



# City of Seagoville Meeting Agenda City Council

City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159

Monday, January 22, 2024	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.

### **EXECUTIVE SESSION**

3. The City Council will convene into executive session pursuant to Texas Govt. Code section 551.071 – Consultation with Attorney, to seek legal advice about:
  - (1) Zoning regulations and procedures governing the adoption of zoning amendments.
  - (2) A proposed standard form License and Use Agreement for use by and between the City and youth sports associations.
  - (3) Pending litigation, to-wit: Seagoville Residents Association v. City of Seagoville and Target Builders, LLC, Cause No. DC-23-20340 in the 134th Judicial District Court of Dallas County, Texas.

### **WORK SESSION**

4. Take any necessary action as a result of Executive Session.
5. Adjourn.

**REGULAR SESSION – 7:00 PM**

- 6. Call to Order**
- 7. Invocation**
- 8. Pledge of Allegiance**
- 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 City Council meeting minutes: December 18, 2023.**
- 12. Consider a Resolution approving Work Order No. 13 for professional development plan review services on a defined scope of services basis with Garver, LLC. for the purpose of providing engineering services for on-call engineering services in an amount not to exceed \$90,000.00; and authorizing the City Manager to sign.**

**Public Hearing**

- 13. Conduct a public hearing and consider an Ordinance approving a request for a Special Use Permit (SUP No. 01-2024) for a Tobacco Shop, for property located at 110 N. US Highway 175, Unit 104, Seagoville, Dallas County, Texas.**
- 14. Conduct a public hearing and consider an Ordinance approving a zoning change from the Agricultural District (AG) to a Planned Development Zoning District (PD No. 01-2024) with a base zoning of Light Manufacturing (PD-LM), for property located at 1616 Bowers Road, 612 Environmental Way, and 648 Environmental Way, Seagoville, Dallas County, Texas.**
- 15. Conduct a public hearing and consider an Ordinance approving a zoning change from Commercial (C) to Planned Development (PD No. 02-2024) with a base zoning of Commercial (PD-C), on approximately 5.575 acres, described as being a portion of Tract 16, of the Robert Kleberg Abstract 716 Page 827 commonly known as 3115 North Highway 175, Seagoville, Dallas County, Texas.**

**Regular Agenda**

- 16. Discuss and consider approval of a City of Seagoville standard form License and Use Agreement to be used for use of City sports facilities by any youth sports association or group.**
- 17. Conduct an interview with a board applicant and consider an appointment to fill a vacancy to the Board of Adjustments, Place 3, with a term expiring June 30, 2024.**
- 18. Discuss and consider a Resolution casting a vote for the Fourth Member of the Board of Directors of the Dallas County Central Appraisal District.**

**19. Discuss and consider a Resolution ordering the General Election to be held on May 4, 2024, for the purpose of electing persons to the offices of Councilmember Places 1, 3, and 5; authorizing a Joint Election with Other Dallas County Political Subdivisions; authorizing the City Manager to execute an Election Services Contract with Dallas County; providing for a Runoff Date; and providing an effective date.**

**(Spanish/ Español)**

DISCUTIR Y CONSIDERAR UNA RESOLUCIÓN DEL AYUNTAMIENTO DE LA CIUDAD DE SEAGOVILLE, TEXAS, QUE ORDENA UNA ELECCIÓN GENERAL QUE SE LLEVARÁ A CABO EL 4 DE MAYO DE 2024, CON EL PROPÓSITO DE ELEGIR PERSONAS PARA LOS CARGOS DE CONCEJALES EN LOS LUGARES 1, 3 Y 5; AUTORIZAR UNA ELECCIÓN CONJUNTA CON OTRAS SUBDIVISIONES POLÍTICAS DEL CONDADO DE DALLAS; AUTORIZAR AL ADMINISTRADOR DE LA CIUDAD A EJECUTAR UN CONTRATO DE SERVICIOS ELECTORALES CON EL CONDADO DE DALLAS; ESTABLECER UNA FECHA DE ELECCIÓN DE SEGUNDA VUELTA; Y PROPORCIONAR UNA FECHA DE ENTRADA EN VIGOR.

**(Vietnamese/ Tiếng Việt)**

NGHỊ QUYẾT CỦA HỘI ĐỒNG THÀNH PHỐ THÀNH PHỐ SEAGOVILLE, TEXAS, RA LỆNH MỘT CUỘC TỔNG TUYỂN CỬ VÀO NGÀY 4 THÁNG 5 NĂM 2024, NHẪM MỤC ĐÍCH BẦU CỬ RA NHỮNG NGƯỜI NẪM GIỮ CÁC CHỨC VỤ ỦY VIÊN HỘI ĐỒNG VỊ TRÍ SỐ 1, 3 VÀ 5; CHO PHÉP BẦU CỬ CHUNG VỚI CÁC PHÂN VIÊN CHÍNH TRỊ KHÁC CỦA QUẬN DALLAS; ỦY QUYỀN CHO VIÊN CHỨC QUẢN LÝ THÀNH PHỐ THỰC HIỆN HỢP ĐỒNG DỊCH VỤ BẦU CỬ VỚI QUẬN DALLAS; QUY ĐỊNH NGÀY BẦU CỬ CHUNG CUỘC; VÀ CUNG CẤP NGÀY CÓ HIỆU LỰC.

**20. 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.

**21. Discuss future agenda items.**

**22. 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 18<sup>th</sup> day of January 2024, by 5 p.m.

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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)



TO: Mayor and City Council  
FROM: Sara Egan, City Secretary  
DATE: January 22, 2024  
ITEM: 11  
DESCRIPTION: Consider approving the City Council meeting minutes: December 18, 2023.

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**RECOMMENDATION**

Recommend approval of the meeting minutes.

**ATTACHMENTS**

1. December 18, 2023 Minutes



# City of Seagoville

## Meeting Minutes

### City Council

City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159

Monday, December 18, 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, December 18, 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.**

There were no questions regarding the consent agenda.

Purchasing Agent Steven Daggs briefed City Council on item 17.

Zach Little from P3 Works briefed City Council on item 18.

##### **3. Discuss a proposed community engagement event.**

City Secretary Sara Egan provided a presentation. City Attorney clarified a notice of potential quorum would be posted and that City Council could converse among each other as well as the public. City Council requested to have one of the events later in the day.

##### **4. Adjourn**

Mayor Sebastian adjourned the Work Session at 6:40 p.m.

#### **REGULAR SESSION – 7:00 PM**

##### **5. Call to Order**

Mayor Sebastian called the meeting to order at 7:00 p.m.

##### **6. Invocation**

Mayor Pro Tem Magill led the invocation.

##### **7. Pledge of Allegiance**

City Council led the pledge of allegiance.

##### **8. Mayor's Report**

- The Oyster Bar Restaurant next to Ace Hardware is now open.
- Golden Chick anticipates their opening in January of 2024.
- Staff held a pre-construction meeting with Meritage Homes for Phase 3 which includes 156 residential lots near Stark and Lasater Rd.
- Mayor and Staff met with TXDOT regarding repair needs for Malloy Bridge and Segment C of Loop 9.
- City Facilities will be closed December 25-26 and January 1-2.

## 9. Citizen's Comments

No one signed up to speak.

## Consent Agenda

Mayor Pro Tem Magill made a motion to approve Consent Agenda items 10-16, seconded by Councilmember Grimes. The motion passed by a unanimous vote (5/0).

### 10. Consider approving the City Council meeting minutes: December 4, 2023.

### 11. Consider an Ordinance amending the Code of Ordinances at Chapter 11 "Health and Sanitation", Article 11.02 "Food and Food Establishments," at section 11.02.004 "Definition"; providing a savings clause; providing for a severability 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.

Ordinance No. 36-2023

### 12. Consider an Ordinance amending the Master Fee Schedule relating to fees for Fire Inspections required for mobile food vendors; and providing an effective date.

Ordinance No. 37-2023

### 13. Consider a Resolution approving a Professional Services Agreement with Tyler Technologies Inc, providing for a one-time professional services charge of one hundred fifty-four thousand two hundred fifty-three dollars and zero cents (\$154,253.00) in year one and an annual software services fee of seventy-eight thousand seven hundred twenty-four dollars and zero cents (\$78,724.00) for each of three years of the initial term; authorizing the City Manager to execute the agreement and all necessary documents and to disburse the funds required.

Resolution No. 100-R-2023

### 14. Consider a Resolution authorizing the Mayor to execute an Interlocal Cooperation Agreement with Kaufman County relating to land use regulation authority in the City's extraterritorial jurisdiction; and providing an effective date.

Resolution No. 101-R-2023

### 15. Consider a Resolution authorizing the purchase of an angle broom and a stump grinder for a total purchase price not to exceed twenty six thousand eight hundred eight dollars and twenty four cents (\$26,808.24) from Associated Supply Company, Inc.; and authorizing the City Manager to execute all necessary documents and disburse the funds for said purchase.

Resolution No. 102-R-2023

### 16. Consider a Resolution authorizing the purchase of a Kubota RTV at a purchase price not to exceed eighteen thousand one hundred fifty nine dollars and forty cents (\$18,159.40) from Deen Kubota, LLC, authorizing the City Manager to execute all necessary documents and disburse the funds for said purchase.

Resolution No. 103-R-2023

## Regular Agenda

### 17. Discuss and consider a Resolution authorizing the City Manager to sign a Master Intergovernmental Cooperative Purchasing Agreement with the Equalis Group LLC, a Delaware Limited Liability Company; and providing an effective date.

Purchasing Agent Steven Daggs answered questions regarding the bid process. Councilmember Hernandez made a motion to approve item 17, seconded by Mayor Pro Tem Magill. The motion passed by a unanimous vote (5/0).

Resolution No. 104-R-2023

**18. Discuss and consider approval of the Seagoville, Texas Santorini Public Improvement District Improvement Area #1 and Major Improvements Reimbursement Agreement.**

Mayor Pro Tem Magill made a motion to approve item 18, seconded by Councilmember Howard. The motion passed by a unanimous vote (5/0).

**19. Items of community interest and councilmember reports.**

Mayor Pro Tem Magill commended Animal Services regarding a stray dog service call. Councilmember Epps encouraged everyone to visit the recently opened Oyster Bar.

**20. Discuss future agenda items.**

Councilmember Hernandez requested an update regarding mobile food units, related services, and impacts.

**21. Adjourn**

There being no further business before the City Council, the meeting adjourned at 7:08 p.m.

APPROVED:

ATTEST:

\_\_\_\_\_  
Lackey Stepper Sebastian, Mayor

\_\_\_\_\_  
Sara Egan, City Secretary



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: January 22, 2024

ITME: 12

DESCRIPTION: Discuss and consider approving a resolution of the City Council of the City of Seagoville, Texas, approving a Work Order No. 13 for professional development plan review services on a defined scope of services basis with Garver, LLC. for the purpose of providing engineering services for on-call engineering services in an amount not to exceed \$90,000.00; authorizing the city manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date.

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## **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 \$90,000.00 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 \$90,000.00.

**RECOMMENDATION**

Staff recommends approval of the proposed agreement.

**ATTACHMENTS**

1. Resolution
2. Work Order #13

**THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING WORK ORDER NO. 13, 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. 2400141, FOR COMPENSATION IN A TOTAL AMOUNT NOT TO EXCEED \$90,000.00; 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 13 under the Master Agreement, under which Garver, LLC would provide on-call development plan review services, Project No. 2400141, for total compensation not to exceed \$90,000.00; and,

**WHEREAS**, the City Council for the City of Seagoville, Texas has reviewed the proposed Work Order No. 13 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 SEAGOVILLE, TEXAS:**

**SECTION 1.** Work Order No. 13 with Garver, LLC., for provision of on-call development plan review services, , Project No. 2400141, 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 \$90,000.00 is approved, and the City Manager is authorized to execute the Work Order No. 13 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 22<sup>nd</sup> day of January, 2024.

**APPROVED:**

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Lackey Stepper Sebastian, Mayor

**ATTEST:**

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Sara Egan, City Secretary

**APPROVED AS TO FORM:**

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Victoria Thomas, City Attorney

**EXHIBIT A**  
**[Work Order No. 13 with Garver, LLC]**



**WORK ORDER NO. 13**  
**City of Seagoville**  
**Development Plan Review Services**  
**Project No. 2400141**

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 (up to 1 per project).
    - a. Additional meetings may not be covered by the review fee described in Section 2 – Payment, and may result in GARVER sending the Owner a summary of charges which will be relayed to the Developer as an additional charge to the original review fee. This will include mileage and time to attend additional meetings.
  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 **\$90,000**. 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
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\*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 **\$90,000.00**. 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 (2<sup>nd</sup>, 3<sup>rd</sup>, 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: \_\_\_\_\_  
*Signature*

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

Name: Lance Klement  
*Printed Name*

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

Title: North Texas Water Team Leader

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

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



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

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



TO: Mayor and City Council  
FROM: Bill Medina, Director of Community Development  
DATE: January 22, 2024  
ITEM: 13  
DESCRIPTION: Conduct a public hearing and consider an Ordinance approving a request for a Special Use Permit (SUP No. 01-2024) for a Tobacco Shop, for property located at 110 N. US Highway 175, Unit 104, Seagoville, Dallas County, Texas.

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### **INTRODUCTION**

Consider approving a Special Use Permit along for a tobacco shop at 110 N. US Highway 175.

### **BACKGROUND**

The subject property is currently within the LR (Local Retail) Zoning District. The applicant is requesting a Special Use Permit (SUP) for a Tabacco Shop. The proposed business hours will be seven days a week from 9am-9pm.

### **FINANCIAL IMPACT**

N/A

### **RECOMMENDATION**

The Planning and Zoning Commission recommended approval of the request.

### **ATTACHMENTS**

1. Ordinance
2. Application

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

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

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS PREVIOUSLY AMENDED, BY CHANGING THE ZONING FROM "LR" LOCAL RETAIL TO "LR-SUP" LOCAL RETAIL WITH A SPECIAL USE PERMIT (SUP NO. 01-2024) TO ALLOW FOR A TOBACCO SHOP USE IN UNIT 104 ON AN APPROXIMATELY 0.879 ACRES TRACT SITUATED IN THE JOHN D. MERCHANT SURVEY, ABSTRACT 850, AND BEING ALL OF LOT 3A OF THE REPLAT OF LOT 3, SEAGOVILLE PLAZA ADDITION, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AS DESCRIBED AND DEPICTED IN ATTACHED EXHIBIT "A"; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Planning and Zoning Commission of the City of Seagoville and the City Council of the City of Seagoville, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Seagoville is of the opinion and finds that a zoning change should be granted and that the Comprehensive Zoning Ordinance and Map should be amended; Now, Therefore,

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and map of the City of Seagoville, Texas, as previously amended, be, and the same are hereby amended by changing the zoning from "LR" Local Retail to "LR-SUP" Local Retail with a Special Use Permit to

allow for tobacco shop use, subject to special conditions, IN Unit 104 on approximately 0.879 acres situated in the John D. Merchant Survey, Abstract 850, and being all of lot 3A of the Replat of Lot 3, Seagoville Plaza Addition, in the City of Seagoville, Dallas County, Texas, as more fully described and depicted in Exhibit “A” attached hereto and incorporated herein by this reference and being commonly known as 110 N. US 175, Unit 104, Seagoville, Texas (the “Property”).

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

1. The tobacco shop’s operating hours shall be from 9:00 a.m. to 9:00 p.m. seven days a week.
2. A wall sign that complies with Exhibit “B” attached hereto and incorporated herein by this reference shall be allowed on the Property for Unit 104.

**SECTION 3.** The Property shall be used, developed and maintained only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and as amended herein, and the development, use, and maintenance of the Property shall be in accordance with building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein.

**SECTION 4.** 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 5.** 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 6.** Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 22<sup>nd</sup> day of January, 2024.

**APPROVED:**

---

**LACKEY STEPPER SEBASTIAN, MAYOR**

**ATTEST:**

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**SARA EGAN, CITY SECRETARY**

**APPROVED AS TO FORM:**

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**VICTORIA THOMAS, CITY ATTORNEY**

4890-5978-6142, v. 1

**EXHIBIT A**  
**[Legal Description and Survey]**

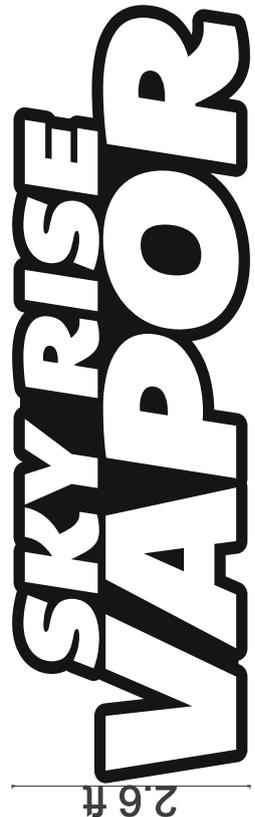




**EXHIBIT B**  
**[Wall Sign]**

**front-lit Channel letters w/ LED illumination - Individually Mounted Letters on wireway w/ cloud - Skyrise Vapor - Mesquite - TX**

elevation: North 8.9 ft store front: 18 ft long x 20 ft tall

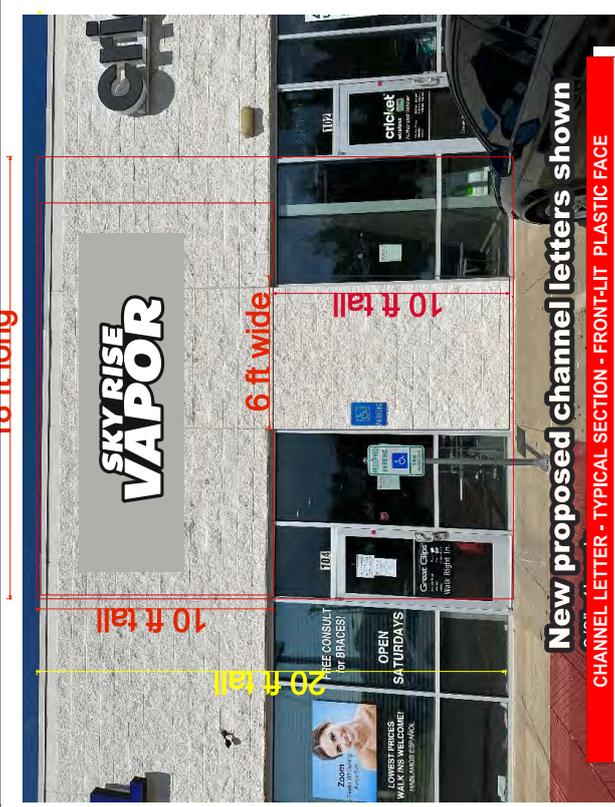


**A** Front-Lit, Plex-Face Channel Letters w/ LED, Individually Mounted • Front View  
SCALE: 0/0" = 1' 0" • For Production / For Presentation

**INTERNALLY ILLUMINATED PLASTIC FACE CHANNEL LETTERS**

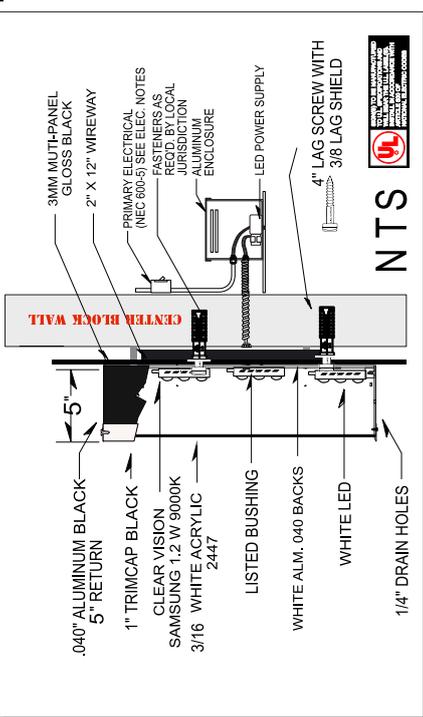
**QUANTITY: ONE (1)**  
**Overall Height: 2.60 ft**    10% of store front with out windows  
**Overall Length: 8.90 ft**    240 sq.ft x 10% = 24 sq.ft  
**Total Sq.Ft.: 23.14 ft<sup>2</sup>**  
**Returns: 5" Black**  
**Cloud : 3MM Gloss Black**  
**Face: White 3/16 # 2447 ov**  
**Trim: 1" Black**

**Illumination:** CLEAR VISION SAMSUNG 1.2 W 9000K  
**NOTES:** LED Transformer 120VAC 50/60Hz, 60WATTS, 5A  
 • Individually Mounted on a black cloud with channel letters.  
 • WHITE interiors for increased illumination    one year warranty on all work and electrical work with out the liability of acts of god  
 • All paint two-stage automotive acrylic



**New proposed channel letters shown**

CHANNEL LETTER - TYPICAL SECTION - FRONT-LIT PLASTIC FACE



**Electrical Notes**  
 Power must be provided by customer unless otherwise specified in writing.  
 Access to back side of fascia is required for installation. Each sign location must have:  
 1. Primary electrical of 120V.  
 2. J-box installed within 6 feet of sign.  
 Otherwise, customer is responsible for the power connection to the sign.

**Smith Electric & Signs, LLC**  
 TOLL # 26129 TESC # 16696  
**Electrical Sign Contractor**  
**214-328-8797**

**Client Name:**  
 Skyrise Vapor LLC  
 Feras Ajak  
**Location:**  
 110 N HWY 175 SUITE 104  
 SEAGOVILLE TX 75159

**Start Date:** 10 / 12 / 23  
**Last Revision:** 10 / 24 / 23  
**Job#:** 4068  
**Drawing#:** 00000a.v1.s1 / e1  
**Page:** 1 of 2

**Sales**  
**Ricky**  
**Designer:**  
**Laurie**

Client Approval  
 Landlord Approval

INTERNATIONAL SIGN ASSOCIATION MEMBER



# ZONING APPLICATION

City of Seagoville, Texas

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

DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): \_\_\_\_\_

**Application Type:**

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

Name of Subdivision or Project: SUP for Sky Rise Vapor-Seagoville

Physical Location of Property: 110 N US 175 Unit 104 Seagoville TX 75159

[General Location – approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description): \_\_\_\_\_

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: \_\_\_\_\_ Existing Zoning: LR Requested Zoning: SUP for LR

[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: Feras Ajak Applicant or Owner? (circle one)

Contact Person: Feras Ajak Title: Owner

Company Name: Sky Rise Vapor-Seagoville

Street/Mailing Address: 110 N US 175 Unit 104 City: Seagoville State: TX Zip: 75159

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

Engineer / Representative's Name: NA

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

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

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

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

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

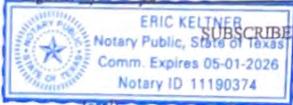
**All applications must be COMPLETE before they will be scheduled for P&Z agenda.** It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists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

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

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

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

Signed: [Signature] Title: Owner Date: 11/8/23



SUBSCRIBED AND SWORN TO before me, this the 8 day of Nov., 2023

Notary Public in and for the State of Texas: [Signature]  
My Commission Expires On: 5/1/2026

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



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: January 22, 2024

ITEM: 14

DESCRIPTION: Conduct a public hearing and consider an Ordinance approving a zoning change from the Agricultural District (AG) to a Planned Development Zoning District (PD No. 01-2024) with a base zoning of Light Manufacturing (PD-LM), for property located at 1616 Bowers Road, 612 Environmental Way, and 648 Environmental Way, Seagoville, Dallas County, Texas.

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### **INTRODUCTION**

Consider approving a Planned Development Zoning District (PD) along Environmental Way, with a base zoning of Light Manufacturing and the allowance of 90% outside storage.

### **BACKGROUND**

The subject properties are currently within the Agricultural Zoning District. The applicant is requesting a Planned Development (PD) with a base zoning of light manufacturing. The requested PD allows for an allowance of 90% outside storage by right thorough out the subject property and a maximum storage height of 30'. For reference, the light manufacturing zoning district ordinance allows a maximum of 20% of the lot area to be utilized for outside storage and per 25.02.717, outside storage is limited to being eight feet 8' in height. The maximum height and layout of the storage areas would require approval by the Fire Marshal and Build Official, per the adopted fire and building codes.

In addition to the allowable uses in the Commercial and Light Manufacturing Zoning District, the applicant has specifically requested the following uses be allowed within the proposed PD:

- Bulk storage of materials and goods, subject to the provisions of City and/or State Fire Codes.
- Outdoor mechanical repair and maintenance of equipment and vehicles are allowed within the outdoor storage areas.
- Outdoor storage of vehicles for fleet, service, semi-trucks (operable) and trailers, and other like uses.
- Outdoor storage for equipment.
- Contractors Yards.
- Bulk storage of flammable liquids/gas associate

The applicant is proposing the following land uses are not permitted within the PD:

- Railroad yards and switching facilities.
- Central mixing plants for asphalt, concrete, or other paving materials (batching plant).
- Automobile Impound. Salvage and/or wrecking yards
- Junk yards.
- Scrap yards.
- Explosives manufacturing or storage.



- Chemical and fertilizer manufacturing.
- Petroleum refining.
- Stockyards or feeding pens.
- Animal slaughtering.
- Tanning, curing or storage of raw hides.
- Lard rendering.
- Fur curing and tanning.
- Dumping Station
- Foundries, casting, or molding of metals.
- Sawmills and wood planning.
- Brick manufacturing.
- Blast furnace.
- Ash Dumps.
- Storage of live poultry, or poultry dressing.

The applicant has specifically requested the following not be allowed to be stored outside:

- Debris, rubbish, or trash.
- Broken, inoperable, or discarded merchandise, household furnishings, appliances, machines, tools, boxes and cartons, lawn maintenance equipment, play equipment, toys, and broken, inoperable, or discarded items.
- Used or discarded building materials.
- Old tires, batteries, used oil, automobile parts, engine parts, or scrap metal.
- Used tires without wheels or other inserts, if stored in an area subject to possible exposure to rain, irrigation, or any other source of water.
- Waste of mills or factories.
- Broken, or leaking barrels, casks, or boxes or broken, empty or otherwise discarded pallets.
- Any other item or material which is not designed or manufactured for outside use or storage.

## **FINANCIAL IMPACT**

N/A

## **RECOMMENDATION**

The Planning and Zoning Commission recommended approval of the request, with the allowance of storing metal shipping containers, no more than one level in height.

## **ATTACHMENTS**

1. Ordinance
2. Concept plan and layout
3. Application
4. Zoning Exhibit

**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 14.5181 ACRES OF REAL PROPERTY BEING CROMPRISED OF TWO PARCELS, ONE BEING APPROXIMATELY 4.2703 ACRES BEING LOTS 2 AND 3, BLOCK 1 OF SANDY’S PLACE ADDITION IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND THE OTHER BEING APPROXIMATELY 10.2478 ACRES SITUATED IN THE JOHN D. MERCHANT SURVEY, ABSTRACT NO. 850 AND IN THE WYATT BARNETT SURVEY, ABSTRACT NO. 189, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, ALL BEING COMMONLY KNOWN AS 1616 BOWERS ROAD, 612 ENVIRONMENTAL WAY, AND 648 ENVIRONMENTAL WAY, IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO, FROM AGRICULTURAL (AG) TO PLANNED DEVELOPMENT (PD NO. 01-2024) WITH A BASE ZONING OF LIGHT MANUFACTURING (PD-LM); PROVIDING PLANNED DEVELOPMENT REGULATIONS; PROVIDING AND APPROVING A CONCEPT PLAN AND ELEVATIONS PLANS ATTACHED HERETO AS EXHIBIT “B”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Planning and Zoning Commission and the governing body of the City of Seagoville, Texas, in compliance with the laws of the State of Texas and pursuant to the Comprehensive Zoning Ordinance of the City of Seagoville, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that zoning 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 14.5181 acres of real property commonly known as 1616 Bowers Road, 612 Environmental Way, and 648

Environmental Way and being more fully described and depicted on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”) from Agricultural (AG) to Planned Development with a base zoning of Light Manufacturing Use (PD-LM) 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 Light Manufacturing (LM) base zoning except as amended by the following Development Regulations which are hereby approved, and which shall apply to the Property:

1. The Front Yard, Side Yard and Rear Yard requirements shall be the same requirements as for a manufacturing use abutting a manufacturing use.
2. Outside storage shall be allowed to cover ninety percent (90%) of the lot area. The outside storage area coverage will defer to Seagoville's adopted International Building Code according to the commodity which is being stored outside. Outside Storage may be up to a maximum height of thirty (30) feet however, the maximum outside storage height will defer to Seagoville's adopted International Building Code according to the specific commodity type that is being stored outside.
3. The screening requirements shall be the same as required for neighboring manufacturing uses and must comply, in all cases, with the requirements of Seagoville Code of Ordinances section 25.02.717(b)((1)(E).
4. The parking requirement shall be one space for every five employees.
5. Outside storage of vehicles must be upon improved parking lot(s) or parking space(s). Parking lots in front of the buildings, drives, and fire lanes will be concrete. Parking spaces in front of buildings will be striped and include tire stops. Outside Storage areas (excluding outside storage areas for vehicles) on the site can be gravel or other similar material with the exception of fire lanes required through the outside storage area.
6. Allowed Uses – In addition to Seagoville base zoning for Light Manufacturing and Commercial, the following will be allowed uses:
  - Bulk storage of materials and goods, subject to the provisions of City and/or State Fire Codes.
  - Outdoor mechanical repair and maintenance of equipment and vehicles are allowed within the outdoor storage areas.
  - Outdoor storage of vehicles for fleet, service, semi-trucks (operable) and trailers, and other like uses.
  - Outdoor storage for equipment.
  - Contractors Yards.
  - Bulk storage of flammable liquids/gas associated with a permitted use, subject to the provisions of City and/or State Fire Codes.
7. Outside storage of items shall comply with the following:

- Outside storage of merchandise, goods, products or equipment may not be located on property such that it impedes public pedestrian or public vehicular traffic or obstructs public pedestrian visibility or public motor vehicle visibility.
- Outside storage of merchandise, goods, products or equipment may not be located within a fire lane.
- Fleet/company vehicles, equipment attached to fleet/company vehicles, semi-trucks (operable) and trailers, short-term customer and staff parking, and approved trash enclosures shall not be considered outdoor storage.
- The outdoor storage material must be stored in an orderly manner such that fire codes are met (i.e., access lanes). All city fire, building, and other codes shall be strictly complied with.

8. Prohibited outside storage. The outside placement of any of the following items will be prohibited within the PD:

- Debris, rubbish, or trash.
- Broken, inoperable, or discarded merchandise, household furnishings, appliances, machines, tools, boxes and cartons, lawn maintenance equipment, play equipment, toys, and broken, inoperable, or discarded items.
- Used or discarded building materials.
- Old tires, batteries, used oil, automobile parts, engine parts, or scrap metal.
- Used tires without wheels or other inserts, if stored in an area subject to possible exposure to rain, irrigation, or any other source of water.
- Waste of mills or factories.
- Broken, or leaking barrels, casks, or boxes or broken, empty or otherwise discarded pallets.
- Any other item or material which is not designed or manufactured for outside use or storage.

9. Excluded Uses for The Planned Development

- Railroad yards and switching facilities.
- Central mixing plants for asphalt, concrete, or other paving materials (batching plant).
- Automobile Impound. Salvage and/or wrecking yards
- Junk yards.
- Scrap yards.
- Explosives manufacturing or storage.
- Chemical and fertilizer manufacturing.
- Petroleum refining.
- Stockyards or feeding pens.
- Animal slaughtering.
- Tanning, curing or storage of raw hides.
- Lard rendering.
- Fur curing and tanning.
- Dumping Station
- Foundries, casting, or molding of metals.
- Sawmills and wood planing.

- Brick manufacturing.
- Blast furnace.
- Ash Dumps.
- Storage of live poultry, or poultry dressing

**SECTION 3.** The Property must be developed, used, and maintained in accordance with the concept plan and elevations plans attached hereto and incorporated herein by this reference as Exhibit “B,” which is hereby approved.

**SECTION 4.** 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 5.** 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 6.** 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 7.** 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 8.** 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 22<sup>nd</sup> day of January, 2024.

**APPROVED:**

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LACKEY STEPPER SEBASTIAN, MAYOR

**ATTEST:**

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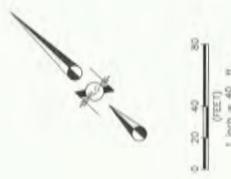
SARA EGAN, CITY SECRETARY

**APPROVED AS TO FORM:**

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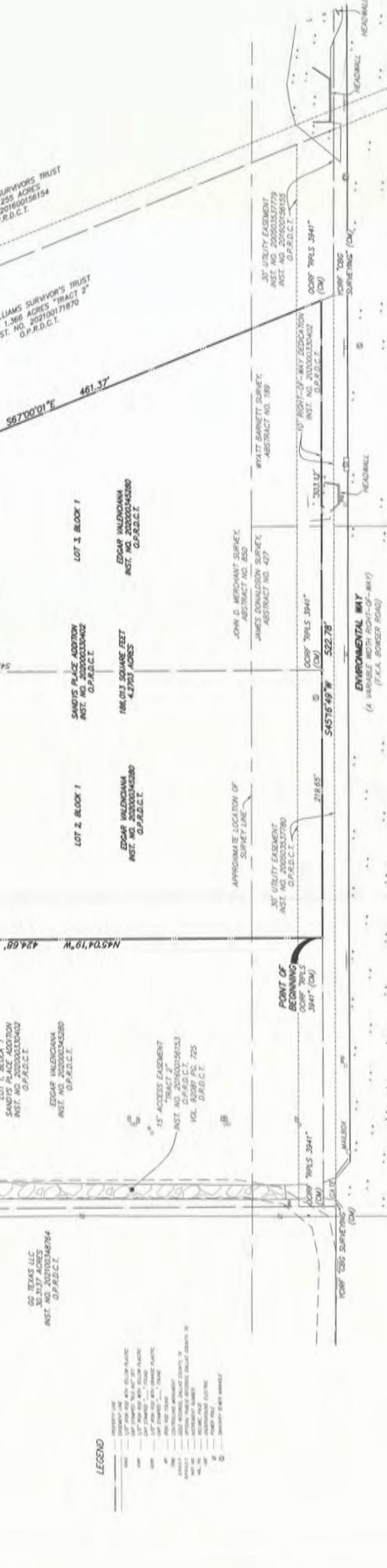
VICTORIA W. THOMAS, CITY ATTORNEY  
4860-4971-5870, v. 1

**EXHIBIT A**  
**[SURVEYS AND LEGAL DESCRIPTIONS]**



**LEGEND**

1	PROPERTY LINE
2	CONVEYANCE
3	ADVERSE CLAIM
4	ADVERSE CLAIM
5	ADVERSE CLAIM
6	ADVERSE CLAIM
7	ADVERSE CLAIM
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49	ADVERSE CLAIM
50	ADVERSE CLAIM



**SUBJECTS DECLARATION**  
 To: Eggor Holdings, Feldman Holdings LLC, First American Title Insurance Company & Republic Title of Texas, Inc.

I hereby declare that this true and accurate survey, made on the ground under my supervision on December 3, 2021, correctly shows the location of the buildings and other improvements on the land shown on this plat, and that the same are shown on this plat or attached to this plat in accordance with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 14 Condition B Survey.



**BOUNDARY SURVEY**  
**LOTS 2 & 3, BLOCK 1**  
**SANDYS PLACE ADDITION**  
 JOHN D. MERCHANT SURVEY,  
 ABSTRACT NO. 850  
 JAMES DONALDSON SURVEY,  
 ABSTRACT NO. 427  
 WYATT BARNETT SURVEY,  
 ABSTRACT NO. 189

CITY OF SEAWILLE, DALLAS COUNTY, TEXAS  
 SCALE: 1" = 40'  
 DATE: 8/21/2021  
 SHEET: 1 OF 1  
 JOB NO.: 2271051  
 E-FILE: 2271051S  
 DWG NO.: 22377W

**RLG**  
 RAYMOND L. GOODSON, JR., INC.  
 CONSULTING ENGINEERS  
 1200 A CENTRAL EXPRESSWAY, SUITE 300  
 DALLAS, TEXAS 75201-1809  
 972.565.4444  
 www.rlg.com

**GENERAL NOTES:**  
 1. Bearings are based on the Texas Coordinate System of 1981 North Central Zone, NAD 83 (2011) EPOCH 2010.00, based on Real-Time Kinematic Observations utilizing Jeffers Wildcat Reference Network.  
 2. Controlling Monuments: As shown.  
 3. This Surveyor was provided with a 60% contour map issued by First American Title Insurance Company, OFP 1002-385740-071, issued July 15, 2021, showing the location of easements and the perimeter of the subject property. The location of easements and the perimeter of the subject property may differ from the actual location of easements and the perimeter of the subject property as shown on this plat or attached to this plat as a result of flooding.  
 4. This survey has been prepared for the sole purpose of the transaction described in the above referenced title commitment and the parties are advised that this survey is not to be used for any subsequent transactions.  
 5. The subject tract is depicted with Zone X (unshaded) on the Flood Insurance Rate Map, No. 4911302545K, dated July 7, 2014. Zone X is defined therein as "Areas determined to be outside the 0.2% annual chance floodplain."  
 The location of the flood zone lines were determined by staking from a fixed datum. The actual location as determined by elevation contours may differ. The flood statement does not imply that the property or structures thereon will be free from any injury or loss of any kind or liability on the part of the surveyor or Raymond L. Goodson, Jr., Inc. as a result of flooding.  
 6. The following items are intended to address survey-related matters listed in Schedule B of said title commitment (OFP 1002-385740-071) for the subject tract:  
 (a) The Texas Power & Light Company Easement and Right-of-Way, recorded in Volume 2165, Page 470, Deed Records, Dallas County, Texas, does not lie within the boundaries of the subject tract(s).  
 (b) The easement described in Instrument No. 200503037380, Official Public Records, Dallas County, Texas, lies within the boundaries of the subject tract as shown.

**BEING LOTS 2 and 3, in Block 1 of Sandys Place Addition an addition to the City of Seawille, Dallas County, Texas, being according to the plat thereof recorded under c/o 202003034042, Real Property Records, Dallas County, Texas, being described by metes and bounds as follows:**

Being a 186,013 square foot (4.2703 acres) tract of land situated in the John D. Merchant Survey, Abstract No. 850, the James Donaldson Survey, Abstract No. 427, and the Wyatt Barnett Survey, Abstract No. 189, all of Seawille, Dallas County, Texas, and being a portion of the Sandys Place Addition, as shown on the plat thereof recorded in Instrument No. 202003034042, Official Public Records, Dallas County, Texas, and being a portion of said tract of land described in a recently filed with Texas's Title to Eggor Holdings, Inc. and being a portion of said tract of land described in Dallas County, Texas, and being more particularly described as follows:

**BEING** Lot 2, 1/2" iron rod with orange plastic cap stamped "79LS 3941" found in the northeast right-of-way line of the south corner of said Lot 2, Block 1.

**BEING** Lot 3, 1/2" iron rod with orange plastic cap stamped "79LS 3941" found in the southeast corner of said Lot 3, Block 1, a distance of 424.68 feet to a 1/2" iron rod with orange plastic cap stamped "79LS 3941" found in the southwest corner of a tract of land called "Tract 1", in a recently filed with Texas's Title to Eggor Holdings, Inc. and being a portion of said tract of land described in Instrument No. 202003034042, Official Public Records, Dallas County, Texas, for the north corner of said Lot 1, Block 1 and the west corner of said Lot 2, Block 1.

**BEING** Lot 1, 1/2" iron rod with orange plastic cap stamped "79LS 3941" found in the northeast right-of-way line of the south corner of said Lot 1, Block 1, a distance of 383.47 feet to a 1/2" iron rod with orange plastic cap stamped "79LS 3941" found in the southeast corner of a tract of land called "Tract 1", in a recently filed with Texas's Title to Eggor Holdings, Inc. and being a portion of said tract of land described in Instrument No. 202003034042, Official Public Records, Dallas County, Texas, for the north corner of said Lot 1, Block 1, a distance of 614.17 feet to a 1/2" iron rod with orange plastic cap stamped "79LS 3941" found in the northeast right-of-way line of said Environmental Way, for the east corner of said Lot 1, Block 1.

**BEING** Lot 1, 1/2" iron rod with orange plastic cap stamped "79LS 3941" found in the northeast right-of-way line of the south corner of said Lot 1, Block 1, a distance of 424.68 feet to a 1/2" iron rod with orange plastic cap stamped "79LS 3941" found in the southwest corner of a tract of land called "Tract 1", in a recently filed with Texas's Title to Eggor Holdings, Inc. and being a portion of said tract of land described in Instrument No. 202003034042, Official Public Records, Dallas County, Texas, for the north corner of said Lot 1, Block 1, a distance of 614.17 feet to a 1/2" iron rod with orange plastic cap stamped "79LS 3941" found in the northeast right-of-way line of said Environmental Way, for the east corner of said Lot 1, Block 1.

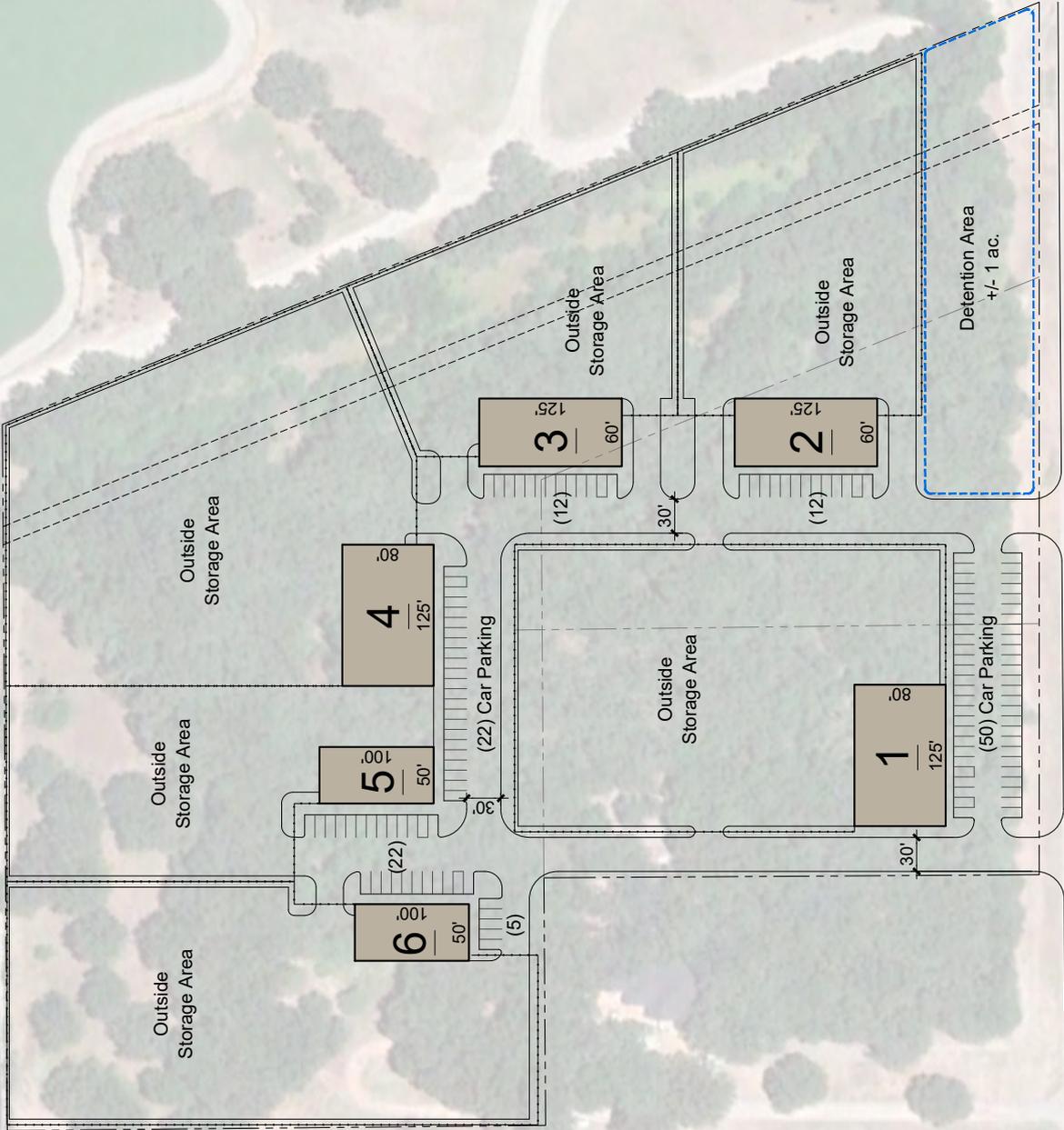
**BEING** Lot 1, 1/2" iron rod with orange plastic cap stamped "79LS 3941" found in the northeast right-of-way line of the south corner of said Lot 1, Block 1, a distance of 424.68 feet to a 1/2" iron rod with orange plastic cap stamped "79LS 3941" found in the southwest corner of a tract of land called "Tract 1", in a recently filed with Texas's Title to Eggor Holdings, Inc. and being a portion of said tract of land described in Instrument No. 202003034042, Official Public Records, Dallas County, Texas, for the north corner of said Lot 1, Block 1, a distance of 614.17 feet to a 1/2" iron rod with orange plastic cap stamped "79LS 3941" found in the northeast right-of-way line of said Environmental Way, for the east corner of said Lot 1, Block 1.

**LEGEND**

- PROPERTY LINE
- 1/2" = 10' (AS SHOWN)
- 1/4" = 20' (AS SHOWN)
- 1/8" = 40' (AS SHOWN)
- 1/16" = 80' (AS SHOWN)
- 1/32" = 160' (AS SHOWN)
- 1/64" = 320' (AS SHOWN)
- 1/128" = 640' (AS SHOWN)
- 1/256" = 1280' (AS SHOWN)
- 1/512" = 2560' (AS SHOWN)
- 1/1024" = 5120' (AS SHOWN)
- 1/2048" = 10240' (AS SHOWN)
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- 1/8192" = 40960' (AS SHOWN)
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- 1/32768" = 163840' (AS SHOWN)
- 1/65536" = 327680' (AS SHOWN)
- 1/131072" = 655360' (AS SHOWN)
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**EXHIBIT B**  
**[Concept Plan and Elevations Plans]**

Building 1	10,000 s.f.
Outside storage	85,600 s.f.
Car parking	50 spaces
Building 2	7,500 s.f.
Outside storage	59,200 s.f.
Car parking	12 spaces
Building 3	7,500 s.f.
Outside storage	48,100 s.f.
Car parking	12 spaces
Building 4	10,000 s.f.
Outside storage	96,000 s.f.
Car parking	22 spaces
Building 5	5,000 s.f.
Outside storage	51,300 s.f.
Car parking	12 spaces
Building 6	5,000 s.f.
Outside storage	88,400 s.f.
Car parking	15 spaces



Bowers Rd

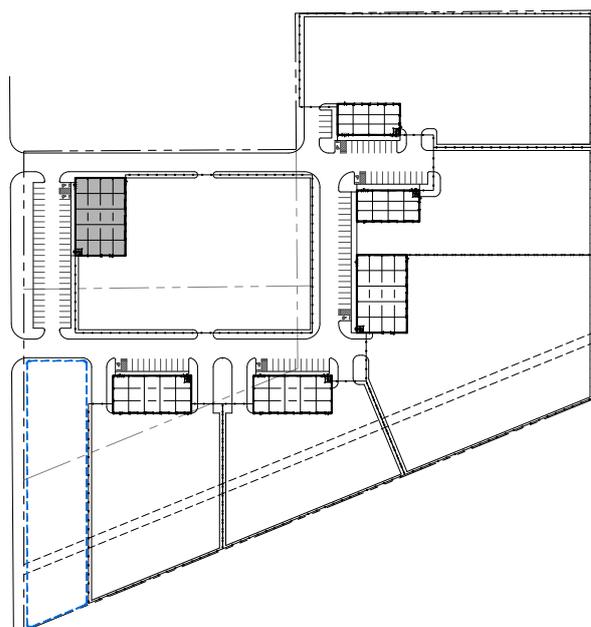
Environmental Way



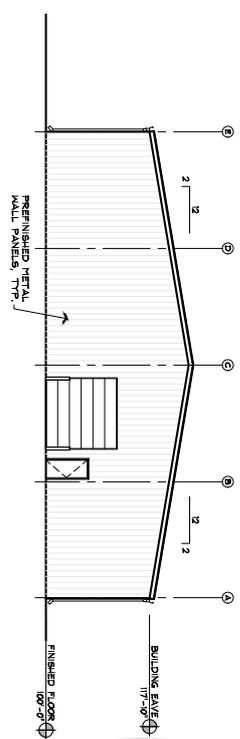
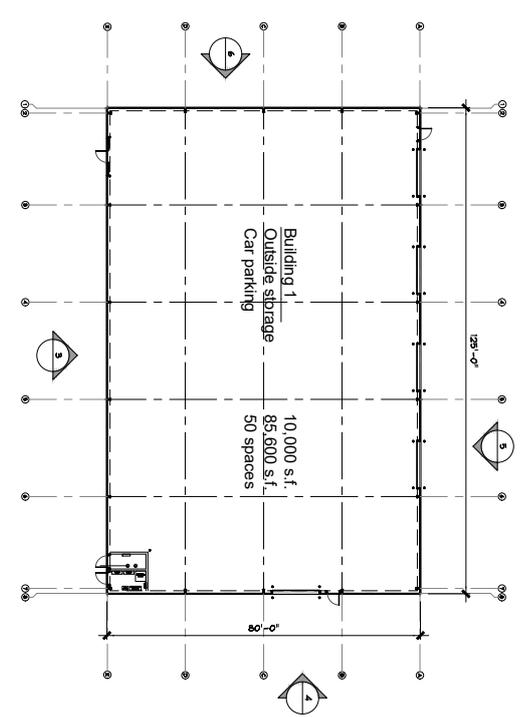
1 Preliminary Site Plan

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 PERMITTING, OR CONSTRUCTION.  
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 THE TEXAS REGISTERED PROFESSIONAL ENGINEERS BOARD  
 TEXAS REG. NO. 20832  
 ON DATE INDICATED BELOW.

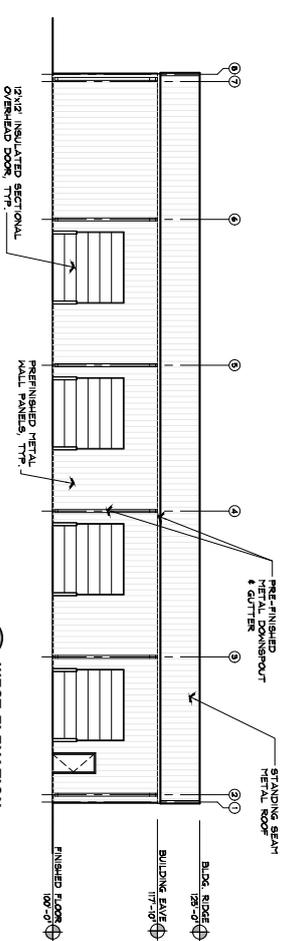




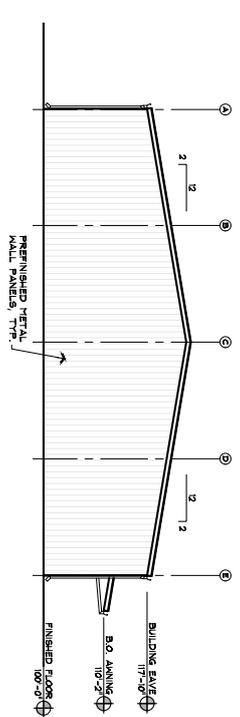
**1 SITE PLAN**  
Scale: 1/8" = 1'-0"



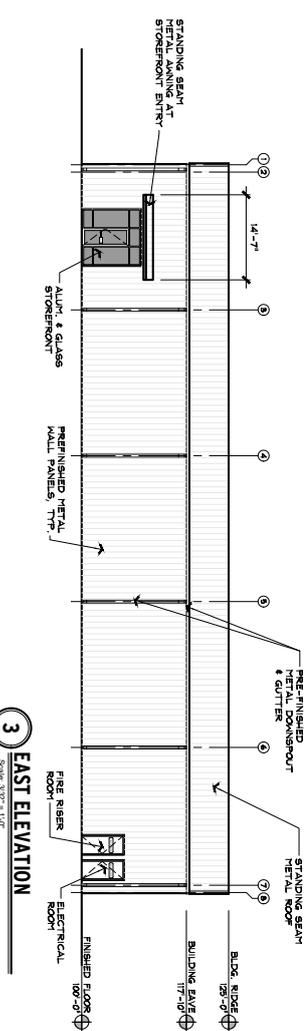
**6 NORTH ELEVATION**  
Scale: 3/32" = 1'-0"



**5 WEST ELEVATION**  
Scale: 3/32" = 1'-0"



**4 SOUTH ELEVATION**  
Scale: 3/32" = 1'-0"



**3 EAST ELEVATION**  
Scale: 3/32" = 1'-0"

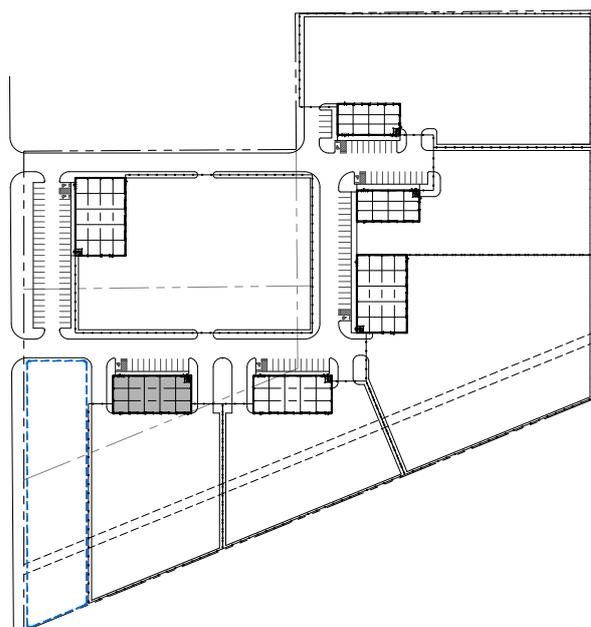
**SEAGOVILLE BUSINESS PARK**  
ADDRESS  
Seagoville, TX

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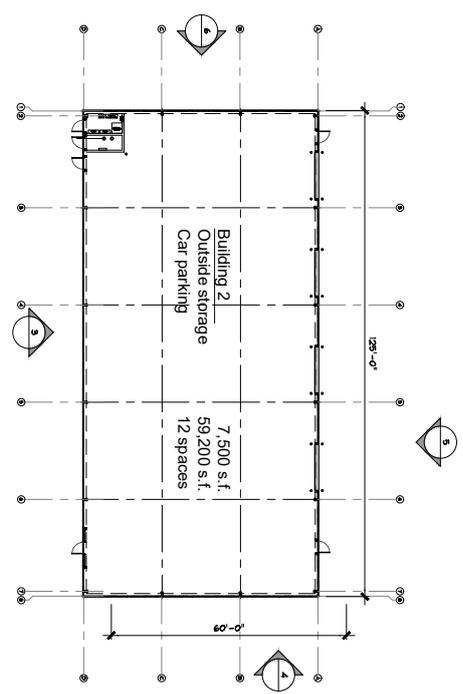


301 S. OAK STREET, STE 100  
ROANOKE, TX 76262  
PH | 817 430 3382  
RGAARCHITECTS.COM

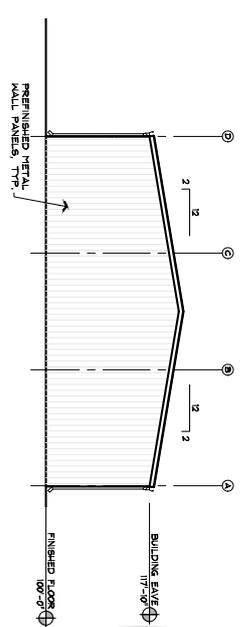
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DATE: 9/15/2023  
REVISIONS:  
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SHEETS:  
**Bldg 1**



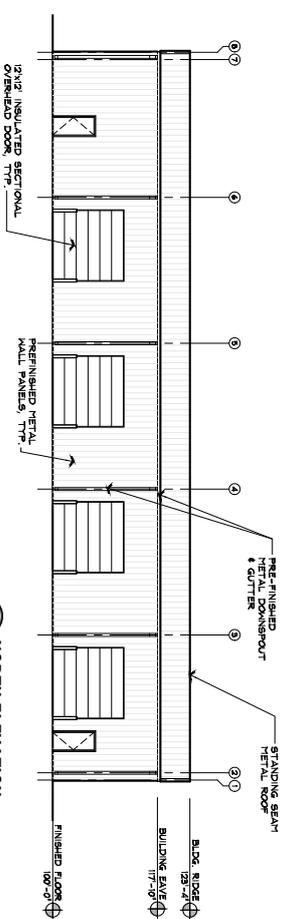
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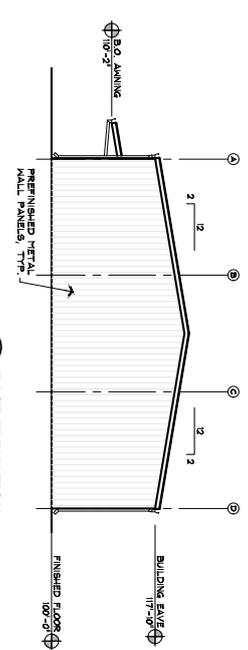
**2 FLOOR PLAN**  
Scale: 1/16" = 1'-0"



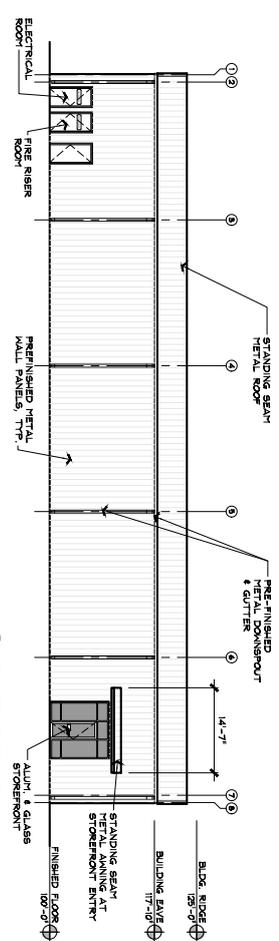
**6 WEST ELEVATION**  
Scale: 3/32" = 1'-0"



**5 NORTH ELEVATION**  
Scale: 3/32" = 1'-0"



**4 EAST ELEVATION**  
Scale: 3/32" = 1'-0"



**3 SOUTH ELEVATION**  
Scale: 3/32" = 1'-0"

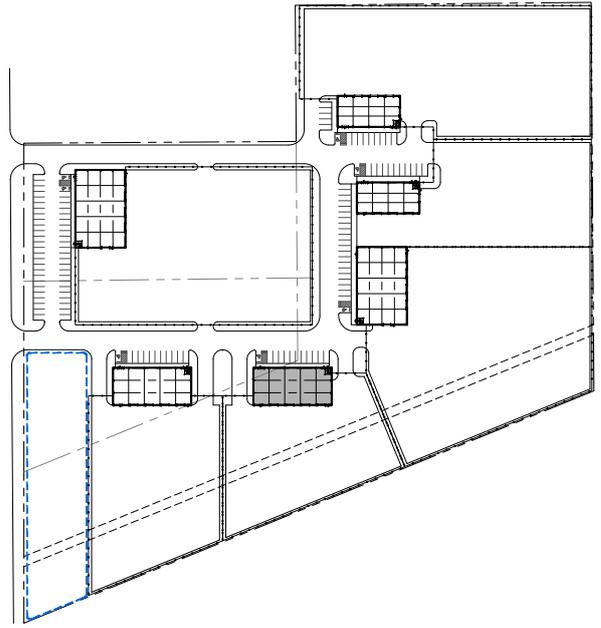
**SEAGOVILLE BUSINESS PARK**  
ADDRESS  
Seagoville, TX

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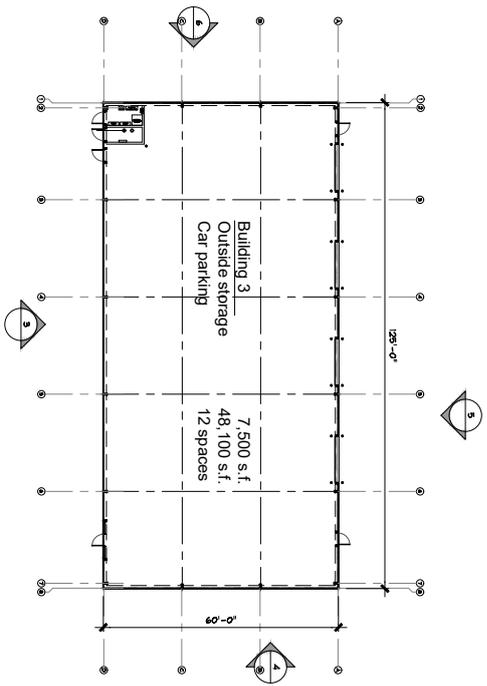


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RGAARCHITECTS.COM

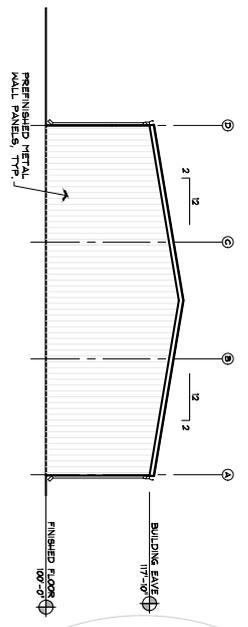
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DATE: 9/15/2023  
REVISIONS:  
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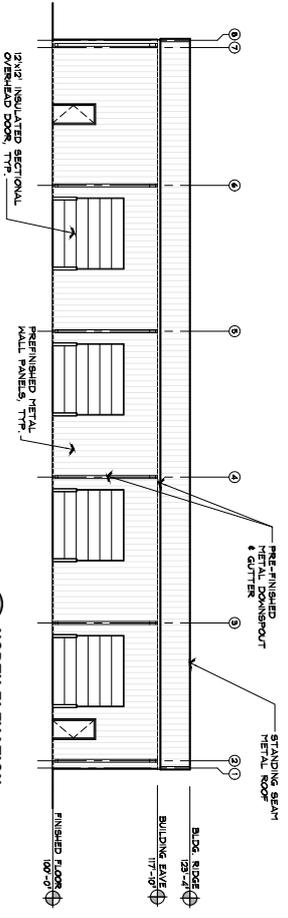
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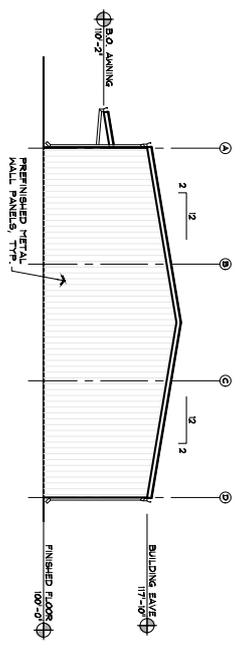
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Scale: 1/16" = 1'-0"



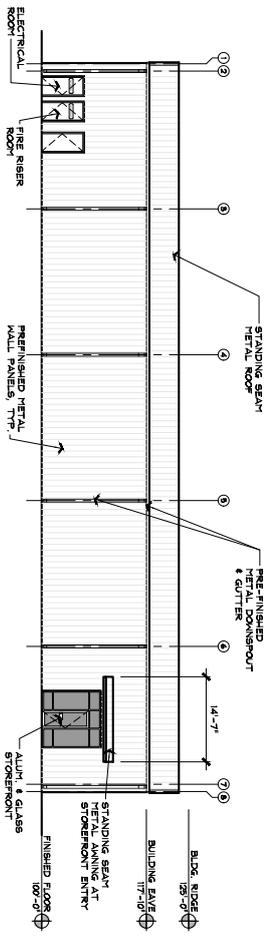
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Scale: 3/32" = 1'-0"



**5 NORTH ELEVATION**  
Scale: 3/32" = 1'-0"



**4 EAST ELEVATION**  
Scale: 3/32" = 1'-0"



**3 SOUTH ELEVATION**  
Scale: 3/32" = 1'-0"

**SEAGOVILLE BUSINESS PARK**  
ADDRESS  
Seagoville, TX

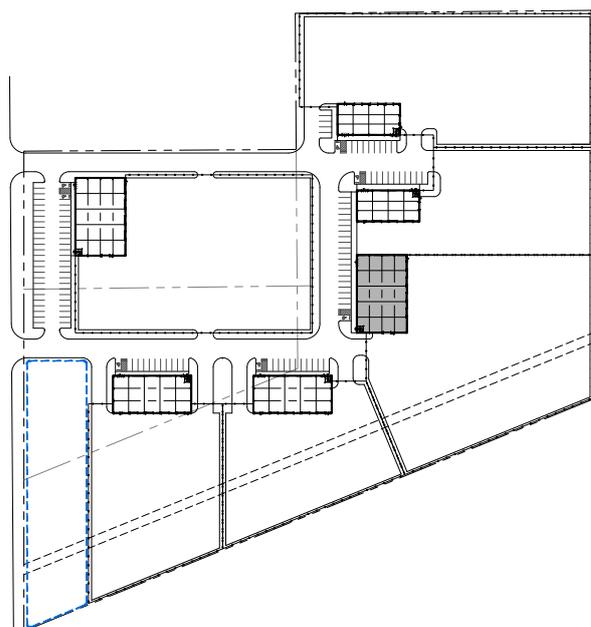
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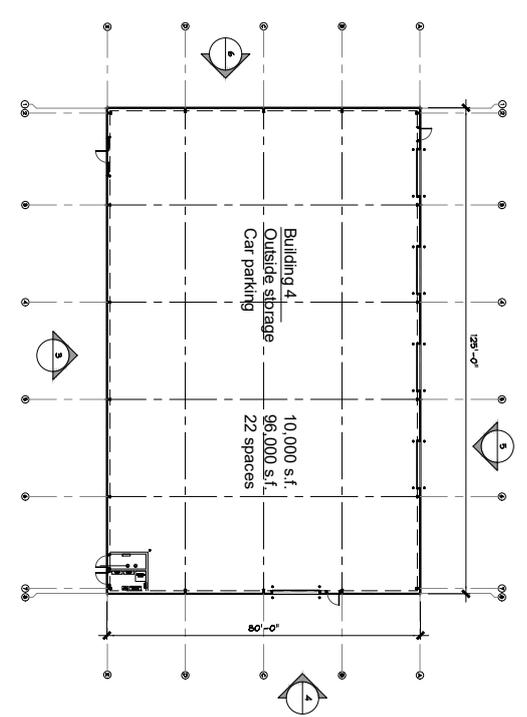
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PH | 817 430 3382  
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RGA PROJECT NUMBER: 23093  
DATE: 9/15/2023

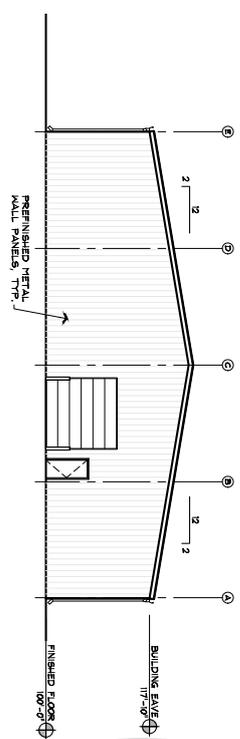
REVISIONS:  
SHEETS:  
**Bldg 3**



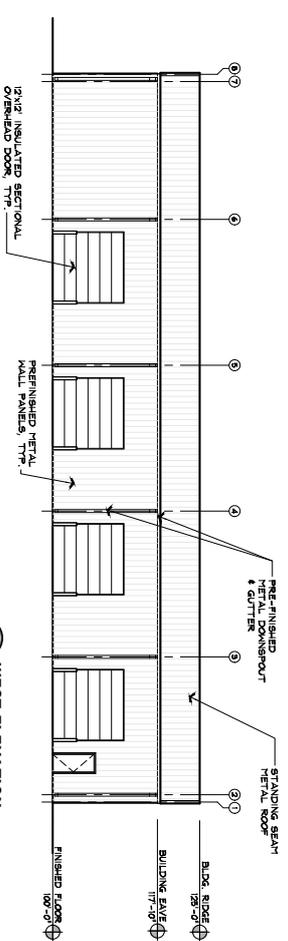
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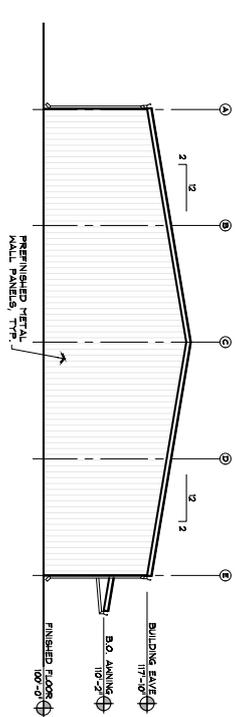
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Scale: 1/8" = 1'-0"



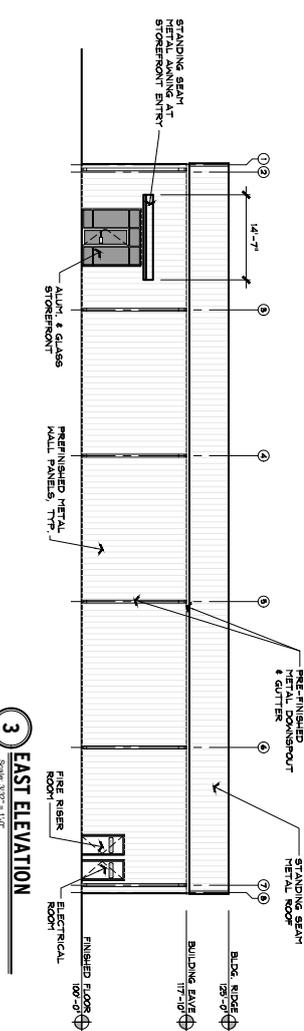
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Scale: 3/32" = 1'-0"



**4 SOUTH ELEVATION**  
Scale: 3/32" = 1'-0"



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Scale: 3/32" = 1'-0"

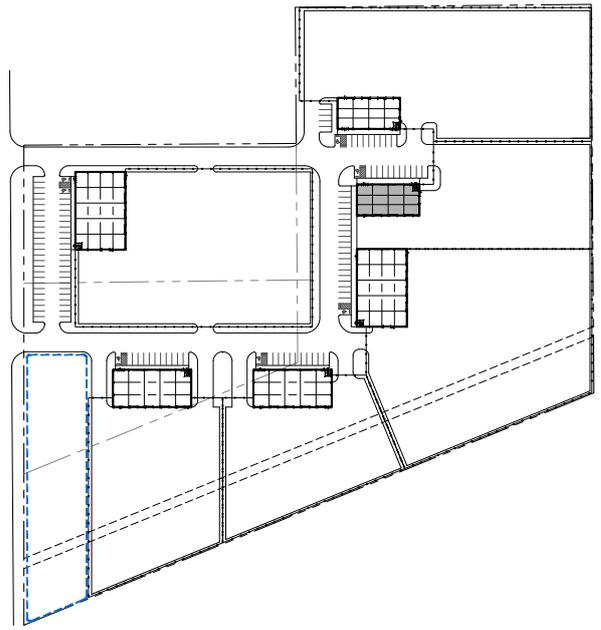
**SEAGOVILLE BUSINESS PARK**  
ADDRESS  
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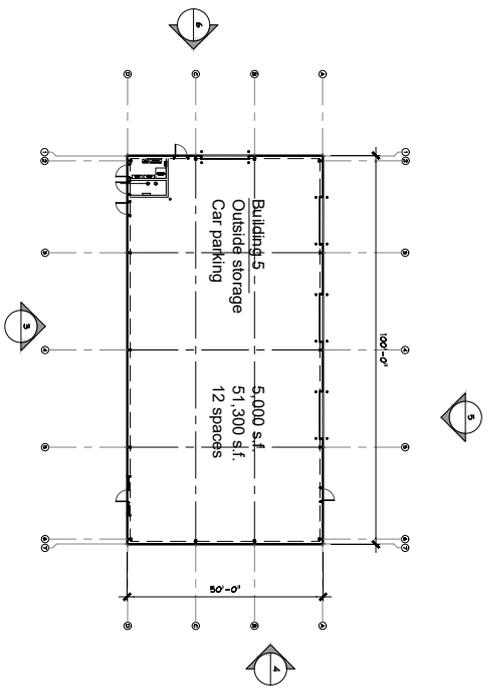


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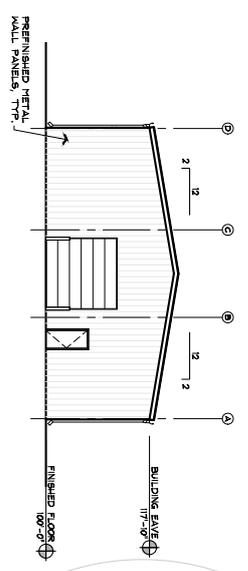
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DATE: 9/15/2023  
REVISIONS:  
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SHEETS:  
**Bldg 4**



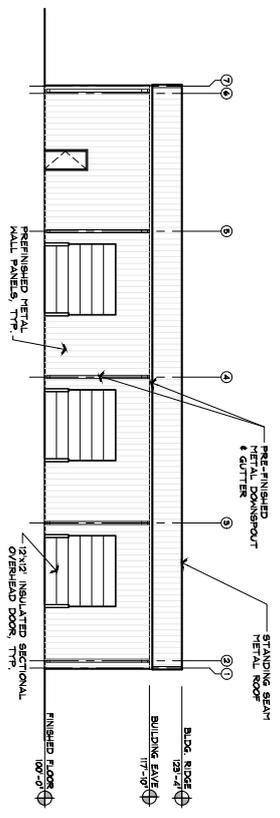
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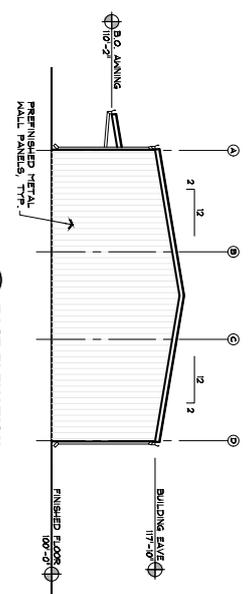
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Scale: 1/16" = 1'-0"



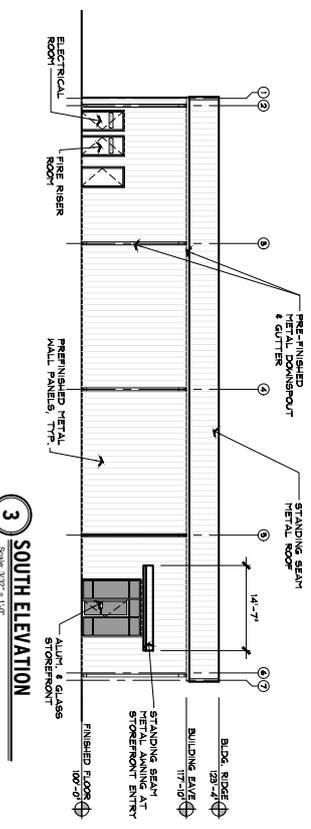
**6 WEST ELEVATION**  
Scale: 3/32" = 1'-0"



**5 NORTH ELEVATION**  
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**4 EAST ELEVATION**  
Scale: 3/32" = 1'-0"



**3 SOUTH ELEVATION**  
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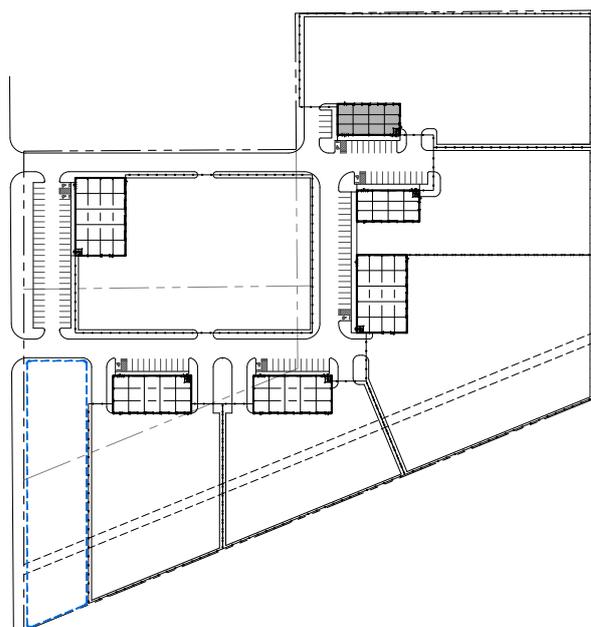
**SEAGOVILLE BUSINESS PARK**  
ADDRESS  
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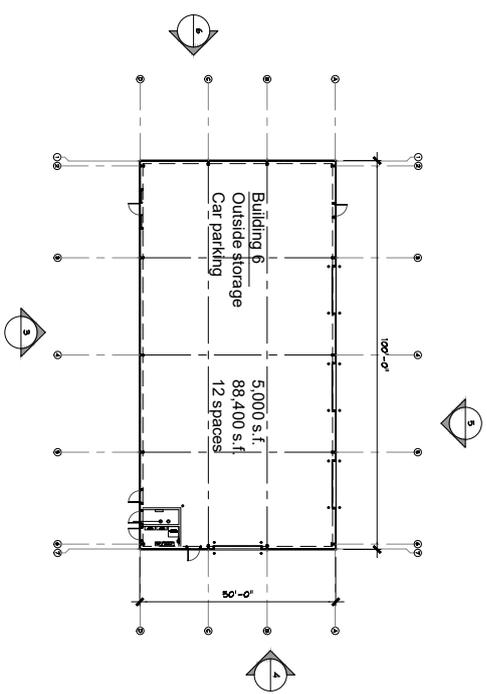


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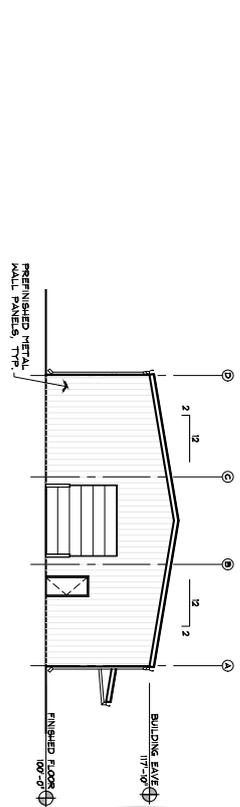
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DATE: 9/15/2023  
REVISIONS:  
SHEETS: **Bldg 5**



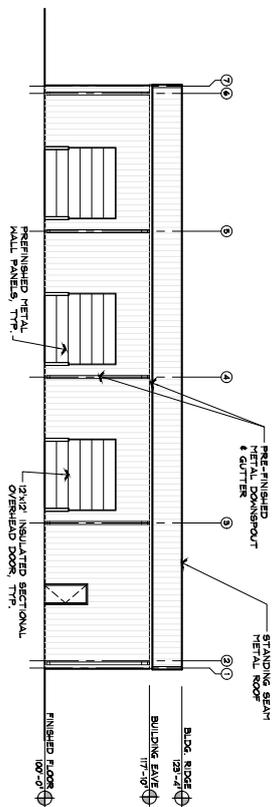
**1 SITE PLAN**  
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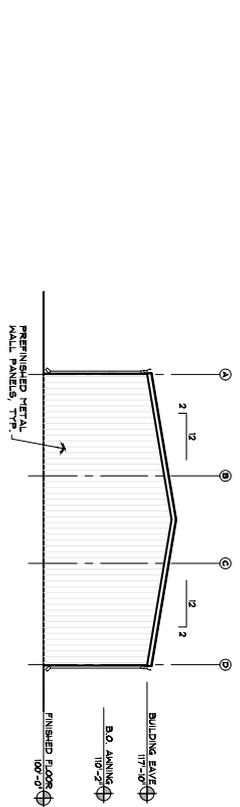
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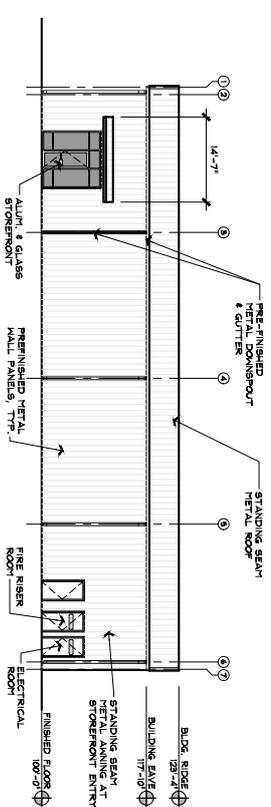
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**5 SOUTH ELEVATION**  
Scale: 3/32" = 1'-0"



**4 WEST ELEVATION**  
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**3 NORTH ELEVATION**  
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**SEAGOVILLE BUSINESS PARK**  
ADDRESS  
Seagoville, TX

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REA PROJECT NUMBER: 23093  
DATE: 9/15/2023

REVISIONS:  
SHEETS:  
**Bldg 6**





# ZONING APPLICATION

City of Seagoville, Texas

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

**Application Type:**

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

Name of Subdivision or Project: Williams 3 tracts 10.2478 acs Rezone  
 Physical Location of Property: Environmental Way  
[General Location – approximate distance to nearest existing street corner]  
 Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description):  
10.2478 acs situated in the John D. Merchant Survey, Abstract No. 850 and the Wyatt Barnett Survey, Abstract No. 189 City of Seagoville  
[Survey/Abstract No. and Tracts; or planned Subdivision Name with Lots/Block]  
 Acreage: 10.2478 Existing Zoning: AG Requested Zoning: Light Industrial or PD with Industrial  
[Attach a detailed description of requested zoning & development standards, if a PD]

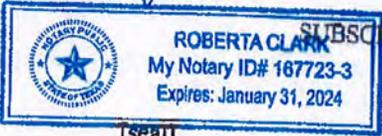
Applicant / Owner's Name: Joyce Williams Trustee and Survivors Trust Applicant or Owner (circle one)  
 Contact Person: Joyce Williams Title: \_\_\_\_\_  
 Company Name: \_\_\_\_\_  
 Street/Mailing Address: 5151 PGB Hwy Apt 1244 city: Garland State: TX Zip: 75040  
 Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email Address: \_\_\_\_\_

Engineer / Representative's Name: Jimmy O'Neal  
 Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 Company Name: Twin Eagle  
 Street/Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email Address: \_\_\_\_\_

**SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE.** (All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 200 feet of the subject property. Please contact City staff in advance for submittal deadlines.)  
**All applications must be COMPLETE before they will be scheduled for P&Z agenda.** It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be obtained from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements.  
**All application materials (one copy) must be delivered to the City's Planner.** The name, address, phone number, etc. of the City's Planner can be obtained from City staff. Failure to submit all materials to the City's Planner may result in delays scheduling the zoning application for a P&Z agenda.  
**Notice of Public Records.** The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

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

Signed: Joyce Williams Title: Trustee Date: 9-6-23



SUBSCRIBED AND SWORN TO before me, this the 6th day of September, 2023.  
(Month) (Year)  
 Notary Public in and for the State of Texas: Roberta Clark  
 My Commission Expires On: 1-31-2023

Office Use Only: Date Rec'd: 9/12/23 Fees Paid: \$ 500.00 Check #: \_\_\_\_\_ Receipt #: 795.238  
 Zoning Case #: \_\_\_\_\_ Accepted By: CP Official Submittal Date: 9/12/23

PROPERTY OWNER REPRESENTATION FORM

Date: 9/05/23

I, the undersigned, being the owner of the property described in Exhibit "A", attached hereto and made a part hereof for all purposes, do hereby authorize Jimmy O'Neal to act in my behalf before the Planning and Zoning Commission and City Council of the City of Seagoville, Texas for the purpose of zoning change on said property.

Joyce Williams  
Signature

Joyce Williams  
Printed Name

Trustee  
Title

\_\_\_\_\_  
Company

2902 Milford Ave.  
Street Address

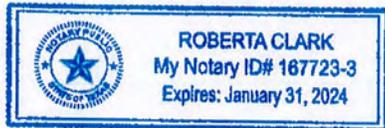
Garland  
City

Tx  
State

75044  
Zip Code

[REDACTED]  
Phone Number

Subscribed and sworn to before me this 6th day of September, 2023.



Roberta Clark  
Notary Public



# ZONING APPLICATION

City of Seagoville, Texas

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

**Application Type:**

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

Name of Subdivision or Project: Valenciana 4.2703 acs Rezone  
 Physical Location of Property: Environmental Way  
(General Location – approximate distance to nearest existing street corner)  
 Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description):  
Lots 2&3, Block 1 Sandy's Place Addition  
(Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block)  
 Acreage: 4.2703 Existing Zoning: AG Requested Zoning: Light Industrial or PD with Industrial  
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: Edgar Valenciana Applicant or Owner?  (circle one)

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

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

Street/Mailing Address: 708 Environmental Way City: Seagoville State: TX Zip: 75159

Phone: [REDACTED] Fax: ( ) \_\_\_\_\_ Email Address: [REDACTED]

Engineer / Representative's Name: Jimmy O'Neal

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

Company Name: Twin Eagle

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

Phone: [REDACTED] Fax: ( ) \_\_\_\_\_ Email Address: [REDACTED]

**SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE.** (All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 200 feet of the subject property. Please contact City staff in advance for submittal deadlines.)  
**All applications must be COMPLETE before they will be scheduled for P&Z agenda.** It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be obtained from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements.  
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**Notice of Public Records.** The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

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

Signed: [Signature] Title: OWNER Date: 9/5/2023



SUBSCRIBED AND SWORN TO before me, this the 5<sup>th</sup> day of September, 2023  
(Month) (Year)

Notary Public in and for the State of Texas: Betty A H  
My Commission Expires On: Feb. 24, 2024

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

PROPERTY OWNER REPRESENTATION FORM

Date: ~~8/24/23~~ 9/5/2023

I, the undersigned, being the owner of the property described in Exhibit "A", attached hereto and made a part hereof for all purposes, do hereby authorize Jimmy O'Neal to act in my behalf before the Planning and Zoning Commission and City Council of the City of Seagoville, Texas for the purpose of zoning change on said property.

+ Edgar Valencia  
Signature

Edgar Valenciana  
Printed Name

Owner  
Title

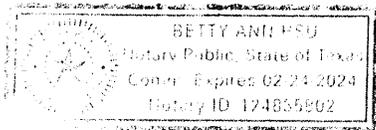
N A  
Company

708 environmental way Seagoville TX 75159  
Street Address City State Zip Code

[Redacted]  
Phone Number

Subscribed and sworn to before me this 5<sup>th</sup> day of September, 2023.

Betty Ann Hsu  
Notary Public







TO: Mayor and City Council  
FROM: Bill Medina, Director of Community Development  
DATE: January 22, 2024  
ITEM: 15  
DESCRIPTION: Conduct a public hearing and consider an Ordinance approving a zoning change from Commercial (C) to Planned Development (PD No. 02-2024) with a base zoning of Commercial (PD-C), on approximately 5.575 acres, described as being a portion of Tract 16, of the Robert Kleberg Abstract 716 Page 827 commonly known as 3115 North Highway 175, Seagoville, Dallas County, Texas.

---

### **INTRODUCTION**

Consider approving a Planned Development Zoning District (PD) along US 175, with a base zoning of Light Manufacturing and the allowance of 90% outside storage.

### **BACKGROUND**

The subject property is currently within the C (Commercial) Zoning District. The applicant is requesting a PD (Planned Development) to allow for outside storage. The property has historically been utilized and built as a self-storage facility. The maximum allowable outside storage within the Commercial Zoning District is 10%; the proposed PD would allow for 15% outside storage. The proposed PD would also allow for outside storage of vehicles on existing asphalt. Additionally, the applicant has proposed a landscape and screening plan which would improve the aesthetics of the site along the public right of way. A landscape plan is attached.

### **FINANCIAL IMPACT**

N/A

### **RECOMMENDATION**

The Planning and Zoning Commission recommended approval of the request, with the restriction of no tractor trailer and/or truck storage.

### **ATTACHMENTS**

1. Ordinance
2. Concept plan and layout
3. Application
4. Zoning Exhibit

**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 5.575 ACRES OF REAL PROPERTY BEING A PORTION OF TRACT 16 OF THE ROBERT KLEBERG SURVEY, ABSTRACT 716, PAGE 827, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING MORE COMMONLY KNOWN AS 3115 NORTH U.S. HIGHWAY 175, SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO, FROM COMMERCIAL (C) TO PLANNED DEVELOPMENT (PD NO. 02-2024) WITH A BASE ZONING OF COMMERCIAL (PD-C); PROVIDING PLANNED DEVELOPMENT REGULATIONS; PROVIDING AND APPROVING ELEVATION PLANS AND A CONCEPT PLAN ATTACHED HERETO AS EXHIBIT “B”; PROVIDING AND APPROVING A FRONTAGE LANDSCAPING 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 5.575 acres of real property commonly known as 3115 U.S. Highway 175, Seagoville, Dallas County, Texas and being more fully described and depicted on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”) from Commercial (C) to Planned Development with a base zoning of Commercial (PD-C) 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 Commercial (C) base zoning except as amended by the following Development Regulations:

1. Development shall be in accordance with the approved concept plan.
2. The development shall consist of inside and outside storage and related accessory uses such as office.
3. Uses allowed shall be those uses allowed in the Commercial Zoning District.
4. All regulations shall be in accordance with the Commercial District regulations, except for the following:
  - a. Outside Storage: (Including vehicles, boats, and recreational vehicles)
    - i. Outside Storage shall be allowed throughout the Planned Development District as shown on the concept plan attached hereto as Exhibit "B."
    - ii. Where it is allowed, outside storage shall be limited to a maximum of fifteen percent (15%) of the total area in the Planned Development District.
  - b. US-175 Frontage landscaping shall be as shown on the concept plan attached as Exhibit "B" and the Frontage Landscaping Plan attached as Exhibit "C" and incorporated herein for all purposes. In addition:
    - i. As shown on the Frontage Landscaping Plan, Exhibit "C" hereto, approximately 7,000 square feet of new frontage landscape area is provided.
    - ii. Install 8' stained, wooden privacy fence in front yard, as shown on the Frontage Landscaping Plan. Install black privacy screen or slats on existing gates.
    - iii. Except for existing driveways and onsite parking, a minimum of 40% of the front yard adjacent to US 175 Service Road shall contain landscaping, as shown on the Frontage Landscape Plan.
    - iv. Except for existing driveways and onsite parking, the street frontage landscape buffer shall be a minimum of 20 feet, and as shown on the Frontage Landscape Plan.
    - v. At least eleven large shade trees and twenty large evergreen trees shall be provided in the frontage landscape buffer as shown on the attached Frontage Landscape Plan.
    - vi. Building foundation landscaping is not required.
    - vii. Parking lot landscaping shall be provided as part of, and as shown on the Frontage Landscaping Plan.
    - viii. No screening shall be required for on-site parking in the frontage area adjacent to US 175 Service Road.
  - c. Paving for the site shall be as exists on the site on the date of the passage of this ordinance.
  - d. Perimeter fencing, other than for the US-175 frontage, shall be as is shown

- and indicated on the concept plan.
- e. Front building setbacks for the site shall be as exists on the site on the date of the passage of this ordinance.
5. Tractor Trailers and/or truck storage is not permitted.

**SECTION 3.** The Property must be developed, used, and maintained in accordance with the concept plan and elevation plans attached hereto and incorporated herein by this reference as Exhibit “B,” which are hereby approved.

**SECTION 4.** The Property must be developed, used, and maintained in accordance with the Frontage Landscaping 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 22<sup>nd</sup> day of January, 2024.

**APPROVED:**

---

LACKEY STEPPER SEBASTIAN, MAYOR

**ATTEST:**

---

SARA EGAN, CITY SECRETARY

**APPROVED AS TO FORM:**

---

VICTORIA W. THOMAS, CITY ATTORNEY  
4860-1675-3566, v. 1

**EXHIBIT A**  
**[SURVEY AND LEGAL DESCRIPTIONS]**



**EXHIBIT B**  
**[Concept Plan and Elevations Plans]**



ROBERT KLEBERG SURVEY  
NO. 7196



 SITE PLAN - RENOVATION  
 T = 50'-0"

Scale <b>A1.0</b> 1" = 50'-0"	Project # <b>23041</b> Date <b>11/02/2023</b> Drawn By <b>JTB</b> Checked By <b>PTJ</b>	SITE PLAN - DEMOLITION SITE RENOVATIONS FOR: <b>Spartan Free Up Storage</b> 3115 US-175 Seagoville, TX 75159	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> </table>																	<b>ISSUED FOR:</b> <input type="checkbox"/> PRELIMINARY <input type="checkbox"/> REVIEW <input checked="" type="checkbox"/> PERMIT <input type="checkbox"/> BIDDING <input checked="" type="checkbox"/> CONSTRUCTION	<p style="font-size: 8px;">         THIS DOCUMENT IS THE PROPERTY OF THOMPSON ARCHITECTURAL GROUP, INC. (TAG) AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF TAG. THE USER OF THIS DOCUMENT AGREES TO HOLD TAG HARMLESS FROM ANY AND ALL LIABILITY, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE USE OF THIS DOCUMENT. THE USER OF THIS DOCUMENT AGREES TO INDEMNIFY AND HOLD TAG HARMLESS FROM ANY AND ALL LIABILITY, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE USE OF THIS DOCUMENT. THE USER OF THIS DOCUMENT AGREES TO INDEMNIFY AND HOLD TAG HARMLESS FROM ANY AND ALL LIABILITY, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE USE OF THIS DOCUMENT.       </p>		 <p style="font-size: 8px;">         THOMPSON Architectural Group, Inc.          P.O. Box 8113 • Tyler, Texas 75711-8113          (800) 871-6200 / (903) 538-4687       </p>

② PERSPECTIVE



**GENERAL NOTES**

1. All dimensions are in feet and inches unless otherwise noted.
2. All work shall be in accordance with the latest editions of the International Building Code (IBC) and the International Residential Code (IRC).
3. All work shall be in accordance with the latest editions of the International Building Code (IBC) and the International Residential Code (IRC).

**AS GENERAL NOTES**

1. All dimensions are in feet and inches unless otherwise noted.
2. All work shall be in accordance with the latest editions of the International Building Code (IBC) and the International Residential Code (IRC).
3. All work shall be in accordance with the latest editions of the International Building Code (IBC) and the International Residential Code (IRC).

QTY	PLANS
20	THRESH 2"X4" PAINTED W/EPDM FOR EXISTING CONCRETE SURFACE. MATERIAL SPEC: 1/2" FILL, 1/4" W/EPDM, 1/2" FILL, 1/4" W/EPDM, 1/2" FILL, 1/4" W/EPDM.
10	THRESH 2"X4" PAINTED W/EPDM FOR EXISTING CONCRETE SURFACE. MATERIAL SPEC: 1/2" FILL, 1/4" W/EPDM, 1/2" FILL, 1/4" W/EPDM, 1/2" FILL, 1/4" W/EPDM.
10	THRESH 2"X4" PAINTED W/EPDM FOR EXISTING CONCRETE SURFACE. MATERIAL SPEC: 1/2" FILL, 1/4" W/EPDM, 1/2" FILL, 1/4" W/EPDM, 1/2" FILL, 1/4" W/EPDM.

LANDSCAPE LEGEND  
 1/4" = 1'-0"



**TAG**  
 THOMPSON Architectural Group, Inc.  
 P.O. Box 8113 • Tyler, Texas 75711-8113  
 (936) 871-6200 / (936) 538-4687

11/02/2023  
 PROJECT # 23041  
 DATE 11/02/2023  
 DRAWN BY JTB  
 CHECKED BY PTJ

**ISSUED FOR:**

PRELIMINARY  
 REVIEW  
 PERMIT  
 BIDDING  
 CONSTRUCTION

**SITE RENOVATIONS FOR:**

**Spartan Free Up Storage**

3115 US-175  
 Seagoville, TX 75159

**SITE PLAN**

Project # 23041  
 Date 11/02/2023  
 Drawn By JTB  
 Checked By PTJ

Scale: As Indicated  
**A1.1**



THOMPSON Architectural Group, Inc.  
 P.O. Box 8113 • Tyler, Texas 75711-8113  
 (936) 871-6200 / (936) 538-4687



11/02/2023  
 TRAVIS R. THOMPSON  
 ENGINEER

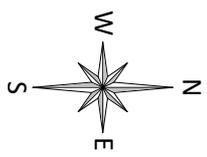
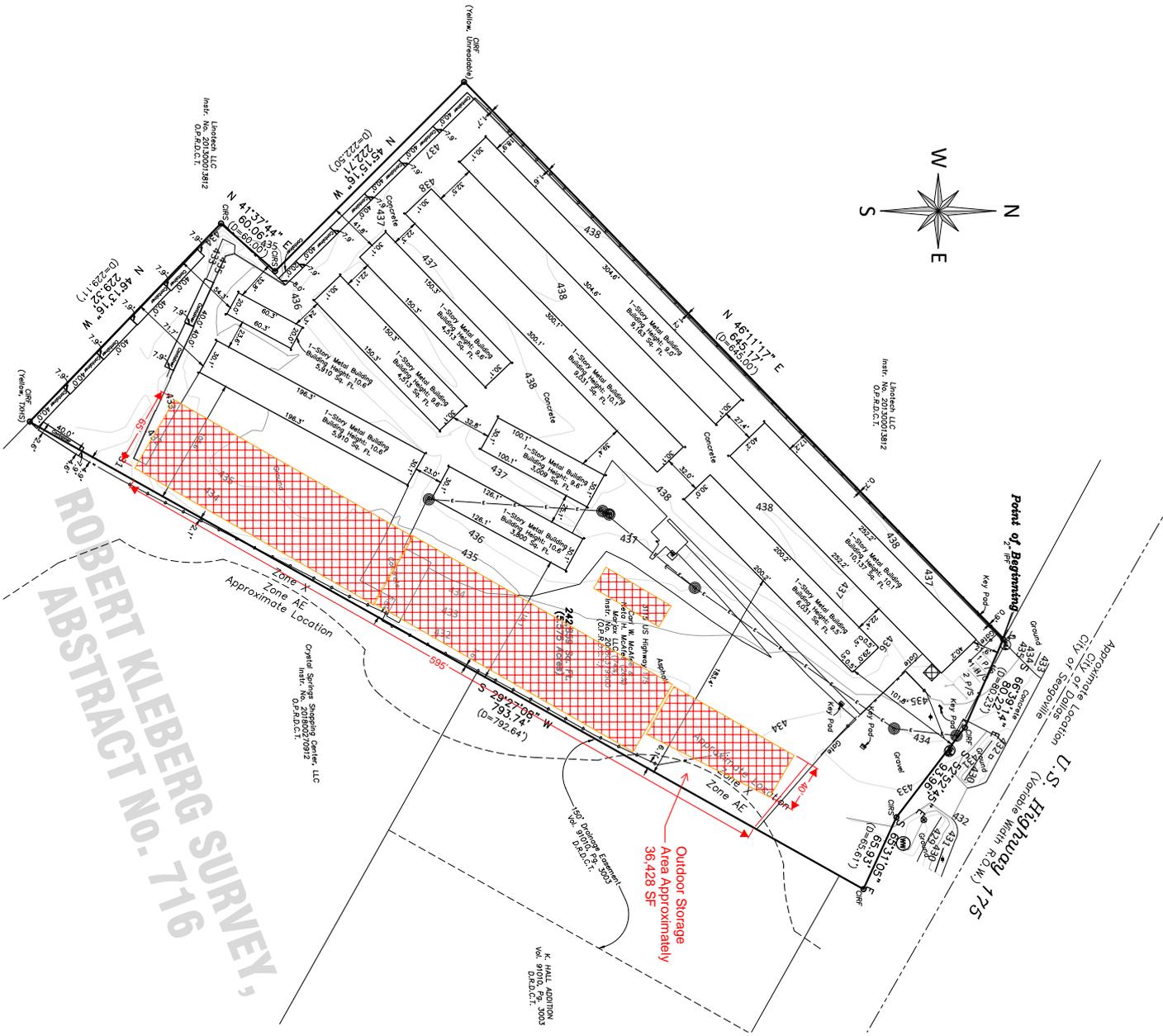
**THIS DOCUMENT IS PRELIMINARY**  
 IT IS THE USER'S RESPONSIBILITY TO VERIFY THE ACCURACY OF THE INFORMATION PROVIDED HEREIN. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

**ISSUED FOR:**  
 PRELIMINARY  
 REVIEW  
 PERMIT  
 BIDDING  
 CONSTRUCTION


**SITE RENOVATIONS FOR:**  
 Spartan Free Up Storage  
 3115 US-175  
 Seagoville, TX 75159

**PERSPECTIVES**  
 Project # 23041  
 Date 11/02/2023  
 Drawn By JTB  
 Checked By PTJ

**A1.2**  
 Scale 1/2" = 1'-0"



**ROBERT KLEBERG SURVEY,**  
**ABSTRACT NO. 7-16**

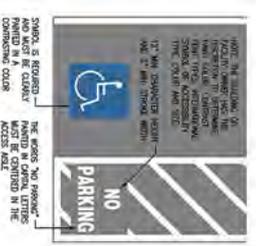
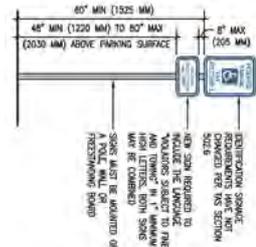
Outdoor Storage  
 Area Approximately  
 36,428 SF



**OUTDOOR STORAGE EXHIBIT**  
 3115 US Hwy 175  
 Seagoville, TX



**EXHIBIT C**  
**[Frontage Landscaping Plan]**



**GENERAL NOTES**

1. SEE ALL NOTES OF RELATED WORKS FOR PRELIMINARY DESIGN.
2. SEE ALL NOTES OF RELATED WORKS FOR PRELIMINARY DESIGN.

**AS GENERAL NOTES**

- Approved acceptable parking space must include:
  1. The standard spacing of accessibility (per the ADA) for the surface is a clear that contains the pavement.
  2. The words "NO PARKING" painted on any access area adjacent to the parking space. The words must be painted:
    - in a clear color.
    - with a letter height of at least two inches, and a stroke width of at least two inches, and
    - centered with each access area adjacent to the parking space, and
  3. a sign identifying the consequence of parking (e.g., "In a paved accessible parking space, the sign must:
    - be a minimum size: "Minimum Size: 18" x 24" in a letter height of at least one inch.
    - be mounted on a post (not wall or freestanding post).
    - be no more than eight inches below a sign height of 7 feet. Accessibility Standards, 502.6 and
  4. be located so that the bottom edge of the sign is no lower than the top edge and no higher than the above ground level.
- Accessibility (ADA) standards (ADA).

**QTY PLANTS**

20	TREES: 1/2" CALIBER, PLANTED EVERY 6'0"	SPARTAN LAWNER SPREADER SYSTEM	MINIMUM SIZE: 1/2" TALL, 1/2" THICK PLANTING FORM
11	TREES: 1/2" CALIBER, 1 1/2" CALIBER, 2" CALIBER	SHAWNEE OAK (QUERCUS SHAWNEE)	MINIMUM SIZE: 1 1/2" TALL, 1 1/2" THICK PLANTING FORM
15	TREES: 1/2" CALIBER, 1 1/2" CALIBER, 2" CALIBER	SHAWNEE OAK (QUERCUS SHAWNEE)	MINIMUM SIZE: 1 1/2" TALL, 1 1/2" THICK PLANTING FORM
20	TREES: 1/2" CALIBER, 1 1/2" CALIBER, 2" CALIBER	SHAWNEE OAK (QUERCUS SHAWNEE)	MINIMUM SIZE: 1 1/2" TALL, 1 1/2" THICK PLANTING FORM

○ Landscaping Legend



**REGISTERED PROFESSIONAL ARCHITECT**

11/02/2023

THOMPSON ARCHITECTURAL GROUP, INC.

P.O. Box 8113 - Tyler, Texas 75711-8113

(903) 871-0200 / (903) 539-4067

**ISSUED FOR:**

PRELIMINARY

REVIEW

PERMIT

BIDDING

CONSTRUCTION

**SITE RENOVATIONS FOR:**

**Spartan Free Up Storage**

3115 US-175  
Seagoville, TX 75159

**SITE PLAN**

Project #	23041
Date	11/02/2023
Drawn By	JTB
Checked By	PTJ

**A1.1**

Scale As indicated



# ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: \_\_\_\_\_ City Council: \_\_\_\_\_  
DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): October 24, 2023

**Application Type:**

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

Name of Subdivision or Project: Cube Smart Self Storage

Physical Location of Property: 3115 US Highway 175, Seagoville, TX

[General Location - approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description): See attached.

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: 5.57 Existing Zoning: Commercial Requested Zoning: PD

[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: Brad Smith, Development Manager **Applicant** or Owner? (circle one)

Contact Person: Brad Smith Title: Development Manager

Company Name: Spartan Investment Group

Street/Mailing Address: 17301 W. Colfax Ave, Suite 120 City: Golden State: CO Zip: 80401

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

Engineer / **Representative's Name**: Robert Miklos, Attorney

Contact Person: Robert Miklos Title: Attorney

Company Name: Ferguson Braswell Fraser Kubasta PC

Street/Mailing Address: 2500 Dallas Parkway, Suite 600 City: Plano State:  Zip: 75093

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (972) 378-9115 Email Address: \_\_\_\_\_

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

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

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

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

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

Signed: \_\_\_\_\_ Title: CEO Date: 11/16/2023

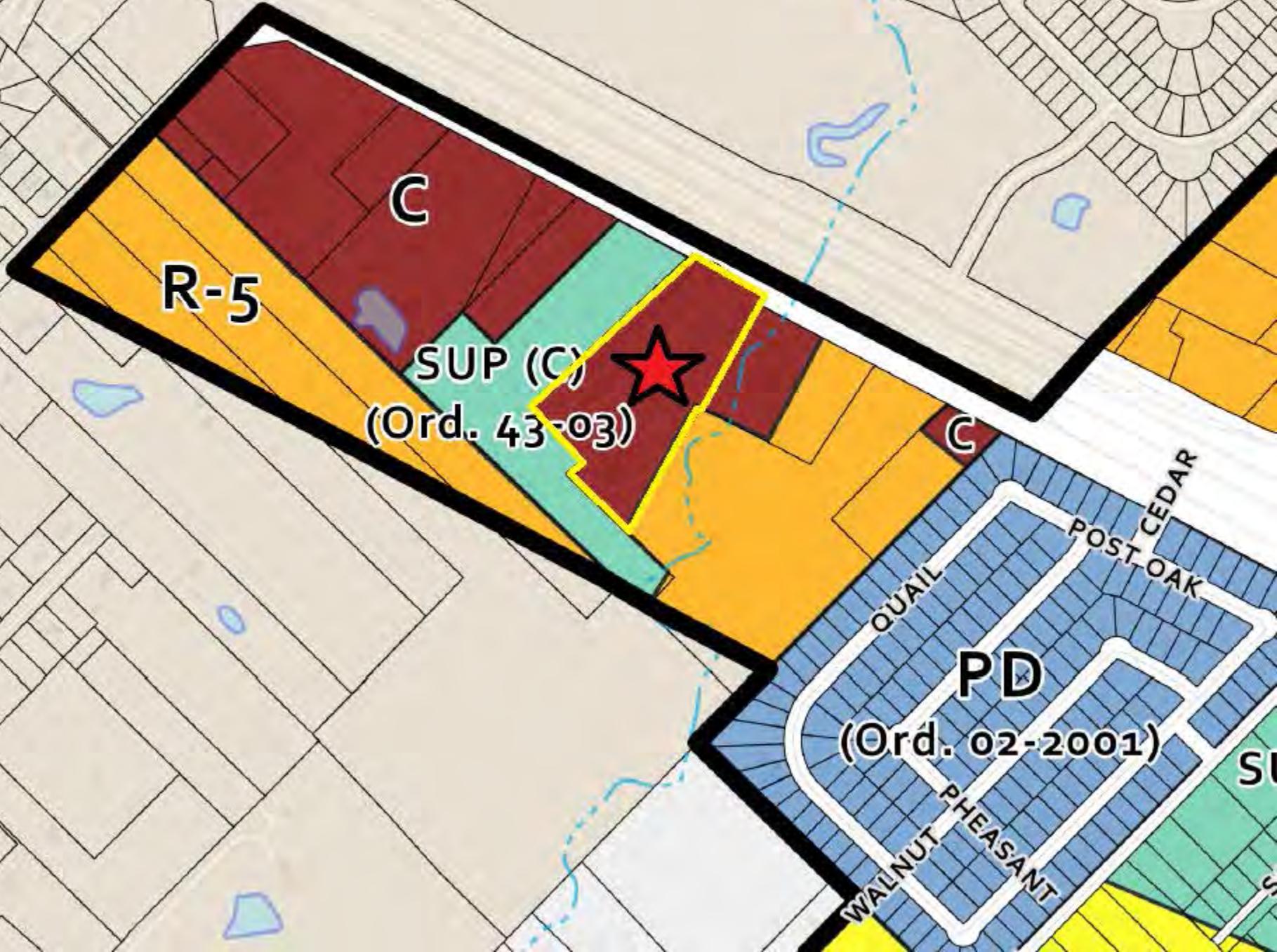
**KENTA LITTLE**  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01LI6354951  
Qualified in Bronx County  
Commission Expires 02/21/2025

SUBSCRIBED AND SWORN TO before me, this the 16<sup>th</sup> day of November, 2023.  
(Month) (Year)

Notary Public in and for the State of ~~Texas~~ New York  
My Commission Expires On: 02/21/2025

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

175



R-5

C

SUP (C)  
(Ord. 43-03)

C

PD  
(Ord. 02-2001)

QUAIL  
POST-OAK  
CEDAR

WALNUT  
PHEASANT



TO: Mayor and City Council  
FROM: Chris Ryan, Director of Public Works  
DATE: January 22, 2024  
ITEM: 16  
DESCRIPTION: Discuss and consider approval of a City of Seagoville standard form License and Use Agreement to be used for use of City sports facilities by any youth sports association or group.

---

### **INTRODUCTION**

The purpose of this item is to standardize the License and Use Agreement.

### **BACKGROUND**

The City currently does not have a standard form of agreement. This form will facilitate future agreements with specific sport associations or groups. The City Attorney has reviewed the standard form presented.

### **RECOMMENDATION**

Administration recommends approval.

### **ATTACHMENTS**

1. Standard Form - License and Use Agreement

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF DALLAS**           §

**LICENSE AND USE AGREEMENT  
BY AND BETWEEN THE CITY OF SEAGOVILLE  
AND \_\_\_\_\_**

THIS LICENSE and USE AGREEMENT is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the CITY OF SEAGOVILLE, TEXAS (hereinafter referred to as “CITY”), acting by and through its City Manager, and \_\_\_\_\_ (hereinafter referred to as “ASSOCIATION”), acting by and through its Board of Directors, President or designee.

**WITNESSETH:**

**WHEREAS**, the City of Seagoville, Texas owns and maintains all CITY park and sports facilities; and

**WHEREAS**, the ASSOCIATION is comprised of various member youth teams for sports play; and

**WHEREAS**, the ASSOCIATION desires to use the CITY park and sports facilities as set forth in Exhibit “A”, which is attached hereto and incorporated herein by reference; and

**WHEREAS**, the maintenance and upkeep of such sports facilities will be required by both CITY staff and ASSOCIATION; and

**WHEREAS**, the parties, in expending funds for the performance of maintaining such parks and ASSOCIATION for providing youth sports for the members of its association, shall make payments therefor only from current revenues; and

**WHEREAS**, ASSOCIATION and the CITY agree that the property and sports facilities identified in Exhibit “A” shall be used for the purpose of providing youth sports opportunities for the members of ASSOCIATION;

**NOW THEREFORE, FOR AND IN CONSIDERATION** of the mutual agreements contained herein, the parties hereto do hereby agree as follows:

## I. AGREEMENT

- 1.01 The recitals set forth above are agreed to be true and correct and are incorporated herein and made a part of this Agreement.
- 1.02 The CITY and ASSOCIATION agree, under the terms and conditions provided herein, to permit for use of the City fields and concession stands identified in Exhibit "A"(Limited use) during the ASSOCIATION season.
- 1.03 The ASSOCIATION shall provide fees as required in this Agreement. User fees in the amount of ten dollars (\$10.00) per resident participant per season and twenty dollars (\$20.00) per non-resident participant per season, shall be due and owing no later than fourteen (14) days prior to the first scheduled game of such season. ASSOCIATION user fees per season shall be determined based on the number of paid participants for the season being paid and payment shall be accompanied by a written statement showing the per participant fee times the number of resident and non-resident participants. (Resident status shall be determined based on the residency within the corporate City limits of the City of Seagoville).
- 1.04 The ASSOCIATION hereby further agrees, as a condition to the license and use granted herein, to provide a proposed Facility Use Schedule (which identifies complexes and fields to be used) to the CITY fourteen (14) days before the commencement of each season. ASSOCIATION further agrees the Facility Use Schedule will list each game field, practice area, starting and ending time, and days of the week the field will be used for games and practices.
- 1.05 For statistical purposes, a Field Usage Chart, will be provided by ASSOCIATION to the CITY. This information will be due fourteen (14) days before the start of each season. The Field Usage Chart shall include the following information: a breakdown of all regularly scheduled games including makeup games with the following data included: complex, days, dates and times of use. The Field Usage Chart must be approved in writing by the City prior to becoming effective.
- 1.06 The City requires a **Special License and Use Agreement** be executed by ASSOCIATION for all Tournaments, Camps and/or Clinics. There are two different Special License and Use Agreements; one (**Exhibit "H"**) is designed for any event that charges participants a fee and one (**Exhibit "I"**) is designed for any event that **does not** charge participants a fee. **The proper Special License and Use Agreement must be executed with signatures of staff approval before any event can be advertised or agreed upon to be hosted at any City of Seagoville athletic facility. All Special License and Use Agreement requests are to be made for consideration, in writing to the CITY a minimum of thirty (30) days before the scheduled start of the event.**
- 1.07 The season shall run from January 1<sup>th</sup> to December 31<sup>st</sup> of each year. A season will consist of all ASSOCIATION league games, tournaments, or clinic, and make up games.

- 1.08 Tournaments: ASSOCIATION shall be allowed to conduct tournaments, such tournaments shall last no longer than 1 day, subject to rainouts. **All ASSOCIATION tournaments will be required to enter in the appropriate Special License and Use Agreement (Exhibit “H”) or (Exhibit “I”) with the CITY. All Special License and Use Agreements are to be made for consideration, in writing to the CITY a minimum of thirty (30) days before the scheduled start of the tournament.** If additional tournaments are requested ASSOCIATION agrees to provide the following:
1. A roster of all participants indicating their residency and the amount paid to participate in the tournament;
  2. A certified roster of all tournament staff, paid and volunteer, indicating each has a clear background check, where necessary;
  3. Tournament schedule, starting and ending times;
  4. A copy of all tournament advertising;
  5. A diagram of the complex to be used; and
  6. All proper fees shall be paid in full to the CITY.
- 1.09 Camps and Clinics: ASSOCIATION shall be allowed to conduct camps or clinics on Game Fields. All other football camps and/or clinics conducted by ASSOCIATION shall be scheduled on practice facilities only. **All ASSOCIATION camps or clinics will be required to enter in the appropriate separate Special License and Use Agreement (Exhibit “H”) or (Exhibit “I”) with the CITY. All Special License and Use Agreements are to be made for consideration, in writing to the CITY a minimum of thirty (30) days before the scheduled start of the camp or clinic.** If additional camps or clinics are requested ASSOCIATION agrees to provide the following:
1. A roster of all participants indicating their residency and the amount paid to participate in the camp;
  2. A certified roster of all camp staff, paid and volunteer, indicating each has a clear background check in accordance with CITY policy governing youth sports, where necessary;
  3. Starting and ending times;
  4. A copy of all clinic advertising;
  5. A diagram of the practice area to be used; and
  6. All proper fees shall be paid in full to the CITY.
- 1.10 The ASSOCIATION is granted the authority to use the park and sports facilities, depicted in Exhibits “A”, “B”, and “C”, between the hours of 7:00 a.m. and 10:00 p.m. based on the Field Usage Chart, for youth sports. Further, ASSOCIATION agrees not to schedule games or practices on the dates indicated on “Exhibit D”, which is attached hereto and incorporated herein by reference, to allow the CITY to plant and grow Bermuda grass. The CITY and ASSOCIATION agree that scheduling of additional games and practices on dates not contained in the authorized schedule shall not be permitted unless these additional times are mutually agreed to in writing by the CITY and ASSOCIATION.

- 1.11 The usage of the sports facilities depicted in Exhibit “A” shall be limited to the sports games and contests scheduled by ASSOCIATION with notice of such scheduling being provided to the CITY as provided in this Agreement. **ASSOCIATION shall provide one point of contact for all scheduling of CITY fields.** No other ASSOCIATION tournaments and/or use of the facilities, other than expressly provided under the scheduling agreement set forth herein, and any amendments thereto, shall be allowed by ASSOCIATION. Weather days, rain days, or suspension of play may require rescheduling of events and notice of rescheduling of those events must be given to the CITY at least **forty-eight (48) hours** prior to such use.
- 1.12 The CITY shall be responsible for all maintenance and costs, including water, sewer, electric, gas, and other utilities as associated with the subject facilities for its sports programming under the terms of this Agreement. Such maintenance and costs provided by the CITY include:
1. watering;
  2. mowing;
  3. over seeding;
  4. fertilizing;
  5. aerification;
  6. top-dressing;
  7. turf management;
  8. off-season renovations;
  9. fences;
  10. scoreboards; and,
  11. concession stands and restroom facilities.

***Note: The City of Seagoville is responsible for the Initial Stripping ONLY; thereafter, field striping is the responsibility of the ASSOCIATION.***

- 1.13 Any additional maintenance or improvements by ASSOCIATION to the playing field surface or park facilities on each of the parks, as depicted on Exhibits “A”, “B”, and “C” shall be only with permission by the CITY. The CITY shall not unreasonably withhold any requested permission by ASSOCIATION.
- 1.14 ASSOCIATION further agrees to use such facilities in accordance with the following established conditions:
1. **Athletic Facility Rainout Procedures:** The CITY will notify the ASSOCIATION of the field condition’s suitability should rain out conditions become possible.
  2. **Field Closure Policy and Procedure:** ASSOCIATION shall cancel, delay or postpone any games, tournaments, practices, scrimmages, camps etc., if severe weather conditions are present. ASSOCIATION will purchase and utilize lightening detectors, and shall utilize them as necessary.

3. The CITY, at its sole discretion, retains the right to close any CITY owned facilities subject to this Agreement upon reasonable notice to ASSOCIATION. The CITY, at its sole discretion, may close the CITY facilities and suspend play at any time if it is determined that participants risk of injury, damage to the facilities or the general health, safety or welfare is in jeopardy. In addition, fields may be closed for repair, remodeling or over seeding in which case the CITY will timely notify league officials of ASSOCIATION to minimize the impact on schedules when possible.
  4. **Field Maintenance or Changes to Season Schedules:** ASSOCIATION through their President or his/her designee shall promptly notify the CITY of all field maintenance requests, additional services or unsafe facility conditions by providing notice to the CITY. ASSOCIATION shall notify the CITY of any and all-season schedule changes not depicted in the master schedule. ASSOCIATION shall provide written notice to the CITY at least **forty-eight (48) hours** prior to any change request. The CITY reserves the right to grant or deny such schedule change.
  5. **Special Field Maintenance:** The CITY, if requested by the ASSOCIATION shall provide CITY Staff labor for tournaments, special football events or reevaluation of fields closed due to excessive rain accumulations, as available for an additional fee of \$50.00 per hour per employee. There will be a minimum charge of 2 hours per employee per day requested. **Additionally, this service may not be used to prepare game fields that have been closed by the CITY due to rainouts, safety issues or field conditions.**
- 1.15 The CITY shall have the sole duty and responsibility for any repairs of any permanent improvements owned by the CITY such as backstops, dugouts, spectator stands, buildings, lighting facilities, scoreboards or other permanent structural improvements on the property as depicted in Exhibits "A", "B", and "C".
  - 1.16 The CITY, as the owner, shall be permitted and has the right to make, at its own expense, any alterations or additions to any of the premises listed in Exhibits "A" and "B", notwithstanding any provision of this Agreement.
  - 1.17 Upon reasonable notice to ASSOCIATION, the CITY also reserves the right to close certain facilities even during the operational hours and may make alternate plans for the use of replacement premises or facilities.
  - 1.18 ASSOCIATION may not remove, in whole or in part, any improvement, facilities, or fixtures, including bleachers without the expressed written permission of the CITY and then only in the event that the removal will not subject such improvement, facilities, or fixtures to damage. Any such removal will be at the sole expense of ASSOCIATION.
  - 1.19 Parking: During the terms of the Agreement, ASSOCIATION shall have access and the CITY will provide access to parking facilities on the premises which are expressly included as part of this designated facilities agreement in Exhibit "A". The repair and maintenance of such parking lot shall remain the sole responsibility of the CITY.

- 1.20 Athletic Equipment: The ASSOCIATION may maintain related athletic equipment, installed and used by ASSOCIATION, for the sports program in accordance with generally accepted maintenance standards, at its costs, within the property designated in Exhibits “A” and “B”. This shall include any labor, contractual repair as needed, parts or replacement as required. Prior to any alteration or installation of such equipment, written authorization must be provided by the CITY. The CITY shall not unreasonably withhold any requested authorization by ASSOCIATION.
- 1.21 **ASSOCIATION shall not post any signs or banners without the prior written approval of the CITY.**
- 1.22 **The ASSOCIATION agrees under terms of this Agreement to employ a TCOLE licensed Seagoville Police Officer at all youth sports related events occurring on City Property. The purpose of this employment is to protect the welfare of all attendees at the related events and to ensure that a qualified TCOLE licensed Police Officer is present to keep the peace and enforce State laws and City Codes. The CITY shall assign a Police Officer to provide law enforcement service at the Officer’s overtime rate (\$60 per hour) with a two-hour minimum. That overtime rate will then be invoiced to the ASSOCIATION for reimbursement payment to the CITY. City will waive unless deemed necessary by Public Works Director.**
- 1.23. City of Seagoville Emergency Contact Information:
1. Injury, Accident or Unsafe Condition: All known injuries, accidents or unsafe conditions occurring on CITY property will be reported to the CITY within 2 business days, utilizing the attached "Incident/Accident Form" (Exhibit E) or "Unsafe Condition Form" (Exhibit F). These completed forms shall be delivered by hand delivery or mail, to the CITY, at 702 N. Highway 175, Seagoville, Texas 75159.
  2. Maintenance Concerns: All maintenance, irrigation, field preparation, repairs and lighting concerns are to be coordinated through the CITY at 972-287-6823.
  3. Scheduling Questions: All scheduling of facilities for games, practices, tournaments, clinics and camps are to be coordinated through the CITY @ 972-287-6823.
- 1.24 Gate Charges. ASSOCIATION agrees that gate charges will not exceed the following:
1. \$7 per person general admission;
  2. \$3 per person age 4 to 12 years; and
  3. Free for children age 3 and under.
- ASSOCIATION agrees to submit twenty (20%) percent of the gate charges collected to the City within one (1) week of each game.
- 1.25 ASSOCIATION agrees to pay to City the following additional fees and/or fines:

1. \$50 per employee per hour for trash clean-up if ASSOCIATION personnel do not leave the facility clean and debris-free;
2. \$25 per hour for lights for games and other events for which lighting is required;
3. \$50 per occurrence for practicing on Game Fields as determined by City.

## **II.**

### **ASSOCIATION USE OF CITY PARK CONCESSION FACILITIES**

- 2.01 ASSOCIATION shall have the right to use the concession facilities at C.O. Bruce Park on the dates and times noted for its uses which are allowed during authorized schedule of the facilities at a rate of \$500 per year.
- 2.02 ASSOCIATION will utilize the concession facilities only for the purpose of vending and/or sale of concessions, food, beverages, or merchandise. For any other use of the facility during non-authorized game seasons, the ASSOCIATION will be required to obtain the appropriate Special License and Use Agreement from the CITY.
- 2.03 ASSOCIATION is strictly prohibited from leasing or sub-leasing the concessions operation of any CITY facility without written permission from the City Manager.
- 2.04 ASSOCIATION shall comply with all City of Seagoville Food Service and Health Regulations pertaining to the vending and handling of food and beverages. ASSOCIATION must obtain two food manager certifications prior to using the concession stand.
- 2.05 The ASSOCIATION shall take the premises on an “as-is” condition on the date of execution of this Agreement and there shall be no obligation by the CITY to make any other improvements to the concession stands and/or any of the athletic facilities. ASSOCIATION shall not make any improvements or structural changes to any CITY concession facility without written permission by the City Manager.

## **III.**

### **GENERAL REQUIREMENTS APPLICABLE TO ASSOCIATION USE OF CITY PROPERTY**

- 3.01 IMMUNITY: Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the immunity of either party under the Texas Civil Practice and Remedies Code §§101.001 et seq. It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor ASSOCIATION waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.
- 3.02 INSURANCE: During the term of this Agreement, and any extensions thereof, ASSOCIATION agrees to obtain and maintain, at its sole expense, general liability

insurance with the minimum amounts of \$500,000 Bodily Injury Liability and \$500,000 Property Damage Liability while naming the City of Seagoville as an additional insured to protect against potential claims arising out of the ASSOCIATION's use of the CITY'S property and facilities designated on Exhibit "A" attached hereto. The ASSOCIATION shall furnish the CITY with a copy of all certificates of insurance prior to the execution of this Agreement. Nothing contained herein shall be construed to grant any third-party rights or waive the governmental and/or public purpose of the operation or use of any of the facilities named in this Agreement as Exhibits "A", "B" and/or "C".

3.03 **THIRD PARTIES:** This Agreement does not create any third-party beneficiaries. Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to create, expand or form a basis for liability to any third party under any theory of law against either the CITY or ASSOCIATION unless such a basis exists independent of this Agreement under State or federal law.

3.04 **NOTICE:** Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered by e-mail or personally during the normal business hours of the party to whom such communication is directed, or upon receipt when sent by United States registered or certified mail, return receipt requested, postage prepaid, to the appropriate one of the following addresses as may be designated by the appropriate party; however, each party has a right to designate a different address by giving the other party fifteen (15) days prior written notice of such designation:

**If to ASSOCIATION:**

Youth Sports Association

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

**If to CITY:**

City of Seagoville  
Attn: City Manager  
702 N. U.S. Highway 175  
Seagoville, Texas 75159

972.287.2050

3.05 **CLAIMS AGAINST PARTIES:** Each party shall be responsible for defending and/or disposing of all causes arising against the respective party as a result of its use or occupation of the subject facilities and property. It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor ASSOCIATION waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

- 3.06 TERM: The term of this Agreement shall be for a period of one (1) year commencing on the date first written above, and may thereafter be automatically renewed from year to year unless terminated sooner by either party in accordance with the terms herein.
- 3.07 CRIMINAL HISTORY PROVISIONS AND COACH CERTIFICATION: ASSOCIATION agrees to provide proof that criminal background checks of all adults acting as coach, instructor, teacher, official, or manager have been conducted. An affidavit of certification (Exhibit "G") from ASSOCIATION and a list of all persons, names and addresses who successfully pass the background check is to be turned into the CITY before ASSOCIATION begins any league practice, games or team meetings with children. **Further, it is highly recommended that ASSOCIATION mandate that all coaches obtain a certification in coaching and sportsmanship.**
- 3.08 ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.
- 3.09 SEVERABILITY: In case one (1) or more of the provisions contained herein 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 thereof, and this Agreement shall be construed as if such invalidity, illegality or unenforceable provision had never been contained herein.
- 3.10 AUTHORITY: The undersigned officers and/or agents are authorized to execute this contract on behalf of the parties hereto, and each party hereto certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.
- 3.11 ASSOCIATION shall promptly report to CITY any defects or dangerous conditions it discovers on or concerning CITY property, and shall cease any such use of same until such defect or condition is repaired or cured by the CITY.

#### IV. TERMINATION

- 4.01 Either party may terminate this Agreement with or without cause, by giving thirty (30) days prior written notice of the date of termination to the other party. **The City reserves the right to terminate this agreement for public safety reasons without notice.** This Agreement may be terminated in whole or in part and will apply only to the properties so identified in the notice of termination. Upon termination, all permanent improvements and personal property shall remain the property of the party originally constructing or otherwise paying for the same. Removal of personal property or improvements shall be subject to the terms contained herein. However, all personal property and improvements remaining on the subject real property ninety (90) days after the date of termination shall become the

personal property and improvements of the party which owns the subject real property subject to the provisions of contained herein, except as may be otherwise expressed.

**V.  
REMEDIES**

- 5.01 No right or remedy granted or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

**VI.  
APPLICABLE LAW**

- 6.01 This Agreement is governed by the laws of the State of Texas; any venue for any action shall be in State District Court of Dallas County.

**VII.  
SUCCESSORS AND ASSIGNS**

- 7.01 This Agreement is binding on and inures to the benefit of the successors, executors, administrators and assigns of the parties to this Agreement and affects the use of land and shall run with the land. ASSOCIATION will not assign, sublet, subcontract or transfer the provisions of this agreement. This Agreement cannot be assigned without the expressed written authorization and approval of the CITY as required by law.

**VIII.  
RECITALS AND ATTACHMENTS**

- 8.01 The recitals and attachments to this Agreement are incorporated herein for all purposes as if set out herein verbatim.

**IX.  
TERM**

- 9.01 The term of this Agreement shall be for a period of one (1) year commencing on the date first written above, and shall thereafter be automatically renewed from year to year unless terminated sooner by either party in accordance with the terms herein.

**X.  
INDEMNIFICATION**

- 10.1 **The ASSOCIATION agrees to indemnify and hold harmless the CITY, its officers, agents, and employees ("City") from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgments including death ("Claims"), recovered from or asserted against the City for personal injury, court costs, or damage to persons or property incident to, arising out of, or caused, directly or indirectly, in whole or in part, by an act, omission, negligence, or misconduct by the ASSOCIATION or any of its agents, servants, employees, contractors, patrons, guests, or invitees whether based upon the alleged joint and/or concurrent negligence of the City and ASSOCIATION arising out of the incident to ASSOCIATION's use of Facilities covered by this Agreement.**

**XI.  
FORCE MAJEURE**

- 11.1 If Facilities covered by this agreement or any portion thereof are destroyed or damaged by fire or other calamity so as to prevent the use of Facilities for the purposes intended and during periods specified by this Agreement, or if the use of Facilities by the ASSOCIATION will be prevented by an act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the CITY, then this Agreement will terminate. The CITY will not be liable or responsible to the ASSOCIATION for any damages caused thereby and the ASSOCIATION hereby waives any claim against the City for damages by reason of such termination.

**XII.  
EXECUTION**

- 12.01 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

*(This area intentionally left blank.  
Signature page to follow)*

Executed between the parties on the date first written above.

**INSERT NAME OF ASSOCIATION**

By: \_\_\_\_\_  
\_\_\_\_\_, President

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF DALLAS**           §

**ASSOCIATION Acknowledgment**

**BEFORE ME**, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed same for and as the act and deed of \_\_\_\_\_, and as the representative thereof, and for the purposes and consideration therein expressed and in the capacity therein stated after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
My Commission Expires

\_\_\_\_\_  
Notary Public In and For:  
The State of Texas

\_\_\_\_\_  
Notary's Printed Name

**CITY OF SEAGOVILLE, TEXAS**

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

ATTEST:

By: \_\_\_\_\_  
Sara Egan, City Secretary

**APPROVED AS TO FORM:**

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

**EXHIBIT "A"**  
**(CITY PARKS & SPORTS FACILITIES TO BE USED BY ASSOCIATION)**

C.O. Bruce Park  
Petty White Park  
Beardon Park

**EXHIBIT “B”  
(GAME FIELDS ONLY)**

**C.O. Bruce Park**

**Football Field #1**

**Soccer Field #2**

**Soccer Field #3**

**Petty White Park**

**Soccer Field #1**

**Soccer Field #2**

**Soccer Field #3**

**Soccer Field #4**

**Soccer Field #5**

**Soccer Field #6**

**Soccer Field #7**

**Soccer Field #8**

**Soccer Field #9**

**Beardon Park**

**Baseball Field#1**

**Baseball Field#2**

**Baseball Field#3**

**Baseball Field#4**

**EXHIBIT “C”  
(PRACTICE FIELDS)**

**C.O. Bruce Park  
Petty White Park  
Beardon Park  
Casa Grande Park  
Heard Park**

## **EXHIBIT “D”**

**(GENERAL BLACKOUT DATES FOR ALL CITY WIDE GAME & PRACTICE FIELDS)**

### **ALL PARKS**

**Bermuda grass blackout dates.**

### **C.O. Bruce “Central” Park**

**Bermuda grass blackout dates.**

**Mayfest**

**Kid Fish**

**Movie in the Park (August 17, 2024 and September 14, 2024)**

**Seagofest**

### **Petty White Park**

**Bermuda grass blackout dates.**

### **Beardon Park**

**Bermuda grass blackout dates.**

**EXHIBIT “E”**  
**City of Seagoville**  
**ACCIDENT/INCIDENT REPORT**

<b>Name:</b>	<b>Date and Time Accident/Incident Occurred:</b>
<b>Address:</b>	<b>Date and Time Accident/Incident Was Reported:</b>
<b>Telephone:</b>	
<b>Organization:</b>	
<b>Names of Witnesses:</b>	<b>Addresses and Telephone Numbers of Witnesses:</b>
<b>Description of Accident/Incident (What happened?) Person Received Medical Attention? Yes/No</b>	
<b>Cause of Accident/Incident:</b>	

**Have you addressed the “Five W’s” and the “H” required for an accident/incident investigation? (Who, What, When, Where, Why, and How?)**

**EXHIBIT "F"**

**City of Seagoville**  
**REPORT OF UNSAFE CONDITION FORM**

**COMPLETE SECTION BELOW AND GIVE TO CITY:**

Organization: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Location: \_\_\_\_\_

Hazard or Problem: \_\_\_\_\_

Required Repairs: \_\_\_\_\_

**PARK EMPLOYEE COMPLETES SECTION BELOW AND GIVES TO CITY:**

Park Crew Leader: \_\_\_\_\_

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

Action Taken: \_\_\_\_\_

Date Action Was Taken: \_\_\_\_\_

**CITY REVIEW:**

Date Received: \_\_\_\_\_ Type of Hazard: \_\_\_\_\_

Manager/Director Reviewing Condition: \_\_\_\_\_

Review Comments/Action to Correct: \_\_\_\_\_

\_\_\_\_\_  
Signature of CITY

**EXHIBIT "G"**

**STATE OF TEXAS                    § AFFIDAVIT OF COMPLIANCE FOR THE CITY**  
**§ OF SEAGOVILLE CRIMINAL BACKGROUND CHECK**  
**COUNTY OF DALLAS               § FOR ADULT VOLUNTEERS IN ORGANIZATIONS**

BEFORE ME, the undersigned, personally appeared \_\_\_\_\_, who is a member of the \_\_\_\_\_ (Organization) and after being by me duly sworn did depose:

"I have never been convicted of a felony, I am over the age of eighteen and otherwise qualified and have personal knowledge of the facts set forth herein below:

That the above named Organization hereby currently utilizes the City of Seagoville park and sports facilities. In connection therewith, the following named persons, who appear on the attached Exhibit "A" have been subjected to a criminal background check and have been found NOT to be convicted of a felony offense or to have been convicted of a crime of moral turpitude including crimes against children, sexual assault, or domestic violence.

That in compliance with the foregoing policy, each and every person whose name appears on Exhibit "A" has had the results of a completed criminal history background check reviewed before any person was assigned to any duties or responsibilities at any City facility. The required criminal history background checks were conducted pursuant to the Criminal History Information Act adopted by the legislature as codified in § 411 of the TEXAS GOVERNMENT CODE *et. seq.*

That this Organization assures if there is ever a change in status of any person listed, the City will be immediately notified.

**That all statements and assurances made by this Organization in this affidavit are made under the penalty of perjury.**

That this Affidavit and attached Exhibit "A" will expire and no longer comply with the foregoing policy twelve months and one day from the sworn date indicated below.

Further the affiant sayeth not."

\_\_\_\_\_  
,Affiant

SUSCRIBED AND SWORN TO BEFORE ME, on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

My commission Expires: \_\_\_\_\_

**EXHIBIT ‘H’**  
**CITY OF SEAGOVILLE PARKS DEPARTMENT**  
**Special License and Use Agreement**  
**Request Form for Fee Based Events**

Name:	Date:
Address:	Zip Code:
City:	State:
Home Phone:	Work Phone:
Mobile Phone:	Email:
Does your entity meet an 80% Seagoville resident requirement or is your business or Church in the corporate City limits of Seagoville? Please explain:	
Entity Requesting Use:	
Entity Location:	
Event Host:	
Event Sanctioned with:	
Facility Requested:	
Field(s) Requested:	
Date(s) of Use including times:	
Light Schedule:	
Field(s) Lighted:	

**Facility Use Guidelines**

1. Must fill out Special License and Use
2. Agreement forms completely and return in person to the Parks Department with all proper documentation attached a minimum of 30 days before the scheduled event start date.
3. Special License and Use Agreement is not intended for league practices, scrimmages, and/or practice games.
4. User shall comply with all rules and regulations of the City Code, City Ordinances as well as all Federal, State, and Local Laws.
5. No extra field prep work will be done for businesses and Churches requesting use of facilities i.e. no bases put out, goals moved, bleachers moved, fields stripped, infields dragged, etc.
6. User agrees to leave the facility in as good or better condition than which existed prior to their usage.
7. Any person or entity desiring to utilize any City of Seagoville Athletic Facility must abide by the following guidelines in addition to the ones listed in the Special License and Use Agreement. A background check must be performed in accordance with the City background check policy including a notarized affidavit of compliance and exhibit “A” for events that include youth. User must also provide a certificate of insurance indicating a minimum coverage of \$500,000 bodily injury liability and \$500,000 property damage liability while naming the City of Seagoville as an additional insured.

**EXHIBIT ‘H’**  
**CITY OF SEAGOVILLE PARKS DEPARTMENT**  
**Special License and Use Agreement**  
**Request Form for Fee Based Events**

**Fee Guideline**

- 20% of the Total Gate Fees due to the City of Seagoville within (1) week of the event.
- 

<b>Amount of Deposit: \$ 500</b>	<b>Date Received:</b>
<b>20% Gate Fees Receipts: \$</b>	<b>Date Received:</b>
<b>Copies received of advertisements for the event, fee structure, gross receipts, team names or individual’s names, and a schedule of activities and/or games: YES NO</b>	<b>Date Received:</b>

**Guidelines**

1. Deposit fee is due upon approval of event. All gate fees are due and made payable to the City of Seagoville on or before one (1) week after the last scheduled event date.
2. Any entity requesting to host an event for which the participants will be charged a fee must turn in copies of advertisements for the event, fee structure, gross receipts, team names or individual’s names, and a schedule of activities and/or games for that event.
3. Signatures of staff approval must be received before any event can be advertised or agreed upon to be hosted at any City of Seagoville athletic facility.

User agrees to indemnify and hold harmless the City, its agents and employees from and against any claims for damages to persons or property arising out of any use of the facility and its premises by the user. The user does hereby assume all liability and responsibility for bodily injuries, claims, or suits for damages to persons or property of whatever character, whether real or asserted occurring in connection with the use of the facility or its premises by user, his or its agents, servants, employees, contractors or subcontractors. The City assumes no responsibility for any property placed in or about the facility.

***I hereby certify that I have read and understand the Special License and Use Agreement and all applicable policies attached to this Agreement, and by this signature certify my compliance with the terms of this Special License and Use Agreement and Release of Liability.***

\_\_\_\_\_  
User Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Staff Signature

\_\_\_\_\_  
Date

**EXHIBIT “I”**  
**CITY OF SEAGOVILLE PARKS DEPARTMENT**  
**Special License and Use Agreement**  
**Request Form for NON-Fee Based Events**

Name:	Date:
Address:	Zip Code:
City:	State:
Home Phone:	Work Phone:
Mobile Phone:	Email:
Does your entity meet an 80% Seagoville resident requirement or is your business or Church in the corporate City limits of Seagoville? Please explain:	
Entity Requesting Use:	
Entity Location:	
Event Host:	
Event Sanctioned with:	
Facility Requested:	
Field(s) Requested:	
Date(s) of Use including times:	
Light Schedule:	
Field(s) Lighted:	

**Facility Use Guidelines**

1. Must fill out Special License and Use Agreement forms completely and return in person to the Parks Department with all proper documentation attached a minimum of 30 days before the scheduled event start date.
2. Special License and Use Agreement is not intended for league practices, scrimmages, and/or practice games.
3. User shall comply with all rules and regulations of the City Code, City Ordinances as well as all Federal, State, and Local Laws.
4. No extra field prep work will be done for businesses and Churches requesting use of facilities i.e. no bases put out, goals moved, bleachers moved, fields stripped, infields dragged, etc.
5. User agrees to leave the facility in as good or better condition than which existed prior to their usage.
6. Any person or entity desiring to utilize any City of Seagoville Athletic Facility must abide by the following guidelines in addition to the ones listed in the Special License and Use Agreement. A background check must be performed in accordance with the City background check policy including a notarized affidavit of compliance and exhibit “A” for events that include youth. User must also provide a certificate of insurance indicating a minimum coverage of \$500,000 bodily injury liability and \$500,000 property damage liability while naming the City of Seagoville as an additional insured.

**EXHIBIT "I"**  
**CITY OF SEAGOVILLE PARKS DEPARTMENT**  
**Special License and Use Agreement**  
**Request Form for NON-Fee Based Events**

**Fee Guideline**

Deposit Fee                      \$500.00 per event      Total Paid \_\_\_\_\_ Date: \_\_\_\_\_

***Non-Lighted Fields***

Number of Fields	Times	Number of Hours	Times	Rate	Total
	X		X	\$0.00	

***Lighted Fields***

Number of Fields	Times	Number of Hours	Times	Rate	Total
	X		X	\$50.00	

**Guidelines**

1. Deposit fee is due upon approval of event. All other fees are due and made payable to the City of Seagoville on or before event start date.
2. All events must turn in copies of advertisements for the event if available, including team names or individuals' names, and a schedule of activities and/or games for that event.
3. Signatures of staff approval must be received before any event can be advertised or agreed upon to be hosted at any City of Seagoville athletic facility.

User agrees to indemnify and hold harmless the City, its agents and employees from and against any claims for damages to persons or property arising out of any use of the facility and its premises by the user. The user does hereby assume all liability and responsibility for bodily injuries, claims, or suits for damages to persons or property of whatever character, whether real or asserted occurring in connection with the use of the facility or its premises by user, his or its agents, servants, employees, contractors or subcontractors. The City assumes no responsibility for any property placed in or about the facility.

***I hereby certify that I have read and understand the Special License and Use Agreement and all applicable policies attached to this Agreement, and by this signature certify my compliance with the terms of this Special License and Use Agreement and Release of Liability.***

\_\_\_\_\_  
User Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Staff Signature  
4865-9236-5726, v. 1

\_\_\_\_\_  
Date



TO: Mayor and City Council  
FROM: Sara Egan, City Secretary  
DATE: January 22, 2024  
ITEM: 17  
DESCRIPTION: Conduct an interview of a board applicant and consider an appointment to fill a vacancy to the Board of Adjustments, Place 3, with a term expiring June 30, 2024.

---

### **INTRODUCTION**

The purpose of this agenda item is to conduct an interview of a board applicant, Johnnie Goins.

### **BACKGROUND**

There is a vacancy on the Board of Adjustments, Place 3, with a term expiring June 30, 2024.

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: Sara Egan, City Secretary  
DATE: January 22, 2024  
ITEM: 18  
DESCRIPTION: Discuss and consider a Resolution casting a vote for the Fourth Member of the Board of Directors of the Dallas County Central Appraisal District.

---

### **INTRODUCTION**

The purpose of this agenda item is to cast a vote in the Runoff for 2023 Election of Suburban Cities Representative to DCAD Board of Directors

### **BACKGROUND**

On September 11, 2023 City Council made a motion to nominate Micheal Hurtt. During the Election, City Council passed a resolution casting a vote for Mr. Hurtt. Since there was no single candidate receiving 16 votes (majority of the 30 votes eligible), a runoff election is necessary between the top two candidates: Michael Hurtt of Desoto and Brett Franks of Sachse.

Each entity must cast its vote before January 31, 2024 to be submitted on time to DCAD's office.

### **RECOMMENDATION**

N/A

### **ATTACHMENTS**

1. DCAD Letter
2. Resolution



**Dallas Central Appraisal District**

**DATE:** December 21, 2023  
**TO:** Suburban Cities Mayors, City Managers, City Secretaries and Finance Directors  
**FROM:** W. Kenneth Nolan, Executive Director/Chief Appraiser  
**RE:** Runoff for 2023 Election of Suburban Cities Representative to DCAD Board of Directors

State law requires the Chief Appraiser to conduct an election of representatives to the Board of Directors in odd numbered years. The process outlined in the Texas Property Tax Code requires the election to be conducted and the individual entities notified of the results once the process is complete.

**1. Suburban Cities Election**

The election process requires a runoff. The following suburban cities participated in the election. Each of their selections is noted below. The current tally indicates Michael Hurtt of Desoto received 11, Brett Franks of Sachse received 4, Terry Lynne of Farmers Branch received 3, Carrie Gordon received 2, Mark Jones of Desoto received 1, and Steve Nichols of Hutchins received 1 of the 22 votes cast. Since there was no one candidate receiving 16 votes (majority of the 30 votes eligible), a runoff election is necessary between the top two finishers: Michael Hurtt of Desoto and Brett Franks of Sachse.

<u>City</u>	<u>Candidate Selected</u>
1. Addison	Michael Hurtt
2. Balch Springs	Terry Lynne
3. Carrollton	Michael Hurtt
4. Cedar Hill	Abstain
5. Cockrell Hill	Abstain
6. Combine	Abstain
7. Coppell	Abstain
8. DeSoto	Mark Jones
9. Duncanville	Michael Hurtt
10. Farmers Branch	Terry Lynne
11. Ferris	Michael Hurtt
12. Garland	Abstain
13. Glenn Heights	Carrie Gordon
14. Grand Prairie	Abstain
15. Grapevine	Abstain
16. Highland Park	Brett Franks
17. Hutchins	Steve Nichols
18. Irving	Terry Lynne

19. Lancaster	Michael Hurtt
20. Lewisville	Abstain
21. Mesquite	Michael Hurtt
22. Ovilla	Michael Hurtt
23. Richardson	Michael Hurtt
24. Rowlett	Carrie Gordon
25. Sachse	Brett Franks
26. Seagoville	Michael Hurtt
27. Sunnyvale	Brett Franks
28. University Park	Michael Hurtt
29. Wilmer	Michael Hurtt
30. Wylie	Brett Franks

**A runoff ballot is enclosed.**

**Please make plans on your council agenda during January to vote for a Suburban Cities Representative. The person who receives the most votes from the suburban cities in the runoff election is then declared the Fourth member of the DCAD Board of Directors. We appreciate your cooperation in this important process.**

Enclosure  
Runoff Ballot

Cc w/o Encl:

DCAD Board of Directors

Michael Hurtt  
217 South Hampton Rd  
Desoto, TX 75115

Brett Franks  
4811 West Creek Ln.  
Sachse, TX 75048-4301

**RUNOFF ELECTION BALLOT**

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

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

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

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

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

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

**Michael Hurtt**

**Brett Franks**

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

PASSED AND APPROVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
MAYOR

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

SEAL:



TO: Mayor and City Council

FROM: Sara Egan, City Secretary

DATE: January 22, 2024

ITEM: 19

DESCRIPTION: Discuss and consider a Resolution ordering the General Election to be held on May 4, 2024, for the purpose of electing persons to the offices of Councilmember Places 1, 3, and 5; authorizing a Joint Election with Other Dallas County Political Subdivisions; authorizing the City Manager to execute an Election Services Contract with Dallas County; providing for a Runoff Date; and providing an effective date.

---

#### **INTRODUCTION**

The purpose of this agenda item is to call or order the General Election to elect Councilmember Places 1, 3, and 5.

#### **BACKGROUND**

The general election for the City of Seagoville, as set forth by the Texas Election Code, is required to be held on May 4, 2024, at which time the voters will elect persons to the offices of City Council Places 1, 3, and 5.

In accordance with Section 271.002 of the Texas Election Code, the City election will be conducted jointly with other political subdivisions of Dallas County. It is in the public interest to call the election and to enter into a contract with Dallas County to conduct said election jointly with other Dallas County government entities.

#### **FINANCIAL IMPACT**

A Joint Election Contract has not been finalized yet.

#### **RECOMMENDATION**

Staff recommends approval.

#### **ATTACHEMNTS**

1. Resolution – English
2. Resolution – Spanish
3. Resolution – Vietnamese

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 4, 2024, FOR THE PURPOSE OF ELECTING PERSONS TO THE OFFICES OF COUNCILMEMBER PLACES 1, 3, AND 5; AUTHORIZING A JOINT ELECTION WITH OTHER DALLAS COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE AN ELECTION SERVICES CONTRACT WITH DALLAS COUNTY; PROVIDING FOR A RUNOFF DATE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the general election for the City of Seagoville, as set forth by the Texas Election Code, is required to be held on May 4, 2024, at which time the voters will elect persons to the offices of City Council Places 1, 3, and 5; and

**WHEREAS**, in accordance with Section 271.002 of the Texas Election Code, the City election will be conducted jointly with other political subdivisions of Dallas County, Texas; and

**WHEREAS**, the City Council of the City of Seagoville finds it to be in the public interest to call the foregoing election and to enter into a contract with Dallas County to conduct said election jointly with other Dallas County government entities.

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

**SECTION 1.** A general municipal election is hereby ordered to be held on the 4<sup>th</sup> day of May, 2024 for the purpose of allowing the qualified voters of the City of Seagoville to elect one Councilmember for Place 1 to serve a two (2) year term, one Councilmember for Place 3 to serve a two (2) year term, and one Councilmember for Place 5 to serve a two (2) year term.

**SECTION 2.** The election will be conducted jointly with other political subdivisions in Dallas County on May 4, 2024, pursuant to Chapters 31 and 271, Texas Election Code and a Joint Election Agreement and Election Services Contract by and between the City of Seagoville, Dallas County, and other political subdivisions (the “Joint Elections Agreement”).

**SECTION 3.** The election precinct and polling place of said elections shall open on Election Day at 7:00 a.m. and close at 7:00 p.m. at the following location:

Seagoville City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159

**SECTION 4.** Pursuant to the Joint Elections Agreement, Heider Garcia, the Dallas County Elections Administrator, shall serve as Election Administrator for the election. All election officials shall be the officials appointed to such positions by the Election Administrator from the list of proposed election judges listed in an attachment to the Joint Elections Agreement or as

otherwise selected pursuant to the terms of the Joint Elections Agreement, and to the extent required by law, those election officials are hereby so appointed.

**SECTION 5.** Early voting by personal appearance will be held at the Seagoville City Hall, 702 N. Hwy. 175, Seagoville, Texas 75159, and other branch locations as published by Dallas County public entities beginning on Monday, April 22, 2024, and continuing through Tuesday, April 30, 2024, at the times set forth below:

<u>Early Voting Dates</u>		<u>Voting Times</u>
April 22 – April 26	Monday - Friday	8:00 a.m. until 5:00 p.m.
April 27	Saturday	7:00 a.m. until 7:00 p.m.
April 28	Sunday	12:00 p.m. until 6:00 p.m.
April 29-30	Monday – Tuesday	7:00 a.m. until 7:00 p.m.

Additional early voting locations will be determined per the Joint Election Agreement and Contract for Election Services with the Dallas County Election Administrator.

**SECTION 6.** The Dallas County Election Administrator is hereby appointed to serve as the Early Voting Clerk and the Election Administrator’s permanent county employees are appointed as deputy early voting clerks. An Early Voting Ballot Board shall be created to process early voting results in accordance with Section 87.007 of the Texas Election Code.

**SECTION 7.** Applications for early voting ballots by mail must be received no later than the close of business on Tuesday, April 23, 2024. Applications may be submitted by mail, carrier delivery, fax, or e-mail:

Mail or Delivery: Dallas County Elections Department  
1520 Round Table Drive  
Dallas, TX 75247  
Fax: 214-819-6303  
E-Mail: [evapplications@dallascounty.org](mailto:evapplications@dallascounty.org)

**SECTION 8.** Notice of the election shall be published once in the official newspaper of the City not earlier than the 30<sup>th</sup> day or later than the 10<sup>th</sup> day before Election Day and shall be posted on the front window used to publish notice of City Council meetings not later than the 21<sup>st</sup> day before Election Day. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice and the person posting the notice shall make a record at the time of posting stating the date and place of posting.

**SECTION 9.** The first day for a candidate to file an application for a place on the ballot with the City Secretary for the election is no earlier than January 17, 2024, at 8 a.m., with the last day for filing to be no later than February 16, 2024, at 5:00 p.m., in accordance with Sections 143.006 and 143.007 of the Election Code.

**SECTION 10.** The election shall be conducted pursuant to the Charter of the City and the election laws of the State of Texas. The candidate for each office receiving a majority of all

votes cast for all candidates shall be elected to serve such term of office or until his or her successor is duly elected and qualified.

**SECTION 11.** In the event a run-off election becomes necessary, the Dallas County Elections Administrator will conduct the run-off election on Saturday, June 15, 2024. Early voting by personal appearance with respect to such run-off election shall be as determined by the Dallas County Elections Administrator.

**SECTION 12.** In accordance with Section 123.001 of the Texas Election Code, the Direct Record and Optical Scan Voting Systems approved by the Secretary of State are hereby adopted for the election on May 4, 2024.

**SECTION 13.** This resolution shall be construed with any action of the Dallas County Commissioners Court providing for the conduct of a joint election with other public entities as herein contemplated.

**SECTION 14.** The City Manager is hereby authorized to negotiate and execute a contract for a joint election and election services with Dallas County as the authorized representative of the City.

**SECTION 15.** The City Secretary is hereby authorized and directed to file, publish and/or post, in the time and manner prescribed by law, all notices required to be so filed, published and/or posted in connection with the conduct of this election.

**SECTION 16.** This resolution shall be effective immediately upon adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THIS THE 22<sup>ND</sup> DAY OF JANUARY 2024.**

APPROVED:

\_\_\_\_\_  
Lackey Stepper Sebastian, Mayor

Attest:

\_\_\_\_\_  
Sara Egan, City Secretary

Approved as to form:

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

N. ° DE RESOLUCIÓN. \_\_\_\_\_

**UNA RESOLUCIÓN DEL AYUNTAMIENTO DE LA CIUDAD DE SEAGOVILLE, TEXAS, QUE ORDENA UNA ELECCION GENERAL QUE SE LLEVARA ACABO EL 4 DE MAYO DE 2024, CON EL PROPÓSITO DE ELEGIR PERSONAS PARA LOS CARGOS DE CONCEJALES EN LOS LUGARES 1, 3 Y 5; AUTORIZAR UNA ELECCIÓN CONJUNTA CON OTRAS SUBDIVISIONES POLÍTICAS DEL CONDADO DE DALLAS; AUTORIZAR AL ADMINISTRADOR DE LA CIUDAD A EJECUTAR UN CONTRATO DE SERVICIOS ELECTORALES CON EL CONDADO DE DALLAS; ESTABLECER UNA FECHA DE ELECCIÓN DE SEGUNDA VUELTA; Y PROPORCIONAR UNA FECHA DE ENTRADA EN VIGOR.**

**CONSIDERANDO QUE**, las elecciones generales para la Ciudad de Seagoville, según lo establece el Código Electoral de Texas, deben celebrarse el 4 de mayo de 2024, momento en el cual los votantes elegirán personas para los cargos en los Lugares 1, 3 y 5 del Ayuntamiento; y

**CONSIDERANDO QUE**, de acuerdo con el Artículo 271.002 del Código Electoral de Texas, la elección de la Ciudad se llevará a cabo en conjunto con otras subdivisiones políticas del Condado de Dallas, Texas; y

**CONSIDERANDO QUE**, el Ayuntamiento de la Ciudad de Seagoville determina que es de interés público convocar las elecciones antes mencionadas y celebrar un contrato con el Condado de Dallas para llevar a cabo dichas elecciones en conjunto con otras entidades gubernamentales del Condado de Dallas.

**AHORA, POR LO TANTO, EL AYUNTAMIENTO DE LA CIUDAD DE SEAGOVILLE, TEXAS RESUELVE QUE:**

**SECCIÓN 1.** Por la presente se ordena la celebración de elecciones municipales generales el 4 de mayo de 2024 con el fin de permitir a los votantes calificados de la Ciudad de Seagoville elegir un concejal para el Lugar 1 para servir por un período de dos (2) años, un Concejal para el Lugar 3 por un período de dos (2) años, y un Concejal para el Lugar 5 por un período de dos (2) años.

**SECCIÓN 2.** Las elecciones se llevarán a cabo en conjunto con otras subdivisiones políticas del Condado de Dallas el 4 de mayo de 2024 de conformidad con los Capítulos 31 y 271 del Código Electoral de Texas y un Acuerdo de Elecciones Conjuntas y un Contrato de Servicios Electorales entre la Ciudad de Seagoville, el condado de Dallas y otras subdivisiones políticas (el “Acuerdo de Elecciones Conjuntas”).

**SECCIÓN 3.** El recinto electoral y lugar de votación de dichas elecciones abrirá el día de las elecciones a las 7 a.m. y cerrará a las 7 p.m. en la siguiente ubicación:

Seagoville City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159

**SECCIÓN 4.** De conformidad con el Acuerdo de Elecciones Conjuntas, Heider García, Administrador Electoral del Condado de Dallas, actuará como Administrador Electoral para la elección. Todos los funcionarios electorales serán los funcionarios designados para dichos puestos por el Administrador Electoral de la lista de jueces electorales propuestos enumerados en un anexo al Acuerdo de Elecciones Conjuntas o seleccionados de otra manera de conformidad con los términos del Acuerdo de Elecciones Conjuntas y, en la medida que lo requiera la ley, por la presente se nombran a dichos funcionarios electorales.

**SECCIÓN 5.** La votación anticipada en persona se llevará a cabo en Seagoville City Hall, 702 N. Hwy. 175, Seagoville, Texas 75159 y otras sucursales publicadas por las entidades públicas del Condado de Dallas a partir del lunes, 22 de abril de 2024 y hasta el martes, 30 de abril de 2024, en los horarios que se establecen a continuación:

<u>Fechas de votación anticipada</u>		<u>Horarios de votación</u>
del 22 de abril al 26 de abril	lunes a viernes	de 8 a.m. a 5 p.m.
27 de abril	sábado	de 7 a.m. a 7 p.m.
28 de abril	domingo	de 12 p.m. a 6 p.m.
29 y 30 de abril	lunes y martes	de 7 a.m. a 7 p.m.

Los lugares de votación anticipada adicionales se determinarán según el Acuerdo de Elección Conjunta y el Contrato de Servicios Electorales con el Administrador de Elecciones del Condado de Dallas.

**SECCIÓN 6.** Por la presente se nombra al Administrador de Elecciones del Condado de Dallas para que se desempeñe como Secretario de Votación Anticipada y a los empleados permanentes del condado del Administrador de Elecciones como secretarios adjuntos de votación anticipada. Se creará una Junta de Boletas de Votación Anticipada para procesar los resultados de la votación anticipada de acuerdo con el Artículo 87.007 del Código Electoral de Texas.

**SECCIÓN 7.** Las solicitudes para boletas de votación anticipada por correo deben recibirse a más tardar al cierre de operaciones del martes 23 de abril de 2024. Las solicitudes pueden enviarse por correo, entrega mediante mensajería, fax o correo electrónico:

Correo postal o mensajería: Dallas County Elections Department  
1520 Round Table Drive  
Dallas, TX 75247  
Fax: 214-819-6303  
Correo electrónico: [evapplications@dallascounty.org](mailto:evapplications@dallascounty.org)

**SECCIÓN 8.** El aviso de la elección se publicará una vez en el periódico oficial de la Ciudad no antes del 30 o después del 10 antes del día de las elecciones y se publicará en la ventana frontal utilizada para publicar el aviso de las reuniones del Ayuntamiento a más tardar el día 21 antes del día de las Elecciones. Se conservará una copia del aviso publicado que contenga el nombre del periódico y la fecha de publicación como registro de dicha notificación, y la persona que publique el aviso dejará constancia de la hora de publicación, la fecha de inicio y el lugar de publicación.

**SECCIÓN 9.** El primer día para que un candidato presente una solicitud para un lugar en la boleta ante el Secretario de la Ciudad para las elecciones es a partir del 17 de enero de 2024, a las 8 a.m., y el último día para la presentación será hasta el 16 de febrero de 2024, a las 5 p.m., de conformidad con los Artículos 143.006 y 143.007 del Código Electoral.

**SECCIÓN 10.** La elección se llevará a cabo de conformidad con los Estatutos de la Ciudad y las leyes electorales del Estado de Texas. El candidato para cada cargo que reciba la mayoría de todos los votos emitidos para todos los candidatos será elegido para cumplir dicho mandato o hasta que su sucesor sea debidamente elegido y calificado.

**SECCIÓN 11.** En caso de que sea necesaria una elección de segunda vuelta, el Administrador de Elecciones del Condado de Dallas la llevará a cabo el sábado, 15 de junio de 2024. La votación anticipada en persona con respecto a dicha elección de segunda vuelta será según lo determine el Administrador de Elecciones del Condado de Dallas.

**SECCIÓN 12.** De conformidad con el Artículo 123.001 del Código Electoral de Texas, se adoptan los Sistemas de Votación de Registro Directo y Escaneo Óptico aprobados por el Secretario de Estado para las elecciones del 4 de mayo de 2024.

**SECCIÓN 13.** Esta resolución se interpretará con cualquier acción del Tribunal de Comisionados del Condado de Dallas que disponga la realización de una elección conjunta con otras entidades públicas, tal como se contempla en la presente.

**SECCIÓN 14.** Por la presente se autoriza al Administrador de la Ciudad a negociar y ejecutar un contrato para una elección conjunta y servicios electorales con el Condado de Dallas como representante autorizado de la Ciudad.

**SECCIÓN 15.** Por la presente se autoriza y ordena al Secretario de la Ciudad a presentar, publicar o anunciar, en el tiempo y la manera prescritos por la ley, todos los avisos que deban ser presentados, publicados o anunciados en relación con la realización de esta elección.

**SECCIÓN 16.** Esta resolución entrará en vigor inmediatamente después de su adopción.

**ACEPTADA Y APROBADA POR EL AYUNTAMIENTO DE LA CIUDAD DE SEAGOVILLE, TEXAS, ESTE 22 DE ENERO DE 2024.**

APROBADO:

\_\_\_\_\_  
Lackey Stepper Sebastian, Alcalde

Testigo:

\_\_\_\_\_  
Sara Egan, Secretaria de la Ciudad

Aprobado en cuanto a la forma:

\_\_\_\_\_  
Victoria W. Thomas, Abogada Municipal  
4869-0317-5065, v. 1

**NGHỊ QUYẾT SỐ: \_\_\_\_\_**

**NGHỊ QUYẾT CỦA HỘI ĐỒNG THÀNH PHỐ THÀNH PHỐ SEAGOVILLE, TEXAS, RA LỆNH MỘT CUỘC TỔNG TUYỂN CỬ VÀO NGÀY 4 THÁNG 5 NĂM 2024, NHẪM MỤC ĐÍCH BẦU CỬ RA NHỮNG NGƯỜI NẮM GIỮ CÁC CHỨC VỤ ỦY VIÊN HỘI ĐỒNG VỊ TRÍ SỐ 1, 3 VÀ 5; CHO PHÉP BẦU CỬ CHUNG VỚI CÁC PHÂN VIÊN CHÍNH TRỊ KHÁC CỦA QUẬN DALLAS; ỦY QUYỀN CHO VIÊN CHỨC QUẢN LÝ THÀNH PHỐ THỰC HIỆN HỢP ĐỒNG DỊCH VỤ BẦU CỬ VỚI QUẬN DALLAS; QUY ĐỊNH NGÀY BẦU CỬ CHUNG CUỘC; VÀ CUNG CẤP NGÀY CÓ HIỆU LỰC.**

**XÉT RẰNG**, cuộc tổng tuyển cử cho Thành phố Seagoville, theo quy định của Bộ luật Bầu cử bang Texas, phải được tổ chức vào ngày 4 tháng 5 năm 2024, thời điểm mà cử tri sẽ bầu ra người nắm giữ các chức vụ Vị trí số 1, 3 và số 5 của Hội đồng Thành phố; và

**XÉT RẰNG**, theo Mục 271.002 của Bộ luật Bầu cử Texas, cuộc bầu cử Thành phố sẽ được tiến hành cùng với các phân khu chính trị khác của Quận Dallas, Texas; và

**XÉT RẰNG**, Hội đồng Thành phố của Thành phố Seagoville nhận thấy việc kêu gọi cuộc bầu cử nói trên và ký kết hợp đồng với Quận Dallas để tiến hành cuộc bầu cử nói trên cùng với các cơ quan chính quyền khác của Quận Dallas là vì lợi ích chung.

**VÌ VẬY, NAY, HỘI ĐỒNG THÀNH PHỐ SEAGOVILLE BANG TEXAS RA NGHỊ QUYẾT:**

**MỤC 1.** Theo đây, một cuộc tổng tuyển cử thành phố được lệnh tổ chức vào ngày 4 tháng 5 năm 2024 nhằm mục đích cho phép các cử tri đủ điều kiện của Thành phố Seagoville bầu một Ủy viên Hội đồng cho Vị trí 1 để phục vụ nhiệm kỳ hai (2) năm, một Ủy viên Hội đồng cho Vị trí 3 sẽ phục vụ nhiệm kỳ hai (2) năm và một Ủy viên Hội đồng cho Vị trí 5 để phục vụ nhiệm kỳ hai (2) năm.

**MỤC 2.** cuộc bầu cử sẽ được tiến hành cùng với các phân khu chính trị khác trong Quận Dallas vào ngày 4 tháng 5 năm 2024 theo Chương 31 và 271, Bộ luật Bầu cử Bang Texas, Thỏa thuận Bầu cử Chung và Hợp đồng Dịch vụ Bầu cử bởi và giữa Thành phố Seagoville, Quận Dallas và các phân khu chính trị khác (sau đây gọi là “Thỏa thuận Bầu cử Chung”).

**MỤC 3.** Khu bầu cử và địa điểm bỏ phiếu của các cuộc bầu cử nói trên sẽ mở cửa vào Ngày Bầu cử lúc 7 giờ sáng và đóng cửa lúc 7 giờ tối tại địa điểm sau:

Seagoville City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159

**MỤC 4.** Theo Thỏa thuận bầu cử chung, Heider Garcia, Viên chức Quản lý Bầu cử quận Dallas, sẽ giữ vai trò Viên chức Quản lý Bầu cử cho cuộc bầu cử. Tất cả viên chức bầu cử sẽ là những viên chức được Viên chức Quản lý Bầu cử bổ nhiệm vào các vị trí đó từ danh sách các thẩm phán bầu cử được đề xuất liệt kê trong phụ lục đính kèm Thỏa thuận Bầu cử Chung hoặc được lựa chọn theo các điều khoản của Thỏa thuận Bầu cử Chung, và trong phạm vi được yêu cầu theo luật, những viên chức bầu cử đó được bổ nhiệm bằng văn bản như vậy.

**MỤC 5.** Việc trực tiếp đến bỏ phiếu sớm sẽ được tổ chức tại Tòa thị chính Seagoville, 702 N. Hwy. 175, Seagoville, Texas 75159 và các địa điểm chi nhánh khác do các tổ chức công của Quận Dallas

công bố bắt đầu từ thứ Hai, ngày 22 tháng 4 năm 2024 và tiếp tục đến thứ Ba, ngày 30 tháng 4 năm 2024, vào những thời điểm được nêu dưới đây:

<u>Ngày bỏ phiếu sớm</u>		<u>Thời gian bỏ phiếu</u>
22 tháng 4 – 26 tháng 4	Thứ Hai - Thứ Sáu	8:00 sáng đến 5:00 chiều
27 tháng 4	Thứ Bảy	7:00 sáng đến 7:00 tối
28 tháng 4	Chủ Nhật	12:00 chiều đến 6:00 chiều
29-30 tháng 4	Thứ Hai – Thứ Ba	7:00 sáng đến 7:00 tối

Các địa điểm bỏ phiếu sớm bổ sung sẽ được xác định theo Thỏa thuận Bầu cử Chung và Hợp đồng Dịch vụ Bầu cử với Quản trị viên Bầu cử Quận Dallas.

**MỤC 6.** Bằng văn bản này, Quản trị viên Bầu cử Quận Dallas được bổ nhiệm làm Thư ký phụ trách Bỏ phiếu Sớm, và các nhân viên thường trực thuộc quận của Quản trị viên Bầu cử được bổ nhiệm làm phó thư ký phụ trách bỏ phiếu sớm. Hội đồng Bỏ phiếu Sớm sẽ được thành lập để xử lý kết quả bỏ phiếu sớm theo Mục 87.007 của Bộ luật bầu cử Texas.

**MỤC 7.** Đăng ký bầu qua thư (ABBM) phải được nhận không muộn hơn giờ kết thúc làm việc vào thứ Ba ngày 23 tháng 5 năm 2024. Đơn đăng ký có thể được gửi qua đường bưu điện, chuyển phát của nhà cung cấp dịch vụ, fax hoặc e-mail:

Thư hoặc Chuyển phát: Dallas County Elections Department  
1520 Round Table Drive  
Dallas, TX 75247  
Số fax: 214-819-6303  
E-mail: [evapplications@dallascounty.org](mailto:evapplications@dallascounty.org)

**MỤC 8.** Thông báo về cuộc bầu cử sẽ được đăng một lần trên tờ báo chính thức của Thành phố không sớm hơn ngày thứ 30 hoặc muộn hơn ngày thứ 10 trước Ngày Bầu cử và sẽ được dán trên cửa sổ phía trước dùng để đăng thông báo về các cuộc họp Hội đồng Thành phố không muộn hơn ngày thứ 21 trước Ngày bầu cử. Bản sao của thông báo được đăng, trong đó có ghi tên tờ báo và ngày đăng, sẽ được lưu làm hồ sơ của thông báo đó, và người đăng thông báo phải lập biên bản về thời gian đăng, ngày bắt đầu đăng và địa điểm đăng.

**MỤC 9.** Ngày đầu tiên để ứng cử viên nộp đơn đăng ký một vị trí trong lá phiếu với Thư ký Thành phố cho cuộc bầu cử không sớm hơn ngày 17 tháng 1 năm 2024, lúc 8 giờ sáng, và ngày cuối cùng để nộp đơn không muộn hơn ngày 16 tháng 2, 2024, lúc 5 giờ chiều, chiếu theo Mục 143.006 và 143.007 của Bộ luật Bầu cử.

**MỤC 10.** Cuộc bầu cử sẽ được tiến hành theo Hiến chương Thành phố và luật bầu cử của Bang Texas. Ứng cử viên cho mỗi chức vụ nhận được đa số phiếu bầu cho tất cả các ứng cử viên sẽ được bầu để đảm nhiệm nhiệm kỳ đó hoặc cho đến khi người kế nhiệm được bầu hợp pháp và đủ tiêu chuẩn.

**MỤC 11.** Trong trường hợp cần phải có một cuộc bầu cử chung cuộc, Quản trị viên Bầu cử Quận Dallas sẽ tiến hành cuộc bầu cử chung cuộc vào thứ Bảy, ngày 15 tháng 6 năm 2024. Việc trực tiếp đến bỏ phiếu sớm đối với cuộc bầu cử chung cuộc như vậy sẽ do Quản trị viên Bầu cử Quận Dallas quyết định.

**MỤC 12.** Theo Mục 123.001 của Bộ luật Bầu cử Texas, Hệ thống Bỏ phiếu Trực tiếp và Quét Quang học đã được Bộ trưởng Ngoại giao phê duyệt theo đây sẽ được áp dụng cho cuộc bầu cử vào ngày 4 tháng 5 năm 2024.

**MỤC 13.** Nghị quyết này sẽ được hiểu là bất kỳ hành động nào của Tòa án Ủy viên Quận Dallas quy định về việc tiến hành một cuộc bầu cử chung với các tổ chức công khác như được dự tính trong tài liệu này.

**MỤC 14.** Theo đây, Viên chức Quản lý Thành phố được ủy quyền đàm phán và thực hiện hợp đồng bầu cử và dịch vụ bầu cử chung với Quận Dallas với tư cách là đại diện được ủy quyền của Thành phố.

**MỤC 15.** Theo đây, Thư ký Thành phố được ủy quyền và được chỉ đạo nộp, xuất bản và/hoặc đăng tải, theo thời gian và cách thức theo quy định của pháp luật, tất cả các thông báo bắt buộc phải được nộp, xuất bản và/hoặc đăng liên quan đến việc tiến hành cuộc bầu cử này.

**MỤC 16.** Nghị quyết này có hiệu lực ngay sau khi được thông qua.

**ĐƯỢC HỘI ĐỒNG THÀNH PHỐ SEAGOVILLE, BANG TEXAS, THÔNG QUA VÀ PHÊ DUYỆT  
NGÀY 22 THÁNG 1 NĂM 2024.**

NGƯỜI PHÊ DUYỆT:

\_\_\_\_\_  
Lackey Stepper Sebastian, Thị trưởng

Chứng thực:

\_\_\_\_\_  
Sara Egan, Thư ký Thành phố

Được phê duyệt dưới dạng:

\_\_\_\_\_  
Victoria W. Thomas, Luật sư Thành phố  
4869-0317-5065, v. 1