



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, SEPTEMBER 18, 2017**

**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 Work Session Meeting Minutes for September 11, 2017, and City Council Regular Session Meeting Minutes September 11, 2017 (City Secretary)**
- 2. Discuss and Consider a Resolution authorizing the Master Fee Schedule and providing an effective date (Finance Director)**

REGULAR AGENDA-

- 3. **Discuss, consider and approve an Economic Development Incentive Agreement between the Seagoville Economic Development Corporation and W. Parnell V, LLC (Chicken Express), for the retention and expansion of the facility located at 1699 N. US Highway 175, Seagoville, Texas, in an amount not to exceed \$75,000**
- 4. **Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**
- 5. **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.**
- 6. **Executive Session**

Recess into Executive Session in compliance with Texas Government Code:

(A)Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Seagoville Economic Development Director

(B)Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager

7. **Reconvene Into Regular Session**

(A) Take any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Seagoville Economic Development Director

(B) Take any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager

Adjourn

Posted Thursday, September 14, 2017 by 5:00 P.M.


Kandi Jackson, City Secretary



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, October 2, 2017 Regular City Council Meeting.**
- **Monday, October 16, 2017 Regular City Council Meeting.**

Consent Agenda Item: 1

Meeting Date: September 18, 2017

ITEM DESCRIPTION:

Consider approving City Council Work Session Meeting Minutes for September 11, 2017, and City Council Regular Session Meeting Minutes September 11, 2017(City Secretary)

ITEM DESCRIPTION:

Approve City Council Work Session Minutes for September 11, 2017, and City Council Regular Session Meeting Minutes for September 11, 2017.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

September 11, 2017 City Council Work Session Meeting Minutes
September 11, 2017 City Council Regular Session Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
SEPTEMBER 11, 2017**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:31 p.m. on Monday, September 11, 2017, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Alexis Allen, Finance Director Patrick Harvey, HR Director/Risk Manager Cindy Brown, and City Secretary Kandi Jackson.

A. Discuss Regular Session Agenda Items

Item #1 There were no questions.

Item #2 City Manager Stallings stated there is no cost to the model written Regional Capacity, Management, Operations and Maintenance Program. There were no questions.

Item #3 Finance Director Harvey stated the financial policy guides the efforts of managing the City's money.

Item #4 Police Chief Calverley stated this grant would allow the Police Department to purchase thirty (30) 2-way radios. He also stated the grant is 100% reimbursable.

Item #5 City Manager Stallings stated this item will be discussed during Regular Session.

Item # 6 Fire Chief Gilcrease stated this contract will be for three (3) years.

Councilmember Hernandez asked if the ambulance could be painted to match Seagoville Fire Department color scheme.

Acadian Ambulance Regional Vice President Back asked Council to give Acadian more time due to the cost of changing the color scheme.

Mayor Childress stated the City of Seagoville would appreciate changing the color scheme.

Item #7 Finance Director Harvey stated the Investment Policy is the same as last year. He also stated it does reflect best practices in the industries in terms of managing investments.

Item #8 There were no questions.

Item #9 There were no questions.

(Councilmember Magill arrived at 6:44 p.m.)

Item #10 Finance Director Harvey stated this is approval of the budget. He also stated one notable item in the budget is street maintenance which is a funding priority.

Item #11 Finance Director Harvey stated this approves the tax rate for the next fiscal year and the recommendation is to keep the same tax rate as last year.

Item #12 Finance Director stated this ratifies the tax increase.

Item #13 Board Chair Dr. Cole stated Kirk Clennnan resigned as Seagoville Economic Development Corporation Executive Director effective August 31, 2017.

He stated there are changes in the Seagoville Economic Development Corporation By Laws. He stated on page #3 Seagoville Economic Development Corporation would like to change the meeting date from the second Monday of the month to meeting one time a month. On page #5 Seagoville Economic Development Corporation would like the City Secretary to take minutes for meetings. He also stated in Section #7 Seagoville Economic Development Corporation would like to change the Chief Administrative Officer to the City Manager.

Item #14 City Manager Stallings stated this item will be discussed in Regular Session.

Item #15 City Attorney Allen presented Public Improvement Districts (PID).

Jim Hardin, Michael Matthews, and Abdi Yassin presented a Public Improvement District (PID) for Hart Meadows Subdivision.

Adjourned at 6:31 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
SEPTEMBER 11, 2017**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:50 p.m. on Monday, September 11, 2017, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Community Development Director Ladis Barr, City Attorney Alexis Allen, Finance Director Patrick Harvey, HR Director/Risk Manager, and City Secretary Kandi Jackson.

Invocation – *Invocation was led by Councilmember Magill.*

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

Mayor’s Report – *Mayor Childress stated the Fitness, Health, and Safety Fair will be on September 26, 2017 from 9:00 a.m. to 4:00 p.m. at City Hall.*

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 Work Session Meeting Minutes for August 28, 2017, and City Council Regular Session Meeting Minutes August 28, 2017(City Secretary)**
- 2. Consider approving a Resolution of the City of Seagoville, Texas, entering into a Memorandum of Understanding with North Texas Municipal Water District for the**

purpose of establishing a model written Regional Capacity, Management, Operations and Maintenance (CMOM) Program; authorizing the City Manager to execute all necessary documents; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date (Water Utilities Director)

3. Approval of the City of Seagoville's Financial Policies for Fiscal Year 2017-2018 (Finance Director)

4. Submittal of a 2018 Justice Assistance Grant (3333201) administered by the Governor's Office Criminal Justice Division, for Dual Band Portable radios (Police Chief)

Motion was made to approve Consent Agenda items as read by Magill, seconded by Epps; motion passed with all ayes.

REGULAR AGENDA-

5. Conduct interview with Board and Commission applicant and consider appointment. (City Secretary)

City Secretary Jackson stated Lorin Mullens is currently serving as Alternate #2 on Board of Adjustments. He submitted an application to fill the vacancy for Place 5.

In response to a question by Mayor Childress, Mr. Mullens stated he does have the time and desire to serve.

Motion to appoint Lorin Mullens to Place 5 on Board of Adjustments by Hernandez, seconded by Howard; motion passed with all ayes.

6. Discuss and consider approval of a Resolution of the City of Seagoville, Texas approving the terms and conditions of the agreement for mobile intensive care ambulance service between the City of Seagoville and Acadian Ambulance Services, LLC; authorizing the City Manager to execute necessary documents; providing a severability clause; and providing an effective date (Fire Chief)

Motion was made to approve a Resolution approving terms and conditions of the agreement for mobile intensive care ambulance service between the City of Seagoville and Acadian Ambulance Services by Epps, seconded by Fruin; motion passed with all ayes.

7. Discuss and Consider Amending the City's Investment Policy for FY 2017 (Finance Director)

Motion was made to amend the City's Investment Police for FY 2017 by Howard, seconded by Magill; motion passed with all ayes.

- 8. Discuss and consider approval of a Resolution of the City of Seagoville, Texas, approving the adopted budget for the Seagoville Economic Development Corporation for the Fiscal Year October 1, 2017 through September 30, 2018; providing that expenditures for said Fiscal Year; and declaring an effective date (Finance Director)**

Motion was made to approve a Resolution approving the adopted budget for the Seagoville Economic Development Corporation for the Fiscal Year October 1, 2017 through September 30, 2018 by Hernandez, seconded by Howard; motion passed with all ayes.

- 9. Discuss and consider approval of three (3) Hotel Occupancy Tax Grant Agreements with Seagoville Chamber of Commerce for Mayfest (\$11,000.00); Seagofest (\$11,000.00); and 4th of July Celebration (\$4,500.00) totaling Twenty-Six Thousand (\$26,500.00) Dollars for the fiscal year October 1, 2017 through September 30, 2018 (Finance Director)**

Motion to approve three (3) Hotel Occupancy Tax Grant Agreements with Seagoville Chamber of Commerce for Mayfest (\$11,000.00); Seagofest (\$11,000.00); and 4th of July Celebration (\$4,500.00) totaling Twenty-Six Thousand, Five Hundred Dollars (\$26,500.00) for fiscal year October 1, 2017 through September 30, 2018 by Epps, seconded by Fruin; motion passed with all ayes.

- 10. Discuss and consider approval of an Ordinance approving and adopting a budget for the City for the fiscal year October 1, 2017 through September 30, 2018 and providing that expenditures for said fiscal year shall be made in accordance with said budget. This budget will raise more property taxes than last year's budget by \$633,594 or 16.14%, and of that amount, \$529,902 is tax revenue to be raised from new property added to the tax roll this year (Finance Director)**

A vote was cast to approve an Ordinance approving and adopting a budget for the City for the fiscal year October 1, 2017 through September 30, 2018 and providing that expenditures for said fiscal year shall be made in accordance with said budget 5 for (Hernandez, Howard, Magill, Fruin, Epps), and 0 against.

- 11. Discuss and consider approval of Ordinance No. 21-2017 levying the ad valorem taxes for the fiscal year 2018 at a rate of \$0.743800 per one hundred dollars (\$100.00) assessed valuation on all taxable property within the corporate limits of the City as of January 1, 2017; to provide revenues for current expenses and interest and sinking fund requirements; and providing for due and delinquent dates together with penalties and interest (Finance Director)**

Councilmember Hernandez stated, "I move that the property tax rate be increased by the adoption of a tax rate of 0.743800, which is effectively a 3.17% percent increase in the tax rate," seconded by Howard; a vote was cast 5 for (Hernandez, Howard, Magill, Fruin, Epps), and 0 against.

- 12. Discuss and consider approval of a Resolution ratifying the budget for Fiscal Year 2017-2018 that will require raising more revenues by 16.14% or \$633,594 from property taxes than the previous year and of that amount, \$529,902 is tax revenue to be raised from new property added to the tax roll this year (Finance Director)**

Motion to approve a Resolution ratifying the budget for Fiscal Year 2017-2018 that will require raising more revenues by 16.14% or \$633,594 from property taxes than the previous year and of that amount, \$529,902 is tax revenue to be raised from new property added to the tax roll this year by Hernandez, seconded by Magill; motion passed with all ayes.

- 13. Discuss, consider and approve the amended and restated Bylaws for the Seagoville Economic Development Corporation (Dr. Don Cole)**

Motion to approve the amended and restated Bylaws for the Seagoville Economic Development Corporation by Epps, seconded by Magill; motion passed with all ayes.

- 14. Receive a presentation from City Attorney concerning legal procedures applicable to annexation, including changes to applicable law effective December 1, 2017, and direct staff concerning future annexations (City Attorney)**

City Attorney Allen presented legal procedures applicable to annexation, including changes to applicable law effective December 1, 2017.

Council directed Staff not to proceed with any annexations at this time.

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

Mayor Pro-Tem Epps stated he was very pleased with the "Movie in the Park". He stated it was a job well done by Staff.

- 16. 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.

17. Executive Session

Recess into Executive Session in compliance with Texas Government Code:

(A)Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager.

Mayor Childress recessed into Executive Session at 8:19 p.m.

18. Reconvene Into Regular Session

(A) Take any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Manager

Mayor Childress reconvened back into Regular Session at 8:40 p.m. and stated no action to be taken.

Adjourned at 8:40 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Consent Agenda Item: 2

Meeting Date: September 18, 2017

ITEM DESCRIPTION

Discuss and Consider a Resolution authorizing the Master Fee Schedule and providing an effective date.

BACKGROUND OF ISSUE:

On September 21, 2016, the City Council adopted a Master Fee Resolution. The last overall review was during the FY 2017 budget development process. Each year during the budget process, these fees are reviewed and evaluated by staff.

During the FY 2018 budget development process, staff has spoken with Council concerning raising the storm water fee from \$0.75 to \$1.50. This rate adjustment is expected to provide an additional \$70,000 to be used for drainage repair projects similar to the work done at Riverview recently.

FINANCIAL IMPACT:

This rate adjustment is expected to provide approximately \$70,000 in additional revenue to the storm water fund.

RECOMMENDATION:

Staff recommends approval

EXHIBITS

Resolution
Master Fee Schedule

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 59-R-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ADOPTING THE MASTER FEE SCHEDULE ATTACHED HERETO AS EXHIBIT "A" AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 12, 2016, the City Council adopted a Master Fee Schedule;
and

WHEREAS, it is necessary that the Master Fee Schedule to be amended from time to time by resolution of the City Council;

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

SECTION 1. That a Master Fee Schedule, attached hereto as Exhibit "A," is adopted by the City Council of the City of Seagoville, Texas.

SECTION 2. In the event there is a conflict between the fees listed in the attached Exhibit "A", and any previous fees adopted by ordinance or resolution, the fees set forth in this Resolution shall supersede any previous fees adopted by ordinance or resolution.

SECTION 3. That all provisions of the Resolutions of the City of Seagoville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 4. This Resolution and the fees established herein shall take effect on the 1st day of October, 2017, and it is accordingly so resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on 18th day of September, 2017.

APPROVED:

DENNIS CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2017-2018
GENERAL GOVERNMENT

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 1/1/16	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/16
GENERAL GOVERNMENT ADMINISTRATION / ALL DEPARTMENTS				
PUBLIC INFORMATION CHARGES				
Copies, standard size	Per page	\$ 0.10	\$ -	\$ 0.10
Copies, non-standard size	Per page	\$ 0.50	\$ -	\$ 0.50
Disc (CD-RW or CD-R)	Each	\$ 1.00	\$ -	\$ 1.00
Digital video disc (DVD)	Each	\$ 3.00	\$ -	\$ 3.00
VHS video cassette	Each	\$ 2.50	\$ -	\$ 2.50
Audio cassette	Each	\$ 1.00	\$ -	\$ 1.00
Other electronic media	Each	\$ -	New	Actual cost
Personnel charge	Per hour	\$ 15.00	\$ -	\$ 15.00
Overhead charge	Based on personnel charge	20%	\$ -	20%
Miscellaneous supplies		Actual cost	\$ -	Actual cost
Postage and shipping		Actual cost	\$ -	Actual cost
Certification of true copies		\$ 2.50	\$ -	\$ 2.50
Attestation under Seal of Seagoville		\$ 2.50	\$ -	\$ 2.50
DOCUMENTS				
Charter		\$ -	\$ -	\$ -
Code of Ordinances	Available from Franklin Legal Publishing	\$ -	\$ -	\$ -
FINANCE CHARGES				
Returned Check		\$ 30.00	\$ -	\$ 30.00
Lien Administrative Fee		\$ 100.00	\$ -	\$ 100.00
Lien Per Annum		10%	\$ -	10%

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2017-2018
PUBLIC LIBRARY

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 1/1/16	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/16
PUBLIC LIBRARY				
LIBRARY CARDS				
Replacement card	Per card	\$ 1.00	\$ -	\$ 1.00
LATE CHARGES				
Books	Per item per day	\$ 0.10	\$ -	\$ 0.10
DVDs and Videos	Per day	\$ 1.00	\$ -	\$ 1.00
MISCELLANOUS CHARGES				
Interlibrary loans	Per fulfilled request	\$ 1.00	\$ -	\$ 1.00
Laminating	Per linear foot	\$ 0.50	\$ -	\$ 0.50
Standard copies	Per page	\$ 0.20	\$ -	\$ 0.20
Computer generated printing - B/W	Per page	\$ 0.20	\$ -	\$ 0.20
Lost or damaged item processing fee	Per item	\$ 5.00	\$ -	\$ 5.00
Material replacement	Per item	Actual Replacement Cost	\$ -	Actual Replacement Cost
Repair of damaged library materials	Per item	Actual Cost	\$ -	Actual Cost
Replace lost or damaged DVD case	Per item	\$ 3.00	\$ -	\$ 3.00
Replace lost or damaged Video case	Per item	\$ 3.00	\$ -	\$ 3.00
Replace lost or damaged audio book case	Per item	\$ 3.00	\$ -	\$ 5.00

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CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2017-2018
PARKS AND RECREATION

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 1/1/16	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/16
PARKS AND RECREATION				
RENTAL FEES				
Tennis court reservation	Minimum 1 Hour \$15.00 per Hour	\$ 15.00	\$ -	\$ 15.00
Field reservations with lights	Minimum 1 Hour \$15.00 per Hour	\$ 15.00	\$ -	\$ 15.00
Field reservations, no lights, per field	Minimum 1 Hour \$10.00 per Hour	\$ 10.00	\$ -	\$ 10.00
Special Event Fee Based	Special License and Use Agreement	20% Total Revenues	\$ -	20% Total Revenues
Special Event Non Fee Based	Special License and Use Agreement	\$ 200.00	\$ -	\$ 200.00
Police Security	Special License and Use Agreement	Invoiced @ Cost	\$ -	Invoiced @ Cost
Public Works and Barricades	Special License and Use Agreement	Invoiced @ Cost	\$ -	Invoiced @ Cost
Pavilion - CO Bruce Central Park	Minimum 1 Hour \$10.00 per Hour	\$ 10.00	\$ -	\$ 10.00
ALL SPORTS LEAGUES ADULT AND YOUTH SPECIAL LICENSE AND USE AGREEMENT				
League participant user fee	Per resident	\$ 5.00	\$ -	\$ 5.00
League participant user fee	Per non-resident	\$ 10.00	\$ -	\$ 10.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2017-2018
POLICE DEPARTMENT

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 1/1/16	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/16
POLICE DEPARTMENT				
Offense reports/calls for service	Per page	\$ 0.10	\$ -	\$ 0.10
Burn to CD	Per report	\$ 1.00	\$ -	\$ 1.00
Burn to DVD	Per report	\$ 3.00	\$ -	\$ 3.00
Other electronic media	Each	\$ -	New	Actual cost
Certified reports	Per report	\$ 1.00	\$ -	\$ 1.00
Accident reports	Per report	\$ 6.00	\$ -	\$ 6.00
Finger printing	Per person	\$ 10.00	\$ -	\$ 10.00
Alarm permits - Residential	Per year	\$ 20.00	\$ -	\$ 20.00
Alarm permits - Business/Commercial	Per year	\$ 30.00	\$ -	\$ 30.00
After the 5th false alarm per year	Per incident	\$ 20.00	\$ -	\$ 20.00
Solicitation permits	Per person	\$ 35.00	\$ -	\$ 35.00
Massage establishment license	Per establishment/annually	\$ 75.00	\$ -	\$ 75.00
Sexually oriented business license	Per business/annually	\$ 750.00	\$ -	\$ 750.00
Sexually oriented business application	Per application	\$ 100.00	\$ -	\$ 100.00
Clearance letters, notarized in house check only	Per letter	\$ 5.00	\$ -	\$ 5.00
Research fee - Open Records Request	Per hour	\$ 15.00	\$ -	\$ 15.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2017-2018
ANIMAL CONTROL / SHELTER

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 1/1/16	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/16
ANIMAL CONTROL / SHELTER				
REGISTRATION				
Unaltered animals	Per animal/annually	\$ 10.00	\$ -	\$ 10.00
Altered animals	Per animal/annually	\$ 5.00	\$ -	\$ 5.00
Owner 65 and older	Per animal/annually	\$ -	\$ -	\$ -
REGISTRATION DANGEROUS ANIMAL				
Annual Registration	Per animal/annually	\$ 50.00	\$ -	\$ 50.00
Registration due to change of owner	Per animal	\$ 25.00	\$ -	\$ 25.00
OWNER PICK UP FROM SHELTER (Domestic animal running at large)				
1st offense	Per animal	\$ 25.00	\$ -	\$ 25.00
2nd offense	Per animal	\$ 50.00	\$ -	\$ 50.00
3rd offense	Per animal	\$ 75.00	\$ -	\$ 75.00
SHELTER HOUSING				
Day 1	per animal	\$ 8.00	\$ -	\$ 8.00
Day 2	per animal	\$ 8.00	\$ -	\$ 8.00
Day 3	per animal	\$ 8.00	\$ -	\$ 8.00
TRAP RENTAL				
Large animal trap	per business week basis	\$ 50.00	\$ -	\$ 50.00
Small animal trap	per business week basis	\$ 25.00	\$ -	\$ 25.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2017-2018
FIRE DEPARTMENT

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 1/1/16	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/16
FIRE DEPARTMENT				
INSPECTIONS				
Certificate of Occupancy	Annual, semi-annual, etc.	No Charge	\$ -	No Charge
1st Re-inspection		No Charge	\$ -	No Charge
2nd Re-inspection		\$ 45.00	\$ -	\$ 45.00
3rd Re-inspection		\$ 60.00	\$ -	\$ 60.00
Subsequent Re-inspections		\$ 100.00	\$ -	\$ 100.00
Inspections following Mandatory Closure		\$ 150.00	\$ -	\$ 150.00
After hours inspections	Per hour (After 5:00 p.m. or weekends with 2 hr. minimum)	\$ 50.00	\$ -	\$ 50.00
PERMITS				
Portable gas/propane tank permit	1 weekend	\$ 15.00	\$ -	\$ 15.00
Portable gas/propane tank permit	1 month	\$ 60.00	\$ -	\$ 60.00
Portable gas/propane tank permit	6 months	\$ 250.00	\$ -	\$ 250.00
Portable gas/propane tank permit	1 year	\$ 500.00	\$ -	\$ 500.00
Fire /EMS Reports	Each	\$ 4.00	\$ -	\$ 4.00
Private Non-Emergency Ambulance Service	Annual	\$ 1,500.00	\$ -	\$ 1,500.00
Type 1 Hood/Fixed System Plan Review		\$ 50.00	\$ -	\$ 50.00
Type 1 Hood Permit/Test		Table1A	\$ -	Table1A
Fire Suppression / Fire Alarm Plan Review		\$ 50.00	\$ -	\$ 50.00
Fire Sprinkler Plan Review		\$ 50.00	\$ -	\$ 50.00
Fire Suppression / Fire Alarm Permit/Test		Table1A	\$ -	Table1A
Fire Sprinkler Permit/Test		Table1A	\$ -	Table1A
Fuel Storage Tanks Above/Below Ground Permits		Table1A	\$ -	Table1A
Underground Fuel Storage Tanks Removal Permit		Table1A	\$ -	Table1A
Fireworks Display	Must be by State Certified Pyrotechnic Company Present	\$ 300.00	\$ -	\$ 300.00
Fireworks Storage/Transportation	Annual	\$ 125.00	\$ -	\$ 125.00
Fireworks Sales Booth		\$ 250.00	\$ -	\$ 250.00
Boarding Home Inspection Permit	Yearly	\$ 25.00	\$ -	\$ 25.00
Foster Home Inspection Permit	Yearly	\$ 25.00	\$ -	\$ 25.00
Trench Burning	30 day permit/State permit required for each site	\$ 100.00	\$ -	\$ 100.00
Sprinkler Systems out of Service/Hazmat (Stand By) longer than 1 1/2 hours	Minimum 4 hours at \$50.00 Per hour	\$ 50.00	\$ -	\$ 50.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2017-2018
PLANNING & ZONING

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 1/1/16	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/16
PLANNING & ZONING				
ZONING CHANGE				
1-2 Acres	Each request	\$ 250.00	\$ -	\$ 250.00
2.1-5 Acres	Each request	\$ 500.00	\$ -	\$ 500.00
5.1-15 Acres	Each request	\$ 750.00	\$ -	\$ 750.00
15.1 or more	per acre or max. \$1500.00	\$60.00 Per Acre	\$ -	\$60.00 Per Acre
SPECIAL USE PERMIT				
Fee	Each Request (Maximum \$1,500.00)	\$250.00 + \$50.00/Per Acre	\$ -	\$250.00 + \$50.00/Per Acre
PLANNED DEVELOPMENT				
Fee (Initial PD)	(Maximum \$1,500.00)	\$250.00 + \$75.00/Per Acre	\$ -	\$250.00 + \$75.00/Per Acre
PD Amendment				
Text Only	Each Request maximum \$1,500.00	\$100.00 + \$25.00 Per Acre	\$ -	\$100.00 + \$25.00 Per Acre
Concept Plan Only	Each Request maximum \$1,500.00	\$100.00 + \$25.00 Per Acre	\$ -	\$100.00 + \$25.00 Per Acre
Text & Concept Plan	Each Request (Maximum \$1,500.00)	\$100.00 + \$25.00 Per Acre	\$ -	\$100.00 + \$25.00 Per Acre
PLATS (includes 2 DRC Reviews)				
Amending Plat	3 Lots or less	\$ 100.00	\$ -	\$ 100.00
Combination Construction/Final Plat	3 Lots or less	\$ 300.00	\$ -	\$ 300.00
Combination Construction/Final Plat for Subdivisions	4 Lots or more	\$650.00 + \$10.00/Per Acre or \$3.00/Per Lot/Unit (Whichever is greater)	\$ -	\$650.00 + \$10.00/Per Acre or \$3.00/Per Lot/Unit (Whichever is greater)
Construction Plat		\$500.00 + \$10.00/Per Acre or \$3.00/Per Lot/Unit (Whichever is greater)	\$ -	\$500.00 + \$10.00/Per Acre or \$3.00/Per Lot/Unit (Whichever is greater)
Development Plat	3 Lots or Less	\$ 100.00	\$ -	\$ 100.00
Final Plat (for Subdivision)	4 Lots or more	\$300.00 + \$10.00/Per Acre or \$2.00/per Lot/Unit (Whichever is greater)	\$ -	\$300.00 + \$10.00/Per Acre or \$2.00/per Lot/Unit (Whichever is greater)
Minor Plat	3 Lots or less	\$ 100.00	\$ -	\$ 100.00
Vacating Plan		\$ 100.00	\$ -	\$ 100.00
Replat		\$300.00 + \$10.00/per Acre or \$2.00/per Lot/Unit (Whichever is greater)	\$ -	\$300.00 + \$10.00/per Acre or \$2.00/per Lot/Unit (Whichever is greater)

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2017-2018
PLANNING & ZONING

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 1/1/16	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/16
Additional Plan Review Fees				
(After 2 Initial DRC Reviews)	Development Review Committee (DRC) or individual committee members (Does not include Building Plan Review)	Actual Cost to Review	\$ -	Actual Cost to Review
Concept Plan	P & Z Commission Approval	\$ 75.00	\$ -	\$ 75.00
Site Plan & Revised Site Plan	P & Z Commission Approval	\$ 75.00	\$ -	\$ 75.00
Elevation/Façade Plan	(Only if requesting a waiver, P & Z Commission approval required)	\$ 75.00	\$ -	\$ 75.00
Landscape Plan	P & Z Commission Approval	\$ 75.00	\$ -	\$ 75.00
Zoning Verification Letter	City's form letter will be provided	\$ 25.00	\$ -	\$ 25.00
Board of Adjustment Variance Request		\$ 100.00	\$ -	\$ 100.00
Sign Variance		\$ 100.00	\$ -	\$ 100.00
Application withdrawal refund (any type)	Within 24 hours of submittal	\$ 75.00	\$ -	\$ 75.00
Plus the Dallas/Kaufman County Clerks Filing Fees	for Filing Plats.			
When the Subdivision Ordinance was revised in 2006, the word "preliminary" was changed to "construction" in regards to plats.				

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2017-2018
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 1/1/16	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/16
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
BUILDING PERMITS				
Residential Building Permits	Based on square footage	Table 1A	\$ -	Table 1A
Commercial Building Permits	Based on square footage	Table 1A	\$ -	Table 1A
Construction began prior to permit or no permit obtained	Permit Fee	Double	\$ -	Double
Certificate of Occupancy Residential		\$ 25.00	\$ -	\$ 25.00
Certificate of Occupancy Commercial	up to 5,000 square feet	\$ 50.00	\$ -	\$ 50.00
Certificate of Occupancy Commercial	5,001 square feet to 10,000 square feet	\$ 100.00	\$ -	\$ 100.00
Certificate of Occupancy Commercial	10,001 square feet and over	\$ 200.00	\$ -	\$ 200.00
Demolition		\$ 100.00	\$ -	\$ 100.00
Foundation Repair		Table 1A	\$ -	Table 1A
Fence Residential		\$ 35.00	\$ -	\$ 35.00
Fence Commercial		\$ 50.00	\$ -	\$ 50.00
Retaining Wall		Table 1A	\$ -	Table 1A
Sprinkler Irrigation System		Table 1A	\$ -	Table 1A
Carports Residential		Table 1A	\$ -	Table 1A
Deck, Patio Covers, Pergola		Table 1A	\$ -	Table 1A
Storage Buildings under 120 square feet	Requires permit but no fee charged	\$ -	\$ -	\$ -
Storage Buildings over 120 square feet		Table 1A	\$ -	Table 1A
Aboveground Pool/Spa		\$ 100.00	\$ -	\$ 100.00
In-Ground Pool/Spa		Table 1A	\$ -	Table 1A
House/Building Moving	Passing through part of city or moving from outside city to inside or moving from inside city to outside city	\$ 100.00	\$ -	\$ 100.00
House/Building Moving	Leaving building on public property during move	\$ 50.00	\$ -	\$ 50.00
House/Building Moving	Inspection of building prior to moving into city	\$100.00 + mileage	\$ -	\$100.00 + mileage
Screening Wall		Table 1A	\$ -	Table 1A
Roofing		Table 1A	\$ -	Table 1A
Mobile/HUD Manufacturing		Table 1A	\$ -	Table 1A
Industrialized Home Permits		Table 1A	\$ -	Table 1A
CONCRETE AND EXCAVATING				
Flatwork (sidewalk, approaches, driveways, patios, etc.)		Table 1A	\$ -	Table 1A
Grading/Filling & Excavating		\$ 100.00	\$ -	\$ 100.00
Right-of-Way Excavating		\$ 100.00	\$ -	\$ 100.00
Miscellaneous concrete permits		Table 1A	\$ -	Table 1A
Temporary Asphalt/Concrete Batch Plant		\$ 100.00	\$ -	\$ 100.00

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2017-2018
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 1/1/16	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/16
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
CONTRACTOR REGISTRATIONS				
General	Annually	\$ 60.00	\$ -	\$ 60.00
Electrical	Annually	\$ 60.00	\$ -	\$ 60.00
Mechanical	Annually	\$ 60.00	\$ -	\$ 60.00
Plumbing / Med Gas / Fire Sprinkler and Fire Alarm	State law prohibits a registration fee	\$ -	\$ -	\$ -
Irrigator	Annually	\$ 60.00	\$ -	\$ 60.00
Backflow Tester	Annually	\$ 45.00	\$ -	\$ 45.00
All Other Trades	Annually	\$ 60.00	\$ -	\$ 60.00
MISCELLANEOUS FEES				
Electrical T-Pole		\$ 35.00	\$ -	\$ 35.00
Miscellaneous Electrical Permits		Table 1A	\$ -	Table 1A
Miscellaneous Plumbing Permits		Table 1A	\$ -	Table 1A
Miscellaneous Mechanical Permits		Table 1A	\$ -	Table 1A
Non-Office Hours Inspections	2 hour minimum (office hours M-F 7:30 am - 6:00 pm)	\$ 50.00	\$ -	\$ 50.00
Red Tag Re-inspection	after 1st inspection	\$ 50.00	\$ -	\$ 50.00
Additional Plan Review	after 2nd review	\$ 47.00	\$ -	\$ 47.00
Plan Review NEW Single Family Dwelling		\$ 50.00	\$ -	\$ 50.00
Plan Review ANY Commercial		\$ 50.00	\$ -	\$ 50.00
Cell Tower		Table 1A	\$ -	Table 1A
Solar Energy Systems		Table 1A	\$ -	Table 1A
Wind Turbines		Table 1A	\$ -	Table 1A
Tents & Canopies over 200 square feet		\$ 50.00	\$ -	\$ 50.00
Building and Standards Board Appeal		\$ 100.00	\$ -	\$ 100.00
Amusement Center License (per device)		\$ 100.00	\$ -	\$ 100.00
Garage (Occasional) Sale	Limit 2 times per year (365 days) per address	\$ 3.00	\$ -	\$ 3.00
Construction Office		\$ 35.00	\$ -	\$ 35.00
Real Estate Sales Office		\$ 75.00	\$ -	\$ 75.00
Portable Church/School Building		\$ 75.00	\$ -	\$ 75.00
Cargo Container for Construction Use		\$ 25.00	\$ -	\$ 25.00
Other Temporary Use as determined by City Manager or designee		\$ 75.00	\$ -	\$ 75.00
SIGNS				
Signs	Up to 100 square feet	\$ 25.00	\$ -	\$ 25.00
Signs	101 square feet - 300 square feet	\$ 50.00	\$ -	\$ 50.00
Signs	301 square feet or larger	\$ 100.00	\$ -	\$ 100.00
Portable Signs		\$ 25.00	\$ -	\$ 25.00
Removal & Storage of Temporary or Portable Signs		\$25.00 + \$5.00 per day storage	\$ -	\$25.00 + \$5.00 per day storage
<p><i>**Since the International Building Code and International Residential Code, 2000 Editions, do not include building permit fee tables, Table 1A from the Uniform Building Code Book, Volume 1 1997 Edition as amended, is therefore adopted and shall serve as the official building permit fee table.</i></p>				

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2017-2018
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 1/1/16	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/16
BUILDING INSPECTION/CODE ENFORCEMENT/HEALTH				
HEALTH				
Nursing Home Dietary Department	Annually	\$ 275.00	\$ -	\$ 275.00
Day Care Center	Annually	\$ 275.00	\$ -	\$ 275.00
Convenience Store, packaged groceries only	Annually	\$ 275.00	\$ -	\$ 275.00
Convenience Store, deli	Annually	\$ 200.00	\$ -	\$ 200.00
Grocery Store	Annually	\$ 350.00	\$ -	\$ 350.00
Grocery Store with meat market	Annually	\$ 275.00	\$ -	\$ 275.00
Grocery Store with deli	Annually	\$ 200.00	\$ -	\$ 200.00
Temporary Food Service, three day maximum	For Profit Organization	\$ 100.00	\$ -	\$ 100.00
Temporary Food Service, three day maximum	Non-Profit Organization	\$ 25.00	\$ -	\$ 25.00
Restaurant	Annually	\$ 275.00	\$ -	\$ 275.00
Flea Market Food Vendor	Annually	\$ 225.00	\$ -	\$ 225.00
Mobile Food Vendor	Annually	\$ 125.00	\$ -	\$ 125.00
Entertainment Center with Concession	Annually (Theater, roller rink, etc.)	\$ 200.00	\$ -	\$ 200.00
Bed and Breakfast	Annually	\$ 150.00	\$ -	\$ 150.00
Bed and Breakfast with food service	Annually	\$ 250.00	\$ -	\$ 250.00
Food Safety Manager Certification Registration from the City of Seagoville	5 Years	\$ 35.00	\$ -	\$ 35.00
Replacement of lost Food Manager Certificate		\$ 10.00	\$ -	\$ 10.00
Administrative fee for all establishments	Does Not Apply to Temporary Food Vendors	\$ 50.00	\$ -	\$ 50.00
Plan review for a fixed facility for all new permitted establishments		\$ 100.00	\$ -	\$ 100.00
Off-Premise Beer/Wine Sales	2 years	\$ 60.00	\$ -	\$ 60.00

* Our current contract provides for food establishments to be inspected twice a year with third and any subsequent inspections invoiced at cost by the City.

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2017-2018
PUBLIC WORKS

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 1/1/16	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/16
PUBLIC WORKS				
WATER				
Standard 3/4" service tap	Short Side Each	\$ 1,000.00	\$ -	\$ 1,000.00
Standard 1" service tap	Short Side Each	\$ 1,200.00	\$ -	\$ 1,200.00
Standard 1 1/2" service tap	Short Side Each	\$ 1,400.00	\$ -	\$ 1,400.00
Standard 2" service tap	Short Side Each	\$ 1,650.00	\$ -	\$ 1,650.00
Over 2"	installed by contractor	\$ -	\$ -	\$ -
Additional parts/services	road bore, road replacement, pipe, etc.	Actual Cost	\$ -	Actual Cost
5/8" X 3/4" water meter	including meter tail, gaskets, installation	\$ 125.00	\$ -	\$ 125.00
5/8" X 3/4" radio read water meter	including meter tail, gaskets, installation <i>CC approved 5/18/15</i>	\$ 250.00	\$ -	\$ 250.00
1" water meter	including meter tail, gaskets, installation	\$ 160.00	\$ -	\$ 160.00
1" radio read water meter	including meter tail, gaskets, installation	\$ 350.00	\$ -	\$ 350.00
1 1/2" water meter	including meter flange, gaskets, installation	\$ 375.00	\$ -	\$ 375.00
1 1/2" radio read water meter	including meter tail, gaskets, installation	\$ 600.00	\$ -	\$ 600.00
2" water meter	including meter flange, gaskets, installation	\$ 500.00	\$ -	\$ 500.00
2" radio read water meter	including meter tail, gaskets, installation	\$ 750.00	\$ -	\$ 750.00
Over 2"	Meter supplied by contractor (City specifications)	\$ -	\$ -	\$ -
Turning on water service	regular hours	\$ 25.00	\$ -	\$ 25.00
Turning on water service	after hours and weekends	\$ 50.00	\$ -	\$ 50.00
Reconnection for failure to pay	regular hours	\$ 50.00	\$ -	\$ 50.00
Reconnection for failure to pay	after hours and weekends	\$ 100.00	\$ -	\$ 100.00
Reread of meter	requested by customer	\$ 15.00	\$ -	\$ 15.00
Meter calibration check	requested by customer	\$ 100.00	\$ -	\$ 100.00
Meter tampering		\$ 250.00	\$ -	\$ 250.00
Meter reset	due to tampering	\$ 50.00	\$ -	\$ 50.00
Lock replacement	due to tampering	\$ 25.00	\$ -	\$ 25.00
Damaged curb stop	due to tampering	\$ 200.00	\$ -	\$ 200.00
SEWER				
Standard 4" service tap	Each	\$ 1,000.00	\$ -	\$ 1,000.00
Standard 6" service tap	Each	\$ 1,200.00	\$ -	\$ 1,200.00
Standard 8" service tap	Each	\$ 1,500.00	\$ -	\$ 1,500.00
Over 8"	Service conducted by contractor (City specifications)	\$ -	\$ -	\$ -
Additional parts/services	including road bore, road replacement, pipe, depth, etc.	Actual Cost	\$ -	Actual Cost
STORMWATER UTILITY SYSTEM FEE				
Stormwater utility fee	Per ERU <i>CC approved 09/18/17</i>	\$ 1.50	\$ -	\$ 1.50

CITY OF SEAGOVILLE MASTER FEE SCHEDULE - FY 2017-2018
PUBLIC WORKS

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 1/1/16	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/16
CULVERTS				
Installation including base material		Actual Cost	\$ -	Actual Cost
INSPECTION FEE				
	Development costs street grading, street paving, drainage structures, curb and gutter, storm sewers, sanitary sewers, water mains and fire lanes.	4%	\$ -	4%

Regular Agenda Item: 3

Meeting Date: September 18, 2017

Item Description

Discuss, consider and approve an Economic Development Incentive Agreement between the Seagoville Economic Development Corporation and W. Parnell V, LLC (Chicken Express), for the retention and expansion of the facility located at 1699 N. US Highway 175, Seagoville, Texas, in an amount not to exceed \$75,000.

BACKGROUND OF ISSUE:

On August 31, 2017, the Seagoville Economic Development Corporation unanimously approved an Economic Development Incentive Agreement between W. Parnell V. LLC (Chicken Express) and the Seagoville Economic Development Corporation in an amount not to exceed \$75,000. Half of the Incentive Grant will be paid to W. Parnell V, LLC upon receipt of a Construction Permit from the City and the remaining installment will be paid upon the receipt of a Certificate of Occupancy from the City.

This is a business expansion project that entails remodeling the existing Chicken Express Restaurant. See drawings submitted in the SEDC Pre-Incentive Application by the applicant W. Parnell, LLC Chicken Express.

FINANCIAL IMPACT:

SEDC Economic Development Grant not to exceed \$75,000

EXHIBITS

Exhibit A	SEDC Incentive Application
Exhibit B	SEDC Economic Development Incentive Agreement (Chicken Express)
Exhibit C	SEDC Resolution 38-R-2017
Exhibit D	SEDC Minutes from August 31, 2017 meeting of the SEDC



972-287-9944
www.seagoville.us

City of Seagoville Economic Development Corporation
Pre-Incentive Application

Name of Applicant: Wes Parnell Date: 5/30/17

Contact Name: Wes Parnell

Address: 51 Meadowbrook Trophy Club TX 76262

Phone: 817-658-8779 E-mail: Wes.Parnell@yahoo.com

Project/Company Name: Chicken Express Project Location: HWY 175 and Seagoville Rd

Company's Primary Business: QSR - Quick serve Restaurant

Is Project located in TIF? No

Please provide the following information based on the completed project at full operation. It will be assumed that the project is phased in equal annual increments unless indicated otherwise by the applicant. All values should be those shown on the appraisal district tax rolls. Please provide supporting documentation where appropriate.

- Incentive Request and Level (%) of Request(s): 75,000 and it will be
(Rank, order and priority)
applied towards land & soft cost - half once permit approved, other half at c.o.
- Necessity of Incentive Request (Describe the competitive, financial, or other issues associated with this request): see attached document
- Would this project be financially feasible without requested incentive? No
- Is the project a relocation or new facility expansion? If relocation, please state current location:
Expansion
- Is the project new construction or lease? New construction
- If the project is new construction, is it a shell building or build-to-suit? Remodel
- If the project is a lease, will it occupy existing space or new construction? own

8. Will the applicant of the project be owner and/or tenant? Owner
9. Specific operations to be performed at proposed location, including a description of products to be Produced or distributed, or services to be provided: Fast Food- Chicken Express
10. Projected date of occupancy: Current business- Expansion should take six months
11. Site acreage and current assessed value of land: .9 going to 1.1 - Land currently 58,000
12. Estimated assessed land value after construction or purchase price of land: 100,000 plus ~~attached~~ additional lot
13. Estimated assessed building value after construction: 600,000 to 700,000
14. Type of development and percentage of anticipated uses: Remodel-Expanded QSR- Commercial Development
15. Number and square footage of proposed buildings: 3,100 when finished
16. Number of water meters and irrigation meters and their sizes (for new construction):
1 water - 1 irrigation
17. Estimated assessed value and description of business personal property: 15,000 - 30,000
18. Estimated value of end-of-year inventory and percentage subject to triple freepport exemption:
7,500
19. Number and average salary of permanent full-time employees: 14 - 9 to 15 per hour - 5 more full time staff members once completed we plan to add
20. Annual estimated retail sales and percentage subject to City sales tax: see Attached
21. Annual estimated hotel sales subject to City hotel occupancy tax: Not Applicable
22. Will Seagoville be designated as a point of sale for construction or equipment purchases? No
If so, what is the estimated project construction and equipment cost? -
23. Is this anticipated to be a LEED's certified project? No - Not sure
24. Is the property zoned to accommodate proposed use? Yes - Zoning will remain the same
If not, what zoning is required by Extra Lot will eventually be marketed for commercial Development
project? _____
25. Is the project consistent with the City's Comprehensive Plan and applicable development codes and ordinances?
yes
26. Other factors the applicant would like to have taken into consideration: see attached

Required Attachments-Check all those attached with submitted application

Site Map

Legal Description

Site Plan

Elevations

Assessed value of three comparable size projects within the county or region.

Applicant shall complete all forms and information detailed in the Application and submit all information to the Seagoville Economic Development Corporation, 105 N. Kaufman Street Seagoville, Texas 75159.
For more information, please contact Economic Development at 972-287-9944.

Seagoville Chicken Express Pre- Incentive

2. This money would allow me to purchase the lot next door and expand my parking lot to be able to better serve clients. As of now, we are getting too busy to adequately have enough room for customers to come and go without causing traffic jams. Also by purchasing the lot next door, we would greatly enhance the chance of being able to later develop this property since we would be opening our parking lot to the purchased property. As of now, this property only has access from the service road and this is not attractive to commercial developers.

20. We currently do between 1.1 to 1.2 Million per year in Sales. With the Remodel I project us to do the following and would be comfortable with the following tied to the incentive package.

Year 1 – 1.2 Million

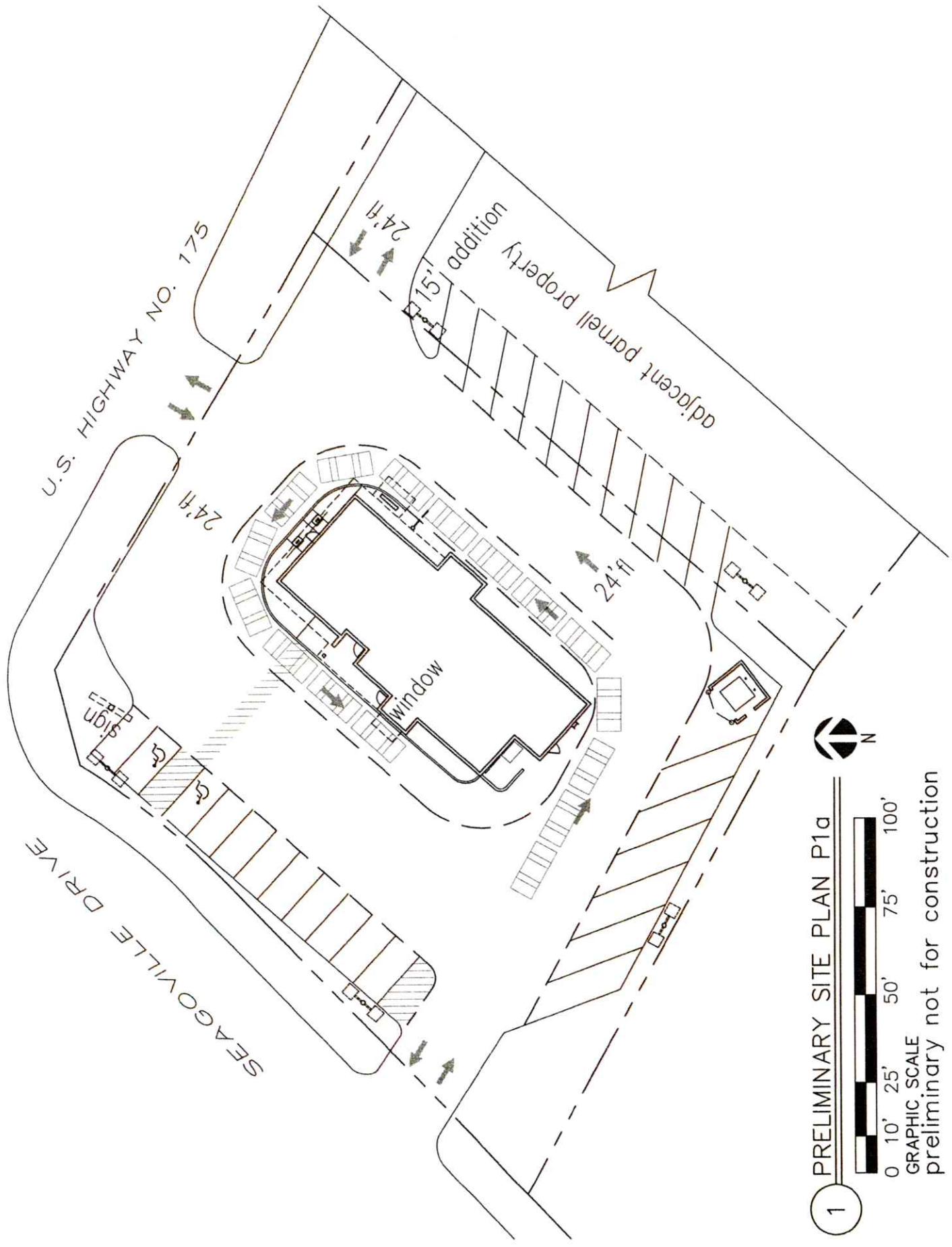
Year 2 – 1.3 Million

Year 3 – 1.3.5 Million

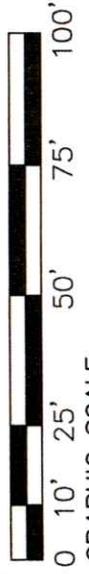
Year 4 – 1.4 Million

Year 5 – 1.45 to 1.5 Million

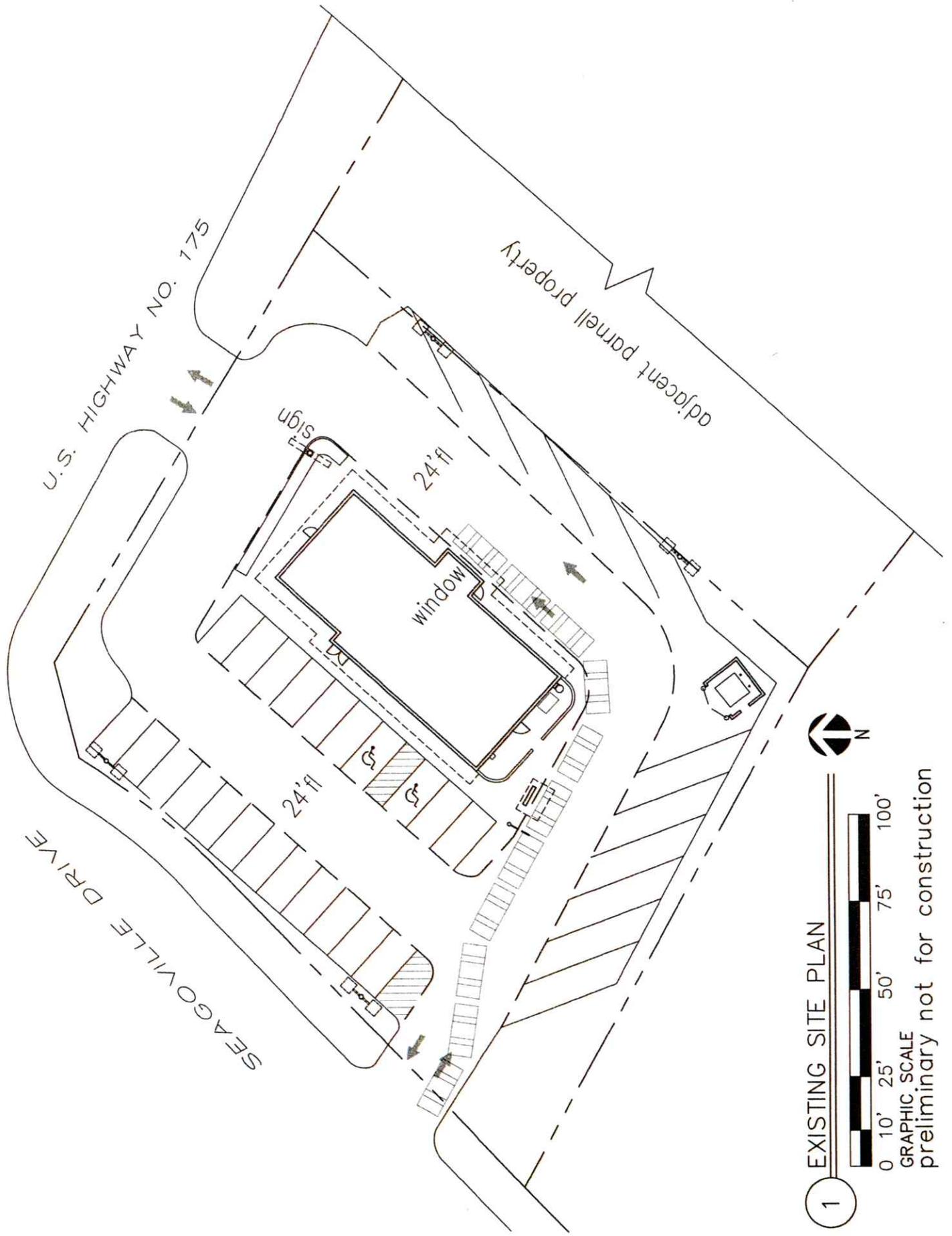
26. I believe this project would be a huge success to the growth and visibility of Seagoville. As of now, this is our best store in terms of volume. We are concentrating all of our resources to grow this business. We also see the value in the large Oak tree that is on the property we are hoping to purchase. This tree has been neglected for years and we feel that with an extensive tree shaping expert, this tree could bring a lot of business to not only Chicken Express but surrounding businesses. During the Holidays, we plan on decorating the tree extensively to look like the largest Christmas tree in the DFW area. Also through the Holidays we are planning on having a sleigh placed under the tree with a Santa providing free pictures on the Weekends. Picnic tables will also be placed under the tree for our customers to enjoy the best Fried Chicken in the shade that this tree provides. If you visit our store now, you will see the pride we try to maintain in our landscaping. We will also take this same pride with the vacant lot by keeping it well maintained and planting winter grass to keep it bright green. If you have any further questions, please feel free to call me anytime.



1 PRELIMINARY SITE PLAN P1a



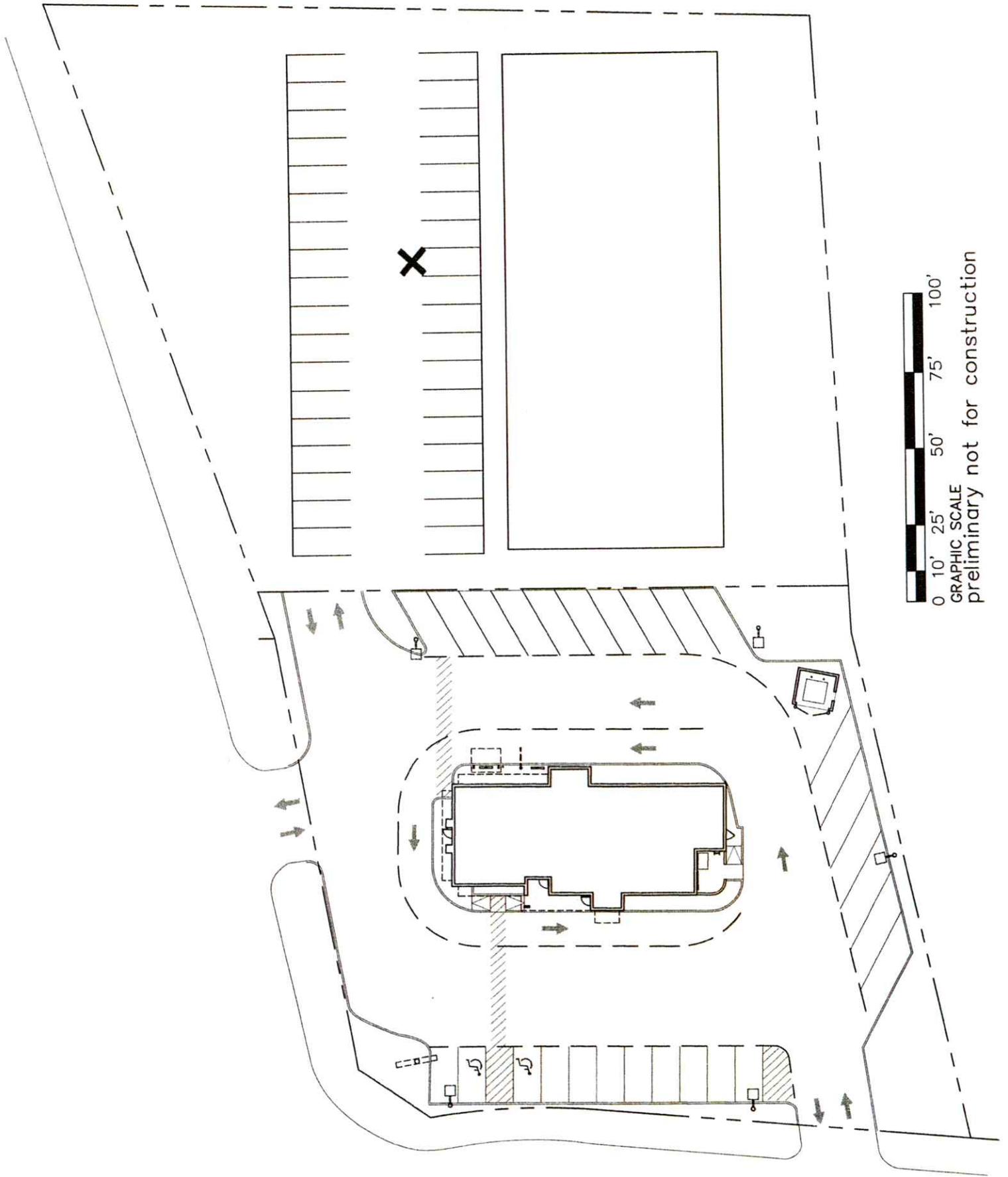
GRAPHIC SCALE
preliminary not for construction



1 EXISTING SITE PLAN



GRAPHIC SCALE
preliminary not for construction



GRAPHIC SCALE
preliminary not for construction



**PLAT OF SURVEY
SHOWING
PART OF THE
J. D. MERCHANT SUR. A - 850
DALLAS COUNTY, TEXAS**

I, Greg Sjerven, Registered Professional Land Surveyor No. 5244, do hereby certify that the above plat and companion field notes were prepared from an actual survey made by me on the ground during the month of October, 2013.

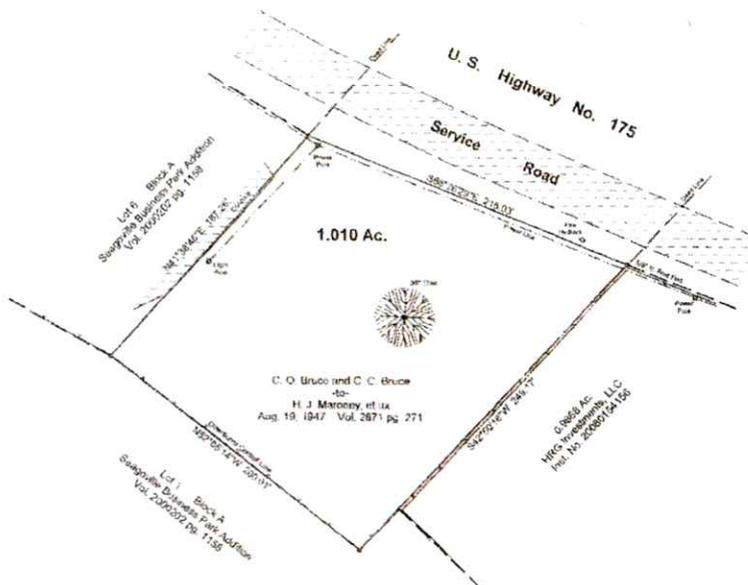
This survey meets the requirements of the General Rules of Procedure and Practices as defined by the Texas Board of Professional Land Surveying.

This survey was performed for the benefit of The Dorothy W. Maroney Family Trust, David Maroney and McTaggart A. Waseley, P.P.L.C. Use of this plat by any other person or for any other purpose is prohibited and the undersigned is not responsible for any loss resulting therefrom.

GIVEN UNDER MY HAND AND SEAL
this the 31st day of October, 2013.

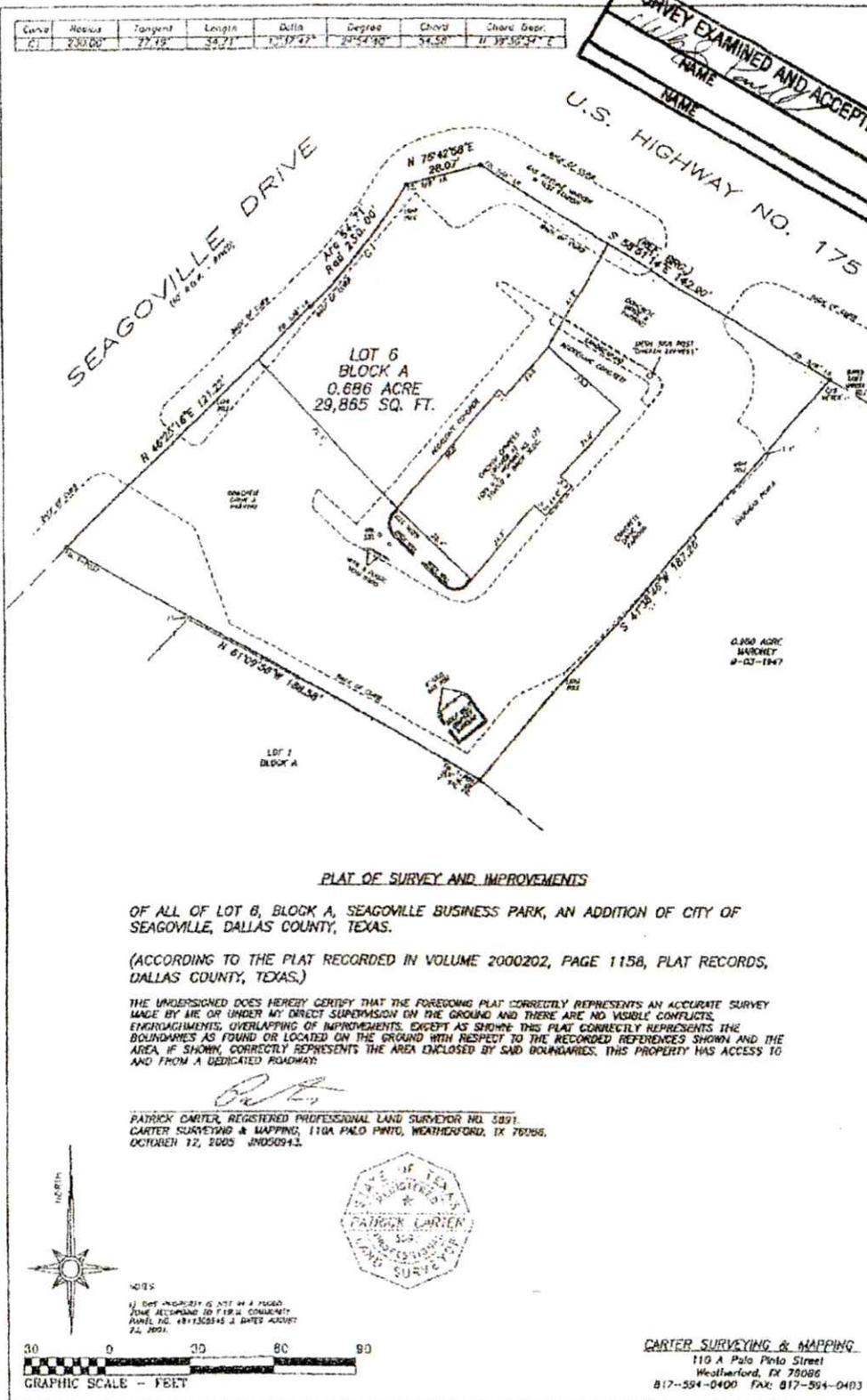
NOTE: PLAT VOID IF NOT SIGNED IN BLUE

Greg Sjerven
GREG SJERVEN, R.P.L.S. NO. 5244
Copyright 2013. All rights reserved.
Statewide Surveying Service



Adjacent Lot

Current Chicken Express Survey



SURVEY EXAMINED AND ACCEPTED BY PURCHASERS

NAME: *Chickens*

DATE: *2004-11-19*

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

This Economic Development Incentive Agreement (“Agreement”) is made by and between the Seagoville Economic Development Corporation (“SEDC”) and W. Parnell V, LLC, a Texas limited liability partnership (“Company”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, Company desires to develop, construct and operate a fast-food restaurant (hereinafter defined) on approximately 2.00 acres of land in Seagoville as described in Exhibit A (the “Land”); and

WHEREAS, the Company intends to make a Capital Investment of approximately \$550,000 in real estate, facilities, furniture, fixtures & equipment; and

WHEREAS, Company intends to purchase the adjacent Property (hereinafter defined) and intends to construct outdoor seating and casual area for the fast-food restaurant (collectively, the “Improvements”); and

WHEREAS, SEDC desires Company construct the Improvements on the Property; and

WHEREAS, Company has advised SEDC that a contributing factor that would induce Company to construct the Improvements on the Property will be an agreement for SEDC to provide a Grant (hereinafter defined) to reduce the cost of the Purchase of the Property; and

WHEREAS, the Improvements will provide a suitable location for business and will result in the creation and retention of new jobs; and

WHEREAS, SEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Chapter 501-505 of the Texas Local Government Code (the “Act”) authorizes SEDC to provide economic development grants for the creation and retention of jobs; and

WHEREAS, SEDC has determined that the Grant to be made hereunder is required or suitable to create and retain new jobs and develop new or expanded business enterprises and constitutes a “project”, as that term is defined in the Act; and

WHEREAS, SEDC has determined that making an economic development grant to Company in accordance with this Agreement will further the objectives of SEDC, will benefit

the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City.

NOW THEREFORE, in consideration of the foregoing, and other consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

Article I Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“SEDC” shall mean the Seagoville Economic Development Corporation a Texas non-profit corporation organized as a Type B corporation pursuant to the Act.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Company's existence, insolvency, employment of receiver for any part of Company's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors or the commencement of any proceedings under any bankruptcy or insolvency laws by or against Company and such proceedings are not dismissed within ninety (90) days after the filing thereof.

“Building” means an approximately 3,100 square foot building constructed for retail/restaurant uses, built of masonry construction, as defined by Article 25.02 of the City of Seagoville Code of Ordinances.

“Capital Investment” shall mean the aggregate of: (i) the purchase cost of the Property; and (ii) the total costs of design and construction of the Improvements (inclusive of all hard and soft costs).

“City” shall mean the City of Seagoville, Texas, acting by and through its city manager, or designee.

“Closing” shall mean the closing of the purchase and sale of the Property pursuant to the Purchase and Sale Agreement.

“Commencement Date” shall mean the later of: (i) the date the first construction permit is issued; and (ii) the date the first final permanent certificate of occupancy is issued by the City for the fast-food restaurant is open for business and serving the citizens of the City and its visitors.

“Company” shall mean W. Parnell V, LLC, a Texas limited liability company.

“Company’s Lender” shall mean one or more lenders selected by Company (in its sole discretion) to provide a construction loan to construct the Project.

“Construction Plans” shall mean the plans and specifications for the construction of the fast-food restaurant (including civil, architectural, grading and site plans) in accordance with the Zoning and any design plans approved by the City.

“Effective Date” shall mean the last date of execution hereof.

“Expiration Date” shall mean two-years, six-months (2.5 years) following the Commencement Date of new operations, following receipt of a Certificate of Occupancy from the City.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, government or de facto governmental action (unless caused by acts of omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, but may not impact any payments to be made hereunder.

“FTE Position” or “FTE” means (a) one Full-Time Position or (b) two or more Part Time Positions filled by individuals working for the Company a combined total of at least 1800 hours during the Grant Year either under contract or as an employee.

“Full-Time Position” means a position for which an individual is scheduled to work at least 1800 hours in a twelve-month period during the Grant Year for the Company either under contract or as an employee.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, authority on Company with respect to the Project or any property or any business owned by Company within the City.

“Improvements” collectively means the building housing the fast-food restaurant, the common-areas and all other structures, driveways, parking areas, and other improvements constructed or installed on the Property.

“Inspection Period” shall have the meaning assigned by the Purchase and Sale Agreement.

“Land” shall mean the real property described in Exhibit “A”.

“Property” shall mean the real property described in Exhibit “A”.

“Project” means, collectively, (i) the Property and (ii) the Improvements following construction thereof.

“Project Commencement Date” shall mean the date that is ten (10) business days after City approval of this Economic Development Agreement.

“Required Use” shall mean the continued operation of the retail fast-food restaurant and related amenities open to the public and serving the adjacent business community and the citizens of the City.

“Sales Tax Certificate” shall mean one or more Sales Tax Area Reports that list the amount of Sales Tax Receipts (including any refunds, credits or adjustments) for the applicable calendar year, or if a Sales Tax Area Report is not available or to the extent a Sales Tax Area Report does not include particular Sales Tax Receipts, a certificate or other statement, containing the information required as set forth herein, in a form provided by the Company reasonably acceptable to the SEDC setting forth Sales Tax Receipts (including any refunds, credits or adjustments) for the applicable year, together with such supporting documentation required herein, and as the SEDC may reasonably request.

“Sales Tax Receipts” shall mean the City of Seagoville’s receipts of Sales and Use Tax from the State of Texas from (i) the Company’s collection of Sales and Use Tax as a result of sales of Taxable Items for the applicable year at the Property, and (ii) from the Company’s payments to vendors or directly to the State of Texas of Sales and Use Tax on purchases of Taxable Items Consummated at the Property. For clarity, Sales Tax Receipts does not include Sales and Use Taxes retained by the State of Texas, rather than paid to the City, as the State of Texas’ administrative fee for collection of the Sales and Use Taxes pursuant to Texas Tax Code, Section 321.503.

“Zoning” means the rezoning of the Land by a planned development ordinance or other ordinance approved by the City subject to certain conditions consistent with the terms of this Agreement and which shall include but shall not be limited to development and area regulations, conceptual plan, permitted and prohibited uses, architectural design of buildings and structures, signage, building elevations, landscape plan and other submittals and approvals required by the applicable City ordinances and regulations.

Article II

Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III

Fast-Food Restaurant

3.1 Construction Plans. Company shall cause all necessary permits and approvals required by City and any applicable governmental authorities to be issued for the construction of the fast-food restaurant. Prior to Commencement of Construction, Company shall submit the Construction Plans for approval by City. Company shall, subject to events of Force Majeure, cause the Construction Plans to be submitted to the City for approval within ten (10) business days following the Project Commencement Date.

3.2 Construction of Fast-Food Restaurant. Subject to the terms and conditions of this Agreement, Company agrees to design and construct, or cause to be designed and constructed, the Fast-Food Restaurant in accordance with the Zoning and the approved Construction Plans. Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Fast-Food Restaurant to occur on or before ten (10) business days following City approval of the Construction Plans; and subject to events of Force Majeure, cause Completion of Construction of Fast-Food Restaurant to occur within six (6) months after the date of Commencement of Construction.

3.3 Casualty and Condemnation. If the Fast-Food Restaurant is damaged partially or destroyed by Casualty, regardless of the extent of the damage or destruction, Company shall, subject to events of Force Majeure and the availability of adequate insurance proceeds, within two hundred seventy (270) days from the date of such Casualty commence to repair, reconstruct or replace the damaged or destroyed portion of the Fast-Food Restaurant, as applicable, and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the Fast-Food Restaurant to substantially the condition it was in before the Casualty.

3.4 Capital Investment. The total Capital Investment by the Company shall be at least Five Hundred and Fifty Thousand Dollars (\$550,000.00).

3.5 Required Use. Beginning on the Commencement Date, and continuing thereafter until the Expiration Date, or earlier termination, the Fast-Food Restaurant shall not be used for any purpose other than the Required Use and the Company shall not allow the operation of the Fast-Food Restaurant in conformance with the Required Use to cease for more than thirty (30) days, except in connection with and to the extent of an event of Casualty or Force Majeure.

Article IV Performance Grant

4.1 Subject to the obligation of Company to repay the Grant pursuant to Section 6.2 herein, and the continued satisfaction of all the terms and conditions of this Agreement by Company, SEDC shall provide the Grant to Company of Seventy-Five Thousand Dollars (\$75,000.00), in the form of two installments, half of which will be paid upon receipt of final construction permits from the City; and the second half of which will be paid upon receipt of final Certificate of Occupancy from the City.

4.2 Not later than fifteen (15) calendar days after the date of Final Completion (as defined herein) of the Improvements, Company shall deliver to SEDC copies of all records,

contracts, receipts, invoices, bills and such other information as SEDC may reasonably request to evidence the final costs for the design and construction of the Improvements. In the event the final total costs of the design and construction of the Improvements, as reasonably verified by SEDC, are less than Five Hundred and Fifty Thousand Dollars (\$550,000.00), the Parties shall determine as a percentage how much was paid with respect to the actual costs for the design and construction of the Improvements. If after making the calculation in the preceding sentence it is determined that the company did not invest \$550,000.00 in Capital Improvements the Company shall, at SEDC's option, pay the SEDC the difference in value.

4.3 SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the obligations of SEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

4.4 Current Revenue. The Grant made hereunder shall be provided solely from lawful available funds. The SEDC shall have no obligation or liability to pay any portion of the Grant unless the SEDC appropriates funds to make such payment during the budget year in which the Grant is payable.

Article V Conditions to Economic Development Grant

The satisfaction by Company of the terms and conditions of this Agreement are subject to each of the following conditions:

5.1 Good Standing. Company shall not have an uncured breach or default of this Agreement, or a Related Agreement.

5.2 Project Construction. Company shall cause the design, commencement and completion of construction of the Improvements in accordance with this Agreement. This includes obtaining the City approval of the necessary zoning for the Land which shall include concept plan approval for the construction and development of the retail fast-food restaurant establishment.

5.3 Capital Investment. The Capital Investment shall be at least Five Hundred and Fifty Thousand Dollars (\$550,000.00) as of the date of Completion of Construction of the Project.

5.4 Performance Criteria. Company shall open and operate a retail fast-food restaurant on the Property, and shall:

(a) Beginning on the Completion of Construction Date and continuing thereafter for a period of at least two and one-half (2.5) calendar years the Company shall create and maintain at least five (5) Full-Time Equivalent (FTE) Employment Positions. Company shall, within the first thirty (30) days of the end of each calendar year following the first full calendar year after completion of construction, and within thirty (30) days after each succeeding anniversary date

thereof, supply SEDC with copies of employment records and such other information as may be reasonably requested by SEDC to document compliance with the required Employment Positions. The failure to maintain the required Employment Positions beginning on the Completion of Construction Date and continuing thereafter for a period of at least two-years, six-months (2.5) calendar years thereafter shall require the Company to pay to the SEDC a sum equal to a proportional amount of the Purchase Grant provided to the Company, as detailed in Section 6.2, below. The failure to pay such amount within ten (10) business days after written demand by SEDC shall be considered a breach or default of this Agreement subject to termination and repayment of the Grant pursuant to Article VI hereof.

(b) The Company shall generate sales tax receipts in an amount equal to at least \$25,000 per year. The Company shall provide the SEDC with a Sales Tax Certificate by March 1st, reflecting sales tax for the previous year, no later than March 1, 2019 and March 1, 2020. The Company shall also provide a sales tax certification on August 1, 2020, reflecting the sales tax amounts collected between March 1, 2020 and July 31, 2020; such certificate shall reflect a minimum of \$12,500.00 sales tax receipts for that six (6) month period. At the request of the SEDC, the Company shall provide such additional documentation as may be reasonably requested by the SEDC to evidence, support and establish the Sales Tax Receipts (including Sales and Use Tax paid directly to the State of Texas pursuant to a direct payment permit) received by the City of Seagoville from the State of Texas. The Sales Tax Certificate shall at a minimum contain, include or be accompanied by a schedule detailing the amount of total sales and the amount of Sales and Use Tax collected and paid to the State of Texas as a result of the sale of Taxable Items by the Company at the Property for the preceding year. The SEDC retains the right to further investigate the sales tax receipts generated from the Property, as the SEDC deems appropriate and necessary. Failure to generate the required minimum Sales Tax Receipts for the preceding year shall be considered a breach or default of this Agreement subject to repayment of the Grant pursuant to Article VI hereof.

Article VI Termination

- 6.1 This Agreement shall terminate upon any one of the following:
- (a) by written agreement of the Parties;
 - (b) Expiration Date;
 - (c) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement or a Related Agreement and such breach is not cured within thirty (30) days after written notice thereof; provided however if such breach cannot reasonably be cured within such thirty (30) day period, such breaching party shall be allowed additional time (not to exceed thirty (30) additional days) to cure such breach so long as the breaching party begins the cure within the initial thirty (30) days and diligently pursues the cure to completion within sixty (60) days after written notice of such breach;
 - (d) upon written notice by SEDC, if Company suffers an event of Bankruptcy or Insolvency;

- (e) upon written notice by SEDC, if any Impositions owed to City or the State of Texas by Company shall become delinquent after thirty (30) days written notice is delivered pursuant to this Agreement (provided, however Company retains the right to timely and properly protest and contest any such Impositions); and
- (f) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

6.2 In the event the Agreement is terminated by SEDC pursuant to Sections 6.1(c), (d), (e), or (f), above, the Company shall immediately repay to SEDC an amount proportional to its performance, as provided below:

- (a) If the Company fails to complete construction of the Improvements, or completes construction of Improvements but fails to open a fast-food restaurant within two (2) months of Completion of Construction, the Company shall repay to the SEDC Seventy-Five Thousand Dollars (\$75,000.00), and upon payment of this amount to the SEDC, this Agreement shall terminate; and
- (b) If the Company completes Construction of the Improvements but fails to create and maintain five (5) Employment Positions and generate at least twenty-five thousand (\$25,000) in additional sales tax revenue within the first fifteen (15) months following Completion of Construction, the Company shall repay to the SEDC Thirty-seven Thousand Five Hundred Dollars (\$37,500.00); and
If the Company completes Construction of the Improvements but fails to create and maintain five (5) Employment Positions and generate at least twenty-five thousand (\$25,000) in additional sales tax revenue to the City within the second fifteen (15) months following Completion of Construction, the Company shall repay to the SEDC Thirty-seven Thousand Five Hundred Dollars (\$37,500.00).

Article VII Miscellaneous

7.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns of the respective Parties. This Agreement may not be assigned without the prior written consent of SEDC; provided however Company may collaterally assign or pledge Company's rights in the Property under this Agreement to Company's Lender as security for a loan for the Project.

7.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that the Parties, in satisfying the conditions of this Agreement, have acted independently, and SEDC assumes no

responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless SEDC from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of Company's performance of the conditions under this Agreement.

7.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

7.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received upon the earlier of (a) actual receipt or (b) three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below, or such other address as is designated by the applicable Party from time to time, or on the day actually received as sent by courier or otherwise hand delivered.

If intended for SEDC, to

Director
Seagoville Economic Development
Corporation
105 N. Kaufman Street
Seagoville, Texas 75159
Facsimile No. (972) 287-9939

With a copy to:

Alexis G. Allen
Nichols, Jackson, Dillard, Hager &
Smith, LLP
1800 Ross Tower
100 N. Akard
Dallas, Texas 75201

If intended for Company, to:

Attn: W. Parnell V, LLC
51 Meadowbrook
Trophy Club TX 76262

With a copy to:

Phillip W. McCrury
Senior Counsel
Shannon, Gracey, Ratliff & Miller, L.L.P.
420 Commerce St., Ste 500
Fort Worth, Texas 76102
firm main (817) 336-9333
direct dial (817) 877-8142
firm fax (817) 336-3735

7.5 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

7.6 Governing Law. This Agreement shall be governed by the laws of the State of Texas, and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

7.7 Amendment. This Agreement may be amended by the mutual written agreement of the Parties.

7.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

7.9 Recitals. The recitals to this Agreement are incorporated herein.

7.10 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

7.11 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for the purposes wherever reference is made to the same.

7.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

7.13 Employment of Undocumented Workers. During the term of this Agreement and for a period of thirty (30) months after the Closing and conveyance of the Property to Company, Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the amount of the Improvements Grant and any other funds received by Company from SEDC as of the date of such violation within one hundred twenty (120) days after the date Company is notified by SEDC of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

(Signature Page to Follow)

EXECUTED on this _____ day of _____, 2017.

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Dr. C. Don Cole, Chairman

EXECUTED on this _____ day of _____, 2017.

W. PARNELL V, LLC

By: W. Parnell V, LLC,

By: _____



**PLAT OF SURVEY
SHOWING
PART OF THE
J. D. MERCHANT SUR. A - 850
DALLAS COUNTY, TEXAS**

I, Greg Sierven, Registered Professional Land Surveyor No. 5244, do hereby certify that the above plat and companion field notes were prepared from an actual survey made by me on the ground during the month of October, 2013.

This survey meets the requirements of the General Rules of Procedures and Practices as defined by the Texas Board of Professional Land Surveying.

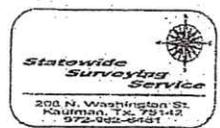
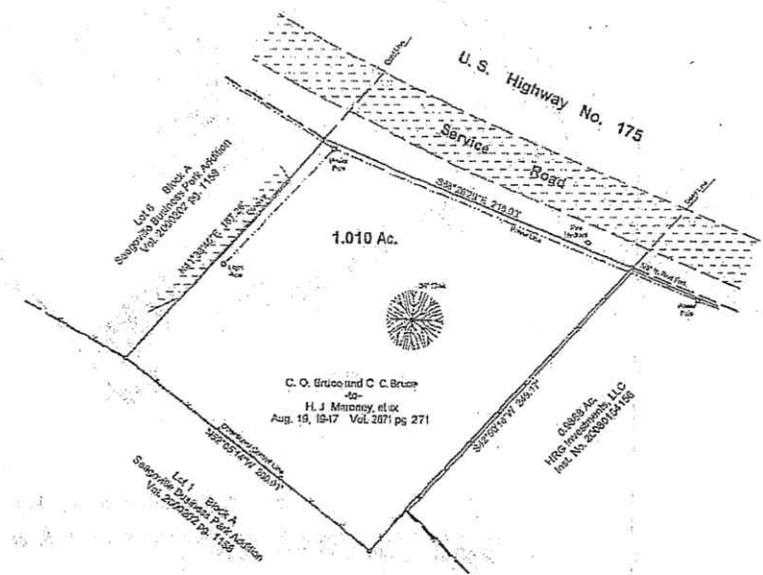
This survey was performed for the benefit of The Dorothy W. Maroney Family Trust, David Maroney and McTaggart & Haskley, PPLC. Use of this plat by any other person or for any other purpose is prohibited and the undersigned is not responsible for any loss resulting therefrom.

GIVEN UNDER MY HAND AND SEAL
this the 31st day of October, 2013

NOTE: PLAT VOID IF NOT SIGNED IN BLUE



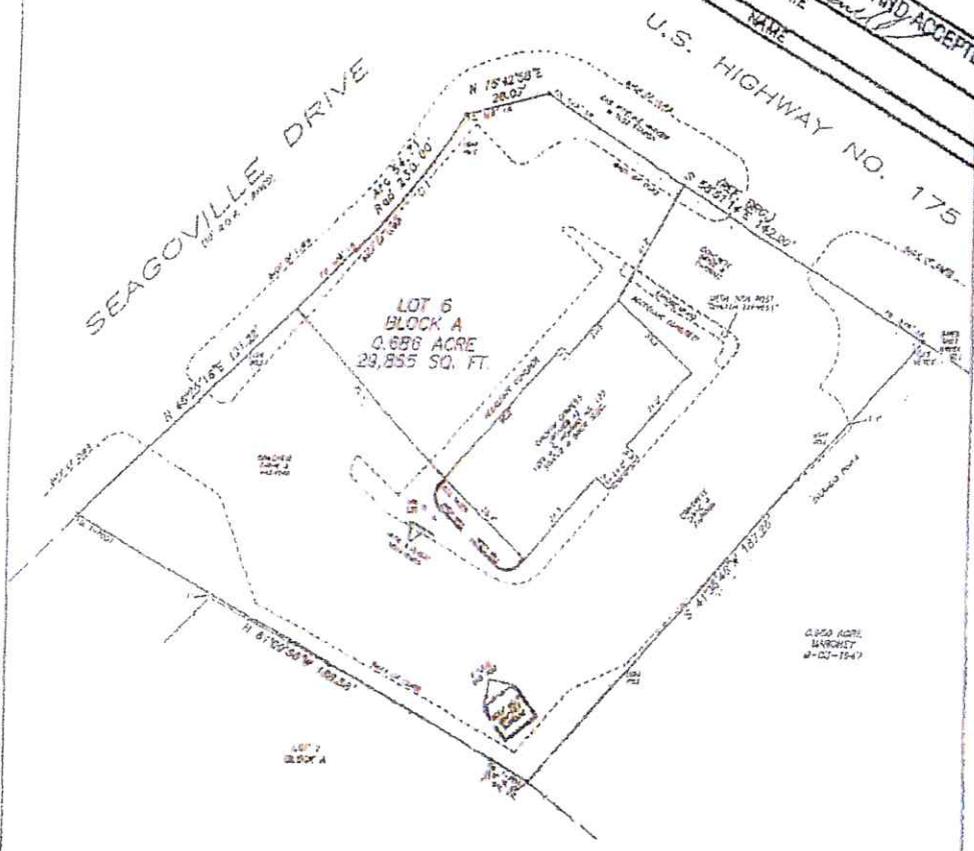
GREG S. SERVEN, R. P. L. S., NO. 5244
Copyright 2013. All rights reserved.
Statewide Surveying Service



Adjacent Lot

Curve	Radius	Tangent	Length	Chord	Chord Bearing	Chord Dist.
1	200.00	27.73	31.71	177.73	271.73	271.73

SURVEY EXAMINED AND ACCEPTED BY PURCHASERS
 NAME: *Carier*
 DATE: *2004.11.18*



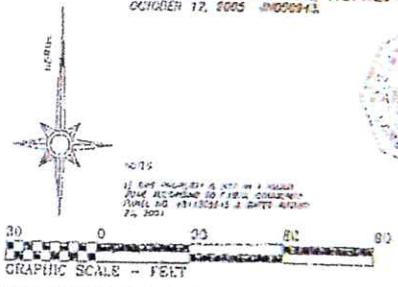
PLAT OF SURVEY AND IMPROVEMENTS

OF ALL OF LOT 6, BLOCK A, SEAGOVILLE BUSINESS PARK, AN ADDITION OF CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS.

(ACCORDING TO THE PLAT RECORDED IN VOLUME 2000202, PAGE 115B, PLAT RECORDS, DALLAS COUNTY, TEXAS.)

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THE FOREGOING PLAT CORRECTLY REPRESENTS AN ACCURATE SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION ON THE GROUND AND THERE ARE NO MIDDLE CONFLICTS, ENCUMBRANCES, OR OVERLAPPING OF IMPROVEMENTS. EXCEPT AS SHOWN THIS PLAT CORRECTLY REPRESENTS THE BOUNDARIES AS FOUND OR LOCATED ON THE GROUND WITH RESPECT TO THE RECORDED REFERENCED SURVEY AND THE AREA, IF SHOWN, CORRECTLY REPRESENTS THE AREA ENCLOSED BY SAID BOUNDARIES. THIS PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

Patrick Carter
 PATRICK CARTER, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5351
 CARTER SURVEYING & MAPPING, 1104 PALO PINO, WHEATLAND, TX 75086
 OCTOBER 17, 2005 UN050043



CARTER SURVEYING & MAPPING
 110 A Palo Pino Street
 Wheatland, TX 75086
 817-554-0400 FAX: 817-554-0403

RESOLUTION NO. 38-R-2017

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION, APPROVING AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN W. PARNELL II, LLC (CHICKEN EXPRESS – SEAGOVILLE), AND THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION; AUTHORIZING THE BOARD CHAIR TO EXECUTE THE AGREEMENT ON BEHALF OF THE BOARD; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, W. Parnell II, LLC (Chicken Express – Seagoville) has requested an Economic Development Grant in the amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00.00) for facility retention and expansion; and

WHEREAS, W. Parnell II, LLC (Chicken Express – Seagoville) proposes to expand its existing facility by approximately 3,100 square feet and estimates that this expansion will result in the creation of five (5) new jobs and the retention of up to ten (10) existing jobs, will amount to an investment of \$650,000, and will generate taxable sales of \$1,400,000 annually within the City of Seagoville; and

WHEREAS, W. Parnell II, LLC (Chicken Express – Seagoville) has advised the Seagoville Economic Development Corporation (hereinafter defined as the “SEDC”) that a contributing factor that would induce W. Parnell II, LLC (Chicken Express – Seagoville) to expand their operations in the City would be an agreement by the SEDC to provide an economic development grant to W. Parnell II, LLC (Chicken Express – Seagoville) in the amount of Seventy-Five Thousand Dollars (\$75,000) to offset costs of construction for the expansion; and

WHEREAS, the SEDC has adopted programs for promoting economic development, and this Agreement and the economic development incentives set forth herein are given and provided by the SEDC pursuant to and in accordance with those programs; and

WHEREAS, the SEDC is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Government Code Chapter 505 to provide economic development grants to promote local economic development and to stimulate business and commercial activity in the City of Seagoville; and

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

SECTION 1. That the Seagoville Economic Development Corporation hereby approves the Economic Development Agreement with W. Parnell II, LLC (Chicken Express – Seagoville)

for expansion of their Seagoville facility at 1699 North US Highway 175, in an amount not to exceed \$75,000.00 pursuant to the terms and conditions of said Agreement, which is attached hereto and incorporated herein as Exhibit A.

SECTION 2. That, upon approval by City Council, the Board Chair is authorized to execute the Agreement attached hereto as Exhibit A on behalf of the Seagoville Economic Development Corporation.

SECTION 3. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

SECTION 4. This resolution shall take effect immediately from and after its passage, as the law in such cases provide.

DULY PASSED by the Board of Directors of the Seagoville Economic Development Corporation, on the 31st day of August, 2017.

APPROVED:



Dr. Don Cole, Board Chair

ATTEST:



Barbara Sherman, Secretary/Treasurer

APPROVED AS TO FORM:



Alexis G. Allen, Attorney for the Board

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION (SEDC)
105 N KAUFMAN ST SEAGOVILLE, TX 75159
REGULAR MEETING**

Monday August 31, 2017

The SEDC Board held a regular meeting on Monday August 31, 2017 at 6:30 p.m. with a quorum present, to wit:

PRESENT

C. Don Cole	Board Chair
Jose Hernandez	Board Vice Chair
Barbara Sherman	Secretary/Treasurer
Harold Magill	Board Member
Alexandria Perez	Absent
Stepper Sebastian	Board Member
Martin Ashley	Absent

The following visitor(s) and staff member(s) were present
Kirk D. Clennan, SEDC, Executive Director

Dr. Don Cole provided the Invocation.
The Board led the Pledge of Allegiance.

CONSENT AGENDA

ITEM 1C. Board Member Magill requested that Items 3 & 4 from the July 24, 2017 SEDC Board meeting minutes be changed to reflect 6 in favor and 1 against on Item 3 regarding demolition of Kaufman Street site and 6 in favor and 1 against on Item 4 regarding the aerial brochure.

ITEM 2 C. Minutes for SEDC Board meeting August 21, 2017 was approved

Vice Chair Hernandez made a motion to accept Consent Agenda Item 1C with correction to reflect the 6-1 votes on items 3 and 4 and Item 2C. Board Member Magill seconded

A vote was cast 5 in favor and 0 against.

REPORTS/RECOMMENDATIONS/REQUESTS

ITEM 3. Received Seagoville Economic Development Corporation July 2017 Financial Report. After a discussion moved to Item 4.

ITEM 4. After a discussion regarding John Bunker Sands “Wings over the Wetlands” 2017 Fundraiser participation request, Board member Sebastian made a motion seconded by Vice Chair Hernandez to approve a sponsorship in the amount of, One Thousand Dollars, (\$1,000.00). A vote was cast 5 in favor, 0 against.

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION (SEDC)
105 N KAUFMAN ST SEAGOVILLE, TX 75159
REGULAR MEETING**

Monday August 31, 2017

ITEM 5. After a discussion to approve an Incentive agreement request from W. Parnell V, LLC., a Texas limited liability partnership, doing business as Chicken Express, Seagoville, Texas for funds in an amount not to exceed Seventy-Five Thousand Dollars, (\$75,000.00),

Vice Chair Hernandez made a motion to accept the agreement with changes to the Resolution to include tax generation. Board member Magill seconded the motion.

A vote was cast 5 in favor, 0 against.

ITEM 6. After a discussion regarding amendments to the Seagoville Economic Development Corporation Bylaws.

No action was taken

ITEM 7. After a discussion to act on Seagoville Economic Development Corporation Work Plan,

No action was taken

ITEM 8. The Board discussed and considered taking action to increase the amount budgeted for the Aerial Brochure Project. Vice Chair Hernandez made a motion to approve an increase up to Twenty-Three Thousand Dollars, (\$23,000.00) to present to the City Council. Stepper Sebastian seconded the motion.

A vote was cast 4 in favor, 1 against.

ITEM 9. Discussed and considered taking action on Seagoville Economic Development Corporation's FY 2018 Budget amendment to include One Hundred Thousand Dollars, (\$100,000.00) for Quality of Life "City Projects/Special Events". Board Member Magill made a motion to table until next meeting, seconded by Vice Chair Hernandez.

A vote was cast 5 in favor, 0 against

ITEM 10. Citizen Comments

No citizen comments were made.

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION (SEDC)
105 N KAUFMAN ST SEAGOVILLE, TX 75159
REGULAR MEETING**

Monday August 31, 2017

ITEM 11. Receive Board member and Executive Director Reports.

C. Don Cole, Board Chair – requested needing help during the next few months
Jose Hernandez – asked for a future discussion on a Retail Coach Study
Barbara Sherman, Secretary/Treasurer – nothing at this time.
Harold Magill, Board Member – asked that reimbursement for hotels, mileage, be discussed at a future meeting.
Stepper Sebastian – reported on his discussions with hotels and restaurants.
Kirk Clennan, Executive Director – monthly Economic Indicators, prospect summary.

ITEM 12. Recessed into Executive Session at 8:03 p.m. pursuant to Texas Government Code:

Section 551.074, Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: SEDC Executive Director.

ITEM 13. Reconvened into Regular Session at 8:20 p.m. to discuss any item and/or take any action necessary as a result of the Executive Session.

Vice Chair Hernandez made a motion to accept Kirk Clennan SEDC Director's separation agreement with changes per Legal counsel approval. Board Member Magill seconded the motion.

A vote was cast 4 in favor, 1 abstention, 0 against

ITEM 14. The meeting adjourned at 8:21 p.m.

APPROVED:

CHAIR

ATTEST:

SECRETARY/TREASURER

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 60-R-2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT BETWEEN SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND W. PARNELL V, LLC, FOR THE RETENTION AND EXPANSION OF THE FACILITY LOCATED AT 1699 NORTH US HIGHWAY 175, SEAGOVILLE, TEXAS, IN AN AMOUNT NOT TO EXCEED \$75,000; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (“SEDC”) has approved an economic development project with W. Parnell V, LLC, for the expansion, including the construction of outdoor seating and casual area (hereinafter collectively referred to “improvements”) of the Chicken Express located at 1699 N. Highway 175, in the City of Seagoville, Dallas County, Texas; and

WHEREAS, the SEDC authorized by the Development Corporation Act, Chapter 505 of the Texas Local Government Code, as amended, unanimously approved the Economic Development Agreement with W. Parnell V, LLC, in an amount not to exceed \$75,000.00; and

WHEREAS, the City Council has determined that the project described herein will further the purposes for which the SEDC was created: furthering job creation, expanding the city’s property and sales tax base, improving infrastructure and helping to enhance the City of Seagoville, and should therefore be approved.

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

SECTION 1. The City Council hereby approves the Economic Development Incentive Agreement, attached hereto as Attachment A and made a part hereof for all purposes, with W. Parnell V, LLC, in an amount not to exceed seventy-five thousand dollars and no cents (\$75,000.00).

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

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

SECTION 4. 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 18th day of September, 2017.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY

(/cdb 09.12.2017)

Regular Agenda Item: 4

Meeting Date: September 18, 2017

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

EXHIBITS

N/A

Regular Agenda Item: 5

Meeting Date: September 18, 2017

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

EXHIBITS

N/A

Executive Session Agenda Item:6

Meeting Date: September 18, 2017

ITEM DESCRIPTION:

Recess into Executive Session in compliance with Texas Government Code:

- (A) Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Seagoville Economic Development Director*
- (B) Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager*

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A

Executive Session Agenda Item: 7

Meeting Date: September 18, 2017

ITEM DESCRIPTION:

Reconvene Into Regular Session

Reconvene into Executive Session in compliance with Texas Government Code:

(A) Take any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: Seagoville Economic Development Director

(B) Take any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A