

November 17, 2017

Mansfield City Council  
Mansfield, TX

RE: Saltgrass Steak House – Mansfield, TX  
ZC#17-021  
Comment Response to November 13, 2017 City Council Hearing



Dear Mansfield City Council:

This letter is in response to the City Council and neighboring residential comments/concerns for Saltgrass Steak House (“SG”) voiced during the November 13, 2017 hearing.

1. **Provide contract with trash disposal company, including specifying exact times that trash collection will and will not occur.**
  - a. Response: See attached.
2. **Provide contracts with food/supply delivery companies, or a general letter/documentation specifying exact times that deliveries will and will not occur.**
  - a. Response: See attached.
3. **Meet with/contact the four adjacent homeowners on the east side of the Salt Grass property, report the results of those meetings/discussions, and work towards a solution to replace the fences along their rear property lines with an 8' board-on-board wooden fence that will run the entire length of rear property lines and Saltgrass' east property line.**
  - a. Response: See attached revised plans. Approximately 300.3' of the 8' board-on-board fence will be built 6" inside Saltgrass' eastern property line and take a 90 degree bend (east) onto the Galaso's and Jones' property. The Galaso's remaining fence run will continue north ~21' to the northern edge of their northwestern property/fence line. The Jones' remaining fence run will continue south ~11 to the southwestern edge of the Jones' western property/fence line.

Additionally, Landry's agrees to pay for the work limited to constructing the fence on the 2 adjacent owner's property, per the attached plan. It is understood that as part of this agreement it will be

Foremark, Ltd  
8350 N Central Expressway  
Suite 1313  
Dallas, TX 75206

t 214.561.6500  
f 214.561.6565  
www.foremark.com

the sole responsibility of all property owners to maintain any portion of the fence placed on their property.

4. **The specifications for any new fence shall be provided and indicated on the plans.**
  - a. Response: See attached.

Sincerely,

Daniel H. Smith  
FOREMARK, LTD  
On behalf of Saltgrass, Inc.

INVOICE TO	
Customer Name	SALT GRASS
Attn	
Address	1768 US 287
Address	
City/State	MANSFIELD TX
Zip	76063
Telephone Number	512 665 3333

SITE LOCATION	
Customer Name	SALT GRASS
Address	1768 US 287
City/State	Mansfield TX
Zip	76063
Telephone Number	512 665 3333
Authorized By	JEFF STOVER
Site Contact	JEFF STOVER



### CUSTOMER SERVICE AGREEMENT

ACCOUNT NUMBER **3-0794-**

EMAIL [Jstover@ldry.com](mailto:Jstover@ldry.com)

N/O	CONT GRP	TYPE	SIZE	C	QTY	ACCT TYPE	C/O	GRID	SERVICE FREQUENCY	EST LIFTS	S	P.O. REQ	RECPT REQ	LF CODE	OPEN/CLOSE DATE	LOB	PRE BILL	LIFT CHARGE	MONTHLY SERVICE	EXTRA LIFT	DSP RATE	OTHER	RATE/UNIT	PERIOD RATE
N	1	FL	8	N	1	P	N		6/1w	N	N	Y	N	AR04		12	N	\$ -	\$ 678.35	\$ 76.16	\$ -	DEL	\$78.96	
																						REL	\$0.00	
																						TRIP	\$18.25	
																						REM	\$0.00	
																						EXCH	\$0.00	
																						EXY	13.27/YD	
																						BURN	\$105.59	

REPUBLIC SERVICES OF TEXAS LTD. dba DUNCAN DISPOSAL  
HEREINAFTER REFERRED TO AS THE "COMPANY"

THE UNDERSIGNED INDIVIDUAL ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THOSE ON THE REVERSE SIDE, AND THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND TO BIND THE CUSTOMER.

BY: \_\_\_\_\_ TITLE \_\_\_\_\_  
Republic Services Representative Republic Services Representative

BY: \_\_\_\_\_ TITLE \_\_\_\_\_

CUSTOMER NAME (PLEASE PRINT) DATE OF AGREEMENT

Above rates do not include taxes and/or fees

#### TERMS AND CONDITIONS

**DEPOSIT:**  
**COMMENTS/INSTRUCTIONS:**  
\*\*PLEASE PROVIDE PLACEMENT INSTRUCTIONS\*\*  
service time for pickup is after 8am and before 6pm.

**SERVICES** -Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services

Contract Group: 9794020 / 04

**\*\*Charges may apply if no placement instructions are provided and/or a designated site contact can not be reached\*\***

**TERM** - THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 36 MONTHS THERAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH PERIODS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER PARTY AT 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER? YES NO  
I.D. NUMBER \_\_\_\_\_

**WASTE MATERIALS** -The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) ("collectively," "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

NATIONAL ACCT NUM	MAPSCO	CUSTOMER CATEGORY	CASH TOLERANCE	SUSPEND	CREDIT ANALYST		
NA	COMM			Y	B.ANGIE		
SITE NUMBER	EFFECTIVE SERVICE DATE	TERM	REVIEW DATE	C.P.I	CONTRACT STATUS	PURCHASE ORDER NUMBER	S.I.C
1		36		Y			
TERRITORY	SALES REPRESENTATIVE	TAX CODE	TAX EXEMPTION NUMNER	TRANS CODE	REASON CODE	COMPETITOR	
14	794####	1132		01	01	NA	
RENEW	MIG	CREDIT APPROVAL	CREDIT LIMIT	CONTRACT APPROVAL	ENTERED BY	DATES	

**TITLE** -Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

**TERMS AND CONDITIONS (Continued from other side)**

**PAYMENTS** -Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; and (b) a fuel/environmental recovery fee in the amount shown on each of the Company's invoices, which amount Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay a deposit in an amount equal to one month's charges under this Agreement.

**WEIGHT** - State law governs the gross vehicle weight (GVW) of all over-the road vehicles; therefore, we cannot accept full loads of dirt, concrete, brick, or other heavy construction materials. The container should not be over half full for transporting heavy materials. Any overweight fines are the responsibility of the customer.

**RATE ADJUSTMENTS** -Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; or (e) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

**SERVICES CHANGES** -The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

**DRY RUN/TRIP CHARGES** - If the container is not serviceable due to customer responsibility, e.g. blocked, overloaded container or COD money not ready when driver arrives, a dry run/trip charge will be assessed to cover our truck time and operating expense.

**RESPONSIBILITY FOR EQUIPMENT ACCESS** -Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the Equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.

**DAMAGE TO PAVEMENT** -Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location.

**SUSPENSION** -If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

**TERMINATION** -In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach.

**VOLUME** - State law requires that contents may be loaded to within 6 inches from the top of the container. A load level with the top of the container is acceptable when the the container is tarped for hauling over the road. Do not allow overfilling or overloading of containers. (All material must be must be inside container and door closed.)

**PAYMENT UPON TERMINATION** -If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

**ASSIGNMENT** -Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Company may assign this Agreement without Customer's consent.

**EXCUSED PERFORMANCE** -Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due To contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

**ATTORNEY'S FEES** -If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

**MISCELLANEOUS** -This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby.

SALT GRASS

**CUSTOMER SIGNATURE:** \_\_\_\_\_

**DATE:**



November 17, 2017

Mr. Daniel Smith  
Foremark  
8350 N. Central Expressway  
Suite 1313  
Dallas, Texas 75206

RE: Proposed Saltgrass Steak House PD

Dear Daniel,

Please provide the City of Mansfield this letter as confirmation that all deliveries to the restaurant will occur between the hours of 8:00am until 6:00pm. Please let me know if you require anything else relative to this matter.

Regards,

Rodney Lerner  
Sr. Real Estate Manager  
1510 West Loop South  
Houston, TX 77027

1510 WEST LOOP SOUTH • HOUSTON, TX 77027 • TEL 713.850.1010 • LANDRYSINC.COM







