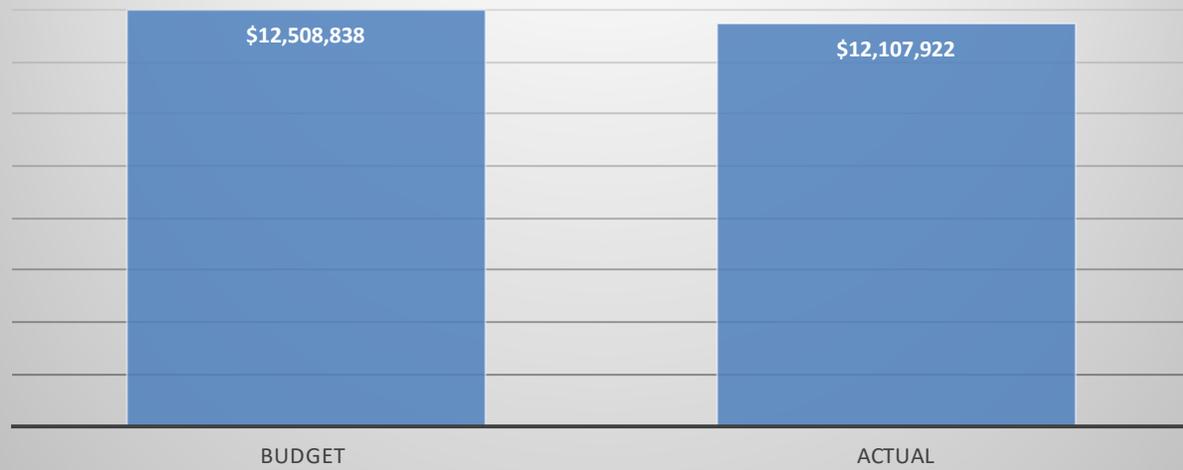


**General Fund
Use of Fund Balance Projects
FY 2023**

	<u>Budget</u>	<u>Actual</u>
Police Equipment	53,063	58,481
Firefighting Equipment	92,810	78,715
Streets Dept Utility Trailer	8,060	6,860
Tuition Reimbursement	5,000	1,000
Emergency Siren Replacement	25,000	25,000
Fire Vehicle Purchase	123,329	93,000
Animal Services Outdoor Kennel	35,000	-
Building Improvement-City Hall Doors	13,469	12,636
Building Improvement-Senior Center Window	16,200	16,200
Support Electronic warrants	11,250	-
Update to the City zoning map	25,000	25,000
Consulting Fees-Temp City Secretary		58,263
Total	<u>408,181</u>	<u>375,153</u>



Year to Date Expenditure Comparison General Fund



Budget	Actual
\$12,508,838	\$11,948,649



**WATER AND SEWER FUND
SUMMARY OF REVENUES AND EXPENDITURES
AS OF 09/30/23
100% OF BUDGET YEAR**

	Budget	Year to Date	% tage of Budget
REVENUES:			
Water Sales	\$3,999,381	\$4,119,974	103.0%
Sewer Sales	3,729,362	3,992,657	107.1%
All Other	<u>294,438</u>	<u>649,597</u>	220.6%
TOTAL REVENUES	\$8,023,181	\$8,762,227	109.2%
EXPENDITURES:			
Water Services	\$2,743,069	\$2,473,176	90.2%
Sewer Services	2,943,741	2,845,457	96.7%
Debt Service Transfer	1,131,077	1,131,077	100.0%
Non Departmental	184,019	142,216	77.3%
All Other	<u>576,047</u>	<u>565,544</u>	98.2%
TOTAL EXPENDITURES	\$7,577,953	\$7,157,470	94.5%
Use of Reserve	1,477,830	380,582	25.8%
Transfers Out	365,536	365,536	100.0%

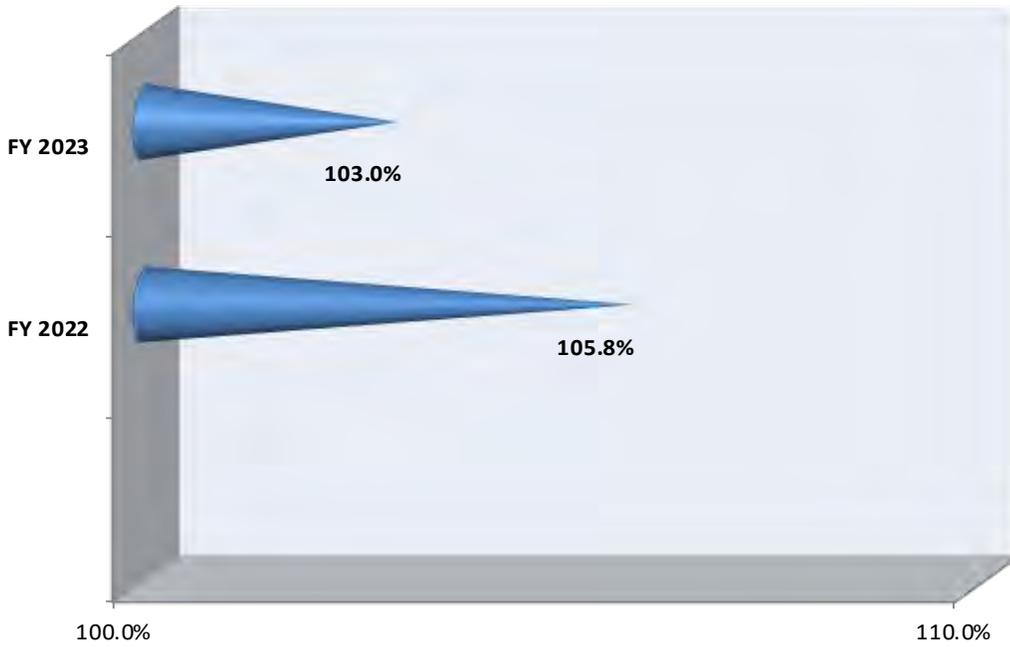


**WATER AND SEWER FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2022-23
AS OF 09/30/23
100 % OF BUDGET YEAR**

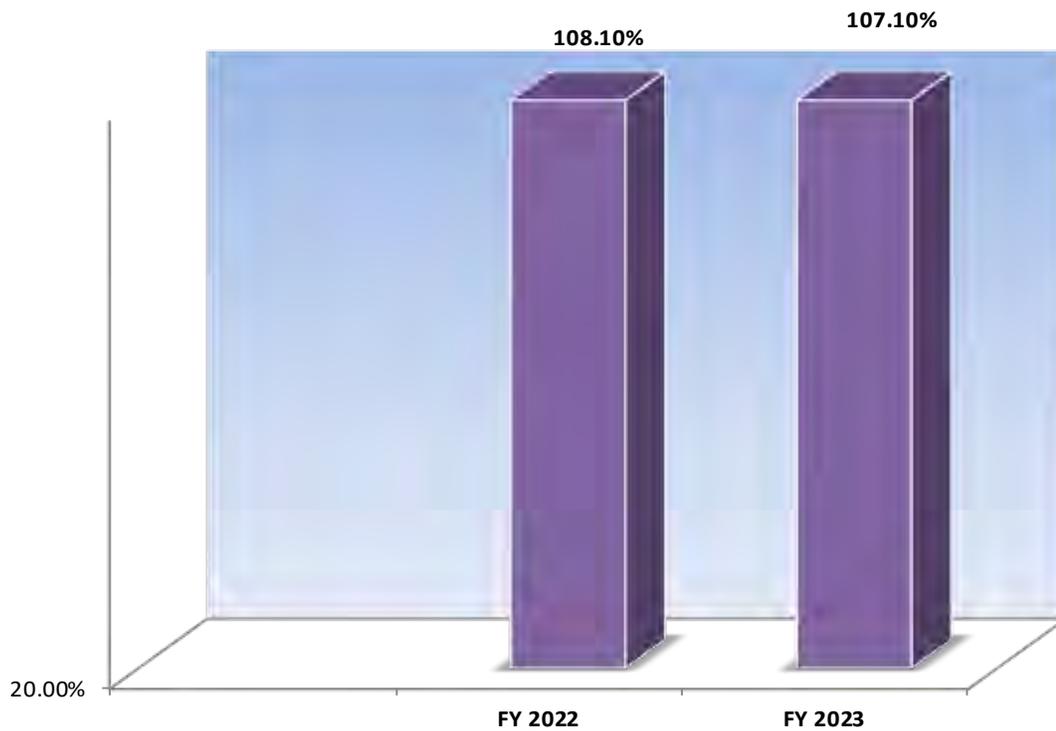
	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
Revenues:						
Water Sales	\$3,794,159	\$4,013,861	105.8%	\$3,999,381	\$4,119,974	103.0%
Sewer Service	\$3,276,490	\$3,542,217	108.1%	\$3,729,362	\$3,992,657	107.1%
Outside Contractor Tap Fees	\$0	\$29,450	0.0%	\$0	\$47,250	0.0%
Penalties and Interest	\$160,000	\$268,235	167.6%	\$160,000	\$299,299	187.1%
Pretreatment Sewer Revenue	\$60,938	\$57,442	94.3%	\$60,938	\$57,442	94.3%
Reconnection Fees	\$50,000	\$53,760	107.5%	\$50,000	\$59,975	120.0%
Meter Installation	\$5,000	\$21,185	423.7%	\$5,000	\$17,750	355.0%
Online Payment Fee	\$7,500	(\$515)	-6.9%	\$7,500	\$0	0.0%
Interest Earnings	\$10,000	\$16,225	162.3%	\$10,000	\$114,201	1142.0%
Miscellaneous	\$1,000	\$3,567	356.7%	\$1,000	\$12,371	1237.1%
Bank and NSF Fees	\$0	\$1,050	0.0%	\$0	\$897	0.0%
Water Tap Fees	\$0	\$15,660	0.0%	\$0	\$21,800	0.0%
Sewer Tap Fees	\$0	\$8,500	0.0%	\$0	\$12,750	0.0%
Care-Flite Fees	\$0	\$9,789	0.0%	\$0	\$5,862	0.0%
Total Revenues	\$7,365,087	\$8,040,426	109.2%	\$8,023,181	\$8,762,227	109.2%
Transfers In:						
Expenditures:						
Utility Administration	\$228,306	\$230,709	101.1%	\$249,827	\$246,311	98.6%
Water Services	\$2,557,846	\$2,795,504	109.3%	\$2,743,069	\$2,473,176	90.2%
Sewer Services	\$2,765,961	\$2,684,028	97.0%	\$2,943,741	\$2,845,457	96.7%
Customer Services	\$301,313	\$317,032	105.2%	\$326,220	\$319,233	97.9%
Non Departmental	\$162,191	\$301,004	185.6%	\$184,019	\$142,216	77.3%
Debt Service Transfer	\$1,131,077	\$1,131,077	100.0%	\$1,131,077	\$1,131,077	100.0%
Total Expenditures	\$7,146,694	\$7,459,354	104.4%	\$7,577,953	\$7,157,470	94.5%
Transfers Out	\$352,304	\$352,304	100.0%	\$365,536	\$365,536	100.0%
Capital Outlay - Other Equip						
2 Kubota 60" zero turn mowers	21,450	21,448.20	0.0%	\$0	-	0.0%
3 Vehicles W&S-Constr Inspect	85,000	85,000.00	0.0%	\$0	-	0.0%
Aqua Metrics	-	44,598	0.0%	\$0	-	
Cityworks System	18,925		0.0%	\$18,925	-	0.0%
Open Gov Software Support	30,833	\$19,911	64.6%	\$30,833	\$6,857	22.2%
Water Rate Study	32,500	\$20,341	62.6%	\$0	\$0	0.0%
Scada System	96,940	\$96,940	100.0%	\$0	\$0	
EPA Mandates	20,200	\$32,167	159.2%	\$20,200	\$0	0.0%
Vehicles	68,000	18,169.65	26.7%	\$68,000	63,854	93.9%
Northern Basin Interceptor Eng	169,000	\$145,446	86.1%	\$100,000	\$71,179	71.2%
Capital Projects	400,000	\$5,280	1.3%	\$1,000,000	91,331	9.1%
Lift Station Condition Assessment	110,000	\$148,937	135.4%	\$110,000	\$25,465	23.2%
Jetter Trailer	\$0	\$0	0.0%	\$82,526	\$85,385	103.5%
Dump Trailer	\$0	\$0	0.0%	\$17,560	\$10,560	60.1%
Blue Diamond boom mower w/82" grapple attachment	\$0	\$0	0.0%	\$29,786	\$25,951	87.1%



Water Revenue as a % of Budget 100% of the Fiscal Year



Sewer Revenue as a % of Budget 100% of the Fiscal Year





**OTHER FUNDS: FINANCIAL SUMMARY
FOR FISCAL YEAR 2022-23
AS OF 09/30/23
100% of Budget Year**

FUND #	FUND NAME	FY 2022 ACTUAL YTD REVENUES	FY 2023 ANNUAL REVENUE BUDGET	FY 2023 ACTUAL YTD REVENUES
ENTERPRISE FUNDS				
21	W&S Debt Service	\$1,131,456	\$1,131,427	\$1,131,077
22	W&S Improvements	\$5,280	\$1,000,000	\$91,331
61	Storm Water	\$259,142	\$238,665	\$278,151
81	Group Insurance	(\$33)	-	\$1
SPECIAL REVENUE FUNDS				
25	Opiod Abatement Sttlmnt	-	-	5,369.93
29	Police Seizure State	-	-	7,315.09
30	Police Seizure Federal	-	-	-
32	Miscellaneous Grants	\$1,187	\$1,500	\$889
35	Recycle Revenue Fund	825	\$500	-
36	Municipal Court	\$21,187	\$15,650	\$28,333
38	Park Development	-	-	-
39	Hotel Motel Fund	\$54,081	\$40,000	\$38,908
42	Park Maintenance	2,780	\$2,000	\$2,660
45	Animal Shelter	\$3,262	\$3,000	-
46	Animal Shelter Building	\$297	-	\$3,591
47	Vehicle Replacement Fund	\$42,000	\$44,500	\$235,207
48	Technology Replacement	\$17,500	\$17,500	\$17,500
50	TLEOSE	\$1,625	\$2,000	\$1,704
56	Toy Drive Donations	\$1,190	-	\$555
58	Park Development Fund	\$46,000	-	\$36,500
59	Developer Review Fund	-	-	\$59,340
72-79	Developers	\$105,000	-	\$84,071
DEBT SERVICE FUND				
2	General Debt Service	\$825,019	\$817,532	\$852,049
CAPITAL PROJECTS				
43	Street Maintenance	\$935,239	\$826,192	\$833,097
44	2019 Street Projects	\$624	-	\$618
55	Covid Loc Fisc Rcv Funds	193,466	-	\$186,005
57	Capital Projects Fund	-	-	\$328,000
60	Simonds Rd Project	-	-	\$3,158,663
62	Central Fire Station	-	-	\$297,000
63	Animal Shelter CIP	-	-	\$2,105,776
64	Police Station CIP	32,199	\$350	\$220,860

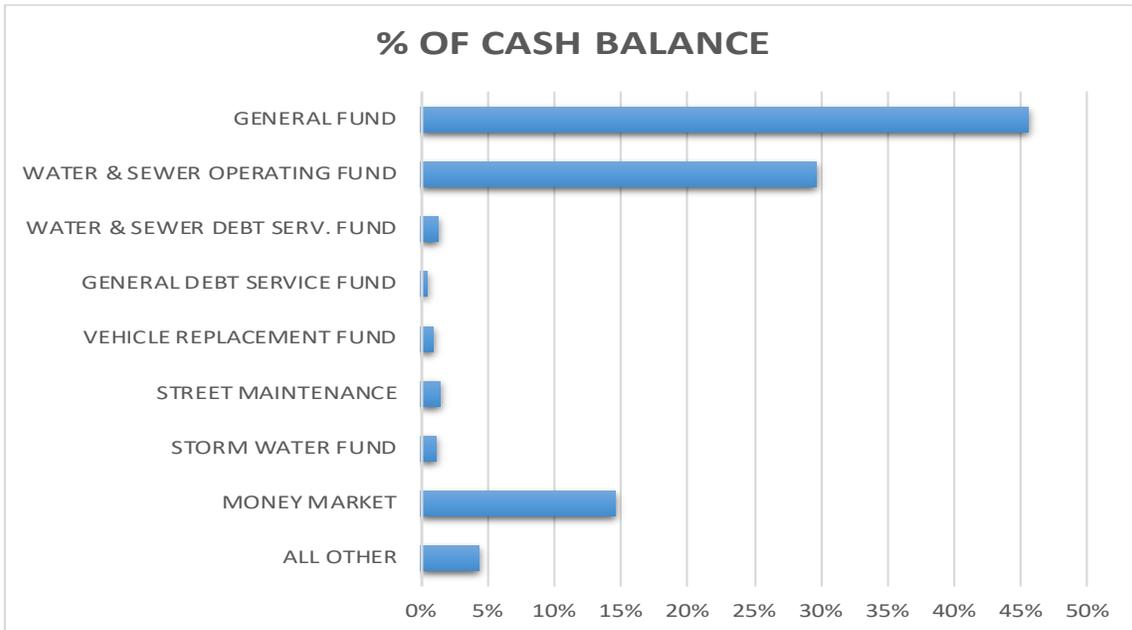
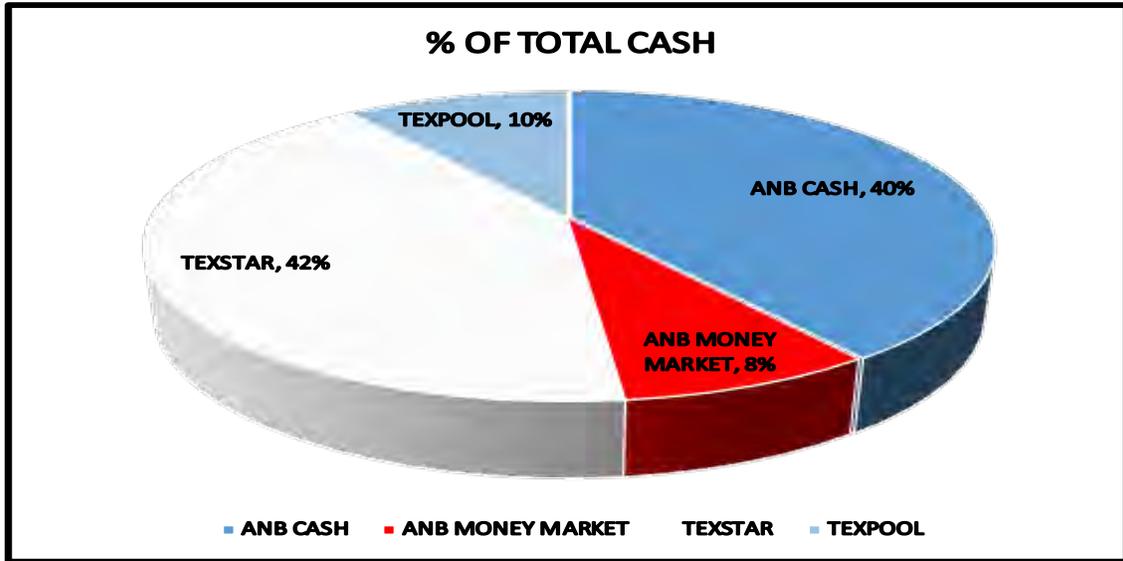
FY 2022 ACTUAL YTD EXPENDITURES	FY 2023 ANNUAL EXPENDITURE BUDGET	FY 2023 ACTUAL YTD EXPENDITURES
ENTERPRISE FUNDS		
\$1,120,420	\$1,131,077	\$1,129,529
\$306,783	\$1,000,000	\$39,958
\$267,478	\$65,260	\$239,382
-	-	-
SPECIAL REVENUE FUNDS		
-	-	1,707.00
-	-	-
\$639	\$1,500	\$626
388	\$500	\$212
\$7,775	\$10,997	\$18,761
55,193	-	\$49,500
27,000.00	\$31,000	31,075
23,008	-	-
-	\$3,000	-
-	-	-
84,671	\$55,813	\$55,813
\$8,155	\$17,500	\$16,610
\$1,321	\$1,000	\$2,179
-	-	-
\$12,338	-	-
-	-	(\$41,204)
24,500	-	\$91,119
DEBT SERVICE FUND		
\$859,184	\$874,912	\$875,911
CAPITAL PROJECTS		
\$715,966	\$825,459	\$597,154
\$868,732	-	\$24,114
175,773.00	-	-
-	-	217,964.10
-	-	160,581.16
-	-	-
-	-	60,183.80
\$36,967	\$5,447,682	\$379,516

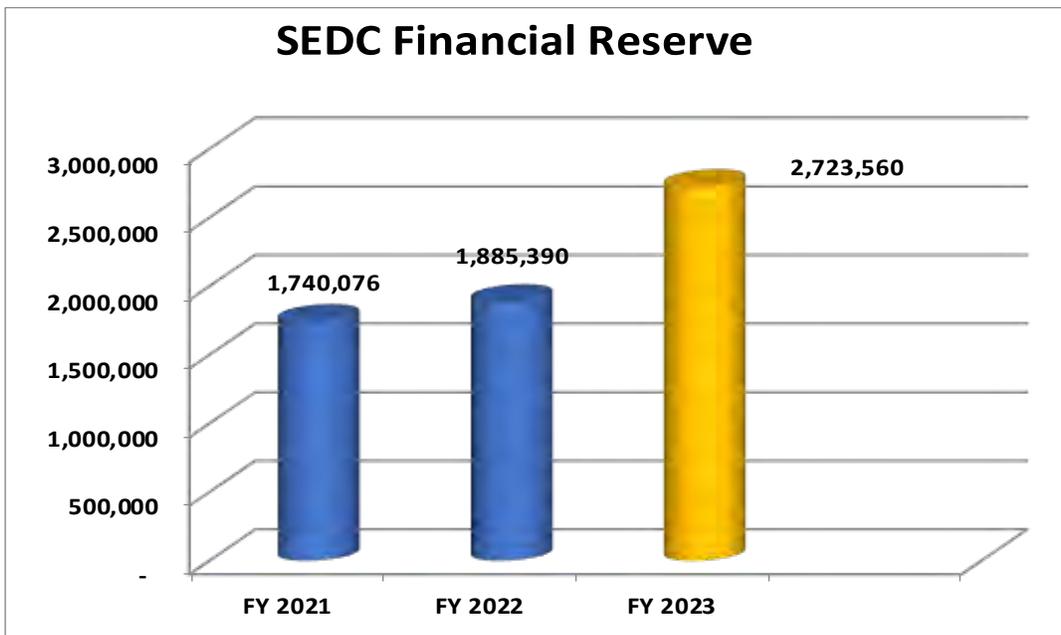
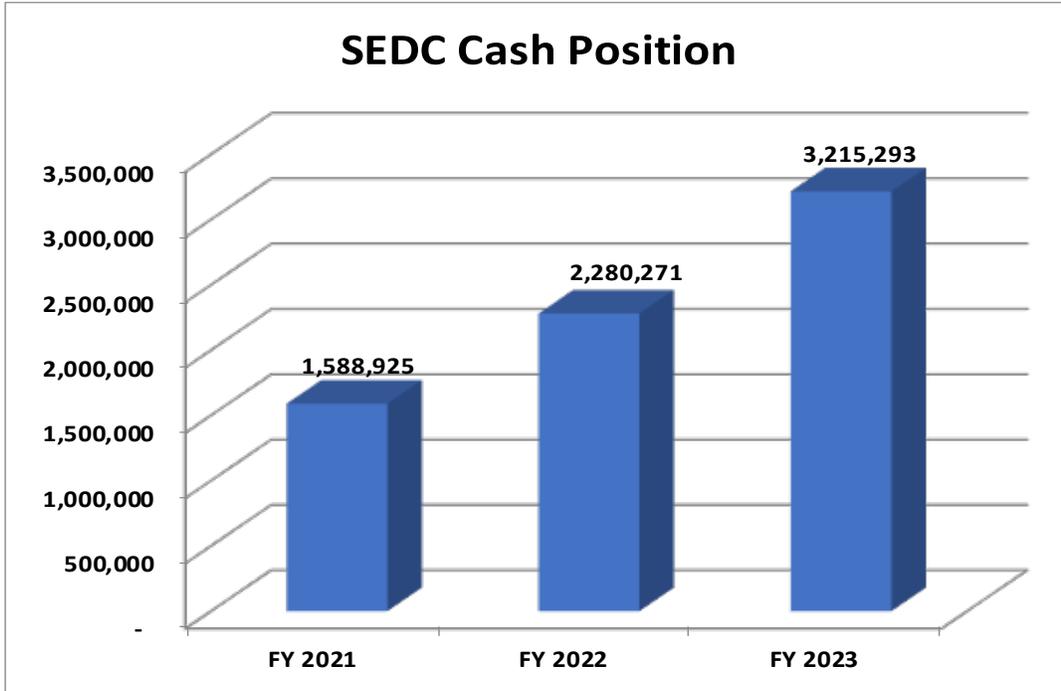


CITY OF SEAGOVILLE				
CASH REPORT				
4th QUARTER FY 2023				
Bank Acct#	Bank Account Name	ACCT BALANCE AS OF AUG 30, 2023	CHANGES	ACCT BALANCE AS OF SEP 30, 2023
*5157	GENERAL FUND MONEY MARKET ACCT	1,181,173.85	2,477.87	1,183,651.72
*5181	W&S MONEY MARKET ACCT	1,694,823.92	3,555.42	1,698,379.34
800008997	ANB Group Insurance Trust Bank	25.61	-	25.61
800000838	ANB PAYROLL FUND	221,232.82	(208,742.72)	12,490.10
4600130068	ANB ROOF	32,721.95	0.28	32,722.23
4600016705	ANB PEG	124,054.68	1.06	124,055.74
800007205	ANB PRIMARY	13,974,749.84	(371,118.85)	13,603,630.99
800013104	ANB ANIMAL SHELTER OPERATIONS	7,542.48	844.73	8,387.21
TOTALS	CASH ACCOUNTS	17,236,325.15	(572,982.21)	16,663,342.94
572915620	TEXSTAR- FY 2015 BONDS	155,442.35	678.49	156,120.84
572920190	TEXSTAR- 2019 BONDS	102.69	0.38	103.07
572920211	TEXSTAR- 2021 CLFRF	4,187,573.43	18,277.78	4,205,851.21
572920230	TEXSTAR- 2023 BONDS	5,015,194.67	21,890.12	5,037,084.79
449/1291300001	TEXPOOL-GENERAL FUND	1,676,435.14	7,332.84	1,683,767.98
449/1291300003	TEXPOOL-WATER AND SEWER	1,419,063.01	6,207.02	1,425,270.03
449/1291300004	TEXPOOL-WATER DEPOSIT FUND	341,362.44	1,493.19	342,855.63
449/1291300006	TEXPOOL-GOVT DEBT SVC	12,340.37	53.98	12,394.35
449/1291300007	TEXPOOL-WATER AND SEWER DEBT SVC	56,447.51	246.92	56,694.43
TOTALS	INVESTMENT ACCOUNTS	17,836,244.90	77,883.54	17,914,128.44
GRAND TOTAL		\$ 35,072,570.05	\$ (495,098.67)	\$ 34,577,471.38



BANK	% OF TOTAL CASH
ANB CASH	40%
ANB MONEY MARKET	8%
TEXSTAR	42%
TEXPOOL	10%







CITY OF SEAGOVILLE, TEXAS
QUARTERLY FINANCIALS AND INVESTMENT REPORT
Investment Officers Signature Page
Quarter Ending September 30, 2023

This report is in compliance with the investment strategy as established in the City's Investment Policy and the Public Funds Investment Act, Chapter 2256, Texas Government Code.

Prepared on: October 17, 2023

Lackey Stepper Sebastian, Mayor

Pat Stallings, City Manager

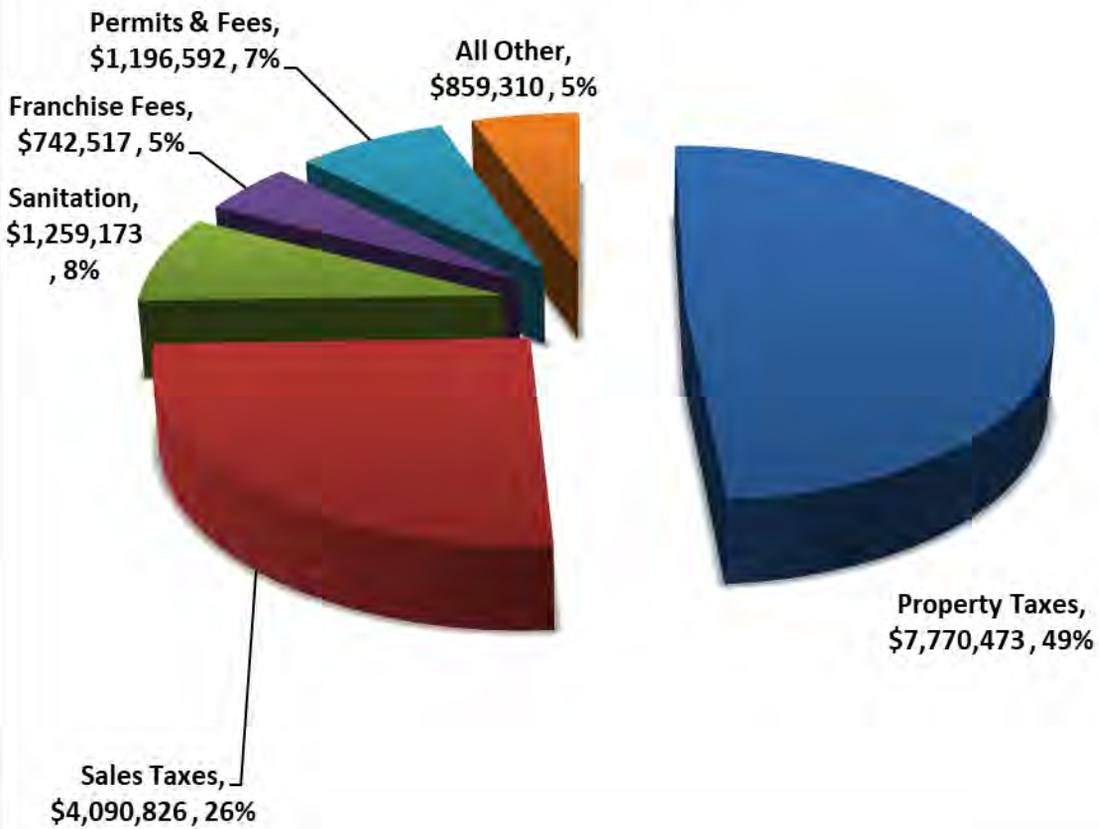
Gail French, Director of Finance



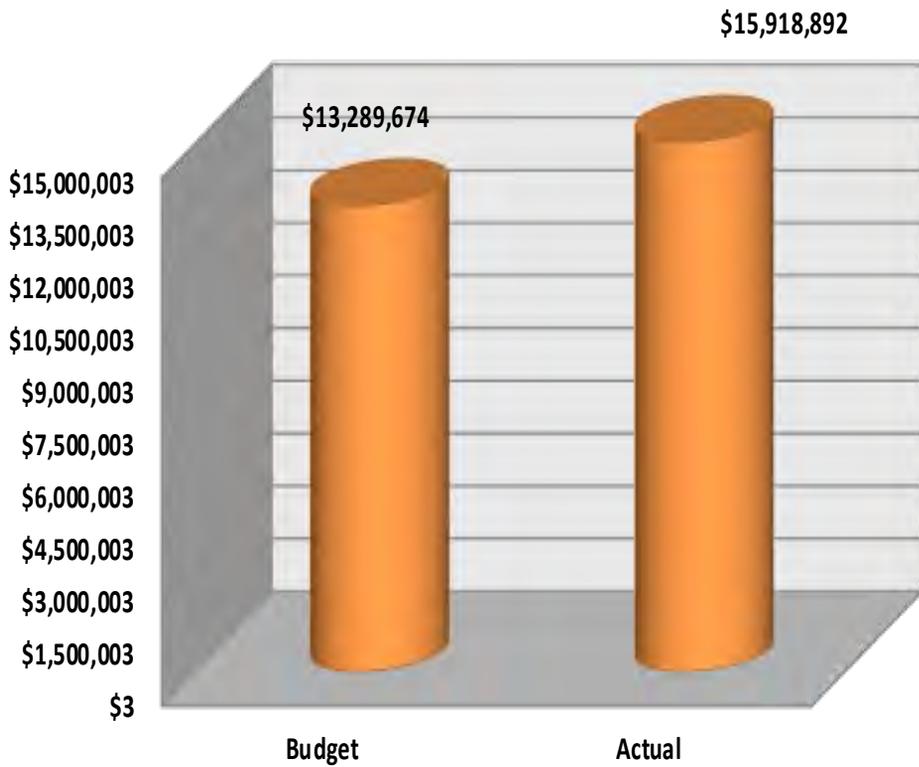
FY 2023 Financials

4th Quarter Financials

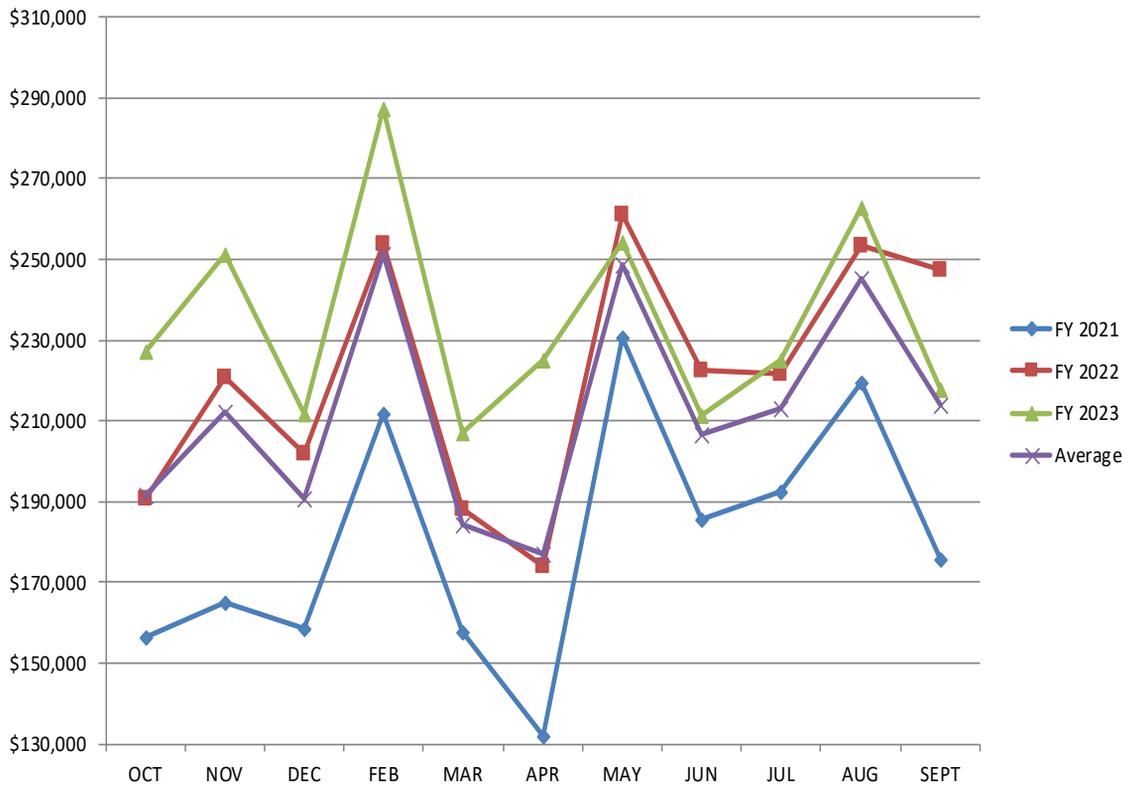
**General Fund Revenues
4th Quarter, FY 2023
Total \$15,918,892**



Year to Date Revenue Comparison General Fund

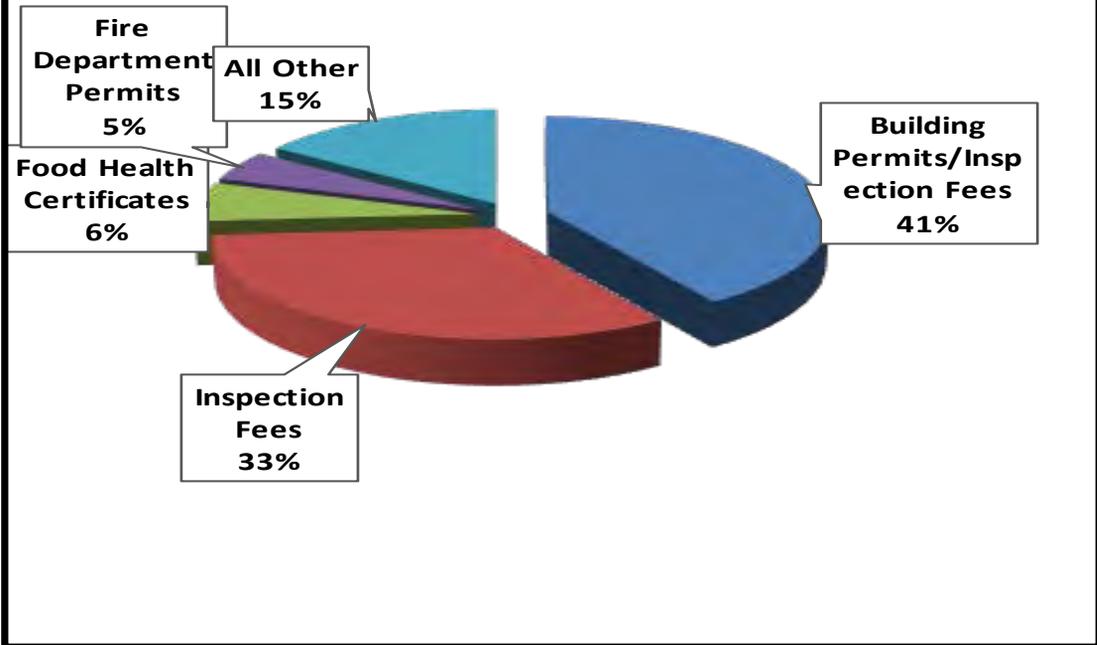


General Fund Sales Tax Comparison



	FY 2021	FY 2022	FY 2023	Three Year Average
OCT	156,466.05	190,825.92	227,390.01	191,560.66
NOV	165,176.32	220,810.91	251,254.88	212,414.04
DEC	158,595.92	201,749.86	211,940.69	190,762.15
JAN	163,822.10	196,537.55	211,131.80	190,497.15
FEB	212,017.52	254,002.15	287,175.08	251,064.91
MAR	157,843.43	188,038.12	207,298.31	184,393.28
APR	132,102.35	174,238.14	225,273.15	177,204.55
MAY	230,658.28	261,175.63	254,401.34	248,745.08
JUNE	185,749.46	222,722.87	211,540.73	206,671.02
JULY	192,486.72	221,516.96	225,195.39	213,066.36
AUG	219,679.89	253,274.98	262,715.45	245,223.44
SEPT	175,919.10	247,555.63	217,963.85	213,812.86

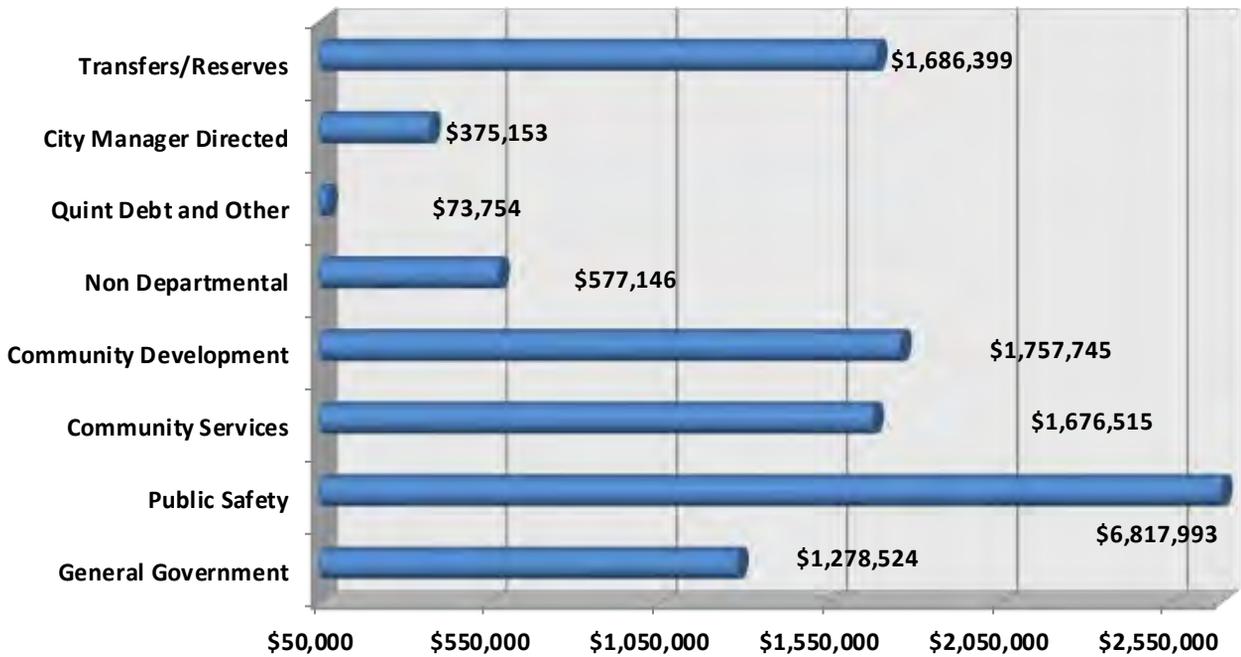
Permits and Fees FY 2023 To Date



Description	FY 2023 Amount	FY 2022 Amount	Increase (Decrease)
Building Permits/Inspection Fees	\$487,091	\$499,108	\$ (12,017)
Inspection Fees	\$396,753	\$776,357	\$ (379,604)
Food Health Certificates	\$ 73,505	\$ 69,978	\$ 3,527
Fire Department Permits	\$ 56,360	\$ 58,040	\$ (1,680)
All Other	\$182,884	\$139,088	\$ 43,797

Permits and Fees are revenues generated by City oversight of a broad range of community development activities.

**General Fund Expenditures, Transfers and One Time
Fund Balance Outlays
4th Quarter FY 2023
Total \$14,243,229**



General Government

City Council, City Manager, City Secretary, Information Technology
Human Resources and Finance

Community Development

Building Services, Code Enforcement, Streets, Parks, Planning

Community Services

Municipal Court, Library, Senior Center, Sanitation

Public Safety

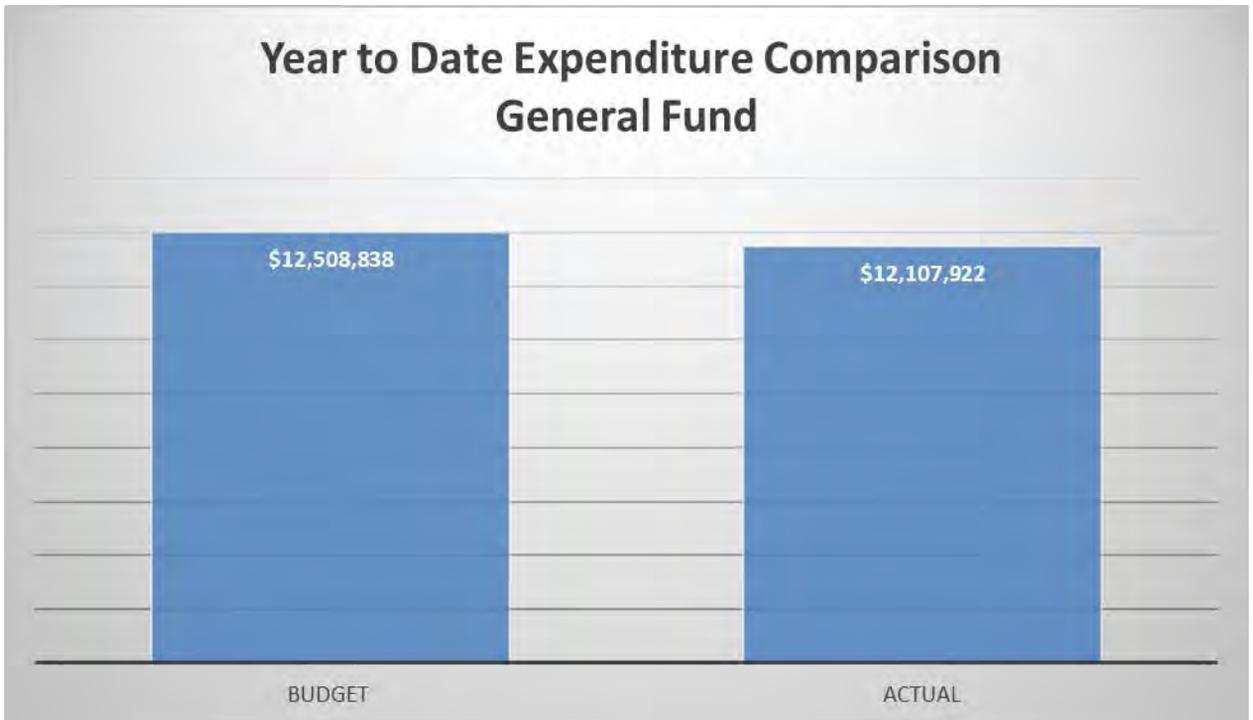
Police, Fire, Ambulance, Support Services, Animal Services

Transfers/Reserves

Transfers for Street Maintenance and Vehicle Replacement

**General Fund
Use of Fund Balance Projects
FY 2023**

	<u>Budget</u>	<u>Actual</u>
Police Equipment	53,063	58,481
Firefighting Equipment	92,810	78,715
Streets Dept Utility Trailer	8,060	6,860
Tuition Reimbursement	5,000	1,000
Emergency Siren Replacement	25,000	25,000
Fire Vehicle Purchase	123,329	93,000
Animal Services Outdoor Kennel	35,000	-
Building Improvement-City Hall Doors	13,469	12,636
Building Improvement-Senior Center Window	16,200	16,200
Support Electronic warrants	11,250	-
Update to the City zoning map	25,000	25,000
Consulting Fees-Temp City Secretary		58,263
Total	408,181	375,153



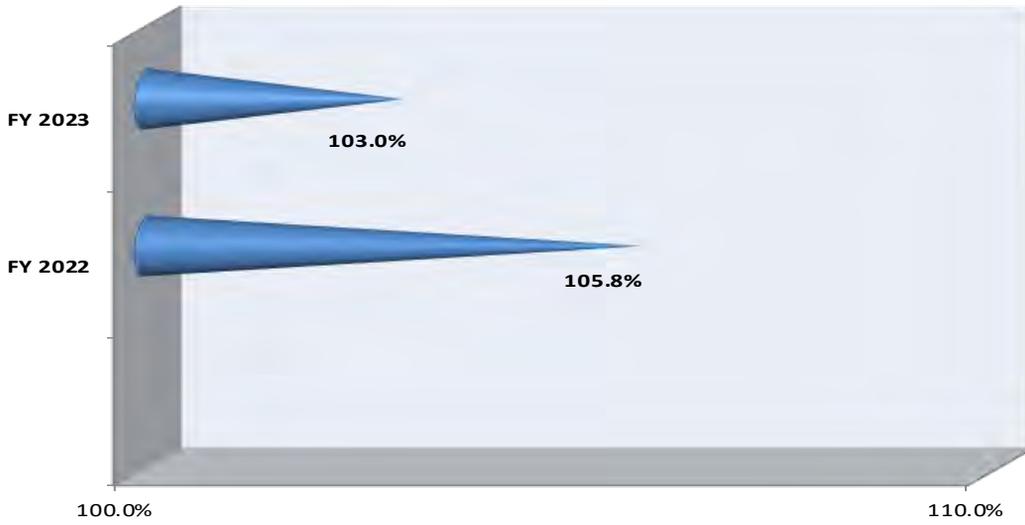
Budget
\$12,508,838

Actual
\$12,107,922

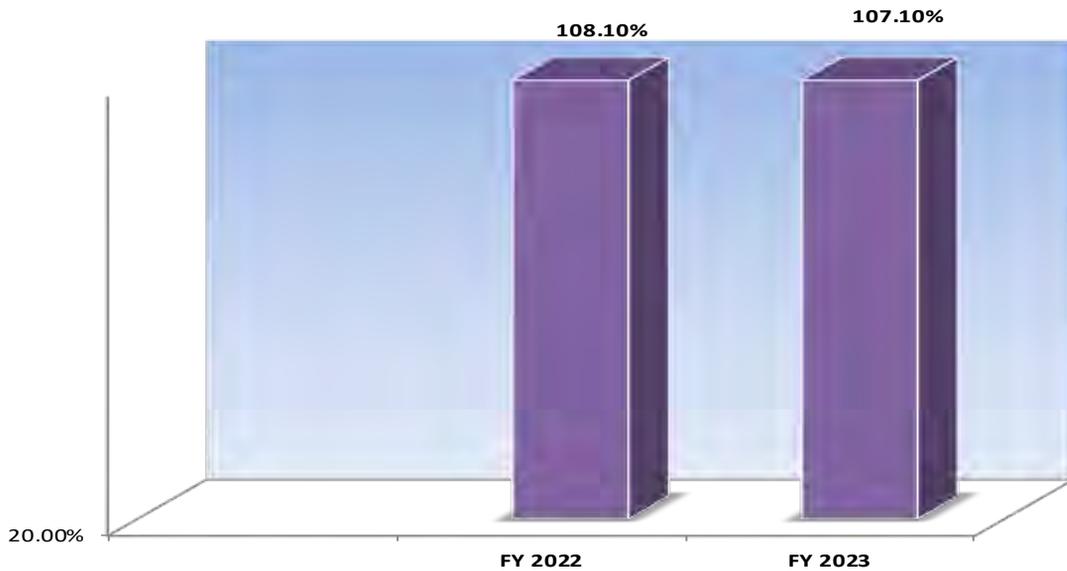
**WATER AND SEWER FUND
SUMMARY OF REVENUES AND EXPENDITURES
AS OF 09/30/23
100% OF BUDGET YEAR**

	Budget	Year to Date	% tage of Budget
REVENUES:			
Water Sales	\$3,999,381	\$4,119,974	103.0%
Sewer Sales	3,729,362	3,992,657	107.1%
All Other	<u>294,438</u>	<u>649,597</u>	220.6%
TOTAL REVENUES	\$8,023,181	\$8,762,227	109.2%
EXPENDITURES:			
Water Services	\$2,743,069	\$2,473,176	90.2%
Sewer Services	2,943,741	2,845,457	96.7%
Debt Service Transfer	1,131,077	1,131,077	100.0%
Non Departmental	184,019	142,216	77.3%
All Other	<u>576,047</u>	<u>565,544</u>	98.2%
TOTAL EXPENDITURES	\$7,577,953	\$7,157,470	94.5%
Use of Reserve	1,477,830	380,582	25.8%
Transfers Out	365,536	365,536	100.0%

Water Revenue as a % of Budget 100% of the Fiscal Year



Sewer Revenue as a % of Budget 100% of the Fiscal Year

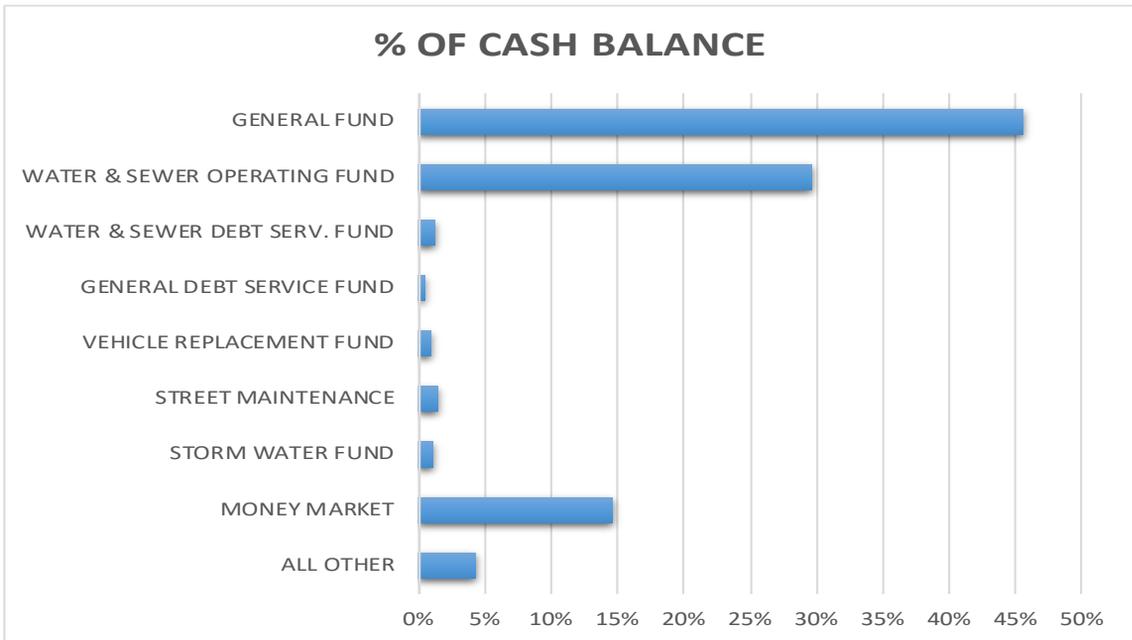
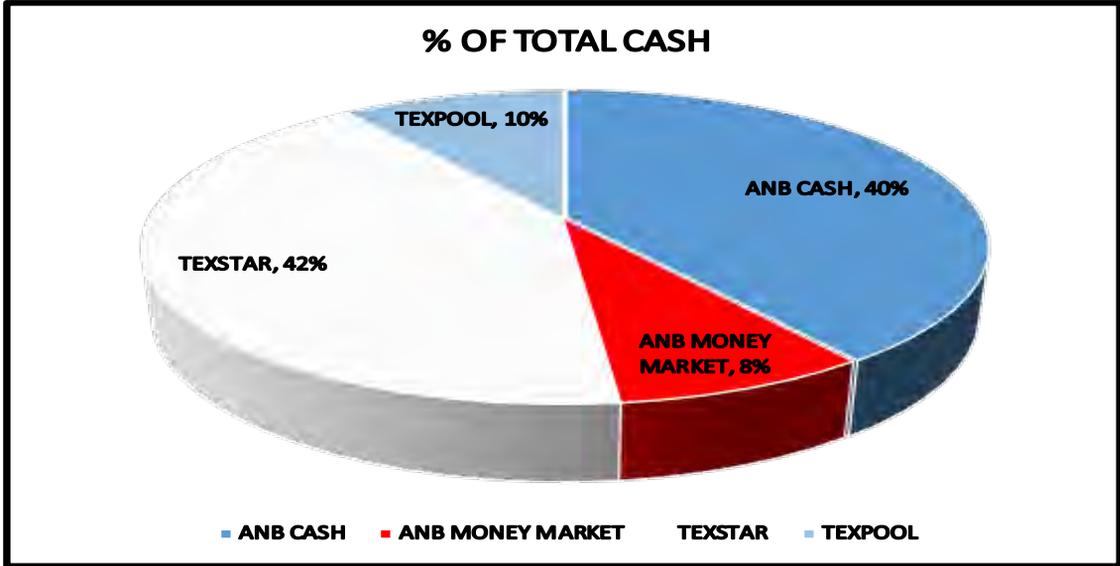


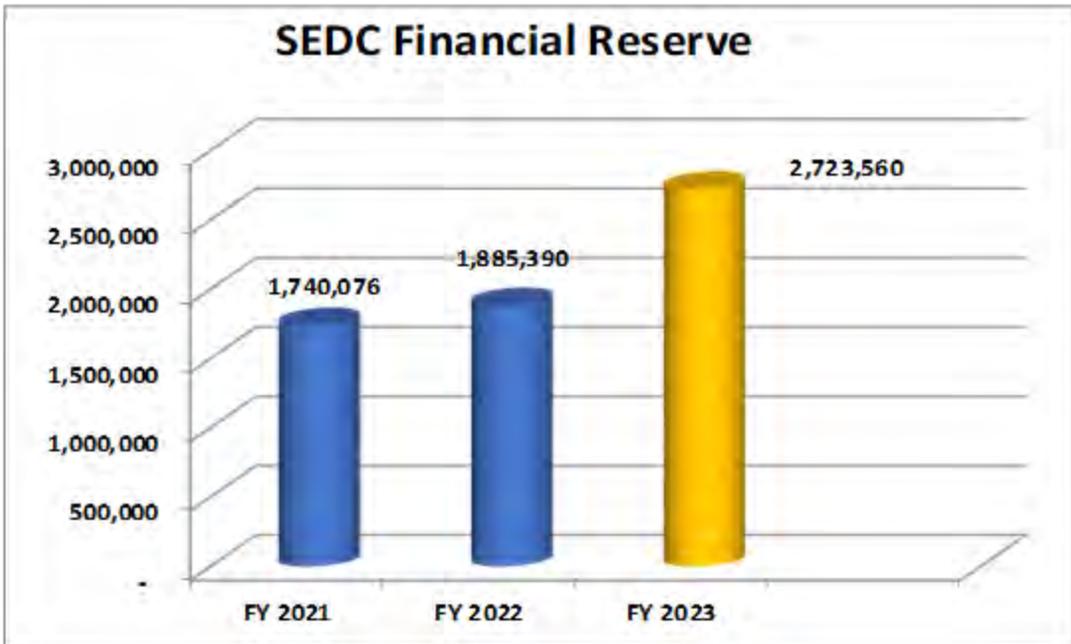
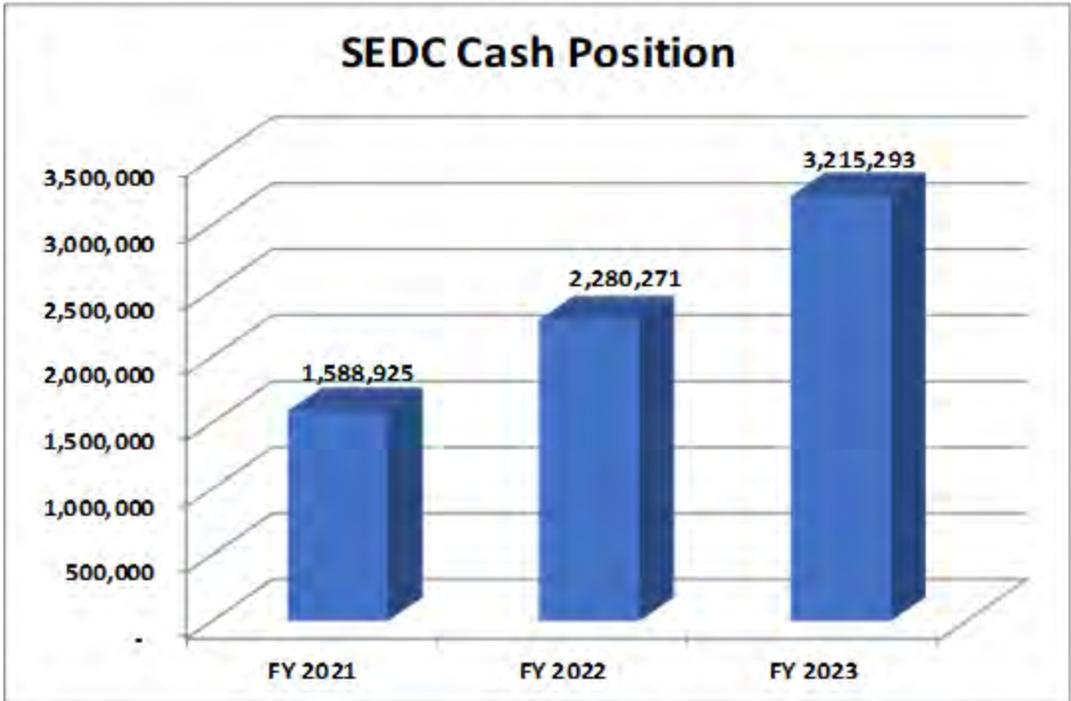
FY 2023 Water and sewer revenue slightly exceeds budget expectations.

**CITY OF SEAGOVILLE
CASH REPORT
4th QUARTER FY 2023**

Bank Acct#	Bank Account Name	ACCT BALANCE AS OF AUG 30, 2023	CHANGES	ACCT BALANCE AS OF SEP 30, 2023
*5157	GENERAL FUND MONEY MARKET ACCT	1,181,173.85	2,477.87	1,183,651.72
*5181	W&S MONEY MARKET ACCT	1,694,823.92	3,555.42	1,698,379.34
800008997	ANB Group Insurance Trust Bank	25.61	-	25.61
800000838	ANB PAYROLL FUND	221,232.82	(208,742.72)	12,490.10
4600130068	ANB ROOF	32,721.95	0.28	32,722.23
4600016705	ANB PEG	124,054.68	1.06	124,055.74
800007205	ANB PRIMARY	13,974,749.84	(371,118.85)	13,603,630.99
800013104	ANB ANIMAL SHELTER OPERATIONS	7,542.48	844.73	8,387.21
TOTALS	CASH ACCOUNTS	17,236,325.15	(572,982.21)	16,663,342.94
572915620	TEXSTAR- FY 2015 BONDS	155,442.35	678.49	156,120.84
572920190	TEXSTAR- 2019 BONDS	102.69	0.38	103.07
572920211	TEXSTAR- 2021 CLFRF	4,187,573.43	18,277.78	4,205,851.21
572920230	TEXSTAR- 2023 BONDS	5,015,194.67	21,890.12	5,037,084.79
449/1291300001	TEXPOOL-GENERAL FUND	1,676,435.14	7,332.84	1,683,767.98
449/1291300003	TEXPOOL-WATER AND SEWER	1,419,063.01	6,207.02	1,425,270.03
449/1291300004	TEXPOOL-WATER DEPOSIT FUND	341,362.44	1,493.19	342,855.63
449/1291300006	TEXPOOL-GOVT DEBT SVC	12,340.37	53.98	12,394.35
449/1291300007	TEXPOOL-WATER AND SEWER DEBT SVC	56,447.51	246.92	56,694.43
TOTALS	INVESTMENT ACCOUNTS	17,836,244.90	77,883.54	17,914,128.44
GRAND TOTAL		\$ 35,072,570.05	\$ (495,098.67)	\$ 34,577,471.38

BANK	% OF TOTAL CASH
ANB CASH	40%
ANB MONEY MARKET	8%
TEXSTAR	42%
TEXPOOL	10%







TO: Mayor and City Council
FROM: Ray Calverley, Chief of Police
DATE: November 6, 2023
ITEM: 8
DESCRIPTION: Recognition and Presentation of the Life Saving Award.

ATTACHMENTS

1. Event Summary



City of Seagoville Police Department

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



Citizen Recognition

Date of Incident: October 11, 2023

Location: 531 E. Malloy Bridge road

Type of Assist: Intervened with officers who were in a physical fight with a subject

Involved Citizen: Mike Fruin

Mayor, Mayor Pro Tempore and Council Members,

On the night of October 11, 2023, officers stopped a reported stolen vehicle in the parking lot of Valero Circle K, located at 531 E. Malloy Bridge. This vehicle was occupied by two adult males.

The driver was ordered out of the vehicle and was compliant with all commands given and was detained without incident.

The adult male passenger was then addressed. Officers attempted to detain the passenger in handcuffs. He commenced to offer physical resistance. He was able to break free from the grasp of officers and began to run away from the location.

An officer on scene deployed his Taser electronic control device which was ineffective. Officers chased after the fleeing subject. In his fleeing attempt, he stumbled and fell. Two pursuing officers tried to control and secure the subject from the ground.

This combative subject was kicking and aggressively trying to physically fight these officers in their attempt to detain him. An officer attempted to deploy a drive-stun technique with an electronic control device to quell the aggression. The combatant attempted to take the Taser ECD from the officer. A second officer deployed a burst of OC spray in the face of the combatant. This less lethal force proved ineffective in stopping the resistance from the combative subject.

Seagoville citizen, and former council member, Mike Fruin was at the convenience store during this time. Mike Fruin is a certified police officer and was off-duty. Without hesitation, he came to the aid of the officers struggling to detain this combative subject. With the arrival of a third Seagoville officer, muscling force was applied by all which proved successful in gaining control of and applying handcuffs to this violent subject with no significant injuries to him or to the involved officers.

This combatant was found to be a twice criminally deported illegal citizen and a convicted and unregistered sex offender. He was subsequently arrested and charged with several offenses.

With his willingness to intervene in aiding the struggling officers in apprehending this violent felon, the Seagoville Police Department wishes to present Mike Fruin with the Citizen Recognition Award.



TO: Mayor and City Council
FROM: Sara Egan, City Secretary
DATE: November 6, 2023
ITEM: 11
DESCRIPTION: Consider approving the following City Council meeting minutes: October 16, 2023.

RECOMMENDATION

Recommend approval of the meeting minutes.

ATTACHMENTS

1. October 16, 2023 Minutes



City of Seagoville

Meeting Agenda

Minutes

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, October 16, 2023

6:30 PM

Council Chambers

Present: Mayor Lackey Sebastian, Mayor Pro Tem Harold Magill, Councilmember Jose Hernandez, Councilmember Rick Howard, Councilmember Allen Grimes, and Councilmember Jon Epps

Also present were City Manager Patrick Stallings, City Attorney Victoria Thomas, and City Secretary Sara Egan.

The City Council of the City of Seagoville met in a Regular Called Meeting on Monday, October 16, 2023, at 6:30 p.m. in the City Council Chambers of City Hall, 702 N. Hwy 175, Seagoville, Texas.

WORK SESSION – 6:30 PM

1. Call to Order

Mayor Sebastian called the meeting to order at 6:30 p.m.

2. Discuss Regular Session agenda items.

Director of Community Development Bill Medina briefed City Council on the Public Hearing item 15. City Council had questions and comments regarding the proposed elevations and concept plan. Alongside staff, the applicant Andrew Winkelmann addressed the questions and comments. Mr. Medina briefed City Council on the Public Hearing item 16. City Council expressed concerns with the illustrated name "Vape Ville". The applicant Tamer Kadah reassured City Council another name would be selected for the retail shop.

3. Receive a presentation by Kaufman Central Appraisal District.

Deputy Chief Appraiser Coy Johnson provided a presentation and answered questions.

4. Adjourn

Mayor Sebastian adjourned the Work Session at 7:01 p.m. with a break prior to the Regular Session.

REGULAR SESSION – 7:00 PM

5. Call to Order

Mayor Sebastian called the Regular Session to order at 7:07 p.m.

6. Invocation

Mayor Pro Tem Magill led the invocation.

7. Pledge of Allegiance

City Council led the pledge of allegiance.

8. Recognition and Presentation of the Life Saving Award.

Police Chief Ray Calverley presented the Life Saving Award to Office Jason HovelIn.

9. Mayor's Report

- Golden Chick is projected to open its door at the end of October depending on inspections.
- Reconstruction of Bluff Road by Anderson Asphalt is going very well.
- Construction of the new Police Station has started.

- Early voting in the Special Constitutional Amendment and Joint Election for November 7th begins Monday. City Hall is a polling location.

10. Citizen's Comments

No one signed up to speak.

Consent Agenda

Mayor Pro Tem Magill made a motion to approve Consent Agenda Item 11-14, seconded by Councilmember Epps. The motion passed by a unanimous vote (5/0).

11. Consider approving the following City Council meeting minutes: October 2, 2023.

12. Consider approving a Resolution authorizing the City Manager to enter into a Service Agreement with Motorola Solutions and approving the terms and conditions of the Agreement.

Resolution No. 77-R-2023

13. Consider approval of the purchase and installation of a new siren and digital activation system from Goddard Enterprises; in an amount not to exceed \$53,443.21; as provided for in the FY 2024 Budget.

14. Consider approval of the purchase of one (1) Chevrolet Tahoe with upfit package from Holiday Chevrolet; through the Tarrant County annual contract for emergency vehicles and supplies (no. 2022-200 and 2023-016); in an amount not to exceed \$61,368.95; as provided for in the FY 2024 Budget.

Public Hearing

15. Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and map of the City of Seagoville for approximately 9.45 acres from the Apartment to the Planned Development Zoning District, situated at 1803 Seagoville Road, 1815 Seagoville Road, 1908 Cain Street, and 620 No Name Street, located approximately near the intersection of Seagoville Road and Alto Road, and between Seagoville Road and Cain Street; providing for a concept plan.

Mayor Sebastian opened the public hearing at 7:14 p.m.

Mr. Medina approached the podium to answer questions. He also informed the City Council recently adopted state law does not allow a city to regulate building materials in the construction or alteration of a building. However, the request to include walking trails, a dog park, and other amenities is appropriate.

Mayor Sebastian invited members of the public to speak. No one spoke in favor or against.

Mayor Sebastian closed the public hearing at 7:16 p.m.

Councilmember Hernandez made a motion to table item 15, seconded by Councilmember Grimes. The motion passed by a unanimous vote (5/0).

16. Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and map of the City of Seagoville for approximately 1.02 acres, described as being within Lot 2, Block A, Seagoville Corners III Addition, 950 E. Malloy Bridge Road; from Local Retail to Local Retail with a Special Use Permit to allow for a tobacco shop; providing for special conditions and a site plan.

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

Mr. Medina approached the podium to answer questions.

Mayor Sebastian invited members of the public to speak. No one spoke in favor or against.

Mayor Sebastian closed the public hearing at 7:19 p.m.

Councilmember Hernandez made a motion to approve item 16, seconded by Councilmember Grimes. The motion passed by a unanimous vote (5/0).

Ordinance No. 32-2023

Regular Agenda

17. Discuss and consider approving a Resolution accepting a petition for and calling for a public hearing on the creation of Santorini Public Improvement District within the City of Seagoville and authorizing mailing and publication of notice of the public hearing.

Mrs. Julie Partain with Bracewell briefed the City Council on this agenda item.

Councilmember Epps made a motion to approve item 16, seconded by Councilmember Hernandez. The motion passed by a unanimous vote (5/0).

Resolution No. 78-R-2023

18. Discuss driveway regulations on residential properties.

This agenda item was requested by Councilmember Grimes for discussion. City Council directed staff to propose an option or options for an amendment to current regulations to allow for the expansion of driveways to the property line not to exceed 5 feet in one direction for the length of the driveway as well as consider acceptable materials.

19. Discuss and consider additional dates to designate as holiday for November and December of 2023, and/or January of 2024.

This agenda item was requested by Councilmember Hernandez for discussion. Councilmember Hernandez made a motion to designate December 26, 2023 and January 2, 2024 as additional holiday dates in appreciation of city staff, seconded by Councilmember Grimes. The motion passed by a unanimous vote (5/0).

20. Discuss the evaluation process and related form for the City Manager, City Attorney, and City Secretary.

This agenda item was requested by Councilmember Hernandez for discussion. Councilmember Hernandez and Mayor Pro Tem Magill will present amended forms for City Council to consider.

21. Items of community interest and councilmember reports.

Councilmember Grimes announced the High School Homecoming game on Friday.

22. Discuss future agenda items.

No requests for future agenda items.

23. Adjourn

There being no further business before the City Council, the meeting was adjourned at 7:38 p.m.

APPROVED:

ATTEST:

Lackey Stepper Sebastian, Mayor

Sara Egan, City Secretary



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: November 6, 2023
ITEM: 12
DESCRIPTION: Consider a Resolution authorizing the purchase of a 2024 Peterbilt 548 dump truck in an amount not to exceed one hundred eighty thousand six hundred eighty dollars and fifty four cents (\$180,680.54), from Rush Truck Center.

INTRODUCTION

The purpose of this item is to provide the Public Works Department with a new Peterbilt dump truck to replace a 1997 international dump truck.

BACKGROUND

The Street Department is requesting council's approval to purchase a new 2024 Peterbilt 548 dump truck complete with all necessary emergency equipment and departmental graphics. This purchase replaces a 1997 international dump truck which was approved in the FY24 budget. The quote for the purchase of the 2024 Peterbilt 548 dump truck, is through Rush Truck Center on the Texas Local Government Purchasing Cooperative Buyboard.

FINANCIAL IMPACT

Approved FY2024 Budget

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Resolution
2. Rush Trucks Quote

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2023

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF A 2024 PETERBILT 548 DUMP TRUCK IN A TOTAL PURCHASE AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTY THOUSAND SIX HUNDRED EIGHTY DOLLARS AND FIFTY FOUR CENTS (\$180,680.54) FROM RUSH TRUCK CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in the FY 2024 budget process, the City Council approved the purchase of a new dump truck in the streets department; and

WHEREAS, pricing for this truck has been obtained from Rush Truck Center through Buy Board in compliance with local and state procurement requirements; and

WHEREAS, the City Council desires to proceed with the purchase of a 2024 Peterbilt 548 dump truck for a total purchase amount not to \$180,680.54 and further to authorize the City Manager execute all documents necessary.

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

Section 1. The City Council hereby authorizes the purchase of a 2024 Peterbilt 548 dump truck for a total purchase amount not to exceed One Hundred Eighty Thousand Six Hundred Eighty Dollars and Fifty Four Cents (\$180,680.54) in accordance with the quote attached hereto as Exhibit “A”; and, further authorizes the City Manager execute all necessary documents; providing a repealing clause; providing a severability clause; and providing an effective date.

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

PASSED AND ADOPTED by the City Council for the City of Seagoville at a meeting on the 6th day of November, 2023.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

REMIT P.O. TO:munisales@rushenterprises.com

Vendor	RUSH TRUCK CENTER	Date Prepared	9/7/2023
Contact for Vendor:	Mike Foley	Phone	214-215-3536
End User:	City of Seagoville		
End User Contact:	BJ Putman	Phone/Fax	214 329 3381
Product Description:	2024 Peterbilt 548/Ox dump body		

A: Base Price in Bid/Proposal Number: 601-19		Series: 548 \$ 67,772.00				
B: Published Options(Itemize Below)						
	DESCRIPTION	AMOUNT		OPT #	DESCRIPTION	AMOUNT
Pete	Pete 548 chassis	\$ 12,295.00				
Pete	Listed Pete option Pkg.	\$ 46,325.35				
				RTC-0040	OEM Safety Inspection	\$ 1,236.00
				RTC-1026	Lot Insurance	\$ 1,069.25
				RTC-1027	Floor Plan Interest	\$ 1,425.00
				RTC-0005	OX 15 yd dump body	\$ 31,245.54
				RTC-0125	PTO prep pkg	\$ 3,421.00
Subtotal Column 1:		\$ 58,620.35		Subtotal Column 2:		\$ 38,396.79
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")						\$ 97,017.14

C: Subtotal of A + B		\$ 164,789.14
D: Non Published Options		
Electric Mountain Tarp		
		\$2,741.63
Subtotal Column 1:	\$ 2,741.63	Subtotal Column 2:

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")

E: Contract Price Adjustment (If any, explain here)	\$ 11,549.77
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Material surcharge increases

F: Total of C + D +/- E	
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G: Quantity orderer Units:	
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H: BUYBOARD Administrative Fee	%	\$ 400.00
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I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)		
Freight		
		\$ 1,200.00

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$ 180,680.54
---	---------------



Rush Pblt Md Trk Ctr - DI (D551)
 4200 Irving Blvd.
 Dallas, Texas 75247

Jimmy Taylor
 Cell Phone: 817-366-2904
 Office Phone: 817-366-2904
 Email: taylorj@rush-enterprises.com

Vehicle Summary

Unit		Chassis	
Model:	Model 548	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	40000
Description 1:	15Yd Dump	G.C.W. (lbs):	60000
Description 2:			
Application		Road Conditions:	
Intended Serv.:	Construction Dump-On/Off Highway	Class A (Highway)	100
Commodity:	Construction Materials	Class B (Hwy/Mtn)	0
		Class C (Off-Hwy)	0
		Class D (Off-Road)	0
Body		Maximum Grade:	
Type:	End Dump		6
Length (ft):	24	Wheelbase (in):	205
Height (ft):	13.5	Overhang (in):	65
Max Laden Weight (lbs):	1000	Fr Axle to BOC (in):	67.5
		Cab to Axle (in):	137.5
		Cab to EOF (in):	202.5
		Overall Comb. Length (in):	310
Trailer		Special Req.	
No. of Trailer Axles:	0		
Type:			
Length (ft):	0		
Height (ft):	0		
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	40		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Price Level: January 1, 2024

100% Complete

Date: September 06, 2023

Deal: 15Yd Dump

Quote Number: QUO-1062529-T7C0D6

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Sales Code	Std/Opt	Description	\$ List	Weight
Base Model				
0005481	S	Model 548 The Model 548 meets and exceeds the demands of Class 7 and Class 8 specialty application markets that require a rugged workhorse for durability and a wide range of optional content. The Model 548 is available in configurations with a GVW from 33,001 to 66,000 lbs. to suit most vocational applications. The 548 also offers all-wheel-drive. From construction and crane service to utility and delivery services in both Class 7 and Class 8 markets, the 548 is in a class of its own.	123,296	10,860
0091070	O	Construction Materials	0	0
0093060	O	Construction Dump-On/Off Highway Truck or tractor without liftable trailing axle which carries bulk materials (excavated earth, sand/gravel, asphalt, demolition debris, etc.) and unloads by dumping out the back, over the side of the body, or out the bottom of the trailer.	0	0
0095170	O	End Dump	0	0
0098170	S	United States Registry Canadian Registry Package Requires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0	0
Configuration				
0200700	S	Not Applicable Secondary Manufacturer	0	0
Frame & Equipment				
0514000	O	10-3/4" Steel Rails To 354" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	499	353
0611300	S	Heavy Duty 5-Piece Crossmember BOC IPO Standard Class 5, 6, 7	0	0
0611790	S	Aluminum Frame Rail Crossmembers Excludes suspension	0	0
0612230	O	Custom Wheelbase or Overhang Engineering approval may be required.	350	0
0644090	S	EOF Square without Crossmember End-of-frame square without crossmember. For use with body builder installed crossmember.	0	0
0651010	S	Peterbilt Rear Mudflaps and Straight Hangers Mudflaps aid in protecting the frame and undercarriage from road salt, grime and debris that can cause rust and corrosion. Mud flaps also shield other vehicles from gravel, rocks and road spray.	0	0
Front Axle & Equipment				
1011890	O	PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop	2,303	137

Price Level: January 1, 2024

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Sales Code	Std/Opt	Description	\$ List	Weight
		Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency.		
		The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.		
1114030	O	Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.	440	118
1243050	O	Power Steering Sheppard HD94 Dual Gear For use with 16,000 to 20,000 lb. axle ratings.	1,023	80
1250250	O	Power Steering Reservoir Frame Mounted w/Cooler A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	163	2
1354840	S	PHP10 Iron PreSet PLUS Hubs PHP10 iron PreSet PLUS hubs have a fully integrated spindle nut design, an optimized wheel spacer, magnetic fill plug on drive and trailer hubs for inspection of metal particles in lubricant, with a long life oil seal and bearings are pre-adjusted. Use with Front Axle.	0	0
1380280	O	Bendix Air Cam Front Drum Brakes 16.5x7 For use with 16,000 lbs to 23,000 lbs steer axles or front drive axles. Includes automatic slack adjusters & outboard mounted brake drums.	353	10
1380490	O	PACCAR FX Wide Track IPO Standard 71in KPI IPO 69in front axle for improved turning radius.	0	15
1391410	S	Gusseted Cam Brackets, Steer Axle	0	0
1392970	O	Heavy Duty Cam Bushings, Steer Axle	28	0
Rear Axle & Equipment				
1526150	O	Meritor MT40-14X 40,000 lb Interaxle diff lock air rocker occupies space of one gauge. Laser factory axle alignment to improve handling & reduce tire wear. Magnetic rear axle oil drain plug captures & holds any metal fragments in drive axle lube to extend service life. Parking brakes on all drive axles for optimal performance. Cognis EMGARD® FE 75W-90 synthetic axle lube provides over 1% fuel economy improvement. Reduces wear & extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions & withstand the stress from high temperatures, extending component life.	10,368	1,974
1616300	S	PHP10 Iron PreSet PLUS Hubs	0	0
1680450	O	Rear Brake Camshaft Reinforcement Rear brake camshaft reinforcement helps guard against wear and corrosion.	11	9
1680460	O	Heavy Wall, Drive Axle(s)	1,028	88

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Sales Code	Std/Opt	Description	\$ List	Weight
1680490	O	Gusseted Cam Brackets, Drive Axle(s)	30	2
1680500	S	SBM Valve Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0	0
1680950	S	Stability System Not Selected Or Not Available	0	0
1682430	S	Anti-Lock Braking System (ABS) 4S4M ABS-6. Includes air braking system.	0	0
1684200	S	Synthetic Axle Lubricant All Axles Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0	0
1687010	S	Bendix Air Cam Rear Drum Brakes 16.5x7 Bendix Air Cam Rear Drum Brakes to fit all heavy haul, construction, refuse and highway truck and tractor applications. Includes Automatic Slack Adjusters & Outboard Mounted Brake Drums.	0	0
1705290	O	Ratio 5.29 Rear Axle	0	0
1821800	O	Peterbilt Air Trac 40,000 lbs, 52in Axle Spacing Light Weight	3,465	550
1920385	O	Air Springs, Internal Bumpers Air Trac / Air Leaf suspensions	56	0
1922260	O	Dash Mtd Dump Switch with Indicator Light Dash mounted dump switch with indicator light for suspension.	31	2

Engine & Equipment

2074806	O	PACCAR PX-9 350@2000 GOV@2200 1050@1200 Productivity (2024 Emissions)	2,838	0
		N21350 C121 68....Maximum Accelerator Pedal Ve		
		N21370 C128 68....Maximum Cruise Speed (P059)		
		N21460 C132 1400..Max PTO Speed (P046)		
		N21520 C133 5.....Timer Setting (P030)		
		N21610 C188 39....Low Ambient Temperature Thre		
		N21620 C189 60....Intermediate Ambient Tempera		
		N21630 C190 80....High Ambient Temperature Thr		
		N21550 C206 35....Engine Load Threshold (P516)		
		N21340 C209 120...Hard Maximum Speed Limit (P1		
		N21510 C225 YES...Enable Idle Shutdown Park Br		
		N21450 C231 NO....Gear Down Protection (P026)		
		N21570 C233 NO....Idle Shutdown Manual Overrul		
		N21440 C234 YES...Engine Protection Shutdown (

Price Level: January 1, 2024

100% Complete

Date: September 06, 2023

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Sales Code	Std/ Opt	Description	\$ List	Weight
		N21480 C238 NO....Auto Engine Brake in Cruise N21470 C239 NO....Cruise Control Auto Resume (N21430 C333 0.....Reserve Speed Limit Offset (N21410 C334 0.....Maximum Cycle Distance (N202 N21590 C382 YES...Enable Hot Ambient Automatic N21500 C395 0.....Expiration Distance (N209) N21530 C396 YES...Enable Impending Shutdown Wa N21540 C397 60....Timer For Impending Shutdown N21320 C399 120...Standard Maximum Speed Limit N21400 C400 252...Reserve Speed Function Reset N21420 C401 10....Maximum Active Distance (N20 N21330 C402 0.....Expiration Distance (N207)		
2091130	S	VMUX Electronics Architecture	0	0
2091310	O	Engine Idle Shutdown Timer Disabled	0	0
2091315	O	Enable EIST Ambient Temp Override	0	0
2091372		Eff EIST NA Expiration Miles	0	0
2091640		Effective VSL Setting NA	0	0
2092014	O	Typical Operating Speed 65 MPH	0	0
2092033	O	Powertrain Optimized for Balance Best analysis for vehicles where service includes frequent start and stop cycles.	0	0
2140460	S	Remote PTO/Throttle, 12-Pin, 250K BOC/BOS J1939, Remote Control Provision	0	0
2140670	O	EPA Emission Warranty	0	0
2140700	S	EPA Engine Idling Compliance	0	0
2513060	S	PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0	0
2522110	S	PACCAR 12V Starter, N/A PACCAR MX Engines PACCAR 12-volt electrical system. With centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded.	0	0
2538030	S	2 PACCAR Premium 12V Starting Batteries 2000 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.	0	0
2539720	O	Low Voltage Disconnect System	0	0
2621090	S	DM Advantage ON/OFF Fan Clutch Horton DM Advantage Two-Speed Fan Clutch On/Off for heavy-duty, medium-duty and a variety of off-highway equipment.	0	0

Price Level: January 1, 2024

100% Complete

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Deal: 15Yd Dump

Quote Number: QUO-1062529-T7C0D6

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Sales Code	Std/Opt	Description	\$ List	Weight
2723210	S	18.7 CFM Air Compressor N/A X15. Furnished on engine. Teflon lined stainless steel braided compressor discharge line.	0	0
2812210	S	VGT Exhaust Brake (Variable Geometry Turbo). Provides approximately 90-100 HP of retardation and is part of the turbocharger.	0	0
2921110	S	PACCAR Fuel/Water Separator Standard Service PACCAR Fuel/Water separator standard service intervals. High efficiency media protects critical engine components.	0	0
2921210	S	No Fluid Heat Option for Fuel Filter	0	0
2921310	S	No Electric Heat Option for Fuel Filter	0	0
3010400	O	Engine Protection Shutdown w/ Label Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.	6	0
3114270	S	High Efficiency Cooling System Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 367 1325 sq in, 367 HH Fepto 1325 sq in, 365 Fepto 1183 sq in, 365 Full Frame Extension 1000 sq in, 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 389/367 HH 1604 sq in, 365/567 1379 sq in.	0	0
3211140	S	(1) Air Cleaner Engine Mounted	0	0
3367160	O	Exhaust Single RH Side of Cab DPF/SCR RH Under Cab, Single Module	1,035	29
3381770	O	Curved Tip Standpipe(s)	42	1
3387870	O	24" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)	268	0
Transmission & Equipment				
4052920	O	Allison 3000 RDS-P Transmission, Gen 6 Rugged Duty Series	7,667	459
4210080	S	1710 HD Driveline, 1 Midship Bearing	0	0
4252890	O	Allison FuelSense Not Desired Dynamic Shift Sensing	0	0
4252940	O	Allison Neutral At Stop Neutral at Stop features and benefits: Reduces or eliminates the load on the engine when vehicle is stopped, can help lower fuel consumption and CO2 emissions, and is included in FuelSense 2.0 Plus and Max	0	0

Price Level: January 1, 2024

100% Complete

Date: September 06, 2023

Deal: 15Yd Dump

Quote Number: QUO-1062529-T7C0D6

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Sales Code	Std/Opt	Description	\$ List	Weight
		packages only.		
4256640	O	Allison 6-Speed Configuration, Close Ratio Gears 3000 Series Transmissions.	0	0
4256920	O	Dash Mounted Push Button Shifter Available with Allison transmissions	592	3
4257110	O	LH Mounted Trans PTO Provisions	37	0
Air & Trailer Equipment				
4510210	O	Bendix AD-HF EP Air Dryer, Heater Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	251	0
4520420	O	Pull Cords All Air Tanks	5	0
4540420	S	Nylon Chassis Hose	0	0
4543320	S	Steel Painted Air Tanks All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0	0
4611930	O	Body Connections 5' BOC Junction box contains light and power circuits for body connections located 5' from back-of-cab	109	4
4612900	O	AE Connection EOF, 7-Way Socket, Connection EOF Strapped to the rail	508	15
Tires & Wheels				
5032320	O	FF: GY 20ply 315/80R22.5 G289 WHA Diameter = 43.1 inches; SLR = 20.0 inches. Compares to Michelin XZUS 2 and Bridgestone M860 tread.	1,154	74
5104590	O	RR: CN 14ply 11R22.5 HDL2 DL Eco Plus	1,244	144
5190008	O	Code-rear Tire Qty 08	0	0
5210550	O	FF: Accur Stl Armor 29039PK 22.5X9.00 PHP10-5 Hand Holes	310	80
5310600	O	RR: Accur Stl Armor 50291PK 22.5X8.25 Heavy Duty, Two Hand Holes	368	160
5390008	O	Code-rear Rim Qty 08	0	0
Fuel Tanks				

Price Level: January 1, 2024

100% Complete

Date: September 06, 2023

Deal: 15Yd Dump

Quote Number: QUO-1062529-T7C0D6

Printed On: 9/6/2023 12:52:44 PM



Sales Code	Std/Opt	Description	\$ List	Weight
5584130	O	D-Shaped Aluminum 80 Gallon Fuel Tank LH U/C Non-slip step LH under cab	356	5
5602080	O	Location LH U/C 80 Gallon	0	0
5652900	O	DEF Tank Mounted LH Under Cab	46	0
5652990	O	DEF To Fuel Ratio 2:1 Or Greater	0	0
5655019	S	DEF Tank Small, HD 14 Gal 2.1M MD 5.5 Gal	0	0

Battery Box & Bumper

6010780	O	Aluminum Space Saver Battery Box RH BOC Battery access from side	204	-84
6040550	S	Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0	0
6112840	O	Steel Bumper Tapered Chromed Two tow points. ***Warning*** Due to a new legal regulations, all New Medium Duty trucks require headlights to be located in the bumper when the chassis height is GREATER than the following chassis height: Measurement to bottom of frame at front of frame: for the 107 Aero Hood 32.6, for the 109 Aero Hood 31.4, for the 109 Vocational Hood 26.7. Work with applications if your chassis height is unacceptable.	491	115

Cab & Equipment

6510180	S	Peterbilt Aerodynamic 107in BBC SMC Hood With molded charcoal crown and aluminum cab.	0	0
6800180	O	Hood Crown - Bright Finish ipo Molded Gray	89	0
6800340	O	Rubber Fender Lips 4" Extra Wide	221	8
6917320	S	Seats Inc. Driver Seat	0	0
6927320	S	Seats Inc. Passenger Seat	0	0
6930500	O	Drivers Armrest - RH Only	28	2
6930590	O	Passenger Armrest - LH only Required with Evolution LX seats, optional with Evolution ST Seats.	28	2
6931120	O	Seat Belt Color Orange IPO Standard Black	10	0
6939110	S	Toolbox Under Passenger Seat Non-Suspension Seat	0	0
6939400	S	Air Ride Driver	0	0
6939420	O	High Back Driver	40	0

Price Level: January 1, 2024

100% Complete

Date: September 06, 2023

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Printed On: 9/6/2023 12:52:44 PM



Sales Code	Std/ Opt	Description	\$ List	Weight
6939470	S	Vinyl Driver	0	0
6939510	S	Non-Air Ride Passenger	0	0
6939530	S	Mid Back Passenger	0	0
6939570	S	Vinyl Passenger	0	0
7000045	O	High-Visibility Interior Grabhandles, Painted Bright yellow interior grabhandle for vocational vehicles.	57	0
7000065	O	Metal Interior Door Panel Kick Plates	47	2
7001520	S	Adjustable Steering Column - Tilt/Telescope	0	0
7001620	S	Steering Wheel With Peterbilt Logo Steering Wheel with embossed Peterbilt logo over horn button.	0	0
7036130	O	Probilt Interior Grey/Black - Curved Roof	170	0
7110680	O	Exterior Cab Entry Grabhandle Textured; NFPA compliant. Available on Day Cab specifications only.	179	0
7210420	O	Dark Window Tint IPO Standard Tint - Day Cab	22	0
7210540	S	Day Cab Rear Window Day cab rear window flush to back of cab.	0	0
7210550	S	1-Piece Glass Rear Cab Window Fixed	0	0
7230060	S	1-Piece Curved Windshield	0	0
7230360	S	Power Door Locks and Power Window Lifts Standard	0	0
7322010	S	Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0	0
7410040	O	Outside Sunvisor - Stainless Steel Not available with 2.1M high roof sleeper.	866	4
7510070	S	Aero Rear View Mirror Housing, Molded Black	0	0
7514010	O	Peterbilt Aero Rear View Mirror, Motorized Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	336	3
7514050	S	Look Down Mirror Over Passenger Door with Black Housing	0	0
7610040	O	(1) Air Horn Round, 26" Length Roof mounted. Round horn shield.	152	4
7722120	O	ConcertClass, AM/FM, Weatherband, 3.5 Aux	353	11

Price Level: January 1, 2024

100% Complete

Date: September 06, 2023

Deal: 15Yd Dump

Quote Number: QUO-1062529-T7C0D6

Printed On: 9/6/2023 12:52:44 PM



Sales Code	Std/Opt	Description	\$ List	Weight
7725710	O	Standard Speaker Package For Cab (2) Speakers	51	4
7728040	O	Bluetooth Phone and Audio Requires USB Port	44	0
7728050	O	USB Port	38	0
7743030	O	CB Antenna Mounting, Dual LH/RH Mirror	104	2
7748145	O	CB Terminals/Wiring Mounted Under Header With mounting bracket	192	2
7788055	O	SmartLINQ Remote Diagnostics SmartLINQ is Peterbilts proprietary remote diagnostics service which monitors the engine and aftertreatment for diagnostic codes providing real-time code analysis maximizing vehicle uptime and strengthening the fleets partnership with their dealer. SmartLINQ provides fault coverage for over 800 codes, a customizable email notification for 116 codes plus a web portal to manage your entire fleet included at no additional charge. SmartLINQ is compatible with any telematics system and doesnt require a specific fleet management system. For those whose customers utilize PeopleNet, the pre-wire with remote diagnostics will provide a more integrated solution utilizing the existing SmartLINQ modem. For those whose customers utilize other fleet services products, the existing pre-wire option for the other fleet service devices will continue to be available.	0	0
7851480	S	Peterbilt Electric Windshield Wipers With Intermittent Feature.	0	0
7852020	O	Cab Air Suspension	190	15
7852050	O	Auto Reset Circuit Protection Daycab and Sleeper	19	0
7900090	O	Triangle Reflector Kit, Ship Loose Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	33	13
7900320	O	Fire Extinguisher, Mounted Inboard Driver Seat Hazmat approved UL listed/rated ABC	66	9
7901130	O	Backup Alarm (107 DB)	35	3
8011850	O	Transmission Oil Temperature (Main) Located in Digital Cluster Display.	30	0
8021380	S	Air Restriction Indicator Mounted on air cleaner, intake piping, or firewall	0	0
8041200	O	Dual Scale Speedometer MPH Over KPH	0	0
8070860	S	Main Instrumentation Panel Digital Cluster 7" Display includes: Physical (Analog) - Speedometer, Tachometer, Oil Pressure, Coolant Temp and Display Gauges - Fuel	0	0

Price Level: January 1, 2024

100% Complete

Date: September 06, 2023

Deal: 15Yd Dump

Quote Number: QUO-1062529-T7C0D6

Printed On: 9/6/2023 12:52:44 PM



Sales Code	Std/Opt	Description	\$ List	Weight
		Level, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure for air brake trucks.		
8111110	S	Headlights Composite Fender Mounted Integral DRL/Park, Turn, and Side Marker	0	0
8120980	S	(5) Marker Lights, Aero LED Standard Black Housing, Chrome Housing available with Sun Visor	0	0
8134160	S	Self-Canceling Turn Signal	0	0
8134180	O	Daytime Running Lights, Mounted in Bumper Driven by chassis height	194	0
8140080	S	LED Stop/Turn/Tail/Backup Bracket mounted left-hand / right-hand end of frame	0	0
8140850	S	Moveable EOF Crossmember For Mounting Tail Lights Square end of frame with or without end of frame crossmember	0	0
Paint				
8500710	S	Standard Paint Color Selection	-200	0
8530770	S	(1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat N85020 A - L0006EY WHITE N85500 CAB ROOF L0006EY WHITE N85300 FENDER L0006EY WHITE N85200 FRAME L0001EA BLACK N85400 HOOD TOP L0006EY WHITE	0	0
Shipping Destination				
Options Not Subject To Discount				
9400091	S	Peterbilt Class 7 Standard Coverage 1 year/Unlimited Miles/km	0	0
9400094	S	PACCAR PX-9 Standard Coverage 2 yrs/250,000 mi (402,336 km)/6,250 hrs	0	0
9408634	O	SmartLINQ RD - 5YR Sub PACCAR PX Engines	799	0
9408703	O	Base Warr: Emissions 5YR/100K MI-EPA Engine	0	0
9408931	O	PDI At Excellence Peterbilt Location	230	0
Miscellaneous				
9409045	S	Aero Hood (MODEL 548)	0	0
9409093	O	State Registry: Texas	0	0
Promotions				

Price Level: January 1, 2024

100% Complete

Date: September 06, 2023

Deal: 15Yd Dump

Quote Number: QUO-1062529-T7C0D6

Printed On: 9/6/2023 12:52:44 PM



Sales Code	Std/Opt	Description	\$ List	Weight
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Special Requirements

- Special Requirement 1 0098170
- Special Requirement 2
- Special Requirement 3
- Special Requirement 4

Order Comments

Total List Price (W/O Freight & Warranty & Surcharges)	\$164,369	
Marketing and Service Support Fee		\$1,395
Prepaid Freight		\$3,525
Total Surcharge/Options Not Subject To Discount		\$1,029
Total Weight		15,289

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



Shipping Destinations

Intermediate Destination: PDI At Excellence

Final Destinations	Quantity
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TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: November 6, 2023
ITEM: 13
DESCRIPTION: Consider a Resolution authorizing the purchase of a 2023 4x4 Ford F-150 crew cab truck in an amount not to exceed fifty-five thousand nine hundred sixty-one dollars and four cents (\$55,961.04), from Rush Truck Center.

INTRODUCTION

The purpose of this item is to provide the Public Works Department new inspector with a vehicle to perform their job duties.

BACKGROUND

The Water/Sewer Department is requesting council's approval to purchase a new 2023 4x4 Ford F-150 crew cab truck complete with all necessary emergency equipment and departmental graphics. This purchase is for the new inspector position which was approved in the FY24 budget. The quote for the purchase of the 2023 4x4 Ford F-150 crew cab truck, is through Rush Truck Center on the Texas Local Government Purchasing Cooperative Buyboard.

FINANCIAL IMPACT

Approved FY2024 Budget

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Resolution
2. Rush Trucks quote

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2023

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF A 2023 4X4 FORD 150 CREW CAB TRUCK IN A TOTAL PURCHASE AMOUNT NOT TO EXCEED FIFTY FIVE THOUSAND NINE HUNDRED SIXTY ONE DOLLARS AND FOUR CENTS (\$55,961.04) FROM RUSH TRUCK CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in the FY 2024 budget process, the City Council approved the purchase of a new truck for the inspector; and

WHEREAS, pricing for this truck has been obtained from Rush Truck Center through Buy Board in compliance with local and state procurement requirements; and

WHEREAS, the City Council desires to proceed with the purchase of a 2023 4X4 Ford F150 crew cab truck for a total purchase amount not to \$55,961.04 and further to authorize the City Manager execute all documents necessary.

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

Section 1. The City Council hereby authorizes the purchase of a 2023 4X4 Ford F150 crew cab truck for a total purchase amount not to exceed Fifty Five Thousand Nine Hundred Sixty One Dollars and Four Cents (\$55,961.04) in accordance with the quote attached hereto as Exhibit “A”; and, further authorizes the City Manager execute all necessary documents; providing a repealing clause; providing a severability clause; and providing an effective date.

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

PASSED AND ADOPTED by the City Council for the City of Seagoville at a meeting on the 6th day of November, 2023.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

REMIT P.O. TO:munisales@rushenterprises.com

Vendor	RUSH TRUCK CENTER	Date Prepared	9/6/2023
Contact for Vendor:	Mike Foley	Phone	214-215-3536
End User:	City of Seagoville		
End User Contact:	BJ Putman	Phone/Fax	214 329 3381
Product Description:	2023 Ford F-150, crew cab, 4X4		

A: Base Price in Bid/Proposal Number: 601-19		Series: F-150	\$ 18,900.00			
B: Published Options(Ifemize Below)						
	DESCRIPTION	AMOUNT		OPT #	DESCRIPTION	AMOUNT
Ford	W1E crew cab 4X4	\$ 12,995.00				
Ford	Listed Ford Options	\$ 5,630.00				
Ford				RTC-0010	OEM Safety Inspection	\$ 1,236.00
Ford				RTC-1026	Lot Insurance	\$ 1,069.25
Ford				RTC-1027	Floor Plan Interest	\$ 1,425.00
Ford						
Ford						
Subtotal Column 1:		\$ 18,625.00		Subtotal Column 2:		\$ 3,730.25
Published Options added to Base Price(Subtotal of "Col 1" & "Col 2")						\$ 22,355.25

C: Subtotal of A + B		\$ 41,255.25
D: Non Published Options		
52" amber & blue ECCO lightbar	\$ 3,950.00	
front & rear amber & blue strobes		
Subtotal Column 1:	\$ 3,950.00	Subtotal Column 2:

Unpublished Options added to Base price (Subtotal "Col 1 + Col 2")	\$ 3,950.00
--	-------------

E: Contract Price Adjustment (If any, explain here)		
		\$ 10,355.79

Material surcharge increases	Loss of FOMOCO Government Discounts	
F: Total of C + D +/- E		

G: Quantity ordered Units:	
----------------------------	--

H: BUYBOARD Administrative Fee	%	\$ 400.00
--------------------------------	---	-----------

I: Non-Equipment Charges & Credits (I.e.: Ext. Warranty, Trade-In, Delivery, etc.)			

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I)	\$ 55,961.04
---	--------------

Prepared for: Mr. BJ Putman, Mngr., City of Seagoville

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370



Client Proposal

Prepared by:

MIKE FOLEY

Office: 214-215-3536

Email: foleym@rushenterprises.com

Quote ID: 962023-1

Date: 09/06/2023



Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd., Dallas, Texas, 752475816

Office: 214-631-2050

Prepared for: Mr. BJ Putman

Mngr., City of Seagoville

Prepared by: MIKE FOLEY

09/06/2023

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370 | Quote ID: 962023-1

Mr. BJ Putman, Mngr., City of Seagoville

Re: Quote ID 962023-1 09/06/2023

Dear Mr. Putman,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

MIKE FOLEY

Municipal Sales Dir.

214-215-3536

foleym@rushenterprises.com

Prepared for: Mr. BJ Putman

Mngr., City of Seagoville

Prepared by: MIKE FOLEY

09/06/2023



Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370 | Quote ID: 962023-1

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Prepared for: Mr. BJ Putman

Mngr., City of Seagoville

Prepared by: MIKE FOLEY

09/06/2023

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370 | Quote ID: 962023-1

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. BJ Putman

Mngr., City of Seagoville

Prepared by: MIKE FOLEY

09/06/2023

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370 | Quote ID: 962023-1

As Configured Vehicle

Code	Description
Base Vehicle	
W1E	Base Vehicle Price (W1E)
Packages	
101A	Equipment Group 101A Standard <i>Includes:</i> - Transmission: Electronic 10-Speed Automatic Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut. - Tires: 265/70R17 BSW A/T - Wheels: 17" Silver Steel - Radio: AM/FM Stereo w/6 Speakers Includes auxiliary audio input jack. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.
Powertrain	
995	Engine: 5.0L V8 <i>Includes auto start-stop technology and flex-fuel capability.</i> <i>Includes:</i> - GVWR: 7,050 lbs Payload Package
44G	Transmission: Electronic 10-Speed Automatic <i>Includes selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i>
XL3	Electronic Locking w/3.31 Axle Ratio
NNGV6	GVWR: 7,050 lbs Payload Package
Wheels & Tires	
STDTR	Tires: 265/70R17 BSW A/T
64C	Wheels: 17" Silver Steel
Seats & Seat Trim	
A	Vinyl 40/20/40 Front Seat
Other Options	
145WB	145" Wheelbase

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Prepared for: Mr. BJ Putman

Mngr., City of Seagoville

Prepared by: MIKE FOLEY

09/06/2023

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370 | Quote ID: 962023-1

As Configured Vehicle (cont'd)

Code	Description
STDRD	<p>Radio: AM/FM Stereo w/6 Speakers <i>Includes auxiliary audio input jack.</i></p> <p><i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owners manual.</i></p>
53B	<p>Class IV Trailer Hitch Receiver <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i></p>
53A	<p>Trailer Tow Package <i>Towing capability up to TBD lbs. Includes tailgate LED.</i></p> <p><i>Includes:</i> - Class IV Trailer Hitch Receiver <i>Includes towing capability up to TBD lbs. on 3.3L V6 PFDI engine (99B) and 2.7L EcoBoost engine (99P) or up to TBD lbs. on 3.5L EcoBoost engine (998) and 5.0L V8 engine (995), 7/4-pin connector, class IV trailer hitch receiver, smart trailer tow connector (Includes BLIS w/trailer tow coverage where BLIS is available).</i> - Integrated Trailer Brake Controller</p>
413	<p>Skid Plates <i>Includes fuel tank, transfer case and front differential.</i></p>
18B	<p>Black Platform Running Boards</p>
67T	<p>Integrated Trailer Brake Controller</p>
PAINT	<p>Monotone Paint Application</p>
153	<p>Front License Plate Bracket <i>Standard in states requiring 2 license plates, optional to all others.</i></p>
96W	<p>Tough Bed Spray-In Bedliner Ford accessory.</p>

Fleet Options

85H	<p>Back-Up Alarm System Requires valid FIN code.</p>
942	<p>Daytime Running Lamps Requires valid FIN code. <i>Non-controllable.</i></p>

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Prepared for: Mr. BJ Putman

Mngr., City of Seagoville

Prepared by: MIKE FOLEY

09/06/2023

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2023 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1E)

Price Level: 370 | Quote ID: 962023-1

As Configured Vehicle (cont'd)

Code	Description
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>
Emissions	
425	50 State Emissions
Exterior Color	
YZ_01	Oxford White
Interior Color	
AS_02	Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat
Upfit Options	
35454552	Ecco blue and amber lightbar with controls with corner strobes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: November 6, 2023

ITEM: 14

DESCRIPTION: Discuss and consider a Resolution approving a work order for professional development plan review services on a defined scope of services basis with Garver, LLC; in an amount not to exceed forty-five thousand dollars and zero cents (\$45,000.00).

INTRODUCTION

Staff is seeking approval for a work order to include development plan review services with Garver, LLC..

BACKGROUND

The attached professional services agreement in the amount of \$45,000.00 consists of development plan review services related to on-going development projects. Garver will perform the following tasks during review:

- Complete review of all proposed improvements, including, but not limited to:
 - Grading – Compatibility with previously established and natural drainage patterns.
 - Drainage – Drainage area maps and associated drainage calculations
 - Erosion Control – Placement and utilizations of BMP's.
 - Paving – Street sections, horizontal and vertical control, conformance to Chapter 23(subdivision code)
 - Water and wastewater design
 - Storm sewer design
 - Compatibility with City of Seagoville standard details and design criteria.
 - Plats – ensure adequacy, size, and location of necessary easements.
 - Provide value engineering, if requested.
- Maintain status reports of each plan review and provide upon request by the Owner. These reports will detail the status of each plan review and open work order.
- Provide correspondence to the "Development Engineer" if requested by the Owner.
- Attend meetings with the City, Developer, and "Development Engineer" at the Owner's request.
- Submit review comments (via email or hard copy) and "red-lined" plans to the Owner, as well as meet with the City and "Development Engineer" to discuss the review comments, if requested.
 - Reviews, and subsequent meetings will continue until all comments have been addressed by the "Development Engineer".



FINANCIAL IMPACT

The amount for the proposed professional services agreement is in the amount of \$45,000.00.

RECOMMENDATION

Staff recommends approval of the proposed agreement.

ATTACHMENTS

1. Resolution
2. Work Order #10

THE CITY OF SEGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGOVILLE, TEXAS, APPROVING WORK ORDER NO. 10, ISSUED UNDER THE MASTER AGREEMENT FOR PROFESSIONAL SERVICES EXECUTED ON MARCH 24, 2021 BETWEEN THE CITY AND GARVER, LLC, FOR PROVISION OF ON-CALL DEVELOPMENT PLAN REVIEW SERVICES, PROJECT NO. 2302282, FOR COMPENSATION IN A TOTAL AMOUNT NOT TO EXCEED \$45,000.00; AUTHORIZING THE CITY MANAGER TO SIGN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas previously, on March 24, 2021, approved a Master Agreement for Professional Services with Garver, LLC under which Garver, LLC would provide professional engineering services on a work order/as needed basis; and

WHEREAS, the City Council now desires to enter into a work order number 10 under the Master Agreement, under which Garver, LLC would provide on-call development plan review services, Project No. 2302282, for total compensation not to exceed \$45,000.00; and,

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the proposed Work Order No. 10 agreement with Garver, LLC. for these services 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 SEGOVILLE, TEXAS:

SECTION 1. Work Order No. 10 with Garver, LLC., for provision of on-call development plan review services, , Project No. 230, in accordance with the terms and conditions set forth in Exhibit "A", attached hereto and incorporated herein by this reference, for total compensation not to exceed \$45,000.00 is approved, and the City Manager is authorized to execute the Work Order No. 10 in substantially the form of that attached hereto as Exhibit "A" and any other related, necessary documents on behalf of the City.

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

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

SECTION 4. This resolution shall take effect immediately from and after its passage in

accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 6th day of November 2023.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

4890-8293-8252, v. 1

EXHIBIT A
[Work Order No. 10 with Garver, LLC]



WORK ORDER NO. 10
City of Seagoville
Development Plan Review Services
Project No. 2302282

This WORK ORDER (“Work Order”) is made by and between the **City of Seagoville** (hereinafter referred to as “**Owner**”) and **Garver, LLC**, (hereinafter referred to as “**Garver**”) in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on March 24, 2021 (the “Agreement”).

Under this Work Order, the Owner intends to make the following improvements for **On-Call Engineering Services**:

The Owner intends to utilize GARVER on an on-call, hourly basis for the review of proposed development projects by others.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

Each request for engineering plan review assistance from the Owner will be confirmed by GARVER in a brief message to the Owner sent via email. The email message will contain a description of services, a maximum fee, and a schedule. An email response from the Owner approving the description of services, maximum fee, and schedule will services as the written Notice to Proceed. GARVER will not proceed with the review until so authorized.

SECTION 1 - SCOPE OF SERVICES

Task 1.0 Development Plan Review

On an on-call, hourly basis, GARVER will provide development plan review services related to on-going development projects by others, on behalf of the Owner. The work will consist of confirming consistency between the proposed improvements and the Owner’s design criteria, as well as provide input regarding engineering design as it pertains to the Owner’s long-term needs and goals. GARVER will utilize the Owner’s current checklist, “Street and Alley Paving, Water and Sanitary Sewer Mains, and Storm Sewer Facilities (2011)” and “Water Mains, Sanitary Sewer Mains, Street Paving and Storm Sewer Lines (Updated 2015)” design manuals, as well as design criteria implemented by the state (TCEQ) while performing these reviews.

GARVER will perform the following tasks during these reviews:

1. Complete review of all proposed improvements, including, but not limited to:
 - a. Grading – Compatibility with previously established and natural drainage patterns.
 - b. Drainage – Drainage area maps and associated drainage calculations
 - c. Erosion Control – Placement and utilizations of BMP’s.
 - d. Paving – Street sections, horizontal and vertical control, conformance to Chapter 23 (subdivision code)
 - i. Does NOT include reviews of joint spacing or joint design
 - e. Water and wastewater design
 - i. Embedment details, materials/fittings/valves/relevant appurtenances, TCEQ requirements for flow rates and pipe sizes
 - f. Storm sewer design



- g. Compatibility with City of Seagoville standard details and design criteria.
 - h. Plats – ensure adequacy, size, and location of necessary easements.
 - i. Provide value engineering, if requested.
2. Maintain status reports of each plan review and provide upon request by the Owner. These reports will detail the status of each plan review and open work order.
 3. Provide correspondence to the “Development Engineer” if requested by the Owner.
 4. Attend meetings with the Owner, Developer, and “Development Engineer” at the Owner’s request.
 5. Submit review comments (via email or hard copy) and “red-lined” plans to the Owner, as well as meet with the Owner and “Development Engineer” to discuss the review comments, if requested.
 - a. Reviews, and subsequent meetings (if requested by the Owner), will continue until all comments have been addressed by the “Development Engineer”.
 - b. The Owner will furnish all necessary record drawings, studies, reports, etc. needed by GARVER to perform these reviews.

SECTION 2 – PAYMENT

For the work described under SECTION 1 – SCOPE OF SERVICES, the Owner will pay GARVER on an hourly rate basis. The Owner will pay GARVER, for time spent on the project, at the hourly rate of each of Garver’s personnel shown in Appendix A (may include contract staff classified at GARVER’s discretion) during the performance of these services plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this agreement is not to exceed **\$45,000**. GARVER will identify on each invoice which construction drawings have been reviewed for the submitted charges.

The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the anticipated fee amounts and fee types per review for this Work Order.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Engineering review of projects > 50 AC	\$8,500	HOURLY
Engineering review of projects between 25 AC and 50 AC	\$7,000	HOURLY
Engineering review of projects between 10 AC and 25 AC	\$6,000	HOURLY
Engineering review of projects between 5 AC and 10 AC	\$5,000	HOURLY
Engineering review of projects < 5 AC	\$4,000	HOURLY
Specialty reviews relating to, but separate of, proposed developments (i.e. drainage studies, downstream assessments, etc.)	TBD*	HOURLY

*Fees for all specialty reviews will be determined through a level of effort assessment by GARVER and approved by the Owner, via written communication, prior to performing the related reviews.



The Owner will pay Garver for Service rendered at the rates shown in Appendix A for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Work Order is not to exceed **\$45,000.00**. The rates shown in Appendix A will be increased annually with the first increase effective on or about July 1, 2024. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Additional Services (Extra Work). For work not described or included in Section 1 – Scope of Services but requested by the Owner in writing, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix A for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix A will be increased annually with the first increase effective on or about July 1, 2024.

SECTION 3 – SCHEDULE

Typical review schedule will be adhered as follows, unless otherwise agreed upon with the Notice to Proceed:

1. Submittal retrieval and fee estimate will be completed within 3 working days of notice from the Owner. The fee estimate will be relayed to the Owner via email coordination. The Owner will confirm agreement of the proposed fee estimate via email, which will service as the written Notice to Proceed. GARVER will not begin engineering review until this authorization has been received.
2. The first engineering review will be completed within ten (10) working days after the receipt of written Notice to Proceed (as described above). Fifteen (15) working days may be needed if the project is greater than 25 acres. "Red-lined" plans will be provided to the Owner, either electronically or hard copied.
3. Follow up reviews (2nd, 3rd, etc.) will be completed within five (5) working days of receipt of the revised engineering plans. Ten (10) days may be needed if the project is greater than 25 acres or if substantial changes have occurred since previous review. "Red-lined" plans will be provided to the Owner, either electronically or hard copied.
4. Special, or more intense, reviews may require additional time to complete. The Owner will be notified immediately if additional time is required.



SECTION 4 – APPENDICES

4.1 The following Appendices are attached to and made a part of this Work Order:

4.1.1 Appendix A – Fee Spreadsheet / Unit Rates

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The effective date of this Work Order shall be the last date written below.

CITY OF SEAGOVILLE

GARVER, LLC

By: _____
Signature

By: Lance Klement
Signature

Name: _____
Printed Name

Name: Lance Klement
Printed Name

Title: _____

Title: North Texas Water Team Leader

Date: _____

Date: 10/26/2023



Appendix A
City of Seagoville
Development Plan Reviews
Garver Hourly Rate Schedule: July 2023 - June 2024

Classification	Rates
Engineers / Architects	
E-1	\$ 130.00
E-2	\$ 149.00
E-3	\$ 197.00
E-4	\$ 221.00
E-5	\$ 247.00
Planners	
P-1	\$ 157.00
P-2	\$ 196.00
P-3	\$ 244.00
P-4	\$ 273.00
Designers	
D-1	\$ 118.00
D-2	\$ 135.00
Technicians	
T-1	\$ 95.00
Environmental Specialists	
ES-1	\$ 104.00
ES-2	\$ 131.00
ES-3	\$ 168.00
ES-4	\$ 198.00
Management / Administration	
AM-1	\$ 75.00
AM-2	\$ 96.00



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: November 6, 2023
ITEM: 15
DESCRIPTION: Consider a Resolution approving Work Order No. 11, under the Master Agreement for Professional Services with Garver LLC, for provision of on-call consultation services related to water and wastewater engineering services, Project No. 21W05076; in an amount not to exceed twenty-five thousand dollars and zero cents (\$25,000.00).

INTRODUCTION

The purpose of this item is to provide the Public Works Department with Professional Engineering Services on a task order basis for on-call consultation services related to water and wastewater engineering services.

BACKGROUND

The City of Seagoville has contracted with Garver, LLC, for an on-call consultation services and various other water and wastewater engineering issues. The services of a full-time engineer are not feasible at this point; however, staff finds it necessary many times throughout the year to consult with various professionals to ensure the best possible service for our community is provided. Approval of this agenda item will ensure that staff will have the ability to consult with extremely competent engineering professionals in water and wastewater services to ensure that we make the best possible decisions for our residents, businesses, and visitors to our community.

FINANCIAL IMPACT

Approved FY2024 Budget for professional services on a task order basis.

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Resolution
2. Agreement for Professional Services on a Work order #11

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ___ - R - 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS FOR ON-CALL CONSULTATION SERVICES RELATED TO WATER AND WASTEWATER ENGINEERING SERVICES AS SET FORTH IN EXHIBIT "A", AND EXHIBIT "A" ATTACHED THERETO, IN AN AMOUNT NOT TO EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Garver, LLC, (“Engineer”) provides professional engineering services to the City of Seagoville (“City”) on an “as needed” or “task order” basis as determined by the City; and

WHEREAS, the City has a need for on-call consultation services relative to water and wastewater engineering services; and

WHEREAS, Engineer has agreed to provide said on-call consultation services on an as needed basis; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to approve the agreement for Professional Engineering Services on a Task Order Basis for on-call consultation services relative to water and wastewater engineering services as set forth in Exhibit "A", and Exhibit "A" attached thereto, in an amount not to exceed Twenty Five Thousand Dollars and no cents (\$25,000), and authorizes the City Manager to execute the same.

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

SECTION 1. The City Council approves the agreement for Professional Engineering Services on a Task Order Basis for on-call consultation services relative to water and wastewater engineering services as set forth in Exhibit "A", and Exhibit "A" attached thereto, in an amount not to exceed Twenty Five Thousand Dollars and no cents (\$25,000), and hereby authorizes the City Manager to execute said Agreement.

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

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

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

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 6^h day of November 6, 2023.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney



WORK ORDER NO. 11
City of Seagoville
Water & Wastewater Consultation Services
Project No. 21W05076

This WORK ORDER (“Work Order”) is made by and between the **City of Seagoville** (hereinafter referred to as “**OWNER**”) and **Garver, LLC**, (hereinafter referred to as “**GARVER**”) in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on March 24, 2021 (the “Agreement”).

Under this Work Order, the OWNER intends to make the following improvements for **On-Call Engineering Services**:

The OWNER intends to utilize GARVER on an on-call, hourly basis for general consultation and evaluation services pertaining to water and wastewater utilities.

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

SECTION 1 - SCOPE OF SERVICES

Task 1.0 General Water/Wastewater Consultation and Evaluation Services

On an on-call, hourly basis, GARVER will provide general consultation and evaluation services pertaining to water and wastewater utilities at the request of the OWNER. The work will primarily consist of requests by the OWNER not identified in the provisions of Work Order #1 and Work Order #2. The definition of these services is left to the discretion of and between GARVER and the OWNER, and will be agreed upon prior to the execution of services.

Once a request by the OWNER is presented to GARVER, GARVER will evaluate whether or not the requested task falls under the category of “General Consultation and Evaluation Services” for water and wastewater utilities. If both GARVER and the OWNER come to an agreement that the requested task does not fall within the scope of services of this work order, GARVER will prepare a separate work order for the requested task.

SECTION 2 – PAYMENT

For the work described under SECTION 1 – SCOPE OF SERVICES, the OWNER will pay GARVER on an hourly rate basis. The OWNER will pay GARVER, for time spent on the project, at the hourly rate of each of Garver’s personnel shown in Appendix A (may include contract staff classified at GARVER’s discretion) during the performance of these services plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to GARVER under this agreement is not to exceed **\$25,000**. GARVER will identify on each invoice which evaluation task, or specialty review, is associated with the submitted charges.

The OWNER represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the anticipated fee amounts and fee types for this Work Order.



WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1.0 – General Water/Wastewater Consultation and Evaluation Services	\$25,000	HOURLY, NOT TO EXCEED

The OWNER will pay Garver for Service rendered at the rates shown in Appendix A for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Work Order is not to exceed **\$25,000.00**. The rates shown in Appendix A will be increased annually with the first increase effective on or about July 1, 2024.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

The OWNER will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the OWNER for the scope of services described in this agreement. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge.

Additional Services (Extra Work). For work not described or included in Section 1 – Scope of Services but requested by the OWNER in writing, the OWNER will pay GARVER, for time spent on the project, at the rates shown in Appendix A for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix A will be increased annually with the first increase effective on or about July 1, 2024.

SECTION 3 – APPENDICES

- 3.1 The following Appendices are attached to and made a part of this Work Order:
3.1.1 Appendix A – Fee Spreadsheet / Unit Rates



This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The effective date of this Work Order shall be the last date written below.

CITY OF SEAGOVILLE

GARVER, LLC

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: Lance Klement
Printed Name

Title: _____

Title: North Texas Water Team Leader

Date: _____

Date: _____



Appendix A
City of Seagoville
Water & Wastewater Consultation Services
Garver Hourly Rate Schedule: July 2023 - June 2024

Classification	Rates
<hr/> Engineers / Architects	
E-1	\$ 130.00
E-2	\$ 149.00
E-3	\$ 197.00
E-4	\$ 221.00
E-5	\$ 247.00
<hr/> Planners	
P-1	\$ 157.00
P-2	\$ 196.00
P-3	\$ 244.00
P-4	\$ 273.00
<hr/> Designers	
D-1	\$ 118.00
D-2	\$ 135.00
<hr/> Technicians	
T-1	\$ 95.00
<hr/> Environmental Specialists	
ES-1	\$ 104.00
ES-2	\$ 131.00
ES-3	\$ 168.00
ES-4	\$ 198.00
<hr/> Management / Administration	
AM-1	\$ 75.00
AM-2	\$ 96.00

Agreement for Professional Services

Water & Wastewater Consultation Services

Garver Project No. 23W05XXX



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: November 6, 2023
ITEM: 16
DESCRIPTION: Consider a Resolution approving an agreement for Professional Engineering Services with Halff Associates Inc. on a task order basis for on-call consultation services related to water and wastewater engineering services, in an amount not to exceed sixty thousand dollars (\$60,000.00).

INTRODUCTION

The purpose of this item is to provide the Public Works Department with Professional Engineering Services on a task order basis for on-call consultation services related to water and wastewater engineering services.

BACKGROUND

The City of Seagoville has contracted with HALFF Associates, Inc., for an on-call consultation services and various other water and wastewater engineering issues. The services of a full-time engineer are not feasible at this point; however, staff finds it necessary many times throughout the year to consult with various professionals to ensure the best possible service for our community is provided. Approval of this agenda item will ensure that staff will have the ability to consult with extremely competent engineering professionals in water and wastewater services to ensure that we make the best possible decisions for our residents, businesses, and visitors to our community.

FINANCIAL IMPACT

Approved FY2024 Budget for professional services on a task order basis.

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Resolution
2. Agreement for Professional Services on a Task Order Basis Authorization #1

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ___ - R - 2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS FOR ON-CALL CONSULTATION SERVICES RELATED TO WATER AND WASTEWATER ENGINEERING SERVICES FOR TOTAL COMPENSATION IN AN AMOUNT NOT TO EXCEED SIXTY THOUSAND DOLLARS (\$60,000); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has a need for on-call consultation services relative to water and wastewater engineering services; and

WHEREAS, Halff Associates, Inc. (“Engineer”) has agreed to provide such on-call consultation services on an as needed basis; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve the agreement for Professional Engineering Services on a Task Order Basis for on-call consultation services relative to water and wastewater engineering services as set forth in Exhibit "A attached hereto, for total compensation not to exceed Sixty Thousand Dollars and no cents (\$60,000), and authorizes the City Manager to execute the same;

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

SECTION 1. The City Council approves the agreement for Professional Engineering Services on a Task Order Basis for on-call consultation services relative to water and wastewater engineering services with Halff Associates, Inc. attached hereto and incorporated herein by this reference as Exhibit "A," for total compensation not to exceed Sixty Thousand Dollars and no cents (\$60,000), and hereby authorizes the City Manager to execute said Agreement in substantially the form of that attached hereto as Exhibit “A” and any related and necessary documents.

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

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

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

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 6^h day of November, 2023.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

EXHIBIT A
[Master Agreement with Half/Task Order Basis]

4883-1152-0908, v. 1

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A
TASK ORDER BASIS**

This Agreement for Professional Engineering Services ("Agreement") is entered into by the City of Seagoville a Home Rule City of the State of Texas ("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 ("Engineer"), relative to Engineer providing professional engineering services to Client. Client and Engineer may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

For the mutual promises and benefits herein described, 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 Client basic engineering services on an "as needed" or "task order" basis as determined by Client which services may include, but will not be limited to, those services normally rendered by an engineer to a similar client. It is anticipated that such services may include, but not be limited to, planning, surveying, project design, project development, and consultation regarding general engineering issues, review of documentation, GIS services, database services, and defined construction phase services to assist Client, as determined by Client. Engineer, upon specific written request by Client, will prepare a detailed fee schedule for Client's review and approval. Should Client request, Engineer may agree to assist Client in developing and preparing a Scope(s) of Services responsive to a particular Task Order. Such Task Orders shall be bound by and interpreted by the terms of this Agreement. Task Orders shall be numbered sequentially. Task Orders will be individual stand-alone proposals and when executed by both Parties shall incorporate the terms of this Agreement such that this Agreement shall be amended. 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 that Engineer shall be paid for any services requested by Client at the hourly rates reflected on Exhibit A, attached hereto, plus reasonable and necessary reimbursable expenses (Direct Costs) incurred by Engineer in the performance of the requested services. Direct costs shall include, but are not limited to, long distance telephone, postage, equipment, expendables, mileage, subcontractors or special consultants, freight, testing fees, copies, and blueprints. See Exhibit B for the current Unit Pricing Schedule for direct costs. Direct Costs shall be billed at 1.1 times actual costs. If additional services, trips, or expenses are requested, Engineer will not provide such additional services until authorized by Client in writing to proceed.

Engineer agrees to submit monthly statements to Client for basic professional engineering services. These statements will be based upon Engineer's actual services performed and reimbursable expenses incurred, if any, and Client shall endeavor to make prompt payments. Each monthly invoice submitted by Engineer to Client shall be reasonably itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. If Client fails to pay Engineer within thirty (30) calendar days of the receipt of Engineer's invoice, Engineer may, after giving ten (10) calendar days' written notice to Client, suspend professional engineering services until payment is received. Client agrees that Engineer shall be entitled to interest on accounts that are greater than forty-five (45) calendar days and such interest shall be reimbursed to Engineer at a rate of one percent (1%) per month. The assessment of interest on accounts receivable shall not preclude Engineer from suspending services as described above.

IV. CLIENT'S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client, when necessitated by a project, (iii) assist Engineer in obtaining access to property necessary for performance of Engineer's work for 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 Client or Client's representatives.

V. TERMINATION OF WORK. Either Client or 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 Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay 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. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy original documents. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

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 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 \$2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing work for Client.

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

XI. CLIENT OBJECTION TO PERSONNEL. If at any time after entering into this Agreement 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 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. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Engineer and

Client and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Engineer and Client and not for the benefit of any other party (no third party beneficiaries).

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 authorized Task Orders 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 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 (2) 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) calendar days following the initial meeting. Subsequent meetings if any may be scheduled upon mutual agreement of the Parties. The Parties agree that these two (2) 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. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF CLIENT'S PROJECT IS OMITTED FROM ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, 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 ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, ENGINEER WILL BE RESPONSIBLE, IF AT ALL, 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 THE CONTRACTOR PROVIDED UNIT PRICING, 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 ENGINEER, ENGINEER WILL NOT BE LIABLE TO 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.

SHOULD THERE BE AN ALLEGATION OF ERROR, NEGLIGENCE, BREACH OR OTHER DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, AND SHOULD SUCH ALLEGATION RELATE TO A CONDITION, COMPONENT, OR ITEM, IN THE SERVICES OR THE PROJECT THAT IS ALLEGED OR OTHERWISE CLAIMED TO BE INACCURATE OR OMITTED FROM ENGINEER'S DRAWINGS, INSTRUMENTS OR OTHER DOCUMENTS PREPARED UNDER THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY ALL PARTIES THAT ENGINEER AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, OR EXPENSES THAT CREATE OR RESULT IN ADDED VALUE, UPGRADE, BETTERMENT OR ENHANCEMENT OF THE PROJECT AS SUCH RELATE TO THE INACCURATE OR OMITTED CONDITION, COMPONENT, OR ITEM AS ORIGINALLY DESIGNED.

XIX. AGREED REMEDIES

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

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

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO 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) THREE (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.

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

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

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
Tim Lackey
Printed Name
Vice President
Title
10/5/2023
Date

By: _____
Signature

Printed Name

Title

Date

ATTACHMENT A
City of Seagoville, Texas
Task Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

Task Order Authorization No. 1
General Engineering Consultation
October 5, 2023

The City of Seagoville has requested Halff's assistance on needs that may arise throughout the course of the year regarding engineering matters, or other services that Halff can provide. Halff Associates will provide on-call consultation services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Task Order Basis (Agreement)**, dated _____, between Halff Associates and the City of Seagoville.

Scope of Work:	Provide general engineering consultation to Seagoville in FY 2024 at City's request. The period covers October 1, 2023, to September 30, 2024.
Items Furnished by Seagoville:	As Requested
Schedule:	As Needed
Fees:	This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows: Task Order #1 Total: \$ 60,000

Submitted:
HALFF ASSOCIATES, INC.

Approved:
CITY OF SEAGOVILLE, TEXAS

By: 
 Signature

By: _____
 Signature

Tim Lackey, PE
 Printed Name

Patrick Stallings
 Printed Name

Vice President
 Title

City Manager
 Title

October 5, 2023
 Date

 Date

EXHIBIT A

Labor Rate Schedule

Labor Category	Level	Billing Rate
Architect	I	107.00
	II	128.00
	III	191.00
	IV	224.00
	V	350.00
Engineer	I	130.00
	II	166.00
	III	216.00
	IV	350.00
	V	350.00
Scientist	I	102.00
	II	143.00
	III	193.00
	IV	246.00
	V	350.00
Landscape/ Planner	I	100.00
	II	121.00
	III	173.00
	IV	233.00
	V	350.00
Surveyor	I	109.00
	II	133.00
	III	156.00
	IV	200.00
	V	345.00
Field Tech	I	78.00
	II	101.00
	III	127.00
	IV	158.00
	V	219.00
Office Tech	I	78.00
	II	101.00
	III	130.00
	IV	163.00
	V	276.00
Administrative	I	76.00
	II	102.00
	III	162.00
	IV	173.00
	V	350.00
Specialist	I	109.00
	II	148.00
	III	200.00
	IV	249.00
	V	350.00
Intern		116.00

EXHIBIT B

Unit Rate Schedule

Unit Number	Unit Name	Billing Rate	
		TX	Unit
ES11-I	UAS LIDAR	2,200.00	<i>per day</i>
ES20-I	MX9 Mobile LIDAR	3,000.00	<i>per day</i>
ES21-I	MX7 Mobile LIDAR	1,500.00	<i>per day</i>
LS01-1	1-Man Survey Crew	125.00	<i>per hour</i>
LS01-2	2-Man Survey Crew	190.00	<i>per hour</i>
LS01-3	3-Man Survey Crew	245.00	<i>per hour</i>
LS05-1	1-Man Terrestrial HDS Crew	245.00	<i>per hour</i>
LS05-2	2-Man Terrestrial HDS Crew	325.00	<i>per hour</i>
LS10-1	FAA 107 UAS Pilot	250.00	<i>per hour</i>
LU01-1	Designating (QL-B) (1-Man)	110.00	<i>per hour</i>
LU01-2	Designating (QL-B) (2-Man)	220.00	<i>per hour</i>
LU02-1	Potholing (QL-A) (1-Man)	165.00	<i>per hour</i>
LU02-2	Potholing (QL-A) (2-Man)	330.00	<i>per hour</i>
LU03-2	Spar Designating (QL-B) (2-Man)	285.00	<i>per hour</i>
XA01	Basemap Services	175.00	<i>each</i>
XA03	Solv 3D	700.00	<i>each</i>

Mileage will be billed at the current IRS Rate.



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: November 6, 2023
ITEM: 17
DESCRIPTION: Consider a Resolution approving an agreement for Professional Services with Halff Associates Inc. on a task order basis for assistance with the storm water management plan, in an amount to exceed sixty-six thousand dollars (\$66,000.00).

INTRODUCTION

The purpose of this item is to provide the Public Works Department with assistance with the storm water management plan.

BACKGROUND

The City of Seagoville has contracted with HALFF Associates, Inc., for its Storm Water Maintenance Plan and various other water and wastewater engineering issues. The services of a full-time engineer are not feasible at this point; however, staff finds it necessary many times throughout the year to consult with various professionals to ensure the best possible service for our community is provided. Approval of this Agenda Item, will ensure that staff will have the ability to consult with extremely competent engineering professionals in Storm water to ensure that we make the best possible decisions for our residents, businesses, and visitors to our community.

FINANCIAL IMPACT

Approved FY2023 Budget \$66,000.00 for Storm Water Management.

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Resolution
2. Agreement for Professional Services on a Task Order Basis for Assistance with the City's Storm Water Management Plan

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ___ - R - 2023

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS WITH HALFF ASSOCIATES, INC. FOR ASSISTANCE WITH THE CITY'S STORM WATER MANAGEMENT PLAN IN AN AMOUNT NOT TO EXCEED SIXTY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$66,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City is in need of assistance with various aspects of its Storm Water Management Plan; and

WHEREAS, Halff Associates, Inc. ("Engineer") has agreed to provide such engineering services on a task order basis; and

WHEREAS, the City Council for the City of Seagoville, Texas finds it to be in the best interest of the City of Seagoville to approve the Agreement for Professional Services on a Task Order Basis with Halff Associates, Inc for engineering services on a task order basis regarding RY 2023-2024 Seagoville SWMP Implementation Assistance for total compensation not to exceed \$66,000.00;

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

Section 1. The City Council hereby approves the Agreement for Professional Engineering Services on a Task Order Basis with Halff Associates, Inc. for assistance with the City's Storm Water Management Plan, attached hereto and incorporated herein as Exhibit "A", for total compensation in an amount not to exceed \$66,000.00; and hereby authorizes the City Manager to execute said Agreement in substantially the form attached hereto as Exhibit "A" along with all related and necessary documents. .

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

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

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

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 6th day of November, 2023.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
4883-6532-6220, v. 1

EXHIBIT A
[Master Agreement – Half/Task Order Basis SWMP]

4883-6532-6220, v. 1

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A
TASK ORDER BASIS**

This Agreement for Professional Engineering Services ("Agreement") is entered into by the **City of Seagoville a Home Rule City** of the State of Texas ("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 ("Engineer"), relative to Engineer providing professional engineering services to Client. Client and Engineer may be collectively referred to as the "Parties" or individually as a "Party".

WITNESSETH:

For the mutual promises and benefits herein described, 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 Client basic engineering services on an "as needed" or "task order" basis as determined by Client which services may include, but will not be limited to, those services normally rendered by an engineer to a similar client. It is anticipated that such services may include, but not be limited to, planning, surveying, project design, project development, and consultation regarding general engineering issues, review of documentation, GIS services, database services, and defined construction phase services to assist Client, as determined by Client. Engineer, upon specific written request by Client, will prepare a detailed fee schedule for Client's review and approval. Should Client request, Engineer may agree to assist Client in developing and preparing a Scope(s) of Services responsive to a particular Task Order. Such Task Orders shall be bound by and interpreted by the terms of this Agreement. Task Orders shall be numbered sequentially. Task Orders will be individual stand-alone proposals and when executed by both Parties shall incorporate the terms of this Agreement such that this Agreement shall be amended. 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 that Engineer shall be paid for any services requested by Client at the hourly rates reflected on **Exhibit A**, attached hereto, plus reasonable and necessary reimbursable expenses (Direct Costs) incurred by Engineer in the performance of the requested services. Direct costs shall include, but are not limited to, long distance telephone, postage, equipment, expendables, mileage, subcontractors or special consultants, freight, testing fees, copies, and blueprints. See **Exhibit B** for the current Unit Pricing Schedule for direct costs. Direct Costs shall be billed at 1.1 times actual costs. If additional services, trips, or expenses are requested, Engineer will not provide such additional services until authorized by Client in writing to proceed.

Engineer agrees to submit monthly statements to Client for basic professional engineering services. These statements will be based upon Engineer's actual services performed and reimbursable expenses incurred, if any, and Client shall endeavor to make prompt payments. Each monthly invoice submitted by Engineer to Client shall be reasonably itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. If Client fails to pay Engineer within thirty (30) calendar days of the receipt of Engineer's invoice, Engineer may, after giving ten (10) calendar days' written notice to Client, suspend professional engineering services until payment is received. Client agrees that Engineer shall be entitled to interest on accounts that are greater than forty-five (45) calendar days and such interest shall be reimbursed to Engineer at a rate of one percent (1%) per month. The assessment of interest on accounts receivable shall not preclude Engineer from suspending services as described above.

IV. CLIENT'S OBLIGATIONS. Client agrees that it will (i) designate a specific person to act as Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to Client, when necessitated by a project, (iii) assist Engineer in obtaining access to property necessary for performance of Engineer's work for 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 Client or Client's representatives.

V. TERMINATION OF WORK. Either Client or 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 Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay 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. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Engineer, and Engineer makes no warranties, either express or implied, of merchantability or fitness for any particular purpose. In no event shall Engineer be liable for any damages, including but not limited to indirect or consequential damages, as a result of Client's unauthorized use or reuse of the electronic files. Client is aware that differences may exist between the electronic files delivered and the printed hard-copy original documents. In the event of a conflict between the signed original documents prepared by Engineer and any electronic or other files or data provided, it is understood and agreed that the original signed or sealed hard-copy documents shall govern.

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 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 \$2,000,000 per claim and in the aggregate. Engineer shall submit to Client a certificate of insurance prior to commencing work for Client.

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

XI. CLIENT OBJECTION TO PERSONNEL. If at any time after entering into this Agreement 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 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. This Agreement is binding on the heirs, successors, and assigns of the Parties hereto. Neither this Agreement, nor any claims, rights, obligations, suits, or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other Party. Further, nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Engineer and

Client and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Engineer and Client and not for the benefit of any other party (no third party beneficiaries).

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 authorized Task Orders 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 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 (2) 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) calendar days following the initial meeting. Subsequent meetings if any may be scheduled upon mutual agreement of the Parties. The Parties agree that these two (2) 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. PROJECT ENHANCEMENT/BETTERMENT. IF A COMPONENT OF CLIENT'S PROJECT IS OMITTED FROM ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF ENGINEER, ENGINEER WILL NOT BE LIABLE TO CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, 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 ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, ENGINEER WILL BE RESPONSIBLE, IF AT ALL, 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 THE CONTRACTOR PROVIDED UNIT PRICING, 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 ENGINEER, ENGINEER WILL NOT BE LIABLE TO 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.

SHOULD THERE BE AN ALLEGATION OF ERROR, NEGLIGENCE, BREACH OR OTHER DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, AND SHOULD SUCH ALLEGATION RELATE TO A CONDITION, COMPONENT, OR ITEM, IN THE SERVICES OR THE PROJECT THAT IS ALLEGED OR OTHERWISE CLAIMED TO BE INACCURATE OR OMITTED FROM ENGINEER'S DRAWINGS, INSTRUMENTS OR OTHER DOCUMENTS PREPARED UNDER THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED BY ALL PARTIES THAT ENGINEER AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL EXCLUDE ANY AND ALL DAMAGES, COSTS, OR EXPENSES THAT CREATE OR RESULT IN ADDED VALUE, UPGRADE, BETTERMENT OR ENHANCEMENT OF THE PROJECT AS SUCH RELATE TO THE INACCURATE OR OMITTED CONDITION, COMPONENT, OR ITEM AS ORIGINALLY DESIGNED.

XIX. AGREED REMEDIES

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

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

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO 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) THREE (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.

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

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

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
Timothy E Lackey
Printed Name
Vice President
Title
10/5/2023
Date

By: _____
Signature

Printed Name

Title

Date

ATTACHMENT A
City of Seagoville, Texas
Task Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.
Task Order Authorization No. 1
FY 2023-2024 Seagoville SWMP Implementation Assistance
October 3, 2023

The City of Seagoville has requested that Halff assist the City with implementation of its Storm Water Management Plan (SWMP) to meet the requirements of the small Municipal Separate Storm Sewer System (MS4) permit. Halff Associates will perform the following proposed services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Task Order Basis (Agreement)**, dated _____, between Halff Associates and the City of Seagoville.

<p>Scope of Work:</p>	<p><u>Provide general engineering consultation to the City of Seagoville in FY 2023-2024 at the City's request for Stormwater Permit, MS4 compliance, and other Stormwater related matters.</u></p> <p><u>Typical Efforts may include:</u></p> <ol style="list-style-type: none"> 1. Council Presentation - Provide an update of Seagoville's stormwater management plan to City Council. 2. Staff Meetings – Lead meetings with City staff to review SWMP implementation requirements and schedule, BMP goals, responsibilities, and progress. Review and provide feedback for activities in progress. 3. Provide ongoing support and guidance throughout the year outside of regularly scheduled meetings. 4. Assist in development of public education and outreach materials. 5. MS4 Map Updates <ul style="list-style-type: none"> - Compile relevant storm pipe system data from existing records. - Update MS4 Map in GIS and provide hard copy maps. 6. MCM 2, Illicit Discharge Detection <ul style="list-style-type: none"> - Provide assistance in dry-weather screening (BMP 2.7) 7. Prepare Annual Report. This report will document stormwater management activities conducted during the permit term
<p>Deliverables:</p>	<p><u>Typical Deliverables may include:</u></p> <ol style="list-style-type: none"> 1. Updated MS4 Map

ATTACHMENT A
City of Seagoville, Texas
Task Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

	<ul style="list-style-type: none"> 2. Illicit Discharge Detection Documents 3. Annual Report
Items Furnished by City:	<u>Typical Items may include:</u> <ul style="list-style-type: none"> 1. Records, logs, documentation of stormwater activities performed.
Schedule:	As Needed
Fees:	<p>This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows:</p> <p>Work Order #1 Total: \$ 66,000.00</p>

Submitted:
HALFF ASSOCIATES, INC.

Approved:
CITY OF SEAGOVILLE, TEXAS

By: 
 Signature

By: _____
 Signature

Timothy E Lackey, PE
 Printed Name

Patrick Stallings
 Printed Name

Vice President
 Title

City Manager
 Title

October 3, 2023
 Date

 Date

EXHIBIT A

Labor Rate Schedule

Labor Category	Level	Billing Rate
Architect	I	107.00
	II	128.00
	III	191.00
	IV	224.00
	V	350.00
Engineer	I	130.00
	II	166.00
	III	216.00
	IV	350.00
	V	350.00
Scientist	I	102.00
	II	143.00
	III	193.00
	IV	246.00
	V	350.00
Landscape/ Planner	I	100.00
	II	121.00
	III	173.00
	IV	233.00
	V	350.00
Surveyor	I	109.00
	II	133.00
	III	156.00
	IV	200.00
	V	345.00
Field Tech	I	78.00
	II	101.00
	III	127.00
	IV	158.00
	V	219.00
Office Tech	I	78.00
	II	101.00
	III	130.00
	IV	163.00
	V	276.00
Administrative	I	76.00
	II	102.00
	III	162.00
	IV	173.00
	V	350.00
Specialist	I	109.00
	II	148.00
	III	200.00
	IV	249.00
	V	350.00
Intern		116.00

EXHIBIT B

Unit Rate Schedule

Unit Number	Unit Name	Billing Rate	
		TX	Unit
ES11-I	UAS LIDAR	2,200.00	<i>per day</i>
ES20-I	MX9 Mobile LIDAR	3,000.00	<i>per day</i>
ES21-I	MX7 Mobile LIDAR	1,500.00	<i>per day</i>
LS01-1	1-Man Survey Crew	125.00	<i>per hour</i>
LS01-2	2-Man Survey Crew	190.00	<i>per hour</i>
LS01-3	3-Man Survey Crew	245.00	<i>per hour</i>
LS05-1	1-Man Terrestrial HDS Crew	245.00	<i>per hour</i>
LS05-2	2-Man Terrestrial HDS Crew	325.00	<i>per hour</i>
LS10-1	FAA 107 UAS Pilot	250.00	<i>per hour</i>
LU01-1	Designating (QL-B) (1-Man)	110.00	<i>per hour</i>
LU01-2	Designating (QL-B) (2-Man)	220.00	<i>per hour</i>
LU02-1	Potholing (QL-A) (1-Man)	165.00	<i>per hour</i>
LU02-2	Potholing (QL-A) (2-Man)	330.00	<i>per hour</i>
LU03-2	Spar Designating (QL-B) (2-Man)	285.00	<i>per hour</i>
XA01	Basemap Services	175.00	<i>each</i>
XA03	Solv 3D	700.00	<i>each</i>

Mileage will be billed at the current IRS Rate.



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: November 6, 2023
ITEM: 18
DESCRIPTION: Consider approving a Resolution approving and ratifying the emergency replacement of the guardrail on Water Street; and authorizing the City Manager to make payment to Fireman Excavating Inc. in an amount not to exceed thirty-five thousand dollars (\$35,000.00).

INTRODUCTION

The purpose of this item is to authorize the City Manager to make payment to Fireman Excavating, INC., for the emergency replacement of the guardrail on Water Street.

BACKGROUND

In the late summer of 2021 staff received a call about a partially collapsed street in the 400 block of Water Street, creating the necessity for emergency repairs to be performed immediately. Staff contacted Fireman Excavating, INC., to perform the emergency replacement of the guardrail. Fireman Excavating, INC., has submitted their invoice for the work performed in the amount \$35,000.00. This will authorize the City Manager to make payment to Fireman Excavating, INC., in an amount not to exceed \$35,000.00.

FINANCIAL IMPACT

Funding for this contract in the amount of \$35,000.00 will be made from the storm water fund.

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Resolution
2. Fireman Excavating, INC. invoice

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO. _-R-2023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS RATIFYING EMERGENCY REPLACEMENT OF A GUARDRAIL ON WATER STREET; AND AUTHORIZING THE CITY MANAGER TO MAKE PAYMENT TO FIREMAN EXCAVATING, INC. IN AN AMOUNT NOT TO EXCEED THIRTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$35,000.00); AND EXECUTE ANY AND ALL DOCUMENTS NECESSARY ; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the storm drain and street located in the 400 block of Water Street Drive partially collapsed, creating the necessity for emergency repairs to be performed immediately; and

WHEREAS, staff contacted Fireman Excavating, INC. to perform the emergency replacement of the guardrail; and

WHEREAS, Fireman Excavating, INC. has submitted their invoice for the work performed in the amount of thirty five thousand dollars and zero cents (\$35,000.00); and

WHEREAS, the City Council hereby approves the expenditures and authorizes the City Manager to make payment to Fireman Excavating, INC. in an amount not to exceed \$35,000.00, for the emergency replacement of the guardrail.

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

SECTION 1. The City of Seagoville does hereby approve the expenditures and authorizes the City Manager to make payment to Fireman Excavating, INC. in an amount not to exceed \$35,000.00, for the emergency replacement of the guardrail.

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 6th day of November, 2023.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

Fireman Excavating, Inc.

P.O. Box 275

Seagoville, Texas 75159

Phone/Fax 972-287-7918

INVOICE

Customer: City of Seagoville, Texas

Job Site: Water Street, Seagoville, Texas

Date: October 4, 2023

Description	
Installation of Guardrail on Water Street	\$35,000.00

All materials provided by Fireman Excavating

Mike Toland
Fireman Excavating
972-989-3089



TO: Mayor and City Council
FROM: Pat Stallings, City Manager
DATE: November 6, 2023
ITEM: 19
DESCRIPTION: Consider a Resolution approving and ratifying the Seagoville Economic Development Corporation approval of the one-year extension of the Professional Services Agreement with The Retail Coach, LLC, in an amount not to exceed \$17,000.00.

INTRODUCTION

This agenda item is to approve action taken by the SEDC to extend the Professional Services Agreement with The Retail Coach, LLC, for a period of one year to provide services to assist in retail recruitment and development strategy.

BACKGROUND

The SEDC has previously utilized and desires to continue utilizing the services of The Retail Coach, LLC, as an independent contract and not as an employee, to provide services to assist the SEDC in retail recruitment and development strategy. The Retail Coach, LLC, desires to render professional services for an additional one (1) year for SEDC on the terms and conditions set forth in the Professional Services Agreement. The SEDC approved the extension at its regular meeting on October 26, 2023.

FINANCIAL IMPACT

\$17,000.00

RECOMMENDATION

SEDC recommends approval.

ATTACHMENTS

1. Resolution approving SEDC action for The Retail Coach, LLC Extension
2. Invoice from The Retail Coach extension

**CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO. ___-R-2023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AND RATIFYING THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION APPROVAL OF THE ONE YEAR EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT WITH RETAIL COACH, LLC, ATTACHED HERETO AS EXHIBIT “A”, AT A PRICE NOT TO EXCEED \$17,000.00; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (“SEDC”) has previously utilized and desires to continue utilizing the services of The Retail Coach, LLC (hereinafter, the “Professional”) as an independent contractor, and not as an employee, to provide services to assist SEDC in Retail Recruitment and Development Strategy; and

WHEREAS, the Professional desires to render professional services on an annual basis for SEDC as set forth in the invoice (hereinafter, “Agreement”), which is attached hereto and incorporated herein as Attachment “A”; and

WHEREAS, the SEDC approved entering into a one (1) year extension of the of the Professional Services Agreement with the Professional, as set forth in the attached Exhibit “A” for compensation in the amount of \$17,000.00; and

WHEREAS, the City Council has determined that approving and ratifying the action of the SEDC with regard to entering into a one (1) year extension of the Agreement will promote economic development and is in the best interest of the City and should be approved;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION:

SECTION 1. The City Council hereby approves and ratifies the action of the SEDC to extend the Professional Services Agreement between SEDC and The Retail Coach, LLC, for assistance in retail recruitment and development strategy for a period of one (1) year in an amount not to exceed seventeen thousand dollars (\$17,000.00), as set forth in Exhibit “A”, which is attached hereto and incorporated herein.

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

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

SECTION 4. This resolution shall take effect immediately from and after its passage.

DULY PASSED by the City Council of the City of Seagoville on the 6th day of November, 2023.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney

Exhibit “A”

ONGOING SUPPORT

Seagoville Economic Development Corporation Annual Contract Extension

Because we believe retail recruitment is an ongoing process, and not an event, we offer the ability to extend a standard project agreement for additional years. Your agreement can be extended at any time to ensure you have the tools and resources you need to successfully recruit retailers.

Annual Contract Extension - 10/21/23 Start Date \$17,000

Extends your agreement by an additional 12 months from previous contract execution. During that 12 month period, you will continue to receive the following:

- Updated Research, Analysis, and Reports
- Continued Recruitment of Retailers and Developers
- Retail Trade Show Representation
- Coaching and Support from the The Retail Coach Team
- Designated Point of Contact for Recruitment and Data Needs
- Access to GIS Mapping and Data Resources

Payments

\$17,000 Billed on October 21, 2023

Signatures

Aaron Farmer, President, The Retail Coach, LLC.

Patrick Stallings, Seagoville Economic Development Corporation



TO: Mayor and City Council
FROM: Pat Stallings, City Manager
DATE: November 6, 2023
ITEM: 20
DESCRIPTION: Consider a Resolution approving and ratifying the Seagoville Economic Development Corporation approval of the one-year extension of the Professional Services Agreement with Impact DataSource, LLC, for the purposes of providing a program to assist in development strategy in an amount not to exceed \$6,615.00.

INTRODUCTION

This agenda item is to approve action taken by the SEDC to extend the Professional Services Agreement with Impact DataSource, LLC for a period of one year to provide services to assist in development strategy.

BACKGROUND

The SEDC has previously utilized and desires to continue utilizing the services of Impact DataSource, LLC, as an independent contract and not as an employee, to provide services to assist the SEDC in development strategy. The SEDC approved the extension at its regular meeting on October 26, 2023.

FINANCIAL IMPACT

\$6,615.00

RECOMMENDATION

SEDC recommends approval.

ATTACHMENTS

1. Resolution approving SEDC action for Impact DataSource, LLC Extension
2. Invoice from Impact DataSource, LLC extension

**CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO. ___-R-2023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AND RATIFYING THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION APPROVAL OF THE ONE YEAR EXTENSION OF THE PROFESSIONAL SERVICES AGREEMENT WITH IMPACT DATASOURCE, LLC, FOR THE PURPOSES OF PROVIDING A PROGRAM TO ASSIST IN DEVELOPMENT STRATEGY IN AN AMOUNT NOT TO EXCEED \$6,615.00, AS SET FORTH IN EXHIBIT “A” ATTACHED HERETO; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (“SEDC”) has previously utilized and desires to continue utilizing the services of Impact DataSource, LLC, as an independent contractor, and not as an employee, to provide services to assist SEDC in Development Strategy; and

WHEREAS, the SEDC unanimously approved entering into an one year extension of the Professional Services Agreement with Impact DataSource, LLC, as set forth in the attached Exhibit “A” for compensation in the amount of \$6,615.00; and

WHEREAS, the City Council has determined that development strategy services are a qualifying project as defined by state law and that approving and ratifying the action of the SEDC with regard to entering into a one (1) year extension of the Agreement will promote economic development and is in the best interest of the City and should be approved;

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

SECTION 1. The City Council hereby determines that the development strategy services provided to SEDC by Impact DataSource, LLC, is a qualifying project as defined by state law and further hereby approves and ratifies the SEDC action of entering into a one (1) year extension as set forth in Exhibit “A”, in an amount not to exceed six thousand six hundred fifteen dollars (\$6,615.00) for assistance in development strategy.

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

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

SECTION 4. This resolution shall take effect immediately from and after its passage.

DULY PASSED by the City Council of the City of Seagoville on the 6th day of November, 2023.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney

Exhibit "A"

Patrick Stallings

From: Impact DataSource, LLC <quickbooks@notification.intuit.com>
Sent: Sunday, October 15, 2023 2:10 PM
To: Patrick Stallings
Cc: paul@[REDACTED]
Subject: Reminder: Invoice 20762 from Impact DataSource, LLC

INVOICE 20762 DETAILS



Impact DataSource, LLC

DUE 10/12/2023

\$6,615.00

[Review and pay](#)

Powered by QuickBooks

Dear Patrick Stallings,

Just a reminder that we have not received a payment for this invoice yet. Let us know if you have questions.

Thanks for your business!
Impact DataSource, LLC

Bill to

Patrick Stallings
Seagoville EDC



TO: Mayor and City Council
FROM: Sara Egan, City Secretary
DATE: November 6, 2023
ITEM: 21
DESCRIPTION: Conduct an interview of a board applicant and consider an appointment to fill a vacancy to the Library Board, Place 3, with a term expiring June 30, 2025.

INTRODUCTION

The purpose of this agenda item is to conduct an interview of a board applicant, Jorge Mata Otero.

BACKGROUND

There is a vacancy on the Library Board, Place 3, with a term expiring June 30, 2025.

Eligibility Requirements:

- (1) Be a qualified voter within the City at the time of appointment.
- (2) Not be in arrears on City taxes, utility service charges, or other obligations owed to the City.
- (3) Have not been convicted of a felony or class A misdemeanor.
- (4) Not be adverse party to pending litigation against the City.

RECOMMENDATION

The applicant meets the eligibility requirements to be appointed should the City Council decide to make the appointment.



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: November 6, 2023

ITEM: 22

DESCRIPTION: Discuss and consider an Ordinance amending the Comprehensive Zoning Ordinance and map of the City of Seagoville for approximately 9.45 ± acres from the Apartment (A) to the Planned Development (PD) Zoning District, situated at 1803 Seagoville Road, 1815 Seagoville Road, 1908 Cain Street, and 620 No Name Street, Seagoville, Dallas County, Texas, located approximately near the intersection of Seagoville Road and Alto Road, and between Seagoville Road and Cain Street; providing for a concept plan.

INTRODUCTION

The applicant is requesting a rezone from the Apartment Zoning District to the Planned Development District.

BACKGROUND

The subject properties are currently within the Apartment Zoning District. The applicant is requesting a Planned Development Zoning District, to seek a higher housing density and shorter parking stalls from the City standard requirement. The proposed PD consists of 240 multifamily dwelling units ranging in size from 572sf to 1,286sf. A breakdown of unit sizes and their percentages are listed below:

- Efficiency – 572 (6 units – 2.5%)
- One Bedroom – 708 (90 units – 37.5%)
- Two Bedroom – 913 (120 units – 50%)
- Three Bedroom – 1,088 (18 units – 7.5%)
- Four Bedroom – 1,286 (6 units – 2.5%)

The proposed apartment complex will include a 4,952sf club house with swimming pool, cabana, laundry facility, exercise room, and playground. The applicant is requesting parking spaces be a minimum of 9'x18' in size. The standard City parking space size is 9'x20'; the developer has provided a mix of 9'x18' and 9'x20' parking spaces to accommodate varying vehicle sizes.

FINANCIAL IMPACT

N/A

RECOMMENDATION

The Planning and Zoning Commission recommended approval of the request on September 26, 2023.



ATTACHMENTS

1. Ordinance with Exhibits
2. Noor Jooma Property List
3. Photos of Other Sites
4. Mailing Notice
5. Address Labels (within 200')
6. Written Protest

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 OF THE CITY OF SEAGOVILLE, TEXAS, AS HERETOFORE AMENDED, BY AMENDING THE ZONING FOR APPROXIMATELY 9.45 ACRES OF REAL PROPERTY COMPRISED OF TWO PARCELS, ONE BEING APPROXIMATELY 0.45 ACRES LOCATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, DALLAS COUNTY, TEXAS, CONVEYED BY DEED RECORDED IN VOLUME 2005053, PAGE 7613 OF THE DEED RECORDS OF DALLAS COUNTY TEXAS AND THE OTHER BEING APPROXIMATELY 9.00 ACRES LOCATED IN THE HARMIN HADER SURVEY, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF THAT TRACT OF LAND DESCRIBED IN DEED TO F. L. SEBASTIAN, JR. AS RECORDED IN INSTRUMENT NUMBER 2000600110110 AND ALL OF THOSE TRACTS OF LAND DESCRIBED IN DEEDS TO FERNEY L. SEBASTIAN, JR. AS RECORDED IN VOLUME 79212, PAGE 2831, VOLUME 79212, PAGE 2828, AND INSTRUMENT NUMBER 201100065097, ALL AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS AND BEING COMMONLY KNOWN AS 1805 AND 1803 SEAGOVILLE ROAD, SEAGOVILLE, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO, FROM APARTMENT (A) TO PLANNED DEVELOPMENT FOR MULTI-FAMILY RESIDENTIAL USE (PD-MULTIFAMILY); PROVIDING PLANNED DEVELOPMENT REGULATIONS; PROVIDING AND APPROVING ELEVATION PLANS ATTACHED HERETO AS EXHIBIT “B”; PROVIDING AND APPROVING A CONCEPT PLAN ATTACHED HERETO AS EXHIBIT “C”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission and the governing body of the City of Seagoville, Texas, in compliance with the laws of the State of Texas and pursuant to the Comprehensive Zoning Ordinance of the City of Seagoville, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that zoning change should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1. The City of Seagoville, Texas Zoning Ordinance and map, as heretofore amended, is hereby amended by amending the zoning for approximately 9.45 acres of real property described and depicted on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”) from Apartment (A) to Planned Development (PD) to allow multi-family residential use subject to the conditions and provisions set forth in this ordinance.

SECTION 2. The Property shall be developed, used, and maintained in accordance with the City of Seagoville ordinances and regulations, including the Zoning Ordinance and Construction Standards for Apartment (A) base zoning except as amended by the following Development Regulations:

- A. Development in accordance with approved updated site plan which includes a multifamily apartment development with 240 apartment dwelling units.
- B. Apartment Dwelling Units – minimum square feet of living area per unit type shall be:
 - 1. Efficiency – 572 (6 units – 2.5%)
 - 2. One Bedroom – 708 (90 units – 37.5%)
 - 3. Two Bedroom – 913 (120 units – 50%)
 - 4. Three Bedroom – 1,088 (18 units – 7.5%)
 - 5. Four Bedroom – 1,286 (6 units – 2.5%)
- C. Accessory Uses – Multi-use Clubhouse Building (for tenant use only) shall be provided.
- D. Clubhouse Building – Limited Hours Laundry Facility shall be provided.
- E. Clubhouse Building – Limited Hours swimming pool 6 feet and under shall be provided.
- F. Clubhouse Building – Limited Hours Exercise room shall be provided.
- G. Clubhouse Building – Limited Hours Arts & Crafts Room shall be provided.
- H. Clubhouse Building - Limited hours Tenants Only Office and Business Center shall be provided.
- I. Dog Park not less than 20 feet by 80 feet with a designated shower area for pets shall be provided.
- J. Two play areas equipped with playground equipment, one for ages 3 to 6 years old and one for children older than 6 years shall be provided.
- K. Number of Parking Lot spaces to comply with City of Seagoville requirements.
- L. Structure height shall not exceed forty-five (45’) feet.
- M. Parking shall be provided at a ratio of 1.5 spaces per multi-family dwelling unit.
- N. Parking spaces shall have minimum dimensions of 9’ X 18’.
- O. Permitted Uses for the Property: Apartment buildings, Accessory Uses: clubhouse with amenities, Stormwater facilities, Drainage facilities. Any use not listed here is prohibited.

SECTION 3. The Property, including but not limited to the Clubhouse Building and interior rooms, the dog park, the playgrounds, and the swimming pool, must be developed, used, and maintained in accordance with the colored elevation plans attached hereto and incorporated herein by this reference as Exhibit “B,” which is hereby approved.

SECTION 4. The Property must be developed, used, and maintained in accordance with the concept plan attached hereto and incorporated herein by this reference as Exhibit “C”, which is hereby approved.

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

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

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

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

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

DULY PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, on the ___ day of October 2023.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
4875-4590-0422, v. 2

EXHIBIT A
[SURVEY AND LEGAL DESCRIPTIONS]



12/30/22
1:00 AM CET
dotloop verified

Exhibit A

1815 Seagoville Road

Being a tract of land situated in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas, same being that tract of land conveyed to Johnelle Sebastian, by deed recorded in Volume 2005053, Page 7613, Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for corner, said corner being the East corner of that tract of land conveyed to Bobby Gene Works and wife, Teresa A. Works, by deed recorded in Volume 78016, Page 2435, Deed Records of Dallas County, Texas, and lying along the West line of Seagoville Road (variable width right-of-way);

THENCE South 11 degrees 55 minutes 35 seconds East, along said West line of Seagoville Road, a distance of 98.60 feet to a 1 inch iron pipe found for corner, said corner being the North corner of that tract of land conveyed to F.L. Sebastian, by deed recorded in Instrument No. 201100065097, Official Public Records of Dallas County, Texas;

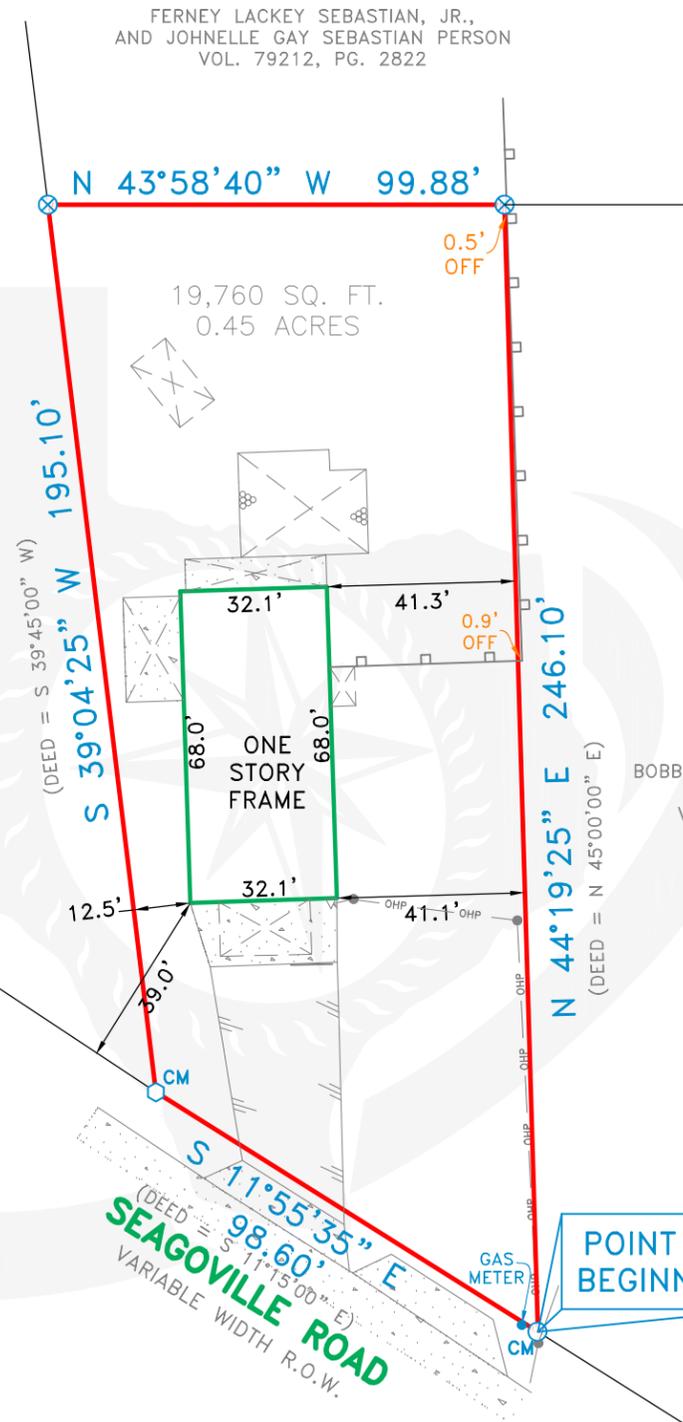
THENCE South 39 degrees 04 minutes 25 seconds West, along the Northwest line of said Sebastian tract, a distance of 195.10 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG Surveying" for corner, said corner being the East corner of that tract of land conveyed to Ferney Lackey Sebastian, Jr., and Johnelle Gay Sebastian Person, by deed recorded in Volume 79212, Page 2822, Deed Records of Dallas County, Texas;

THENCE North 43 degrees 58 minutes 40 seconds West, along the Northeast line of said Sebastian tract, a distance of 99.88 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG Surveying" for corner, said corner being the South corner of said Works tract;

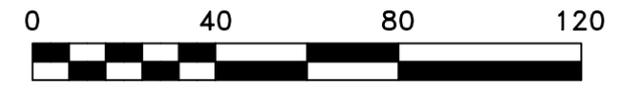
THENCE North 44 degrees 19 minutes 25 seconds East, along the Southeast line of said Works tract, a distance of 246.10 feet to the POINT OF BEGINNING and containing 19,760 square feet or 0.45 acres of land.



F.L. SEBASTIAN
INST. NO.
201100065097



BOBBY GENE WORKS AND WIFE,
TERESA A. WORKS
VOL. 78016, PG. 2435



LEGEND

- 1/2" ROD FOUND
- ⊗ 1/2" ROD SET
- 1" PIPE FOUND
- ⊗ "X" FOUND/SET
- ⊕ POINT FOR CORNER
- ⊗ 5/8" ROD FOUND
- T TRANSFORMER PAD
- COLUMN
- ▲ UNDERGROUND ELECTRIC
- OHP— OVERHEAD ELECTRIC POWER
- OES— OVERHEAD ELECTRIC SERVICE
- CHAIN LINK
- WOOD FENCE 0.5' WIDE TYPICAL
- DOUBLE SIDED WOOD FENCE
- FENCE POST FOR CORNER
- CM CONTROLLING MONUMENT
- AC AIR CONDITIONER
- PE POOL EQUIPMENT
- POWER POLE
- △ OVERHEAD ELECTRIC
- I— IRON FENCE
- X — BARBED WIRE
- / — EDGE OF ASPHALT
- / — EDGE OF GRAVEL
- / — STONE
- / — CONCRETE
- / — COVERED AREA
- / — BRICK

EXCEPTIONS:
NOTE: PROPERTY SUBJECT TO TERMS, CONDITIONS, AND EASEMENTS CONTAINED IN INSTRUMENTS RECORDED IN VOL. 2934, PG. 578, VOL. 2164, PG. 457, VOL. 2248, PG. 409, VOL. 5078, PG. 346

NOTES:
BEARINGS SHOWN ARE BASED ON NAD 83 TEXAS NORTH CENTRAL ZONE.
FLOOD NOTE: According to the F.I.R.M. No. 48113C0545K, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.

This survey is made in conjunction with the information provided by Independence Title Company. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have on this date made a careful and accurate survey on the ground of the subject property. The plat hereon is a correct and accurate representation of the property lines and dimensions as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Accepted by: _____
Date: _____ Purchaser

Drawn By: MARIA
Scale: 1" = 40'
Date: 07/12/2021
GF NO.: 2133161-MEDA
Job No. 2114446

419 Century Plaza Dr., Ste. 210
Houston, TX 77073
P 281.443.9288
F 281.443.9224
Firm No. 10194280
www.cbgtllc.com

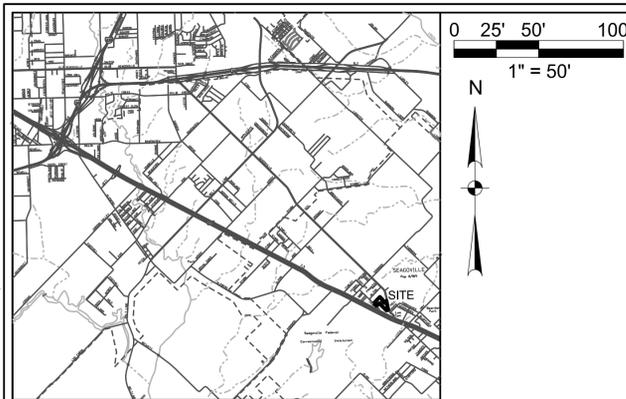
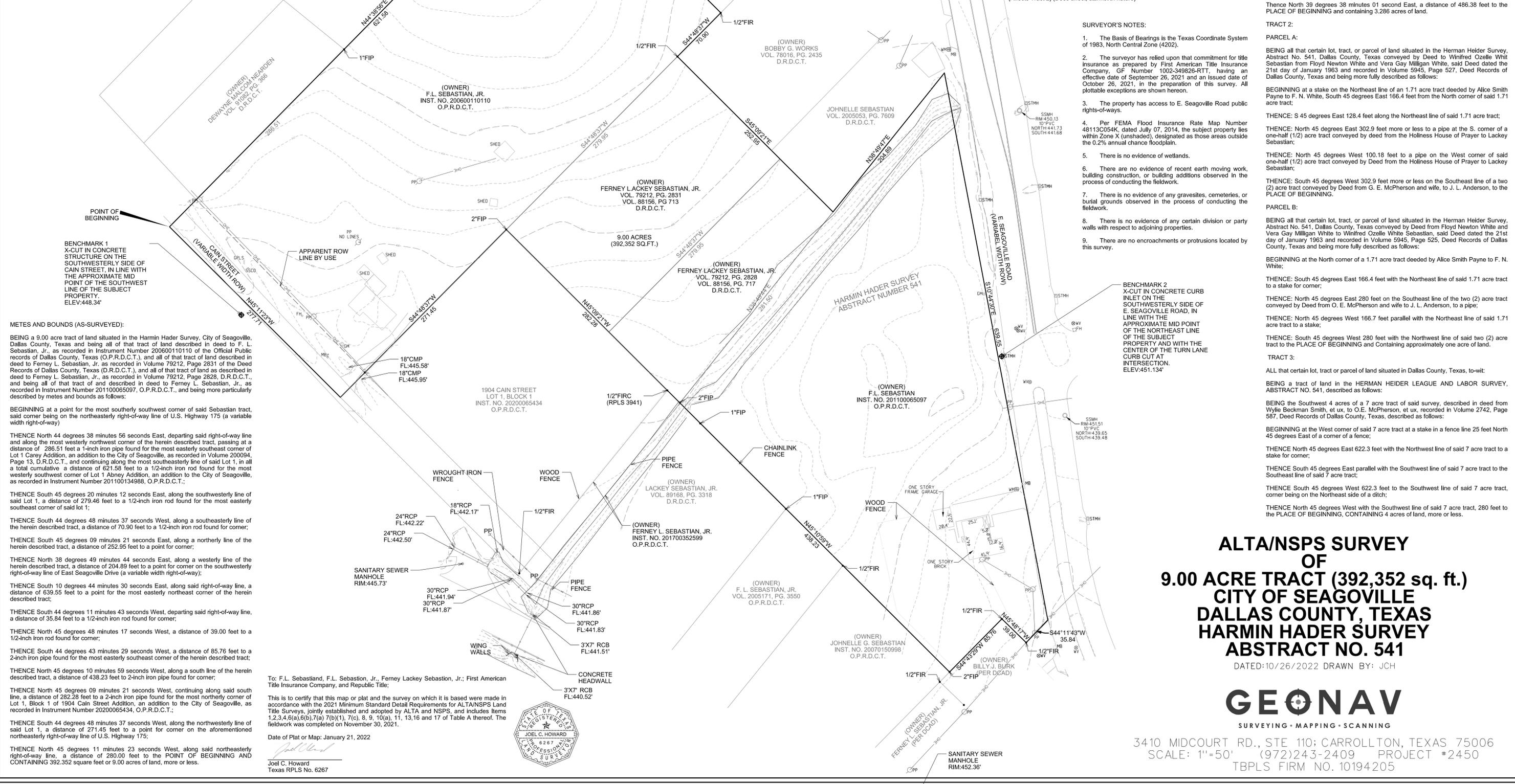


Exhibit A

VICINITY MAP (NOT TO SCALE)



METES AND BOUNDS (AS-SURVEYED):

BEING a 9.00 acre tract of land situated in the Harmin Hader Survey, City of Seagoville, Dallas County, Texas and being all of that tract of land described in deed to F. L. Sebastian, Jr., as recorded in Instrument Number 200600110110 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and all of that tract of land described in deed to Ferney L. Sebastian, Jr. as recorded in Volume 79212, Page 2831 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and all of that tract of land as described in deed to Ferney L. Sebastian, Jr., as recorded in Volume 79212, Page 2828, D.R.D.C.T., and being all of that tract of and described in deed to Ferney L. Sebastian, Jr., as recorded in Instrument Number 201100065097, O.P.R.D.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a point for the most southerly southwest corner of said Sebastian tract, said corner being on the northeasterly right-of-way line of U.S. Highway 175 (a variable width right-of-way)

THENCE North 44 degrees 38 minutes 56 seconds East, departing said right-of-way line and along the most westerly northwest corner of the herein described tract, passing at a distance of 286.51 feet to a 1/4-inch iron pipe found for the most easterly southeast corner of Lot 1 Carey Addition, an addition to the City of Seagoville, as recorded in Volume 200094, Page 13, D.R.D.C.T., and continuing along the most southeasterly line of said Lot 1, in all a total cumulative a distance of 621.58 feet to a 1/2-inch iron rod found for the most westerly southwest corner of Lot 1 Abney Addition, an addition to the City of Seagoville, as recorded in Instrument Number 201100134988, O.P.R.D.C.T.;

THENCE South 45 degrees 20 minutes 12 seconds East, along the southwesterly line of said Lot 1, a distance of 279.46 feet to a 1/2-inch iron rod found for the most easterly southeast corner of said Lot 1;

THENCE South 44 degrees 48 minutes 37 seconds West, along a southeasterly line of the herein described tract, a distance of 70.90 feet to a 1/2-inch iron rod found for corner;

THENCE South 45 degrees 09 minutes 21 seconds East, along a northerly line of the herein described tract, a distance of 252.95 feet to a point for corner;

THENCE North 38 degrees 49 minutes 44 seconds East, along a westerly line of the herein described tract, a distance of 204.89 feet to a point for corner on the southwesterly right-of-way line of East Seagoville Drive (a variable width right-of-way);

THENCE South 10 degrees 44 minutes 30 seconds East, along said right-of-way line, a distance of 639.55 feet to a point for the most easterly northeast corner of the herein described tract;

THENCE South 44 degrees 11 minutes 43 seconds West, departing said right-of-way line, a distance of 35.84 feet to a 1/2-inch iron rod found for corner;

THENCE North 45 degrees 48 minutes 17 seconds West, a distance of 39.00 feet to a 1/2-inch iron rod found for corner;

THENCE South 44 degrees 43 minutes 29 seconds West, a distance of 85.76 feet to a 2-inch iron pipe found for the most easterly southeast corner of the herein described tract;

THENCE North 45 degrees 10 minutes 59 seconds West, along a south line of the herein described tract, a distance of 438.23 feet to 2-inch iron pipe found for corner;

THENCE North 45 degrees 09 minutes 21 seconds West, continuing along said south line, a distance of 282.28 feet to a 2-inch iron pipe found for the most northerly corner of Lot 1, Block 1 of 1904 Cain Street Addition, an addition to the City of Seagoville, as recorded in Instrument Number 2020065434, O.P.R.D.C.T.;

THENCE South 44 degrees 48 minutes 37 seconds West, along the northwesterly line of said Lot 1, a distance of 271.45 feet to a point for corner on the aforementioned northeasterly right-of-way line of U.S. Highway 175;

THENCE North 45 degrees 11 minutes 23 seconds West, along said northeasterly right-of-way line, a distance of 280.00 feet to the POINT OF BEGINNING AND CONTAINING 392,352 square feet or 9.00 acres of land, more or less.

To: F.L. Sebastian, F.L. Sebastian, Jr., Ferney Lackey Sebastian, Jr.; First American Title Insurance Company, and Republic Title;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1.2, 3.4, 5(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11, 13, 16 and 17 of Table A thereof. The fieldwork was completed on November 30, 2021.

Date of Plat or Map: January 21, 2022

Joel C. Howard
Texas RPLS No. 6267



- LEGEND:
- D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS
 - O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
 - SQ. FT. SQUARE FEET
 - SIR SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "GEONAV"
 - FIR 1/2" IRON ROD FOUND IRON ROD
 - INST. INSTRUMENT NUMBER
 - VOL. VOLUME
 - PG. PAGE
 - ROW RIGHT OF WAY
 - C.M. CONTROLLING MONUMENT
 - CI CURB INLET
 - WM WATER METER
 - FH FIRE HYDRANT
 - GM GAS METER
 - STMH STORM SEWER MANHOLE
 - SSMH SANITARY SEWER MANHOLE
 - PP POWER POLE
 - MB MAILBOX

- Schedule B Notes:
- (10e). Mineral estate and interest in coal, lignite oil, gas and other minerals together with all rights, privileges and immunities thereto described in instrument filed 03/08/1938, recorded in Volume 2059, Page 226, Real Property Records, Dallas County, Texas. Company makes no representation as to the present ownership of any such interests. (Affects All Tracts) (Does affect, blanket in nature)
 - (10f). Easement and Right-of-Way as awarded in Condemnation proceeding in Cause No. CC-85-2182-b, styled County of Dallas versus Wylie Beckman Smith and wife, Lavilla Smith, et al, in the County Court at Law Number Two, Dallas County, Texas, as evidenced by Agreed Judgment dated 10/17/1989, filed 01/31/1990, recorded in Volume 90021, Page 1071 of the Real Property Records of Dallas County, Texas. Also set out in Award of Commissioners filed 01/31/1990, recorded in Volume 90021, Page 1082, Real Property Records, Dallas County, Texas. (Affects Tract 1) (Does affect as to allowed access, parcels described now fall within the existing right-of-way)
 - (10g). Mineral lease together with all rights, privileges and immunities incident thereto, to Rex Putnam and A.W. Macon from Alice Smith Payne et al described in instrument filed 11/17/1937, recorded in Volume 2043, Page 71, Real Property Records, Dallas County, Texas. Company makes no representation as to the present ownership of any such interests. (Affects Tract 2) (Does affect, blanket in nature)
 - (10h). Mineral lease together with all rights, privileges and immunities incident thereto, to A.E. Freel from Joseph Lee Smith and Wylie B. Smith described in instrument filed 02/03/1938, recorded in Volume 2056, Page 145, Real Property Records, Dallas County, Texas. Company makes no representation as to the present ownership of any such interests. (Affects Tract 2) (Does affect, blanket in nature)
 - (10i). Mineral lease together with all rights, privileges and immunities incident thereto, to J. Morgan Russell from Alice Smith Payne described in instrument filed 01/04/1942, recorded in Volume 2391, Page 6, Real Property Records, Dallas County, Texas. Company makes no representation as to the present ownership of any such interests. (Affects Tract 2) (Does affect, blanket in nature)

- SURVEYOR'S NOTES:
1. The Basis of Bearings is the Texas Coordinate System of 1983, North Central Zone (4202).
 2. The surveyor has relied upon that commitment for title insurance as prepared by First American Title Insurance Company, GF Number 1002-349826-RTT, having an effective date of September 26, 2021 and an issued date of October 26, 2021, in the preparation of this survey. All plottable exceptions are shown hereon.
 3. The property has access to E. Seagoville Road public rights-of-ways.
 4. Per FEMA Flood Insurance Rate Map Number 48113C054K, dated July 07, 2014, the subject property lies within Zone X (unshaded), designated as those areas outside the 0.2% annual chance floodplain.
 5. There is no evidence of wetlands.
 6. There are no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
 7. There is no evidence of any gravesites, cemeteries, or burial grounds observed in the process of conducting the fieldwork.
 8. There is no evidence of any certain division or party walls with respect to adjoining properties.
 9. There are no encroachments or protrusions located by this survey.

- RECORD DESCRIPTIONS:
- TRACT 1:
- Being all that certain lot, tract or parcel of land located in the HERMAN HEIDER SURVEY, ABSTRACT NO. 541, Dallas County, Texas, and being all of a 0.28 of an acre tract of land conveyed to Joseph Lee Smith, by deed recorded in Volume 5276, Page 559, Deed Records, Dallas County, Texas and being all of a tract of land conveyed to Wylie B. Smith by deed recorded in Volume 73070, Page 2323, Deed Records, Dallas County, Texas and being part of a 2 acre tract of land conveyed to Wylie B. Smith, by deed recorded in Volume 4270, Page 551, Deed Records, Dallas County, Texas and being more particularly described as follows:
- Beginning at a 1/2 inch diameter iron rod set for corner in the West line of Seagoville Road, said point being at the North corner of the above mentioned Wylie B. Smith tract, recorded in Volume 73070, Page 2323, Deed Records, Dallas County, Texas;
- Thence South 09 degrees 56 minutes 13 seconds East, along said West line, a distance of 639.55 feet to a 1/2 inch diameter iron rod set for corner;
- Thence South 45 degrees 00 minutes 00 seconds West, a distance of 35.84 feet to a 1/2 inch diameter iron rod set for corner;
- Thence North 45 degrees 00 minutes 00 seconds West, a distance of 39.00 feet to a 1/2 inch diameter iron rod set for corner;
- Thence South 45 degrees 00 minutes 00 seconds West, a distance of 81.00 feet to a 1/2 inch diameter iron rod set at the East corner of a tract of land conveyed to Winifred Ozelle Sebastian, by deed recorded in Volume 547, Page 591, Deed Records, Dallas County, Texas;
- Thence North 45 degrees 00 minutes 00 seconds West, along the Northeast line of said Sebastian tract, a distance of 439.00 feet to a 1/2 inch diameter iron rod set for corner;
- Thence North 39 degrees 38 minutes 01 second East, a distance of 486.38 feet to the PLACE OF BEGINNING and containing 3.286 acres of land.
- TRACT 2:
- PARCEL A:
- BEING all that certain lot, tract, or parcel of land situated in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas, conveyed by Deed to Winifred Ozelle White Sebastian from Floyd Newton White and Vera Gay Milligan White, said Deed dated the 21st day of January 1963 and recorded in Volume 5945, Page 527, Deed Records of Dallas County, Texas and being more fully described as follows:
- BEGINNING at a stake on the Northeast line of an 1.71 acre tract deeded by Alice Smith Payne to F. N. White, South 45 degrees East 166.4 feet from the North corner of said 1.71 acre tract;
- THENCE: S 45 degrees East 128.4 feet along the Northeast line of said 1.71 acre tract;
- THENCE: North 45 degrees East 302.9 feet more or less to a pipe at the S. corner of a one-half (1/2) acre tract conveyed by deed from the Holiness House of Prayer to Lackey Sebastian;
- THENCE: North 45 degrees West 100.18 feet to a pipe on the West corner of said one-half (1/2) acre tract conveyed by Deed from the Holiness House of Prayer to Lackey Sebastian;
- THENCE: South 45 degrees West 302.9 feet more or less on the Southeast line of a two (2) acre tract conveyed by Deed from G. E. McPherson and wife, to J. L. Anderson, to the PLACE OF BEGINNING.
- PARCEL B:
- BEING all that certain lot, tract, or parcel of land situated in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas, conveyed by Deed from Floyd Newton White and Vera Gay Milligan White to Winifred Ozelle White Sebastian, said Deed dated the 21st day of January 1963 and recorded in Volume 5945, Page 525, Deed Records of Dallas County, Texas and being more fully described as follows:
- BEGINNING at the North corner of a 1.71 acre tract deeded by Alice Smith Payne to F. N. White;
- THENCE: South 45 degrees East 166.4 feet with the Northeast line of said 1.71 acre tract to a stake for corner;
- THENCE: North 45 degrees East 280 feet on the Southeast line of the two (2) acre tract conveyed by Deed from O. E. McPherson and wife to J. L. Anderson, to a pipe;
- THENCE: North 45 degrees West 166.7 feet parallel with the Northeast line of said 1.71 acre tract to a stake;
- THENCE: South 45 degrees West 280 feet with the Northwest line of said two (2) acre tract to the PLACE OF BEGINNING and Containing approximately one acre of land.
- TRACT 3:
- ALL that certain lot, tract or parcel of land situated in Dallas County, Texas, to-wit:
- BEING a tract of land in the HERMAN HEIDER LEAGUE AND LABOR SURVEY, ABSTRACT NO. 541, described as follows:
- BEING the Southwest 4 acres of a 7 acre tract of said survey, described in deed from Wylie Beckman Smith, et ux, to O.E. McPherson, et ux, recorded in Volume 2742, Page 587, Deed Records of Dallas County, Texas, described as follows:
- BEGINNING at the West corner of said 7 acre tract at a stake in a fence line 25 feet North 45 degrees East of a corner of a fence;
- THENCE North 45 degrees East 622.3 feet with the Northwest line of said 7 acre tract to a stake for corner;
- THENCE South 45 degrees East parallel with the Southwest line of said 7 acre tract to the Southeast line of said 7 acre tract;
- THENCE South 45 degrees West 622.3 feet to the Southwest line of said 7 acre tract, corner being on the Northeast side of a ditch;
- THENCE North 45 degrees West with the Southwest line of said 7 acre tract, 280 feet to the PLACE OF BEGINNING, CONTAINING 4 acres of land, more or less.

**ALTA/NSPS SURVEY
OF
9.00 ACRE TRACT (392,352 sq. ft.)
CITY OF SEAGOVILLE
DALLAS COUNTY, TEXAS
HARMIN HADER SURVEY
ABSTRACT NO. 541**

DATED: 10/26/2022 DRAWN BY: JCH

GEONAV
SURVEYING • MAPPING • SCANNING

3410 MIDCOURT RD., STE 110; CARROLLTON, TEXAS 75006
SCALE: 1"=50' (972)243-2409 PROJECT #2450
TBPLS FIRM NO. 10194205

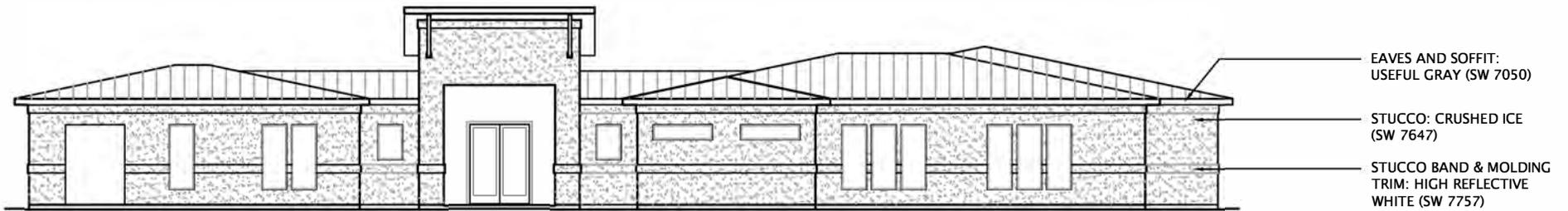
EXHIBIT B
[Elevations Plans]

Exhibit B



RESIDENTIAL BLDG.

SCALE: 1/16" = 1'-0"



DOORS, EXCLUDING FRONT ENTRY: USEFUL GRAY (SW 7050)

CLUBHOUSE

SCALE: 1/16" = 1'-0"

Exhibit B



Exhibit B



Exhibit B



Exhibit B



Exhibit B



Exhibit B

Swimming Pool with Benches to Relax



Exhibit B

Swimming Pool with Benches to Relax



Exhibit B

Handicap Accessible Pool Lift



Exhibit B

Handicap Accessible Pool Lift



Exhibit B

Play Area for older Kids



Exhibit B

Dog Park for Residents

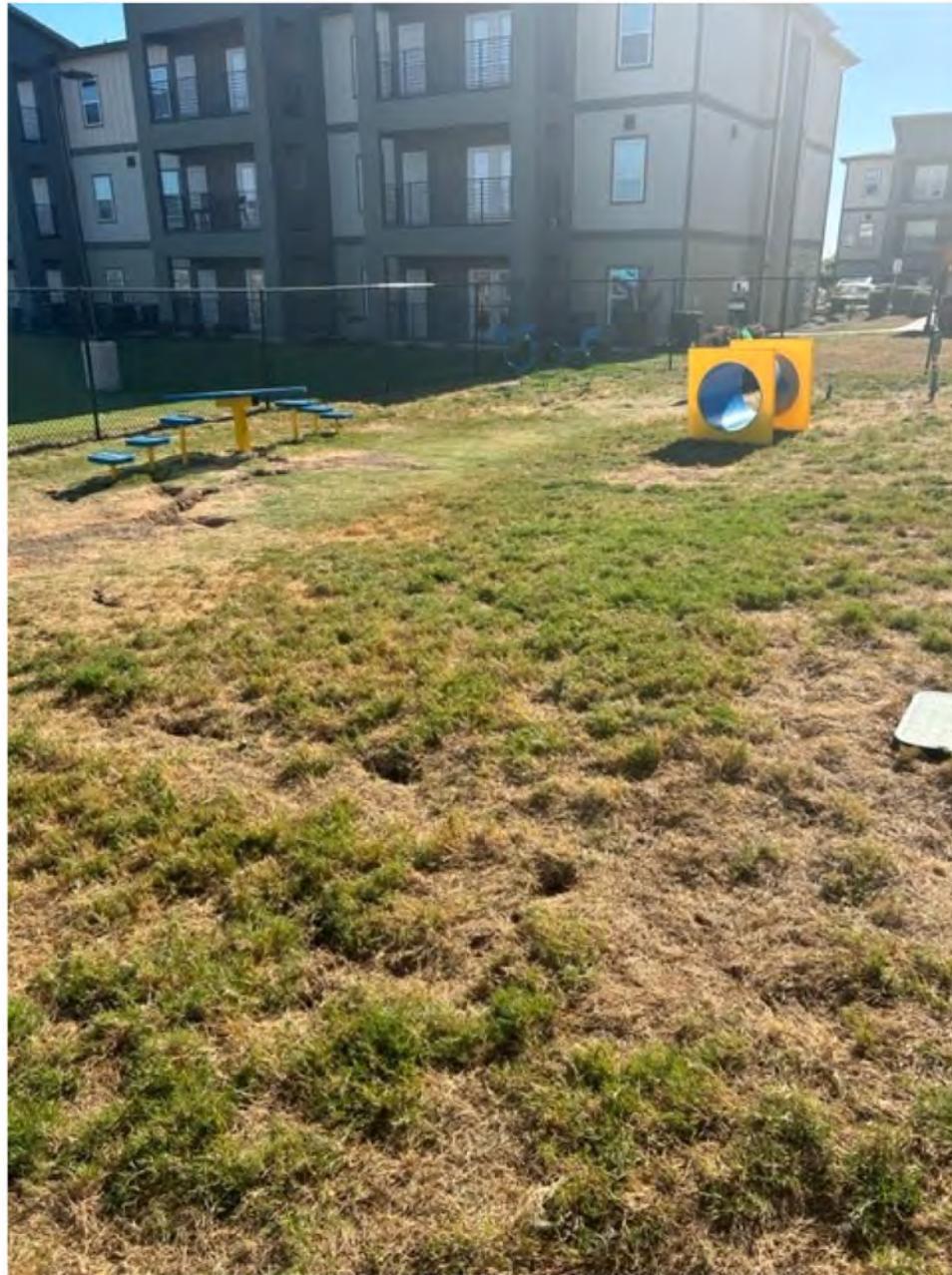


Exhibit B

Designated Shower Area for Pets



Exhibit B

Business Center/Work Area for Residents



Exhibit B

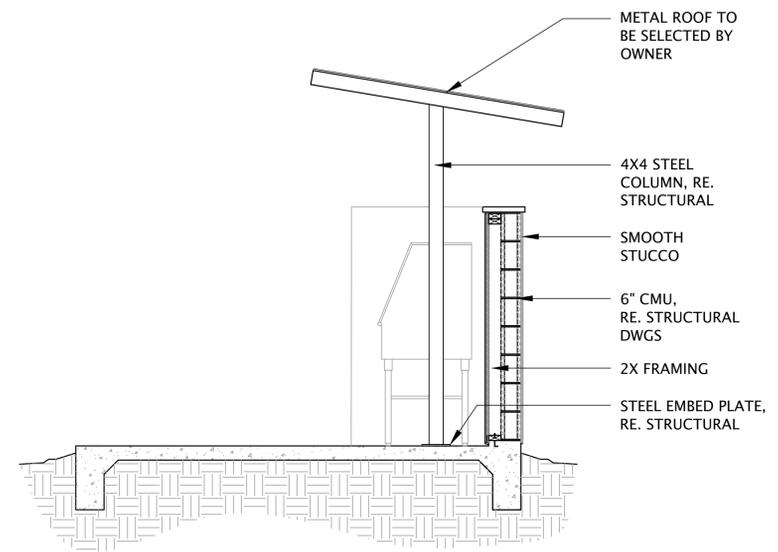
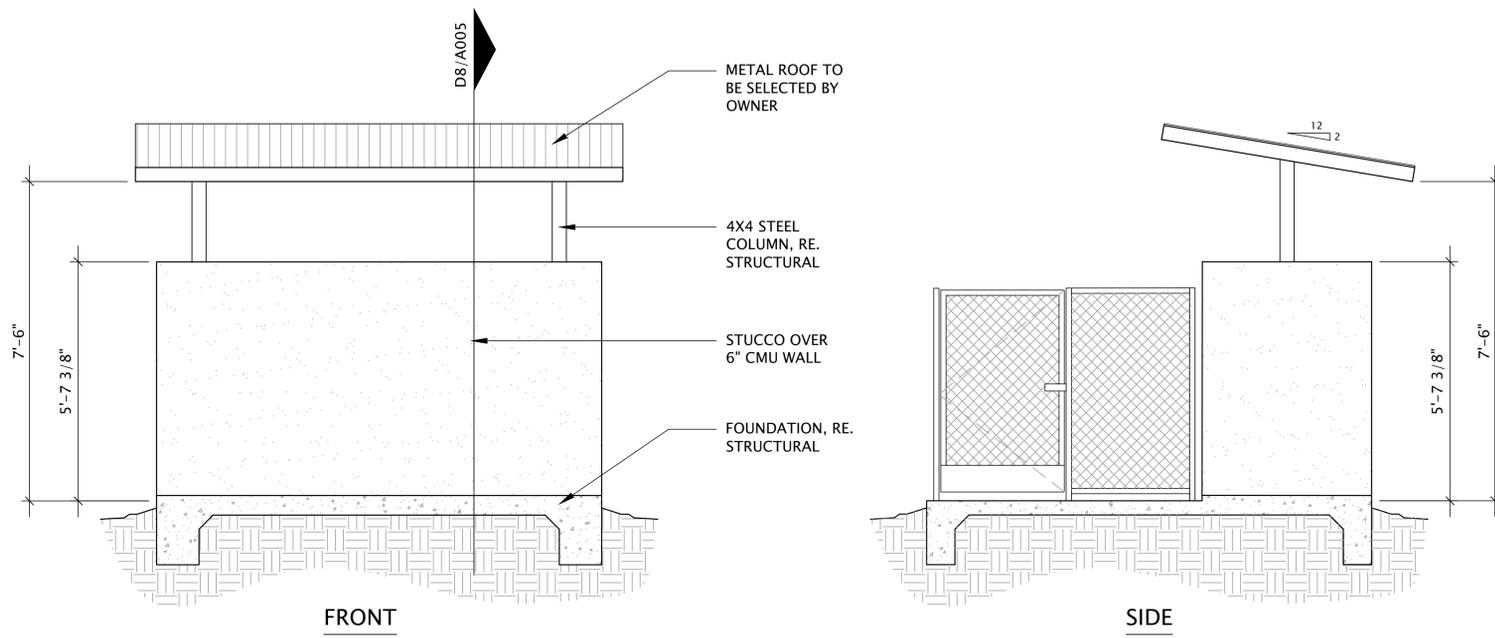
Arts & Crafts Room



EXHIBIT C
[Concept Plan]

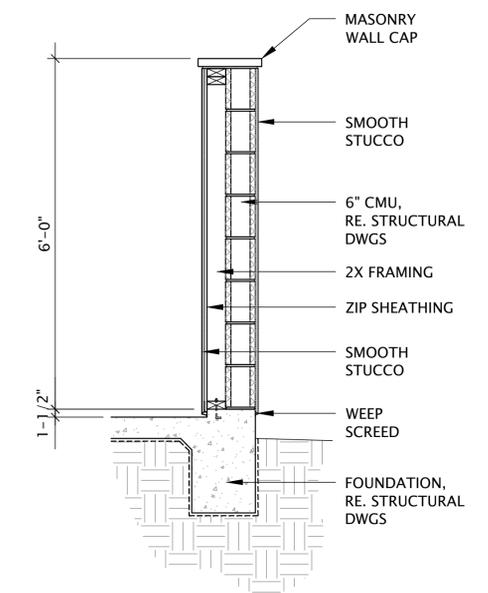
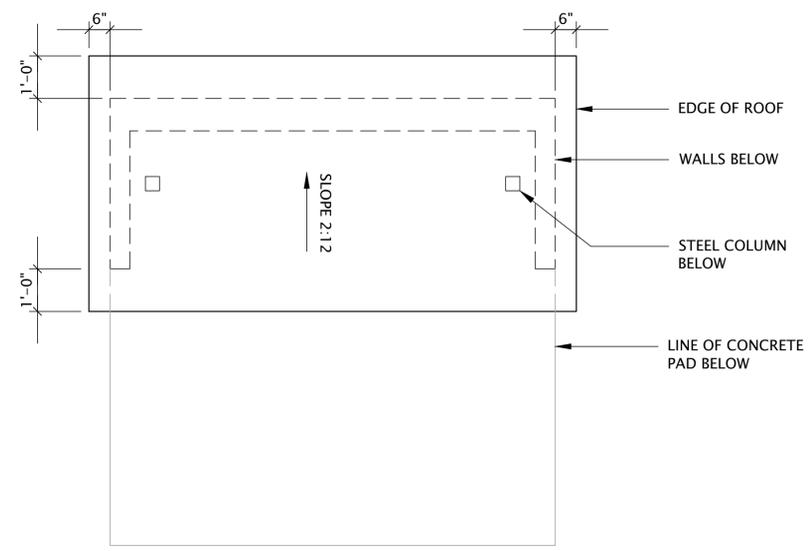
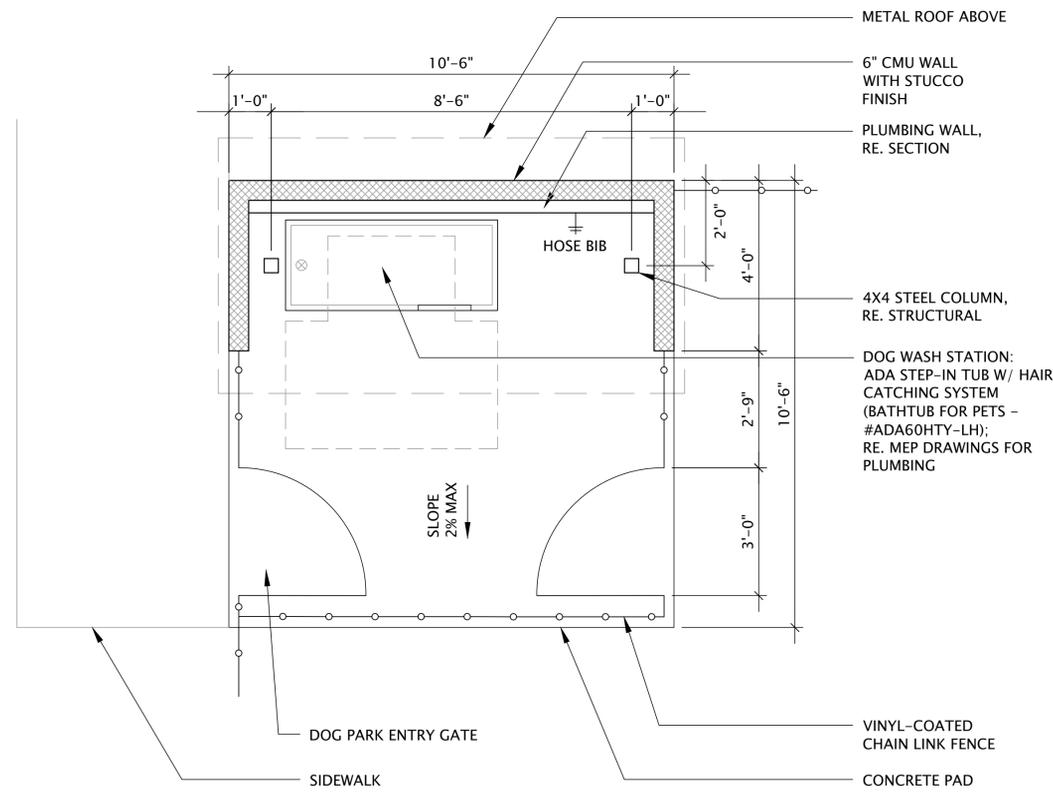
4875-4590-0422, v. 2

Exhibit C



D1 DOG PARK ENTRY ELEVATIONS
SCALE: 1/2" = 1'-0"

D8 DOG PARK ENTRY SECTION
SCALE: 1/2" = 1'-0"



A1 DOG PARK ENTRY FLOOR PLAN
SCALE: 1/2" = 1'-0"

A5 DOG PARK ENTRY ROOF PLAN
SCALE: 1/2" = 1'-0"

A9 WALL SECTION
SCALE: 3/4" = 1'-0"

northfield design associates, Inc.
1524 S. IH-35, STE. 310 AUSTIN, TX 78704
512/302-1458 v dsmith@nda-austin.com

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Issue	Date	Description
1	11/22/22	ISSUE FOR PERMIT

Professional seal of David R. Smith, Architect, State of Texas, License No. 12345. Date of Affixation: 11/22/22.

SEAGOVILLE PIONEER CROSSING
SEAGOVILLE, TEXAS
SEAGOVILLE PIONEER CROSSING, LP
NDA PROJECT # 2022-17
A005 SITE DETAILS

Properties**Total Number of Units:**

Burkburnett Seniors	80 Units
Diboll Pioneer Crossing	80 Units
Henrietta Pioneer Crossing	49 Units
Ingleside Pioneer Crossing	84 Units
Jasper Pioneer Crossing	84 Units
Kountze Pioneer Crossing	84 Units
Livingston Pioneer Crossing	80 Units
Lufkin Family Pioneer Crossing	80 Units
Lufkin Seniors Pioneer Crossing	80 Units
Mineral Wells Pioneer Crossing	80 Units
Pioneer Crossing Sulphur Springs Seniors	80 Units
The Reserve at San Marcos	376 Units
Mineral Wells Royal Gardens	75 Units
Wichita Falls Royal Gardens	49 Units
Vernon Pioneer Crossing	64 Units

Pioneer Crossing - Ingleside



Pioneer Crossing - Kountze



Pioneer Crossing - Mineral Wells



Reserve – San Marcos



Royal Garden – Mineral Wells



Royal Gardens – Wichita Falls





September 8, 2023

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

**NOTICE OF ZONING PUBLIC HEARING
SEAGOVILLE PLANNING AND ZONING COMMISSION
ZONING CASE 2023-037PD**

The Seagoville Planning and Zoning Commission will hold a public hearing on Tuesday, September 26, 2023, at 6:30 p.m. in the Council Chambers in City Hall at 702 North U.S. Highway 175 Seagoville, TX 75159 to consider a Planned Development Zoning District to be situated at 1803 Seagoville Road, 1815 Seagoville Road, 1908 Cain Street, and 620 No Name Street, Dallas County Appraisal District Property ID: 65054147510230000, 65054147510180000, 65054147510100000, 65054147510060000, located approximately near the intersection of Seagoville Road and Alto Road.

Individuals may appear at the public hearing to state their opinions or may send a written notice prior to 4:30 PM on the day of the public hearing to Administrative Assistant Casey Fillmore at 702 North U.S. Highway 175; Seagoville, TX 75159. This letter is the first opportunity to voice your opinion about this project for the record. There will also be a public hearing held in front of City Council, on Monday, October 16, 2023, at 7:00 p.m. in the City Council Chambers in City Hall 702 North Highway 175 Seagoville, TX 75159

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 2023-037PD as it is described above.

Additional Comments (attach additional sheets as necessary): _____

Signature(s): _____

Printed Name(s): _____

Address: _____

City, State & Zip code: _____

**The Butler at Seagoville
PO BOX 277
Lancaster, TX 75146**

**Billy Burk
236 Winding Ridge Ln
Rockwall, TX 75032**

**Bobby Works
1903 Seagoville Rd
Seagoville, TX 75159**

**Shane & Rachel King
1904 Cain St
Seagoville, TX 75159**

**Seagoville Trinity Plaza LLC
15331 Viburnum Rd
Frisco, TX 75035**

**Sebastian Ferney Jr
2210 N Hwy 175
Seagoville, TX 75159**

**Q & M Properties LLC
311 Sage Tree Ln
Sunnyvale, TX 75182**

**Dallas ISD
9400 N Central Expy
Ste 1520
Dallas, TX 75231**

**Randy Beason
1913 Seagoville Rd
Seagoville, TX 75159**

**Malcom Bearden
1916 Cain St
Seagoville, TX 75159**

**Hansa Hospitality LLC
DBA: Best Western
2413 N Hwy 175
Seagoville, TX 75159**

**Johnelle Sebastian
315 Shadywood Ln
Seagoville, TX 75159**

**Sebastian Ferney Jr
1650 E Farmers Rd
Seagoville, TX 75159**

**Bryon Chilton
1428 Melanie Ln
Mesquite, TX 75149**

**Arturo Pelayo
1015 N Woody Rd
Dallas, TX 75253**

**Isidro Solis & Elicabet
Hernandez
1920 Cain St
Seagoville, TX 75159**

**Chaturvedi & Sons Inc
DBA: Seagoville Inn
1920 N Hwy 175
Seagoville, TX 75159**

NOV 01 2023

CITY SECRETARY'S OFFICE

ZONING PETITION FORM

To: Planning Department City of Seagoville
City of Seagoville, The City Council
702 US-175 Frontage Rd. (PO Box 369)
Seagoville TX 75159

We the surrounding property owners want to oppose and protest a zoning change request that has not received final approval from the City of Seagoville, City Council. The next City Council meeting is scheduled for November 6, 2023 at 6:30 P.M. and 7:00 P.M. for speakers concerning the subject property described below:

Per Section 211.006(d) of the Texas Government Code:

“If a proposed change to a regulation or boundary (zoning) is protested in accordance with this subsection, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths of all members of the governing body. The protest must be written and signed by the owners of at least 20 percent of either:

1. The area of the lots or land covered by the proposed change; or
2. The area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area.”

Zoning Case# 2023-037^{PD} and Description: Considering an Ordinance amending the Comprehensive Zoning Ordinance and map of the City of Seagoville for approximately 9.45 + acres from the Apartment (A) to the Planned Development (PD) Zoning District, situated at 1803 Seagoville Road, 1815 Seagoville Road, 1908 Cain Street, and 620 No Name Street, Seagoville, Dallas County, Texas, located approximately near the intersection of Seagoville Road and Altom Road, and between Seagoville Road and Cain Street; providing for a concept plan.

LOCAL GOVERNMENT CODE

Sec. 211.001. PURPOSE. The powers granted under this subchapter are for the purpose of promoting the public health, safety, morals, or general welfare and protecting and preserving places and areas of historical, cultural, or architectural importance and significance.

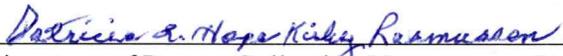
Sec. 211.004. COMPLIANCE WITH COMPREHENSIVE PLAN. (a) Zoning regulations must be adopted in accordance with a comprehensive plan and must be designed to:

- (1) lessen congestion in the streets;
- (2) secure safety from fire, panic, and other dangers;
- (3) promote health and the general welfare;
- (4) provide adequate light and air;

BANKER

- (5) prevent the overcrowding of land;
- (6) avoid undue concentration of population; or
- (7) facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public requirements.

I, Patricia L. Hope Kirby Rasmussen, do hereby verify that I collected the information contained on this document and that the persons whose names are listed hereon did sign this document in my presence and that I witnessed their signature for the purposes stated herein.


Signature of Person Collecting Names: Patricia L. Hope Kirby Rasmussen
Address: 1919 Seagoville Rd.
Telephone: (214) 558-9552
Email: patriciakirby6@gmail.com

We the undersigned owners of property within 200 feet of the property that is the subject of this zoning case, oppose the requested zoning change because of the following reasons:

- (1) We never agreed to Apartment Zoning and we do not agree to the City of Seagoville City Council considering an Ordinance amending the Comprehensive Zoning Ordinance and map of the City of Seagoville for approximately 9.45 + acres from the Apartment (A) to the Planned Development (PD) Zoning District, situated at 1803 Seagoville Road, 1815 Seagoville Road, 1908 Cain Street, and 620 No Name Street, Seagoville, Dallas County, Texas, located approximately near the intersection of Seagoville Road and Altom Road, and between Seagoville Road and Cain Street; providing for a concept plan.
- (2) We oppose all forms of Apartments including Multi Family Zoning. We believe such a change would be in violation of the zoning laws for the State of Texas and the City of Seagoville. Mr. Malcom Bearden explains in his Affidavit, the City of Seagoville failed to notify Mr. Malcom Bearden of the previous proposed Apartment zoning change and the proposed Planned Development (PD) Zoning District; See Exhibit "A" Affidavit of Mr. Malcom Bearden, homeowner of 1916 Cain St. Seagoville, TX 75159; and
- (3) Due to the lack of "NO" signage placed on the subject property on Cain St between 1916 Cain St. and 1904 Cain St.; and
- (4) The failure of the City of Seagoville to uphold existing Ordinances of the City of Seagoville by failing to enforce the property owner of the above-described property seeking the Planned Development zoning, to mow the property according to City of Seagoville specifications that would have enabled neighbors to see the sign that was placed on the property a few feet from the curb on Seagoville Rd. across from the elementary school; and;

EXHIBIT A
AFFIDAVIT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared MALCOM BEARDEN, who is known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Malcom Bearden swore or affirmed to tell the truth, and stated the following:

“My name is Malcom Bearden, I am over the age of eighteen years old and I am of sound mind and capable of making this sworn statement. I have personal knowledge of the facts written in this statement. This statement is true.

I live at 1916 Cain St. Seagoville, TX 75159. My father built the home where I live. As far as I know, I never received a written notification from the City of Seagoville, or anyone for any proposed zoning requests within 200 feet of my property located at 1916 Cain St. Seagoville, TX 75159, regarding the property that borders my property on the south side of my home, or any other property that has become a part of that property on the south of my property.”

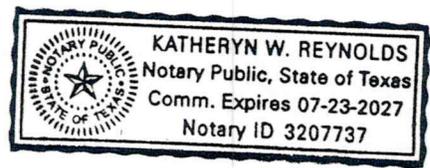
Executed on the 30th of October, 2023 at Seagoville, TX.

Malcom Bearden
Malcom Bearden

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 30th day of October, 2023.

Katheryn W. Reynolds
Notary Public in and for the State of Texas

My Commission Expires: 07.23.2027



Handwritten initials



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: November 6, 2023

ITEM: 23

DESCRIPTION: Discuss and consider approving an Ordinance amending the Code of Ordinances at Chapter 17 "Traffic", Article 17.04 "Parking, Stopping, or Standing," Division 3, "Boats, Trailers, Recreational Vehicles and Campers." By amending sections 17.04.091 "Definitions" and 17.04.092 "Parking on Residential Property; Parking facilities for nonresidential uses"; providing for a severability clause; providing a penalty of fine not to exceed the sum of two hundred dollars (\$200.00) for each offense; and providing an effective date.

INTRODUCTION

At the City Council's request, Staff is presenting an ordinance which would expand the type of material utilized for a parking surface.

BACKGROUND

The proposed ordinance allows for an exemption for homes constructed on or before January 1, 1985, which allows for the installation of a modified driveway to be attached to an existing driveway. This new driveway expansion may consist of concrete, crushed granite, rock, gravel, or asphalt. The driveway expansion may be up to five feet (5') in width and cannot extend past the existing driveway approach. Specifications for crushed material and/or asphalt are also provided in the ordinance, per Building Official recommendations.

Staff has updated the definition of a "Driveway" and "Standard Driveway Approach", to conform to the proposed exemption. Additionally, Staff has provided an amendment which clarifies that vehicles, boats, trailers, RVs, and campers within any part of the property must be on an approved surface of driveway.

FINANCIAL IMPACT

N/A

RECOMMENDATION

This ordinance amendment was requested by City Council.

ATTACHMENTS

1. Redline of the existing ordinance with proposed amendments.
2. The proposed ordinance adopting the requested amendments.

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

§ 17.04.091 **Definitions.**

For purposes of this division, the following definitions shall apply:

Approved surface. A minimum of four (4) inches of concrete pavement constructed by removal of excess dirt and reshaping of the existing surface, and shall use cushion sand as required. The parking facility shall be formed and placed with three thousand five hundred (3,500) pounds per square inch concrete, using number three (3) rebar placed on eighteen-inch centers, both ways, broom finished, with control joints to be placed on fifteen-foot centers.

Boat, trailer, recreational vehicle, and camper. Shall be given the meaning, if any, provided by state law or, if not defined by state law, by their common usage.

Driveway. ~~The approved surface located on private property, generally between the street or alley right-of-way and the garage, carport or required space on a lot, and which shall be no wider than the width of the garage, carport or parking space which it serves, or a paved circular driveway which is intended to facilitate easier access to the main entrance of the premises and a minimum of eight (8) continuous feet in width.~~

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Public nuisances. Those uses of property visible from a public place or public right-of-way that are detrimental to the safety and welfare of the general public, that tend to reduce the value of private property, that invite vandalism, that create fire hazards, that constitute an attractive nuisance creating a hazard to the health and safety of minors, or that are detrimental to the economic welfare of the city by producing urban blight which is adverse to the maintenance and continuing development of the city.

Standard driveway approach. The approved surface between the street or alley ~~right-of-way~~ and the ~~traveled portion of said street or alley, garage, carport or required space on a lot, and which shall be no wider than the width of the garage, carport or parking space which it serves, or a paved circular driveway which is intended to facilitate easier access to the main entrance of the premises and a minimum of eight (8) continuous feet in width.~~ Driveway approaches connecting to the public street shall not consist of crushed granite, rock, stone, or gravel.

Vehicle. A vehicle that is subject to registration under chapter 501 of the Texas Transportation Code and must be in accordance with chapter 683 of the Texas Transportation Code.

(1977 Code, sec. 21-71.1)

§ 17.04.092 **Parking on residential property; parking facilities for nonresidential uses.**

(a) ~~(a)~~ It shall be unlawful and it shall be an offense for the owner, occupant or person in charge of property zoned for residential, duplex, or multifamily uses to permit vehicles, boats, trailers, recreational vehicles or campers within any part of the property except on the front yard of the premises between the front building line and the front property line or in the side yard of corner lots between the side building line and the side property line where the property abuts a street or public right of way, except on a standard driveway ~~approach~~ or approved surface. ~~It shall be unlawful and illegal for the parking, standing, or the maneuvering of vehicles, boats, trailers, recreational vehicles and campers behind the building line that is visible from a public place or public right of way [sic].~~

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(1) Exemption - Homes constructed on or before January 1, 1985 may be permitted to install a modified driveway, attached to an existing driveway- being of concrete, crushed granite, rock, gravel, or asphalt. The driveway addition/expansion being of concrete, crushed granite, rock, stone, gravel, or asphalt may be up to five feet (5') in width and cannot extend past the length of the existing driveway.

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a. An asphalt surface shall have a minimum depth of four inches (4") over a 4-inch established base consisting of compacted crushed stone, cement treated base, or soil cement base.

b. A surface of compacted crushed granite, rock, stone, or gravel shall be contained within a distinct border and have a minimum depth of six inches (6").

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- (b) The off-street parking facilities required for standard authorized uses shall be provided on the same lot or parcel of land as the main structure they are intended to serve. All off-street parking and loading structures shall be subject to the standards of the comprehensive zoning ordinance and other applicable ordinances of the city.
- (c) Off-street parking facilities provided for nonresidential uses on property shall be for customer and/or employee vehicles only or for necessary loading and unloading of supplies; provided that in no event shall any such parking facilities be used for the sale of vehicles, repair work, storage, dismantling or servicing of vehicles or said equipment, storage or display of other goods, materials or products.
 - (1) All surfaces shall be maintained in good condition, generally free of potholes, cracks or broken pavement and allowing access to all parking spaces or drives.
 - (2) Wheel stops are required in nonresidential parking spaces[;] where the space faces towards a property line or a building, a wheel stop and/or a curb shall be provided which prevents a vehicle from extending across the property line or hitting the building.
 - (3) Any and all parking for buildings constructed shall have continuous curbing between the designated entrances and exits.
 - (4) Surface parking facilities may extend to the front property line, except for required screening and landscaping (if required).
 - (5) Parking facilities shall have an all-weather surface and shall be connected by an all-weather surfaced driveway to an abutting public street or alley. Parking facilities and driveways shall be designed by a qualified engineer or shall meet the following minimum standards: Concrete, asphalt or any other approved all-weather surface is permissible from the front building line facing the right-of-way to the rear of the property. (All-weather surface is defined as rock, crushed concrete or gravel.)
 - (6) All fire lanes shall be in compliance with the fire code.

(1977 Code, sec. 21-71.2)

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS AMENDING THE CODE OF ORDINANCES AT CHAPTER 17 “TRAFFIC,” ARTICLE 17.04 “PARKING, STOPPING OR STANDING,” DIVISION 3, “BOATS, TRAILERS, RECREATIONAL VEHICLES AND CAMPERS.” BY AMENDING SECTIONS 17.04.091 “DEFINITIONS” AND 17.04.092 “PARKING ON RESIDENTIAL PROPERTY; PARKING FACILITIES FOR NONRESIDENTIAL USES”; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City provides regulations for the parking of vehicles, boats, trailers, recreational vehicles or campers within the front yard residential, duplex or multifamily uses; and

WHEREAS, the City has determined that for homes constructed on or before January 1, 1985, an amendment to the Code of Ordinances to allow certain driveway extensions will serve the best interest of the public and protect the general welfare, health and safety of the citizens of the City;

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

SECTION 1. The Code of Ordinances of the City of Seagoville, Texas is hereby amended at Chapter 17, “Traffic”, Article 17.04, “Parking, Stopping or Standing”, Division 3, “Boats, Trailers, Recreational Vehicles and Campers” by amending Section 17.04.091 “Definitions.” And Section 17.04.092 “Parking on residential property; parking facilities for nonresidential uses” to read as follows:

“Chapter 17. Traffic

...

Article 17.04 Parking, Stopping or Standing

...

Division 3. Boats, Trailers, Recreational Vehicles and Campers

Sec. 17.04.091 Definitions

...

Driveway. The approved surface located on private property, generally between the street or alley right-of-way and the garage, carport or required

space on a lot, and which shall be no wider than the width of the garage, carport or parking space which it serves, or a paved circular driveway which is intended to facilitate easier access to the main entrance of the premises and a minimum of eight (8) continuous feet in width.

...

Standard driveway approach. The approved surface between the street or alley right-of-way and the traveled portion of said street or alley. Driveway approaches connecting to the public street shall not consist of crushed granite, rock, stone, or gravel.

....

Sec. 17.04.092 Parking on residential property; parking facilities for nonresidential uses

- (a) It shall be unlawful and it shall be an offense for the owner, occupant or person in charge of property zoned for residential, duplex, or multifamily uses to permit vehicles, boats, trailers, recreational vehicles or campers within any part of the property except on a standard driveway or approved surface.
 - (1) Exemption - Homes constructed on or before January 1, 1985 may be permitted to install a modified driveway, attached to an existing driveway being of concrete, crushed granite, rock, gravel, or asphalt. The driveway addition/expansion being of concrete, crushed granite, rock, stone, gravel, or asphalt may be up to five feet (5') in width and cannot extend past the length of the existing driveway.
 - a. An asphalt surface shall have a minimum depth of four inches (4") over a 4-inch established base consisting of compacted crushed stone, cement treated base, or soil cement base.
 - b. A surface of compacted crushed granite, rock, stone, or gravel shall be contained within a distinct border and have a minimum depth of six inches (6").

....”

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

SECTION 3. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 4. 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 invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 5. Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two hundred dollars (\$200.00) for each offense.

SECTION 6. This ordinance shall take effect from and after its passage.

DULY PASSED by the City Council of the City of Seagoville, Texas, this the _____ day of November, 2023.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
4860-8549-5948, v. 1



TO: Mayor and City Council
FROM: Gail French, Director of Finance
DATE: November 6, 2023
ITEM: 24

DESCRIPTION: Discuss and consider a Resolution approving the purchase of 6.5 acres of land being part of WM Peters survey, tracts 35.02 and 35.04, property id's 187223 and 51233, City of Kaufman, Texas ("property") by the Kaufman central appraisal district pursuant to the purchase and sale agreement between Kaufman Central Appraisal District and the Kaufman Independent School District and the construction of and related financing of a building pursuant to a lease purchase agreement as required by Texas Tax Code §6.051(b).

INTRODUCTION

The purpose of this item is to consider participation in this Project as a taxing unit.

BACKGROUND

The Kaufman Central Appraisal District Board of Directors ("Board") and the Chief Appraiser ("Chief Appraiser") of the Kaufman Central Appraisal District (the "District" or "KCAD") have evaluated the condition of the district's property and building in which the district's offices are presently located; and

Based on the age, size, and condition of the current building, and the potential cost of repair, expansion, and renovation of the current building to meet the current and future needs of the District, the Board has determined that relocation to another site and the construction of new offices is more cost effective and in the best interest of District and the participating taxing units; and

Kaufman Independent School District ("School") owns 6.5 acres of land being part of WM Peters Survey, Tracts 35.02 and 35.04 Property ID's 187223 and 51233 City of Kaufman, Texas (the "Property") which the Board has determined is a suitable site for the construction of a new building for the district appraisal offices which will be a 1-story building containing approximately 20,000 square feet of space (the "Building"). The Board desires to purchase the Property and construct the building subject to the approval of the participating taxing units pursuant to Tax Code Section 6.051.

In order for District to purchase the Property and construct the Building on the Property (collectively the "Project") the district must obtain the approval of three-fourths of the participating taxing units within District as required by Texas Tax Code §6.051(b) for the Project.

FINANCIAL IMPACT

2022 MARKET VALUE	2022 LEVY	% OF LEVY	Allocation of Project	Portion of Annual Payment
\$23,946,299	\$59,516	0.01%	\$2,103	\$105

RECOMMENDATION

Staff recommends approval.

ATTACHMENT

Resolution

CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE PURCHASE OF 6.5 ACRES OF LAND BEING PART OF WM PETERS SURVEY, TRACTS 35.02 AND 35.04, PROPERTY ID'S 187223 AND 51233, CITY OF KAUFMAN, TEXAS ("PROPERTY") BY THE KAUFMAN CENTRAL APPRAISAL DISTRICT PURSUANT TO THE PURCHASE AND SALE AGREEMENT BETWEEN KAUFMAN CENTRAL APPRAISAL DISTRICT AND THE KAUFMAN INDEPENDENT SCHOOL DISTRICT AND THE CONSTRUCTION OF AND RELATED FINANCING OF A BUILDING PURSUANT TO A LEASE PURCHASE AGREEMENT AS REQUIRED BY TEXAS TAX CODE §6.051(b); FINDING SUCH ACTION IS TAKEN WITHIN THE TIME REQUIRED BY TEXAS TAX CODE §6.051(b); ORDERING A COPY OF THIS RESOLUTION BE PROVIDED TO THE CHIEF APPRAISER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Kaufman Central Appraisal District Board of Directors ("Board") and the Chief Appraiser ("Chief Appraiser") of the Kaufman Central Appraisal District (the "District" or "KCAD") have evaluated the condition of the District's property and building in which the District's offices are presently located; and

WHEREAS, based on the age, size, and condition of the current building, and the potential cost of repair, expansion, and renovation of the current building to meet the current and future needs of the District, the Board has determined that relocation to another site and the construction of new offices is more cost effective and in the best interest of District and the participating taxing units; and

WHEREAS, Kaufman Independent School District ("School") owns 6.5 acres of land being part of WM Peters Survey, Tracts 35.02 and 35.04 Property ID's 187223 and 51233 City of Kaufman, Texas (the "Property") which the Board has determined is a suitable site for the construction of a new building for the District appraisal offices which will be a 1-story building containing approximately 20,000 square feet of space (the "Building"); and

WHEREAS, the Board desires to purchase the Property and construct the Building subject to the approval of the participating taxing units pursuant to Tax Code Section 6.051; and

WHEREAS, in order for District to purchase the Property and construct the Building on the Property (collectively the "Project") the District must obtain the approval of three-fourths of the participating taxing units within District as required by Texas Tax Code §6.051(b) for the Project; and

WHEREAS, the first part of the Project is for the District to have the Property under contract for purchase; and

WHEREAS, the School has offered to sell the Property to the District for \$4,000 per acre plus the cost of survey; and

WHEREAS, the District and School intend to enter a purchase and sale agreement for the District to purchase of the Property subject to the approval of the Board and the approval of three-fourths of the participating taxing units within KCAD pursuant to Tax Code §6.051(b) (the “Purchase and Sale Agreement”); and

WHEREAS, the Board has previously authorized the Chief Appraiser to negotiate and execute the Purchase and Sale Agreement with the School for the purchase of the Property subject to the approval of the Board and the approval of three-fourths of the participating taxing units within the KCAD as required by Texas Tax Code §6.051(b); and

WHEREAS, the District has sufficient funds in its budget for the current fiscal year to pay the costs for the purchase of the Property pursuant to the Purchase and Sale Agreement; and

WHEREAS, the District has determined the estimated costs for the design and construction of the Building, the costs related to creation of the PFC as described below, and the costs of financing the construction of the Building, is \$8,777,684.00 ; and

WHEREAS, while the District is expressly authorized to purchase or lease real property and may construct improvements to operate the appraisal office or a branch appraisal office, the Tax Code does not authorize the District to issue debt or debt instruments such as bonds and certificates of obligation, that are available to other political subdivisions, and, therefore, provided three-fourths of the participating taxing units within KCAD approve the purchase of the Property and construction of the Building, the District must use a lease purchase structure to finance the acquisition of the Property and the construction of the Building; and

WHEREAS, Chapter 303 of the Texas Local Government Code authorizes political subdivisions to establish a Public Facility Corporation, which is a Texas non-profit corporation, to acquire and finance the acquisition of property for a sponsoring political subdivision to perform its governmental functions; and

WHEREAS, because the Tax Code does not expressly allow appraisal districts to pledge revenues or property as security for a debt instrument, the District intends and has authorized the Chief Appraiser to take the necessary action to create a Public Facility Corporation (the “PFC”) which will hold fee simple title to the Property during the term of a lease purchase agreement between the District and the PFC (the “Lease Purchase Agreement”) pursuant to which the PFC will lease the Property to the District and provide funds to the District for the construction of the Building pursuant to a loan agreement between the PFC and a financial lender; and

WHEREAS, the PFC will not be an agency or instrumentality of the District but will be governed by a majority of the members of the Board; and

WHEREAS, the District intends and has authorized the Chief Appraiser to assign the Purchase and Sale Agreement for the purchase of the Property to the PFC which will acquire title to the Property and

WHEREAS, to finance the construction of the Building, the PFC will obtain a loan for a term of 20 years and annual payments of principal and interest being a not to exceed amount of \$720,000.00, secured by a deed of trust on the Property to finance the construction of the Building pursuant to a loan agreement with Government Capital Corporation, the financial lender pursuant to a loan agreement (the “Loan Agreement”); and

WHEREAS, the term of the Lease Purchase Agreement will be the same as the PFC’s Loan Agreement with the rental payments to be paid by the District to the PFC under the Lease Purchase Agreement equal to the PFC’s principal and interest payments under the Loan Agreement; and .

WHEREAS, the Lease Purchase Agreement will include an option for the District to purchase the Property and Building from the PFC at the end of the term of the Lease Purchase Agreement for a nominal amount (typically \$1.00) and may include options for the District to pay off the Lease Purchase Agreement early to acquire full, unencumbered title to the Property and Building; and

WHEREAS, the Loan Agreement will provide for the PFC to assign its rights to the District’s lease payments under the Lease Purchase Agreement to Government Capital Corporation as security for the Loan Agreement; provided, however, in the event of a payment default by the District under the Lease Purchase Agreement, Government Capital Corporation will have the right to terminate the Lease Purchase Agreement and foreclose on the Property; and

WHEREAS, because the Loan Agreement is a limited recourse loan, the only remedy in the event of such default will be foreclosure on the Property and the Building and termination of the Lease Purchase Agreement, with the District being under no obligation to make the remaining payments under the Lease Purchase Agreement or Loan Agreement provided the District will be required to vacate the Property and the Building following such default and termination; and

WHEREAS, upon the termination of the Lease Purchase Agreement and conveyance of the Property and the Building to the District, the Board will conclude the affairs of the PFC in accordance with the PFC’s bylaws and terminate its existence.; and

WHEREAS, the City Council finds that the purchase of the Property pursuant to the Purchase and Sale Agreement, the Lease Purchase Agreement and the above-described transaction for the construction and financing of the Building is in the best interest of the District and the participating taxing units.

WHEREAS, the Chief Appraiser of the District delivered a copy of the District’s Resolution proposing the purchase of the Property and the construction and financing of the Building School and has requested on behalf of the District that the City Council approve the

District's purchase of the Property and the construction and financing of the Building in accordance with Texas Tax Code §6.051(b); and

WHEREAS, having considered the District's proposal and finding that the purchase of the Property and the design and construction of the Building by the District is in the best interest of the residents of the City, the City Council is in support of and approves the District's proposal;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THAT:

SECTION 1. The recitals set forth above are adopted as true and correct and incorporated herein.

SECTION 2. The purchase of the Property and the design and construction of the Building, the Purchase and Sales Agreement between the School and the District and the Lease Purchase Agreement between the District and the PF, all as set forth in the recitals herein, are hereby approved in accordance with Texas Tax Code §6.051(b).

SECTION 3. The action taken pursuant to this Resolution is found to have been taken on or before the 30th day after the Mayor received a copy of the District's Resolution proposing the purchase of the Property.

SECTION 4. The City Secretary is hereby authorized and directed to deliver a true and correct copy of this Resolution to the Chief Appraiser of the District not later than the tenth (10th) day after the date of approval of this Resolution.

SECTION 4. This Resolution shall be effective immediately upon its approval.

DULY RESOLVED AND ADOPTED by the City Council of the City of Seagoville, Texas, on this the 6th day of November, 2023.

CITY OF SEAGOVILLE, TEXAS

ATTEST:

Lackey Stepper Sebastian, Mayor

Sara Egan, City Secretary
APPROVED AS TO FORM:

Victoria Thomas, City Attorney



TO: Mayor and City Council
FROM: Christine Wirth, Support Services Manager
DATE: November 6, 2023
ITEM: 25
DESCRIPTION: Discuss and consider approving a Resolution authorizing the City Manager to enter into a Lease Agreement with Skybeam, LLC dba Rise Broadband; and approving the terms and conditions of the agreement.

INTRODUCTION

The purpose of this item is for the City of Seagoville, Host, to enter into a Lease Agreement with Skybeam, LLC dba Rise Broadband, Tenant, for leasing space on the Seagoville Water Tower at 101 N Watson, Seagoville, TX 75159.

BACKGROUND

The Lease Agreement is to provide rental space on the City Water Tower, 101 N Watson, Seagoville, TX 75159, with Rise Broadband equipment for a three-year period. The lease has rights to install, maintain, and operate wireless data and radio communications equipment at the Site. Host shall provide electricity, necessary to operate Tenant's equipment. The equipment shall remain the exclusive property of Tenant and shall not be considered fixtures. Host agrees the Tenant shall have 24/7 access to the site for the purpose of installing and maintaining the equipment.

The Term of this Agreement shall begin on the Commencement Date and shall continue for the Initial Term. This Agreement shall automatically renew for the Renewal Term unless either party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days prior to the end of the then-existing Term. Tenant may terminate this Agreement without further liability upon thirty (30) days prior written notice to Host due to (i) changes in local, state, or federal laws or regulations which adversely affect Tenant's ability to operate, or (ii) technical reasons. Upon expiration or termination of this Agreement for any reason, Tenant will remove its equipment within ninety (90) days and restore the site to its original condition, notwithstanding reasonable wear and tear.

This Agreement may be terminated immediately upon written notice by either Party if the other Party breaches the terms of this Agreement and fails to cure such breach. The Tenant has already completed the installation of their equipment due to previous contracts with the City and the Tenant.

The Tenant's use of the leased premises, Tenant shall pay to Host the monthly payment of \$300.00 on or before the 5th of each month during the term.



FINANCIAL IMPACT

Payment Terms are as follows: Tenant will pay the Host \$300.00 per month for rental space on the water tower.

RECOMMENDATION

It is the recommendation of the Police Department to enter into an Agreement with Rise Broadband.

ATTACHMENTS

1. Resolution
2. Lease Agreement

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH SKYBEAM, LLC A COLORADO LIMITED LIABILITY COMPANY DBA RISE BROADBAND APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN THE CITY OF SEAGOVILLE AND SKYBEAM, LLC DBA RISE BROADBAND WHICH IS ATTACHED HERETO REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Skybeam, LLC a Colorado limited liability company dba Rise Broadband (“Rise”) desires to enter into a lease agreement with the City of Seagoville by which Rise would lease space on the Seagoville Water Tower, located at 101 N Watson, Seagoville, TX 75159; and

WHEREAS, City staff recommend approval of the Lease Agreement with Skybeam LLC a Colorado limited liability company dba Rise Broadband;

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

SECTION 1. The City Council hereby approves the Lease Agreement with Skybeam LLC a Colorado limited liability company dba Rise Broadband attached hereto and incorporated herein by this reference as Exhibit “A” and authorizes the City Manager to execute the same.

SECTION 2. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Seagoville, Texas, on this the 6th of November 2023.

APPROVED:

Lakey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
4874-3065-2300, v. 1

EXHIBIT A
[Lease agreement with Skybeam dba Rise]

4874-3065-2300, v. 1

SITE NAME: TXE-SGO
HOST NAME: City of Seagoville, TX
SITE COORDINATES: Latitude: 32.638766 Longitude: -96.541259



LEASE AGREEMENT

COMMENCEMENT DATE:	March 1, 2023		
HOST:	City of Seagoville, TX		
Host Notice Address:	702 North Highway 175, Seagoville, TX 75159		
TENANT:	Skybeam, LLC a Colorado limited liability company dba Rise Broadband		
Tenant Notice Address:	61 Inverness Drive E, Suite 250 Englewood, CO 80112 Attn: Contract Administration		
PROPERTY:	Descriptor: Water Tower		
	Address: 101 N. Watson Street, Seagoville TX		
INITIAL TERM:	Three (3) years		
RENEWAL TERMS:	One (1) term of Three (3) years		
Monthly Rent:	\$300.00		
Complimentary Internet Account	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Include VoIP? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	# of Accounts: ____

THIS LEASE AGREEMENT (the "Agreement") is made as of the date of last signature, by and between Host and Tenant. Capitalized Terms used herein shall have the definition as set forth above or as otherwise defined herein. Host is the owner of the Property, which has a tower or similar structure (the "Structure") located thereon (the Property and the Structure are, collectively, the "Site"). Host did lease unto Tenant a portion of the Site for the purpose of constructing, operating, maintaining, and repairing radio communications facilities to provide broadband internet access. Tenant desires to use the Site for the purpose of installing, operating, and maintaining wireless communications equipment. In consideration of the mutual covenants, terms and conditions herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. LEASE.** Host does hereby lease to Tenant the exclusive right to install, maintain, and operate wireless data and radio communications equipment (the "Equipment") at the Site. Host shall provide ~~utilities, including~~ electricity, necessary to operate Tenant's Equipment. The Equipment shall remain the exclusive property of Tenant and shall not be considered fixtures. Host agrees that Tenant shall have 24/7 access to the Site for the purpose of installing and maintaining the Equipment, ~~and Host shall grant Tenant the necessary easement for means of access to the Site.~~ This Agreement shall "run with the land" and shall not be affected by any transfer of ownership or control of the Property and any successor owner of the Property shall assume the rights and obligations of this Agreement. Upon a change in ownership of the Property, a copy of document(s) evidencing such change and an IRS Form W-9 for the new owner shall be provided to Tenant within thirty (30) days of such transaction.
- 2. TERM.** The Term of this Agreement shall begin on the Commencement Date and shall continue for the Initial Term. This Agreement shall automatically renew for the Renewal Term(s) unless either party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days prior to the end of the then-existing Term. Tenant may terminate this Agreement without further liability upon thirty (30) days prior written notice to Host due to (i) changes in local, state, or federal laws or regulations which adversely affect Tenant's ability to operate, or (ii) technical reasons. Upon expiration or termination of this Agreement for any reason, Tenant will remove its Equipment within ninety (90) days and restore the Site to its original condition, notwithstanding reasonable wear and tear.
- 3. TERMINATION.** This Agreement may be terminated as follows:
 - 3.1.** If, after the Commencement Date, Tenant is unable to complete the installation of the Tenant Equipment due to technical issues or because it cannot obtain the required approvals from relevant federal, state, and local authorities, this Agreement shall ~~automatically~~ terminate immediately upon Tenant providing written notice to Host and the Parties shall have no further duties or obligations to one another hereunder.
 - 3.2.** Immediately upon written notice by either Party if the other Party breaches the terms of this Agreement and fails to cure such breach in accordance with Section 10 of this Agreement.

3.3. Immediately upon written notice by Tenant if Tenant is unable to obtain or maintain any governmental approvals necessary for the operation of Tenant's Equipment under this Lease.

3.4. Upon written notice by Tenant in accordance with Section 8 of this Agreement.

Upon termination of this Agreement for any reason, Tenant will remove the Tenant Equipment and restore the Site/Leased Premises to its original condition, notwithstanding reasonable wear and tear.

4. **PAYMENTS AND UTILITIES.** As consideration for Tenant's use of the Leased Premises, Tenant shall pay to Host the Monthly Payment listed in the table above on or before the 5th of each month during the Term.

Host shall provide and pay for the electrical services necessary to operate Tenant's Equipment. Host shall not be liable or responsible to Tenant for temporary power interruptions beyond Host's reasonable control. Tenant may install and maintain a temporary power source, such as a generator, in a location approved by Host for use during power interruptions.

5. **DUTIES OF TENANT.** Tenant agrees to: (i) construct, improve, maintain, upgrade, add and/or repair the Equipment, at its sole expense, and shall receive written permission from Host before modifications are made; (ii) maintain the portion of the Site where the Equipment is located in as good condition as reasonable use will permit; (iii) manage and operate the Equipment in a reasonable manner and conduct all its activities on the Site in compliance with all applicable laws; (iv) keep the Site free of mechanics and materialmen's liens, and (v) not cause measurable interference to the equipment of the Host, or if applicable, previously existing other tenants of the Site.

6. **DUTIES OF HOST.** Host agrees to: (i) permit Tenant or its agents, representatives, or employees to enter the Property at any time (i.e., full time access 24/7 365 days) to install, repair, upgrade, operate, inspect, alter, and maintain the Equipment; (ii) not use or permit the use of the Property in a manner which unreasonably interferes with the operations of Tenant, subject to the other provisions hereof; and (iii) maintain the Structure in good working condition and in compliance with all applicable laws or regulations, and (iv) to not allow any other wireless operators to operate on the Property. This would include wireless internet operators using any frequency either known or unknown including: the 900 MHz, 2.4 GHz, 3.5 GHz, 3.65 GHz, 5.5-9 GHz UNII, 11 GHz, 18 GHz and all other ISM bands. Further, Host warrants that it is either the owner of the Property, trustee of the Property, or otherwise has the due authority to enter into this Agreement.

7. **TITLE AND QUIET ENJOYMENT.** Host represents and warrants that Host is either the fee owner of the Property, trustee of the Property, or otherwise has the authority to enter into and execute this Agreement. Host further represents and warrants that there are no liens, judgments, or other title matters affecting Host's title to the Property and that there are no covenants, easements, or restrictions that prevent Tenant's use of the Leased Premises. Host covenants that Tenant shall have quiet enjoyment of the Leased Premises during the Term of this Agreement.

8. **CASUALTY OR CONDEMNATION.** In the event of damage by fire or other casualty to the Property or Leased Premises that materially impacts Tenant use of the Leased Premises, Rent shall abate during the period of repair following such casualty. If the damage cannot reasonably be expected to be repaired within thirty (30) days after the casualty or, that such damage may reasonably be expected to disrupt Tenant's operations at the Leased Premises for more than thirty (30) days, then Tenant may, at any time following such casualty, terminate this Agreement upon written notice to Host.

9. **INDEMNIFICATION.** To the extent allowed by applicable law, Host and Tenant each agree to indemnify, defend, protect and hold harmless the other party from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs, to the extent caused by or arising out of (i) the negligence or willful misconduct of the other party or its respective employees, agents and contractors or (ii) the breach of any obligation of the indemnifying party under this Agreement. Nothing contained herein shall be deemed to constitute a waiver of any governmental, sovereign, or official immunity or related defense of Host or its officers, officials, employees, and agents. This Section shall survive the expiration or termination of this Agreement.

10. **DEFAULT.** In the event there is a default by a party with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have thirty (30) days to cure any such default. If a party fails to cure such default, in addition to any other available remedies, the non-defaulting party may terminate this Agreement upon notice to the defaulting party. Notwithstanding anything to the contrary, Host must notify Tenant of any monetary default within twelve (12) months of the date on which such default took place. Notwithstanding anything to the contrary, neither party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure is due to an act of God or other circumstances beyond the reasonable control of the affected party.

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SITE NAME: TXE-SGO
HOST NAME: City of Seagoville, TX
SITE COORDINATES: Latitude: 32.638766 Longitude: -96.541259

11. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, SUCH PARTY'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT; AND PROVIDED FURTHER THAT THIS LIMITATION SHALL NOT RESTRICT EITHER PARTY'S RIGHT TO PROCEED FOR INJUNCTIVE RELIEF.
12. **NOTICES.** All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail or commercial courier with return or delivery receipt requested, sent to the notice address listed above or any other address that a party may designate from time to time.
13. **ASSIGNMENT.** Tenant shall have the right to assign or otherwise transfer this Agreement only with the written consent of ~~upon~~ written notice to Host. Upon such assignment, the assignee shall agree to accept all duties, liabilities, and obligations of Tenant under this Agreement and Tenant shall be relieved of all liabilities and obligations hereunder and Host shall look solely to the assignee for performance under this Agreement.
14. **MISCELLANEOUS.** This Agreement shall constitute the entire agreement between the Parties and supersedes all prior oral or written communications or agreements of the Parties with respect to the matters contained herein. Any waiver of any right included in this Agreement must be in writing and signed by the Party whose rights are being waived; the failure of either Party to enforce or seek enforcement of the terms of this Agreement following any default or breach shall not be construed as a waiver of such right. No change, amendment or modification of any provision of this Agreement shall be valid or binding on either Party unless set forth in a written instrument signed by both parties. The invalidity under applicable law of any provision of this Agreement shall not affect the validity of any other provision of this Agreement. This Agreement and the performance thereof shall be governed, interpreted, and regulated by the laws of the State in which the Property is located, without regard to such state's conflict of law provisions and the Parties agree that venue for any such action will be proper in the state courts of Dallas County, Texas and they agree to submit to the jurisdiction of said courts. This Agreement may be executed in counterparts (including by facsimile or authenticated electronic transmission), each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto execute this Agreement below and acknowledge that they have read, understand, and agree to uphold the terms and provisions above.

Tenant:
Skybeam, LLC dba Rise Broadband

Host:
City of Seagoville, TX

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: ~~Patrick Stallings~~Dennis K. Childress
Title: ~~City Manager~~Mayor
Date: _____

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TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: November 6, 2023
ITEM: 26
DESCRIPTION: Discuss and consider approving a Resolution awarding a bid contract to Meyson LLC for the construction of Bruce Central Park Pedestrian Bridge Removal and Replacement, in an amount not to exceed one hundred thousand five hundred ninety-nine dollars (\$116,599.00).

INTRODUCTION

The purpose of this item is to Award the bid Bruce Central Park Pedestrian Bridge Removal and Replacement.

BACKGROUND

The Bruce Central Park bridge partially collapsed on or about August 22, 2022 staff first looked and repairing the current bridge but cost was not within the city's budget. City council then approved a engineering contract with Garver on April 3, 2023, for Bruce Central Park Pedestrian Bridge Removal and Replacement. The bid was advertised in the Daily Commercial Record for two (2) consecutive weeks. Bids were received on October 25,2023 for the construction of Bruce Central Park Pedestrian Bridge Removal and Replacement. Nine (9) bids were submitted. After careful evaluation of the bids, it was determined that Meyson LLC was the lowest most responsible bid at \$116,599.00. This recommendation has been reviewed and approved by Garver, Inc., our consulting engineer for this project.

FINANCIAL IMPACT

Approved FY2024 Budget

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Resolution awarding bid to Meyson LLC
2. Garver, Inc recommendation letter
3. Bid Tabulation Sheet

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AWARDED A CONTRACT TO MEYSON, LLC FOR THE CONSTRUCTION OF BRUCE CENTRAL PARK PEDESTRIAN BRIDGE REMOVAL AND REPLACEMENT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTEEN THOUSAND FIVE HUNDRED NINETY NINE DOLLARS AND ZERO CENTS \$116,599.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City sought bids under Bid # 2024 PW 1 for the Bruce Central Park Pedestrian Bridge Removal and Replacement; and

WHEREAS, the City Council (Council or Engineer) determined that Meyson LLC has met all bid specifications and is the lowest responsible bidder; and

WHEREAS, Meyson LLC's bid for the construction of Bruce Central Park Pedestrian Bridge Removal and Replacement is in an amount not to exceed \$116,599.00; and

WHEREAS, the City Council has determined that award of the contract for construction of Bruce Central Park Pedestrian Bridge Removal and Replacement to Meyson LLC for a contract amount not to exceed \$116,599.00 is in the best interest of the citizens of Seagoville.

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

Section 1. The City Council of Seagoville, Texas hereby awards Meyson LLC the contract for the construction of Bruce Central Park Pedestrian Bridge Removal and Replacement, on the terms and conditions set forth in the bid documents and bid response, copies of which are attached hereto and incorporated herein as Exhibit "A", in an amount not to exceed \$116,599.00 and the City Manager is hereby authorized to negotiate and execute the contract and any and all necessary documents to complete the project.

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

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

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

DULY ORDERED by the City Council of the City of Seagoville on the 6th day of November, 2023.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney



3000 Internet Blvd
Suite 400
Frisco, TX 75034
TEL 972.377.7480
FAX 972.377.8380
www.GarverUSA.com

October 30, 2023

Mr. Chris Ryan
City of Seagoville
702 North Highway 175
Seagoville, TX 75159

Re: Bruce Central Park Pedestrian Bridge Removal and Replacement
Recommendation of Award

Dear Mr. Ryan:

Bids were received for the Bruce Central Park Pedestrian Bridge Removal and Replacement project at the Seagoville City Hall at 2:00 PM on October 25, 2023.

A total of 9 bids were received for the project. The apparent low bidder was Meyson LLC with a total corrected base bid of **\$116,599.00**. The second lowest bidder was Alltex Site Services with a total base bid of **\$159,463.00**. The third lowest bidder was RNO Construction with a total base bid of **\$165,600.00**. A bid tabulation is provided with this letter for additional reference.

Garver performed an evaluation of the lowest three bidders to determine if each bid was responsive and responsible. After reviewing each submission, it has been determined that all three low bidders submitted a **responsive** and **responsible** bid, each being lower than the Engineer's Opinion of Probable Cost (**\$232,645.00**), and met all necessary qualifications that would reflect they are a capable contractor and able to perform the work as stated in the contract.

LOWEST BIDDER

In review of the apparent lowest bid submitted by Meyson LLC, it is Garver's opinion that the bid is **responsive** and **responsible** with the bidding requirements. Meyson LLC did fully submit the required documentation and possesses the necessary experience required for this project as stated in the Instructions to Bidders. Garver made note that there was a discrepancy of \$4.00 between the submitted base bid total and the calculated base bid total. This error was found in Line Item #4 (60-inch CMP). The miscalculation was communicated with Meyson LLC, as the \$4.00 lowered their base bid total from \$116,603.00 to \$116,599.00. Meyson LLC agreed to the corrected amount.

The Instructions to Bidders 01 02 00, Part 1 states:

If the unit price and the extended total of any item are not in agreement, the unit price shall govern, and the extended total is corrected to conform thereto.

LOWEST BIDDER ACCEPTANCE

Therefore, Garver recommends that the project be awarded to Meyson LLC, the **lowest responsive** and **responsible** bidder, for the corrected base bid total of \$116,599.00

SECOND LOWEST BIDDER

In review of the second lowest bid submitted by Alltex Site Services, it is Garver's opinion that the bid is **responsive** and **responsible** with the bidding requirements. Alltex Site Services did fully submit the required documentation and possesses the necessary experience required for this project as stated in the Instructions to Bidders.

Therefore, if an agreement cannot be reached with Meyson LLC, Garver would recommend the City enter into agreement with Alltex Site Services, the **second lowest responsive** and **responsible** bidder.

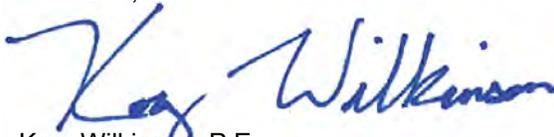
THIRD LOWEST BIDDER

In review of the third lowest bid submitted by RNO Construction, it is Garver's opinion that the bid is **responsive** and **responsible** with the bidding requirements. RNO Construction did fully submit the required documentation and possesses the necessary experience required for this project as stated in the Instructions to Bidders.

Therefore, if an agreement cannot be reached with Meyson LLC, or Alltex Site Services, Garver would recommend the City enter into agreement with RNO Construction, the **third lowest responsive** and **responsible** bidder.

Please call me if you have any questions.

GARVER, LLC



Kory Wilkinson, P.E.
Project Manager

Attachments: As-Read Bid Tabulation
 Corrected Bid Tabulation



TO: Mayor and City Council
FROM: Victoria Thomas, City Attorney
DATE: November 6, 2023
ITEM: 27
DESCRIPTION: Discuss and consider a Resolution approving the Second Amendment to the Stonehaven Development Agreement by and between Meritage Homes of Texas, LLC and the City of Seagoville; authorizing the City Manager to execute the same.

INTRODUCTION

The purpose of this agenda item is to amend the Agreement again to reflect the inclusion of additional public improvements to be financed by Assessments and to modify certain other terms as set forth the "Second Amendment".

BACKGROUND

On September 20, 2021, the City and the Developer entered into that certain Stonehaven Development Agreement relating to the development of a residential housing development on approximately 246.965 acres of real property within the City over which the City created the Stonehaven Public Improvement District to finance certain public improvements.

On December 19, 2022, the Developer and the City approved that certain First Amendment to the Stonehaven Development Agreement to modify the date by which the City must levy Assessments on property within the first phase of the development.

RECOMMENDATION

The Second Amendment is ready to be considered for approval.

ATTACHMENTS

1. Resolution
2. Second Amendment

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE SECOND AMENDMENT TO THE STONEHAVEN DEVELOPMENT AGREEMENT BY AND BETWEEN MERITAGE HOMES OF TEXAS, LLC AND THE CITY OF SEAGOVILLE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 20, 2021, the City Council of the City of Seagoville approved and the parties thereafter executed the Stonehaven Development Agreement (the “Agreement”) by and between Meritage Homes of Texas, LLC (“Developer”) and the City of Seagoville, relating to the development of a residential housing development on approximately 246.965 acres of real property within the City over which the City created the Stonehaven Public Improvement District to finance certain public improvements; and

WHEREAS, on December 19, 2022, the Developer and the City approved a First Amendment to the Stonehaven Development Agreement; and

WHEREAS, the Developer and the City now desire to further amend the Stonehaven Development Agreement; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve the requested Second Amendment to the Stonehaven Development Agreement and to authorize the City Manager to execute the same;

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

SECTION 1. The recitals set forth above are found to be true and correct and are incorporated herein.

SECTION 2. The City Council hereby approves the Second Amendment to the Stonehaven Development Agreement, by and between the Meritage Homes of Texas, LLC and the City of Seagoville, which is attached hereto and incorporated herein as Exhibit 1, and hereby authorizes the City Manager to execute the same.

SECTION 3. 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 4. If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such 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 5. 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 6th day of November 2023.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
4883-2471-9493, v. 1

Exhibit 1

[Second Amendment to Stonehaven Development Agreement]

**SECOND AMENDMENT TO THE STONEHAVEN DEVELOPMENT
AGREEMENT**

THIS SECOND AMENDMENT TO THE STONEHAVEN DEVELOPMENT AGREEMENT (this “Amendment”) is executed between the City of Seagoville, Texas (the “City”) and Meritage Homes of Texas, LLC a Texas limited liability company (the “Developer”) to be effective November 6, 2023. The City and the Developer are individually referred to as a “Party” and collectively as the “Parties”.

WITNESSETH

WHEREAS, on September 20, 2021, the City and the Developer entered into that certain Stonehaven Development Agreement (the “Agreement”) relating to the development of a residential housing development on approximately 246.965 acres of real property within the City over which the City created the Stonehaven Public Improvement District to finance certain public improvements; and

WHEREAS, on December 19, 2022, the Developer and the City approved that certain First Amendment to the Stonehaven Development Agreement (the “First Amendment”) to modify the date by which the City must levy Assessments on property within the first phase of the development; and

WHEREAS, the Developer and the City now desire to amend the Agreement again to reflect the inclusion of additional public improvements to be financed by Assessments and to modify certain other terms as set forth herein below (the “Second Amendment”);

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

The recitals are incorporated into this Second Amendment and are true and correct for all purposes.

Amendments

1. Recitals. The recitals in this Second Amendment are true and correct and are incorporated herein by reference.
2. Capitalized Terms. All capitalized terms used in this Second Amendment but not defined herein shall have the meaning assigned to such terms in the Agreement.
3. Amendments

(a) *The seventh WHEREAS clause shall be replaced in its entirety with the following:*

“WHEREAS, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, the City intends to levy Assessments on all benefitted property located within the PID and issue PID Bonds (as defined herein) up to a maximum aggregate principal amount of \$19,000,000 for payment or reimbursement of the Public Improvements included in the SAP; and”

(b) *Exhibit K – Amenities as attached to this Second Amendment is hereby added to the Agreement as attached hereto.*

(c) *Exhibit L- Roadway Improvements as attached to this Second Amendment is hereby added to the Agreement as attached hereto.*

(d) *The definition of “Development Standards” shall be amended and restated to read as follows:*

““Development Standards” means those building standards set forth in Exhibit D.”

(e) *The definition of “Reimbursement Cap” shall be amended and restated to read as follows:*

““Reimbursement Cap” means the total amount of reimbursement and/or payment to the Developer for the Public Improvement Project Costs from any source, including the proceeds of PID Bonds, or Assessment Revenues; such amount shall be no more than \$16,000,000. The Reimbursement Cap shall not include any costs paid by the City for oversizing of infrastructure, not paid from PID Bonds Proceeds or Assessments.”

(f) *The first sentence of Section 3.02(a) shall be deleted and replaced with the following:*

“Subject to the terms and conditions set forth in this Article III, the City intends to authorize the issuance of PID Bonds in one or more series (each to coincide with the Developer’s phased development of the Property) up to an aggregate principal amount of \$19,000,000 to reimburse the Public Improvements Project Costs.”

The remainder of Section 3.02(a) shall remain unchanged.

(g) *Section 3.02(d)(i) shall be deleted and replaced in its entirety with the following:*

a) The maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed \$19,000,000.

(h) *Section 6.06 is hereby added to the Agreement as set forth below:*

“6.06 Pump and Haul. To the extent that wastewater treatment service is required within the Property prior to sewer service is made available to the Property, the City agrees to allow the Developer to provide, as its expense, “pump and haul” service within the Property, if and in the manner allowed under Applicable Law, including applicable regulations of the Texas Commission on Environmental Quality, or to

make such other arrangements as are compatible with Applicable Law and regulations in order to adequately provide and address necessary wastewater treatment services as set forth herein. Such “pump and haul” services may begin on May 1, 2023 and continue through April 1, 2024.”

- (i) *Section 6.07 is hereby added to the Agreement as set forth below:*

“6.07 Early Building Permits.

- a) In order to facilitate the construction of homes within the Development, the City will accept house permit packages for review prior to completion of Public Improvements. The City will release building permits for all homes within a phase upon the construction or installation of the following for the applicable phase or completion of the applicable item below:

1. Paving of Entrance to Stonehaven Phase I completed.
2. Street paving within the phase completed sufficient to provide adequate emergency access to the phase, but sidewalks, ramps, and parkway irrigation and landscape are not required to be completed at time of early permit release; completion of satisfactory walk-through inspection of streets by the Public Works Department (streets must satisfy all public works requirements for streets, manholes, stormwater and drainage facilities, fire hydrants, inlets);
3. All wet utilities (Water, Sewer) installed, or, if pump and haul services are to be provided in accordance with Section 6.06 hereof, water utilities are installed and pump and haul services arranged for;
4. All storm water and drainage facilities installed, including any necessary detention pond(s) with required fencing (if applicable per City ordinance), but landscape and irrigation are not required to be completed at time of early permit release;
5. All onsite roadway signage installed;
6. Screening wall completed before any certificate of occupancy will be issued;
7. Retaining walls and flumes complete; a letter from an engineer bearing engineer’s seal/stamp and stating that all retaining walls are built according to engineering plans should be submitted;
8. Letter of understanding executed confirming agreement of parties that no Certificates of Occupancy (except those described in subsection b of this Section 6.07) will be issued until final plat has been filed;
9. All fire hydrants installed to include 5” Storz with caps;
10. Blue reflectors on street at fire hydrants;

11. Storm water labels on all storm inlets (City to provide labels);
 12. Videos of sewer and storm pipes have been provided to City's Public Works Director;
 13. Inlet protection for all storm inlets installed and compliance with City erosion standards obtained;
 14. SWPP protection installed throughout; and
 15. City has reviewed and approved building permit submittals and received all required fees for house construction."
- b) Upon completion of construction of one or more model homes within the Development in compliance with all City ordinances, codes and regulations, pursuant to City's normal inspection process, the City will issue a temporary certificate of occupancy ("C.O.") for each such model home, said C.O. to indicate that the structure may be occupied for model home/office use but not for residential use. For each model home, the temporary certificate of occupancy shall be effective from date of issue and will expire when the model home is removed from use as a model home/office. In order for the use of a model home to be converted and the model home sold as a residence, it must be brought into compliance with all applicable City ordinances, codes and regulations and, following application and City's standard inspection process, have a final certificate of occupancy issued for residential use.
- c) As will be noted in a letter of understanding, final certificates of occupancy for residential use will be issued upon City acceptance of the infrastructure improvements, as evidenced by the filed final plat, and the completion of the items referenced in Section 6.07(a)."
- (j) Section 6.08 is hereby added to the Agreement as set forth below:
- "6.08 Construction of Stark and Lasater Road. The Developer shall, at its sole cost and expense, construct the improvements to Stark Road and Lasater Road, as and to the extent depicted in Exhibit L, attached hereto and incorporated herein by this reference, to include removal of currently existing asphalt and other roadway materials. With regard to Exhibit L, the Developer agrees to design and construct the intersections at Stonegate Drive with a "no left turn" sign and center curb in Lasater Road to prevent traffic at these intersections creating a safety issue. The completion of the intersection of Stark Road and Lasater Road as shown on Exhibit L must be completed no later than June 1, 2025. Completion is final completion such that the improvements have achieved all technical and performance requirements set out in the construction documents and all punch list items have been completed. Developer shall pay City liquidated damages in the amount of \$250.00 per day for each day beyond June 1, 2025 until completion."
- (k) The first sentence of Section 7.10(a) shall be deleted and replaced with:

“The Public Improvement Costs, as set forth in Exhibit C, may be modified or amended from time to time upon the approval of the City Representative, provided that the total cost of the Public Improvements shall not exceed such amounts as set forth in the applicable SAP.”

4. Ratification. The Parties acknowledge and agree that, except as amended herein, the Development Agreement, as previously amended by the First Amendment thereto, is in full force and effect and is hereby ratified and confirmed. Notwithstanding the foregoing, in the event there is any conflict between the terms and provisions of the Development Agreement, as previously amended, and this Second Amendment, the terms and provisions of this Second Amendment shall control.

5. Severability. In case any one or more of the provisions contained in this Second Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Second Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6. Multiple Counterparts. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the Parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereof and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages. The City Manager of the City is hereby authorized to execute this Second Amendment on behalf of the City.

7. Entire Agreement. This Second Amendment contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any or all representations or modifications concerning this instrument shall be of no force and effect except for a subsequent modification in writing signed by the Parties hereto.

[SIGNATURE PAGES FOLLOW, REMAINDER OF THIS PAGE INTENTIONALLY LEFT
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IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed as of November 6, 2023.

CITY OF SEAGOVILLE, TEXAS

By: _____
Pat Stallings, City Manager

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM

Victoria Thomas, City Attorney

DEVELOPER:

MERITAGE HOMES OF TEXAS, LLC,

an Arizona limited liability company

By: _____

Name: _____

Title: _____

Date: _____

DEVELOPER:

MERITAGE HOMES OF TEXAS, LLC,

an Arizona limited liability company

By: _____

Name: Frank Su

Title: Vice President

Date: 10/31/23

EXHIBIT K

AMENITIES

1. Amenity Center Facility to include: restroom building, swimming pool, a children's pool area (enclosed in a wrought iron fence); shaded cabana, playground area ; an open play area separate from the playground; playground equipment; landscaping ; all to be maintained by the HOA;
2. A meandering all-weather internal trail system consisting of a four-foot wide sidewalk, designed and constructed to provide views of existing lake and other natural features; maintained by the Home Owners' Association when the trail is not located within a street right-of-way;
3. Open spaces to have four-foot wide sidewalks along street frontages, established grass groundcover, and two of the following features: park benches, shade structures, interior sidewalks, trees, water features or similar park type features;
4. Five-foot wide sidewalks constructed along Stark Road, Simonds Road, Lasater Road and Shannon Road at the same time as the pavement improvements;
5. Four-foot wide sidewalks constructed on both sides of all other streets unless otherwise shown on City-approved engineering plans;
6. Homeowners' Association (HOA) to maintain all open spaces and the Amenity Center;
7. Masonry screening walls where rear or side yards attach to the right-of-way of Stark, Lasater, and/or Simonds Roads;
8. Entry monuments located at major focal points of the community, to be owned and maintained by a Homeowner's Association; and
9. All landscaping will be maintained by the HOA.

4875-1492-4684, v. 1



TO: Mayor and City Council
FROM: Victoria Thomas, City Attorney
DATE: November 6, 2023
ITEM: 28
DESCRIPTION: Discuss and consider a Resolution accepting the amended and restated petition for and calling for a public hearing on the creation of Stonehaven Public Improvement District within the City of Seagoville.

INTRODUCTION

The purpose of this agenda item is to accept the amended and restated petition for and calling for a public hearing on the creation of Stonehaven Public Improvement District within the City of Seagoville.

RECOMMENDATION

Recommended for approval.

ATTACHMENTS

1. Resolution

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, CALLING FOR A PUBLIC HEARING ON THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT AND BEING LOCATED WITHIN THE CITY OF SEAGOVILLE

WHEREAS, the City of Seagoville, Texas (the "*City*"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "*Act*"), to create a public improvement district ("*PID*") within its corporate limits; and

WHEREAS, the City received a petition from the owner of approximately 247 acres within the corporate limits of the City (the "*Petitioner*"), requesting the establishment of a PID (to be known as the "Stonehaven Public Improvement District") (the "*District*") within the corporate limits of the City, such District to include the property described by metes and bounds in Exhibit A (the "*Property*"), each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the "*City Council*") received the Petition which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the District that is liable for assessment, and as such, the Petition complies with the Act; and

WHEREAS, on August 30, 2020, the City Council accepted the Petition and called a public hearing for September 20, 2021, on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located, in accordance with the Act; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on September 20, 2021; and

WHEREAS, the City Council opened and continued such public hearing on the advisability of the improvements and the creation of the District until September 20, 2021; and

WHEREAS, on September 20, 2021, the City Council approved by Resolution the creation of the "Stonehaven Public Improvement District" within the City; and

WHEREAS, construction costs relating to residential and commercial development have increased significantly since the creation of the District; and

WHEREAS, the City Council agrees that the developer of the District should be able to receive financing for increased costs relating to improvement areas for which assessments have not been levied; and

WHEREAS, the City Council has received an Amended and Restated Petition to Increase the Estimated Costs of the Improvements for the Stonehaven Public Improvement District (the “Amended Petition”) requesting the City to approve an amended creation resolution to increase the costs of the public improvements to be constructed in the District in phases for which assessments have not been levied from Meritage Homes of Texas, LLC and GRBK Edgewood, LLC, the record owners of taxable real property representing one hundred percent (“100%”) of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Kaufman County) in the District and the record owners of taxable real property that constitute 100% of all of the area of all taxable real property that is liable for assessment in the District (the “Petitioners”);

WHEREAS, the Petition, a copy of which is attached hereto as Exhibit A, has been examined, verified, and found to meet the requirements of Sections 372.005(a) and 372.005(b) of the Act and to be sufficient for consideration by the City Council; and

WHEREAS, the boundaries of the proposed PID are described in the Exhibit A to the Petition, said area for the PID being within the City; and

WHEREAS, the City Council accepts the Petition and desires to schedule a public hearing to consider the creation of the PID to finance the following public improvements: (i) street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) water, wastewater and drainage improvements and facilities, (iii) parks, trails and recreational facilities improvements; (iv) projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (v) acquisition of real property, interests in real property, or contract rights in connection with each Authorized Improvement; (vi) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (vii) payment of costs of establishing, administering, and operating the District, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (vii) above (collectively, the “Authorized Improvements”); These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

WHEREAS, the Petition, a copy of which is attached hereto as Exhibit A, has been examined, verified, and found to meet the requirements of Sections 372.005(a) and 372.005(b) of the Act and to be sufficient for consideration by the City Council; and

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

SECTION 1: That the City Council hereby accepts the Petition submitted to it by the Petitioners.

SECTION 2: That a public hearing is hereby scheduled at 6:30 P.M. on December 4, 2023, in the City Council Chamber at Seagoville City Hall, 702 North Highway 175, Seagoville, Texas 75159 to receive public comment on the creation of the PID in the area described in Exhibit A to the Petition, pursuant to the Act; and

SECTION 3: That notice of said hearing, in the substantially final form set forth in Exhibit 2 attached hereto, with such changes as may be approved by the City's counsel, shall be published in a newspaper of general circulation in the City and in a newspaper of general circulation in the City before the 15th day prior to the hearing as required by the Act; and

SECTION 4: That written notice, in the substantially final form set forth in Exhibit B attached hereto with such changes as may be approved by the City's counsel, shall be mailed to each property owner, as reflected on the tax rolls, of property subject to assessment within the PID, before the 15th day prior to the date set for the hearing; and

SECTION 5: That all of the above recitals are hereby found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein; and

SECTION 6: That if any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision; and

SECTION 7: That this Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

(a) *General Nature of the Authorized Improvements.* The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) water, wastewater and drainage improvements and facilities, (iii) parks, trails and recreational facilities improvements; (iv) projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (v) acquisition of real property, interests in real property, or contract rights in connection with each Authorized Improvement; (vi) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (vii) payment of costs of establishing, administering, and operating the District, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (viii) above; These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

- (b) *Estimated Costs of the Authorized Improvements and Apportionment of Costs.* The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is \$19,000,000. The City will pay no costs of the Authorized Improvements from funds other than assessments levied on property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.
- (c) *Boundaries of the District.* Approximately 247 Acres of Land within the City of Seagoville, Dallas County, Texas, Said Property Being Generally Located generally on the West side of Lasater between Simonds Road and Stark Road, approximately 1.5 miles North of Highway 175 and 1 mile South of Interstate 20. A metes and bounds description is available for inspection at the offices of the City Secretary at City Hall at 702 North Highway 175, Seagoville, Texas 75159. The boundaries of the District are set forth in Exhibit A attached hereto.
- (d) *Proposed Method of Assessment.* The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.
- (e) *Apportionment of Cost Between the District and the City.* The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the District and from other sources of funds available to the Petitioners.
- (f) *Management of the District.* The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- (g) *Advisory Board.* The District shall be managed without the creation of an advisory body.

SECTION 8. That the creation of the Stonehaven Public Improvement District is hereby confirmed, with the increased cost estimate, as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 9. This Resolution shall take effect upon its filing in the real property records of Kaufman County.

DULY RESOLVED by the City Council of the City of Seagoville, Texas, on the 6th day of November, 2023.

Lackey Stepper Sebastian
Mayor

ATTEST:

Sara Egan
City Secretary

STATE OF TEXAS §

COUNTY OF KAUFMAN §

Before me, the undersigned authority, on this day personally appeared Lackey Stepper Sebastian, Mayor of the City of Seagoville, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Resolution in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

Notary Public, State of Texas

[NOTARY STAMP]

EXHIBIT A Petition

AMENDED AND RESTATED PETITION TO INCREASE THE ESTIMATED COSTS OF THE IMPROVEMENTS FOR THE STONEHAVEN PUBLIC IMPROVEMENT DISTRICT

COMES NOW, Meritage Homes of Texas, LLC and GRBK Edgewood, LLC (collectively, the "Petitioners"), and hereby requests and petitions the City of Seagoville, Texas, a home-rule municipality (the "City"), to accept this Amended and Restated Petition to Increase the Estimated Costs of the Improvements for the Stonehaven Public Improvement District (this "Petition") for the Stonehaven Public Improvement District (the "District"), which was created by the City pursuant to a Resolution approved by the City on September 22, 2021 (the "Original Creation Resolution") under and pursuant to the provisions of Chapter 372, Texas Local Government Code (the "Act"), on the hereinafter described property situated within the corporate limits of the City. The Petitioners submit this Petition for the sole purpose of modifying the estimated costs of the Authorized Improvements, defined below in Section 1, and in support thereof respectfully show:

Section 1. General Nature of Proposed Improvements. The general nature of the proposed public improvements may include: (i) street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) water, wastewater and drainage improvements and facilities, (iii) parks, trails and recreational facilities improvements; (iv) projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (v) acquisition of real property, interests in real property, or contract rights in connection with each Authorized Improvement; (vi) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (vii) payment of costs of establishing, administering, and operating the District, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (vii) above (collectively, the "Authorized Improvements"); These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Costs. The estimated costs of the Authorized Improvements in the Original Creation Resolution were \$16,000,000. The Petitioners submit this Petition to increase the estimated costs of the Authorized Improvements to be approximately \$19,000,000.

Section 3. District Boundaries. The boundaries of the District are fully described in the Original Creation Resolution and in Exhibit A, which is attached hereto and made a part hereof for all purposes.

Section 4. Method of Assessment. The proposed method of assessment related to the costs of acquisition of the Authorized Improvements is to impose a special assessment to be paid in installments on all useable property within the District, net of any public right-of-way, according to the value of the property, without regard to the value of improvements on the property, or in any other manner that results in imposing equal shares of the cost on property similarly benefitted. A report will be prepared showing the special benefits accruing to property within the District and

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how the costs of the Authorized Improvements are assessed to property on the basis of special benefit received by the property from the Authorized Improvements.

Section 5. Apportionment of Costs. All costs incurred by the District shall be paid by the District, and there shall be no apportionment of costs between the District and the City as a whole. The City will not be obligated to provide any funds to finance the proposed improvements except from assessments generated by property within the District.

Section 6. Management of the District. Management and administration of the District shall be by the City. The City may contract from time to time with a private company for District administrative services.

Section 7. Consent and Request of Petitioners. The individuals executing this Petition are duly authorized to execute this Petition, and hereby consent to and request the increase of the estimated costs of the Authorized Improvements for the District.

Section 8. Advisory Board. An Advisory Board may be established to develop and recommend an improvement plan to the City Council of the City (the "Council"). Petitioners request that if the Council establishes an Advisory Board, that such Advisory Board should include representatives of the Petitioners or their designees.

Section 9. Standing of Petitioners. This Petition has been executed for and on behalf of (i) the owners of more than 50% of the taxable real property described in Exhibit A, representing all of the appraised value of taxable real property liable for assessment under this Petition as shown by the current roll of the Dallas County Appraisal District, and (ii) the record owners of more than 50% of the real property liable for assessment under this Petition, and shall be filed with the Secretary of the City. Petitioners own 100% of the property located in the District and liable for assessment.

WHEREFORE, PREMISES CONSIDERED, Petitioners pray that the Council:

(1) duly consider this Petition and adopt a Resolution finding (i) that this Petition complies with all legal requirements; (ii) that the proposed Authorized Improvements are necessary, advisable and will provide a public use and benefit to the City; and (iii) that the estimated costs of the improvements, the method of assessment and the apportionment of costs between the District and the City are reasonable and acceptable;

(2) call a public hearing, give notice thereof as required by law, and hold such hearing on the advisability of the Authorized Improvements specified in this Petition; and

(3) grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioners shall show themselves to be entitled.

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4863-8370-2403v.8 51928-67 10/31/2023

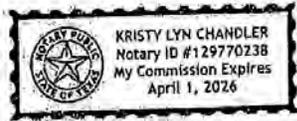
GRBK EDGEWOOD LLC,
a Texas limited liability company

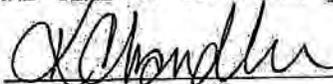
By: 
Name: Bobby L. Samuel, III
Title: Vice President

STATE OF TEXAS §
COUNTY OF Collin §

BEFORE ME, the undersigned authority, on this day personally appeared Bobby Samuel, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he/she acknowledged to me that he/she is the Vice President and duly authorized representative of GRBK EDGEWOOD, LLC, a Texas limited liability company, and that he/she executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9 day of October, 2023.




Notary Public, State of Texas
My Commission Expires: April 1, 2026

4863-8370-2403v.7 51928-67 10/6/2023

EXHIBIT A
Description of the District

4863-8370-2403v.8 51928-67 10/31/2023

EXHIBIT "A"

LEGAL DESCRIPTION

TRACT 1

BEING A 223.122 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, PLAT RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 33.33 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", ALL OF A 22.000 ACRE TRACT OF LAND, CONVEYED AS "TRACT 2", ALL OF A 13.75 ACRE TRACT OF LAND CONVEYED AS "TRACT 3", AND ALL OF AN 18.000 ACRE TRACT OF LAND CONVEYED AS "TRACT 4", TO RICHARD JONES AND GARY JONES, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800011184, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A", TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF LOT 3 OF THE NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID 223.122 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR A SOUTH CORNER OF SAID LOT ONE, BLOCK ONE AND THE COMMON EAST CORNER OF A 145.58 ACRE TRACT OF LAND CONVEYED TO PLATTER INVESTMENT COMPANY, AS RECORDED IN VOLUME 72196, PAGE 1744, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, (NO RECORD DOCUMENT FOUND);

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID LOT ONE, AND THE COMMON NORTHEAST LINE OF SAID 145.58 ACRE TRACT, A DISTANCE OF 2282.25 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID LOT ONE AND THE SOUTH CORNER OF A 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE

NO. 201100151442, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON SAID NORTHEAST LINE OF SAID 145.58 ACRE TRACT, FROM WHICH A 1/2" IRON ROD WITH CAP FOUND BEARS NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.89 FEET;

THENCE, ALONG THE NORTHWEST LINE OF SAID LOT ONE AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 38 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 589.13 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 51 DEGREES 51 MINUTES 50 SECONDS WEST, A DISTANCE OF 17.33 FEET;

NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 865.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID LOT ONE AND THE COMMON EAST CORNER OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION. SAID POINT BEING ON THE SOUTHWEST LINE OF AFORESAID "TRACT 3", FROM WHICH A 1/2" IRON ROD FOUND BEARS SOUTH 45 DEGREES 27 MINUTES 29 SECONDS EAST, A DISTANCE OF 82.55 FEET;

THENCE, NORTH 45 DEGREES 24 MINUTES 31 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION AND THE COMMON SOUTHWEST LINE OF SAID "TRACT 3", A DISTANCE OF 40.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION AND THE COMMON WEST CORNER OF SAID "TRACT 3". SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STARK ROAD, SAME BEING A 3.05 ACRE TRACT OF LAND CONVEYED TO THE COUNTY OF DALLAS, AS RECORDED IN VOLUME 222, PAGE 826, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 01 MINUTE 58 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID "TRACT 3" AND AFORESAID "TRACT 4", AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD, A DISTANCE OF 1339.81 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID "TRACT 4". SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 45 DEGREES 55 MINUTES 43 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID "TRACT 4", AFORESAID "TRACT 2", AND AFORESAID "TRACT 1", AND WITH SAID SOUTHEAST RIGHT-OF-WAY LINE OF LASATER

ROAD, A DISTANCE OF 2348.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID "TRACT 1" AND THE COMMON NORTH CORNER OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT 1" AND THE COMMON NORTHWEST LINE OF SAID 1.000 ACRE TRACT, PASSING AT A DISTANCE OF 198.89 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 213.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID 1.000 ACRE TRACT AND THE COMMON NORTH CORNER OF AFORESAID 41.267 ACRE "TRACT A" TRACT;

THENCE, ALONG THE NORTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 225.75 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 1.000 ACRE TRACT;

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 18.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 2.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOTT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3294, PAGE 563, DEED RECORDS, DALLAS COUNTY, TEXAS;

SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 495.00 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 2.000 ACRE TRACT;

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 191.93 FEET TO A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID 2.000 ACRE TRACT. SAID POINT BEING ON THE AFORESAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 49.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A 1.01 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN

COUNTY CLERK'S FILE NO. 201900029745, OFFICIAL PUBLIC RECORDS,
DALLAS COUNTY, TEXAS;

THENCE, ALONG THE EASTERLY LINE OF SAID 41.267 ACRE "TRACT A" TRACT,
THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG THE
NORTHWEST LINE OF SAID 1.01 ACRE TRACT AND A 1.012 ACRE TRACT
OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN
COUNTY CLERK'S FILE NO. 201000089821, OFFICIAL PUBLIC RECORDS,
DALLAS COUNTY, TEXAS, A DISTANCE OF 419.22 FEET TO A 3/4" IRON
ROD FOUND FOR THE WEST CORNER OF SAID 1.012 ACRE TRACT;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE
SOUTHWEST LINE OF SAID 1.012 ACRE TRACT, A DISTANCE OF 211.17
FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA
SURVEYING" SET FOR THE SOUTH CORNER OF SAID 1.012 ACRE TRACT.
SAID POINT BEING ON THE NORTHWEST LINE OF A 6.679 ACRE TRACT
OF LAND CONVEYED TO JERRY McFADDEN ANN CLAUDETTE McFADDEN,
AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS
COUNTY, TEXAS;

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID
NORTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 379.57
FEET TO A 1/2" IRON ROD FOUND FOR THE WEST CORNER OF SAID 6.679
ACRE TRACT;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE
SOUTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 349.67
FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA
SURVEYING" SET FOR THE SOUTH CORNER OF SAID 6.679 ACRE TRACT.
SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E.
SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID
NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, PASSING AT A
DISTANCE OF 89.58 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP
STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A TRACT
OF LAND OCCUPIED BY SAID DENNIS WOLFORD AND JANIS WOLFORD, (
NO DEED RECORD FOUND), AND CONTINUING IN ALL, A TOTAL
DISTANCE OF 558.43 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC
CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHEAST CORNER OF
SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON WEST CORNER
OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHEAST
LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID OCCUPIED TRACT, A DISTANCE OF 88.71 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT, AND THE COMMON NORTHWEST CORNER OF AFORESAID LOT 3 OF THE NABORS SUBDIVISION SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE NORTH LINE OF SAID LOT 3, THE COMMON SOUTH LINE OF SAID OCCUPIED TRACT AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 54 DEGREES 28 MINUTES 50 SECONDS EAST, A DISTANCE OF 39.89 FEET TO A POINT FOR CORNER;

NORTH 79 DEGREES 12 MINUTES 50 SECONDS EAST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 09 MINUTES 10 SECONDS EAST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 50.84 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID LOT 3 AND THE COMMON SOUTHEAST CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF AFORESAID E. SIMONDS ROAD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 25 MINUTES 51 SECONDS, A RADIUS OF 1366.30 FEET, AND A LONG CHORD THAT BEARS SOUTH 18 DEGREES 27 MINUTES 35 SECONDS EAST, A DISTANCE OF 224.64 FEET;

THENCE, THE EAST LINE OF SAID LOT 3 AND SAID WEST RIGHT-OF-WAY LINE, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 224.89 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 23 DEGREES 10 MINUTES 31 SECONDS EAST, A DISTANCE OF 97.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 25 DEGREES 09 MINUTES 44 SECONDS EAST, A DISTANCE OF 62.60 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID LOT 3 AND A COMMON NORTH CORNER OF A 2.24 ACRE TRACT OF LAND CONVEYED TO LOWELL SHERMAN AND BARBARA SHERMAN, AS

RECORDED IN VOLUME 99051, PAGE 4686, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 74 DEGREES 45 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2 AND THE COMMON NORTH LINE OF SAID 2.24 ACRE TRACT, A DISTANCE OF 41.27 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 3, A COMMON ANGLE POINT IN SAID 2.24 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, ALONG THE EASTERLY LINES OF SAID 25.486 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 49 MINUTES 06 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 2.24 ACRE TRACT, A DISTANCE OF 433.93 FEET TO A PK NAIL FOUND FOR THE WEST CORNER OF SAID 2.24 ACRE TRACT;

SOUTH 45 DEGREES 13 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 2.24 ACRE TRACT AND A 2.83 ACRE TRACT OF LAND CONVEYED TO CLYDE CARMAN, AS RECORDED IN COUNTY CLERK'S FILE NO. 200900225070, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 398.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, AND AN ANGLE POINT IN SAID SOUTHWEST LINE OF SAID 2.83 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 4.527 ACRE TRACT PASSING AT A DISTANCE OF 1787.41 FEET A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, THE COMMON NORTHWEST CORNER OF SAID 4.527 ACRE TRACT, A SOUTH CORNER OF AFORESAID 41.267 ACRE "TRACT A" TRACT, AND THE COMMON NORTHEAST CORNER OF A 0.886 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, DEED RECORDS, DALLAS COUNTY, TEXAS, AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 0.886 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 2163.03 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR A SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTHWEST CORNER OF SAID 0.886 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF A 0.46 ACRE TRACT OF LAND

CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 41.267 ACRE "TRACT A" TRACT AND SAID 0.46 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 35.76 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR AN INTERIOR ELL CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON EAST CORNER OF SAID 0.46 ACRE TRACT;

NORTH 43 DEGREES 03 MINUTES 15 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WESTERN MOST SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTH CORNER OF SAID 0.46 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF AFORESAID LOT ONE, BLOCK ONE;

THENCE, ALONG THE SOUTHERLY LINES OF SAID LOT ONE, BLOCK ONE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 46 DEGREES 56 MINUTES 45 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID LOT ONE AND THE COMMON NORTHWEST LINE OF SAID 0.46 ACRE TRACT, PASSING AT A DISTANCE OF 7.90 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 82.73 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHEAST CORNER OF AFORESAID TEXAS POWER & LIGHT COMPANY TRACT, (NO RECORD DOCUMENT FOUND);

NORTH 59 DEGREES 54 MINUTES 53 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A DISTANCE OF 125.04 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTH CORNER OF SAID TEXAS POWER & LIGHT COMPANY TRACT;

SOUTH 43 DEGREES 19 MINUTES 07 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A DISTANCE OF 82.65 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 9,719,193 SQUARE FEET OR 223.122 ACRES OF LAND.

TRACT 2

BEING A 22.791 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A 1.098 ACRE TRACT OF LAND CONVEYED AS "TRACT B" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND ALL OF A 21.916 ACRE TRACT OF LAND CONVEYED AS "TRACT B" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 22.791 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP FOUND FOR THE WEST CORNER OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON SOUTH CORNER OF A 0.46 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 129.052 ACRE TRACT OF LAND CONVEYED TO CHARLOTTE LEE TAYLOR, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070095728, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON SOUTHEAST LINE OF SAID 0.46 ACRE TRACT, A DISTANCE OF 53.08 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTH CORNER OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON WEST CORNER OF A 0.886 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 68 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 1.098 ACRE "TRACT B" TRACT AND AFORESAID 21.916 ACRE "TRACT B" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID 0.886 ACRE TRACT AND A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 2356.14 FEET TO A 1/2" IRON ROD FOUND FOR A NORTHEAST CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 4.527 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 2.07 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED VOLUME 3844, PAGE 413, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 21.916 ACRE "TRACT B" TRACT AND SAID 2.07 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 43 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 21.916 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 2.07 ACRE TRACT;

SOUTH 45 DEGREES 12 MINUTES 26 SECONDS EAST, A DISTANCE OF 300.20 FEET TO A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON SOUTH CORNER OF SAID 2.07 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND SAID NORTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 540.59 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 21.916 ACRE "TRACT B" TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF THE REMAINDER OF A 10.0 ACRE TRACT OF LAND CONVEYED TO O.D. OGLETREE AND WIFE, BILLIE OGLETREE, AS RECORDED IN VOLUME 240, PAGE 856, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 38 MINUTES 27 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTHEAST LINE OF SAID REMAINDER 10.0 ACRE TRACT AND A 3.33 ACRE TRACT OF LAND CONVEYED TO J.R. YARBROUGH, AS RECORDED IN VOLUME 92202, PAGE 1127, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1067.71 FEET TO A 1/2" IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTH CORNER OF SAID 3.33 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 04 MINUTES 12 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTHWEST LINE OF SAID 3.33 ACRE TRACT, A DISTANCE OF 399.93 FEET TO A 1/2" IRON PIPE FOUND FOR AN EXTERIOR ELL CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON WEST CORNER OF SAID 3.33 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 129.052 ACRE TRACT;

THENCE, NORTH 44 DEGREES 57 MINUTES 39 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND AFORESAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON NORTHEAST LINE OF SAID

129.052 ACRE TRACT, A DISTANCE OF 1393.95 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 992,774 SQUARE FEET OR 22.791 ACRES OF LAND.

TRACT 3

BEING A 1.052 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND OCCUPIED BY DENNIS WOLFORD AND JANIS WOLFORD, (NO RECORD DOCUMENT FOUND). SAID 1.052 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID OCCUPIED TRACT AND A COMMON SOUTH CORNER OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON SOUTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, A DISTANCE OF 468.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON SOUTH CORNER OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS, BEARS NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, A DISTANCE OF 89.58 FEET;

THENCE, ALONG THE EASTERLY LINES OF SAID OCCUPIED TRACT AND THE COMMON WESTERLY RIGHT-OF-WAY LINES OF SAID E. SIMONDS ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 03 MINUTES 28 SECONDS WEST, A DISTANCE OF 116.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 09 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 87.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 12 DEGREES 50 MINUTES 38 SECONDS EAST, A DISTANCE OF 160.03 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHEAST CORNER OF LOT 3 OF NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE COMMON LINES OF SAID OCCUPIED TRACT, SAID LOT 3, AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 71 DEGREES 49 MINUTES 50 SECONDS WEST, A DISTANCE OF 50.84 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 09 MINUTES 10 SECONDS WEST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

SOUTH 79 DEGREES 12 MINUTES 50 SECONDS WEST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 28 MINUTES 50 SECONDS WEST, A DISTANCE OF 39.89 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST CORNER OF SAID LOT 3. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, NORTH 45 DEGREES 30 MINUTES 30 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, A DISTANCE OF 88.71 FEET TO **THE POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 45,834 SQUARE FEET OR 1.052 ACRES OF LAND.

EXHIBIT B

NOTICE OF PUBLIC HEARING OF THE CITY OF SEAGOVILLE, TEXAS TO CONSIDER THE ADVISABILITY OF THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO MAKE CERTAIN IMPROVEMENTS OVER CERTAIN PROPERTY LOCATED WITHIN THE CITY.

NOTICE IS HEREBY GIVEN THAT the City Council (the “City Council”) of the City of Seagoville, Texas (the “City”), pursuant to Chapter 372 of the Texas Local Government Code, as amended (the “Act”), will hold a public hearing at 6:30 p.m. on December 4, 2023, in the City Council Chamber at Seagoville City Hall, 702 North Highway 175, Seagoville, Texas 75159 for the purpose of considering the establishment by the City of a public improvement district to be located within the extraterritorial jurisdiction of the City.

In accordance with the Act, the City Council has received a petition (the “Petition”) from certain property owners within the extraterritorial jurisdiction of the City (the “Petitioners”), that requests the establishment of a public improvement district (the “PID”). The Petition and the legal description of the property to be included in the PID are on file and open for public inspection in the office of the City Secretary at 702 North Highway 175, Seagoville, Texas 75159. The public hearing is being held with respect to the advisability of creating the PID and the improvements to be made therein.

GENERAL NATURE OF THE AUTHORIZED IMPROVEMENTS: The general nature of the proposed public improvements may include: (i) street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) drainage improvements and facilities, (iii) parks, trails and recreational facilities improvements; (iv) projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (v) acquisition of real property, interests in real property, or contract rights in connection with each Authorized Improvement; (vi) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (vii) payment of costs of establishing, administering, and operating the District, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (viii) through (viii) above (collectively, the “Authorized Improvements”); These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

ESTIMATED COST OF THE AUTHORIZED IMPROVEMENTS: The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is \$19,000,000 plus the annual cost of operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.

PROPOSED METHOD OF ASSESSMENT: The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.

PROPOSED APPORTIONMENT OF COSTS BETWEEN THE CITY AND THE PID: The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the PID and from other sources of funds available to the Petitioners.

BOUNDARIES OF THE PROPOSED PID: Approximately 247 acres of land within the City of Seagoville, Dallas County, Texas, being generally located on the West side of Lasater between Simonds Road and Stark Road, approximately 1.5 miles North of Highway 175 and 1 mile South of Interstate 20. A metes and bounds description is available for public inspection at the office of the City Secretary at City Hall at 702 North Highway 175, Seagoville, Texas 75159.

All interested persons are invited to attend such public hearing to express their views with respect to the establishment of the PID and the Authorized Improvements to be made therein.

This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

THE CITY OF SEAGOVILLE, TEX

Exhibit B-2