



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA  
MONDAY, DECEMBER 19, 2022**

**City Council Chambers, City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159**

**WORK SESSION – 6:30 P.M.**

**Call to Order**

- A. Discuss regular session agenda items**

**Adjourn**

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

**ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Mayor's Report**

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

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

- 1. Consider approving City Council Meeting Minutes for December 5, 2022 (City Secretary)**

**REGULAR AGENDA-**

**2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the first amendment to the Stonehaven Development Agreement by and between Meritage Homes of Texas, LLC and the City of Seagoville, which is attached hereto and incorporated herein as Exhibit 1; authorizing the City Manager to execute the same; and providing an effective date (City Attorney)**

**3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, granting a permanent sanitary sewer easement and a temporary construction easement to Seagoville Laguna Azure, LLC for the purpose of installation and construction of sanitary sewer public infrastructure; providing for a severability clause; and providing an effective date (City Attorney)**

**4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the removal of existing fencing and the purchase and installation of a new 4 foot chain link fence at the playing fields of Bearden Park in an amount not to exceed Forty Nine Thousand Five Hundred Dollars and No Cents (\$49,500.00) from Twisted H Fencing & Welding; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Public Works Director)**

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

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

**7. Recess into Executive Session**

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

**A. § 551.071. Consultation with City Attorney: receive legal advice related to the Proposed Home Rule Charter Propositions**

**8. Reconvene Into Regular Session**

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

**A. § 551.071. Consultation with City Attorney: receive legal advice related to the Proposed Home Rule Charter Propositions**

**Adjourn**

Posted Friday, December 16, 2022, by 5:00 P.M.

Kandi Jackson  
Kandi Jackson, City Secretary



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

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

**DATES TO REMEMBER**

- **Monday, January 9, 2023, Regular City Council Meeting**
- **Monday, January 23, 2023, Regular City Council Meeting**
- **Monday, February 6, 2023, Regular City Council Meeting**
- **Monday, February 27, 2023, Regular City Council Meeting**

# *Consent Session Agenda Item: 1*

**Meeting Date: December 19, 2022**

**ITEM DESCRIPTION:**

Consider approving City Council Meeting Minutes for December 5, 2022.

**BACKGROUND OF ISSUE:**

Approve City Council Meeting Minutes for December 5, 2022.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

December 5, 2022, Work Session Meeting Minutes  
December 5, 2022, Regular Session Meeting Minutes



**MINUTES OF CITY COUNCIL  
WORK SESSION  
DECEMBER 5, 2022**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, December 5, 2022, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Finance Director Gail French, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**A. Discuss Regular Session Agenda Items**

**1. Consider approving City Council Meeting Minutes for November 21, 2022 (City Secretary)**

*No questions.*

**2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to sign an Inter-Local Agreement with the Dallas Independent School District for the purpose of setting out a common understanding of the policies and procedures that the Seagoville Police Department will follow in providing service to the Dallas ISD schools located within the City of Seagoville, Texas incorporated city limits; approving conditions of the Inter-Local Agreement; clarifying jurisdiction; defining parameters and area of responsibility; and providing an effective date (Police Chief)**

*Police Chief Calverley stated that this Resolution authorizes an Inter-Local Agreement with the Dallas Independent School District for the purpose of setting out a common understanding of the policies and procedures that the Seagoville Police Department will follow in providing service to the Dallas ISD schools located within the City of Seagoville, Texas incorporate city limits; approving conditions of the Inter-Local Agreement.*

**3. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the Mayor to execute the Household Hazardous Waste Interlocal Agreement for fiscal year 2022-2023 between the City of Seagoville and Dallas County; and providing an effective date (Director of Health)**

*Director of Health Bhandari stated this Resolution authorizes the Household Hazardous Waste Interlocal Agreement for fiscal year 2022-2023 between the City of Seagoville and Dallas County.*

*Councilmember Fruin asked if there was an increase this year. Director of Health Bhandari stated there was an increase of One Hundred Dollars (\$100.00).*

**4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, amending the Master Fee Schedule, as previously amended, by amending the section titled “Building Inspection/Code Enforcement/Health,” at its subsection titled “Building Permits” to add an administrative fee of \$25.00 as set forth on the attached Exhibit “A”; providing a savings clause, providing a severability clause; and providing an effective date (Finance Director)**

*Finance Director French stated this Resolution amends the Master Fee Schedule, as previously amended, by amending the section titled “Building Inspection/Code Enforcement/Health,” at its subsection titled “Building Permits” to add an administrative fee of \$25.00 as set forth on the attached Exhibit “A”. She stated this fee was in our Master Fee Schedule and was inadvertently deleted. This adds the fee back to our Master Fee Schedule.*

**5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, declaring certain personal property as obsolete, valueless and salvage property; providing for disposal thereof by the City Manager or his designee; providing a severability clause; providing a repealing clause; providing an effective date (Community Development Director)**

*Director of Administrative Services Brown stated that this Resolution declares certain personal property as obsolete, valueless, and salvage property.*

**6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing acquisition of a variable width wastewater easement and temporary construction easement for approximately 115 square feet (0.0026 acres) out of a Tract commonly known as 201 East Malloy Bridge Road in the City of Seagoville, Texas, being situated in the M.L. Swing Survey, Abstract No. 1420, Dallas County, Texas, said easement being more particularly described and depicted in Exhibit “A” attached hereto from Linda Jean Nordeck and Community National Title for the purchase price of \$200.00; authorizing the City Manager to purchase the easement and authorizing the City Manager or the Mayor to sign all necessary acquisition documents; providing for the furnishing of certified copies of this Resolution and for recording of the easement in the real property records of Dallas County, Texas, as a deed; and providing an effective date (City Attorney)**

*City Attorney Thomas stated that this Resolution authorizes the acquisition of a variable width wastewater easement and temporary construction easement for approximately 115 square feet (0.0026 acres) out of a Tract commonly known as 201 East Malloy Bridge Road in the City of Seagoville Texas, being situated in the M.L. Swing Survey, Abstract No. 1420, Dallas County, Texas, said easement being more particularly described and depicted in Exhibit “A” attached hereto from Linda Jean Nordeck and Community National Title for the purchase price of \$200.00; authorizing the City Manager to purchase the easement and authorizing the City Manager or the Mayor to sign all necessary acquisition documents.*

**7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing a Fifty Dollar (\$50.00) one-time, lump sum employee recognition payment to all full-time and part-time city employees; providing for the repeal of any and all Resolutions in conflict; providing a severability clause; and providing for an effective date (City Attorney)**

*City Attorney Thomas stated that this Resolution authorizes a Fifty Dollar (\$50.00) one-time, lump sum employee recognition payment to all full-time and part-time city employees; providing for the repeal of any and all Resolutions in conflict.*

**Adjourned at 6:38 p.m.**

**APPROVED:**

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

**ATTEST:**

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



**MINUTES OF CITY COUNCIL  
REGULAR SESSION  
DECEMBER 5, 2022**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, December 5, 2022, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Finance Director Gail French, Director of Health Mamata Bhandari, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**Invocation** – *Invocation led by Mayor Pro Tem Magill.*

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

**Proclamation** – **Mayor to present Proclamation for Chief Apostle McGowan** – *Mayor presented Proclamation to the family of Chief Apostle McGowan.*

**Mayor's Report** – *None.*

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

*None.*

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

**1. Consider approving City Council Meeting Minutes for November 21, 2022 (City Secretary)**

*Motion to approve City Council Meeting Minutes for November 21, 2022 – Epps, seconded by Magill; motion passed with all ayes. 4/0*

**REGULAR AGENDA-**

**2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to sign an Inter-Local Agreement with the Dallas Independent School District for the purpose of setting out a common understanding of the policies and procedures that the Seagoville Police Department will follow in providing service to the Dallas ISD schools located within the City of Seagoville, Texas incorporated city limits; approving conditions of the Inter-Local Agreement; clarifying jurisdiction; defining parameters and area of responsibility; and providing an effective date (Police Chief)**

*Police Chief Calverley introduced Dallas Chief Lawton. Dallas Chief Lawton stated this Inter-Local Agreement sets out a common understanding of the policies and procedures that the Seagoville Police Department will follow in providing service to the Dallas ISD schools located within the City of Seagoville, Texas incorporated city limits.*

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to sign an Inter-Local Agreement with the Dallas Independent School District for the purpose of setting out a common understanding of the policies and procedures that the Seagoville Police Department will follow in providing service to the Dallas ISD schools located within the City of Seagoville, Texas incorporated city limits; approving conditions of the Inter-Local Agreement; clarifying jurisdiction; defining parameters and area of responsibility; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 4/0*

**3. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the Mayor to execute the Household Hazardous Waste Interlocal Agreement for fiscal year 2022-2023 between the City of Seagoville and Dallas County; and providing an effective date (Director of Health)**

*Motion to approve a Resolution of the City of Seagoville, Texas, authorizing the Mayor to execute the Household Hazardous Waste Interlocal Agreement for fiscal year 2022-2023 between the City of Seagoville and Dallas County; and providing an effective date – Epps, seconded by Magill; motion passed with all ayes. 4/0*

**4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, amending the Master Fee Schedule, as previously amended, by amending the section titled “Building Inspection/Code Enforcement/Health,” at its subsection titled “Building Permits” to add an administrative fee of \$25.00 as set forth on the attached Exhibit “A”; providing a savings clause, providing a severability clause; and providing an effective date (Finance Director)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, amending the Master Fee Schedule, as previously amended, by amending the section titled “Building Inspection/Code Enforcement/Health,” at its subsection titled “Building Permits” to add an administrative fee of \$25.00 as set forth on the attached Exhibit “A”; providing a savings clause, providing a severability clause; and providing an effective date – Magill, seconded by Epps; motion passed with all ayes. 4/0*

**5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, declaring certain personal property as obsolete, valueless and salvage property; providing for disposal thereof by the City Manager or his designee; providing a severability clause; providing a repealing clause; providing an effective date (Community Development Director)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, declaring certain personal property as obsolete, valueless and salvage property; providing for disposal thereof by the City Manager or his designee; providing a severability clause; providing a repealing clause; providing an effective date – Fruin, seconded by Howard; motion passed with all ayes. 4/0*

**6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing acquisition of a variable width wastewater easement and temporary construction easement for approximately 115 square feet (0.0026 acres) out of a Tract commonly known as 201 East Malloy Bridge Road in the City of Seagoville, Texas, being situated in the M.L. Swing Survey, Abstract No. 1420, Dallas County, Texas, said easement being more particularly described and depicted in Exhibit “A” attached hereto from Linda Jean Nordeck and Community National Title for the purchase price of \$200.00; authorizing the City Manager to purchase the easement and authorizing the City Manager or the Mayor to sign all necessary acquisition documents; providing for the furnishing of certified copies of this Resolution and for recording of the easement in the real property records of Dallas County, Texas, as a deed; and providing an effective date (City Attorney)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, authorizing acquisition of a variable width wastewater easement and temporary construction easement for approximately 115 square feet (0.0026 acres) out of a Tract commonly known as 201 East Malloy Bridge Road in the City of Seagoville, Texas, being situated in the M.L. Swing Survey, Abstract No. 1420, Dallas County, Texas, said easement being more particularly described and depicted in Exhibit “A” attached hereto from Linda Jean Nordeck and Community National Title for the purchase price of \$200.00; authorizing the City Manager to purchase the easement and authorizing the City Manager or the Mayor to sign all necessary acquisition documents; providing for the furnishing of certified copies of this Resolution and for recording of the easement in the real property records of Dallas County, Texas, as a deed; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 4/0*

**7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing a Fifty Dollar (\$50.00) one-time, lump sum employee recognition payment to all full-time and part-time city employees; providing for the repeal of any and all Resolutions in conflict; providing a severability clause; and providing for an effective date (City Attorney)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, authorizing a Fifty Dollar (\$50.00) one-time, lump sum employee recognition payment to all full-time and part-time city employees; providing for the repeal of any and all Resolutions in conflict; providing a severability clause; and providing for an effective date – Epps, seconded by Howard; motion passed with all ayes. 4/0*

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

*Councilmember Fruin asked everyone to keep City Manager Stallings and his family in their prayers and thoughts.*

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

*None.*

**Adjourned at 7:10 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary

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

**Meeting Date: December 19, 2022**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the first amendment to the Stonehaven Development Agreement by and between Meritage Homes of Texas, LLC and the City of Seagoville, which is attached hereto and incorporated herein as Exhibit 1; authorizing the City Manager to execute the same; and providing an effective date.

### **BACKGROUND OF ISSUE:**

On September 20, 2021, the City Council of the City of Seagoville approved, and the parties thereafter executed the Stonehaven Development Agreement (the “Agreement”) by and between Meritage Homes of Texas, LLC (“Developer”) and the City of Seagoville, relating to the development of a residential housing development on approximately 246.965 acres of real property within the City over which the City created the Stonehaven Public Improvement District to finance certain public improvements. The Developer and the City now desire to amend the Stonehaven Development Agreement to modify the date upon which the City must levy Assessments on property within the first phase of the development.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution – Approving the First Amendment to Stonehaven Development Agreement

Agreement – First Amendment to Stonehaven Development Agreement with City of Seagoville

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

**RESOLUTION NO. \_\_\_\_-2022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE FIRST AMENDMENT TO THE STONEHAVEN DEVELOPMENT AGREEMENT BY AND BETWEEN MERITAGE HOMES OF TEXAS, LLC AND THE CITY OF SEAGOVILLE, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT 1; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Developer and the City now desire to amend the Stonehaven Development Agreement to modify the date upon which the City must levy Assessments on property within the first phase of the development; and

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

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

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

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

**SECTION 3.** Any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 4.** If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this Resolution as a whole or any part

or provision thereof. as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 5.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas. and it is accordingly resolved.

**DULY PASSED** by the City Council of the City of Seagoville, Texas on the 19th day of December 2022.

**APPROVED:**

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**Dennis K. Childress, Mayor**

**ATTEST:**

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**Kandi Jackson, City Secretary**

**APPROVED AS TO FORM:**

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**Victoria W. Thomas, City Attorney**  
(120222vwtTM132640)

**Exhibit 1**

**FIRST AMENDMENT TO THE STONEHAVEN DEVELOPMENT AGREEMENT**

**THIS FIRST AMENDMENT TO THE STONEHAVEN DEVELOPMENT AGREEMENT** (this “Amendment”) is executed between the City of Seagoville, Texas (the “City”), and Meritage Homes of Texas, LLC a Texas limited liability company (the “Developer”) to be effective December 19, 2022. The City and the Developer are individually referred to as a “Party” and collectively as the “Parties”.

**WITNESSETH**

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

**WHEREAS**, the Developer and the City now desire to amend the Agreement to modify the date upon which the City must levy Assessments on property within the first phase of the development;

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

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

**Amendments**

1. **Recitals**. The recitals are true and correct and are incorporated herein by reference.
2. **Capitalized Terms**. All capitalized terms used in this Amendment but not defined herein shall have the meaning assigned to such terms in the Agreement.
3. **Amendments**. The definition of “Improvement Area A Public Improvement Financing Date” shall be amended and restated to read as follows:

“Improvement Area A Public Improvement Financing Date” means the date the City levies Assessments on Improvement Area A of the Property, such date to be no later than December 31, 2024 for Improvement Area A, which date may be extended by written agreement of the Parties.”

4. **Ratification**. The Parties acknowledge and agree that, except as amended herein, the

Development Agreement is in full force and effect and is hereby ratified and confirmed. Notwithstanding the foregoing, in the event there is any conflict between the terms and provisions of the Development and this Amendment, the terms and provisions of this Amendment shall control.

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

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

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

[SIGNATURE PAGES FOLLOW, REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of \_\_\_\_\_, 2022.

**CITY OF SEAGOVILLE, TEXAS**

By: \_\_\_\_\_  
Name: Pat Stallings, City Manager

ATTEST:

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

APPROVED AS TO FORM

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

**DEVELOPER:**

**MERITAGE HOMES OF TEXAS, LLC,**  
an Arizona limited liability company

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

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

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

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

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

**Meeting Date: December 19, 2022**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, granting a permanent sanitary sewer easement and a temporary construction easement to Seagoville Laguna Azure, LLC for the purpose of installation and construction of sanitary sewer public infrastructure; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The City and Seagoville Laguna Azure, LLC (“Developer”) have entered into that certain Development Agreement regarding the development by Developer of the Santorini development within the City. In conjunction with that development, Developer has submitted a request to the City of Seagoville for a permanent sanitary sewer easement and related temporary construction easement over property owned by the City for the installation and construction of sanitary sewer public improvements which will, upon completion, in accordance with the Development Agreement, be dedicated by Developer to the City.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution – Granting a Permanent Sanitary Sewer Easement and Temporary Construction Easement to Seagoville Laguna Azure, LLC  
Sanitary Sewer Easement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, GRANTING A PERMANENT SANITARY SEWER EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT TO SEAGOVILLE LAGUNA AZURE, LLC FOR THE PURPOSE OF INSTALLATION AND CONSTRUCTION OF SANITARY SEWER PUBLIC INFRASTRUCTURE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City and Seagoville Laguna Azure, LLC (“Developer”) have entered into that certain Development Agreement regarding the development by Developer of the Santorini development within the City; and

**WHEREAS**, in conjunction with that development, Developer has submitted a request to the City of Seagoville for a permanent sanitary sewer easement and related temporary construction easement over property owned by the City for the installation and construction of sanitary sewer public improvements which will, upon completion, in accordance with the Development Agreement, be dedicated by Developer to the City; and

**WHEREAS**, the City Council of the City of Seagoville, Texas, finds it to be in the public interest grant such request;

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

**SECTION 1.** That the City of Seagoville hereby grants a permanent sanitary sewer easement and temporary construction easement to Seagoville Laguna Azure, LLC, authorizing an easement for the purpose of installation, construction, reconstruction and maintenance of sanitary sewer public infrastructure over City property, the terms of which document shall be substantially as set forth in Exhibit “1,” attached hereto and incorporated herein by reference and hereby authorizes the Mayor to sign said documents.

**SECTION 2.** Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

**SECTION 3.** That this Resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Seagoville, Texas, on this the 19th day of December, 2022.

**CITY OF SEAGOVILLE, TEXAS**

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DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

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Kandi Jackson, City Secretary

**APPROVED AS TO FORM:**

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Victoria W. Thomas, City Attorney

## EXHIBIT 1

AFTER RECORDING RETURN TO:  
Seagoville Laguna Azure LLC  
Attn: Arash Afzalipour  
2101 Cedar Springs Road, Suite 700  
Dallas, Texas 75201

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.**

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**PERMANENT SANITARY SEWER EASEMENT and  
TEMPORARY CONSTRUCTION EASEMENT**

**STATE OF TEXAS**

**KNOW ALL BY THESE PRESENTS:**

**COUNTY OF DALLAS**

That **City of Seagoville**, ("Grantor"), a Texas home rule municipality, whose mailing address is 702 U.S.-175 Frontage Road, Seagoville, Texas 75159, for and in consideration of the sum of ten dollars and other good and valuable consideration in hand, including the benefits to be obtained by Grantor by reason of the construction of the public infrastructure improvements contemplated to be constructed by Grantee within the Easement Property and upon completion dedicated by Grantee to Grantor, all paid and provided by Seagoville Laguna Azure, LLC ("Grantee"), a Texas limited liability company, whose mailing address is 2101 Cedar Springs Road, Suite 700, Dallas, Texas 75201, the sufficiency of which is hereby acknowledged, does hereby **GRANT AND CONVEY** unto Grantee a non-exclusive, perpetual sanitary sewer easement (the "Easement") over, along, across, and under the following property described, to wit:

**Being a 0.21 acre tract of land, more or less, located in the John D. Merchant Survey, Abstract No. 850, Dallas County, Texas, and being more particularly described and depicted in Exhibit "A", said exhibit being attached hereto and incorporated herein by this reference.**

(the "Easement Property"), to have and to hold the Easement Property for the purposes of, and with the right of ingress, egress, and regress therein, to erect, construct, reconstruct, install, replace, repair, operate, use, inspect, modify, remove, and maintain certain sanitary sewer improvements, together with all lines, pipes, conduits and other equipment, improvements, and appurtenances, if any, used in operation of the Facilities or making connections therewith, deemed necessary thereto by said Grantee, over, along, across, under, into and through the Easement Property (the "Easement Improvements"), over, along, across, under, into and through the Easement Property, to have and to hold the Easement Property for the easement purposes and with the rights granted herein.

Grantor further grants unto Grantee, for the consideration set forth herein, a Temporary Construction Easement, being the right to temporarily use the surface of an approximately 85 square foot portion of Grantor's property that is adjacent to the Easement Property, **as more fully described and depicted in Exhibit "B" attached hereto and incorporated herein by this reference**, ("Temporary Construction Easement Property") as may reasonably be necessary to install and construct the Easement Improvements, including the temporary right and privilege of

ingress and egress for the easement purposes set forth herein. This Temporary Construction Easement shall only be for the time necessary to install and construct the Easement Improvements within the Easement Property and shall expire, at the latest, six months after completion of construction of said Easement Improvements.

Grantor reserves the right to use the Easement Property and the Temporary Construction Easement Property for any purpose not inconsistent with the uses for which the grant of the Easement is made. Grantee shall at no time deny Grantor, its officers, employees, or agents access to the Easement Property or the Temporary Construction Easement Property.

Subject to modification to the surface of the Easement Property made in accordance with the design and construction of the Easement Improvements, Grantee shall, at Grantee's expense, repair and restore the surface of the Easement Property and the Temporary Construction Easement Property to as close to the condition in which the Easement Property and the Temporary Construction Easement Property were found before entering onto the Easement Property and/or the Temporary Construction Easement Property pursuant to the rights granted herein.

**TO HAVE AND TO HOLD** the Easement and the Temporary Construction Easement, together with all and singular the rights and appurtenances thereto and in anywise belonging unto Grantee, its successors, assigns and the public forever.

**EXECUTED** this the \_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF SEAGOVILLE, TEXAS**

**By:** \_\_\_\_\_  
Dennis K. Childress, Mayor

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

**COUNTY OF DALLAS**

This instrument was acknowledged before me on the \_\_\_\_ day of December 2022, by Dennis K. Childress, as Mayor, for the City of Seagoville, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for and on behalf of the City of Seagoville, Texas, after first having been duly authorized so to do and for the purpose and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the \_\_\_\_ day of December 2022.

\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Typed or Printed Name of Notary  
My Commission Expires: \_\_\_\_\_

## EXHIBIT "A"

### FIELD NOTES 25' WIDE SANITARY SEWER EASEMENT

**BEING** a 0.21 acre tract of land situated in the John D. Merchant Survey, Abstract No. 850, Dallas County Texas, being part of a called 3.50 acre tract of land described in deed to The City of Seagoville, recorded in Volume 88187, Page 2575, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod found at the southwest corner of said 3.50 acre tract, same being the north corner of a called 4.00 acre tract of land described in deed to Pastor Shadrack Olusakin and Professor Ayoka Olusakin, recorded in Document No. 202200055231, O.P.R.D.C.T., and being in the east line of a called 41.966 acre tract of land described in deed to The City of Seagoville, recorded in Volume 92013, Page 1121, O.P.R.D.C.T.;

**THENCE** North 44 Degrees 09 Minutes 46 Seconds East, along the common line between said 3.50 acre tract and said 41.966 acre tract, a distance of 25.23 feet to a 5/8" iron rod with yellow cap stamped "Jones Carter" set for easement corner;

**THENCE** over and across said 3.50 acre tract, the following courses:

South 53 Degrees 32 Minutes 20 Seconds East, a distance of 346.67 feet to a 5/8" iron rod with yellow cap stamped "Jones Carter" set for easement corner;

South 80 Degrees 03 Minutes 11 Seconds East, a distance of 24.78 feet to a 5/8" iron rod with yellow cap stamped "Jones Carter" set for easement corner in the southeast line of said 3.50 acre tract, same being the west line of a called 7.705 acre tract of land described in deed to Manuel Martinez and Liduvina Martinez, recorded in Volume 2003201, Page 17178, O.P.R.D.C.T.;

**THENCE** South 32 Degrees 27 Minutes 37 Seconds West, along the common line between said 3.50 acre tract and said 7.705 acre tract, a distance of 27.06 feet to a 5/8" iron rod with yellow cap stamped "Jones Carter" set for easement corner from which a 5/8" iron rod found at the southeast corner of said 3.50 acre tract bears South 32 Degrees 27 Minutes 37 Seconds West, a distance of 9.09 feet;

**THENCE** North 80 Degrees 03 Minutes 11 Seconds West, a distance of 20.31 feet to a 5/8" iron rod with yellow cap stamped "Jones Carter" set for easement corner in the common line between said 3.50 acre tract and said 4.00 acre tract;

**THENCE** North 53 Degrees 32 Minutes 20 Seconds West, along the common line between said 3.50 acre tract and said 4.00 acre tract, a distance of 355.94 feet to the **POINT OF BEGINNING** and containing 9,346 square feet or 0.21 acres of land more or less.

Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202.

*Eduardo Martinez* 7/22/2022

Eduardo Martinez  
Registered Professional Land Surveyor No. 5274

 **QUIDDITY**

Telephone 972-488-3880 Ext. 7177  
Texas Board of Engineers and Land Surveyors  
Engineer Registration No. F-23290  
Survey Registration No. 10046100

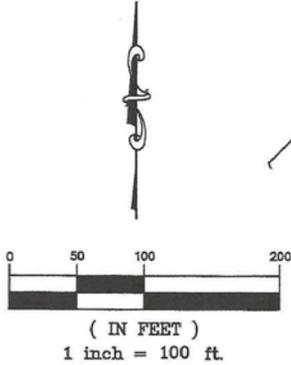
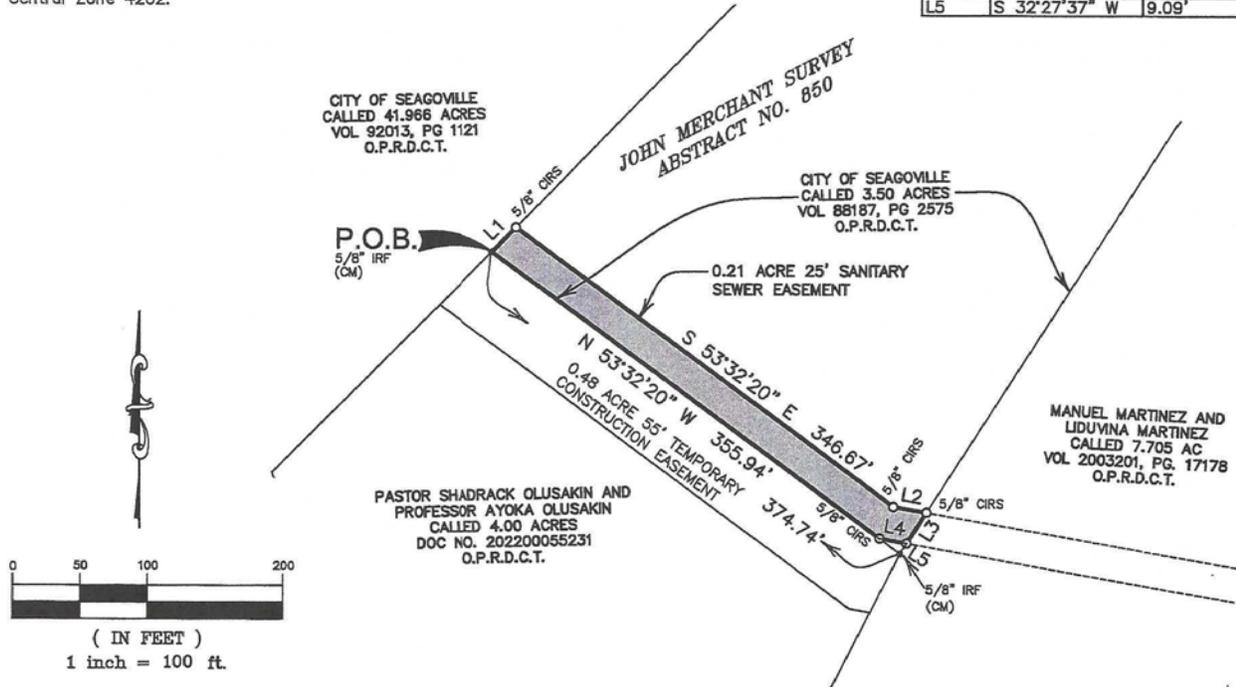


# EXHIBIT "A"

Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202.

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 44°09'46" E	25.23'
L2	S 80°03'11" E	24.78'
L3	S 32°27'37" W	27.06'
L4	N 80°03'11" W	20.31'
L5	S 32°27'37" W	9.09'



- LEGEND**
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS DALLAS COUNTY, TEXAS
  - P.R.D.C.T. PLAT RECORDS DALLAS COUNTY, TEXAS
  - POB POINT OF BEGINNING
  - POC POINT OF COMMENCING
  - CM CONTROL MONUMENT
  - IRF IRON ROD FOUND
  - CIRS CAPPED IRON ROD SET WITH CAP STAMPED "JONES CARTER"

**25' WIDE SANITARY SEWER EASEMENT**  
 BEING 0.21 ACRES  
 OUT OF THE  
 JOHN MERCHANT SURVEY, ABSTRACT NO. 850  
 CITY OF SEAGOVILLE,  
 DALLAS COUNTY

**QUIDDITY**  
 Texas Board of Professional Engineers and Land Surveyors  
 Registration Nos. F-23390 & 10946100  
 2805 Dallas Parkway, Suite 600 Plano, TX 75093 972-488-3880

**EXHIBIT "B"**

**FIELD NOTES  
TEMPORARY CONSTRUCTION EASEMENT**

**BEING** an 85 Square Foot tract of land situated in the John D. Merchant Survey, Abstract No. 850, Dallas County Texas, being part of a called 3.50 acre tract of land described in deed to The City of Seagoville, recorded in Volume 88187, Page 2575, Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod found at the southeast corner of said 3.50 acre tract, same being the northeast corner of a called 4.00 acre tract of land described in deed to Pastor Shadrack Olusakin and Professor Ayoka Olusakin, recorded in Document No. 202200055231, O.P.R.D.C.T., and being the west line of a called 7.705 acre tract of land described in deed to Manuel Martinez and Liduvina Martinez, recorded in Volume 2003201, Page 17178, O.P.R.D.C.T., a 5/8" iron rod found for the southwest corner of said 3.50 acre tract, northwest corner of said 4.00 acre tract bears North 53 Degrees 32 Minutes 20 Seconds West – 374.74 feet;

**THENCE** North 53 Degrees 32 Minutes 20 Seconds West, along the common line between said 3.50 acre tract and said 4.00 acre tract, a distance of 18.81 feet to a 5/8" iron rod with yellow cap stamped "Jones Carter" set for easement corner;

**THENCE** South 80 Degrees 03 Minutes 11 Seconds East over and across said 3.50 acre tract, a distance of 20.31 feet to a 5/8" iron rod with yellow cap stamped "Jones Carter" set for easement corner in the east line of same, west line of said 7.705 acre tract;

**THENCE** South 32 Degrees 27 Minutes 37 Seconds West, along the common line between said 3.50 acre tract and said 7.705 acre tract, a distance of 9.09 feet to the **POINT OF BEGINNING** and containing 85 square feet of land more or less.

Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202.

 11/16/2022

Eduardo Martinez  
Registered Professional Land Surveyor No. 5274

 **QUIDDITY**

Telephone 972-488-3880 Ext. 7177  
Texas Board of Professional Engineers and Land Surveyors  
Engineer Registration No. F-23290  
Survey Registration No. 10046100

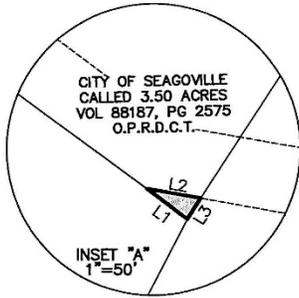


# EXHIBIT "A"

## LINE TABLE

LINE	BEARING	DISTANCE
L1	N 53°32'20" W	18.81'
L2	S 80°03'11" E	20.31'
L3	S 32°27'37" W	9.09'

Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202.



CITY OF SEAGOVILLE  
CALLED 41.966 ACRES  
VOL 92013, PG 1121  
O.P.R.D.C.T.

JOHN MERCHANT SURVEY  
ABSTRACT NO. 850

CITY OF SEAGOVILLE  
CALLED 3.50 ACRES  
VOL 88187, PG 2575  
O.P.R.D.C.T.

0.21 ACRE 25' SANITARY  
SEWER EASEMENT

85 SQUARE FOOT TEMPORARY  
CONSTRUCTION EASEMENT  
SEE INSET "A"

MANUEL MARTINEZ AND  
LIDUVINA MARTINEZ  
CALLED 7.705 AC  
VOL 2003201, PG. 17178  
O.P.R.D.C.T.

PASTOR SHADRACK OLUSAKIN AND  
PROFESSOR AYOKA OLUSAKIN  
CALLED 4.00 ACRES  
DOC NO. 202200055231  
O.P.R.D.C.T.

1.15 ACRE 25' SANITARY  
SEWER EASEMENT  
P.O.B.  
5/8" IRF  
(CM)



( IN FEET )  
1 inch = 100 ft.



Texas Board of Professional Engineers and Land Surveyors  
Registration Nos. F-23290 & 10046100  
2805 Dallas Parkway, Suite 600 Plano, TX 75093 972-488-3880

### LEGEND

- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS
- DALLAS COUNTY, TEXAS
- P.R.D.C.T. PLAT RECORDS DALLAS COUNTY, TEXAS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- CM CONTROL MONUMENT
- IRF IRON ROD FOUND
- CIRS CAPPED IRON ROD SET WITH CAP STAMPED "JONES CARTER"

## 85 SQUARE FOOT TEMPORARY CONSTRUCTION EASEMENT

OUT OF THE  
JOHN MERCHANT SURVEY, ABSTRACT NO. 850  
CITY OF SEAGOVILLE,  
DALLAS COUNTY

JOB No. W5832-0013 JDB2/EM

SHEET 2 OF 2

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

**Meeting Date: December 19, 2022**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the removal of existing fencing and the purchase and installation of a new 4 foot chain link fence at the playing fields of Bearden Park in an amount not to exceed Forty Nine Thousand Five Hundred Dollars and No Cents (\$49,500.00) from Twisted H Fencing & Welding; authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

### **BACKGROUND OF ISSUE:**

At Bearden Park, the outfield fences on the front four playing fields have deteriorated to a non-safe condition. The staff has determined it a necessity to remove the existing fence and install a new 4-foot chain link fence. The total job consists of approximately 2400 feet of chain link fence. Staff received four quotes including two HUB vendors to meet all purchasing laws, quotes are included.

### **FINANCIAL IMPACT:**

Park Funding will be used removal and installation of the fencing in the amount of \$49,500.00

### **RECOMMENDATION:**

City Staff recommends approval.

### **EXHIBITS:**

Resolution (2 pages)

Twisted H Fencing & Welding Quote (1 page)

Quote sheet (pages) - Precision Fencing & Construction (HUB), \$58,350.00

V & K Construction, LLC- \$59,890.00

Llano River Fence Company (HUB) \$66,900.00

**THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE REMOVAL OF EXISTING FENCING AND THE PURCHASE AND INSTALLATION OF A NEW 4 FOOT CHAIN LINK FENCE AT THE PLAYING FIELDS OF BEARDEN PARK IN AN AMOUNT NOT TO EXCEED FORTY NINE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$49,500.00) FROM TWISTED H FENCING & WELDING; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Bearden Park, located at 500 May Road, is the city park utilized by Seagoville Youth Sports Association to host games and tournaments; and

**WHEREAS**, staff has now determined that the existing 4 foot chain link fence at the playing fields of Bearden Park is in a non-safe condition and should be removed and a new 4 foot chain link fence installed; and

**WHEREAS**, Twisted H Fencing & Welding, has provided a quote for the removal of the existing fence and the installation of the new 4 foot chain link fencing in the amount of Forty Nine Thousand Five Hundred Dollars and No Cents (\$49,500.00); and

**WHEREAS**, the City Council finds it in the best interest of the City of Seagoville to authorize and approve the removal and installation of the fencing described herein for Bearden Park by Twisted H Fencing & Welding in a total combined amount not to exceed Forty Nine Thousand Five Hundred Dollars and No Cents (\$49,500.00).

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

**Section 1.** The City Council hereby authorizes the retention of Twisted H Fencing & Welding to perform the removal of the existing chain link fencing at the playing fields of Bearden Park and to provide and install a new 4 foot chain link fence in its place at Bearden Park, in accordance with the quote attached hereto and incorporated herein by this reference as Exhibit "A", and all for compensation in an amount not to exceed Forty Nine Thousand Five Hundred Dollars and No Cents (\$49,500.00). The City Council further authorizes the City Manager to execute any and all documents necessary to complete the project.

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

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

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

**PASSED AND APPROVED** by the City Council of the City of Seagoville, Texas this 19<sup>th</sup> day of December 2022.

**APPROVED:**

---

Dennis K. Childress, Mayor

ATTEST:

---

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

---

Victoria Thomas, City Attorney  
(121522vwtTM132802)

**EXHIBIT A**  
**[Quote from Twisted H Fencing & Welding]**



**Attachment A**

**Twisted H Fencing & Welding**  
 270 AN County Road 3000  
 Frankston, TX 75763  
 Tel: (903) 253-1635

**INVOICE**

**0201**

DATE: 12-12-22

BILL TO

City of Seagoville

DATE ORDERED

PHONE #

JOB LOCATION

Seagoville Tx.

QTY.	MATERIAL	PRICE	AMOUNT	DESCRIPTION OF WORK			
2200	2" x 11 gauge x 4 50' roll wire			removal of old fence around baseball field and replace with new Chainlink			
2656	1 1/4 tube						
210	1 5/8 <del>1 1/2</del> post						
241	1 5/8 erector						
2500	Aluminum ties						
100	2 gauge tension wire						
32	2 1/8 x 8 ft post						
36	2 3/8 brace band						
40	1 3/8 rail end						
114	tension band						
20	Pig rings						
56	tension bar						
32	2 3/8 caps						
280	Fast Set concrete						
36	1 5/8 Dura tube post						
10	3/16 x 5/8 tension bar						
400	2" x 11 gauge x 5 wire						
6/2	tension & brace bands						
76	1 1/4 gauge x 3/4 band						
26	Cap-heavy 1 3/8 walk gates/Drive gate gate hardware						
total = 18,500							
WORK ORDERED BY: City of Seagoville				TOTAL LABOR			
DATE ORDERED:				TOTAL MATERIAL			
DATE COMPLETED:				SUBTOTAL			
CUSTOMER APPROVAL				TAX			
SIGNATURE: _____				TOTAL 49,500			
AUTHORIZE SIGNATURE: _____							

Thank You



PO BOX 1625  
 Forney, TX 75126  
 972.288.2080

Name: Chris Ryan - City of Seagoville H- \_\_\_\_\_ Date: 12/6/22  
 Street: 500 May Road Representative: Mitchell  
 City, State, Zip: Seagoville, Tx 75159 C- 469-396-8892  
 Cross Street: \_\_\_\_\_ County: \_\_\_\_\_ Email: C.Ryan@Seagoville.us

**Wood Fence - Total Height & Types** Measure Price Drawing/Notes

6 FT Board/Board Fence	GRD <input type="checkbox"/> LV L <input type="checkbox"/> STEP <input type="checkbox"/>		
6 FT Side/Side Fence	GRD <input type="checkbox"/> LV L <input type="checkbox"/> STEP <input type="checkbox"/>		
8 FT Board/Board Fence	GRD <input type="checkbox"/> LV L <input type="checkbox"/> STEP <input type="checkbox"/>		
8 FT Side/Side Fence	GRD <input type="checkbox"/> LV L <input type="checkbox"/> STEP <input type="checkbox"/>		
__ FT Board/Board Fence	GRD <input type="checkbox"/> LV L <input type="checkbox"/> STEP <input type="checkbox"/>		
__ FT Side/Side Fence	GRD <input type="checkbox"/> LV L <input type="checkbox"/> STEP <input type="checkbox"/>		
__ FT Board/Board Fence Horizontal	GRD <input type="checkbox"/> LV L <input type="checkbox"/> STEP <input type="checkbox"/>		
__ FT Side/Side Fence Horizontal	GRD <input type="checkbox"/> LV L <input type="checkbox"/> STEP <input type="checkbox"/>		
<input type="checkbox"/> Metal Post <input type="checkbox"/> Wood Post	<input type="checkbox"/> Inside <input type="checkbox"/> Outside		
Post Spacing: <input type="checkbox"/> 6' <input type="checkbox"/> 8'	<input type="checkbox"/> Boxed Posts		
<input type="checkbox"/> Unstained <input type="checkbox"/> Stained			
Rails: <input type="checkbox"/> Pressure Treated <input type="checkbox"/> Cedar	<input type="checkbox"/> 3 Rail <input type="checkbox"/> 4 rail		
Pickets: <input type="checkbox"/> 1 X 6 <input type="checkbox"/> 1 X 4	<input type="checkbox"/> Cedar <input type="checkbox"/> Spruce <input type="checkbox"/> P/T		
<input type="checkbox"/> 1 X 4 Top Side Trim <input type="checkbox"/> 1 X 2 / 1 X 4 Double Trim			
Cedar Top Cap: <input type="checkbox"/> 2 X 8 <input type="checkbox"/> 2 X 6			
2 X 6 Pressure Treated Kickboard			
Gate: <input type="checkbox"/> 6' ___ qty <input type="checkbox"/> 8' ___ qty	<input type="checkbox"/> Arch <input type="checkbox"/> Flat ___ qty		
Old Fence Removal			<u>Included</u>
Concrete Coring			

- Remove & Replace Chain Link Fencing @ (4) Baseball Fields  
 - See Layouts & Specs Attached  
 - Does Not Include Yellow Top Rail Guard  
 - Does Not Include Fencing @ Dugouts or Backstop  
 - TIPS Cooperative Contract #210205

**Arbor and Deck** Measure Price

Arbor  Deck

**Chain Link - Total Height & Types** Measure Price

4'  5'  6'  8'  Galvanized  Vinyl Color Coated  
 2,392 LF \$58,350.00

**Ornamental Fence - Total Height & Types** Measure Price Notes

4'  5'  6'  8' Panel Style:  Flat Top  Extended Picket

**Driveway Gate - Total Height & Types** Measure Price

Electrical Gate on Metal Frame:  6'  8'

Iron Swing Gate:  4'  6'  8'  Motor  Solar  Manual

**Slide Gate** Measure Price

Slide Gate:  6'  8' \_\_\_\_\_  Motor  Solar  Manual

Swing Gate:  6'  8' \_\_\_\_\_  Motor  Solar  Manual

**Options** Price

Initial \_\_\_\_\_ Cash/Check/Bank ACH Discount: \_\_\_\_\_

Initial \_\_\_\_\_ 3% Fee for Debit/Credit Card: \_\_\_\_\_

50% of Contracted price due up front. Remainder due upon completion. Tax: Exempt

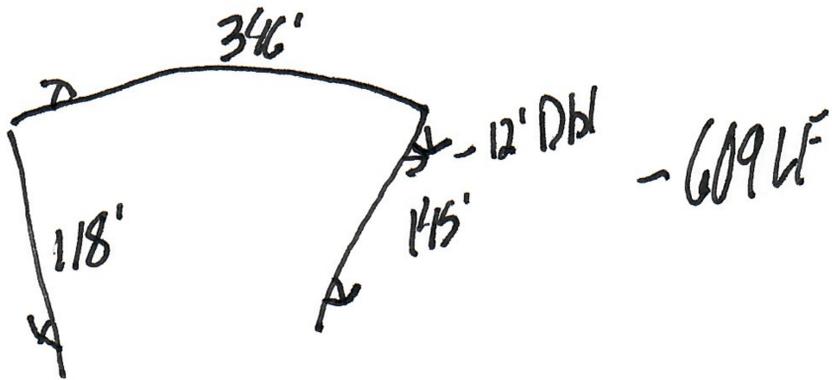
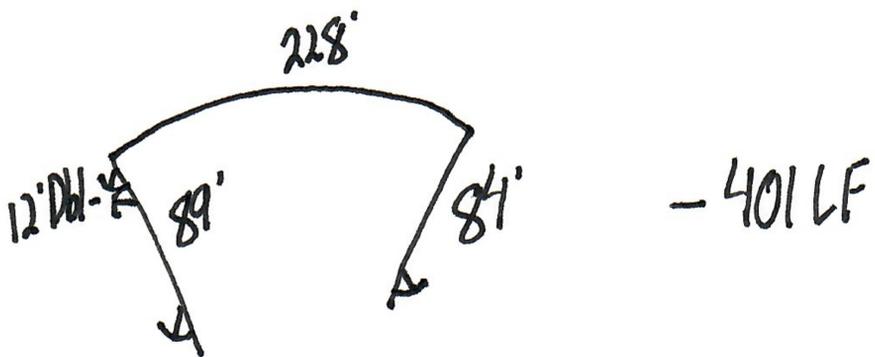
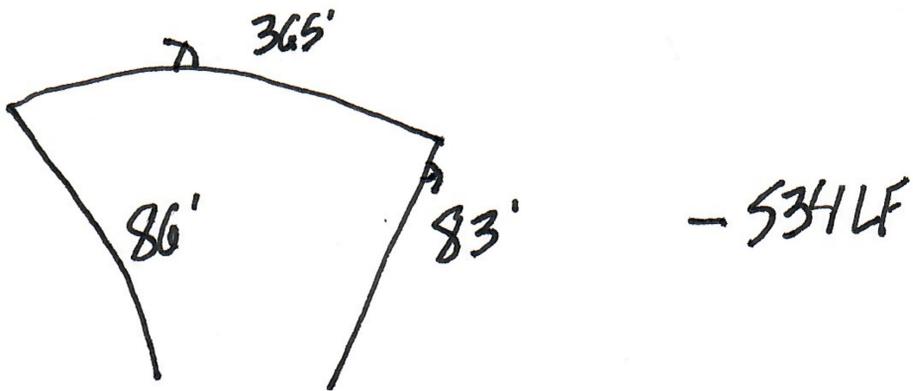
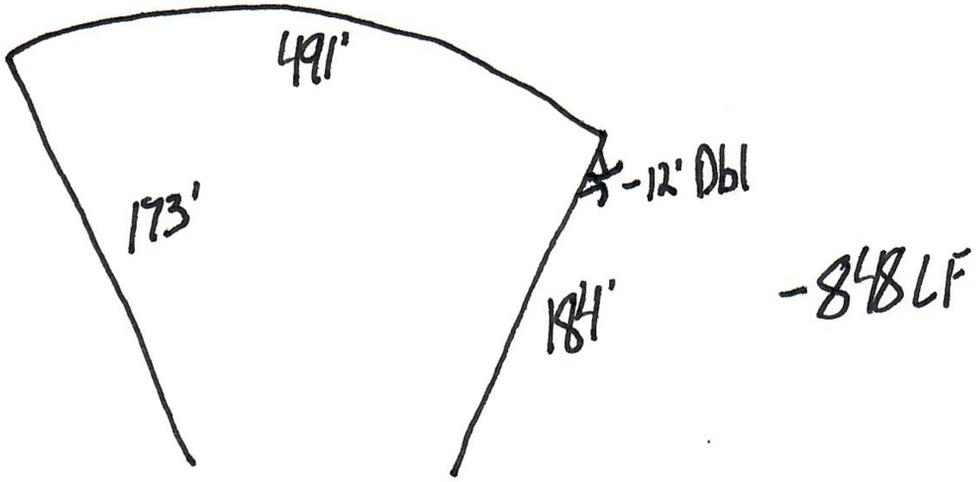
Estimate Valid for 14 days Total Price: \$58,350.00

**Precision Fencing, LLC Policy:**  
 \* 1 year limited labor warranty on new fences only.  
 \* Gates and Stain are not covered under warranty.  
 \* If rock is encountered, a jackhammer fee of \$25.00 per post will be applied  
 \* Not Responsible for Property Lines, unmarked irrigation, sprinklers, or any underground item not marked by dig tess.

This "Agreement" is subject to the "Standard Form Agreement, Terms & Conditions. By signing this agreement you agree to our terms & conditions.  
 Terms & Conditions Available upon Request.

Date: \_\_\_\_\_ Purchaser Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Company Representative Signature: \_\_\_\_\_

\*Please note, if you agree to pay by cash/check but pay by CC, the purchaser will be responsible for the 3% of the transaction.



- 2,392 Total LF
- (3) 12' Double
- (7) Reel Gates
- 4' Tall Gate.
- 1 7/8" Line Posts
- 2 3/8" Terminal & Reel Gate Posts
- 1 3/8" Top Reel
- 11 Ga. Chain Link
- 2 7/8" Double Gate Posts
- BF-20 Framework



V & K Construction, LLC  
PO Box 661  
Crandall, Texas 75114  
469.655.7113 / 214.425.6913

# Estimate

Date	Estimate #
10/31/2022	736

Name / Address
City of Seagoville 702 North Highway 175 Seagoville, TX 75159

Project
Bearden Park Baseball Field Fence

Qty	Description	Total
845	Ln . Ft. of 4' Chain Link Fence (BLUE)	20,390.00
394	Ln . Ft. of 4' Chain Link Fence (RED)	10,468.00
554	Ln . Ft. of 4' Chain Link Fence (YELLOW)	13,988.00
602	Ln . Ft. of 4' Chain Link Fence (GREEN)	15,044.00
<b>Total</b>		\$59,890.00



11418 Lake June Road  
Balch Springs, Texas 75180

Phone # 972-286-4316

Customer  
City of Seagoville  
702 N Hwy 175  
Seagoville, Texas 75159

# Estimate

Date	Estimate #
12/2/2022	22-5273

Fax #

866-355-6979

The estimate is a best effort approximation of projected cost. Actual cost may change once all project elements are finalized. Prior to changes of cost, the client will be notified. This estimate is valid for 30 days.

P.O.
Baseball Fields

Description	Qty	Rate	Total
**** 4 Baseball Fields ****			
4' 2" 9g GALV. Mesh for Baseball Fields (4) (Approx 2351)	1	56,400.00	56,400.00
10 Double Swing Chainlink Gate	4	1,125.00	4,500.00
Removal of existing fence	1	6,000.00	6,000.00

Signature _____	<b>Total</b> \$66,900.00	
	E-mail	Web Site
Date _____	asmith@llanoriverfence.com	www.llanoriverfence.com

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

**Meeting Date: December 19, 2022**

### **ITEM DESCRIPTION:**

Receive Councilmember Reports/ Items of Community Interest

### **BACKGROUND OF ISSUE:**

Section 551.0415 of the Texas Government Code authorizes a quorum of the governing body of a municipality or county to receive reports about items of community interest during a meeting without having given notice of the subject of the report if no action is taken. Section 551.0415 defines an “item of community interest” to include:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in status of a person’s public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## *Regular Session Agenda Item: 6*

**Meeting Date:** December 19, 2022

**ITEM DESCRIPTION:**

Future Agenda Items

**BACKGROUND OF ISSUE:**

Council provides direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

N/A

## *Executive Session Agenda Item: 7*

Meeting Date: December 19, 2022

### **ITEM DESCRIPTION:**

#### **Recess into Executive Session**

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

A. § 551.071 Consultation with City Attorney: to seek legal advice related to the Proposed Home Rule Charter Propositions.

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## *Executive Session Agenda Item: 8*

Meeting Date: December 19, 2022

### **ITEM DESCRIPTION:**

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

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

A. § 551.071 Consultation with City Attorney: to seek legal advice related to the Proposed Home Rule Charter Propositions.

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A