



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA AMENDED  
MONDAY, JULY 2, 2018**

**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**
- B. Bulk Trash Overview**

**Adjourn**

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

**ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Mayor's Report**

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

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

- 1. Consider approving City Council Meeting minutes for June 18, 2018 (City Secretary)**

2. Consider a Resolution of the City of Seagoville, Texas, declaring certain City property surplus and authorizing the City Manager to sell, trade, and/or dispose of it in accordance with the process established in the Code of Ordinances; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date (Police Department)

**REGULAR AGENDA-**

3. General Fund Budget Review (Finance Director)

4. First reading of Resolution No. 25-R-2018 approving an Economic Development Grant from Seagoville Economic Development Corporation to KH, LLC d/b/a Kelly Harris Company, in the amount of \$108,000, to offset the purchase price, for the sale of the property owned by the Seagoville Economic Development Corporation and located at 1920 N. U.S. Highway 175, Seagoville, Texas (City Manager)

5. Conduct a public hearing to discuss a zoning request to amend the existing Planned Development (PD-13-A1) zoning to increase the number and type of permitted uses within the Planned Development on 114 acres on the north side of U.S. Highway 175 westbound service road between F.M. 1389 and Martin Lane (Community Development)

6. Discuss and consider an Ordinance of the City of Seagoville, Dallas and Kaufman Counties, Texas, amending the comprehensive Zoning Ordinance and map of the City of Seagoville, Kaufman County, Texas as heretofore amended, by granting a change in zoning from Planned Development-13-01-Amended 1 (PD-13-01-A1) to Planned Development-13-01-Amended 2 (PD-13-01-A2) for the property located at 1706 South U.S. Highway 175, Seagoville, Kaufman County, Texas, and being more particularly described as lots 1, 2A, 2B and 3, Block A, of the Sudduth Addition and being legally described in Exhibit "A", attached hereto and incorporated herein; providing for amended development regulations; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Community Development)

7. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ordering a Special Election to be held on November 6, 2018 to consider proposed amendments to the Seagoville Home Rule City Charter; providing for the Joint Election Agreement; providing for Election Judge; providing for early voting; providing for the canvass of votes; and providing an effective date (City Secretary)

Resolucion del ayuntamiento de la ciudad de Seagoville, Texas, a ordenado que se realice una eleccion especial del 06 de Noviembre de 2018 para considerar una propuestas de enmiendas a la carte de inicio de regla de ciudad de Seagoville; prever el acuerdo conjunta electoral; prever para el juez de eleccion; prever para la votacion anticipada; prever para proprarar los votos; y proporcionar una fecha efectiva

**8. Discuss overnight parking at Malloy Bridge Road and the Eastbound Service Road at Valero (Councilmember Fruin)**

**9. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas ratifying a Seagoville Economic Development Resolution approving a project agreement between Seagoville Economic Development Corporation and the City of Seagoville for the purchase and installation of twenty (20) decorative pole lights around the walking trail at C.O. Bruce Park, 1801 N. Highway 175, Seagoville, Texas, in an amount not to exceed Eighty Eight Thousand Nine Hundred Dollars and no cents (\$88,900.00); providing for repealing clause; providing for a severability clause; and providing an effective date (City Manager)**

**10. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying a Seagoville Economic Development Resolution approving a project agreement between Seagoville Economic Development Corporation and the City of Seagoville for the purchase and installation of scoreboards, wireless remotes and internal batteries for wireless remotes to be located at Bearden Park, 500 May Road, Seagoville, Texas, and C.O. Bruce Park, 1801 N. Highway 175, Seagoville, Texas, in an amount not to exceed Fifty-Three Thousand Five Hundred Forty-Four Dollars and Ninety Cents (\$53, 544.90); providing a repealing clause; providing for a severability clause; and providing an effective date (City Manager)**

**11. Second reading, and consider approval of, Resolution No. 25-R-2018 approving an Economic Development Grant from the Seagoville Economic Development Corporation to KH, LLC d/b/a Kelly Harris Company, in the amount of \$108,000, to offset the purchase price, for the sale of the property owned by the Seagoville Economic Development Corporation and located at 1920 N. U.S. Highway 175, Seagoville, Texas (City Manager)**

**12. Discuss and consider approval of a Resolution of the City of Seagoville, Texas authorizing the City Manager to execute a Project Specific Agreement regarding Malloy Bridge Road, a Type “B” public roadway, made pursuant to Master Road and Bridge Interlocal Maintenance Agreement between the City of Seagoville and Dallas County in an amount not to exceed Seventy-Six Thousand, Six Hundred Fifty-Nine Dollars and Fifty Cents (\$76, 659.50); and providing an effective date (Community Development)**

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

**14. 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.**

**15. Executive Session**

**Recess into Executive Session in compliance with Texas Government Code:**

- A. § 551.087. Discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, and to deliberate the offer of a financial or other incentive to a business prospect, to wit: "Project Cake."**
- B. §551.075. Deliberation regarding the purchase, exchange, lease, or value of real property located on Simonds Road**

**16. Reconvene Into Regular Session**

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

**Adjourn**

Posted Thursday, June 28, 2018 by 5:00 P.M.

*Kandi Jackson*  
Kandi Jackson, City Secretary



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

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

**DATES TO REMEMBER**

- **Monday, July 16, 2018 Regular City Council meeting**
- **Monday, July 23, 2018 City Council Water/Sewer Budget Workshop**
- **Monday, July 30, 2018 City Council Budget Workshop**

# *Consent Session Agenda Item: 1*

**Meeting Date: July 2, 2018**

**ITEM DESCRIPTION:**

Consider approving City Council Meeting minutes for June 18, 2018

**BACKGROUND OF ISSUE:**

Approve City Council Meeting minutes for June 18, 2018

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval.

**EXHIBITS**

June 18, 2018 City Council Work Session Meeting minutes  
June 18, 2018 City Council Regular Session Meeting minutes



**MINUTES OF CITY COUNCIL  
WORK SESSION  
JUNE 18, 2018**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:32 p.m. on Monday, June 18, 2018, 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, Senior Accountant Gail Lawrence, Library Director Liz Gant, Fire Chief Todd Gilcrease, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**A. Discuss Regular Session Agenda Items**

**1. Consider approving City Council Meeting minutes for June 4, 2018 (City Secretary)**

*No questions.*

**2. Conduct interviews with Board and Commission applicants (City Secretary)**

*City Manager Stallings stated this item will be discussed during Regular Session.*

**3. General Fund Budget Workshop (Finance Director)**

*City Manager Stallings stated Finance Director Harvey will present the General Fund Budget Workshop during Regular Session.*

- 4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, establishing and creating the downtown corridor advisory group; providing for the purpose, composition, function, duties, and term of the group; providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)**

*City Manager Stallings stated this is a Resolution of the City Council of the City of Seagoville, Texas, establishing and creating the downtown corridor advisory group; providing for the purpose, composition, function, duties, and term of the group; providing for a repealing clause; providing for a severability clause; and providing an effective date. He also stated it will be made up of ten (10) members, consisting of two (2) members of SEDC, two (2) members of the Planning & Zoning Commission, and six (6) members of the Community to meet a minimum of three (3) times over a period of seven (7) months or until such time as the Downtown Corridor Advisory Group (DCAG) has satisfactorily performed the duties.*

*In response to a question by Councilmember Fruin, City Attorney Allen stated it would be best to have the Downtown Corridor Advisory Group (DCAG) independent of Councilmembers.*

**Adjourned at 6:37 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL  
REGULAR SESSION  
JUNE 18, 2018**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:02 p.m. on Monday, June 18, 2018, 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, Library Director Liz Gant, Community Development Director Ladis Barr, City Attorney Alexis Allen, Finance Director Patrick Harvey, Senior Accountant Gail Lawrence, Fire Chief Todd Gilcrease, Director of Administrative Services Cindy Brown, 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 invited everyone to take the opportunity to view the ambulance that is wrapped to look like the fire truck.*

**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.*

*Rasandra Edwards at 902 Howard St. stated she received a citation for brush and is displeased with the service she has received from Republic Services.*

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

**1. Consider approving City Council Meeting minutes for June 4, 2018 (City Secretary)**

*Motion to approve City Council Meeting minutes for June 4, 2018 – Howard, seconded by Epps; motion passed with all ayes. 5/0*

**REGULAR AGENDA-**

**2. Conduct interviews with Board and Commission applicants (City Secretary)**

*City Secretary Jackson stated Council may conduct reappointments for the Boards and Commissions Members that have completed their two (2) year term. A total of twelve (12) letters and applications were sent out, and a total of twelve (12) applications were received desiring reappointment. She also stated Alvin Ross applied for Place seven (7) on the Seagoville Economic Development Corporation and Garry Adams submitted a letter of resignation for Place three (3) on the Planning & Zoning Commission.*

*Motion to reappoint James Sudduth to Place one (1) and Mike Dupuis to Place two (2) on the Planning & Zoning Commission, Sid Sexton to Place two (2), Nance Ashley to Place four (4), and Lorin Mullens to Place five (5) on the Board of Adjustments, Bettye Baker to Place three (3) on the Animal Shelter Oversight Committee, Reba Groblebe to Place two (2) and Judy Whitehead to Place four (4) on the Library Board, Stacy Wright to Place one (1) and Kara Dodson to Place six (6) on the Keep Seagoville Beautiful Commission – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

*Councilmember Epps recused himself at 7:09 p.m.*

*Motion to reappoint Stepper Sebastian to Place two (2), Martin Ashley to Place three (3), and appoint Alvin Ross to Place seven (7) on Seagoville Economic Development Corporation – Hernandez, seconded by Howard; motion passed with all ayes. 4/0*

*Councilmember Epps returned at 7:10 p.m.*

**3. General Fund Budget Workshop (Finance Director)**

*Finance Director Harvey presented the General Fund Budget and department directors answered questions concerning various items.*

- 4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, establishing and creating the downtown corridor advisory group; providing for the purpose, composition, function, duties, and term of the group; providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, establishing and creating the downtown corridor advisory group; providing for the purpose, composition, function, duties, and term of the group; providing for a repealing clause, providing for a severability clause; and providing an effective date – Hernandez, seconded by Magill.*

*Mayor Childress asked if the motion needed to state Council is not allowed to serve on the Downtown Corridor Advisory Group. City Attorney Allen stated it is not necessary because that is a Charter provision.*

*Mayor Childress called for a vote. Motion passed with all ayes. 5/0*

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

*None.*

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

*None.*

**Adjourned at 7:58 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary

## ***Consent Session Agenda Item: 2***

**Meeting Date: July 2, 2018**

### **ITEM DESCRIPTION**

Consider a Resolution of the City of Seagoville, Texas, declaring certain City property surplus and authorizing the City Manager to sell, trade and/or dispose of it in accordance with the process established in the Code of Ordinances; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

City staff has identified the vehicle listed in exhibit A as surplus a vehicle. This vehicle has served both the Police Department and City staff well; however, it is no longer a viable asset to the City based on mileage and maintenance issues. City Ordinance requires that Council declare this item as surplus property before the City Manager may dispose, sell, or trade this item in accordance with established city Ordinance guidelines.

Staff proposes to sell and/or auction of the listed vehicle which consists of one (1) 2003 Ford Crown Victoria. If granted by Council, this vehicle will be sold through an on-line auction company known as (Propertyroom.com). Propertyroom.com will take physical possession of the vehicle that has been stripped of all emergency equipment, communications equipment and any other law enforcement or related components as prescribed by law. Propertyroom.com will dispose of this vehicle through the online auction process, and a portion of the proceeds will be forwarded to the City. Please see the attached exhibit A for a complete description of this vehicle.

### **FINANCIAL IMPACT:**

The City of Seagoville has an existing agreement with Propertyroom.com for their services. Propertyroom.com charges 12.5% for their service and remits 87.5% of the sale back to the City.

### **RECOMMENDATION:**

Staff recommends declaring the listed property in exhibit A as surplus property.

### **EXHIBITS**

A spreadsheet of vehicle suggested as surplus property

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

**RESOLUTION NO. 29-R-2018**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, DECLARING CERTAIN CITY PROPERTY SURPLUS AND AUTHORIZING THE CITY MANAGER TO SELL, TRADE AND/OR DISPOSE OF IT IN ACCORDANCE WITH THE PROCESS ESTABLISHED IN THE CODE OF ORDINANCES; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council recognizes that in the normal course of providing municipal services, the various Departments will exhaust the useful life of its capital equipment, and other property that does not meet the capital equipment threshold, to the point where it is no longer cost effective to maintain and operate; and

**WHEREAS**, the above categories of property and equipment do not contribute to providing municipal services and need to be removed from City inventories and storage; and

**WHEREAS**, the City Council, according to the Code of Ordinances, declares the property more specifically described in exhibit A as one 2003 Ford Crown Victoria; and

**WHEREAS**, the City Secretary shall maintain inventory records of each item of surplus property sold or disposed of and the sale price of or destination of each item; and

**WHEREAS**, the City Council has determined that declaring this property as surplus is in the best interest of the City of Seagoville; and

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

**SECTION 1.** The City Council declares the property specifically described in exhibit A as surplus property and authorizes the City Manager to sell, trade and/or dispose of the property according to law.

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

**SECTION 3.** If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such

judgment or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this the 2<sup>nd</sup> Day of July, 2018

APPROVED:

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DENNIS K. CHILDRESS, MAYOR

ATTEST:

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KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

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ALEXIS ALLEN, CITY ATTORNEY



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

**Meeting Date: July 2, 2018**

### **Item Description**

General Fund Budget Review.

### **BACKGROUND OF ISSUE:**

Patrick Harvey, Director of Finance to present considerations for FY 2019 General Fund Budget.

### **FINANCIAL IMPACT:**

None

### **EXHIBITS**

Memo from Finance Director  
Seagoville Certificate of Obligations Projections



<b>DIRECTOR OF FINANCE</b>	<b>MEMO</b>
<b>OFFICE</b>	

**To:** Mayor and City Council  
**From:** Patrick Harvey, Director of Finance  
**Subject:** **Changes to FY 2019 Increased Service Levels**  
**Date:** 27June2018

There have been several changes to the information package you received on June 18, 2018. This memo highlights those changes. Changes are highlighted in yellow.

**Fire Department**  
**Construction of New Fire Station**

The requested amount is increased by \$35,000 to provide resources for a potential land purchase.

**Emergency Medical Services**

The requested amount of \$3,282 is included in the department. FY 2019 requested amount is \$167,362 compared to FY 2018 budget amount of \$164,080.

**Police**

**Estimated Cost of New Detective Vehicle**

The new requested amount is \$42,000.

**Planning**

Includes acquisition of plotter and maintenance (\$10,455) and ARCGIS desktop single use mapping software and maintenance (\$7,340)

**Parks**

Originally submitted – Football and Baseball scoreboards for Bruce Park (\$28,545)  
Revised submission – Football scoreboards for Bruce Park and May Road (\$54,000)

Originally submitted – Lights in Bruce Park (\$100,000)  
Revised submission – City Hall LED Sign (\$100,000)

**Nondepartmental**

**Fiber Internet Connectivity – Police Department**

Amount requested \$9,888

**INCREASED SERVICE LEVELS**  
**General Government**  
**2019 BUDGET**

Department	No.	Title	Amount Requested	Recommended Ongoing Expenditures	Recommended One Time Use of Fund Balance	Bond Funded	On The List Ongoing (UNFUNDED)	On the List Use of Fund Balance (UNFUNDED)
Fire	A	Construction of new Fire Station "Station 2"	935,000		935,000			
	B	Additional Staff- Full time	62,523	62,523				
	C	Part Time Staff (Does not Include FICA)	37,150				37,150	
	D	Additional Staff- Inspector	1,200				1,200	
	E	Emergency Medical Services	3,282					
	F	Engine 1 refurbishment	32,500		32,500			
	G	Bunker Gear- Safety Equipment	3,000		3,000			
	H	Rope Rescue Training	1,500				1,500	
	I	Technical Rope Rescue Gear	1,000		1,000			
	J	Safety vests, vest inserts & helmets in case of Active Shooter event	4,018				4,018	
	K	Overtime	30,000				30,000	
Animal Control	A	Microchips	4,518	4,518				
	B	Facility Interior Lighting - Switch to all LED	6,550		6,550			
Police	A	Additional Staff- Detective	62,523	62,523				
	A	Uniforms, Equipment for Detective	6,680	6,680				
	A	Safety Equipment for Detective	1,190	1,190				
	A	Training for Detective	500	500				
	A	Estimated Cost of New Detective Vehicle	68,490	650	42,000			
	A	Police Facility Interior Lighting	6,000				6,000	
	A	Eight Additional Handguns	3,478		3,478			
	B	Five Additional Shotguns and Mounts	3,120		3,120			
	C	Seven Additional Patrol Rifles	8,800		8,800			
	D	Three X-26P Tasers	3,435		3,435			
	E	Ammunition	1,350	1,350				
	D	New Detective Computer and CJIS Compliant Tablet	4,500		4,500			
	C	Communications for New Detective	1,308	1,308				
	B	Police/Holding Facility Plumbing	5,000				5,000	
C	Roll up Doors Maintenance	5,000				5,000		
B	2 Additional Vehicles- 2019 Chevy Tahoe	66,876		33,438			33,438	
B	Equipment for two 2019 Chevy Tahoe's	70,104		35,052			35,052	
Support Services	A	Public Safety Radio System	1,400,000			1,400,000		
	B	Requesting a Dispatch Supervisor Position	49,920	49,920				
Senior Center	A	Janitorial (Expect reimbursement from DCAAA)	1,000	1,000				
	B	Building Maintenance (Expect reimbursement from DCAAA)	2,000	2,000				
	C	Training (Expect reimbursement from DCAAA)	500	500				
	D	Travel/Training (Expect reimbursement from DCAAA)	5,000	5,000				
	E	Senior Transport Vehicle Paratransit (14 passenger van)	62,350					62,350
	E	Vehicle maintenance & insurance for 14 passenger van	4,310					4,310
E	Fuel for 14 passenger van	4,300					4,300	
Planning		AutoCad Desktop Single Use Mapping Software & Maintenance OK to Purchase in FY 2018						
	B	Plotter & Maintenance	10,455		10,455			10,455
	C	Plotter Ink	800	800				800
	D	ARCGIS Desktop Single Use Mapping Software & Maintenance	7,340		7,340			7,340
Information Technology	A	Increase for IT management	11,580	11,580				
	B	Increase for Civic Plus	335	335				
	C	2017 Website Redesign Annual Fees	5,400	5,400				
		Per Liz this is a three year commitment for this project. After FY 20, the City can choose to do another redesign project						
	D	Senior Center Firewall Annual fee for updating & licensing	400	400				
	D	Fire Department Firewall Annual fee for updating & licensing	400	400				
	D	Service Center Firewall Annual fee for updating & licensing	400	400				
E	Layered Email Security	3,600	3,600					
Community Development		FY 2019 Street Reconstruction Program				3,600,000		

Department	No.	Title	Amount Requested	Recommended Ongoing Expenditures	Recommended One Time Use of Fund Balance	Bond Funded	On The List Ongoing (UNFUNDED)	On the List Use of Fund Balance (UNFUNDED)
City Council	1							
City Secretary	A	Laserfiche Program annual support	2,955	2,955				
	A	Charter Election in November	15,000		15,000			
Finance	A	Software License -ClearRec (Bank Reconciliation Software)	1,195	1,195				
Parks	A	<b>Football Scoreboards for Bruce Park and May Road</b>	54,000					<b>54,000</b>
	B	Sink for Petty White Park	13,118					13,118
	C	<b>City Hall LED Sign (Funded by SEDC)</b>	100,000		100,000			
	D	Sink for Bruce Park	4,435					4,435
Streets	A	Additional Staff- Full time laborer	37,977				37,977	
	B	BK Series All Diesel Kracker (Crack sealing machine)	75,541					75,541
	C	2018 Leeboy L250T Trailer mounted Asphalt Distributor	15,025					15,025
	D	2018 Leeboy 1000G Track Paver	81,561					81,561
Nondepartmental		<b>Fiber Internet Connectivity</b>	9,888	<b>9,888</b>				
Building Insp & Serv	A	Additional Staff (Building Inspector)	62,456	62,456				
	B	2019 Chevy Crew Cab for Building Official	32,181					32,181
	B	Gas & Maintenance for 2019 Chevy Crew Cab	1,000					1,000
	C	2019 Chevy Double Cab for Building Inspections	30,425		30,425			
	C	Gas & Maintenance for 2019 Chevy Double Cab	1,000	1,000				
	D	3 Component Sink for Senior Center	4,435					4,435
	E	Uniforms for Building Official	1,000		1,000			
	F	Carpet for City Hall	42,398					42,398
	G	Pavers	9,873					9,873
Municipal Court	A	Tyler Technologies Cost Increase ( <b>Court Technology Fund</b> )						
	B	Tyco Integrate Security	175	175				
Library	A	Library Programming (Usually funded by Wal-Mart Grant)	400	400				
		<b>TOTAL GENERAL FUND</b>	<b>3,606,723</b>	<b>300,646</b>	<b>1,276,093</b>	<b>5,000,000</b>	<b>127,845</b>	<b>491,612</b>

**CITY OF SEAGOVILLE  
GENERAL FUND FINANCIAL SUMMARY**

	<b>Actual 2016-2017</b>	<b>Adopted 2017-2018</b>	<b>FYE Projected 2017-2018</b>	<b>Proposed 2018-2019</b>
<b>Beginning Fund Balance</b>	<b>\$3,172,548</b>	<b>\$3,654,589</b>	<b>\$3,654,589</b>	<b>\$3,272,991</b>
<b>Revenues</b>				
Property Tax	\$3,769,276	\$4,011,440	\$4,265,500	\$4,745,438
Sales Tax	2,344,995	2,293,470	2,425,040	2,447,978
Franchise Fees	665,720	637,500	610,510	614,525
Sanitation Services	975,394	934,920	1,019,060	954,350
Licenses, Permits and Fees	527,895	411,395	413,196	368,595
Court and Library Fines	238,283	192,500	192,500	227,500
Grants and Gifts	58,606	29,000	113,865	134,000
Other Revenues	17,364	8,500	19,000	19,000
Quint Acquisition Loan	891,933	-	-	-
Transfers In	379,904	379,904	379,904	379,904
<b>Total Revenues</b>	<b>\$9,869,370</b>	<b>\$8,898,629</b>	<b>\$9,438,575</b>	<b>\$9,891,290</b>
<b>Total Available Funds</b>	<b>\$13,041,918</b>	<b>\$12,553,218</b>	<b>\$13,093,163</b>	<b>\$13,164,281</b>
<b>Expenditures</b>				
General Government	891,082	881,240	898,200	926,085
Recommended Ongoing Expenditures	-	-	-	26,265
Public Safety	4,224,020	4,664,061	4,609,333	4,874,499
Recommended Ongoing Expenditures	-	-	-	191,162
Community Services	1,274,196	1,305,260	1,349,714	1,415,461
Recommended Ongoing Expenditures	-	-	-	9,075
Community Development	1,201,331	1,167,120	1,149,540	1,212,518
Recommended Ongoing Expenditures	-	-	-	64,256
Non-Departmental	350,849	347,598	332,867	377,072
Recommended Ongoing Expenditures	-	-	-	9,888
Tuition Reimbursement Program	-	-	-	15,000
Quint Debt Service	72,000	72,000	72,000	72,000
Reserve for Capital Expenditures	12,337	12,000	12,000	12,000
Transfer to Street Maintenance Fund	120,000	431,850	431,850	431,850
Transfer to IT Replacement Fund	-	17,500	17,500	17,500
<b>Total Operations</b>	<b>\$8,145,816</b>	<b>8,898,629</b>	<b>\$8,873,004</b>	<b>\$9,654,631</b>
<b>Increase (Decrease) in Fund Balance</b>	<b>\$1,723,553</b>	<b>\$0</b>	<b>\$565,571</b>	<b>\$236,660</b>
<b>One Time Use of Fund Balance</b>	<b>\$ 1,241,513</b>	<b>\$ 976,456</b>	<b>\$ 947,169</b>	<b>\$ 1,390,563</b>
<b>Ending Fund Balance</b>	<b>\$3,654,589</b>	<b>\$2,678,133</b>	<b>\$3,272,991</b>	<b>\$2,119,088</b>
<b>Required Fund Balance (60 Days)</b>	<b>\$1,339,038</b>	<b>\$1,462,788</b>	<b>\$1,458,576</b>	<b>\$1,587,063</b>
<b>Amount over Required Fund Balance</b>	<b>\$2,315,551</b>	<b>\$1,215,345</b>	<b>\$1,814,416</b>	<b>\$532,025</b>
<i>Days of Fund Balance</i>	<i>163.8</i>	<i>109.9</i>	<i>134.6</i>	<i>80.1</i>
<i>1 day of operations</i>	<i>\$22,317</i>	<i>\$24,380</i>	<i>\$24,310</i>	<i>\$26,451</i>

Property Tax Rate	<b>0.675800</b>	<b>0.707498</b>	<b>0.707498</b>	<b>0.707498</b>
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**CITY OF SEAGOVILLE  
GENERAL FUND FINANCIAL SUMMARY**

	Actual 2016-2017	Adopted 2017-2018	FYE Projected 2017-2018	Proposed 2018-2019
<b>NOTE:</b>				
<b>Proposed Use of Fund Balance</b>				
Patrol Vehicle	47,184	140,095	130,000	-
Other FY 2019 Use of Fund Balance	-	-	-	341,093
New Fire Station	-	-	-	935,000
Information Technology	-	20,853	15,130	-
Animal Services Vehicle	-	40,845	37,500	-
Street Equipment	-	161,172	161,172	-
CO Bruce Park Restroom Facility	-	90,000	-	-
Fire Station Study	-	5,500	5,500	-
Firefighting Equipment	-	91,675	91,675	-
Security Equipment	-	11,846	11,846	-
Remodel Fire Department	-	-	-	-
Transfer to Street Maintenance	142,357	300,000	300,000	-
Malloy Bridge Repair	-	-	-	-
Vehicle Replacement Fund	42,000	42,000	42,000	42,000
Laserfiche	10,977	-	-	-
Website Upgrade	19,160	-	-	-
Lien Overpayment Reimbursement	10,004	-	-	-
Acquisition of Quint Vehicle	891,933	-	-	-
Grant Funded Equipment - Police	-	-	79,875	-
Lawn Mower Acquisition	12,271	-	-	-
Refurbish Animal Control Truck	-	-	-	-
Safety Equipment (funded by grant)	14,357	-	-	-
Emergency Siren Replacement	3,800	25,000	25,000	25,000
Repayment of Loan for City Hall Roof Repair	47,470	47,470	47,470	47,470
<b>TOTAL</b>	<b>1,241,513</b>	<b>976,456</b>	<b>947,169</b>	<b>1,390,563</b>

**CITY OF SEAGOVILLE  
GENERAL FUND  
REVENUES BY CATEGORY**

		<b>Actual</b>	<b>Adopted</b>	<b>FYE Projected</b>	<b>Proposed</b>
		<b>2016-2017</b>	<b>2017-2018</b>	<b>2017-2018</b>	<b>2018-2019</b>
<b>REVENUES</b>					
<b>Property Taxes:</b>					
9010	Current ad valorem taxes	\$ 3,643,874	\$ 3,909,440	\$ 4,025,000	\$ 4,643,438
9020	Delinquent ad valorem taxes	66,514	59,000	197,500	59,000
9030	Penalty and interest	58,887	43,000	43,000	43,000
<b>Total Property Taxes</b>		<b>3,769,276</b>	<b>4,011,440</b>	<b>4,265,500</b>	<b>4,745,438</b>
<b>Sales and Use Tax:</b>					
9040	Sales tax (Prop tax alternative)	776,286	765,020	803,275	810,921
9120	Sales tax	1,552,573	1,513,235	1,606,550	1,621,842
9121	Mixed beverage tax	16,136	15,215	15,215	15,215
<b>Total Sales and Use Tax</b>		<b>2,344,995</b>	<b>2,293,470</b>	<b>2,425,040</b>	<b>2,447,978</b>
<b>Franchise Fees:</b>					
9100	Electric	416,658	385,000	385,000	385,000
9101	Gas	74,187	85,000	76,510	75,000
9102	Cable	39,061	38,500	36,000	36,000
9103	Telephone	56,869	52,000	36,000	40,000
9104	Sanitation	55,086	55,000	55,000	55,000
9108	PEG	12,337	12,000	12,000	12,000
9110	All Other	11,522	10,000	10,000	11,525
<b>Total Franchise Fees</b>		<b>665,720</b>	<b>637,500</b>	<b>610,510</b>	<b>614,525</b>
<b>Sanitation</b>		<b>975,394</b>	<b>934,920</b>	<b>1,019,060</b>	<b>954,350</b>
<b>Licenses, Permits and Fees</b>					
9230	Animal Shelter	195	-	170	-
9231	Animal Shelter Donations	-	-	-	-
9240	Inspection Fees	25	-	-	-
9241	Food Health Certificates	68,190	70,000	70,000	70,000
9242	Certificate of Occupancy	6,773	6,500	6,500	6,500
9244	Food Administrative Fee	13,135	14,700	14,700	14,700
9245	Beer and Wine Permit Fees	480	450	250	250
9246	Food Handler/Manager Certification	6,335	4,500	4,500	4,750
9250	Zoning and Plat Fees	8,566	4,000	6,531	6,500
9251	Parks Development Fee	1,500	-	-	-
9260	Ball Park Fees	2,605	1,500	-	-
9270	Court Admin Fees	837	750	750	750
9280	Culvert Fees	10,560	-	650	-
9303	Administrative Fee	551	250	250	250
9311	Building Permit Fees	292,017	250,000	83,226	200,000
9314	Subdivision Inspection Fees	29,465	-	166,774	-
9315	Fire Dept Permits	46,072	30,000	30,000	34,500
9320	Misc Permits	847	750	750	750
9330	Misc Licenses	18,196	10,000	10,000	11,500
9409	Court Online Fees	883	500	650	650
9760	Burglar Alarm Fees	10,170	7,000	7,000	7,000
9770	Tower Rental Fees	10,494	10,495	10,495	10,495
<b>Total Licenses, Permits and Fees:</b>		<b>527,895</b>	<b>411,395</b>	<b>413,196</b>	<b>368,595</b>

**CITY OF SEAGOVILLE  
GENERAL FUND  
REVENUES BY CATEGORY**

	Actual 2016-2017	Adopted 2017-2018	FYE Projected 2017-2018	Proposed 2018-2019
<b>Court and Library Fines</b>				
9410 Court	233,946	190,000	190,000	225,000
9420 Library	4,337	2,500	2,500	2,500
<b>Total Fines</b>	<b>238,283</b>	<b>192,500</b>	<b>192,500</b>	<b>227,500</b>
<b>Grants and Gifts</b>				
9510 Senior Grants	25,450	20,000	25,000	25,000
9515 Senior Center Adm Reimbursement	15,625	5,000	5,000	5,000
9522 Miscellaneous Contributions	-	-	-	-
SEDC Capital Grant	-	-	-	100,000
9531 Capital Acquisition Grant	13,274	-	79,865	-
9550 Senior Part. Contrib. Meals	4,258	4,000	4,000	4,000
	58,606	29,000	113,865	134,000
<b>Other</b>				
9610 Interest	12,584	2,500	13,000	13,000
Change in Prepaid Items	-	-	-	-
9730 Misc	3,296	6,000	6,000	6,000
9740 Cash Over/Short	60	-	-	-
9745 Liens	-	-	-	-
9910 Debt Proceeds	-	-	-	-
Insurance Recovery	1,423	-	-	-
	17,364	8,500	19,000	19,000
<b>Transfers</b>				
9111 Franchise - Water	74,826	74,826	74,826	74,826
9112 Franchise - Sewer	79,034	79,034	79,034	79,034
9615 Drainage Fund	27,600	27,600	27,600	27,600
9620 G&A Recovery W&S	198,444	198,444	198,444	198,444
	379,904	379,904	379,904	379,904
<b>TOTAL REVENUES</b>	<b>\$ 8,977,437</b>	<b>\$ 8,898,628</b>	<b>\$ 9,438,575</b>	<b>\$ 9,891,290</b>

**CITY OF SEAGOVILLE  
GENERAL FUND SUMMARY OF EXPENDITURES**

	<b>Actual 2016-2017</b>	<b>Adopted 2017-2018</b>	<b>FYE Projected 2017-2018</b>	<b>Proposed 2018-2019</b>
<b>Expenditures</b>				
City Council	\$2,956	\$9,450	\$9,450	\$9,450
City Manager	202,468	213,681	215,433	222,369
City Secretary	141,595	100,410	93,116	112,682
Information Technology	94,485	81,679	87,906	81,679
Human Resources	107,405	114,584	118,024	129,502
Finance	342,172	361,436	374,271	370,403
<b>General Government</b>	<b>\$891,082</b>	<b>\$881,240</b>	<b>\$898,200</b>	<b>\$926,085</b>
Police	\$1,834,112	\$2,024,940	\$1,990,046	\$2,108,431
Fire	1,523,483	1,698,473	1,725,055	1,781,079
EMS	164,005	164,080	164,080	167,362
Support Services	592,508	662,229	623,240	704,911
Animal Control	109,912	114,339	106,912	112,716
<b>Public Safety</b>	<b>\$4,224,020</b>	<b>\$4,664,061</b>	<b>\$4,609,333</b>	<b>\$4,874,499</b>
Municipal Court	\$ 161,003	\$ 169,508	\$ 169,178	\$ 173,127
Library	177,341	185,613	185,534	226,392
Senior Center	194,274	202,459	199,042	208,662
Sanitation	741,578	747,680	795,960	807,280
<b>Community Services</b>	<b>1,274,196</b>	<b>\$ 1,305,260</b>	<b>\$ 1,349,714</b>	<b>\$ 1,415,461</b>
Building Inspection and Services	\$ 247,846	\$ 342,274	\$ 341,554	\$ 351,664
Code Enforcement	165,245	181,758	190,110	189,903
Streets	493,985	317,080	306,138	329,636
Parks	218,943	241,985	240,457	244,429
Planning	75,313	84,023	71,281	96,886
<b>Community Development</b>	<b>1,201,331</b>	<b>\$1,167,120</b>	<b>\$1,149,540</b>	<b>\$1,212,518</b>
<b>Non-Departmental</b>	<b>\$350,849</b>	<b>\$347,598</b>	<b>\$332,867</b>	<b>\$377,072</b>
Quint Debt Service	72,000	72,000	\$ 72,000	\$ 72,000
Reserve for Capital Expenditures (PEG)	\$ 12,337	\$ 12,000	\$ 12,000	\$ 12,000
<b>Total Operations</b>	<b>\$8,025,816</b>	<b>\$8,449,279</b>	<b>\$8,423,654</b>	<b>\$8,889,635</b>
<b>Transfers</b>	<b>\$120,000</b>	<b>\$449,350</b>	<b>\$449,350</b>	<b>\$449,350</b>
<b>TOTAL OPERATIONS AND TRANSFERS</b>	<b>\$8,145,816</b>	<b>\$8,898,629</b>	<b>\$8,873,004</b>	<b>\$9,338,985</b>

## **Debt Commentary**

Staff is recommending the issuance of \$3,600,000 of debt for street reconstruction/repair and \$1,400,000 to replace the current public safety radio system.

Staff is also recommending the issuance of \$1,000,000 of debt for a drainage project. Servicing this debt will require an increase in the drainage fee, as the current fee structure does not provide sufficient funding for capital project.

Per the forecast provided by Hilltop Securities, servicing the debt issued in FY 2019 may require a 2% property tax increase by FY 2020.

# City of Seagoville

## Debt Service and I&S Tax Rate Analysis Tied to Potential 2019 Certificates of Obligation Issue (as of 5.31.18)

**\$6 Million in Total Project Proceeds - \$5 Million in I&S Tax Supported Projects & \$1 Million in Drainage Revenue Supported Projects**

<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>			<u>H</u>	<u>I</u>	<u>J</u>	<u>K</u>	<u>L</u>
Fiscal Year End	Taxable Assessed Valuation <sup>(1)</sup>	Projected TAV Growth	Current Total P+I	LESS: Self-supporting P+I <sup>(2)</sup>	Current Net Total P+I <sup>(3)</sup>	Certificates of Obligation - Series 2019 <sup>(4)</sup>			LESS: Drainage Revenue P+I <sup>(2)</sup>	Net Total P+I	Projected I&S Tax Rate <sup>(5)</sup>		
						Principal	Interest	Total P+I					
2018	\$ 615,723,702		\$ 700,711	\$ (478,577)	\$ 222,134						\$ 222,134	\$ 0.0363	
2019	652,667,124	6.0%	688,237	(515,059)	173,178						173,178	0.0363	
2020	691,827,152	6.0%	690,282	(514,902)	175,380	\$ 110,000	\$ 258,613	\$ 368,613	\$ (77,606)		466,386	0.0695	
2021	733,336,781	6.0%	691,934	(514,449)	177,485	140,000	253,300	393,300	(76,119)		494,666	0.0695	
2022	762,670,252	4.0%	683,193	(513,700)	169,493	175,000	246,606	421,606	(74,631)		516,468	0.0698	
2023	793,177,062	4.0%	684,252	(507,654)	176,598	195,000	238,744	433,744	(73,144)		537,198	0.0698	
2024	801,108,833	1.0%	689,918	(516,408)	173,510	215,000	230,031	445,031	(76,550)		541,991	0.0697	
2025	809,119,921	1.0%	689,991	(514,569)	175,422	225,000	220,681	445,681	(74,850)		546,253	0.0696	
2026	817,211,120	1.0%	684,671	(512,433)	172,238	250,000	210,588	460,588	(78,044)		554,781	0.0700	
2027	825,383,231	1.0%	601,951	(492,898)	109,053	285,000	199,219	484,219	(76,131)		517,140	0.0646	
2028	833,637,064	1.0%	605,553	(498,527)	107,026	295,000	186,894	481,894	(74,219)		514,701	0.0637	
2029	833,637,064	0.0%	268,838	(268,838)	-	310,000	174,038	484,038	(77,200)		406,838	0.0503	
2030	833,637,064	0.0%	268,338	(268,338)	-	325,000	160,544	485,544	(75,075)		410,469	0.0508	
2031	833,637,064	0.0%	267,150	(267,150)	-	340,000	146,413	486,413	(77,844)		408,569	0.0505	
2032	833,637,064	0.0%	265,825	(265,825)	-	350,000	131,750	481,750	(75,506)		406,244	0.0502	
2033	833,637,064	0.0%	268,775	(268,775)	-	365,000	116,556	481,556	(73,169)		408,388	0.0505	
2034	833,637,064	0.0%	266,425	(266,425)	-	385,000	100,619	485,619	(75,725)		409,894	0.0507	
2035	833,637,064	0.0%	263,925	(263,925)	-	395,000	84,044	479,044	(73,175)		405,869	0.0502	
2036	833,637,064	0.0%				415,000	66,831	481,831	(75,519)		406,313	0.0502	
2037	833,637,064	0.0%				435,000	48,769	483,769	(77,650)		406,119	0.0502	
2038	833,637,064	0.0%				455,000	29,856	484,856	(74,675)		410,181	0.0507	
2039	833,637,064	0.0%				475,000	10,094	485,094	(76,594)		408,500	0.0505	
			\$ 9,279,963	\$ (7,448,451)	\$ 1,831,512	\$ 6,140,000	\$ 3,114,188	\$ 9,254,188	\$ (1,513,425)		\$ 9,572,275		

(1) Taxable assessed valuation ("TAV") for 2018 is the certified value. All other TAV's based on projected growth rates in column "C".

(2) Represents current debt service anticipated to be repaid with revenues other than I&S taxes; subject to change.

(3) Represents current debt service anticipated to be repaid with I&S taxes; subject to change.

(4) Based on an estimated rate of 4.25% for the Series 2019 CO's. Includes all applicable estimated costs of issuance. Preliminary, subject to change.

(5) FY 2018 I&S tax rate is actual. FY 2019 assumed to remain unchanged. All other projected I&S tax rates calculated based on a collection percentage of 97%.

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

**Meeting Date: July 2, 2018**

### **Item Description**

First reading of Resolution No. 25-R-2018 approving an Economic Development Grant from Seagoville Economic Development Corporation to KH, LLC d/b/a Kelly Harris Company, in the amount of \$108,000, to offset the purchase price, for the sale of the property owned by the Seagoville Economic Development Corporation and located at 1920 N. U.S. Highway 175, Seagoville, Texas.

### **BACKGROUND OF ISSUE:**

The SEDC owns the property located at 1920 North U.S. Highway 175, Seagoville, Dallas County, Texas. Kelly Harris of KH, LLC d/b/a Kelly Harris Company ("Company") desires to purchase and develop the property by constructing a strip center consisting of commercial, retail and restaurant uses. Since the development of the property, as proposed by Mr. Harris, will provide new business enterprise and will result in the creation of new jobs in the City, the SEDC desires for the Company to construct strip center. The Company has advised the SEDC that a contributing factor that would induce the construction on the property would be an agreement for SEDC to provide an economic development grant to reduce the cost of the purchase of the property. The SEDC has held a public hearing on the economic development grant to Company in the amount of \$108,000.00 to offset the purchase price of the SEDC owned property located at 1920 North U.S. Highway 175, Seagoville, Dallas County, Texas.

Mr. Harris is an established developer here in the City of Seagoville with one of his largest Seagoville developments being the local retail and commercial development located at Malloy Bridge Road and N. Highway 175. A review of the Kelly Harris Company website (<http://kellyharriscompany.com/>) provides a gallery of other projects and developments wherein Mr. Harris was involved. Based on Mr. Harris' professionalism, experience and success, staff recommends approval of this Grant.

### **FINANCIAL IMPACT:**

Economic Development Incentive Grant in the amount of \$108,000.00

### **EXHIBITS**

SEDC Resolution

Economic Development Incentive Agreement with accompanying form Restriction Agreement and Purchase and Sale Agreement

**RESOLUTION NO. 25-R-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION (“SEDC”) AND KH, LLC d/b/a KELLY HARRIS COMPANY, ATTACHED AS EXHIBIT “A”; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the SEDC is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will result in the creation of new jobs and will promote new and expanding business enterprises within the City; and

**WHEREAS**, the City Council has determined that the Agreement attached as Exhibit “A” will create new jobs and will promote new and expanded business enterprises within the City of Seagoville; and

**WHEREAS**, the City Council finds that the expenditure of funds pursuant to the Agreement is authorized by the Act and that the Agreement should be approved; and

**WHEREAS**, the City Council has conducted two (2) readings of this resolution;

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

**Section 1.** That the City Council hereby approves the Agreement attached hereto as Exhibit “A”.

**Section 2.** That the City Council authorizes the SEDC to enter into any additional agreements necessary to effectuate the Agreement attached as Exhibit “A”, including a land sale agreement and restriction agreement.

**Section 3.** This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY RESOLVED AND ADOPTED First Reading and Second Reading** of the City Council of the City of Seagoville, Texas, this the 2<sup>nd</sup> day of July, 2018.

**APPROVED:**

---

Dennis K. Childress, Mayor

**ATTEST:**

---

Kandi Jackson, City Secretary

**APPROVED AS TO FORM:**

---

Alexis G. Allen, City Attorney  
(/cdb 06/26/2018)

**Exhibit "A"**  
**Economic Development Agreement**  
**(to be attached)**

**RESOLUTION NO. 2018-R-07**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION (“SEDC”) AND KELLY HARRIS COMPANY, LLC, ATTACHED AS EXHIBIT “A”; AUTHORIZING THE CITY MANAGER / EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENTS; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the SEDC is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will result in the creation of new jobs and will promote new and expanding business enterprises within the City; and

**WHEREAS**, the SEDC has conducted a public hearing to consider the Agreement; and

**WHEREAS**, the SEDC Board of Directors has determined that the Agreement attached as Exhibit “A”, and the sale of the property located at 1920 N. U.S. Highway 175 pursuant to the Agreement, will create new jobs and will promote new and expanded business enterprises within the City of Seagoville; and

**WHEREAS**, the SEDC finds that the expenditure of funds pursuant to the Agreement is authorized by the Act and that the Agreement should be approved;

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

**SECTION 1.** That the Board of Directors of the Seagoville Economic Development Corporation hereby approves the Economic Development Incentive Agreement by and between the SEDC and Kelly Harris Company, LLC, in an amount not to exceed one hundred and eight thousand dollars (\$108,000.00), for the purchase of the property located at 1920 N. U.S. Highway 175, which is attached hereto as Exhibit “A”.

**SECTION 2.** That the City Manager/Executive Director of the Seagoville Economic Development Corporation is authorized to execute the Agreement, as well as the Land Sale Agreement and Restriction Agreement referenced therein, on behalf of the SEDC.

**SECTION 3.** That all resolutions of the SEDC heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the SEDC not in conflict with the provisions hereof shall remain in full force and effect.

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

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

**SECTION 5.** That this resolution shall take effect immediately from and after its passage, and it is accordingly resolved and approved by the City Council as required by law.

**DULY PASSED** by the Board of Directors of the Seagoville Economic Development Corporation on the 2<sup>nd</sup> day of July 2018.

APPROVED:

---

Jose Hernandez, Board Chair

ATTEST:

---

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

---

Alexis G. Allen, City Attorney  
(/cdb 06/26/2018)

**Exhibit "A"**  
**Economic Development Agreement**  
**(to be attached)**

**STATE OF TEXAS** §  
§ **ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT**  
**COUNTY OF DALLAS** §

This Economic Development Incentive Agreement (“Agreement”) is made by and between the Seagoville Economic Development Corporation (“SEDC”) and KH, LLC, d/b/a Kelly Harris Company, a Texas limited liability company (“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 Facility for commercial, retail and restaurant uses (hereinafter “Facility”) on approximately 1.00 acres of land in the City of Seagoville (the “City”) owned by the SEDC as described in Exhibit A (the “Land”); and

**WHEREAS**, the Company intends to make a Capital Investment of approximately Five Hundred Thousand Dollars (\$500,000.00) in developing the Facility for commercial, retail, and restaurant uses on the Land; and

**WHEREAS**, Company intends to purchase the Property (hereinafter defined) from SEDC pursuant to the Purchase and Sale Agreement (hereinafter defined) and intends to construct the Facility, together with the required landscaping and parking thereon (collectively, the “Improvements”); and

**WHEREAS**, SEDC desires for the Company to 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 for new business enterprises in the City and will promote new or expanded business development in the City and will result in the creation of new jobs; and

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

**WHEREAS**, the 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**, the 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.

“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) on the Property.

“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 final permanent certificate of occupancy is issued by the City for the any retail shop; and (ii) the date the retail shop is open for business and serving the citizens of the City and its visitors.

“Commencement of Construction” shall mean (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Building and Improvements, (ii) all necessary permits for the construction of the Building Improvements have been issued by the applicable governmental authorities and (iii) grading of the Land or construction of the elements of

the vertical elements of the Improvements (whether located above or below ground) have commenced.

“Company” shall mean KH, LLC, d/b/a Kelly Harris Company, a Texas limited liability company.

“Completion of Construction” shall mean (i) substantial completion of construction of all the components of the Facility and Improvements on the Land has occurred, and (ii) a final permanent certificate of occupancy has been issued by City for occupancy of a minimum of one (1) of the retail sites located in the Facility.

“Construction Plans” shall mean the plans and specifications for the construction of the Facility (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 the fifth (5<sup>th</sup>) anniversary date of the Commencement Date.

“Facility” shall mean the construction of a structure consisting of a minimum of 5,500 square feet of commercial, retail and restaurant space, as generally depicted on the attached Exhibit B.

“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, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Grant” shall mean an economic development grant from the SEDC to the Company, in the amount of One Hundred Eight Thousand Dollars (\$108,000.00), provided in the form of an offset of the purchase price for the Property.

“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” shall mean the construction of improvements at the property consisting of a Facility with approximately 5,500 square feet for retail and restaurant uses, and including 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 an approximately 1.0± acre tract of land out of Lot 3, Block A, Best Western/Seagoville Addition, an addition to the City of Seagoville, Dallas County, Texas, according to the plat thereof recorded in volume 99125, Page 40, Deed Records, Dallas County, Texas the boundaries of which are generally depicted on Exhibit “A,” attached hereto and incorporated herein by reference.

“Purchase Grant” shall mean One Hundred Eight Thousand Dollars (\$108,000.00), which reflects the difference between the Purchase Price of the Property of One Hundred Nine Thousand Dollars (\$109,000.00) and the One Thousand Dollars (\$1,000.00) cash paid by Developer pursuant to the Purchase and Sale Agreement.

“Project” means, collectively, (i) the Sale of the Property from the SEDC to the Company and (ii) the construction of the Improvements thereon.

“Property” collectively means the Land and any Improvements and Infrastructure, or portion thereof, following construction thereof on the Land.

“Purchase and Sale Agreement” means that certain Purchase and Sale Agreement between the Parties dated and effective on                     , relating to the purchase of the Property by Company from SEDC.

“Project Commencement Date” shall mean the date that is ten (10) business days after the date that the conditions precedent set forth in Section 7.14 of this Agreement have been fully satisfied.

“Required Use” shall mean the development and continued operation of commercial, retail and restaurant uses on the Property, and related amenities open to the public and serving the citizens of the City.

“Restriction Agreement” shall mean that certain restriction agreement between the Parties restricting the development and use of the Property for the construction and operation of the Improvements. The Restriction Agreement shall require Company to cause Commencement of Construction and Completion of Construction of the Improvements in accordance with the Agreement, grant SEDC a right of first refusal in the event Company offered to sell the Property to a third party prior to Commencement of Construction, and grant SEDC an option to repurchase the Property in the event Company fails to comply with the deadline for Commencement of Construction and Completion of Construction set forth in the Restriction Agreement.

“Right of First Refusal” shall mean that certain Right of First Refusal Provision in the Restriction Agreement between SEDC and Company, setting forth the terms of

agreement between the Parties regarding the grant of a right of first refusal to Company to purchase the Property.

“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 Project Requirements**

3.1 Land Acquisition. SEDC intends to sell and convey, or cause to sell and convey, the Land to the Company subject to the Restriction Agreement. The purchase price for sale and transfer of the Land shall be One Hundred Nine Thousand Dollars, less an economic development grant provided by SEDC to Company to offset the purchase price, and shall be subject to the requirement that the Land be sold and conveyed to Company for One Thousand Dollars (\$1,000.00).

3.2 Zoning. The SEDC, as a condition precedent, shall submit an application to amend the zoning of the property in furtherance and implementation of this Agreement. SEDC shall use good faith efforts to obtain City approval of the Zoning. The Company and the City shall mutually cooperate in the processing of the Zoning in a reasonable manner, subject to the City’s review and consideration in conformance with all notice and public hearing procedures required by state and local law. Notwithstanding anything to the contrary, nothing in this Agreement shall be deemed to be a commitment of the City to zone the Land in a certain way or to approve the Zoning, but is only a statement of the current intent of the Parties.

3.3 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 Facility. 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.

3.4 Construction of the Facility. Subject to the terms and conditions of this Agreement, Company agrees to design and construct, or cause to be designed and constructed, the Facility in accordance with the applicable Zoning and the approved Construction Plans. Company shall,

subject to events of Force Majeure, cause Commencement of Construction of the Facility 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 the Facility to occur within eighteen (18) months after the date of Commencement of Construction.

3.5 Casualty and Condemnation. If the Facility 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 Facility, as applicable, and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the Facility to substantially the condition it was in before the Casualty.

3.6 Capital Investment. The Capital Investment by the Company shall, as of the Commencement Date, be at least Five Hundred Thousand Dollars (\$500,000.00).

3.7 Required Use. Beginning on the Commencement Date, and continuing thereafter until the Expiration Date, or earlier termination, the Facility shall not be used for any purpose other than the Required Use and the Company shall not allow the operation of the Facility 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 Purchase 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 One Hundred Eight Thousand Dollars (\$108,000.00), in the form of a reduced price for the purchase of the Land.

4.2 Not later than fifteen (15) calendar days after the date of Completion of Construction (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 Thousand Dollars (\$500,000.00), the Parties shall determine as a percentage how much each has 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 \$500,000.00 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.

**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 the Terms of 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 Facility.

5.3 Capital Investment. The Capital Investment shall be at least Five Hundred Thousand Dollars (\$500,000.00) as of the date of Completion of Construction of the Project.

5.4 Performance Criteria. Company shall construct and finish-out a commercial, retail, and restaurant Facility on the Property and shall ensure a certificate of occupancy is issued by the City for a commercial, retail or restaurant use on the property, which said use must be a sales-tax generating business, for the Company or a party who has leased space within the Facility from the Company, within two (2) years of the Project commencement date.

**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, in addition to the SEDC's Option and Right of First Refusal, as reflected in the Restriction Agreement, 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 secure a certificate of occupancy for a retail or restaurant use in the Facility within two (2) years of Completion of Construction, the Company shall repay to the SEDC 25% of the Grant, in the amount of Twenty-Seven Thousand Dollars (\$27,000.00); and
- (b) If the Company fails to complete construction of the Improvements, or completes construction of Improvements but fails to secure a certificate of occupancy for a retail or restaurant use in the Facility within three (3) years of Completion of Construction, the Company shall repay to the SEDC 25% of the Grant, in the amount of Twenty-Seven Thousand Dollars (\$27,000.00); and
- (c) If the Company fails to complete construction of the Improvements, or completes construction of Improvements but fails to secure a certificate of occupancy for a retail or restaurant use in the Facility within four (4) years of Completion of Construction, the Company shall repay to the SEDC 35% of the Grant, in the amount of Thirty-Seven Thousand Eight Hundred Dollars (\$37,800.00),
- (d) If the Company fails to complete construction of the Improvements, or completes construction of Improvements but fails to secure a certificate of occupancy for a retail or restaurant use in the Facility within five (5) years of Completion of Construction, the Company shall repay to the SEDC 15% of the Grant, in the amount of Sixteen Thousand Two Hundred Dollars (\$16,200.00) and upon payment of this amount to the SEDC, this Agreement shall terminate, subject to the terms of the Restriction Agreement.

## **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

Patrick Stallings, City Manager  
City of Seagoville  
702 N. Highway 175  
Seagoville, Texas 75159  
Facsimile No. (972) 287-3891

With a copy to:

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

If intended for Company, to:

Attn: Kelly Harris  
KH, LLC, d/b/a Kelly Harris Company  
1026 FM 660  
Ferris, Texas 75125

With a copy to:

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 five (5) years 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.

7.14 Conditions Precedent. The obligations of the Parties are expressly subject to and conditioned on the following:

- (i) Company and SEDC having entered into the Sale and Purchase Agreement;
- (ii) Company and SEDC having entered into the Restriction Agreement;
- (iii) Zoning Ordinance having been approved by the City;

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**SEAGOVILLE ECONOMIC DEVELOPMENT  
CORPORATION**

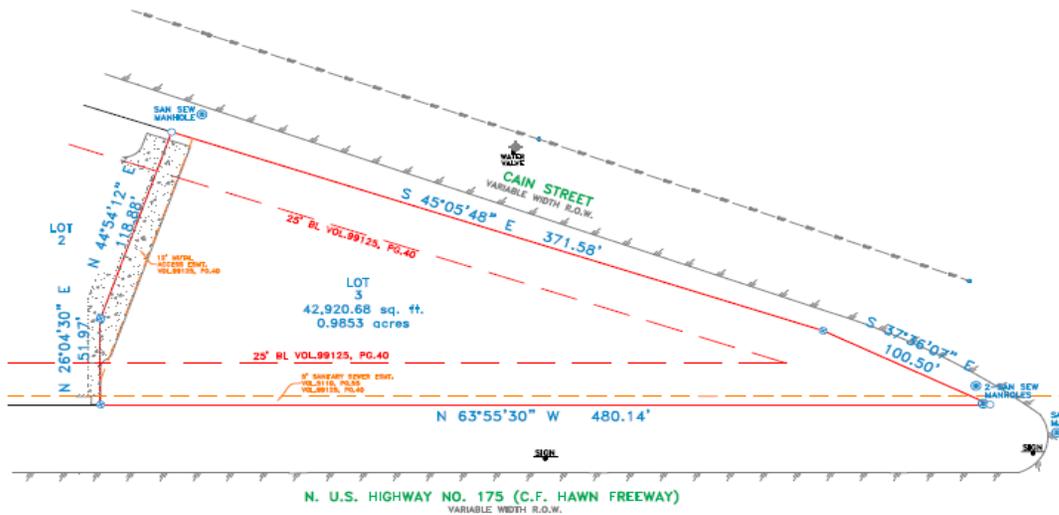
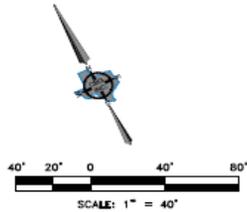
By: \_\_\_\_\_  
\_\_\_\_\_

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**KH, LLC, D/B/A KELLY HARRIS COMPANY,  
a Texas Limited Liability Company**

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

# EXHIBIT A PROPERTY



### SURVEY PLAT

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located of No. 1920 N. U.S. HIGHWAY NO. 175 in the city of SEAGOVILLE, Texas, Lot No. 3, Block No. 4 of BEST WESTERN/SEAGOVILLE ADDITION an addition to the City of SEAGOVILLE, DALLAS COUNTY, Texas, according to the MAP THEREOF recorded in VOLUME 99125 of PAGE 40 of the Map Records of DALLAS County, Texas.

### SURVEYOR'S CERTIFICATE

The undersigned Registered Professional Land Surveyor (Bryan Connolly) hereby certifies to, Bill Goss that, (a) this plat of survey and the property description set forth hereon were prepared from an actual on-the-ground survey of the real property 1920 N. U.S. Highway No. 175, described in Volume 99125, Page 40, and shown hereon; (b) such survey was conducted by the Surveyor, or under his direction; (c) all monuments shown hereon actually existed on the date of the survey, and the location, size and type of material thereof are correctly shown; (d) except as shown hereon there are no observable protrusions on to the Property or observable protrusions there from, there are no observable discrepancies, conflicts, shortages in area or boundary line conflicts; (e) the size, location and type of improvements, are shown hereon, and all are located within the boundaries of the Property and setback from the Property lines the distances indicated; (f) the distance from the nearest intersection street or road is as shown; (g) the Property has apparent access to and from a public roadway; (h) recorded easements listed hereon have been labeled and plotted hereon; (i) the boundaries, dimensions and other details shown hereon are shown to the appropriate accuracy standards of the State of Texas; (j) the Property is not located in a 100 Year Flood Plain or in an identified "Flood Prone Area" as defined by the U. S. Department of Housing and Urban Development (Flood Insurance Rate Map No. 48113C0545 J) pursuant to the Flood Disaster Protection Act of 1973.

The surveyor expressly understands and agrees that, Bill Goss is entitled to rely on this survey as having been performed to the appropriate standards of the current (1999 Edition) Texas Society of Professional Surveyors Standards and Specifications for a Texas Land Title Survey as set forth by the Texas Board of Professional Land Surveying.

Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned.

Executed this 13th day of September, 2010.

*Bryan Connolly*

Bryan Connolly  
Registered Professional Land Surveyor No. 5513

NOTE: According to the F.I.R.M. in Map No. 48113C0545 J, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.

ACCEPTED BY: \_\_\_\_\_

REVISIONS		
DATE	BY	NOTES

LEGEND	
○ 1/2" IRON ROD FOUND	POWER POLE
○ 1/2" IRON ROD SET	OPEN CHANNEL
○ 1" IRON PIPE FOUND	PIPE CONDUIT
○ 1" IRON PIPE SET	PIPE STORM
○ 2" IRON PIPE / SET	COVERED PORTULACA OR CASPARY
△ UNDERGROUND ELECTRIC	OVERHEAD ELECTRIC SERVICE
△ OVERHEAD ELECTRIC	OVERHEAD POWER LINE
— ASPHALT PAVING	CONCRETE PAVING
— GRAVEL/ROCK ROAD OR DRIVE	

**C.B.G. Surveying, Inc.**  
12025 Shiloh Rd. Suite 230  
Dallas, Texas 75228  
P 214-349-9485 F 214-349-2216  
www.cbgsurveying.com

SCALE	DATE	JOB NO.	D.F. NO.	DRAWN
1"=40'	9-13-10	1002789-1		MC

**TEXAS LAND TITLE SURVEY**

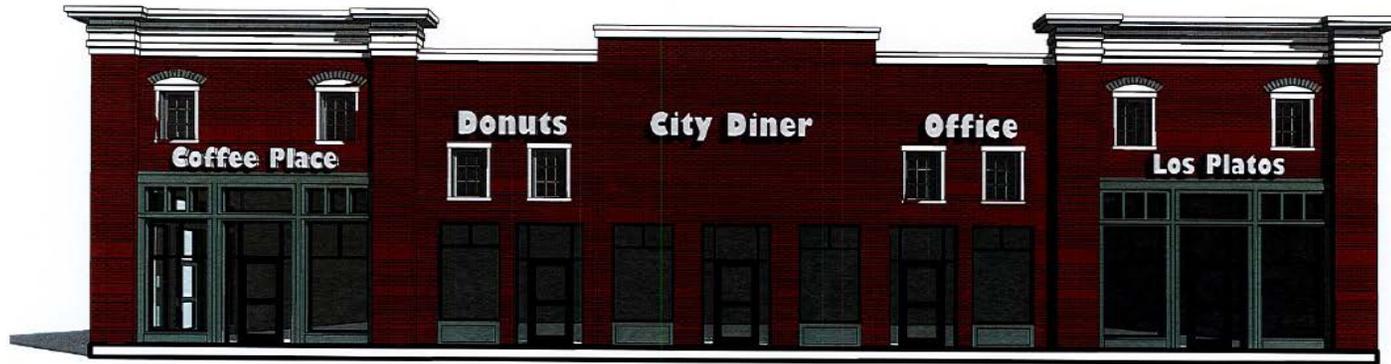
LOT 3, BLOCK A OF BEST WESTERN/SEAGOVILLE ADDITION

SEAGOVILLE, DALLAS COUNTY, TEXAS

1920 N. U.S. HIGHWAY NO. 175

NOTE: DIMENSIONS ARE BASED ON RECORDED PLAT AND ALL DIMENSIONS ARE TO RECORDED PLAT UNLESS OTHERWISE NOTED.

EXHIBIT B  
CONCEPT PLAN



① CONCEPTUAL MAIN ELEVATION



05/31/18

Bldg



Shops at US 175 & Cain Street, Seagoville, Texas 75159

05/31/18

619 N. Grand Ave. Waxahachie, TX 75165  
1.469.658.9097

WHEN RECORDED RETURN TO:

Nichols, Jackson, Dillard, Hager & Smith, LLP  
Attention: Alexis G. Allen  
500 N. Akard, Suite 1800  
Dallas, Texas 75201

(Space Above For Recorder’s Use Only)

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

**STATE OF TEXAS                    §                    RESTRICTION AGREEMENT**  
**§                    (With Option to Repurchase and Right of First**  
**COUNTY OF DALLAS           §                    Refusal)**

This **RESTRICTION AGREEMENT** (“Restriction Agreement”) is made and entered into as of the Effective Date by and between the **Seagoville Economic Development Corporation** (“SEDC”), a Texas non-profit corporation, and **KH, LLC, d/b/a Kelly Harris Company** (“Developer”) a Texas limited liability company (SEDC and Developer sometimes hereafter collectively referred to as “Parties” or separately as “a Party” or “the Party”)

**RECITALS**

**WHEREAS**, as of the Effective Date, pursuant to the Purchase Agreement, Developer has purchased the Land from SEDC; and

**WHEREAS**, SEDC has, as a condition of the conveyance of the Land to Developer, restricted the use of the Land and required Developer to develop the Land with the Improvements in accordance with the terms and conditions set forth herein; and

**WHEREAS**, Developer desires to grant SEDC (i) an option to repurchase the Land in the event Developer fails to cause Commencement of Construction or Completion of Construction (hereinafter defined) of the Improvements in accordance this Restriction Agreement and (ii) a Right of First Refusal (“ROFR”), in each case subject to the terms and conditions hereafter set forth;

**NOW, THEREFORE**, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**Article I**  
**Land Subject to Declaration**

The Land shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Developer and any subsequent owners of all or any part of the Land (as hereinafter defined) for the term specified in Section 6.2, subject to the terms of this Restriction Agreement.

**Article II**  
**Definitions**

For purposes of this Restriction Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

“City” means the City of Seagoville, a Texas home rule municipality located in Dallas County, Texas and Kaufman County, Texas.

“Commencement of Construction” means (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the Building and Improvements, (ii) all necessary permits for the construction of the Building Improvements have been issued by the applicable governmental authorities and (iii) grading of the Land or construction of the elements of the vertical elements of the Improvements (whether located above or below ground) have commenced.

“Completion of Construction” shall mean (i) substantial completion of construction of all the components of the Facility and Improvements on the Land has occurred, and (ii) a final permanent certificate of occupancy has been issued by City for occupancy of a minimum of one (1) of the retail sites located in the Facility.

"Construction Plans" means the plans and specifications for the construction of the commercial, retail and restaurant uses/facility (including civil, architectural, grading and site plans) in accordance with the Zoning and any design plans approved by the City.

“Economic Development Agreement” means that certain Economic Development Agreement between SEDC and Developer, dated [REDACTED], 2018, relating to the Purchase and Sale of the Property by SEDC to Developer in exchange for improving the Property with the Improvements (as defined in the Economic Development Agreement) (sometimes hereafter referred to as “the Project”), a true and correct copy of which is attached hereto as Exhibit “B”.

“Effective Date” means the date this Restriction Agreement is signed by the Parties.

“Force Majeure” means 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, City delay of permits or other approvals, government or de facto governmental action (unless caused by acts of omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, adverse weather conditions, transportation delays or difficulties, shortages of materials or labor, financial institution shutdowns, electronic funds transfer delays or difficulties, and economic disruptions.

“Improvements” shall mean the construction of improvements at the property consisting of a Facility with approximately 5,500 square feet for commercial, retail and restaurant uses, including the common areas and all other structures, driveways, parking areas, and other improvements constructed or installed on the Property.

“Improvement Value” shall mean: (i) after Commencement of Construction but prior to the Completion of Construction, the actual hard and soft costs incurred and paid by Developer (including any payments made directly to Developer’s contractor(s) on Developer’s behalf by Developer’s interim construction lender, if any) to design, permit and construct the Improvements or so much thereof as have been completed at the time, or (ii) once the Completion of Construction has occurred, the fair market value of the Improvements constructed on the Property as determined by an appraiser selected by the parties, or, in the event the parties cannot agree upon an appraiser within ten (10) days after SEDC’s exercise of the Option, each party shall select an appraiser who will determine the fair market value of such Improvements.

"Infrastructure" shall have the same meaning as set forth in the Economic Development Agreement.

“Land” means an approximately 1.0± acre tract of land out of Lot 3, Block A, Best Western/Seagoville Addition, an addition to the City of Seagoville, Dallas County, Texas, according to the plat thereof recorded in volume 99125, Page 40, Deed Records, Dallas County, Texas the boundaries of which are generally depicted on Exhibit “A,” attached hereto and incorporated herein by reference.

"Option Commencement Date" means the date ninety (90) days after the Project Commencement Date, as such date may be extended by an event of Force Majeure.

“Option Period” means that period of time commencing on the Option Commencement Date, and ending on the earlier of (a) Commencement of Construction of the Project, or (b) the Option Termination Date; provided, however, such dates may be extended due to an event of Force Majeure.

"Official Records" means the Official Public Records of Dallas County, Texas.

“Option Price” means an amount equal to:

- (a) **\$108,000.00**; plus
- (b) the Improvement Value, if any, minus
- (c) an amount equal to all closing costs incurred by SEDC pursuant to the Purchase Agreement.

"Option Termination Date" means the third (3<sup>rd</sup>) anniversary of the Option Commencement Date, as may be extended by an event of Force Majeure.

"Project" means, collectively, the collectively, (i) the Sale of the Property from the SEDC to the Company and (ii) the construction of the Improvements thereon.

"Project Commencement Date" shall have the same meaning as set forth in the Economic Development Agreement.

"Property" collectively means the Land and any Improvements and Infrastructure, or portion thereof, following construction thereof on the Land.

"Purchase Agreement" shall mean that certain *Purchase and Sale Agreement*, as amended or assigned, by and between SEDC and Developer, dated [REDACTED], relating to the sale of the Land by SEDC to Developer.

"Purchase Grant" means the economic development grant provided by SEDC to Developer to offset the costs of the Infrastructure and Improvements, and applied by Developer to reduce the purchase price for the Land upon the closing of the Purchase Agreement, which amount is **\$108,000**.

Required Use" shall mean the development and continued operation of retail and restaurant uses on the Property, and related amenities open to the public and serving the citizens of the City, as required by the Economic Development Agreement.

### **Article III Option**

3.1 **Grant of Option.** In consideration of TEN AND NO/100 DOLLARS (\$10.00), in hand paid by SEDC to Developer and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Developer, and subject as hereinafter provided, Developer hereby grants to SEDC during the Option Period an option to repurchase the Property (the "Option").

3.2 **Time for Exercising Option.** Subject to Section 3.3, below, the Option may be exercised by SEDC in its sole discretion by providing written notice to Developer upon the occurrence of the following:

(a) Any time after the Option Commencement Date, but in any event prior to the Option Termination Date, if (i) Developer has failed to obtain approval of the Construction Plans from City by the Option Commencement Date, and (ii) Developer has still failed to obtain City's approval of the Construction Plans as of the date of the exercise of the Option pursuant to this Paragraph (a); or

(b) Any time after the thirtieth (30<sup>th</sup>) day following the date City notifies Developer in writing that City has approved the Construction Plans but in any event prior to the Option Termination Date, if (i) Developer has failed to pay to City all building permit fees, impact fees, and other fees and charges which entitle Developer to receive from City a construction permit for construction of the Improvements, (ii) Developer has failed to cause Commencement of Construction to occur on the Land and (iii) Commencement of Construction has in fact still not occurred on the date of the exercise of the Option pursuant to this Paragraph (b).

The dates and time periods set forth in this Section 3.2 are subject to extension as the result of a Force Majeure event.

3.3 **Force Majeure.** In the event of Force Majeure, Developer shall have such additional time to cause Commencement of Construction or Completion of Construction, as the case may be, so long as Developer is diligently and faithfully pursuing the same, to the extent reasonably possible given the nature of the Force Majeure and presents such documentation as may be reasonably required by SEDC to support the extension of the deadlines for Commencement of Construction or Completion of Construction. The commencement and termination dates of the Option Period shall be extended for the same number of days that the performance of Developer with respect to Commencement of Construction or Completion of Construction is extended by Force Majeure.

3.4 **Option Estoppel.** Upon the written request of Developer, SEDC, if true, agrees to execute and deliver an Estoppel Certificate, in recordable form, which, at the discretion of Developer, Developer may record in the Official Records confirming that, as of such date: (i) SEDC is unaware of any event which has occurred which would allow SEDC to exercise the Option or (ii) the Option has terminated (the "Option Estoppel").

3.5 **Sole Remedy.** SEDC's sole and exclusive remedy pursuant to this Restriction Agreement for Developer's failure to comply with the deadline for Commencement of Construction set forth herein shall be the exercise of the Option and repurchase of the Property or portion thereof in accordance with Article V, below; provided, however, such remedy shall be in addition to and cumulative of any remedies available to SEDC pursuant to the Economic Development Agreements.

#### **Article IV Right of First Refusal**

4.1 **Grant.** Subject to the terms and conditions hereinabove and hereinafter set forth, Developer hereby agrees that SEDC shall have, and hereby grants to SEDC, during the period commencing upon the Effective Date and ending upon the Commencement of Construction ("the ROFR Period"), a right of first refusal (the "ROFR") to purchase the Property, or portion thereof, on the terms and conditions set forth herein.

4.2 **Notice of Third-Party Offer.** If (i) Developer receives a bona fide offer for the purchase of any portion of Property that it intends to accept, or (ii) Developer receives any offer to purchase the Property or any portion thereof from any governmental exercise of the power of eminent domain with respect to the Property, Developer shall give notice thereof in writing to SEDC (the "Third Party Notice"). The Third Party Notice shall include a copy of any offer to be made or any offer received by Developer, the proposed purchaser, whether the purchase price is to be paid in cash, securities or evidenced by promissory notes, and the other material terms and conditions of such offer.

4.3 **SEDC's Exercise of ROFR.** For a period of thirty (30) days after receipt by SEDC of the Third Party Notice, SEDC shall have the right to repurchase the Property or portion thereof which is the subject of the Third Party Notice, upon the same terms and price as set forth in the Third Party Notice or for the Option Price, whichever is deemed by SEDC to be more favorable to SEDC (the "ROFR Price"). The ROFR may be exercised by SEDC by providing written notice to Developer not later than thirty (30) days after SEDC's receipt of the Third Party Notice. SEDC's

notice shall indicate acceptance of the terms set forth in the offer as recited in the Third Party Notice or the Option Price, as applicable.

4.4 **SEDC Fails to Exercise ROFR.** In the event SEDC does not elect to exercise the ROFR during the thirty (30) day period following its receipt of the Third Party Notice:

(a) Developer may sell the Property, or portion thereof, at the price and on the terms and conditions described in the Third Party Notice during the one hundred eighty (180) day period following the date of the Third Party Notice (the "180 Day Period"); and

(b) SEDC shall execute and deliver an acknowledgement, in recordable form, evidencing its waiver of its ROFR with respect to such sale. Developer agrees not to sell the Property, or portion thereof, during the 180 Day Period or any time thereafter during the ROFR Period under the same Third Party Notice at any lower price, on any terms or conditions more favorable to the buyer than those set forth in the Third Party Notice without first giving SEDC the opportunity to exercise the ROFR at such different price, on such altered terms and conditions, or at such later time.

4.5 **No Release of Restrictions Required.** SEDC's failure to exercise the ROFR shall not constitute a release of the Option, SEDC's rights to repurchase the Property pursuant to the Option, the SEDC's right to recover pursuant to the Economic Development Agreement, or the obligations of any subsequent owner of the Land to comply with the obligations of this Restriction Agreement.

## **Article V Terms of Sale Upon Exercise of Right**

5.1 **Effect of Exercise of the Right.** Upon any timely exercise of the Option or ROFR (collectively, "the Right") by SEDC in accordance with the foregoing provisions, the conveyance of the Property, or portion thereof, to SEDC shall be in accordance with the provisions in this Article V.

5.2. **Title, Survey, and Environmental Reports.**

(a) Not later than the fifteenth (15th) business day after the exercise of the Right, Developer shall, at Developer's expense, deliver to SEDC:

(i) a current commitment for an Owner's Policy of Title Insurance from the Title Company for the portion of the Property to be conveyed to SEDC, setting forth the state of title to the Property or portion thereof together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title;

(ii) legible copies of all documents referenced in the Title Commitment;

(iii) any environmental studies or reports that Developer may have in its possession with respect to the Property;

(iv) copies of all leases and rental agreements creating a leasehold interest in any portion of the Property; and

(v) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years.

(b) Upon any exercise of the ROFR, SEDC shall have the right, at its sole option, to cause a boundary or “as-built” survey of the Property to be made by a registered professional land surveyor selected by SEDC. Such survey shall be made at the sole cost and expense of SEDC.

(c) SEDC shall, not later than twenty (20) days after SEDC’s receipt of the last of the Survey and Title Commitment, notify Developer and Title Company of any objections to the Survey or Title Commitment. If there are objections by SEDC, Developer shall in good faith attempt to satisfy them prior to Closing, but Developer shall not be obligated to incur any cost in doing so. If Developer delivers written notice to SEDC not later than the tenth (10<sup>th</sup>) calendar day after Developer’s receipt of SEDC’s objections that Developer is unable to satisfy such objections, SEDC may either waive such objections and accept title as Developer is able to convey or terminate the exercise of the Right by written notice to Developer and the Title Company.

### 5.3 **Closing.**

(a) The closing of the sale of the Property or portion thereof identified in the notice exercising the Right shall occur not later than sixty (60) calendar days following the date of exercise of the Right unless otherwise extended by written agreement of Developer and SEDC.

(b) At the closing, Developer shall deliver to SEDC:

(i) a special warranty deed, in form and substance substantially similar to the form used to convey the Property to Developer pursuant to the Purchase Agreement, conveying good and indefeasible title to the Property and/or the survey obtained by City (whichever is the most accurate description) to City, free and clear of any and all encumbrances except the Permitted Exceptions’ provided, however, such deed shall not contain any reservation of oil, gas, or other minerals as may have been reserved by prior grantors;

(ii) possession of the Property described in the notice of the exercise of the Right, free of parties in possession.

5.4 **Taxes.** Ad valorem taxes, assessments, and any other charges against the Property and/or Improvements conveyed to SEDC pursuant to this Article V shall be prorated as of the Closing Date for the current year, and paid by Developer at Closing in accordance with Texas Tax Code §26.11. Developer will be responsible for all such items which accrue prior to the Closing Date during its tenure of ownership, and SEDC will be responsible for all such items which accrue on and after the Closing Date. Taxes and assessments for all prior years for Developer's tenure of ownership shall be paid by Developer.

5.5 **Closing Costs.**

- (a) Developer will pay and be responsible for the following closing cost:
- (i) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;
  - (ii) all fees and premiums for Basic Owner's Title Policy, excluding any deletions from, or modifications of or endorsements to the Basic Owner's Title Policy;
  - (iii) one-half (½) of the Title Company's escrow fees;
  - (iv) all recording fees;
  - (v) all costs and expenses incurred by or on behalf of Developer, including Developer's attorney's fees;
  - (vi) all costs related to obtaining any releases of liens on the portion of the Property conveyed relating to any loans secured by a deed of trust lien on said property; and
  - (vii) such other incidental costs and fees customarily paid by sellers of real property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.
- (b) SEDC hereby agrees to pay and be responsible for the following closing cost:
- (i) all fees and premiums for the Survey;
  - (ii) one-half (½) of the Title Company's escrow fees;
  - (iii) all fees and premiums for any deletions from, or modifications of or endorsements, to the Basic Owner's Title Policy;
  - (iv) all costs and expenses incurred by or on behalf of SEDC, including SEDC's attorneys' fees; and
  - (v) such other incidental costs and fees customarily paid by purchasers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

5.6 **Permitted Exceptions.** SEDC acknowledges and agrees that the Property conveyed pursuant to this Article V will be conveyed by Developer at closing subject only to such easements, conditions and restrictions (i) that were listed in the deed from the SEDC to Developer, (ii) utility easements granted by subdivision plat, (iii) easements granted by instrument subsequent to the purchase of the Land by Developer and approved by SEDC; and (iv) such other matters as SEDC may waive, or as Developer is not otherwise obligated to cure or remove.

5.7 **Conveyance As Is.** SEDC acknowledges and agrees that the Property conveyed pursuant to this Article V will be conveyed “AS IS” with all faults and defects, whether patent or latent, existing as of the Closing. Except with respect to the quality of the title being conveyed by Developer as set forth in the Special Warranty Deed, and in the bill of sale and assignment, SEDC acknowledges and agrees that Developer will be making no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished to SEDC by Developer or any employee or agent of Developer, except as specifically set forth in this Restriction Agreement.

## **Article VI Restrictions**

6.1 **Use of Property; Buildings.** No building shall be constructed, reconstructed, erected, altered, or placed on any portion of the Land other than the Improvements or other structures that will be used in conformance with the Required Use. The Improvements shall not be used for any purpose other than the Required Use.

6.2 **Term of Restrictions.** The restrictions set forth in Section 6.1, above, shall commence on the Effective Date and continue thereafter until the expiration of five (5) years following the Completion of Construction of the Improvements.

## **Article VII Miscellaneous**

7.1 **Enforcement.** SEDC shall have the right, but not the obligation, to enforce this Restriction Agreement and any covenants and restrictions contained herein, as the same may be amended as herein provided. Subject to the limitation set forth in Section 6.1, above, enforcement of the provisions set forth in Section 6.1 contained herein may be exercised after failure of any person or persons violating or attempting to violate any covenants or restrictions to cure such violation or breach within two (2) thirty (30) day notice periods after receipt of written notice thereof, by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain violation or to recover damages, and failure to enforce any covenant, restriction or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. This Restriction Agreement is not intended to restrict the rights of the City Council of the City of Seagoville to exercise its legislative duties and powers insofar as the Property is concerned. For further remedy, Developer, for itself, its successors, and assigns agrees that City, as a third party beneficiary to this Restriction Agreement, may withhold building permits, development approvals, certificates of occupancy and/or final inspection necessary for the lawful use of any portion of the Property not then in compliance with the Required Use. SEDC’s right to repurchase the Property pursuant to the exercise of the Right as set forth in this Restriction Agreement, and to obtain reimbursement of the Grant pursuant to the Economic Development Agreement, constitutes SEDC’s sole and exclusive remedy for any failure by Developer to Commence Construction or Complete Construction of the Improvements on the Land in accordance with this Restriction Agreement. The rights of SEDC under this Restriction Agreement may not be waived or released except pursuant to an amendment or termination approved in accordance with the provisions hereof, except by expiration of the Term. The rights of SEDC, and the City as third party beneficiary

hereof, to enforce the provisions of this Restriction Agreement are in addition to and cumulative of any remedies which SEDC or the City have pursuant to the provisions of the Economic Development Agreement.

7.2 **Amendment.** No amendment or termination of this Restriction Agreement shall be effective unless and until approved by Developer and SEDC; provided, however, SEDC may, without the consent of Developer, terminate and release the restrictions set forth in Section 6.1. In the event Developer, or subsequent owner of the Property desires to change, amend or alter the covenants, conditions or restrictions as set forth herein, Developer, or subsequent owner, as the case may be, shall file a written application for such change or amendment with SEDC, which shall approve or deny such application in whole or in part within thirty (30) days after receipt of such application. Any change or amendment approved by SEDC shall not be effective unless and until an instrument executed by SEDC's President or Executive Director is recorded in the Official Public Records in the office of the Dallas County Clerk.

7.3 **Notices.** All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been fully and completely made when given by hand, by confirmed facsimile transmission, by overnight delivery by Federal Express or other reliable courier or the mailing of such by registered or certified mail, addressed as follows:

If intended for SEDC, to:

Patrick Stallings, City Manager  
City of Seagoville/SEDC  
702 N. Highway 175  
Seagoville, Texas 75159  
Facsimile No. (972) 287-3891

With a copy to:

Alexis G. Allen  
Nichols, Jackson, Dillard, Hager &  
Smith, L.L.P.  
1800 Ross Tower  
500 North Akard  
Dallas, Texas 75201  
Facsimile No. (214) 965-0010

If intended for the Developer, to:

Kelly Harris  
KH, LLC,  
d/b/a Kelly Harris Company  
1026 FM 660  
Ferris, Texas 75125

**With a copy to:**

Any party may at any time and from time to time by notice in writing to the other party hereto change the name or address of the person to who notice is to be given as hereinbefore provided.

7.4 **Successors and Assigns.** This Restriction Agreement shall bind, and inure to the benefit of, the parties and their respective successors and assigns.

7.5 **Governing Law.** This Restriction Agreement is entered into and is intended to be performed in the State of Texas, and the validity, enforceability, interpretation and construction hereof shall be determined and governed by the laws (other than conflict of laws provisions) of the State of Texas. Venue for any action under this Restriction 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.

7.6 **Recording.** The parties agree that the SEDC may record this Restriction Agreement in the Official Public Records in the office of the Dallas County Clerk. SEDC agrees to execute and file a release of this Restriction Agreement, or the Restriction, Option, ROFR or other applicable portion of this Restriction Agreement, as appropriate, in said records upon request of Developer after the expiration or termination of this Restriction Agreement, or the Restriction, Option, ROFR, or other applicable portion of this Restriction Agreement.

7.7 **Covenants Run with the Property.** This Restriction Agreement and the restrictions, covenants, and conditions set forth herein are for the purpose of protecting the value and desirability of the Property and accomplishing certain public purposes of the City of Seagoville and, consequently, shall run with the Property and be binding on the Developer and all parties having all right, title, or interest in the Land, in whole or in part, and their heirs, successors and assigns. These covenants, conditions and restrictions shall be for the benefit of SEDC and the City of Seagoville, Texas. This Restriction Agreement is binding upon Developer and each and every subsequent owner, tenant, subtenant, licensee, manager, and occupant of all or any portion of the Property, but only during the term of such party's ownership, tenancy, license, management or occupancy of the Property, for which such party shall remain liable and shall be binding upon and inure to the benefit of SEDC, City, and their successors and assigns. It is expressly understood and agreed that acceptance of title to all or a portion of the Property shall automatically, and without further acknowledgement or confirmation from the owner, constitute such owner's assumption of the obligations of Developer hereunder.

7.8 **Severability.** Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

7.9 **Entire Agreement.** This Agreement and the Economic Development Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no statement, promise, representation or modification hereof or to the Economic Development Agreement by any person, if any, and whether oral or written, shall be binding upon any party.

7.10 **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts; each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

*(Signatures on Following Page)*

**SIGNED AND AGREED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Patrick Stallings, City Manager and  
SEDC Executive Director

**SEDC's Acknowledgment**

**STATE OF TEXAS §**

**§**

**COUNTY OF DALLAS §**

Acknowledged before me, the undersigned authority, this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Patrick Stallings, City Manager and Executive Director of Seagoville Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

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

My Commission expires:  
\_\_\_\_\_

SIGNED AND AGREED on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**KH, LLC**  
**D/B/A KELLY HARRIS COMPANY, LLC**  
**a Texas Limited Liability Company**

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

**Developer's Acknowledgment**

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

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Kelly Harris, [REDACTED] of KH, LLC, d/b/a Kelly Harris Company, LLC, a Texas limited liability company, for and on behalf of said company.

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

My Commission expires:  
\_\_\_\_\_



**Exhibit "B"**

**Copy of  
Economic Development Agreement**

## REAL ESTATE PURCHASE AGREEMENT

This **Real Estate Purchase Agreement** ("Agreement") to buy and sell real property is entered between Seller and Purchaser as of the Effective Date as determined in Section 15(e) below.

**Seller:** Seagoville Economic Development Corporation, a Texas non-profit corporation

**Seller's Address:** Patrick Stallings, City Manager and Executive Director  
Seagoville Economic Development Corporation  
702 N. Highway 175  
Seagoville, Texas 75159  
Facsimile No. (972) 287-3891

**Seller's Attorney:** Alexis G. Allen  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
500 N. Akard, Suite 1800  
Dallas, Texas 75201  
Facsimile: (214) 965-0010  
Phone: (214) 965-9900  
E-mail: aallen@njdhs.com

**Purchaser:** Kelly Harris Company, a Texas Limited Liability Company  
**Purchaser's Address:** 1026 FM 660  
Ferris, Texas 75125  
Phone: (214) 926-7721

**Purchaser's Attorney**

**Property:** 1.0± acre tract of land out of Lot 3, Block A, Best Western/Seagoville Addition, an addition to the City of Seagoville, Dallas County, Texas, according to the plat thereof recorded in volume 99125, Page 40, Deed Records, Dallas County, Texas the boundaries of which are generally depicted on Exhibit "A," attached hereto and incorporated herein by reference; together with all right, title and interest of Seller, if any, in and to any (i) strips and gores between said tract and abutting properties, (ii) land lying in or under the bed of adjacent streets, alleys, roads or rights of way, (iii) easements or rights of way appurtenant to or otherwise benefiting said tract, (iv) utility capacities, commitments, reservations and other rights and capacities (including but not limited to storm water detention rights) related to said tract, (v) all permits and approvals relating to said tract, (vi) all development rights relating to said tract, (vii) all rights to credits, refunds and reimbursements associated with said tract, (viii) all water and drainage

rights associated with said tract, (ix) all reversionary rights related to said tract, and (x) all other rights and appurtenances of any kind related to said tract.

**Restriction Agreement:** That certain Restriction Agreement by and between Seller and Purchaser, the form of which is attached hereto as Exhibit "B," subject, however, to such modifications as may be reasonably requested by any lender providing financing with respect to the Property, provided such modifications do not require Seller subordinate its rights under the Restriction Agreement to such lender.

**Economic Development Agreement:** That certain *Economic Development Agreement* between the between Seller and Purchaser, the form of which is attached hereto as Exhibit "C," relating to the development by Purchaser of the Property.

**Title Company:**

**Inspection Period:** The period commencing on the Effective Date and ending

**Earnest Money:** None

**Option Fee:** \$100.00 (which amount shall be paid directly to Seller upon delivery of the signed Agreement, shall be non-refundable, except as may be otherwise expressly provided in this Agreement, but which shall be applied to the Purchase Price.)

**Closing Date:** \_\_\_\_\_, or such earlier date mutually agreed to by the Parties in writing.

**Purchase Grant:** An economic development incentive grant paid by Seller to offset the cost of construction of the Infrastructure as defined in the Economic Development Agreements and to be credited to the Purchase Price at Closing, being an amount equal to the Purchase Price less \$1,000.00.

**Purchase Price:** One Hundred and Nine Thousand Dollars (\$109,000.00) and the Purchase Grant.

**WHEREAS,** Seller has adopted programs for promoting economic development; and

**WHEREAS,** the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (the "Act"), authorizes Seller to provide economic development grants for the

creation and retention of primary jobs, and for infrastructure suitable for new or expanded business enterprises; and

**WHEREAS**, in consideration of the Economic Development Agreements, Purchaser has agreed to develop and construct Improvements on the Property for commercial, retail, and restaurant uses; and

**WHEREAS**, Purchaser has advised Seller that a contributing factor that would induce Purchaser to purchase the Property and construct the Improvements (as defined in the Economic Development Agreements) would be an agreement by Seller to provide the Purchase Grant; and

**WHEREAS**, Seller has determined that the Purchase Grant is required or suitable to promote or develop new or expanded business enterprises and will create and/or retain Primary Jobs (as defined in the Economic Development Agreement) and constitutes a "project," as that term is defined in the Act; and

**WHEREAS**, Seller has determined that making the Purchase Grant to Purchaser in accordance with this Agreement will further the objectives of Seller, will benefit the City of Seagoville and its inhabitants and will promote local economic development and stimulate business and commercial activity in the City of Seagoville;

**NOW, THEREFORE**, in consideration of the sum of the payment of the Purchase Price and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Purchaser agree as follows:

1. **Sale and Purchase**. Seller agrees to sell, and Purchaser agrees to purchase, the Property as provided in this Agreement for the Purchase Price and subject to additional consideration set forth in this Agreement. Seller and Purchaser are sometimes collectively referred to herein as the "Parties" and each of the Parties is sometimes singularly referred to herein as a "Party".

2. **Title, Survey, and Environmental Reports**.

(a) Not later than ten (10) days after the Effective Date, Seller shall, at Seller's expense, deliver to Purchaser:

(i) a current commitment for an Owner's Policy of Title Insurance for the Property from the Title Company issued to Purchaser in the amount of the Purchase Price, setting forth the state of title to the Property together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title;

(ii) legible copies of all documents referenced in the Title Commitment;

(iii) any environmental or geotechnical studies or reports that Seller may have in its possession or that are available to Seller as of the Effective Date with respect to the Property;

(iv) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years;

(v) the most recent survey and plat of the Property that Seller has in its possession or that may be available to Seller. Seller shall not be required to obtain a new survey of the Property at Seller's expense;

(vi) notices or other documents regarding any uncured violation of applicable laws, rules, regulations, codes or ordinances regarding the Property, or relating to any actual or claimed existence, release or disposal of any toxic or hazardous substance or waste in, upon or affecting the Property, or relating to any pending or threatened litigation affecting the Property; and

(vii) any other documents or information in Seller's possession or control relating to the Property which may be reasonably requested by Purchaser.

(b) Purchaser shall, not later than ten (10) days after Purchaser's receipt of the Title Commitment, notify Seller and Title Company of any objections to the Survey (or Updated Survey, as the case may be) or Title Commitment related to the Property. If there are objections by Purchaser, Seller shall in good faith attempt to satisfy them prior to Closing, but Seller shall not be required to incur any cost to do so. If Seller delivers written notice to Purchaser not later than the fifth (5th) calendar day after Seller's receipt of Purchaser's objections that Seller is unable to satisfy such objections, Purchaser may either (i) waive such objections and accept title as Seller is able to convey or terminate this Agreement by written notice to Seller and the Title Company prior to the expiration of the Inspection Period or (ii) elect to extend the Closing Date, not to exceed an additional sixty (60) days, in order to provide Seller additional time to cure the objections. If Purchaser elects to extend the Closing Date, and Seller fails to cure the objection within such period, Purchaser may either waive the objection and proceed to Closing, or terminate this Agreement without further liability to either Party.

### 3. **Inspection Period.**

(a) During the Inspection Period, Purchaser and its agents, contractors, representatives, consultants or employees shall have the right to enter upon the Property during regular business hours upon reasonable notice and conduct such inspections, tests and studies as they may deem necessary. If for any reason or no reason Purchaser determines not to purchase the Property, Purchaser may terminate this Agreement by notifying Seller and Title Company in writing prior to the expiration of the Inspection Period. In such event, neither Party shall have any further claim against the other under this Agreement. If Purchaser does not timely terminate this Agreement under this Section 3, it shall have no further right to do so under this Section 3; and Purchaser shall have waived its right to terminate this Agreement within the Inspection Period.

(b) Purchaser may enter the Property to conduct its inspection, but shall be solely responsible for any damages caused thereby. Purchaser shall repair any damage to the Property it causes or that is caused by its agents, contractors, representatives, consultants or employees, and shall indemnify and defend Seller and hold Seller harmless from and against any and all claims, liabilities or damages to the Property or against Seller caused by the intentional or negligent acts

or omissions of Purchaser and/or Purchaser's authorized agents, contractors, representatives, consultants or employees during the Inspection Period or as a result of any inspection of the Property by such parties; provided, that no indemnity shall be required for Purchaser's discovery of any violations of any applicable law, statute, rule, regulation, code or ordinance during such inspection, or discovery of any pre-existing conditions present at the Property.

(c) The provisions of this Section 3 shall expressly survive any termination of this Agreement or the Closing for a period of six (6) months.

4. **Closing Date.** The closing of the sale of the Property shall occur on the Closing Date at the Title Company, or at such other time as may be agreeable to the Parties.

5. **Closing Deliverables.**

(a) At the Closing, Seller shall deliver to the Title Company:

(i) a special warranty deed in form and substance reasonably acceptable to Seller and Purchaser, conveying good and indefeasible title to the Property to Purchaser, free and clear of any and all encumbrances except the Permitted Exceptions, excluding the mineral rights, such mineral rights being reserved by Seller;

(ii) such documents as may be reasonably required by the Title Company in order to cause the Title Company to issue a Texas Owner's Policy of Title Insurance (or equivalent) in the amount of the Purchase Price, insuring such title to the Purchaser, at Seller's expense;

(iii) the Restriction Agreement duly executed by Seller; and

(iv) possession of the Property, free of parties in possession.

(b) At the Closing, Purchaser shall deliver to Seller through the Title Company:

(i) the Purchase Price;

(ii) the Restriction Agreement duly executed by Purchaser; and

(iii) such other documents as may be reasonably required by the Title Company to close the contemplated transaction.

6. **Taxes.** Purchaser understands and acknowledges that the Property is presently exempt from the assessment of ad valorem taxes, which status will change upon conveyance of the Property to Purchaser. Seller shall not be responsible for payment of property taxes assessed against the Property for periods after the date of Closing, if any become due and payable.

7. **Closing Costs.**

(a) Seller hereby agrees to pay and be responsible for all costs and expenses incurred by or on behalf of Seller relating to the release of liens and other matters affecting title to

the Property which Seller is obligated to cure and which are not otherwise Permitted Exceptions and Seller's attorney's fees.

- (b) Purchaser hereby agrees to pay and be responsible for the following closing costs:
  - (i) all of the Title Company's escrow fees;
  - (ii) all costs and expenses incurred by or on behalf of Purchaser, including Purchaser's attorneys' fees;
  - (iii) all premiums and fees for the basic Owner's Policy of Title Insurance, any optional endorsements, deletions and amendments thereto, and all costs related to issuance of any mortgagee's title policy, if any;
  - (iv) recording fees for the special warranty deed, the Restriction Agreement, and any other documents to be recorded at Closing except for those for which Seller is responsible for recording; and
  - (v) such other incidental costs and fees customarily paid for closing transactions of a similar nature to the transaction contemplated herein.

8. **Conditions to Closing.**

(a) The Parties' respective obligations to close on the purchase of the Property shall be conditioned upon and subject to the following:

(1) Purchaser and Seller having duly executed the Restriction Agreement and Economic Development Incentive Agreement;

(2) The zoning of the Property being amended, if necessary, such that Purchaser may develop and use the Property for the Required Use as defined in the Restriction Agreement. If the Property is not zoned for such use as of the Effective Date, Seller agrees that Purchaser shall have the right to file an application with the City of Seagoville to seek an amendment to the zoning regulations affecting the Property to allow the Property to be used for the Required Use. Seller agrees to reasonably cooperate with Purchaser in the application for any zoning amendment requested by Purchaser and shall execute all necessary and appropriate instruments as owner of the Property. The application for rezoning the Property shall be made in the name of either Seller or Purchaser as required under governing law;

(3) The Property being replatted in accordance with applicable provisions of the City of Seagoville Subdivision Ordinance, as amended, so that the lot boundaries are generally as shown on Exhibit "A" and it constitutes one or more defined lots as determined by Purchaser. Seller agrees to reasonably cooperate and participate with Purchaser in the prosecution of any plat application for the replat of the Property so that the Property is identified as one or more separate and distinct lots as determined by Purchaser;

(4) There shall be no pending, threatened, or existing moratorium, action, or proceeding against Seller or the Property before any court or governmental authority that would

prohibit or inhibit Purchaser from obtaining utility services or building permits and development approvals, or that would prevent, prohibit, delay, or inhibit the construction and development or operation of the Property by Purchaser;

(5) The Title Company shall be irrevocably committed to issue to Purchaser an Owner's Policy of Title Insurance on the Title Company's standard current form, in the amount of the Purchase Price, subject to no exceptions other than the Permitted Exceptions; and

(6) Seller's representations and warranties set forth herein shall, to the best of Seller's knowledge and belief, be true, correct, and complete and not intentionally misleading in any material respect as of Closing.

(b) If the conditions set forth in Paragraph (a)(2) and/or (a)(3) above have not been satisfied on or before the end of the Inspection Period, the Inspection Period shall be automatically extended for a period of thirty (30) days.

(c) If the conditions set forth in Paragraph (a)(2) and/or (a)(3) above have not been satisfied on or before the end of the Inspection Period, as so extended pursuant to Paragraph (b) above, the Inspection Period shall be automatically extended for an additional period of thirty (30) days.

(d) If the conditions set forth in Paragraph (a)(2) and/or (a)(3) have still not been approved by the end of the Inspection Period, as extended pursuant to Paragraph (c) above, then Seller, at Seller's sole option, may, by written notice to Purchaser on the last day of the Inspection Period, either (i) extend the Closing Date for an additional thirty (30) day period, (ii) waive the condition and proceed to Closing, or (iii) terminate this Agreement.

(e) If the Closing Date is extended for the additional thirty (30) day period pursuant to Paragraph (d) above, and at the end of such thirty (30) day period, the conditions set forth in Paragraph (a)(2) and/or (a)(3) above remain unsatisfied, then either Party may by written notice delivered to the other Party not later than the third (3rd) business day following the end of such thirty (30) day period, terminate this Agreement; provided, if neither Seller nor Purchaser so terminates this Agreement, the Parties shall be deemed to have waived the unsatisfied condition and shall proceed to Closing.

9. **Permitted Exceptions.** Purchaser acknowledges and agrees that the Property will be conveyed by Seller at closing subject to the Restriction Agreement and that the special warranty deed shall contain reference to same. The (i) lien for current taxes not yet due and payable, (ii) the Restriction Agreement, and (iii) appropriate matters appearing on Schedule B of the Title Commitment that were not cured and to which Purchaser failed to object or otherwise waived objection shall be deemed to be Permitted Exceptions. Notwithstanding anything to the contrary herein, as a condition of Closing, Seller must resolve at Seller's sole cost the items that are listed on Schedule C of the Title Commitment which are by their nature Seller's responsibility, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Agreement, and use due diligence to cure the title and survey objections that Seller has agreed to cure.

10. **Representations and Covenants.** Seller represents and covenants that: (a) it has authority to enter into this Agreement, and that this Agreement represents the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms; (b) no other person has any interests in or claims against the Property (other than as reflected by the Title Commitment); (c) except as may be set forth in the documents delivered by Seller to Purchaser pursuant to Section 2(a), it has no actual knowledge of any uncured violation of applicable laws, rules, regulations, codes or ordinances with respect to the Property, nor of any existence, release or disposal of any toxic or hazardous substance or waste upon or affecting the Property, nor of any pending or threatened litigation affecting the Property; and (d) it will not hereafter encumber the Property, or take any other action with respect to the Property which Seller knows will materially adversely affect the development, lease or other transactions contemplated by this Agreement. Purchaser represents that it has authority to enter into this Agreement and that this Agreement represents the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms. The only representations made by any Party concerning the Property and this Agreement are as set out in this Section 10. The representations set forth in this Section 10 shall survive Closing.

11. **Property Sold As Is.**

(a) Purchaser hereby acknowledges and agrees that the sale of the Property hereunder is and will be made on an "as is, where is and with all faults" basis. The occurrence of Closing shall constitute an acknowledgment by Purchaser that the Property was accepted without representation or warranty, express or implied (except as otherwise specifically set forth herein and except for the special warranties of title set forth in the special warranty deed).

(b) Except as otherwise specifically set forth in this Agreement and except for the special warranties of title set forth in the special warranty deed, Seller hereby specifically negates and disclaims any representations, warranties or guarantees of any kind or character, whether express or implied, oral or written, past, present, future or otherwise, of, as to, concerning or with respect to the Property, including without limitation (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which Purchaser may elect to conduct thereon, (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or any other matter relating in any way to the Property, (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other authority or body, (iv) the existence of any toxic or hazardous substance or waste in, on, under the surface of or about the Property, (v) geological conditions, including, without limitation, archaeological, anthropological, or environmental (endangered species), subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and faulting, (vi) whether or not and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, floodplain, floodway or special flood hazard, (vii) drainage, (viii) zoning or land use restrictions rules and regulations to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas, electric and telecommunications and including the utility availability capacities allocated to the Property by the relevant governmental or regulatory authority, (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii)

the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, durability, structural integrity, operation, leasing, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the potential for further development of the Property, or (xiv) the merchantability of the Property or fitness of the Property for any particular purpose (Purchaser affirming that Purchaser has not relied on Seller's skill or judgment to select or furnish the Property for any particular purpose, and that Seller makes no warranty that the Property is fit for any particular purpose).

(c) Purchaser agrees that, prior to the expiration of the Inspection Period, it will have the opportunity to examine and investigate the Property and that, in purchasing the Property, Purchaser will rely solely upon its independent examination, study, inspection and knowledge of the Property, and Purchaser is relying solely upon its own examination, study, inspection, and, except for representations and warranties specifically set forth herein and, except for the special warranties of title set forth in the special warranty deed, knowledge of the Property and Purchaser's determination of the value of the Property and uses to which the Property may be put, and not on any information provided or to be provided by Seller.

(d) The provisions of this Section 11 shall survive the termination of this Agreement and the Closing.

12. **Reservation of Minerals; Waiver of Surface Rights.** Purchaser agrees that Seller, for itself and its successors and assigns, as their interests may appear, reserves from this conveyance unto Seller all oil, gas and other minerals owned by Seller located in and under and that may be produced from the Property to the extent not reserved by prior grantors. The following language regarding Seller's reservation of minerals and waiver of surface rights shall be included in substance in the special warranty deed:

"There is hereby reserved for Grantor and Grantor's successors and assigns, all of Grantor's interest in the oil and gas minerals that are in, on and under the Property and that may be produced from it ("Grantor's Mineral Interest"). Grantor hereby agrees that no wells will be drilled on the surface of the Property, and no facilities of any kind (including, but not limited to, roads, pipelines, flow lines, electric power lines, tank batteries or treaters) will be placed on the surface of the Property by Grantor or by any other third party acting pursuant to Grantor's consent or authority; provided, that such facilities are permitted at levels below 1,000 feet below the surface of the Property to the extent that such facilities do not, in any manner whatsoever, interfere with the surface or subsurface support of the surface of the Property, including any improvements thereon. Grantor further hereby agrees that Grantor shall not have the right to use the surface of the Property and Grantor hereby waives all rights to use the surface of the Property for any purpose, including, but not limited to the right of ingress and egress upon, across and over the surface of any of the Property for the purpose of mining, drilling, accessing, exploring, operating, treating, transporting or developing the Grantor's Mineral Interest or performing seismic or other testing on the Property; provided, however, nothing herein contained shall be construed as waiving or preventing Grantor from

exploring for, developing or producing the Grantor's Mineral Interest or lands pooled or unitized therewith, by pooling, by directional or horizontal drilling (including, without limitation, fracturing and other completion techniques) under the Property from surface sites located on tracts other than the Property or by any other method that does not require ingress, egress or use of the surface of the Property; provided further, however, that the well bore for any oil or gas well or any other equipment that enters the subsurface of the Property shall be and remain at a depth of at least 1,000 feet below the surface of the Property; provided, however, that those operations shall in no manner interfere with the surface or subsurface support of the Property, including any improvements thereon."

13. **Remedies.** If Purchaser defaults, Seller's sole remedy under this Agreement shall be to terminate this Agreement and retain the Option Fee. If Seller defaults, Purchaser's sole remedy shall be to terminate this Agreement and obtain a refund of the Option Fee (and receive reimbursement from Seller for any due diligence costs, legal fees and expenses, or other out of pocket costs incurred by Purchaser after the Effective Date of this Agreement in connection with this Agreement or the Property, not to exceed in the aggregate, however, \$50,000). No termination shall occur pursuant to a default until the non-defaulting Party has provided written notice of default not less than ten (10) days prior to the proposed date of termination and the defaulting Party has failed to cure the default. The remedies granted herein are independent of any remedies which may be available to the parties under the Economic Development Agreements.

14. **Notices.** Notices must be in writing and may be hand delivered and/or mailed by certified mail with return receipt requested, or sent by facsimile transmission, to the addresses stated above. Notice given by delivery service shall be effective upon receipt at the address of the addressee; notice given by mail shall be effective upon earlier of actual receipt or three (3) days after placing the notice in a receptacle of the United States Postal Service, postage prepaid and properly addressed, and notice sent by facsimile transmission shall be effective upon electronic confirmation of receipt. In addition, copies of notices shall be provided to the Party's attorney at the addresses indicated above.

15. **Miscellaneous.** This Agreement is subject to the following additional provisions and conditions:

(a) *Entireties.* This Agreement, the Restriction Agreement, and the Economic Development Agreements contain the entire agreement of the Parties pertaining to the purchase, sale, and development of the Property.

(b) *Modifications.* This Agreement may only be modified by a written document signed by both Parties.

(c) *Assignment.* Purchaser may not assign its rights under this Agreement, except (i) to any entity controlling, controlled by, or under common control with, Purchaser, or (ii) to any person or entity with the express written consent of Seller (which consent shall not be unreasonably withheld).

(d) *Time is of the Essence.* Time is of the essence with respect to the performance by the Parties of their respective obligations hereunder.

(e) *Effective Date.* The Effective Date of this Agreement shall be the last date on which the authorized representatives of all Parties have signed this Agreement, and the Title Company has acknowledged in writing its receipt of this Agreement as so signed.

(f) *Non-Business Day.* If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, federal holiday, or a day on which Seller's main offices are not open for regular business, then the end of such period shall be extended to the next day that is not one of the foregoing described days.

(g) *Zoning.* Seller assumes no obligation to change the current zoning on the Property, but will reasonably cooperate in effecting such changes as set forth in Section 8(a)(3) above.

(h) *Brokers.* The Parties represent and warrant that they have not worked with any broker relative to this transaction and that no brokerage commission is due and payable upon the Closing. To the extent allowed by law, each Party shall indemnify each other from any claim for brokers' commissions relative to the sale of the property and alleged to be due by, through or under the indemnifying Party.

(i) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(j) *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 the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(k) *Law Governing.* This Agreement shall be construed under and in accordance with the laws of the State of Texas; and venue for any action arising from 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 in any such action.

(l) *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.

(m) *Employment of Undocumented Workers.* Purchaser understands, acknowledges, and agrees that Seller is off-setting a portion of the Purchase Price with an economic development grant in the form of the Purchase Grant. During the term of this Agreement, and for a period of five (5) years after the Closing and conveyance of the Property to Purchaser, Purchaser agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Purchaser shall pay the amount of the Purchase Grant and any other funds

received by Purchaser from Seller as of the date of such violation within 120 days after the date Purchaser is notified by Seller of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. Purchaser is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Purchaser or by a person with whom Purchaser contracts. This Section 15(m) shall survive the Closing.

**(Signatures on Following Page)**

**SIGNED AND AGREED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Seller:**

**Seagoville Economic Development Corporation,**  
a Texas non-profit economic development  
corporation

By: \_\_\_\_\_  
Patrick Stallings, City Manager and  
Executive Director

**SIGNED AND AGREED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Purchaser:**

**Kelly Harris Company**  
a Texas Limited Liability Company

By: \_\_\_\_\_  
Kelly Harris, \_\_\_\_\_

**RECEIPT OF CONTRACT**

Title Company acknowledges receipt of a copy of this Agreement executed by both Seller  
and Purchaser on the \_\_\_ day of \_\_\_\_\_, 2018.

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

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

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



**Exhibit "B"**  
**Restriction Agreement**

**Exhibit C**  
**Economic Development Agreement**

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

**MEETING DATE: July 2, 2018**

### **ITEM DESCRIPTION**

Conduct a public hearing to discuss a zoning request to amend the existing Planned Development (PD-13-01-A1) zoning to increase the number and type of permitted uses within the Planned Development on 114 acres on the north side of U.S. Highway 175 westbound service road between F.M. 1389 and Martin Lane.

### **BACKGROUND OF ISSUE:**

About 44 acres of the land is currently used for Seagoville Trade Days parking lot, vendors, and animal confinements. The rest of the land is vacant (undeveloped) and/or is in the floodplain of the East Fork of the Trinity River.

The land was annexed into the city limits of Seagoville on May 14, 2012. The initial planned development (PD) was approved by City Council on April 1, 2013, by Ordinance 04-13. The first amendment to the PD was adopted by City Council in January 2016 by Ordinance 01-16. That version of the planned development is recognized as PD-13-01A.

This application request is for a second amendment to the PD. As with all planned development amendments and zoning changes, the request will require review and recommendation by the Planning & Zoning Commission as well as final approval by the City Council.

The existing zoning, land uses, and relevant portions of the City's comprehensive plan are each referenced in the attached staff report. The report also provides a recommendation from Staff on whether the P&Z and City Council should deny or approve the applicant's request.

### **FINANCIAL IMPACT:**

The expansion of uses will hopefully bring more people to the flea market site. Part of the uses included in the expanded list are already being requested by various current visitors to the flea market who didn't realize the amount of space and other activities available on-site.

No city funds will be used for the development of this project.

### **PLANNING AND ZONING COMMISSION RECOMMENDATION:**

The Commission voted 5 to 1 in favor of recommending the **APPROVAL** of the request to

amend the current planned development at 14064 Highway 175 (a/k/a Lots 1 through 3 Block A of Sudduth Addition) to increase the number of permitted uses on the subject parcels.

Additionally, because of the number and types of expanded uses and the related discussion of when these uses may occur, the Commission voted 6 to 0 in favor of recommending the **APPROVAL** for increasing the number of hours the operation could be open to the public from Friday through Sunday of every weekend to Wednesday through Sunday of every week. This was not part of the submitted application, but something that the Planning & Zoning Commission felt made sense to approve at this time rather than having the applicants return to ask for an amendment to the PD just to expand the hours of operation due to public demand for access to the facilities at times outside the currently approved times.

If approved, this version of the planned development should be recognized as **PD-13-01-A2**. (The second amendment to the planned development initially approved as the first planned development in 2013.)

**EXHIBITS:** Each of the following are set for printing on letter-sized paper unless otherwise listed.

- A. Staff Report (5 pages)
- B. 2017 aerial photograph from Kaufman-CAD website
- C. Kaufman County Map Book page 87 (Grid number 22C) from Kaufman Co. GIS website
- D. Zoning application (4 pages)
- E. List of Property Owners within 200 feet of boundary of subject parcels
- F. Floodplain map from Kaufman-CAD website
- G. Sudduth Addition plat
- H. Copy of Ordinance 04-13 (initial Planned Development ordinance; 13 pages)
- I. Copy of Ordinance 01-16 (ordinance of first amendment to Planned Development; 13 pages)



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

**DATE:** JULY 2, 2018  
**AUTHOR:** JENNIFER BONNER, JUNIOR PLANNER  
**APPLICANTS:** JAMES SUDDUTH & BRANDON BAKER OF SEAGOVILLE TRADE DAYS  
**PARCELS:** 010392, 015940, 016040, AND 188004 IN KAUFMAN CO.  
**LOCATION:** 1706 SOUTH HIGHWAY 175

**REQUEST SUMMARY:**

The applicant is requesting that Planned Development for the four (4) subject parcels (under the green stars outlined in purple in the map) be adjusted to increase the number of permitted uses. The land was annexed into Seagoville in May 2012.

The initial planned development (PD) was approved by City Council on April 1, 2013 (Exhibit J). The first amendment to the PD was adopted by Ordinance 16-01 (Exhibit K). This application is for the second amendment to the PD.

A copy of the amended concept plan for the planned development is attached as Exhibit L.



**REQUEST LOCATION:** Inside City

SIZE OF PROJECT	EXISTING ZONING	SURROUNDING ZONING	EXISTING LAND USE	SURROUNDING LAND USE
Over 114 acres	PD, Planned Development with base zoning of AG on Lot 1 and base zoning of C on Lots 2 & 3	Northwest: R-2, Single Family Residential Southwest: AG, Agriculture Northeast: R-2, Single Family Residential Southeast: Out of City (Kaufman Co.)	Low Density Residential	Northwest: Low Density Residential Southwest: Low Density Residential Northeast: Low Density Residential Southeast: Low Density Residential

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

The Commission voted 5 to 1 in favor of recommending the **APPROVAL** of the request to amend the current planned development at 1706 Highway 175 (a/k/a Lots 1 through 3 Block A of Sudduth Addition) to increase the number of permitted uses on the subject parcels.

Additionally, because of the number and types of expanded uses and the related discussion of when these uses may occur, the Commission voted 6 to 0 in favor of recommending the **APPROVAL** for increasing the number of hours the operation could be open to the public from Friday through Sunday of every weekend to Wednesday through Sunday of every week. This was not part of the submitted application, but something that the Planning & Zoning Commission felt made sense to approve at this time rather than having the applicants return to ask for an amendment to the PD just to expand the hours of operation due to public demand for access to the facilities at times outside the currently approved times.

Detailed explanations follow on the attached pages.	
<b>STANDARD:</b>	<b>STAFF ANALYSIS:</b>
Development Calendar (Deadlines)	Has Met
Application(s) Requirements	Has Met
Zoning Code	Has Met

**COMPARISON TO ADOPTED CITY MASTER PLANS**

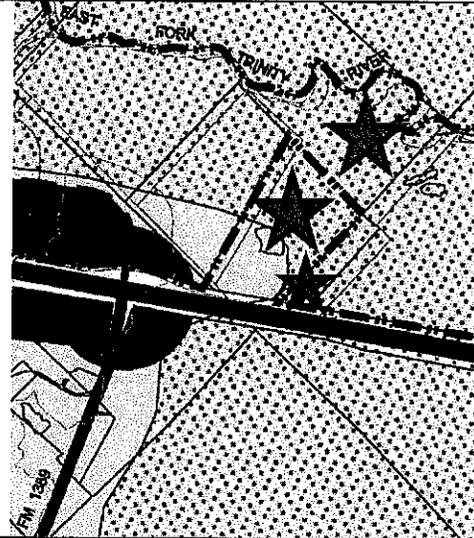
**STAFF ANALYSIS**

**PLAN GOALS OR GUIDELINES**

**2002 Future Land Use Plan and Map**

The lots in the request (3 green stars outlined in purple) are all located south of the East Fork of the Trinity River and most of the land is also in the floodplain (blue-grey spots). The applicant is requesting that the planned development documents be adjusted to increase the number and type of permitted uses within the property. The land use types are Low Density Residential (yellow color). Properties farther to the west are shown on the map to become some sort of Commercial (red color). One of the four subject parcels were outside the city limits of Seagoville (black dashed line) at the time this map was created in 2002. The property was annexed into Seagoville in May 2012. The initial planned development was approved adopted by Ordinance 04-13 and later amended by Ordinance 01-16. Copies of both ordinances are attached in Exhibits J and K.

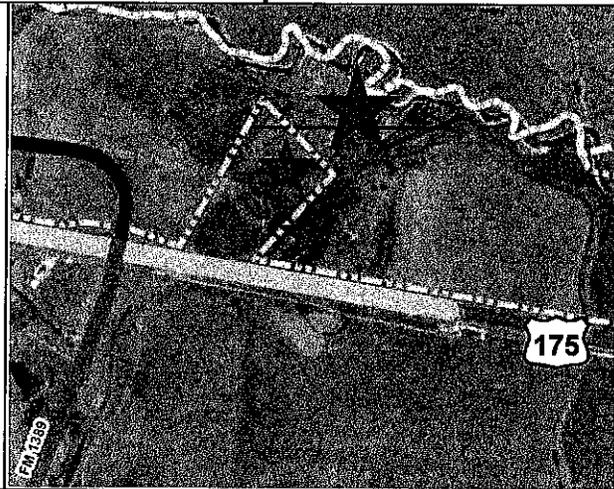
Meets Standard



**2009 Master Thoroughfare Plan and Map**

The lots in the request (3 green stars outlined in purple) only have access to the Highway 175 northwest-bound service road. Sufficient road right-of-way has previously been dedicated so no additional right-of-way will be required with the development of these lots. One of the four subject parcels were outside the city limits of Seagoville (yellow dashed line) at the time this map was created in 2002. The property was annexed into Seagoville in May 2012.

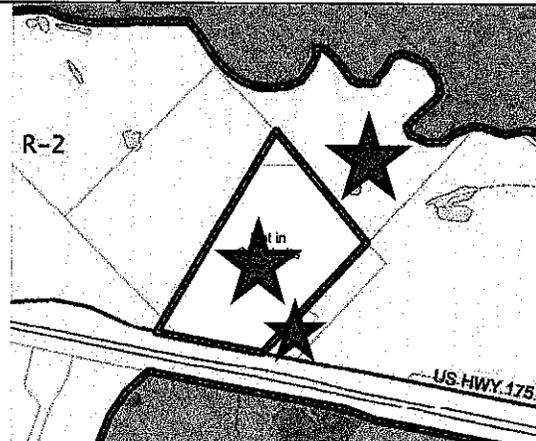
Meets Standard



**2009 Zoning Plan and Map**

The lots in the request (3 green stars outlined in purple) are located about 1130-feet east of the intersection of the Highway 175 with F.M. 1389. The applicant is requesting that the planned development documents be adjusted to increase the number and type of permitted uses within the development. The area across Highway 175 is zoned Agriculture in the light green color. The properties surrounding the subject parcels and north of Highway 175 are all zoned R-2, Residential Single Family.

Meets Standard



Municipal Code §§25.02.531-537 provides criteria to be met for planned developments to be approved. There are no review criteria for reviewing applications for zoning changes. Jr. Planner Jennifer Bonner has seen criteria very similar to those below used in other cities. She has listed these to help the City Council determine if this request should be approved or denied.

REVIEW CRITERIA	STAFF ANALYSIS	
1. Will the development provide for a superior design of the lots or buildings?	No	Neither the lots or buildings will be of a superior design. However, the innovative arrangement of the buildings by placing similar uses closer together while placing dissimilar uses farther apart.
2. Will the development or land use provide for increased recreation and open space opportunities for public use and enjoyment?	Yes	The arrangement of the land uses does allow for keeping as much of the floodplain as undeveloped as possible while allowing the use and enjoyment of the natural and open space areas by less intrusive land uses.
3. Will the development or land use provide amenities or features that would be of special benefit to the property users or to the overall community?	Yes	The more intense commercial uses are consolidated into an area with highway visibility but are separated from less intense uses by placing most parking spaces in the middle of the site. Once parked, visitors and guests can participate in a multitude of activities while never having to leave the grounds. While some of the requested new land uses are seasonal, the applicants have generally placed the seasonal activities all in the same area because the activities will occupy the same space but not at the same time.
4. Will the development or land use protect or provide natural amenities and environmental assets?	Yes	Keeping the floodplain undisturbed (neither filled nor otherwise developed) helps prevent potential flooding while providing natural settings for activities such as a petting zoo area, paintball, camping, go cart or BMX tracks, mini golf and ice skating areas.
5. Will the development or land use protect or preserve existing historical buildings, structures, features, or places?	No	There are no identified locations at this time that have been identified for protection or preservation. However, a natural educational center, fossil hunt, and arrow dig sites are proposed activities that may help in the future to identify these types of locations or features on the site.
6. Will the development or land use provide an appropriate balance between the intensity of the development and the ability to provide adequate supporting public facilities and services?	Yes	Since the addition of animals to the Christmas drive-through, there has been interest from both members of the public as well as some school teachers and home school groups to tour and visit the site during the week.
7. Will the development or land use meet or exceed the planned development regulations?	N/A	Since the site is operated on the weekends only, a full site review for compliance has not been completed. The hours of operation are limited to weekends except for certain special seasonal events which are generally limited to certain evening hours. The amendment request in this application will expand the number of permitted uses.
8. Will the use be designated, located, and operated so that the public health, safety, and welfare will be protected?	Yes	The more intense commercial uses are consolidated into an area with highway visibility. Neither public water or sewer are currently available on-site, but there are long-term plans by the City to extend those services to the subject parcels.

**STAFF REPORT  
Z2018-04**

Municipal Code §§25.02.531-537 provides criteria to be met for planned developments to be approved. There are no review criteria for reviewing applications for zoning changes. Jr. Planner Jennifer Bonner has seen criteria very similar to those below used in other cities. She has listed these to help the City Council determine if this request should be approved or denied.

REVIEW CRITERIA	STAFF ANALYSIS	
9. Will the land use be compatible with other area properties located nearby?	Yes	This application is asking to expand the list of permitted uses on the property. The expanded list should follow the same general land use limits as the existing list of land uses.
10. Will the use be in compliance with all of the provisions of the zoning amendments portion of the Municipal Code?	Yes	All requirements for amending the planned development have been met during this application process.
11. Will the use be compliant with all applicable provisions in the Code for the district in which the use is to be located?	No	Since the site is currently operating on the weekends only, a full site review for compliance has not been completed.
12. Will the use facilitate public convenience at that location?	Yes	The service/frontage road for Highway 175 is a 2-lane road with one-way traffic only. There are 3 gates for the site. The first gate allows for 2-lanes of traffic to enter the site. The second gate allows only one lane of traffic and is primarily to enter the site - but the driveway is wide enough to allow limited amounts of exiting traffic also. The third gate at the site allows 2-lanes of traffic for exiting.
13. Will the use conform to off-street parking and loading requirements?	Yes	While the parking lot is not striped for parking spaces, there is room for over 1500 passenger vehicles based on past aerial photographs. Current uses of the site are limited to weekends.
14. Are all of the ingress, egress, and pedestrian ways adequate?	No	The site has not been reviewed or marked for required ingress, egress, sidewalks, parking spaces, handicap spaces, handicap ramps, or pedestrian ways of any kind.
15. Have safeguards limiting noxious or offensive emissions, including light, noise, glare, dust, and odor been addressed?	Yes	The current planned development documents limits the uses to weekends and generally to daylight hours, which naturally limits noxious or offensive emissions of light, noise, dust, glare, and odor.
16. Will the proposed landscaping and screening be compliant with all City regulations?	No	There are no proposed increases in existing landscaping or screening. There are also no proposed increases in fencing.
17. Will the signage be compliant with those portions of the Municipal Code?	N/A	Current signage has not been reviewed for compliance with the sign ordinance. No proposed increase in signage has been asked for at this time.
18. Will all open space(s) be maintained by the owner/developer?	Yes	The current owner/operator of the site will continue to maintain all of the property.
19. Are the size and shape of the site as well as the arrangement of the proposed structure(s) in keeping with the intent of the Code?	Yes	The permanent structures on the site meet all code spacing requirements. The temporary structures erected on the site during the weekends have never been reviewed for compliance with code requirements.

JULY 2, 2018

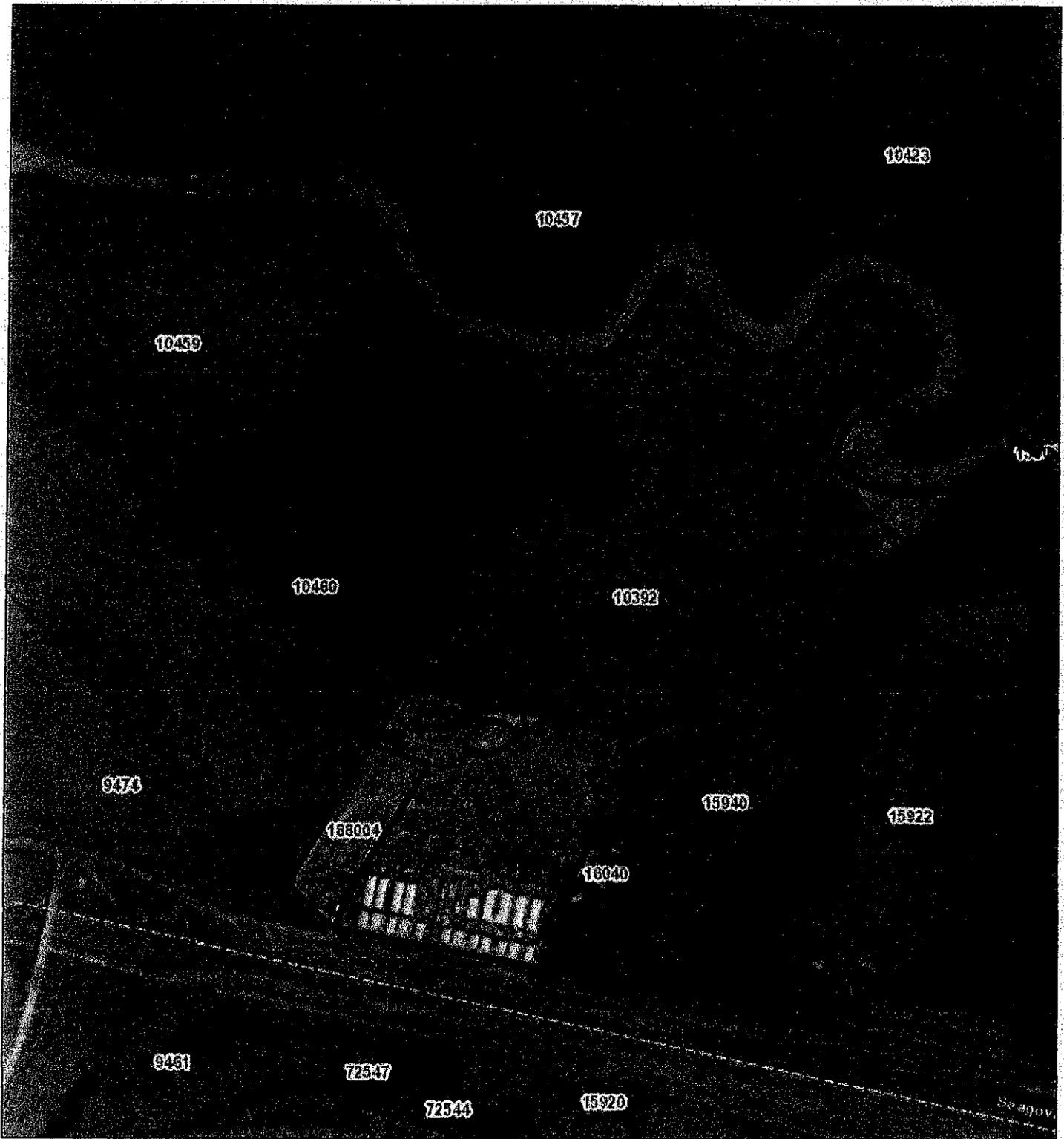
Municipal Code §§25.02.531-537 provides criteria to be met for planned developments to be approved. There are no review criteria for reviewing applications for zoning changes. Jr. Planner Jennifer Bonner has seen criteria very similar to those below used in other cities. She has listed these to help the City Council determine if this request should be approved or denied.

REVIEW CRITERIA	STAFF ANALYSIS	
20. Will granting the permit be authorizing less than the minimum requirements in regards to height, area, setbacks, parking, or landscaping?	N/A	There has been no review of the site for compliance with any of these code items. There has been no submittal to the city staff for a proposed increase in the current quantities or types of any of these.
21. Have the provisions of the existing master thoroughfare plan been met to protect the public interest?	Yes	There is adequate dedicated right-of-way is required along U.S. Highway 175 and its frontage/service road at this time. No additional right-of-way is required.
22. Have the provisions of any existing future land use plan been met to protect the public interest?	Yes	Chapter 5 (Future Land Use) of the 2002 Comprehensive Plan provides suggestions on locations for different types of land use. Generally the more intense commercial uses existing with highway visibility would align with the area shown on the 2002 plans map while the rest of the use would better align with the low density residential areas on the map.
23. Have the provisions of any existing capital improvements plan been met to protect the public interest?	N/A	There currently is no active capital improvement plan. The most recent plan (2008) has completed all improvements, but the pay-off has not yet been finalized.
24. Have the provisions of any community facilities plan been met to protect the public interest?	N/A	Changing the zoning nor amending the planned development concept of the subject parcels is not affected by these chapters of the Plan.
25. Have the provisions of any other adopted document for providing required necessary public facilities been met to protect the public interest?	Yes	Chapter 8 (Public Facilities) of the 2002 Comprehensive Plan addresses municipal facilities primarily. Neither the existing zoning or requested planned development amendment are affected by the Plan.

**Public Comments Received:** As of the date of this report, March 28, 2018, no property owners have responded verbally (by phone) or in writing (copies attached) with comments on the request.

**Other Staff Comments:**

Kaufman County recognizes Lot 1 as having a "hole" in it that belongs with a separate parcel that is actually part of platted Lot 2. This is why the Ownership List (Exhibit G) has 4 subject parcels, but the Planned Development documents only refer to lots 1, 2, and 3.

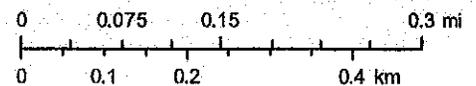


March 19, 2018

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries

1:9,000

Parcels



Esri, HERE, Garmin, © OpenStreetMap contributors, and the GIS user community  
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



Exhibit D

RECEIVED  
FEB 23 2018

BY: AOB



# ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: 3/27/18 City Council: 4/2/18  
DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): 2/21/18 2/7/18

**Application Type:**

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

Name of Subdivision or Project: Seagoville Trade Days

Physical Location of Property: 1706 US 175 Seagoville TX 75159  
[General Location – approximate distance to nearest existing street corner]

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

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

Acreage: 114 Existing Zoning: PD Requested Zoning: PD  
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: James Sudduth Applicant or Owner? (circle one)

Contact Person: James Sudduth Title: Owner

Company Name: Seagoville Trade Days

Street/Mailing Address: 2402 Clover Hill Ln City: Seagoville State: TX Zip: 75159

Phone: (214) 244-3701 Fax: ( ) Email Address: \_\_\_\_\_

Engineer / Representative's Name: Brandon Baker

Contact Person: Brandon Baker Title: Manager

Company Name: Seagoville Trade Days

Street/Mailing Address: 1706 US Hwy 175 City: Seagoville State: TX Zip: 75159

Phone: (214) 763-2369 Fax: ( ) Email Address: Brandon@millenniumwealth.net

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

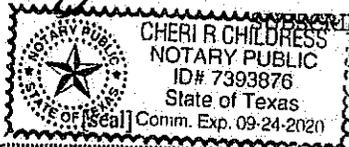
All applications must be COMPLETE before they will be scheduled for P&Z agenda. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that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

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

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

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

Signed: James Sudduth Title: Owner Date: 02/23/2018



Subscribed and sworn to before me, this the 23 day of February, 2018.  
Notary Public in and for the State of Texas: Cheri R. Childress  
My Commission Expires On: 9-24-2020

Office Use Only: Date Rec'd: 2/23/18 Fees Paid: \$ 1500 Check #: 8732 Receipt #: 507109  
Zoning Case # 22018-04 Accepted By: AOB Official Submittal Date: 2/23/18

8%  
LF

City of Seagoville  
This is Your Receipt

02/23/2018 14:53:12 djohnson  
Receipt Number: 507109 10.10.10.88  
Subsys: 0192500000  
ZONING AND PLAT FEES 1500.00 N  
Payee: flea market plan dev. rezone  
Total: 1500.00  
Check 1500.00  
Tender Reference: 8732  
Change Due: .00

Thank You

## Sudduth Planed Development

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### All Current Uses

RECEIVED  
FEB 23 2018  
BY: *AJB*

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### New Uses

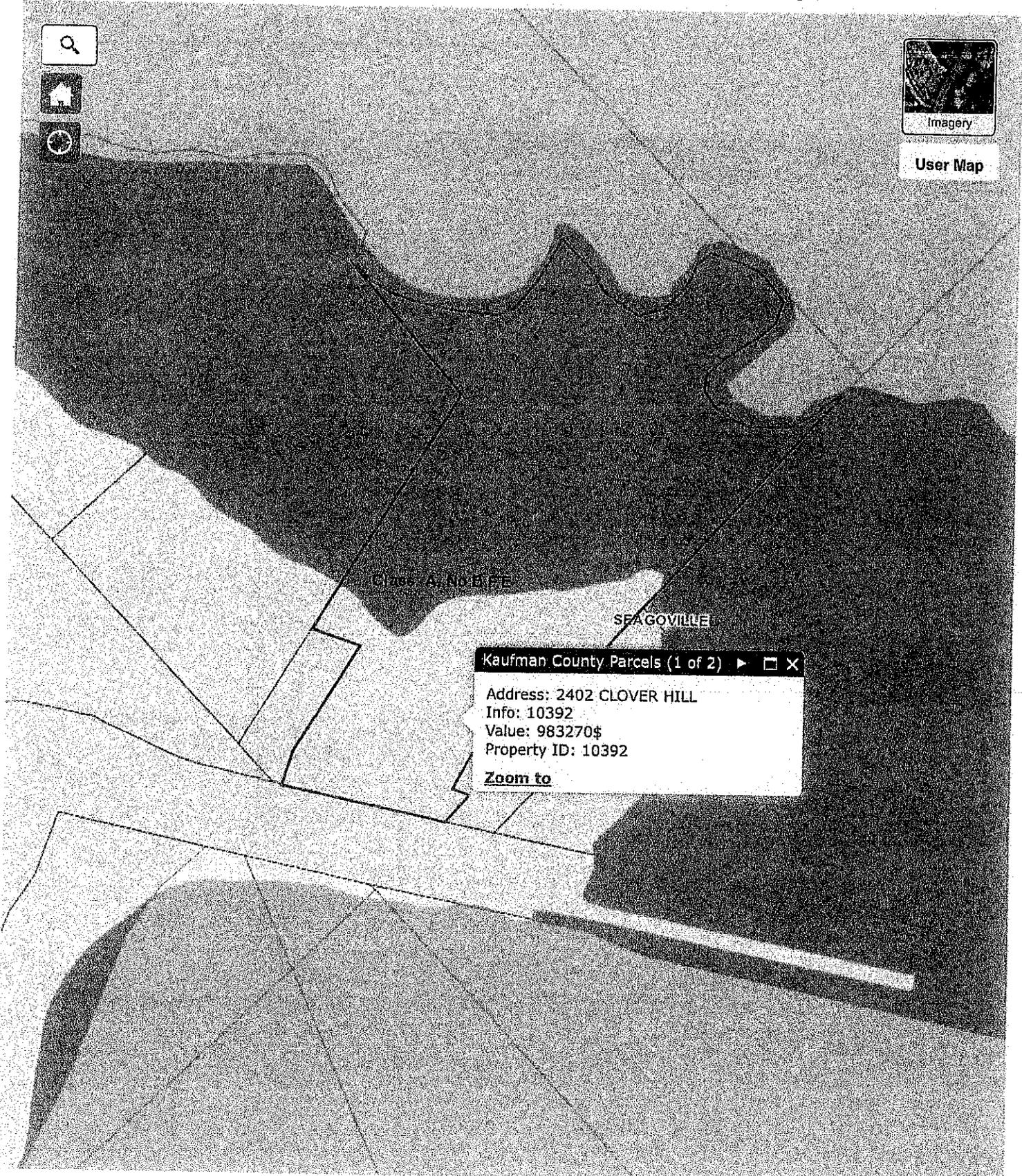
- Amusement rides (Temporary and permanent) Sections A,B,C
- Water Park Sec. A,B,C,D
- Petting Zoo/Educational Center walk through Sec. A,D
- Zoo Sec.A,D
- Fossil/Arrow head dig Sec. A,D
- Haunted House/ Hay Ride/ Zombie Paint Ball Sec. A,D
- Train either track or trackless. Sec A,B,C,D
- Walk around beer Sec. A,B,C,D
- Santa's Country Village Sec. A,D
- Events Center (meetings,weddings,birthdays) Sec. A,B,C
- Hotel/Motel Sec. A,B,C
- Mini Golf Sec. A,C,D
- Ice Skating Sec. A,B,C,D
- Micro Brew Sec. A,B,C
- Paint Ball Sec. A,D
- Game Room (video games, carnival style games) Sec. A,B,C

Wednesday, February 21, 2018

- BMX track Sec. D
- Apple Cannon Sec. A,D
- Bowling Alley Sec A,B,C
- Farmers Market Sec. A,B,C
- Nursery Plant Sales Sec. A,B,C,D
- Kids Mini City Sec. A,B,C
- Camping Sec. D
- RV parking Sec. D
- Go Cart Track Sec. A,D
- Easter Park Sec. A,D
- Concerts Sec. A,B,C,D
- Rodeos Sec. D
- Full service restaurant Sec. A,B,C
- Snake bar Sec. A,B,C
- Gift Shop Sec. A,B,C

**Property Owners List for 1706 South U.S. Highway 175**  
**ZONING REQUEST Z2018-04 by owner James Sudduth and co-applicant Brandon Baker of Seagoville Trade Days**  
 Mailed out a total of 6 letters on Wednesday, March 13, 2018, before 12 noon

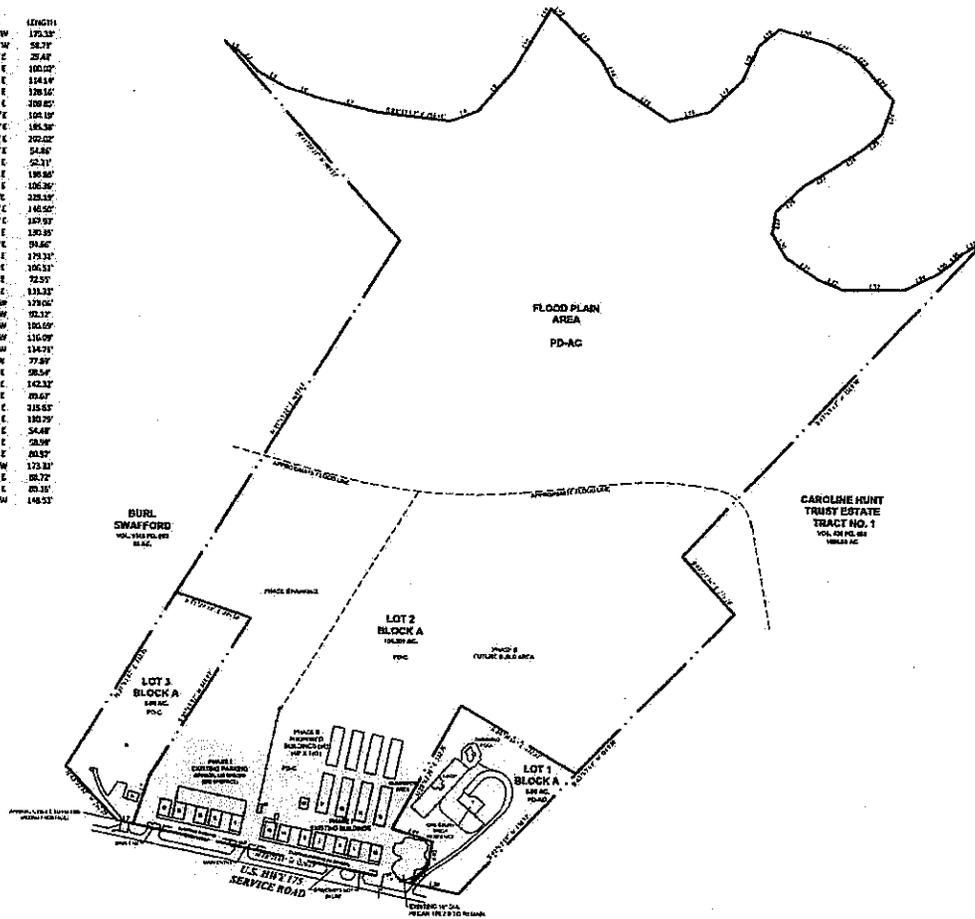
Subject or adjoiner?	Site Address	Owner	Mailing Address 1	Address 2	City	State	Zip
Subject	14046 Highway 175	JAMES & NORMA SUDDUTH	2402 CLOVER HILL		Seagoville	TX	75159
Subject	Highway 175	JAMES & NORMA SUDDUTH	2402 CLOVER HILL		Seagoville	TX	75159
Subject	14046 Highway 175	JAMES & NORMA SUDDUTH	2402 CLOVER HILL		Seagoville	TX	75159
Subject	14046 Highway 175	JAMES & NORMA SUDDUTH	2402 CLOVER HILL		Seagoville	TX	75159
Adjoiner	901 Highway 175	BURL SWAFFORD	901 Highway 175		Seagoville	TX	75159
Adjoiner	9391 FM RD 2757	DOUBLE R LAND CO	1501 ALTA DR		Fort Worth	TX	76107
Adjoiner	Highway 175	BURL SWAFFORD	7110 EUDORA ST		Dallas	TX	75230
Adjoiner	Highway 175	BURL SWAFFORD	7110 EUDORA ST		Dallas	TX	75230
Adjoiner	Highway 175	BURL SWAFFORD	7110 EUDORA ST		Dallas	TX	75230
Adjoiner	Highway 175	DOUBLE R LAND CO	1501 ALTA DR		Fort Worth	TX	76107
Adjoiner	Highway 175	NORTH TEXAS MUNICIPAL WATER DIS	P. O. BOX 2408	505 E BROWN ST	WYLIE	TX	75098



Toggle Controls

ToggleLayers

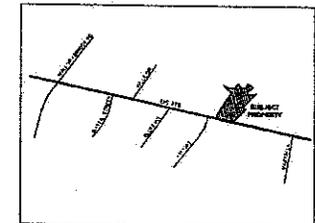
LINE	BEARING	LENGTH
11	S 34°02'00" W	170.33'
12	N 78°01'00" W	58.77'
13	S 64°03'54" E	25.41'
14	S 40°03'28" E	165.00'
15	S 08°21'00" E	124.14'
16	S 78°12'00" E	178.14'
17	S 78°02'27" E	209.40'
18	N 02°04'00" E	108.10'
19	N 42°53'23" E	185.30'
20	N 13°22'28" E	202.02'
21	N 33°00'00" E	54.40'
22	S 42°07'25" E	52.31'
23	S 44°18'54" E	185.90'
24	S 28°07'42" E	106.36'
25	S 30°13'46" E	228.03'
26	N 76°15'00" E	148.50'
27	N 44°52'00" E	147.93'
28	N 28°03'33" E	130.35'
29	N 48°52'00" E	91.40'
30	S 78°02'00" E	171.14'
31	S 62°07'52" E	106.31'
32	S 42°11'28" E	72.50'
33	S 42°17'00" E	133.34'
34	S 34°42'00" W	179.62'
35	S 46°12'00" W	92.12'
36	S 78°02'00" W	106.00'
37	S 78°02'00" W	116.00'
38	S 46°12'00" W	114.71'
39	S 82°01'00" W	77.87'
40	S 88°07'42" E	98.54'
41	S 84°04'00" E	142.12'
42	S 88°54'00" E	89.67'
43	N 82°13'00" E	115.53'
44	N 82°02'00" E	130.77'
45	N 82°02'00" E	54.40'
46	N 42°18'55" E	58.50'
47	N 42°18'55" E	60.50'
48	N 78°02'00" W	172.14'
49	N 44°52'00" E	87.72'
50	N 08°54'00" E	83.31'
51	N 72°53'27" W	148.53'



**SITE INFORMATION**

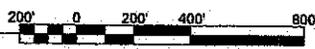
LOT 2 BLOCK A AREA  
 PHASE 1 (14.00 AC) (14.00 AC)  
 PHASE 2 (14.00 AC) (14.00 AC)  
 FLOOD PLAN (14.00 AC) (14.00 AC)  
 LOT 3 BLOCK A AREA  
 LOT 1 BLOCK A AREA

ADDRESS	AREA (SF)	Building Height
A. 1028 S. HWY 175	1,200	1 Story
B. 1045 S. HWY 175	2,400	1 Story
C. 1062 S. HWY 175	2,400	1 Story
D. 1079 S. HWY 175	2,400	1 Story
E. 1096 S. HWY 175	2,400	1 Story
F. 1113 S. HWY 175	2,400	1 Story
G. 1130 S. HWY 175	2,400	1 Story
H. 1147 S. HWY 175	2,400	1 Story
I. 1164 S. HWY 175	2,400	1 Story
J. 1181 S. HWY 175	2,400	1 Story
K. 1198 S. HWY 175	2,400	1 Story
L. 1215 S. HWY 175	2,400	1 Story
M. 1232 S. HWY 175	2,400	1 Story
N. 1249 S. HWY 175, STE. 102	450	1 Story
O. 1266 S. HWY 175, STE. 104	1,200	12' at midpoint
P. 1283 S. HWY 175, STE. 106	5,000	10' at midpoint
Q. 1300 S. HWY 175, STE. 108	5,000	10' at midpoint
R. 1317 S. HWY 175, STE. 110	5,000	10' at midpoint
S. 1334 S. HWY 175, STE. 112	5,000	10' at midpoint
T. 1351 S. HWY 175	5,000	1 Story
U. 1368 S. HWY 175	to be decided	to be decided



VICINITY MAP  
NTS

**CONCEPTUAL PLAN**  
 SCALE: 1" = 200'-00"



EXISTING PRIOR TO ANNEXATION

CURRENT ZONING: AGRICULTURE

DATE	REVISION
12/04/12	added prop. zoning
12/03/12	added prop. bldgs./parking
11/18/12	added heights to table
DATE	REVISION

**Baldwin Associates**  
 3904 Elm Street, Suite B  
 Dallas, Texas 75226 - 214.924.7949

**PROPERTY NAME:**  
 Sudduth Addition  
**PROPERTY OWNER:**  
 James Sudduth  
 2402 Cloverhill  
 Seagoville, TX 75159

**SUDDUTH ADDITION - 114.301 AC**  
 BEING PART OF THE ANDREW NAIL SURVEY,  
 ABSTRACT NO. 355 AND THE D. WILKERSON SURVEY,  
 ABSTRACT NO. 569 KAUFMAN COUNTY, TEXAS

DESIGN BY	DRAWN BY	DATE	SCALE	NOTES
OWNER	A.S.	11/14/12	1:200	

Exhibit G

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS****ORDINANCE NO. 04-13**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, KAUFMAN COUNTY, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, KAUFMAN COUNTY, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM AGRICULTURAL ("AG") TO PLANNED DEVELOPMENT-13-01 (PD-13-01) FOR THE PROPERTY LOCATED AT 1706 SOUTH U.S. HIGHWAY 175, SEAGOVILLE, KAUFMAN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS LOTS 1, 2 AND 3 BLOCK A, OF THE SUDDUTH ADDITION AND BEING LEGALLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE APPROVAL OF THE CONCEPT PLAN ATTACHED AS EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR DEVELOPMENT REGULATIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Planning and Zoning Commission and the governing body of the City of Seagoville, Texas, in compliance with the laws of the State of Texas, and pursuant to the Comprehensive Zoning Ordinance of the City of Seagoville, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that Zoning Application No. PD-13-01 should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, duly passed by the governing body of the City of Seagoville, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning from Agricultural ("AG") to Planned Development-13-01 (PD-13-01), for the property located at 1706 South U. S.

Highway 175, Seagoville, Kaufman County, Texas and being more particularly described as Lots 1, 2 and 3, Block A of the Sudduth Addition and being legally described in Exhibit A, which is attached hereto and incorporated herein.

**SECTION 2.** The property shall be developed and used in accordance with the following regulations:

A. **Purpose.** The purpose of this planned development is to provide for a mixed use development within the Sudduth Addition.

B. The property shall be developed and used only in accordance with the development regulation as set forth within this ordinance and regulations promulgated herein. All development shall be in compliance with all local, state and federal laws and regulations, except as amended herein.

C. **Use and Regulations**

1. The following use and regulations shall be applicable to Lot 1, Block A of the Sudduth Addition:

(a) Single family residence and accessory buildings, as set forth and depicted on the Conceptual Site Plan, which is attached hereto and incorporated herein as Exhibit B, and as provided in Chapter 25, Article 25.02, Division 4, R-1 Single Family District Regulations, and other applicable provisions of Chapter 25, City of Seagoville Code of Ordinances. .

(b) No additional uses, accessory uses or structures are allowed without an amendment to this regulation and ordinance.

2. The following use and regulations shall be applicable to Lot 2, Block A of the Sudduth Addition:

(a) For the purposes of this ordinance, the following definitions shall apply:

(1) *Flea market* shall mean an occasional or periodic market held in an open area or structure where goods are offered for sale to the general public by individual sellers from open or semi-open facilities or temporary structures.

- (2) *Market days* shall mean Friday, Saturday and Sunday from 6:00 am to 6:00 pm. and shall include any federal holidays which fall specifically on Monday.
  - (3) *Special events* shall mean any carnivals, carnival games, rodeos, concerts and/or similar activities not associated with a flea market as defined herein; a live musical performance during market days shall not be included in the definition of concert or special event.
- (b) Shall be developed and used as a flea market, as defined and set forth herein and/or any other allowable Commercial use set forth in the City of Seagoville Zoning Ordinance, Chapter 25, Division 16, *except as specifically prohibited in C.2.(f) below.*
  - (c) The enclosed pavilions or rental spaces currently constructed on said lot shall be maintained in a good condition but may not be enlarged or replaced without an amendment to this regulation and ordinance.
    - (1) Building materials and construction which constitute an amendment to these regulations and ordinance for pavilions shall require:
      - (a) Metal steel exterior
      - (b) Concrete foundation
    - (2) Compliance with local codes for all building codes, fire codes or any other applicable codes shall apply to all existing and new pavilions and rental spaces.
    - (3) Between Suite 1652 and Suite 1710, there shall be an unobstructed driveway and fire lane of twenty four (24) feet as provided in Exhibit B.
    - (4) No flea market customer parking is permitted in front of the buildings adjacent to SH 175, except for loading and unloading goods during specified business.
    - (5) Vendor spaces shall be a minimum of 10' by 10'.
  - (d) Eight (8) concrete pads, measuring 18 X 24 feet, may be constructed and maintained without permanent walls and roof. Said pad may be covered with non permanent enclosure during market hours, as provided herein. In no event, however, shall any temporary wood structures or canopy frames be allowed on non-market days.
  - (e) General Parking Regulations for Flea Market Use.

- (1) Parking is permitted on the improved surface area designated on the Concept Plan, which is attached hereto and incorporated herein as Exhibit B.
  - (2) Overflow parking may be permitted on unimproved surfaces.
- (f) Prohibited Uses - In no event shall the following uses be permitted on Lot 2, which are as follows:
- (1) Automotive sales;
  - (2) Automotive laundry/car wash;
  - (3) Mechanic or automotive repair service;
  - (4) Gasoline or petroleum sales;
  - (5) Drive-through window service;
  - (6) Drive-in service;
  - (7) Convenience stores;
  - (8) Storage facilities of any type, indoor or outdoor, including but not limited to, motor vehicles, recreational vehicles, boats, campers and trailers; and/or
  - (9) firearm sales.
- (g) Miscellaneous Standards of Development.
- (1) Driveways or fire lanes shall be constructed and maintained in accordance with the adopted fire code of the City of Seagoville and as depicted on Exhibit B.
  - (2) Building materials shall be as provided herein.
- (h) Sign Regulations. After obtaining the appropriate permits, all signage permitted on the property shall comply with the provisions of the City of Seagoville Sign Ordinance, as amended.
- (i) Special Events. After obtaining the appropriate permits, a maximum of ten (10) special events per calendar year may be held on the property. Special events may be permitted during non-market days (as defined herein) from 8:00 a.m. to 11:00 p.m.
- (j) Site Plan Approval
- (1) A detailed site plan for any future construction shall be filed with the City Manager or designee.
  - (2) Such site plan shall be approved or denied by the City Planning and Zoning Commission.
  - (3) Site plan submittal shall comply with the requirements of Chapter 25, Article 25.02, Division 22, Section 25.02.534 (2).

- (k) Beer Garden. A beer garden. Defined as a non-profit private club as permitted by the Texas Alcoholic Beverage Commission ("TABC"), may be maintained on market days between the hours of 10:00 a.m. to 6:00 p.m. on Saturday and 12:00 p.m. and 6:00 p.m. on Sunday and on special events between the hours of 12:00 p.m. and 11:00 p.m., subject to the following:
- (1) As used herein, beer garden shall mean a temporary dispensing of beer, as defined by State law, which is enclosed and/or segregated from surrounding uses in conjunction with the market or special event days as defined herein, but may not operated for more than three (3) consecutive calendar days.
  - (2) Must comply with any and all Texas Alcoholic Beverage Commission rules, permits and regulations to operate, as well as any and all City of Seagoville permits, codes, and ordinances regulating food and food establishments.
  - (3) A copy of the licensed issued by the TABC shall be filed with the City Manager or designee.
  - (4) A six foot (6') fence chain-link fence shall wholly enclose the perimeter of the area designated as the beer garden.
  - (5) There must be a licensed police officer on the premises to provide security.
  - (6) There shall be a single point of entry and single point of exit for the beer garden.
- (l) Current dumpster do not have to be screened; however, any additional dumpsters shall be screened from view from public right of ways in accordance with the code of ordinances.
- (m) The harboring of live animals on non-market days is strictly prohibited.
- (n) In no event shall any structure or construction of any nature be permitted within the area designated as flood plain.
3. Lot 3, Block A of the Sudduth Addition shall be used and developed in accordance with Chapter 25, Article 25.02, Division 16, Commercial District and other applicable provisions of Chapter 25 of the Seagoville Code of Ordinances.

**SECTION 3.** The property shall be developed and used only in accordance with the conceptual plan attached as Exhibit "B" and incorporated herein for all purposes, and which is hereby approved.

**SECTION 4.** That the above property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended and as amended herein.

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

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

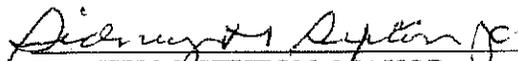
**SECTION 7.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

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

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

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the 15 day of April, 2013.

APPROVED:

  
\_\_\_\_\_  
SIDNEY M. SEXTON, MAYOR

ATTEST:

  
\_\_\_\_\_  
DARA CRABTREE, CITY SECRETARY

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ROBERT E. HAGER, CITY ATTORNEY  
(REH/mpm)

**EXHIBIT "A"**  
**(Legal Property Description)**

**STATEWIDE SURVEYING SERVICES  
REGISTERED PROFESSIONAL LAND SURVEYORS**

GREG SJERVEN, R. P. L. S.  
208 N. WASHINGTON

KAUFMAN, TEXAS 75142

METRO PHONE/FAX: (972) 962-6481

**FIELD NOTES FOR JAMES SUDDUTH  
ANDREW NAIL SURVEY, ABSTRACT NO. 355  
D. WILKERSON SURVEY, ABSTRACT NO. 566  
KAUFMAN COUNTY, TEXAS**

All that certain lot, tract or parcel of land, part of the Andrew Nail Survey, Abstract No. 355 and the D. Wilkerson Survey, Abstract No. 566, Kaufman County, Texas, part of that certain Tract No. 1, called 104.301 acres and all of that certain Tract No. 2, called 10.000 acres conveyed to James Sudduth and Norma Sudduth by Carl E. Markstrom and Norma A. Markstrom on March 12, 2003, recorded in Vol. 2164 page 361 of the Deed Records of Kaufman County, Texas and being more completely described as follows, to-wit:

COMMENCING at a 3/8" Iron rod found at the Southerly West corner of the above mentioned 104.301 acre tract, at the South corner of the Burl Swafford 65 acre tract, recorded in Vol. 1318 page 853 of the Deed Records of Kaufman County, Texas and being in the Southwest line of the above mentioned Andrew Nail Survey.

THENCE N 31 deg. 45 min. 00 sec. E, with the Southeast line of said 65 acre tract, a distance of 730.75 ft. to a 3/8" Iron rod set at the POINT OF BEGINNING.

THENCE N 31 deg. 45 min. 00 sec. E, continuing with the Southeast line of said 65 acre tract, a distance of 1487.67 ft. to a 3/8" Iron rod found at the East corner of same.

THENCE N 41 deg. 22 min. 01 sec. W, with the Northeast line of said 65 acre tract, a distance of 909.57 ft. to a point at the intersection of same with the west bank of the East Fork of the Trinity River, from which a 3/8" Iron rod set for reference bears S 41 deg. 22 min. 01 sec. E-29.90 ft.

THENCE, along the west bank of the East Fork of the Trinity River as follows; S 64 deg. 29 min. 54 sec. E-29.48 ft., S 44 deg. 19 min. 24 sec. E-100.02 ft., S 60 deg. 21 min. 49 sec. E-114.14 ft., S 71 deg. 12 min. 30 sec. E-128.16 ft., S 77 deg. 03 min. 27 sec. E-209.85 ft., S 83 deg. 49 min. 43 sec. E-256.46 ft., N 69 deg. 49 min. 39 sec. E-104.19 ft., N 40 deg. 37 min. 22 sec. E-195.38 ft., N 30 deg. 29 min. 26 sec. E-202.02 ft., N 30 deg. 30 min. 02 sec. E-54.86 ft., S 45 deg. 50 min. 35 sec. E-52.21 ft., S 44 deg. 10 min. 54 sec. E-198.86 ft., S 28 deg. 57 min. 49 sec. E-106.36 ft., S 56 deg. 33 min. 44 sec. E-229.19 ft., N 75 deg. 37 min. 43 sec. E-146.50 ft., N 44 deg. 56 min. 19 sec. E-167.93 ft., N 22 deg. 59 min. 53 sec. E-130.35 ft., N 49 deg. 57 min. 19 sec. E-94.66 ft., S 74 deg. 32 min. 51 sec. E-179.31 ft., S 62 deg. 07 min. 52 sec. E-106.51 ft., S 43 deg. 31 min. 52 sec. E-72.55 ft., S 40 deg. 17 min. 15 sec. E-131.33 ft., S 18 deg. 43 min. 09 sec. W-123.06 ft., S 48 deg. 51 min. 45 sec. W-92.12 ft., S 57 deg. 05 min. 34 sec. W-106.69 ft., S 57 deg. 40 min. 08 sec. W-136.09 ft., S 46 deg. 22 min. 10 sec. W-134.71 ft., S 9 deg. 24 min. 08 sec. W-77.89 ft., S 30 deg. 40 min. 45 sec. E-98.54 ft., S 55 deg. 49 min. 36 sec. E-142.32 ft., S 68 deg. 54 min. 39 sec. E-89.67 ft., N 89 deg. 23 min. 06 sec. E-215.63 ft., N 63 deg. 29 min. 45 sec. E-130.79 ft., N

52 deg. 08 min. 08 sec. E-54.48 ft., N 46 deg. 20 min. 55 sec. E-58.99 ft. and N 62 deg. 13 min. 17 sec. E-80.57 ft. to a point at the Northerly East corner of the above mentioned 104.301 acre tract and being in the Southeast line of the above mentioned Andrew Nail Survey.

THENCE S 42 deg. 49 min. 43 sec. W, with the Northerly Southeast line of said 14.301 acre tract and with the Southeast line of said Andrew Nail Survey, a distance of 1549.90 ft. to a 3/8" Iron rod found at an ell corner of said 104.301 acre tract.

THENCE S 42 deg. 23 min. 34 sec. E, a distance of 274.28 ft. to a 5/8" Iron rod found at an ell corner of said 104.301 acre tract.

THENCE S 43 deg. 49 min. 09 sec. W, passing the East corner of the above mentioned 10.000 acre tract, continuing a total distance of 1399.92 ft. to a 3/8" Iron rod found at the South corner of same and being in the North Right of Way line of U. S. Highway No. 175.

THENCE N 78 deg. 01 min. 09 sec. W, with the North Right of Way line of U. S. Highway No. 175, a distance of 1169.95 ft. to a 3/8" Iron rod set for corner.

THENCE N 18 deg. 30 min. 27 sec. E, a distance of 179.33 ft. to a 3/8" Iron rod set for corner.

THENCE N 31 deg. 45 min. 00 sec. E, a distance of 666.87 ft. to a 3/8" Iron rod set for corner.

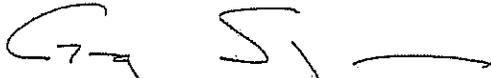
THENCE N 71 deg. 29 min. 33 sec. W, a distance of 275.50 ft. to the POINT OF BEGINNING, containing 109.301 acres of land.

I, Greg Sjerven, Registered Professional Land Surveyor No. 5244, do hereby certify that the above field notes and companion plat were prepared from an actual survey made by me on the ground during the month of April, 2012.

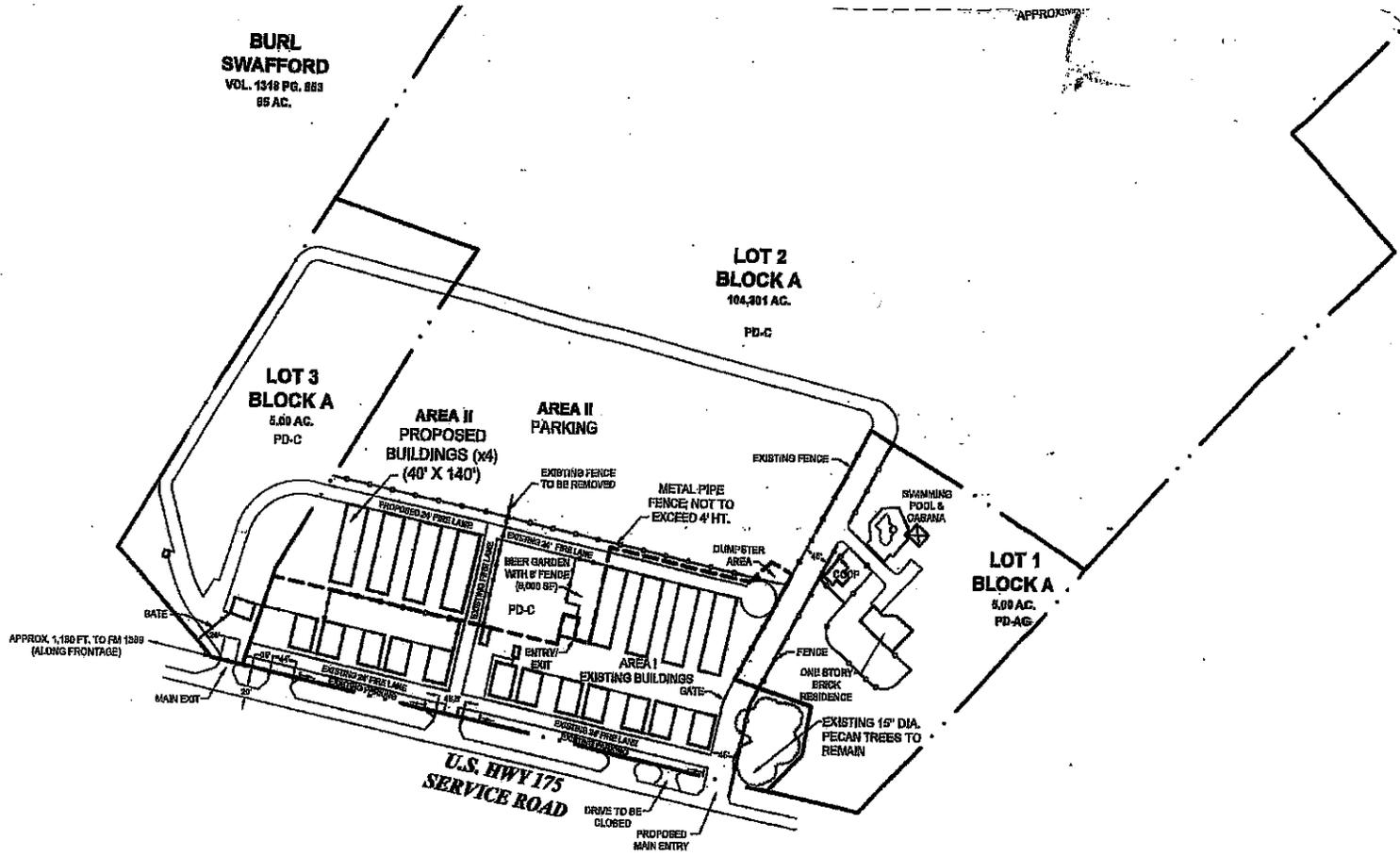
This survey was performed for the benefit of James Sudduth. Use of these field notes by any other person or for any other purpose is prohibited and the undersigned is not responsible for any loss resulting therefrom.

GIVEN UNDER MY HAND AND SEAL this the 30<sup>th</sup> day of April, 2012.

NOTE: FIELD NOTES VOID IF NOT SIGNED IN BLUE

  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5244  
 Copyright 2003. All rights reserved.  
 Statewide Surveying Services  
 sudd1.wp2

**EXHIBIT "B"**  
**(Concept Plan)**



**BURL SWAFFORD**  
VOL. 1318 PG. 883  
85 AC.

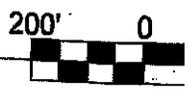
**LOT 2 BLOCK A**  
104,301 AC.  
PD-C

**LOT 3 BLOCK A**  
5.00 AC.  
PD-C

**LOT 1 BLOCK A**  
5.00 AC.  
PD-AG

# CONCEPTUAL PLAN

SCALE: 1" = 200'-00"



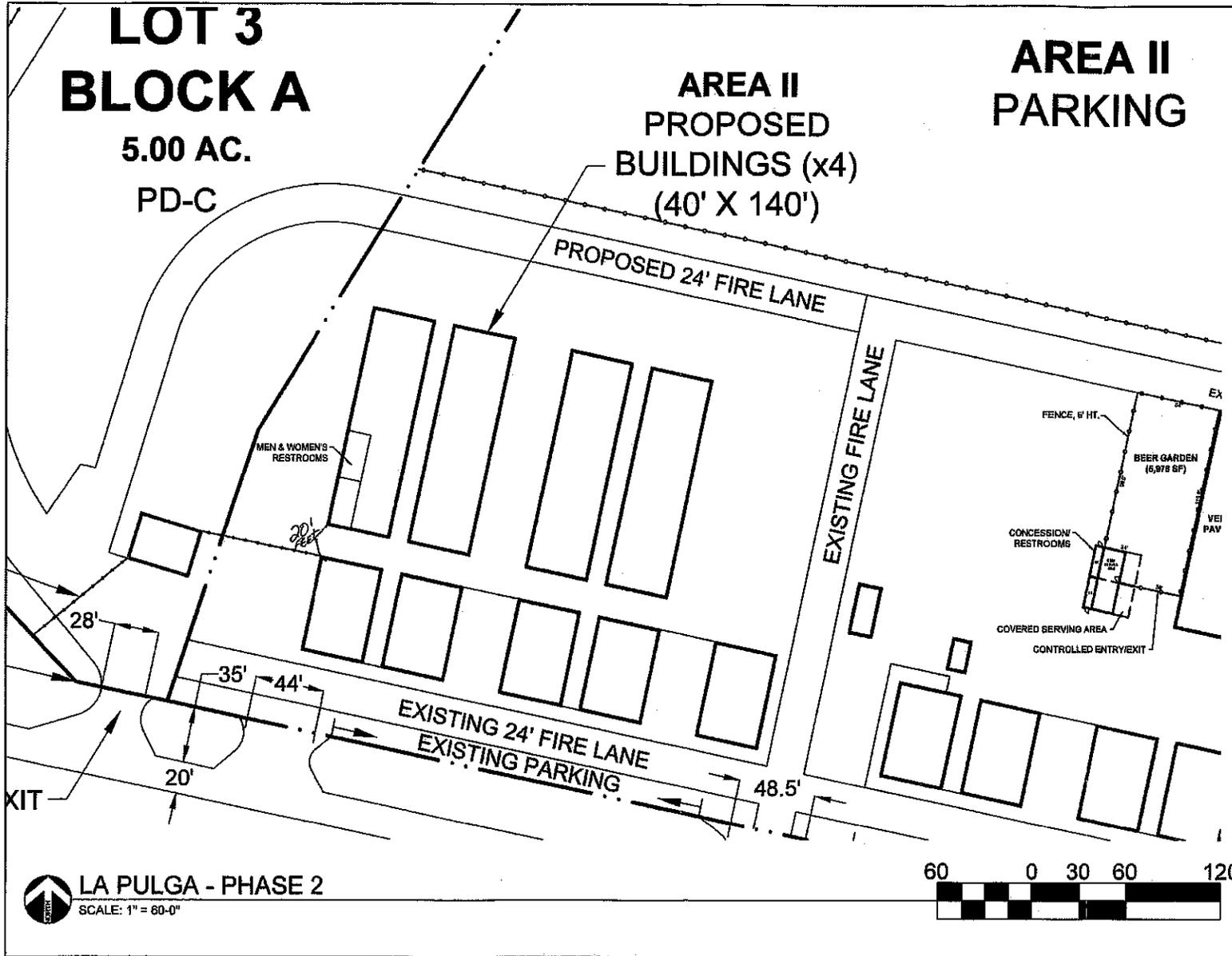
# LOT 3 BLOCK A

5.00 AC.

PD-C

AREA II  
PROPOSED  
BUILDINGS (x4)  
(40' X 140')

## AREA II PARKING



LA PULGA - PHASE 2

SCALE: 1" = 60'-0"



07/30/14  
PROJECT NUMBER  
CASE NUMBER

BALDWIN  
ASSOCIATES  
3904 Elm St., Suite B  
Dallas, Texas 75226  
MOBILE: 214.728.7949  
OFFICE: 214.624.7949  
rob@baldwinplanning.com

# Baldwin Associates

LA PULGA  
CITY OF SEAGOVILLE, TEXAS

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS****ORDINANCE NO. 01-16**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, KAUFMAN COUNTY, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, KAUFMAN COUNTY, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM PLANNED DEVELOPMENT-13-01 (PD-13-01) TO PLANNED DEVELOPMENT-13-01-AMENDED 1 (PD-13-01-A1) FOR THE PROPERTY LOCATED AT 1706 SOUTH U.S. HIGHWAY 175, SEAGOVILLE, KAUFMAN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS LOTS 1, 2 AND 3 BLOCK A, OF THE SUDDUTH ADDITION AND BEING LEGALLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR AMENDED DEVELOPMENT REGULATIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Planning and Zoning Commission and the governing body of the City of Seagoville, Texas, in compliance with the laws of the State of Texas, and pursuant to the Comprehensive Zoning Ordinance of the City of Seagoville, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that Zoning Application No. PD-13-01-A1 should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, duly passed by the governing body of the City of Seagoville, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning from Planned Development-13-01 (PD-13-01) to Planned Development-13-01-Amended 1 (PD-13-01-A1), for the property located at 1706 South U. S. Highway 175, Seagoville, Kaufman County, Texas and

being more particularly described as Lots 1, 2 and 3, Block A of the Sudduth Addition and being legally described in Exhibit A, which is attached hereto and incorporated herein.

**SECTION 2.** The property shall be developed and used in accordance with Ordinance No. 04-13, except as amended herein, and the following regulations:

1. The following use and regulations shall be applicable to Lot 1, Block A of the Sudduth Addition:
  - (a) Single family residence and accessory buildings, as set forth and depicted on the Conceptual Site Plan, which is attached hereto and incorporated herein as Exhibit B, and as provided in Chapter 25, Article 25.02, Division 4, R-1 Single Family District Regulations, and other applicable provisions of Chapter 25, City of Seagoville Code of Ordinances.
  - (b) May be used for Holiday displays, including a Drive-Through Holiday Park and Pumpkin Patch, for a public purpose for the months of October, November and December.
  - (c) No additional uses, accessory uses or structures are allowed without an amendment to this regulation and ordinance.
2. The following use and regulations shall be applicable to Lots 2 and 3, Block A of the Sudduth Addition:
  - (a) For the purposes of this ordinance, the following definitions shall apply:
    - (1) *Flea market* shall mean an occasional or periodic market held in an open area or structure where goods are offered for sale to the general public by individual sellers from open or semi-open facilities or temporary structures.
    - (2) *Market days* shall mean Friday, Saturday and Sunday from 6:00 am to 6:00 pm. and shall include any federal holidays which fall specifically on Monday.
    - (3) *Car Corral* shall mean a location wherein automobile dealers may display vehicles for sale, accept applications and preapprove applicants for purchase of a vehicle on market days only. Finalizing the purchase shall not be permitted at the site and shall be carried through at the dealership. The number of vehicles

located on the site for this purpose on any market day shall not exceed one hundred (100).

(4) *Special events* shall mean any carnivals, carnival games, rodeos, concerts and/or similar activities not associated with a flea market as defined herein; a live musical performance during market days shall not be included in the definition of concert or special event.

(b) Shall be developed and used as a flea market, as defined and set forth herein and/or any other allowable use set forth in this Ordinance and the City of Seagoville Zoning Ordinance, Chapter 25, Division 16, *except as specifically prohibited in C.2. (f) below.*

(c) The enclosed pavilions and/or rental spaces currently constructed on said lots shall be maintained in a good condition. Construction of an additional eight (8) large structures and up to thirty-nine (39) small structures, constructed to conform to the same or similar size and materials as the existing structures, shall be permitted after obtaining the appropriate permit.

(1) Building materials and construction which constitute an amendment to these regulations and ordinance for pavilions shall require:

- (a) Metal steel exterior
- (b) Concrete foundation

(2) Compliance with local codes for all building codes, fire codes or any other applicable codes shall apply to all existing and new pavilions and rental spaces.

(3) Between Suite 1652 and Suite 1710, there shall be an unobstructed driveway and fire lane of twenty four (24) feet as provided in Exhibit B.

(4) No flea market customer parking is permitted in front of the buildings adjacent to SH 175, except for loading and unloading goods during specified business.

(5) Vendor spaces shall be a minimum of 10' by 10'.

(6) Carports and/or similar structures shall be permitted on vendor spaces located on unimproved surfaces for the purposes of providing shade and cover. A permit is required and all such structures shall meet the following requirements:

- (a) Shall be constructed of similar and/or like materials and colors as existing structures located on the site;
  - (b) Supporting poles shall be set in concrete and shall be able to withstand winds up to ninety (90 mph) miles per hour; and,
  - (c) Shall only be permitted behind the existing structures.
- (d) Eight (8) concrete pads, measuring 18 X 24 feet, may be constructed and maintained without permanent walls and roof. Said pad may be covered with non-permanent enclosure during market hours, as provided herein. In no event, however, shall any temporary wood structures or canopy frames be allowed on non-market days.
- (e) General Parking Regulations for Flea Market Use.
- (1) Parking is permitted on the improved surface area designated on the Concept Plan, which is attached hereto and incorporated herein as Exhibit B.
  - (2) Overflow parking may be permitted on unimproved surfaces.
  - (3) All handicapped parking spaces shall be in compliance and meet the minimum requirements set forth by state and federal laws.
- (f) A car corral, as defined herein, shall be permitted on market days only and shall not be stored upon the property on any other days.
- (g) Storage containers shall be permitted provided that the same are not visible from the highway or frontage. Storage containers may be rented to vendors.
- (h) Water tanks shall be permitted for the purposes of supplying potable drinking water and water for the operation of the toilets. All such water tanks shall be inspected and approved by the appropriate enforcement authority.
- (i) Prohibited Uses - In no event shall the following uses be permitted on Lot 2 and Lot 3, which are as follows:
- (1) Automotive sales;
  - (2) Automotive laundry/car wash;
  - (3) Mechanic or automotive repair service;
  - (4) Gasoline or petroleum sales;
  - (5) Drive-through window service;
  - (6) Drive-in service;
  - (7) Convenience stores;
  - (8) Storage facilities for the purposes of storing motor vehicles, recreational vehicles, boats, campers and trailers; and/or
  - (9) firearm sales.

- (j) **Miscellaneous Standards of Development.**
- (1) Driveways or fire lanes shall be constructed and maintained in accordance with the adopted fire code of the City of Seagoville and as depicted on Exhibit B.
  - (2) Building materials shall be as provided herein.
  - (3) R-panel fencing shall be permitted behind the buildings.
- (k) **Sign Regulations.** After obtaining the appropriate permits, all signage permitted on the property shall comply with the provisions of the City of Seagoville Sign Ordinance, as amended.
- (l) **Special Events.** After obtaining the appropriate permits, a maximum of ten (10) special events per calendar year may be held on the property. Special events may be permitted during non-market days (as defined herein) from 8:00 a.m. to 11:00 p.m.
- (m) **Drive-Through Holiday Park.** A drive-through holiday park may be permitted upon the property. Decorations, small temporary structures and facades shall be constructed without the requirement of a building permit. Any and all electrical wiring, temporary and permanent, shall be required to comply with the electrical code and shall require an electrical permit.
- (n) **Soccer or Athletic Field.** Construction of a soccer field shall be permitted upon the property, including any area(s) designated as flood plain, provided construction is consistent with state, local and federal law.
- (o) **Beer Garden.** A beer garden, defined as a non-profit private club as permitted by the Texas Alcoholic Beverage Commission ("TABC"), may be maintained on market days between the hours of 10:00 a.m. to 6:00 p.m. on Saturday and 12:00 p.m. and 6:00 p.m. on Sunday and on special events between the hours of 12:00 p.m. and 11:00 p.m., subject to the following:
- (1) As used herein, beer garden shall mean a temporary dispensing of beer, as defined by State law, which is enclosed and/or segregated from surrounding uses in conjunction with the market or special event days as defined herein, but may not operated for more than three (3) consecutive calendar days.
  - (2) Must comply with any and all Texas Alcoholic Beverage Commission rules, permits and regulations to operate, as well as

any and all City of Seagoville permits, codes, and ordinances regulating food and food establishments.

- (3) A copy of the license issued by the TABC shall be filed with the City Manager or designee.
- (4) A six foot (6') fence chain-link fence shall wholly enclose the perimeter of the area designated as the beer garden.
- (5) There must be a licensed police officer on the premises to provide security.
- (6) There shall be a single point of entry and single point of exit for the beer garden.
- (7) Shall only be permitted on Lot 2 and shall not be extended to Lot 3.
- (p) Current dumpster do not have to be screened; however, any additional dumpsters shall be screened from view from public right of ways in accordance with the code of ordinances.
- (q) The harboring of live animals on non-market days is strictly prohibited.
- (r) In no event shall any structure or construction of any nature, excluding the permitted soccer field, be permitted within the area designated as flood plain.

**SECTION 3.** The property shall be developed and used only in accordance with the conceptual plan attached as Exhibit "B" and incorporated herein for all purposes, and which is hereby approved.

**SECTION 4.** That the above property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended and as amended herein.

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

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

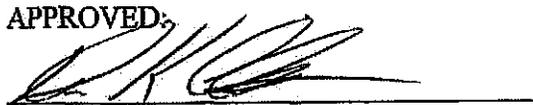
**SECTION 7.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

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

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

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the 4th day of January, 201516

APPROVED:



DENNIS K. CHILDRESS, MAYOR

ATTEST:

Dara Crabtree  
DARA CRABTREE, CITY SECRETARY

APPROVED AS TO FORM:

Robert E. Hager  
ROBERT E. HAGER, CITY ATTORNEY  
(sdb)



**EXHIBIT "A"**  
**(Legal Property Description)**

**STATEWIDE SURVEYING SERVICES  
REGISTERED PROFESSIONAL LAND SURVEYORS**

**GREG MERVIN, R. P. L. S.  
288 N. WASHINGTON**

**KAUFMAN, TEXAS 75142**

**METRO FIDELITY (972) 962-6481**

**FIELD NOTES FOR JAMES SUDDUTH  
ANDREW NAIL SURVEY, ABSTRACT NO. 355  
D. WILKINSON SURVEY, ABSTRACT NO. 366  
KAUFMAN COUNTY, TEXAS**

All that certain lot, tract or parcel of land, part of the Andrew Nail Survey, Abstract No. 355 and the D. Wilkinson Survey, Abstract No. 366, Kaufman County, Texas, part of that certain Tract No. 1, called 104.301 acres and all of that certain Tract No. 2, called 10.000 acres conveyed to James Sudduth and Norma Sudduth by Carl E. Markstrom and Norma A. Markstrom on March 12, 2003, recorded in Vol. 2164 page 361 of the Deed Records of Kaufman County, Texas and being more completely described as follows, to-wit:

**COMMENCING** at a 3/8" iron rod found at the southerly West corner of the above mentioned 104.301 acre tract, at the South corner of the Earl Swafford 65 acre tract, recorded in Vol. 1318 page 833 of the Deed Records of Kaufman County, Texas and being in the Southwest line of the above mentioned Andrew Nail Survey.

**THENCE** N 31 deg. 45 min. 00 sec. E, with the Southeast line of said 65 acre tract, a distance of 730.75 ft. to a 3/8" iron rod set at the POINT OF BEGINNING.

**THENCE** N 31 deg. 45 min. 00 sec. E, continuing with the Southeast line of said 65 acre tract, a distance of 1487.67 ft. to a 3/8" iron rod found at the East corner of same.

**THENCE** N 41 deg. 22 min. 01 sec. W, with the Northeast line of said 65 acre tract, a distance of 909.57 ft. to a point at the intersection of same with the west bank of the East Fork of the Trinity River, from which a 3/8" iron rod set for reference bears S 41 deg. 22 min. 01 sec. E-2950 ft.

**THENCE**, along the west bank of the East Fork of the Trinity River as follows: S 64 deg. 29 min. 34 sec. E-29.48 ft., S 44 deg. 19 min. 24 sec. E-100.02 ft., S 60 deg. 21 min. 49 sec. E-114.14 ft., S 71 deg. 12 min. 30 sec. E-128.16 ft., S 77 deg. 03 min. 27 sec. E-269.85 ft., S 83 deg. 49 min. 43 sec. E-256.46 ft., N 69 deg. 49 min. 39 sec. E-104.19 ft., N 40 deg. 37 min. 22 sec. E-195.38 ft., N 38 deg. 29 min. 26 sec. E-282.02 ft., N 30 deg. 30 min. 03 sec. E-54.86 ft., S 43 deg. 50 min. 35 sec. E-52.21 ft., S 44 deg. 10 min. 54 sec. E-198.96 ft., S 28 deg. 57 min. 49 sec. E-106.36 ft., S 56 deg. 33 min. 44 sec. E-229.19 ft., N 75 deg. 37 min. 43 sec. E-146.59 ft., N 44 deg. 56 min. 19 sec. E-167.93 ft., N 22 deg. 59 min. 55 sec. E-130.33 ft., N 49 deg. 57 min. 19 sec. E-94.66 ft., S 74 deg. 32 min. 51 sec. E-179.31 ft., S 62 deg. 07 min. 52 sec. E-106.51 ft., S 43 deg. 31 min. 52 sec. E-72.55 ft., S 49 deg. 17 min. 15 sec. E-131.33 ft., S 18 deg. 43 min. 09 sec. W-123.86 ft., S 48 deg. 31 min. 45 sec. W-92.12 ft., S 57 deg. 03 min. 34 sec. W-106.69 ft., S 57 deg. 40 min. 08 sec. W-136.09 ft., S 46 deg. 22 min. 10 sec. W-134.71 ft., S 9 deg. 24 min. 08 sec. W-77.89 ft., S 30 deg. 40 min. 45 sec. E-98.54 ft., S 55 deg. 49 min. 36 sec. E-142.32 ft., S 68 deg. 54 min. 39 sec. E-89.67 ft., N 89 deg. 23 min. 06 sec. E-215.63 ft., N 63 deg. 29 min. 45 sec. E-130.79 ft., N

S2 deg. 00 min. 08 sec. E-54.48 ft., N 46 deg. 20 min. 55 sec. E-58.92 ft. and N 62 deg. 13 min. 17 sec. E-80.57 ft. to a point at the Northerly West corner of the above mentioned 104,301 acre tract and being in the Southeast line of the above mentioned Andrew Nott Survey.

THENCE N 42 deg. 49 min. 43 sec. W, with the Northerly Southeast line of said 14,301 acre tract and with the Southeast line of said Andrew Nott Survey, a distance of 1549.60 ft. to a 3/8" Iron rod found at an all corner of said 104,301 acre tract.

THENCE S 42 deg. 23 min. 34 sec. E, a distance of 274.28 ft. to a 3/8" Iron rod found at an all corner of said 104,301 acre tract.

THENCE S 45 deg. 49 min. 00 sec. W, passing the East corner of the above mentioned 104,301 acre tract, continuing a total distance of 1390.92 ft. to a 3/8" Iron rod found at the South corner of same and being in the North Right of Way line of U. S. Highway No. 175.

THENCE N 78 deg. 01 min. 09 sec. W, with the North Right of Way line of U. S. Highway No. 175, a distance of 1109.98 ft. to a 3/8" Iron rod set for corner.

THENCE N 18 deg. 30 min. 27 sec. E, a distance of 179.33 ft. to a 3/8" Iron rod set for corner.

THENCE N 31 deg. 45 min. 00 sec. E, a distance of 656.87 ft. to a 3/8" Iron rod set for corner.

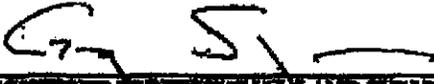
THENCE N 71 deg. 29 min. 53 sec. W, a distance of 273.50 ft. to the POINT OF BEGINNING, containing 109,301 acres of land.

I, Greg Horton, Registered Professional Land Surveyor No. 5244, do hereby certify that the above field notes and computations were prepared from an actual survey made by me on the ground during the month of April, 2012.

This survey was performed for the benefit of James Sudduth. Use of these field notes by any other person or for any other purpose is prohibited and the undersigned is not responsible for any loss resulting therefrom.

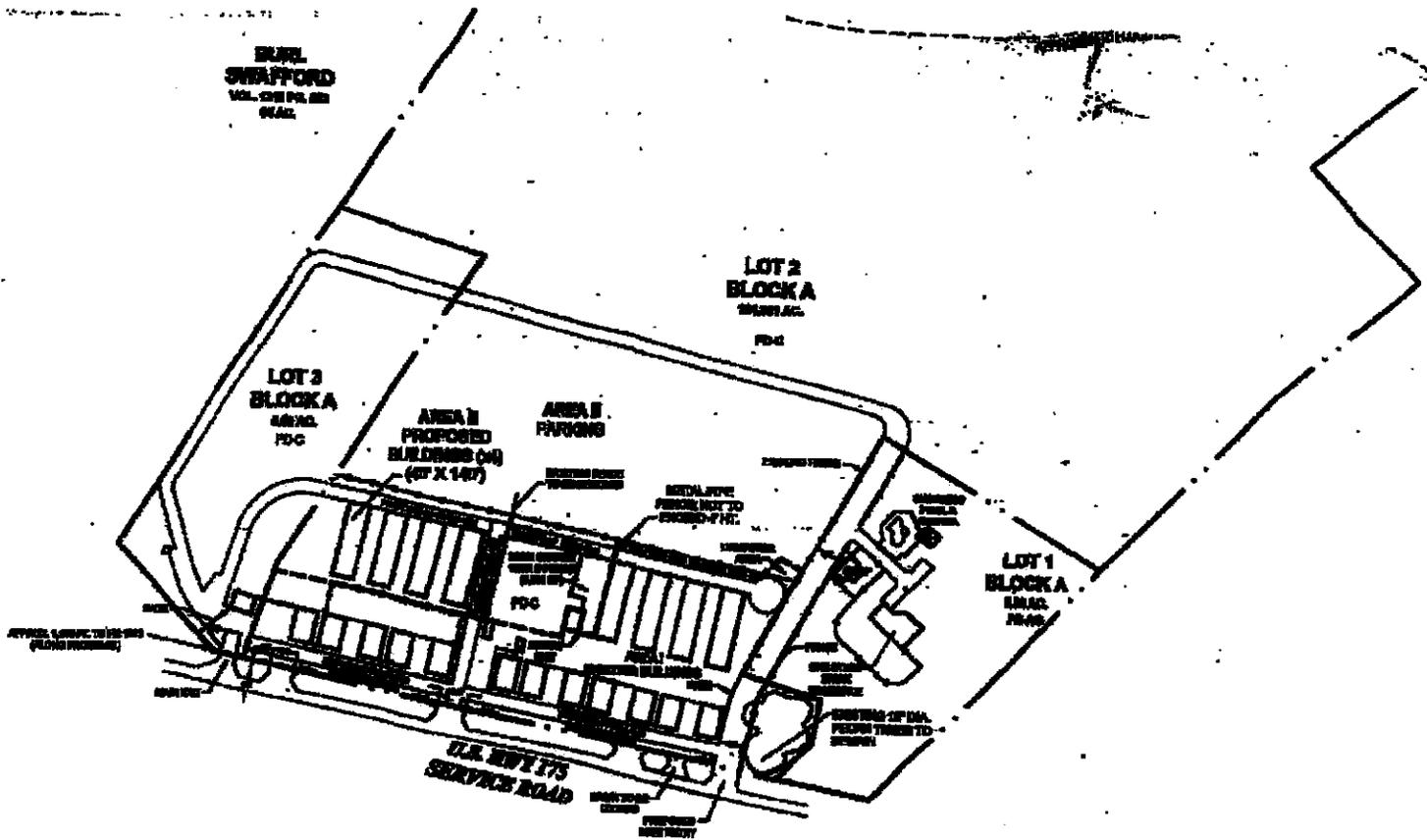
GIVEN UNDER MY HAND AND SEAL, this the 30<sup>th</sup> day of April, 2012.

NOTE: FIELD NOTES VOID IF NOT SIGNED IN BLUE

  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5244

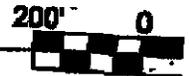
Copyright 2012. All rights reserved.  
 Statewide Surveying Service  
 sudd1.wp2

**EXHIBIT "B"**  
**(Concept Plan)**



# CONCEPTUAL PLAN

SCALE: 1" = 200'-00"



## ***Regular Session Agenda Item: 6***

**MEETING DATE: July 2, 2018**

### **ITEM DESCRIPTION**

Discuss and consider an Ordinance of the City of Seagoville, Dallas and Kaufman Counties, Texas, amending the comprehensive Zoning Ordinance and map of the City of Seagoville, Kaufman County, Texas as heretofore amended, by granting a change in zoning from Planned Development-13-01-Amended 1 (PD-13-01-A1) to Planned Development-13-01-Amended 2 (PD-13-01-A2) for the property located at 1706 South U.S. Highway 175, Seagoville, Kaufman County, Texas and being more particularly described as Lots 1, 2A, 2B and 3, Block A, of the Sudduth Addition and being legally described as Exhibit "A", attached hereto and incorporated herein; providing for amended development regulations; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date.

### **BACKGROUND OF ISSUE:**

About 44 acres of the land is currently used for Seagoville Trade Days parking lot, vendors, and animal confinements. The rest of the land is vacant (undeveloped) and/or is in the floodplain of the East Fork of the Trinity River.

The land was annexed into the city limits of Seagoville on May 14, 2012. The initial planned development (PD) was approved by City Council on April 1, 2013, by Ordinance 04-13. The first amendment to the PD was adopted by City Council in January 2016 by Ordinance 01-16. That version of the planned development is recognized as PD-13-01A.

This application request is for a second amendment to the PD. As with all planned development amendments and zoning changes, the request requires review and recommendation by the Planning & Zoning Commission as well as final approval by the City Council.

The existing zoning, land uses, and relevant portions of the City's comprehensive plan are each attached to the previous item on the City Council agenda. The report also provides a recommendation from Staff on whether the City Council should deny or approve the applicant's request.

### **FINANCIAL IMPACT:**

The expansion of uses will hopefully bring more people to the flea market site. Part of the uses included in the expanded list are already being requested by various current visitors to the flea market who didn't realize the amount of space and other activities available on-site.

No city funds will be used for the development of this project.

### **PLANNING AND ZONING COMMISSION RECOMMENDATION:**

The Commission voted 5 to 1 in favor of recommending the **APPROVAL** of the request to amend the current planned development at the Kaufman County address of 14064 Highway 175 (also known as Seagoville 911 address of 1706 South Highway 175 and also known as Lots 1 through 3 Block A of Sudduth Addition) to increase the number of permitted uses on the subject parcels.

Additionally, because of the number and types of expanded uses and the related discussion of when these uses may occur, the Commission voted six (6) to zero (0) in favor of recommending the **APPROVAL** for increasing the number of hours the operation could be open to the public from Friday through Sunday of every weekend to Wednesday through Sunday of every week. This was not part of the submitted application, but something that the Planning & Zoning Commission felt made sense to approve at this time rather than having the applicants return to ask for an amendment to the PD just to expand the hours of operation due to public demand for access to the facilities at times outside the currently approved times.

If approved, this version of the planned development should be recognized as **PD-13-01-A2**. (The second amendment to the planned development initially approved as the first planned development in 2013.)

### **EXHIBIT:**

1. Ordinance (12 pages)

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

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

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, DALLAS AND KAUFMAN COUNTIES, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, KAUFMAN COUNTY, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM PLANNED DEVELOPMENT-13-01-AMENDED 1 (PD-13-01-A1) TO PLANNED DEVELOPMENT-13-01-AMENDED 2 (PD-13-01-A2) FOR THE PROPERTY LOCATED AT 1706 SOUTH U.S. HIGHWAY 175, SEAGOVILLE, KAUFMAN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS LOTS 1, 2A, 2B AND 3, BLOCK A, OF THE SUDDUTH ADDITION AND BEING LEGALLY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR AMENDED DEVELOPMENT REGULATIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Planned Development-13-01 ("PD-13-01) was approved by the adoption of Ordinance No. 04-13 on April 15, 2013; and

**WHEREAS**, on or about January 4, 2016, the first amendment to PD-13-01 ( PD-13-01-A1) was approved by the adoption of Ordinance 01-16 to provide for additional uses and amended development regulations; and

**WHEREAS**, the City has received an application for a second amendment to PD-13-01 (PD-13-01-A2) to provide for new additional uses; and

**WHEREAS**, the City Planning and Zoning Commission and the governing body of the City of Seagoville, Texas, in compliance with the laws of the State of Texas, and pursuant to the Comprehensive Zoning Ordinance of the City of Seagoville, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that Zoning Application No. PD-13-01-A2 should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, duly passed by the governing body of the City of Seagoville, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning from Planned Development-13-01 (PD-13-01-A1) to Planned Development-13-01-Amended 1 (PD-13-01-A2), for the property located at 1706 South U. S. Highway 175, Seagoville, Kaufman County, Texas and being more particularly described as Lots 1, 2A, 2B and 3, Block A of the Sudduth Addition and being legally described in Exhibit A, which is attached hereto and incorporated herein.

**SECTION 2.** That for the purposes of this Ordinance, the following definitions shall apply:

1. *Flea market* shall mean an occasional or periodic market held in an open area or structure where goods are offered for sale to the general public by individual sellers from open or semi-open facilities or temporary structures.
2. *Market days* shall mean Friday, Saturday and Sunday from 6:00 am to 6:00 pm. and shall include any federal holidays which fall specifically on Monday.
3. *Car Corral* shall mean a location wherein automobile dealers may display vehicles for sale, accept applications and preapprove applicants for purchase of a vehicle on market days only. Finalizing the purchase shall not be permitted at the site and shall be carried through at the dealership. The number of vehicles located on the site for this purpose on any market day shall not exceed one hundred (100).
4. *Special events* shall mean any carnivals, carnival games, rodeos, concerts and/or similar activities not associated with a flea market as defined herein; a live musical performance during market days shall not be included in the definition of concert or special event.

**SECTION 3.** The property shall be developed and used in accordance with Ordinance No. 04-13 and Ordinance No. 01-16, except as amended herein, and the following regulations:

1. The following use and regulations shall be applicable to Lot 1, Block A of the Sudduth Addition:
  - (a) Single family residence and accessory buildings, as set forth and depicted on the Conceptual Site Plan, which is attached hereto and incorporated herein as Exhibit B, and as provided in Chapter 25, Article 25.02, Division 4, R-1 Single Family District Regulations, and other applicable provisions of Chapter 25, City of Seagoville Code of Ordinances.
  - (b) May be used for Holiday displays, including a drive-through holiday park and pumpkin patch, for a public purpose for the months of October, November and December.
  - (c) Amusement rides (temporary and permanent)
  - (d) Apple Cannon
  - (e) Bowling Alley
  - (f) Communication, broadcasting, receiving and transmitting towers, including all types of amateur and professional radio, television, phone, cable, and other over-the-air methods.
  - (g) Concerts
  - (h) Easter Park
  - (i) Events Center (meetings, weddings, birthdays)
  - (j) Farmers Market
  - (k) Fossil/Arrowhead dig
  - (l) Game Room (video games, carnival style games)
  - (m) Gift Shop
  - (n) Go Cart Track
  - (o) Haunted House / Hayride / Zombie Paintball
  - (p) Hotel / Motel
  - (q) Ice Skating
  - (r) Kid's Mini City
  - (s) Microbrew
  - (t) Miniature Golf
  - (u) Nursery Plant Sales
  - (v) Paintball
  - (w) Petting Zoo/Educational Center Walk-Through
  - (x) Restaurant – Full Service
  - (y) Santa's Country Village
  - (z) Snack Bar
  - (aa) Train (track or trackless)
  - (bb) Walk around beer
  - (cc) Water Park
  - (dd) Zoo
  - (ee) No additional uses, accessory uses or structures are allowed without an amendment to this regulation and ordinance.

2. The following use and regulations shall be applicable to Lot 2A, Block A of the Sudduth Addition:
  - (a) Shall be developed and used as a flea market, as defined and set forth herein and/or any other allowable use set forth in this Ordinance and the City of Seagoville Zoning Ordinance, Chapter 25, Division 16, *except as specifically prohibited below.*
  - (b) Amusement rides (temporary and permanent)
  - (c) A car corral, as defined herein, shall be permitted on market days only and shall not be stored upon the property on any other days.
  - (d) Communication, broadcasting, receiving and transmitting towers, including all types of amateur and professional radio, television, phone, cable, and other over-the-air methods.
  - (e) Concerts
  - (f) Drive-Through Holiday Park. A drive-through holiday park may be permitted upon the property. Decorations, small temporary structures and facades shall be constructed without the requirement of a building permit. Any and all electrical wiring, temporary and permanent, shall be required to comply with the electrical code and shall require an electrical permit.
  - (g) Bowling Alley
  - (h) Events Center (meetings, weddings, birthdays)
  - (i) Farmers Market
  - (j) Game room (video games, carnival style games)
  - (k) Gift Shop
  - (l) Hotel / Motel
  - (m) Ice Skating
  - (n) Kid's Mini City
  - (o) Microbrew
  - (p) Nursery Plant Sales
  - (q) Restaurant – Full Service
  - (r) Snack Bar
  - (s) Soccer or Athletic Field. Construction of a soccer or athletic field shall be permitted upon the property, including any area(s) designated as flood plain, provided construction is consistent with state, local and federal law.
  - (t) Train, either track or trackless.
  - (u) Special Events. After obtaining the appropriate permits, a maximum of ten (10) special events per calendar year may be held on the property. Special events may be permitted during non-market days (as defined herein) from 8:00 a.m. to 11:00 p.m.

- (v) Storage containers shall be permitted provided that the same are not visible from the highway or frontage. Storage containers may be rented to vendors.
  - (w) Water Park
  - (x) Walk around beer
  - (y) No additional uses, accessory uses or structures are allowed without an amendment to this regulation and ordinance.
  - (z) Prohibited Uses - In no event shall the following uses be permitted on Lot 2A, which are as follows:
    - (1) Automotive sales;
    - (2) Automotive laundry/car wash;
    - (3) Mechanic or automotive repair service;
    - (4) Gasoline or petroleum sales;
    - (5) Drive-through window service;
    - (6) Drive-in service;
    - (7) Convenience stores;
    - (8) Storage facilities for the purposes of storing motor vehicles, recreational vehicles, boats, campers and trailers; and/or
    - (9) firearm sales.
  - (z) In no event shall any structure or construction of any nature, excluding the permitted uses below for Lot 2B, be permitted within the area designated as flood plain.
3. The following use and regulations shall be applicable to Lot 2B, Block A of the Sudduth Addition:
- (a) Apple Cannon
  - (b) BMX track
  - (c) Camping
  - (d) Communication, broadcasting, receiving and transmitting towers, including all types of amateur and professional radio, television, phone, cable, and other over-the-air methods.
  - (e) Concerts
  - (f) Easter Park
  - (g) Fossil / Arrowhead dig
  - (h) Go-Cart Tracks
  - (i) Haunted House / Hayride / Zombie Paintball
  - (j) Ice Skating
  - (k) Miniature Golf
  - (l) Nursery Plant Sales
  - (m) Paintball
  - (n) Petting Zoo / Educational Center walk through
  - (o) Recreational Vehicle Parking
  - (p) Rodeos
  - (q) Santa's Country Village

- (r) Train, either track or trackless
  - (s) Walk around beer
  - (t) Water Park
  - (u) Zoo
  - (v) No additional uses, accessory uses or structures are allowed without an amendment to this regulation and ordinance.
4. The following use and regulations shall be applicable to Lot 3, Block A of the Sudduth Addition:
- (a) May be developed and used as a flea market, as defined and set forth herein and/or any other allowable use set forth in this Ordinance and the City of Seagoville Zoning Ordinance, Chapter 25, Division 16, *except as specifically prohibited below*.
  - (b) Amusement rides (temporary and permanent)
  - (c) Bowling Alley
  - (d) A car corral, as defined herein, shall be permitted on market days only and shall not be stored upon the property on any other days.
  - (e) Communication, broadcasting, receiving and transmitting towers, including all types of amateur and professional radio, television, phone, cable, and other over-the-air methods.
  - (f) Concerts
  - (g) Storage containers shall be permitted provided that the same are not visible from the highway or frontage. Storage containers may be rented to vendors.
  - (h) Drive-Through Holiday Park. A drive-through holiday park may be permitted upon the property. Decorations, small temporary structures and facades shall be constructed without the requirement of a building permit. Any and all electrical wiring, temporary and permanent, shall be required to comply with the electrical code and shall require an electrical permit.
  - (i) Events Center (meetings, weddings, birthdays)
  - (j) Farmers Market
  - (k) Game Room (video games, carnival style games)
  - (l) Gift Shop
  - (m) Hotel / Motel
  - (n) Ice Skating
  - (o) Kid's Mini City
  - (p) Microbrew
  - (q) Miniature Golf
  - (r) Nursery Plant Sales
  - (s) Restaurant – Full Service
  - (t) Snack Bar

- (u) Soccer or Athletic Field. Construction of a soccer or athletic field shall be permitted upon the property, including any area(s) designated as flood plain, provided construction is consistent with state, local and federal law.
- (v) Storage containers shall be permitted provided that the same are not visible from the highway or frontage. Storage containers may be rented to vendors.
- (w) Train, either track or trackless
- (x) Walk around beer
- (y) Water Park
- (z) No additional uses, accessory uses or structures are allowed without an amendment to this regulation and ordinance.
- (aa) Prohibited Uses - In no event shall the following uses be permitted on Lot 3, which are as follows:
  - (5) Automotive sales;
  - (6) Automotive laundry/car wash;
  - (7) Mechanic or automotive repair service;
  - (8) Gasoline or petroleum sales;
  - (5) Drive-through window service;
  - (6) Drive-in service;
  - (7) Convenience stores;
  - (8) Storage facilities for the purposes of storing motor vehicles, recreational vehicles, boats, campers and trailers; and/or
  - (9) firearm sales.

5. The following development regulations and standards shall be applicable to the Planned Development:

- (a) Prior to the commencement of **any** construction on any lot, the appropriate permits **must** be obtained from the City of Seagoville.
- (b) In the event permits are required from any federal and/or state agencies related to the use of the structure, such permit shall be obtained and a copy provided to the City of Seagoville upon making application to the City for the construction permit.
- (c) The enclosed pavilions and/or rental spaces currently constructed on Lots 2A and 3 shall be maintained in a good condition. Construction of an additional eight (8) large structures and up to thirty-nine (39) small structures, constructed to conform to the same or similar size and materials as the existing structures, shall be permitted after obtaining the appropriate permit. The following shall apply:
  - (1) Building materials and construction which constitute an amendment to these regulations and ordinance for pavilions shall require:

- (a) Metal steel exterior
- (b) Concrete foundation
- (2) Compliance with local codes for all building codes, fire codes or any other applicable codes shall apply to all existing and new pavilions and rental spaces.
- (3) Between Suite 1652 and Suite 1710, there shall be an unobstructed driveway and fire lane of twenty four (24) feet as provided in Exhibit B.
- (4) No flea market customer parking is permitted in front of the buildings adjacent to SH 175, except for loading and unloading goods during specified business.
- (5) Vendor spaces shall be a minimum of 10' by 10'.
- (6) Carports and/or similar structures shall be permitted on vendor spaces located on unimproved surfaces for the purposes of providing shade and cover. A permit is required and all such structures shall meet the following requirements:
  - a. Shall be constructed of similar and/or like materials and colors as existing structures located on the site;
  - b. Supporting poles shall be set in concrete and shall be able to withstand winds up to ninety (90 mph) miles per hour; and,
  - c. Shall only be permitted behind the existing structures.
- (d) Eight (8) concrete pads, measuring 18 X 24 feet, may be constructed and maintained without permanent walls and roof. Said pad may be covered with non-permanent enclosure during market hours, as provided herein. In no event, however, shall any temporary wood structures or canopy frames be allowed on non-market days.
- (e) All other structure for uses other than Flea Market use shall be constructed in compliance with any and all federal, state and local construction requirements after having obtained the appropriate permit(s).
- (d) General Parking Regulations for Flea Market Use.
  - (1) Parking is permitted on the improved surface area designated on the Concept Plan, which is attached hereto and incorporated herein as Exhibit B.
  - (2) Overflow parking may be permitted on unimproved surfaces.
  - (3) All handicapped parking spaces shall be in compliance and meet the minimum requirements set forth by state and federal laws.
- (e) Miscellaneous Standards of Development.
  - (1) Driveways or fire lanes shall be constructed and maintained in accordance with the adopted fire code of the City of Seagoville and as depicted on Exhibit B.
  - (2) Building materials shall comply with the City of Seagoville ordinances except as may be provided herein.

- (3) R-panel fencing shall be permitted behind the buildings.
- (f) Sign Regulations. After obtaining the appropriate permits, all signage permitted on the property shall comply with the provisions of the City of Seagoville Sign Ordinance, as amended.
- (g) Current dumpster do not have to be screened; however, any additional dumpsters shall be screened from view from public right of ways in accordance with the code of ordinances.
- (h) Water tanks shall be permitted for the purposes of supplying potable drinking water and water for the operation of the toilets. All such water tanks shall be inspected and approved by the appropriate enforcement authority.

**SECTION 4.** The property shall be developed and used only in accordance with the conceptual plan attached as **Exhibit "B"** and incorporated herein for all purposes, and which is hereby approved.

**SECTION 5.** That the above property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended and as amended herein.

**SECTION 6.** That all provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 7.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

**SECTION 8.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 9.** That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 10.** That this ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

APPROVED:

\_\_\_\_\_  
DENNIS K. CHILDRESS, MAYOR

ATTEST:

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
ALEXIS G. ALLEN, CITY ATTORNEY  
(/cdb)

**EXHIBIT "A"**  
**(Legal Property Description)**

**EXHIBIT “B”  
(Concept Plan)**

## ***Regular Session Agenda Item: 7***

**Meeting Date: July 2, 2018**

### **ITEM DESCRIPTION**

Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ordering a Special Election to be held on November 6, 2018 to consider proposed amendments to the Seagoville Home Rule Charter; providing for the Joint Election Agreement; providing for Election Judge; providing for early voting; providing for the canvass of votes; and providing for an effective date.

### **BACKGROUND OF ISSUE:**

The attached Resolution orders a Special Election for the City of Seagoville registered voters to consider the proposed amendments to the Charter.

At this time, the City Council may add additional amendments, remove or amend any of the proposed amendments in the Resolution, if they should so desire.

### **FINANCIAL IMPACT:**

The cost of the Special Election will depend upon the number of entities that participate in the November 6, 2018 Joint Elections with Dallas County.

### **RECOMMENDATION:**

N/A

### **EXHIBITS**

N/A

**RESOLUTION NO. 28-R-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 6, 2018 TO CONSIDER PROPOSED AMENDMENTS TO THE SEAGOVILLE HOME RULE CITY CHARTER; PROVIDING FOR THE JOINT ELECTION AGREEMENT; PROVIDING FOR ELECTION JUDGE; PROVIDING FOR EARLY VOTING; PROVIDING FOR THE CANVASS OF VOTES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City desires to call a Special Election to amend the Home Rule Charter to be held in accordance with the joint election agreement with Dallas County; and

**WHEREAS**, on the 2<sup>nd</sup> day of July, 2018, at a meeting the City Council of the City of Seagoville, Texas, quorum being present, the City Council ordered that a Special Election, for the purpose of submitting to the voters the propositions provided herein below to amend the Home Rule Charter on November 6, 2018.

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

**Section 1.** That the City Council of Seagoville, Texas hereby orders a Special Election be held on November 6, 2018, from 7:00 a.m. to 7:00 p.m. for the purpose of submitting to the voters proposals to amend its Home Rule Charter by the following propositions:

**“PROPOSITION NO.1**

**FOR ( )** Shall Section 3.01,  
**AGAINST ( )** “Term of Office”, of the Home Rule Charter of the City of Seagoville be amended by repealing in their entirety the term limits listed in Subsection (f), as applicable to the City Councilmembers and the Mayor?

**PROPOSITION NO.2**

**FOR ( )** Shall Section 9.03,  
**AGAINST ( )** “Nepotism”, of the Home Rule Charter be amended to repeal the provision that prohibits the City from hiring any person who is related to another City employee by the third (3<sup>rd</sup>) degree of affinity (marriage) or consanguinity (blood)?”

**Section 2.** That the City Secretary is hereby directed to cause notice to be given of said election by publication in the official newspaper of the City of Seagoville, Texas, not earlier than the 30th day or later than the 10th day before Election Day. A copy of the published notice that contains the name of the newspaper and the date of publication shall be retained as a record of such notice. Notice shall be posted on the bulletin board used to post notice of City Council meetings no later than the 21st day before election day in accordance with Texas Election Code Section 4.003 and the person posting the notice shall make a record at the time of posting stating the date and place of posting in accordance with the Texas Election Code. Notice shall also be posted to the City's website in accordance with the Government Code.

**Section 3.** That the special election shall be held as a Joint Election administered by the Dallas County Elections Administrator in accordance with the provisions of the TEXAS ELECTION CODE and a Joint Election Agreement. The City Manager is authorized to execute the Joint Election Agreement and the Election Services Contract with Dallas County for the conduct of the election, and to approve any amendments thereto.

**Section 4.** That a Presiding Election Judge and Alternate Presiding Election Judge shall be appointed in accordance with the Joint Election Agreement.

**Section 5.** That early voting by personal appearance shall be conducted at Seagoville City Hall, 702 North Highway 175, Seagoville, Texas 75159. Early voting will be conducted on weekdays beginning Monday, October 22, 2018 through Friday, November 2, 2018, 8:00 a.m. – 5:00 p.m. Qualified residents of Seagoville may vote early for the Joint Election by personal appearance at either the Seagoville City Hall or at any other branch locations, as published by Dallas County. Applications can be submitted by Mail, Carrier Delivery, Fax or Email. Application for a ballot by mail shall be mailed to:

Toni Pippins-Poole, Early Voting Clerk  
Dallas County Elections Department  
Health & Human Services Building  
2377 N. Stemmons Freeway, Suite 820  
Dallas, Texas 75207

Email: [evapplications@dallascounty.org](mailto:evapplications@dallascounty.org)

Fax: 214-819-6303

Application for ballot by mail must be received no later than the close of business on October 26, 2018.

**Section 6.** That the City Secretary shall present such returns to City Council for the canvassing of said election. Such canvass shall be conducted by the City Council not earlier than the 3<sup>rd</sup> day nor later than the 13<sup>th</sup> day after the election.

**Section 7.** That this Resolution shall take effect immediately from and after its adoption and it is so resolved.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Seagoville on the 2<sup>nd</sup> day of July, 2018.

APPROVED:

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DENNIS K CHILDRESS, MAYOR

ATTEST:

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KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

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ALEXIS G ALLEN, CITY ATTORNEY

## RESOLUCIÓN NO. 28-R-2018

**RESOLUCIÓN DEL AYUNTAMIENTO DE LA CIUDAD DE SEAGOVILLE, TEXAS, A ORDENADO QUE SE REALIZE UNA ELECCIÓN ESPECIAL DEL 06 DE NOVIEMBRE DE 2018 PARA CONSIDERAR UNA PROPUESTAS DE ENMIENDAS A LA CARTA DE INCICIO DE REGLA DE CIUDAD DE SEAGOVILLE; PREVER EL ACUERDO CONJUNTA ELECTORAL; PREVER PARA EL JUEZ DE ELECCIÓN; PREVER PARA LA VOTACIÓN ANTICIPADA; PREVER PARA PROPAGAR LOS VOTOS; Y PROPORCIONAR UNA FECHA EFECTIVA.**

**Considerando que**, la ciudad desea llamar una eleccion especial para enmendar la carta inicio de regla a realizarse segun el acuerdo de eleccion conjunta con el Condado de Dallas; y

**Considerando que**, el dia 2<sup>nd</sup> Julio de 2018, en una renion en que el Ayuntamiento de la ciudad de Seagoville, Texas, estando quorum presente, el Ayuntamiento ordeno que una eleccion especial, con el fin de presenter a los votantes las propuestas que sigen a continuacion para enmedar la carta de regla inicio del 06 de Noviembre de 2018.

**AHORA, POR LO TANTO, SEA RESUELTO POR EL AYUNTAMIENTO DE LA CIUDAD DE SEAGOVILLE, TEXAS:**

**Section 1.** Que el Ayuntamiento de Seagoville, Texas por este medio pide una eleccion especial para el 06 de Noviembre de 2018, a partir de las 7:00 a.m. a 7:00 p.m. con el fin de presenter las propuestas de los votantes para enmendar su carta de inicio de regla por las siguientes proposiciones:

### LA PROPOSICION NO. 1

**PARA** (  ) Sera la seccion 3.01

**ENCONTRA** (  ) “Termino de la oficina”, de la carta inicio de regla de la ciudad de Seagoville el terminolimito enumerado en inciso (f), sera enmendada por medio de una abrogacion en su totalidad, como sea aplicables a los concejales de la ciudad y el alcalde?

### LA PROPOSICION NO. 2

**PARA** (  ) Sera la seccion 9.03

**ENCONTRA** (  ) “Nepotismo”, de la carta de inicio regla sera enmendada para derogar la disposicion que prohíbe la contratacion de cualquier persona que se relacionado con otro empleado de la ciudad por el tercer grado (3<sup>rd</sup>) de afinidad (matrimonio) o consanguinidad (de sangre)?”

**Seccion 2.** Que el Secretario de la ciudad por este medio se dirige a causar aviso de dicha eleccion por la publicacion en el periodico official de la ciudad de Seagoville, Texas, no antes de los 30 dias o mas tardar 10 dias antes del dia de la eleccion. Se conservara una copia del aviso publicado que contiene el nombre del periodico y la fecha de publicacion como un registro de tal notification. Aviso se publicara en el buletin utilizado para publicar aviso de reuniones de concejo municipal no mas tarde del dia 21 antes de dia de las elecciones segun Texas el codigo de eleccion seccion 4.003 y la persona que ponga el aviso hara un registro en el momento de registro indicando la fecha y lugar de publicacion segun el codigo electoral de Texas. El aviso se publicara tambien en el sitio web de las ciudad de acuerdo con el codigo de gobierno.

**Seccion 3.** La eleccion especial se celebrara conjuntamente con el administrador de elecciones del Condado de Dallas de acuerdo con las disposiciones del CODIGO ELECTORAL DE TEXAS y un acuerdo conjunto de eleccion. El administrador de la ciudad esta autorizado a ejecutar el acuerdo conjunto de elecciones y el contrato de servicios de eleccion con el Condado de Dallas para aprobar las enmiendas al mismo.

**Seccion 4.** Que un juez de eleccion que Preside y el juez suplente que presida eleccion seran designado segun el acuerdo conjunto de eleccion.

**Seccion 5.** La votacion temprana en persona se realizaran en el Ayuntamiento Seagoville, 702 North Highway 175, Seagoville, Texas 75159. La votacion temprana se llevara a cabo durante la semana comenzando lunes, 22 de Octubre de 2018 hasta el Viernes, 02 de Noviembre de 2018, 8:00 a.m. – 5:00 p.m. los residents calificados de Seagoville puede votar temprano para la eleccion conjunta en persona en el ayuntamiento de la ciudad de Seagoville o en cualquier otra localizacion, que esta publicada por el Condado de Dallas. Las solicitudes pueden presentarse por correo, portador de la entrega, Fax o correo electronico. Aplicacion para una papeleta sera enviada por correo:

Toni Pippin-Poole, Oficinista de votacion temprana  
Departamento de elecciones del Condado de Dallas  
Salud y servicios humanos

2377 N. Stemmons Freeway, Suite 820

Dallas, Texas 75207

Correo electronico: [evapplications@dallascounty.org](mailto:evapplications@dallascounty.org)

Fax 214-819-6303

La solicitud de papeleta por correo debera recibirse a mas tardar el cierre de actividades el 26 de Octubre de 2018.

**Seccion 6.** El Secretario Municipal debera presentar tal devolucion al Ayuntamiento para el escrutinio de la eleccion. Tal escrutinio sera realizado por el Consejo de ciudad no antes del dia 3<sup>rd</sup> ni mas tarde del dia 13<sup>th</sup> despues de las elecciones.

**Seccion 7.** Que esta resolucion surtira efecto inmediatamente y despues de su adopcion a si sera resuelto.

**DEBIDAMENTE RESUELTO Y APROBADO** por el Ayuntamiento de la ciudad de Seagoville el dia 2<sup>nd</sup> de Julio de 2018.

APROBADO:

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DENNIS K. CHILDRESS, ALCALDE

ATESTAR:

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KANDI JACKSON, SECRETARO DE LA CUIDAD

APROBADO EN CUANTO A FORMA:

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ALEXIS G. ALLEN, ABOGADO DE LA CIUDAD

## ***Regular Session Agenda Item: 8***

**Meeting Date:**               **July 2, 2018**

### **ITEM DESCRIPTION**

Discuss overnight parking at Malloy Bridge Road and the Eastbound Service Road at the Valero.

### **BACKGROUND OF ISSUE:**

This item was requested by Councilmember Fruin.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS**

N/A

## ***Regular Session Agenda Item: 9***

**Meeting Date: July 2, 2018**

### **ITEM DESCRIPTION**

A Resolution of the City Council of the City of Seagoville, Texas, ratifying Seagoville Economic Development Resolution No. 2018-R-05 approving a project agreement between Seagoville Economic Development Corporation and the City of Seagoville for the purchase and installation of twenty (20) decorative pole lights around the walking trail at C.O. Bruce Park, 1801 N. Highway 175, Seagoville, Texas, in an amount not to exceed Eighty Eight Thousand Nine Hundred Dollars and no cents (\$88,900.00); providing for repealing clause; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

C.O. Bruce Park offers many amenities for the citizens of Seagoville such as football fields, tennis courts, basketball court, splash pad, picnic pavilions, playground, pond, and the walking trail. Staff has determined providing more lighting in the Park is in the best interest of the health, safety, and welfare of the citizens that utilize the Park.

Through the Quality of Life Program, as authorized by *Chapters 501 and 505 et seq. of the TEX. LOC. GOV'T CODE*, the Seagoville Economic Development Corporation is allowed to fund the purchase of twenty (20) decorative pole lights for C.O. Bruce Park. The lights will be installed around the walking trail at C.O. Bruce Park for the enhancement and improvement to the amenities of the park.

### **FINANCIAL IMPACT:**

Project cost is \$88,900.00

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS**

SEDC Resolution  
Request for Funds  
Quote for lights and Installation  
Agreement

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

**RESOLUTION NO. 26-R-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, RATIFYING SEAGOVILLE ECONOMIC DEVELOPMENT RESOLUTION NO. 2018-R-05 APPROVING A PROJECT AGREEMENT BETWEEN SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF SEAGOVILLE FOR THE PURCHASE AND INSTALLATION OF TWENTY (20) DECORATIVE POLE LIGHTS AROUND THE WALKING TRAIL AT C.O. BRUCE PARK, 1801 N. HIGHWAY 175, SEAGOVILLE, TEXAS, IN AN AMOUNT NOT TO EXCEED EIGHTY EIGHT THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$88,900.00); PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City council has the desire to enhance the City's park system by purchasing and having twenty (20) decorative pole lights around the walking trail at C.O. Bruce Park, 1801 N. Highway 175, Seagoville, Texas; and

**WHEREAS**, the Seagoville Economic Development Corporation (SEDC) has indicated their desire to fund such a project by conducting a public hearing in accordance with State statute and authorizing a Project Agreement; and

**WHEREAS**, the City Council has reviewed the attached Project Agreement and finds that it is in the best interest of the City of Seagoville.

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

**SECTION 1.** The City Council hereby approves the Seagoville Economic Development Corporation project and authorizes the City Manager to execute said Project Agreement, attached hereto and incorporated herein along with the SEDC Resolution No. \_\_\_\_\_, and made a part hereof for all purposes, with the Seagoville Economic Development Corporation for the purchase and installation of twenty (20) decorative pole lights around the walking trail at C.O. Bruce Park, 1801 N. Highway 175, Seagoville, Texas, in an amount not to exceed eighty eight thousand nine hundred dollars and no cents (\$88,900.00).

**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 and it is accordingly resolved.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 2<sup>nd</sup> day of July, 2018.

APPROVED:

\_\_\_\_\_  
DENNIS K. CHILDRESS, MAYOR

ATTEST:

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
ALEXIS G. ALLEN, CITY ATTORNEY

(/cdb 06/26/2018)

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. 2018-R-05**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION APPROVING A PROJECT AGREEMENT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF SEAGOVILLE, TEXAS, FOR THE PURCHASE AND INSTALLATION OF TWENTY (20) DECORATIVE POLE LIGHTS AROUND THE WALKING TRAIL AT C.O. BRUCE PARK, 1801 N. HIGHWAY 175, SEAGOVILLE, TEXAS, IN AN AMOUNT NOT TO EXCEED EIGHTY EIGHT THOUSAND NINE HUNDRED DOLLARS AND NO CENTS (\$88,900.00); AUTHORIZING THE BOARD CHAIRPERSON TO EXECUTE; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Seagoville Economic Development Corporation ("SEDC") authorized by the Development Corporation Act of 1979, Chapter 505 et seq., Texas Local Government Code, providing for a grant to the City of Seagoville, Texas for the purchase and installation of twenty (20) decorative pole lights around the walking trail at C.O. Bruce Park in an amount not to exceed Eighty Eight Thousand Nine Hundred Dollars and no cents (\$88,900.00); and

**WHEREAS**, the SEDC has determined that the project described herein will further the purposes for which the SEDC was created; and

**WHEREAS**, the SEDC has determined that the project will provide quality of life benefits to the citizens of Seagoville;

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

**SECTION 1.** The SEDC hereby approves the Project Grant, which is attached hereto and incorporated herein for all purposes as Exhibit A, for the purchase and installation of twenty (20) decorative pole lights around the walking trail at C.O. Bruce Park in an amount not to exceed Eighty Eight Thousand Nine Hundred Dollars and no cents (\$88,900.00), in accordance with the terms and conditions set forth therein; and to authorize the Board of Directors Chairperson to execute the same on behalf of the corporation.

**SECTION 2.** That all resolutions of the SEDC heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the SEDC not in conflict with the provisions hereof shall remain in full force and effect.

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

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

**SECTION 4.** That this resolution shall take effect immediately from and after its passage, and it is accordingly resolved and approved by the City Council as required by law.

**DULY PASSED** by the Board of Directors of the Seagoville Economic Development Corporation on the 2<sup>nd</sup> day of July 2018.

APPROVED:

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Jose Hernandez, Board Chair

ATTEST:

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Kandi Jackson, City Secretary

APPROVED AS TO FORM:

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Alexis G. Allen, City Attorney  
(/cdb 06/26/2018)



# City of Seagoville

702 N. Hwy 175 ★ Seagoville, Texas 75159  
Phone (972) 287-2050 ★ Main Fax (972) 287-3891  
[www.seagoville.us](http://www.seagoville.us)

June 27, 2018

Board of Directors  
Seagoville Economic Development Corporation  
105 N. Kaufman Street  
Seagoville, Texas 75159

***RE: Request for Funding  
C.O. Bruce (Central) Park  
Decorative Safety Lighting***

Dear SEDC Board of Directors:

Please accept this letter as the City of Seagoville's official request for funding for the above referenced. C.O. Bruce Park, also known as Central Park, is the most utilized recreational facility year round in the City of Seagoville. It offers amenities such as the football fields, tennis courts, basketball court, splash pad, picnic pavilions, playground, pond, and the walking trail. While some of these amenities are used mainly during a certain "season", the walking trail is used throughout the entire year and all hours of the day. Based on the use of the walking trail, as well as the use of the Park in general, the City of Seagoville has determined providing more lighting in the Park is in the best interest of the health, safety and welfare of those utilizing such amenities.

The requested amount for this project is eighty eight thousand, nine hundred forty-four dollars and no cents (\$88,900.00). After obtaining quotes, it appears this is the best price for the products being purchased and installation of the same. This price includes the purchase of twenty (20) new pole lights, being decorative in nature, to be placed around the walking trail. This will provide better lighting for the trail and other areas of the Park, which will provide a safer place for those using the same.

If you have any questions or require additional information, please feel free to contact us at your convenience. Thank you for your consideration with regard to this matter.

Sincerely,

Patrick Stallings  
City Manager

PS/cdb

Office of the City Manager  
Email: [pstallings@seagoville.us](mailto:pstallings@seagoville.us)

# GROVES ELECTRICAL SERVICE, INC.

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"SINCE 1968"

6/25/2018

CASEY FILLMORE  
702 N. HWY 175  
SEAGOVILLE, TX. 75159

469-319-5027  
CFILLMORE@SEAGOVILLE.US

BID #18JUN20BJC  
BUY BOARD # 558-18

SEAGOVILLE CENTRAL PARK  
1801 N. HWY 175  
SEAGOVILLE, TX. 75159

SCOPE OF WORK: INSTALL 20 NEW POLE LIGHTS AROUND THE WALKING TRAIL.

CALL DIG TESS TO LOCATE UNDERGROUND UTILITIES, IF ALL IS CLEAR WE WILL PROCEED.  
WITH THE ASSISTANCE OF THE CUSTOMER WE WILL NEED TO CONFIRM ANY UNDERGROUND  
BRANCH CIRCUITS, SPRINKLERS, CABLE ETC. IN THE AREA, IF ALL IS CLEAR WE WILL PROCEED.

IT IS ASSUMED WE CAN USE THE ELECTRICAL PANELS IN THE 2 PEDESTALS TO FEED THE NEW POLE  
LIGHTS. DURING THE SITE VISIT THE PEDESTALS WERE LOCKED IN WHICH WE COULD NOT FIELD  
VERIFY IF THERE IS ROOM INSIDE THE PEDESTALS AND AVAILABLE BREAKER SPACE.  
INSTALL A CIRCUIT BREAKER IN THE EXISTING PANELS AND TIME CLOCK IN THE 2 PEDESTALS.

TRENCH FROM THE 2 POWER PEDESTALS, RUN AROUND THE POND ON THE OUTSIDE OF THE  
WALKING TRAIL, APPROXIMATELY 2000 LINEAR FEET.  
THE PIERS WILL BE APPROXIMATELY 18" DIAMETER PIERS 8' IN LENGTH FOR 20 POLE LIGHTS, 6" OF  
THE LENGTH OF THE PIER WILL BE OUT OF THE GROUND.  
PULL WIRE TO EACH PIER, AND INSTALL A NEW 16' POLE WITH AN LED FIXTURE ON THE NEW PIERS.

THE EXTRA DIRT FROM THE PIERS WILL BE SPREAD OUT OR LEFT ON THE JOB SITE IN AN AREA  
DESIGNATED.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PO #

\_\_\_\_\_  
ESTIMATOR, JIMMY CLARK

For acceptance please sign and return one copy. Payments to be cod or net 10<sup>th</sup> proxy month with approved credit. 70% rough and 30% on completion with approved credit.  
Price is void after 30 days. General contractor to provide toilet, water, electrical power, on site trash and debris disposal location.

1. **UNLESS SPECIFICALLY NOTED TO THE CONTRARY HEREIN, COVERAGE OF THESE ITEM ARE SPECIFICALLY EXCLUDED:** Tax, permit fee, rock digging or excavation; erosion control; casing of piers, repair of unmarked underground utilities, conformance with *The International Electrical Conversation Code (IEECC)*; excavations of any nature in excess of four feet deep; **COMPACTION** to a specified density; utility communication co. charges; wage rates; requirements of any "Building Standards"; Specifications by Owner, Architect or Engineer; work show on any drawings, addenda or specification that could be concurred to be within our trade or responsibility other than those listed within our Scope of Work; temporary power or lighting; temporary power usage or deposit; installation of overhead power lines for temporary; bond fees; scheduled overtime; insurance in excess that listed or Builder's Risk; fire or smoke stoppage for devices, light fixtures, raceways or conductors. Regulated by the Texas Department of Licensing and Regulations, PO Box 12157, Austin, TX 78711, 800-803-9202, 512-463-6599; website: [www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints)

ONCE ONCOR REMOVES THE POLE LIGHTS IN WHICH THEY ARE RESPONSIBLE FOR WE WILL VISIBLY INSPECT THE PIERS AND POSSIBLY USE 7 OF THE EXISTING PIERS TO INSTALL THE NEW POLE/FIXTURES ON. THIS WILL NEED TO BE KNOWN PRIOR TO ORDERING THE NEW POLE LIGHTS.

THE OLD ONCOR PIERS APPEAR TO BE ON THE INSIDE OF THE SIDEWALK IN WHICH WE WILL TRENCH/DIG UNDER THE SIDEWALK AND LOCATE THE EXISTING CONDUITS TO ATTACH THE NEW CONDUIT TO THE EXISTING CONDUITS AT THE PIERS.

PRICE: \$88,900.00

SAVINGS CAN APPLY IF WE USE ONCOR'S OLD PIER BASES RATHER THAN INSTALLING NEW PIERS. IT IS UNKNOWN AT THIS TIME IF THEY CAN BE USED AND ARE IN GOOD CONDITION.

EXCLUSIONS: DAMAGE TO ANY UNMARKED OR UNKNOWN UTILITIES, SPRINKLER LINES/WIRES, CIRCUITS, PLUMBING ETC. THE INTEGRITY OF THE EXISTING PIERS, DIGGING IN ROCK, GRASS/SOD REPAIRS OR REPLACEMENT, DAMAGE TO TREE ROOTS, ENGINEERING

\_\_\_\_\_  
AUTHORIZED SIGNATURE

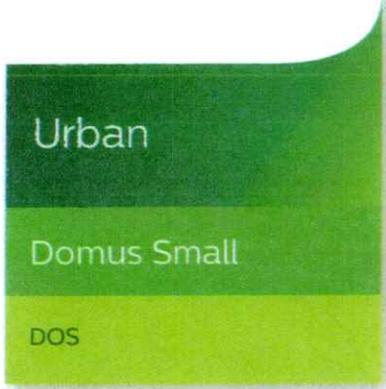
\_\_\_\_\_  
PO #

\_\_\_\_\_  
ESTIMATOR, JIMMY CLARK

For acceptance please sign and return one copy. Payments to be cod or net 10<sup>th</sup> proxy month with approved credit. 70% rough and 30% on completion with approved credit. Price is void after 30 days. General contractor to provide toilet, water, electrical power, on site trash and debris disposal location.

1. **UNLESS SPECIFICALLY NOTED TO THE CONTRARY HEREIN, COVERAGE OF THESE ITEM ARE SPECIFICALLY EXCLUDED:** Tax, permit fee, rock digging or excavation; erosion control; casing of piers, repair of unmarked underground utilities, conformance with *The International Electrical Energy Conversation Code (IEECC)*; excavations of any nature in excess of four feet deep; **COMPACTION** to a specified density; utility communication co. charges; wage rates; requirements of any "Building Standards"; Specifications by Owner, Architect or Engineer; work show on any drawings, addenda or specification that could be construed to be within our trade or responsibility other than those listed within our Scope of Work; temporary power or lighting; temporary power usage or deposit; installation of overhead power lines for temporary; bond fees; scheduled overtime; insurance in excess that listed or Builder's Risk; fire or smoke stoppage for devices, light fixtures, raceways or conductors. Regulated by the Texas Department of Licensing and Regulations, PO Box 12157, Austin, TX 78711, 800-803-9202, 512-463-6599; website: [www.license.state.tx.us/complaints](http://www.license.state.tx.us/complaints)

**PHILIPS  
LUMEC**



Project: \_\_\_\_\_  
 Location: \_\_\_\_\_  
 Cat.No: \_\_\_\_\_  
 Type: \_\_\_\_\_  
 Qty: \_\_\_\_\_  
 Notes: \_\_\_\_\_

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**Ordering guide**

example: DOS-30W16LED4K-T-LE4F-240-HS-DALI -DBA-1A-BKTX

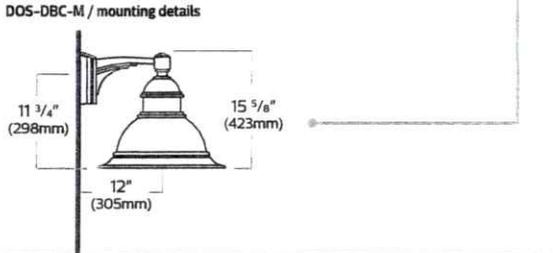
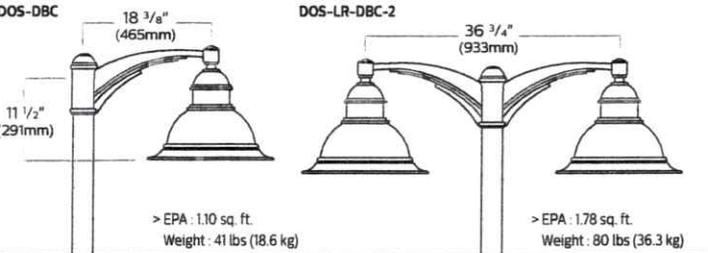
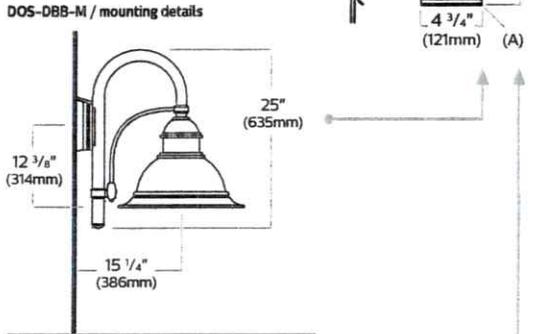
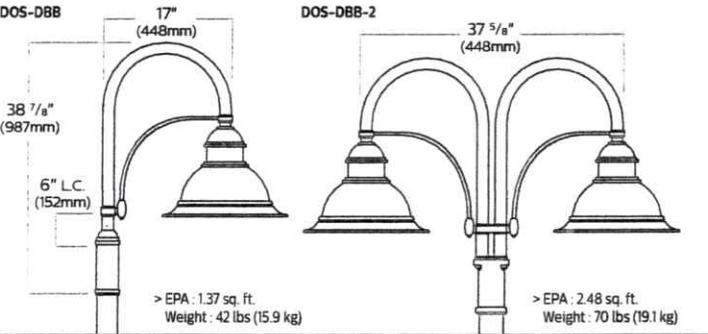
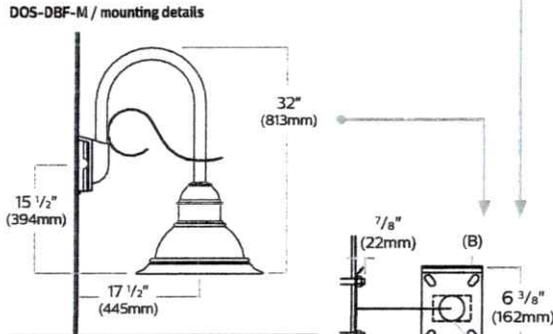
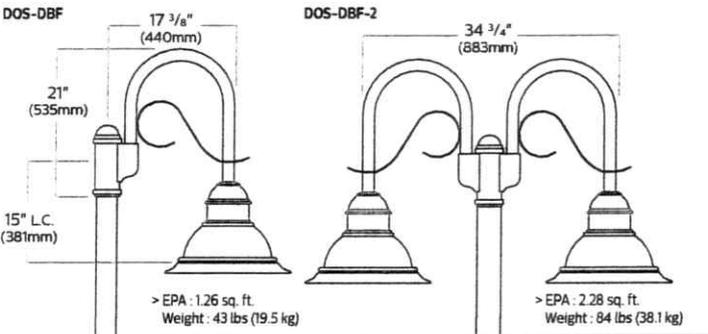
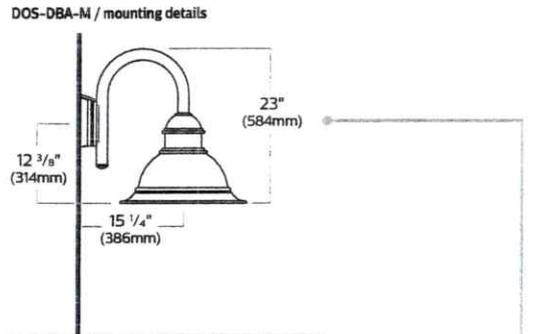
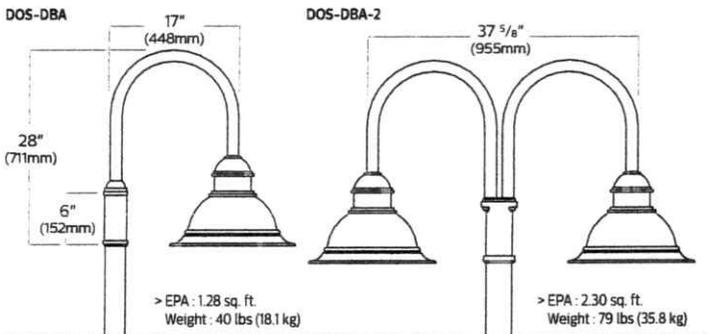
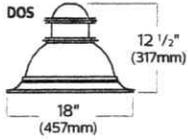
Prefix	Lamp or LED	Lamp Type	Optical System	Ballast	Luminaire Options	Driver Options	Adaptor	Mounting	Configuration	Pole*	Finish
DOS		T									
DOS Domus Small LED	24W16LED4K 30W16LED4K 35W32LED4K 55W32LED4K  24W16LED3K 30W16LED3K 35W32LED3K 55W32LED3K	T	LE2F Type 2 LE3F Type 3 LE4F Type 4 LE5F <sup>1</sup> Type 5	120 120V 208 208V 240 240V 277 277V	HS House Side Shield  SP2 Surge Protection, 20KV 20KA 120-277	AST Adjustable Start Time  CLO Constant Light Output  DALI Digitally Addressable Lighting Interface Dynadimmer  OTL Over The Life  CDMGP Dimming Level determined by user  Economy Profile CDMGE25 CDMGE50 CDMGE75  Median Profile CDMGM25 CDMGM50 CDMGM75  Safety Profile CDMGS25 CDMGS50 CDMGS75	MAS Adaptor for an existing mounting supplied by others for 1-1/4 NPT nipple	DBA DBB DBC DBF	1A 2 M		BE2TX Textured Midnight Blue BE6TX Textured Ocean Blue BE8TX Textured Royal Blue BG2TX Textured Sandstone BKTX Textured Black BRTX Textured Bronze GN4TX Textured Blue Green GN6TX Textured Forest Green GN8TX Textured Dark Forest Green GNTX Textured Green GR Gray Sandtex GY3TX Textured Medium Grey NP Natural Aluminum RD2TX Textured Burgundy RD4TX Textured Scarlet TG Hammertone Gold TS Hammertone Silver WHTX Textured White

\* Consult Philips.com/luminaires for details and the complete line of Philips poles and brackets.  
 1) Not available with HS option.

# DOS Domus Small

## Urban

### Dimensions (DBA, DBF, DBB & DBC)



- (A) One 2" hole (51 mm) Ø for wiring
- (B) 4 oblong holes 1/2" x 1" (13 mm x 25 mm) for anchoring horizontal junction box of 2" x 3" (51 x 76 mm) and 4 anchor bolts of 3/8" Ø (9.5 mm) not included
- > Structural members must be present in wall to accept bolts

# DOS Domus Small

## Urban

### Specifications

#### Housing

In a round shape, this housing is made of die cast A380 aluminum, c/w a watertight grommet, mechanically assembled to the bracket with four bolts 5/16 18 UNC. This suspension system permits for a full rotation of the luminaire in 90° increments.

#### Access Mechanism

A die cast A360 aluminum technical ring with latch, hinge and a cast in decorative skirt. The mechanism shall offer tool free access to the inside of the luminaire. An embedded memory retentive gasket shall ensure weatherproofing.

#### Lens

Made of soda lime tempered glass lens, mechanically assembled and sealed onto the lower part of the heat sink.

#### Light Engine

LEDgine composed of 5 main components: Heat Sink / Lens / LED lamp / Optical System / Driver. Electrical components are RoHS compliant.

#### LED Module

LED type Philips Lumileds LUXEON T. Composed of high-performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White, 4000 Kelvin nominal (3985K +/- 275K or 3710K to 4260K) or Warm White, 3000 Kelvin nominal (3045K +/- 175K or 2870K to 3220K), CRI 70 Min. 75 Typical.

#### Heat Sink

Made of cast aluminum optimising the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device).

#### Optical System

Composed of high performance optical grade PMMA acrylic refractor lenses to achieve desired distribution optimized to get maximum spacing, target lumens and a superior lighting uniformity. Optical system is rated IP66. Performance shall be tested per LM 63, LM 79 and TM 15 (IESNA) certifying its photometric performance. Street side indicated. Dark Sky compliant with 0% uplight and U0 per IESNA TM 15.

#### Driver

Driver comes standard with dimming compatible 0-10V. High power factor of 95%. Electronic driver, operating range 50/60 Hz. Auto adjusting universal voltage input from 120 to 277 VAC rated for both application line to line or line to neutral, Class I, THD of 20% max. Maximum ambient operating temperature from 40F(40C) to 130F(55C) degrees. Certified in compliance to UL1310 cULus requirement.

Dry and damp location. Assembled on a unitized removable tray with Tyco quick disconnect plug resisting to 221F(105C) degrees. The current supplying the LEDs will be reduced by the driver if the driver experiences internal overheating as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction. Standard built in driver surge protection of 2.5kV (min).

#### Driver Options

**AST:** Pre-set driver for progressive start-up of the LED module(s) to optimize energy management and enhance visual comfort at start-up.

**CLO:** Pre-set driver to manage the lumen depreciation by adjusting the power given to the LEDs offering the same lighting intensity during the entire lifespan of the LED module.

**DALI:** Pre-set driver compatible with the DALI control system.

**OTL:** Pre-set driver to signal end of life of the LED module(s) for better fixture management.

**CDMG:** Dynadimmer standard dimming functionalities including pre-programmed scenarios to suit many applications and needs from safety to maximum energy savings.

Ordering code	Scenario	Dimming time	Dimming power level
CDMG525	Safety	4 hours	25%
CDMG550	Safety	4 hours	50%
CDMG575	Safety	4 hours	75%
CDMG25	Median	6 hours	25%
CDMG50	Median	6 hours	50%
CDMG75	Median	6 hours	75%
CDMGE25	Economy	8 hours	25%
CDMGE50	Economy	8 hours	50%
CDMGE75	Economy	8 hours	75%

#### Surge Protection

Surge protector tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line Ground, Line Neutral and Neutral Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA.

#### Wiring

Gauge (#14) TEW/AWM 1015 or 1230 wires, 6" (152mm) minimum exceeding from luminaire.

#### Hardware

All exposed screws shall be complete with Ceramic primer seal basecoat to reduce seizing of the parts and offers a high resistance to corrosion. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber.

#### Luminaire Useful Life

Refer to IES files for energy consumption and delivered lumens for each option. Based on ISTMT in situ thermal testing in accordance with UL1598 and UL8750, Philips System Reliability Tool, Philips Advance data and Philips Lumileds LM-80/TM-21 data, expected to reach 100,000 + hours with >L70 lumen maintenance @ 25°C. Luminaire Useful Life accounts for LED lumen maintenance AND all of these additional factors including: LED life, driver life, PCB substrate, solder joints, on/off cycles, burning hours and corrosion. Entire luminaire is rated for operation in ambient temperature of -40°C / -40°F up to +35°C / +95°F.

#### Finish

In accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with ± 1 mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard. The surface treatment achieves a minimum of 2000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

#### LED products manufacturing standard

The electronic components sensitive to electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340 5 1 and ANSI/ESD S20.20 standards so as to eliminate ESD events that could decrease the useful life of the product

#### Quality Control

The manufacturer must provide a written confirmation of its ISO 9001 2008 and ISO 14001 2004 International Quality Standards Certification.

#### Vibration Resistance

Meets the ANSI C136.31 2001, American National Standard for Roadway Luminaire Vibration specifications for normal applications. (Tested for 1.5G over 100,000 cycles by an independent lab).

#### Certifications and Compliance

CSA, cULus Listed for Canada and USA

# DOS Domus Small

## Urban

### LED light engine technical information for DOS

LED = Philips Lumileds Luxeon T, CRI = 70, CCT = 3000K (3045K +/- 175K or 2870K to 3220K), System (LED + driver) rated life = 100,000 hrs<sup>1</sup>

LED Module	Typical delivered lumens	Typical system wattage <sup>2</sup>	Typical current				LED current	HID Replacement <sup>3</sup>	Luminaire Efficacy Rating (Lm/W)	BUG rating
			@ 120V	@ 208V	@ 240V	@ 277V				
24W16LED3K-T-LE2F	2277	29	0.25	0.15	0.13	0.12	530	70-100	79	B1-U0-G0
24W16LED3K-T-LE3F	2181	29	0.25	0.15	0.13	0.12	530	70-100	78	B1-U0-G0
24W16LED3K-T-LE4F	2132	29	0.25	0.15	0.13	0.12	530	70-100	74	B1-U0-G1
24W16LED3K-T-LE5F	2042	29	0.25	0.15	0.13	0.12	530	70-100	71	B2-U0-G0
30W16LED3K-T-LE2F	2865	38	0.32	0.19	0.17	0.15	700	70-100	76	B1-U0-G1
30W16LED3K-T-LE3F	2744	38	0.32	0.19	0.17	0.15	700	70-100	73	B1-U0-G1
30W16LED3K-T-LE4F	2683	38	0.32	0.19	0.17	0.15	700	70-100	71	B1-U0-G1
30W16LED3K-T-LE5F	2546	38	0.32	0.19	0.17	0.15	700	70-100	68	B2-U0-G1
35W32LED3K-T-LE2F	3113	36	0.31	0.19	0.17	0.16	350	70-100	87	B1-U0-G1
35W32LED3K-T-LE3F	2982	36	0.31	0.19	0.17	0.16	350	70-100	83	B1-U0-G1
35W32LED3K-T-LE4F	2915	36	0.31	0.19	0.17	0.16	350	70-100	82	B1-U0-G1
35W32LED3K-T-LE5F	2766	36	0.31	0.19	0.17	0.16	350	70-100	77	B2-U0-G1
55W32LED3K-T-LE2F	4515	53	0.47	0.27	0.24	0.22	530	100-150	85	B1-U0-G1
55W32LED3K-T-LE3F	4325	54	0.47	0.27	0.24	0.22	530	100-150	80	B1-U0-G1
55W32LED3K-T-LE4F	4228	54	0.47	0.27	0.24	0.22	530	100-150	79	B1-U0-G1
55W32LED3K-T-LE5F	4013	54	0.47	0.27	0.24	0.22	530	100-150	74	B3-U0-G1

LED = Philips Lumileds Luxeon T, CRI = 70, CCT = 4000K (3985K +/- 275K or 3710K to 4260K), System (LED + driver) rated life = 100,000 hrs<sup>1</sup>

LED Module	Typical delivered lumens	Typical system wattage <sup>2</sup>	Typical current				LED current	HID Replacement <sup>3</sup>	Luminaire Efficacy Rating (Lm/W)	BUG rating
			@ 120V	@ 208V	@ 240V	@ 277V				
24W16LED4K-T-LE2F	2596	29	0.25	0.15	0.13	0.12	530	70-100	91	B1-U0-G1
24W16LED4K-T-LE3F	2487	29	0.25	0.15	0.13	0.12	530	70-100	87	B1-U0-G0
24W16LED4K-T-LE4F	2431	29	0.25	0.15	0.13	0.12	530	70-100	85	B1-U0-G1
24W16LED4K-T-LE5F	2333	29	0.25	0.15	0.13	0.12	530	70-100	81	B2-U0-G0
30W16LED4K-T-LE2F	3267	38	0.32	0.19	0.17	0.15	700	70-100	87	B1-U0-G1
30W16LED4K-T-LE3F	3129	38	0.32	0.19	0.17	0.15	700	70-100	83	B1-U0-G1
30W16LED4K-T-LE4F	3059	38	0.32	0.19	0.17	0.15	700	70-100	81	B1-U0-G1
30W16LED4K-T-LE5F	2903	38	0.32	0.19	0.17	0.15	700	70-100	77	B2-U0-G1
35W32LED4K-T-LE2F	3550	36	0.31	0.19	0.17	0.16	350	70-100	99	B1-U0-G1
35W32LED4K-T-LE3F	3400	36	0.31	0.19	0.17	0.16	350	70-100	95	B1-U0-G1
35W32LED4K-T-LE4F	3324	36	0.31	0.19	0.17	0.16	350	70-100	93	B1-U0-G1
35W32LED4K-T-LE5F	3155	36	0.31	0.19	0.17	0.16	350	70-100	88	B2-U0-G1
55W32LED4K-T-LE2F	5149	53	0.47	0.27	0.24	0.22	530	100-150	96	B1-U0-G1
55W32LED4K-T-LE3F	4932	54	0.47	0.27	0.24	0.22	530	100-150	91	B1-U0-G1
55W32LED4K-T-LE4F	4822	54	0.47	0.27	0.24	0.22	530	100-150	90	B1-U0-G1
55W32LED4K-T-LE5F	4576	54	0.47	0.27	0.24	0.22	530	100-150	85	B3-U0-G1

- L70 = 100,000 hrs (at ambient temperature = 25°C).
- System wattage or total luminaire wattage includes the LED module and the LED driver.
- These guidelines show typical replacements for the HID wattage ranges shown. Replacements should always be confirmed with a photometric layout.

Note: Due to rapid and continuous advances in LED technology, LED luminaire data is subject to change without notice and at the discretion of Philips.

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[philips.com/luminaires](http://philips.com/luminaires)

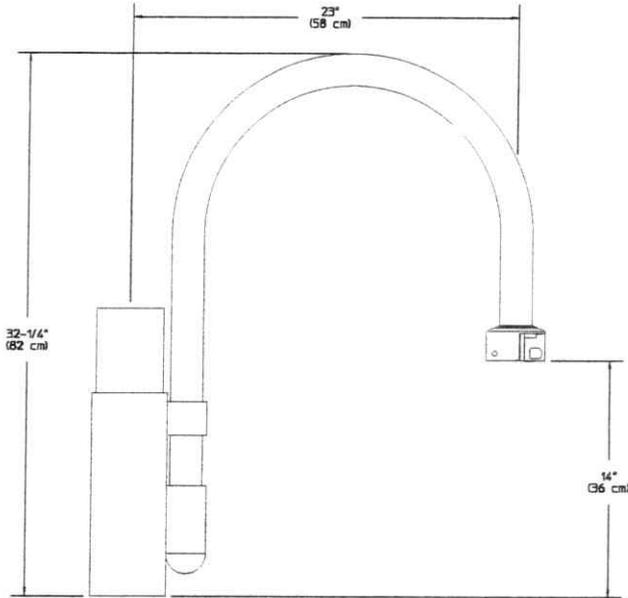


Philips Lighting, North America Corporation  
200 Franklin Square Drive, Somerset, NJ 08873  
Tel. 855-486-2216

Imported by: Philips Lighting,  
A division of Philips Electronics Ltd.  
281 Hillmount Rd, Markham, ON, Canada L6C 2S3  
Tel. 800-668-9008

# Single (HFP410) Specification Sheet

Project Name:	Location:	MFG: Philips Hadco
Fixture Type:	Catalog No.:	Qty:



## Ordering Guide

Example: HFP410 P4 A N

<b>Product Code</b>	HFP410	Single
<b>Post diameter</b>	P4	4" Post Mount
<b>Finish</b>	A B G H I J	Black White Verde Bronze Gray Green
<b>Arm Accessory</b>	N	None

## Specifications

### HOUSING:

6063-T6 Extruded aluminum .

### FINISH:

Thermoset polyester powdercoat is electrostatically applied after a five-stage conversion cleaning process and bonded by heat fusion thermosetting. Laboratory tested for superior weatherability and fade resistance in accordance with ASTM B117 specifications. For larger projects where a custom color is required, contact the factory for more information.

### WARRANTY:

Three-year limited warranty.

### Height :

32 1/4" (82 cm)

### Length:

23" (58 cm)

### EPA:

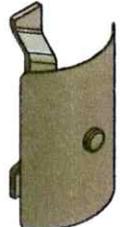
1.05 sq. ft.

### Note:

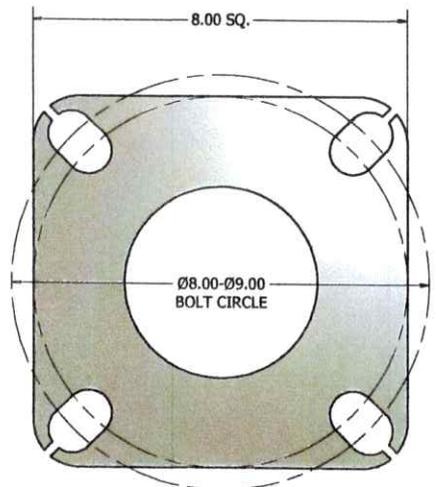
slip fits onto 4" O.D. x 4" long tenon or post top

POLE SHAFT SPECIFICATIONS				
1.	SHAFTS ARE ONE SECTION DESIGN FABRICATED FROM A WELDABLE GRADE CARBON STEEL STRUCTURAL TUBING (ASTM A500 GR. B) WITH A UNIFORM WALL THICKNESS. MATERIAL SHALL CONFORM TO ASTM A-500 GRADE B WITH A MINIMUM YIELD STRENGTH OF 46,000 P.S.I.			
2.	BASE PLATES ARE CONSTRUCTED OF A STRUCTURAL QUALITY HOT ROLLED CARBON STEEL PLATE (ASTM A36) WITH A GUARANTEED MINIMUM YIELD STRENGTH OF 36,000 P.S.I.			
3.	ANCHOR BOLTS ARE "L" FORMED BARS HAVING A MINIMUM YIELD STRENGTH OF 55,000 P.S.I., FABRICATED FROM ASTM F1554 GR. 55, THE BOLTS ARE FULLY GALVANIZED PER ASTM A153 SPECIFICATIONS. FURNISHED COMPLETE WITH 2 HEX NUTS AND 2 FLAT WASHERS.			
4.	POLES SHALL HAVE A POLYESTER POWDER COAT FINISH IN A STANDARD COLOR.			
POLE DIMENSIONS				
POLE HGT. (FT.)	TOP DIA. (IN.)	BOTTOM DIA. (IN.)	GAGE	MTG. HGT. (FT.)
16'	4.00	4.00	11 GAGE	16'
BASE PLATE DIMENSIONS				
BOLT CIRCLE (IN.)	BASE PLATE DIM. (IN.)	BOLT HOLE (IN.)	PLATE THK. (IN.)	
8.00-9.00	8.00 SQ.	1.00	.75	
ANCHOR BOLT DIMENSIONS				
ANCHOR BOLT DIA. (IN.)	ANCHOR BOLT LENGTH (IN.)			
.75	20.00			
ALLOWABLE WIND LOADING (SQ. FT.)				
WIND*	80 MPH	90 MPH	100 MPH	120 MPH
EPA	9.0	6.8	5.3	2.9

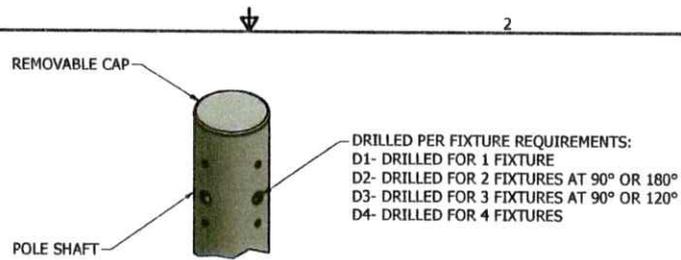
\*WITH 1.3 GUST FACTOR



2.00 X 4.00 HAND HOLE COVER

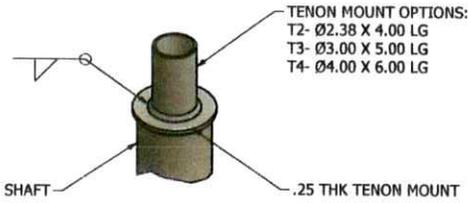


8.00 X 8.00 X .75 THK. BASE PLATE



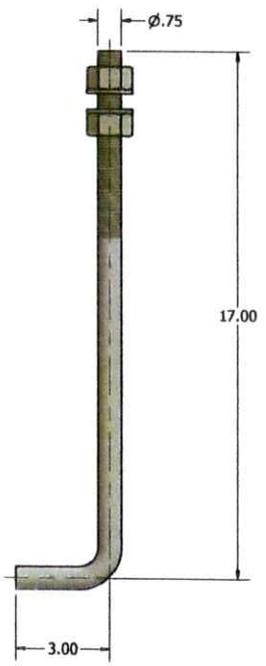
DRILLED MOUNT OPTIONS

DRILLED PER FIXTURE REQUIREMENTS:  
D1- DRILLED FOR 1 FIXTURE  
D2- DRILLED FOR 2 FIXTURES AT 90° OR 180°  
D3- DRILLED FOR 3 FIXTURES AT 90° OR 120°  
D4- DRILLED FOR 4 FIXTURES

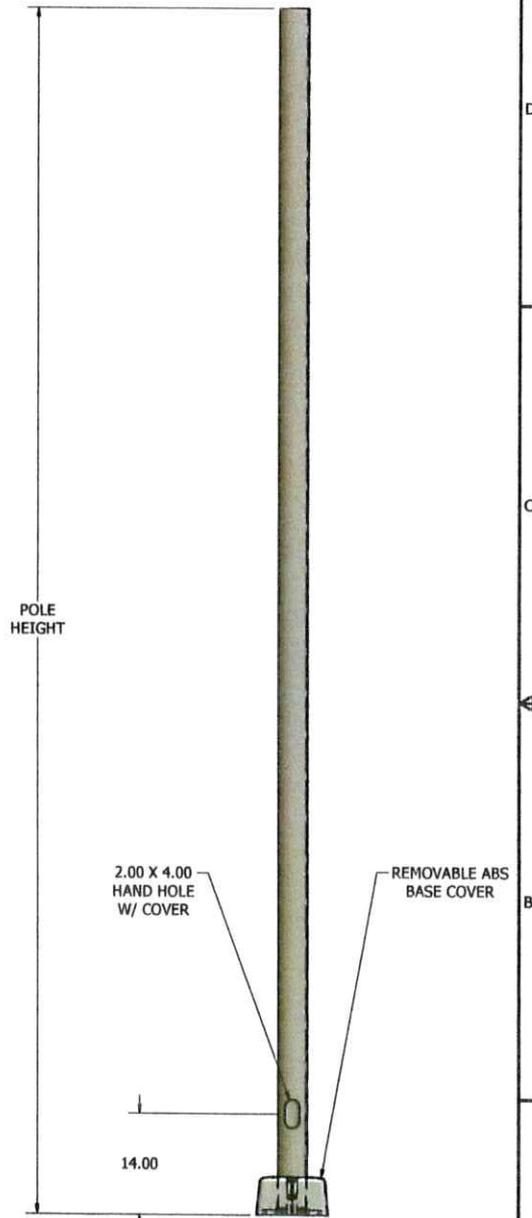


TENON MOUNT OPTIONS

TENON MOUNT OPTIONS:  
T2- Ø2.38 X 4.00 LG  
T3- Ø3.00 X 5.00 LG  
T4- Ø4.00 X 6.00 LG



Ø.75 X 20.00 ANCHOR BOLT



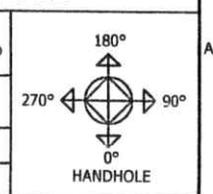
POLE DETAIL

**lyte poles**  
P.O. Box 340  
Eastpointe, MI 48021  
P: (586) 771-4610 | F: (586) 771-5527  
www.lytepoles.com  
a DWM company

DRAWN:	M. HARVALA	2/13/2015
CHECKED:		
REVISION:		DATE:
APPROVED:		
QUOTE:		
S.O.#		
REF:		SCALE: NONE

SOME GEOGRAPHICAL AREAS HAVE SPECIAL WIND CONDITIONS THAT CAN CREATE WIND INDUCED VIBRATIONS CAUSING A FATIGUE PROBLEM. NO METHOD HAS YET BEEN FOUND FOR PREDICTING DESTRUCTIVE LIGHTING POLE VIBRATION. THESE CONDITIONS ARE UNIQUE AND CANNOT BE GUARANTEED AGAINST, AND ARE THE RESPONSIBILITY OF A LOCAL SITE ENGINEER.

TITLE:  
CATALOG:  
DWG NO: 401-4011-16



STATE OF TEXAS

§  
§  
§  
§

**PROJECT AGREEMENT  
C.O. Bruce (Central) Park Lighting**

COUNTY OF DALLAS

This Project Agreement ("Agreement") is made by and between the City of Seagoville, Texas ("City") and the Seagoville Economic Development Corporation ("SEDC"), acting by and through their authorized officers.

**WITNESSETH:**

**WHEREAS**, pursuant to the authority of the *Development Corporation Act* (Title 12, Subtitle C1 of the TEX. LOC. GOV'T CODE or "*the Act*"), the SEDC desires to provide funding to the City for the purchase and installation of twenty (20) decorative pole lights around the walking trail at C.O. Bruce Park (hereinafter collectively referred to as the "**Project**") ; and

**WHEREAS**, the City and the SEDC find that this Agreement is in the public interest and serve a public purpose to enhance and improve amenities at the municipal park and recreation facility; and

**WHEREAS**, the SEDC is authorized by Chapters 501 and 505 *et seq.* of the TEX. LOC. GOV'T CODE to use its funds to promote recreation and to stimulate business in the City;

**NOW, THEREFORE**, in consideration of the foregoing, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I  
Definitions**

For the purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City" shall mean the City of Seagoville, Texas, acting by and through its City Manager.

"Effective Date" shall mean the last date this Agreement is signed by the authorized representatives of all parties hereto.

"Expiration Date" shall mean the termination date of this Agreement as provided in Article IV below.

"SEDC" shall mean the Seagoville Economic Development Corporation, a Type B sales tax corporation created pursuant to Chapters 501 and 505 of the *Development Corporation Act* (Title 12, Subtitle C1 of the TEX. LOC. GOV'T CODE), acting by and through its Chairperson.

## **ARTICLE II Term**

This Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

## **ARTICLE III Grant**

3.1 Amount of Grant. Subject to the City's satisfaction of all terms and conditions of this Agreement, the SEDC agrees to provide a Grant in an amount not to exceed Eighty Eight Thousand Nine Hundred Dollars and no cents (\$88,900.00) for the purchase and installation of twenty (20) decorative pole lights around the walking trail at C.O. Bruce Park (the, "Project").

3.2 Payment of Grant. The Grant shall be paid no later than sixty (60) days following the Effective Date of the Agreement.

3.3 Consideration for the Grant. The SEDC's agreement herein is in consideration of, and entered on the condition that the City construct the Project, more particularly located at C.O. Bruce Park, 1801 N. Hwy. 175, Seagoville, Texas. The City agrees to complete the Project within one hundred and twenty (120) days following the Effective Date of the Agreement.

3.4 Appropriations. The Grant made hereunder shall be paid solely from lawfully available funds that have been appropriate by the SEDC. Under no circumstances shall the SEDC's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, 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 IV Termination**

This Agreement shall terminate upon any one of the following:

- (a) by written agreement of the parties;
- (b) upon completion of the Project; or;
- (c) by either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof in accordance with this Agreement.

**ARTICLE V**  
**Miscellaneous**

5.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto.

5.2 Limitation of Liability. It is understood and agreed between the parties that the SEDC and City, in satisfying the conditions of this Agreement, have each acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

5.3 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. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

5.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

**If intended for the City, to:**

Patrick Stallings, City Manager  
City of Seagoville  
702 N. Highway 175  
Seagoville, Texas 75159

**With a copy to:**

Alexis G. Allen  
Nichols, Jackson, Dillard, Hager & Smith  
1800 Ross Tower, 500 N. Akard  
Dallas, Texas 75201

**If intended for the SEDC, to:**

Jose Hernandez, Chairperson  
Seagoville Economic Development Corporation  
105 N. Kaufman Street  
Seagoville, Texas 75159

**With a copy to:**

Alexis G. Allen  
Nichols, Jackson, Dillard, Hager & Smith  
1800 Ross Tower, 500 N. Akard  
Dallas, Texas 75201

5.5 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. This Agreement supersedes any prior Agreements between the Parties on the same matter.

5.6 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and, exclusive 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.

5.7 Amendment. This Agreement may only be amended by the mutual written agreement of the parties hereto. The SEDC Chairperson of the Board and the City Manager of the City are authorized to execute any amendments to this Agreement or any instruments related hereto.

5.8 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 the 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 shall be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provisions found to be illegal, invalid, or unenforceable.

5.9 Successors and Assigns. This Agreement may not be assigned without the prior written consent of the other party.

5.10 Recitals and Exhibits. The exhibits attached hereto and recitals to this Agreement are incorporated herein.

5.11 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.

5.12 Survival of Contents. 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.

5.13 Severability. In the event 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 any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

*Signature Page to Follow*

**SIGNED AND AGREED** this 2<sup>nd</sup> day of July, 2018.

**CITY OF SEAGOVILLE, TEXAS**

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

**ATTEST:**

By: \_\_\_\_\_  
Kandi Jackson, City Secretary

**SIGNED AND AGREED** this 2<sup>nd</sup> day of July, 2018.

**SEAGOVILLE ECONOMIC DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_  
Jose Hernandez, Board Chair

## ***Regular Session Agenda Item: 10***

**Meeting Date: July 2, 2018**

### **ITEM DESCRIPTION**

A Resolution of the City Council of the City of Seagoville, Texas, ratifying Seagoville Economic Development Resolution 2018-R-06 approving a project agreement between Seagoville Economic Development Corporation and the City of Seagoville for the purchase and installation of scoreboards, wireless remotes and internal batteries for wireless remotes to be located at Bearden Park, 500 May Rd, Seagoville, Texas, and C.O. Bruce Park, 1801 N. Highway 175, Seagoville, Texas, in an amount not to exceed Fifty-Three Thousand Five Hundred Forty-Four Dollars and Ninety Cents (\$53,544.90); providing for a repealing clause; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The scoreboards at Bearden Park and Central are antiquated and are no longer able to be repaired. Bearden Park is utilized by citizens and the Seagoville Youth Sports Association for the baseball fields. Central Park is utilized by citizens and the Seagoville Youth Sports Association for the football fields. Both parks are utilized on a regular basis for these purposes and the City desires to replace the old scoreboards with new updated scoreboards to benefit the citizens and the Seagoville Youth Sports Association.

Through the Quality of Life Program, as authorized by Chapters 501 and 505 et seq. of the TEX. LOC. GOV'T CODE, the Seagoville Economic Development Corporation is allowed to fund the purchase of one (1) 14'x6' Football Scoreboard, wireless controller with high gain antenna and internal batter for wireless remote for C.O. Bruce Park and four (4) 9'x6' Baseball Scoreboards, wireless controller with high gain antenna and internal batter for wireless remote for Bearden Park.

### **FINANCIAL IMPACT:**

Scoreboards including installation is \$53,544.90

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS**

SEDC Resolution  
Request for Funds  
Quote for Scoreboards and Installation  
Agreement

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

**RESOLUTION NO. 27-R-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, RATIFYING SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION RESOLUTION NO. 2018-R-06 APPROVING A PROJECT AGREEMENT BETWEEN SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF SEAGOVILLE FOR THE PURCHASE AND INSTALLATION OF SCOREBOARDS, WIRELESS REMOTES AND INTERNAL BATTERIES FOR WIRELESS REMOTES TO BE LOCATED AT BEARDEN PARK, 500 MAY ROAD, SEAGOVILLE TEXAS, AND C.O. BRUCE PARK, 1801 N. HIGHWAY 175, SEAGOVILLE, TEXAS, IN AN AMOUNT NOT TO EXCEED FIFTY-THREE THOUSAND FIVE HUNDRED FORTY-FOUR DOLLARS AND NINETY CENTS (\$53,544.90); PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City council has the desire to enhance the City's park system by purchasing and having installed one (1) 14' x 6' Football Scoreboard, wireless controller with high gain antenna and internal battery for wireless remote for C.O. Bruce Park and four (4) 9' x 6' Baseball Scoreboards, wireless controller with high gain antenna and internal battery for wireless remote for Bearden Park; and

**WHEREAS**, the Seagoville Economic Development Corporation (SEDC) has indicated their desire to fund such a project by conducting a public hearing in accordance with State statute and authorizing a Project Agreement; and

**WHEREAS**, the City Council has reviewed the attached Project Agreement and finds that it is in the best interest of the City of Seagoville.

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

**SECTION 1.** The City Council hereby approves the Seagoville Economic Development Corporation project and authorizes the City Manager to execute said Project Agreement, attached hereto and incorporated herein along with the SEDC Resolution No. \_\_\_\_\_, and made a part hereof for all purposes, with the Seagoville Economic Development Corporation for the purchase and installation of one (1) 14' x 6' Football Scoreboard, wireless controller with high gain antenna and internal battery for wireless remote for C.O. Bruce Park and four (4) 9' x 6' Baseball

Scoreboards, wireless controller with high gain antenna and internal battery for wireless remote for Bearden Park

**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 and it is accordingly resolved.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 2<sup>nd</sup> day of July, 2018.

APPROVED:

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DENNIS K. CHILDRESS, MAYOR

ATTEST:

---

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

---

ALEXIS G. ALLEN, CITY ATTORNEY

(/cdb 06/26/2018)

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION**

**RESOLUTION NO. 2018-R-06**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION APPROVING A PROJECT AGREEMENT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND THE CITY OF SEAGOVILLE, TEXAS, FOR THE PURCHASE AND INSTALLATION OF SCOREBOARDS, WIRELESS REMOTES AND INTERNAL BATTERIES FOR WIRELESS REMOTES TO BE LOCATED AT BEARDEN PARK, 500 MAY ROAD, SEAGOVILLE TEXAS, AND C.O. BRUCE PARK, 1801 N. HIGHWAY 175, SEAGOVILLE, TEXAS, IN AN AMOUNT NOT TO EXCEED FIFTY-THREE THOUSAND FIVE HUNDRED FORTY-FOUR DOLLARS AND NINETY CENTS (\$53,544.90); AUTHORIZING THE BOARD CHAIRPERSON TO EXECUTE; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Seagoville Economic Development Corporation ("SEDC") authorized by the Development Corporation Act of 1979, Chapter 505 et seq., Texas Local Government Code, providing for a grant to the City of Seagoville, Texas for the purchase and installation of one (1) 14' x 6' Football Scoreboard, wireless controller with high gain antenna and internal battery for wireless remote for C.O. Bruce Park and four (4) 9' x 6' Baseball Scoreboards, wireless controller with high gain antenna and internal battery for wireless remote for Bearden Park in an amount not to exceed Fifty Three Thousand, Five Hundred Forty-Four Dollars and ninety cents (\$53,544.90); and

**WHEREAS**, the SEDC has determined that the project described herein will further the purposes for which the SEDC was created; and

**WHEREAS**, the SEDC has determined that the project will provide quality of life benefits to the citizens of Seagoville;

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

**SECTION 1.** The SEDC hereby approves the Project Grant, which is attached hereto and incorporated herein for all purposes as Exhibit A, for the purchase and installation of one (1) 14' x 6' Football Scoreboard, wireless controller with high gain antenna and internal battery for wireless remote for C.O. Bruce Park and four (4) 9' x 6' Baseball Scoreboards, wireless controller with high gain antenna and internal battery for wireless remote for Bearden Park in an amount not to exceed Fifty Three Thousand, Five Hundred Forty-Four Dollars and ninety cents (\$53,544.90) in accordance with the terms and conditions set forth therein; and to authorize the Board of Directors Chairperson to execute the same on behalf of the corporation.

**SECTION 2.** That all resolutions of the SEDC heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the SEDC not in conflict with the provisions hereof shall remain in full force and effect.

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

**SECTION 4.** That this resolution shall take effect immediately from and after its passage, and it is accordingly resolved and approved by the City Council as required by law.

**DULY PASSED** by the Board of Directors of the Seagoville Economic Development Corporation on the 2<sup>nd</sup> day of July 2018.

APPROVED:

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Jose Hernandez, Board Chair

ATTEST:

---

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

---

Alexis G. Allen, City Attorney

(/cdb 06/26/2018)



# City of Seagoville

702 N. Hwy 175 ★ Seagoville, Texas 75159  
Phone (972) 287-2050 ★ Main Fax (972) 287-3891  
[www.seagoville.us](http://www.seagoville.us)

June 27, 2018

Board of Directors  
Seagoville Economic Development Corporation  
105 N. Kaufman Street  
Seagoville, Texas 75159

***RE: Request for Funding  
Bearden Park and C.O. Bruce (Central) Park  
Scoreboards, Wireless Controller with High Gain Antenna, Internal Battery***

Dear SEDC Board of Directors:

Please accept this letter as the City of Seagoville's official request for funding for the above referenced. As you know, Bearden Park houses the City's baseball fields and is utilized by the Seagoville Youth Sports Association and the community on a regular basis for this purpose. CO Bruce Park, also known as Central Park, contains the City of Seagoville's football fields and is also utilized by the Seagoville Youth Sports Association and the community on a regular basis for this purpose. Both of these facilities have scoreboards in place. However, we have received notification that the existing scoreboards are outdated and will no longer be able to be repaired as of this year. Therefore, the City seeks to replace these scoreboards with new updated scoreboards for the benefit of the youth and the community utilizing the same.

The requested amount for this project is fifty three thousand, five hundred forty-four dollars and ninety cents (\$53,544.90). After obtaining quotes, it appears this is the best price for the products being purchased and installation of the same. This price includes the purchase of one (1) scoreboard for Central Park, four (4) scoreboards for Bearden Park, wireless controllers with high gain antennas for each scoreboard, and internal batteries for the wireless remote for each scoreboard, as well as installation of the same.

If you have any questions or require additional information, please feel free to contact us at your convenience. Thank you for your consideration with regard to this matter.

Sincerely,



Patrick Stallings  
City Manager

PS/cdb

*Office of the City Manager  
Email: [pstallings@seagoville.us](mailto:pstallings@seagoville.us)*



PO Box 7726  
 DALLAS, TX 75209  
 Tel: 1-800-527-7510 Fax: 1-800-899-0149  
 Visit us at www.bsnsports.com

Contact Your Rep  
**Rob Podowski** Email: rpodowski@bsnsports.com | Phone: 214 232 4919

**Sold to**  
 1002908  
 CITY OF SEAGOVILLE  
 702 N HIGHWAY 175  
 SEAGOVILLE TX 75159-1774  
 USA

**Ship To**  
 1197494  
 CITY OF SEAGOVILLE  
 101 N WATSON  
 SEAGOVILLE TX 75159-1774  
 USA

**Payer**  
 1002908  
 CITY OF SEAGOVILLE  
 702 N HIGHWAY 175  
 SEAGOVILLE TX 75159-1774  
 USA

Quote	
Quote #:	21006144
Purchase Order #:	Scoreboards
Cart Name:	
Quote Date:	06/01/2018
Quote Valid-to:	07/31/2018
Payment Terms:	NT30
Ship Via:	
Ordered By:	Casey Fillmore

Item Description	Qty	Unit Price	Total
<b>BSN Football Scoreboard 14' x 6'</b> Item # - MSBFB15	1 EA	\$ 5,800.00	\$ 5,800.00
<b>Wireless Controller w/High Gain Antenna</b> Item # - MSBREM4HG	1 EA	\$ 1,287.99	\$ 1,287.99
<b>Internal Battery for Wireless Remote</b> Item # - MSBPP4	1 EA	\$ 114.99	\$ 114.99
<b>BSN Baseball Scoreboard 9' x 6'</b> Item # - MSBBS21	1 EA	\$ 3,900.00	\$ 3,900.00
<b>BSN Baseball Scoreboard 9' x 6'</b> Item # - MSBBS21	1 EA	\$ 3,900.00	\$ 3,900.00
<b>BSN Baseball Scoreboard 9' x 6'</b> Item # - MSBBS21	1 EA	\$ 3,900.00	\$ 3,900.00
<b>BSN Baseball Scoreboard 9' x 6'</b> Item # - MSBBS21	1 EA	\$ 3,900.00	\$ 3,900.00
<b>WIRELESS REMOTE CONTROL FOR FB BOARDS</b> Item # - MSBREM4	4 EA	\$ 1,057.99	\$ 4,231.96
<b>Internal Battery for Wireless Remote</b> Item # - MSBPP4	4 EA	\$ 114.99	\$ 459.96

TEXAS BUY BOARD VENDOR  
 CONTRACT #502-16  
 Call Justin Wilkerson for delivery  
 469-247-4249

Subtotal:	\$27,494.90
Other:	\$0.00
Freight:	\$1,050.00
Sales Tax:	\$0.00
Order Total:	\$28,544.90
Payment/Credit Applied:	\$0.00
<b>Order Total:</b>	<b>\$28,544.90</b>

## Casey Fillmore

---

**From:** Rob Podowski <RPodowski@bsnsports.com>  
**Sent:** Monday, June 04, 2018 5:53 PM  
**To:** Casey Fillmore  
**Cc:** Brigitte Metcalf  
**Subject:** Scoreboard Installation

Casey,

The installation estimate is more than I thought, it would be approximately \$25,000 for the install itself. The product is the price on the quote I sent you on Friday which was \$28,544. Additional install charges apply if any posts need replaced or restabilized which does look to be the case. Delivery time is about 4-6 weeks on the scoreboards. Let me know if you want us to send the installer out to confirm install but based on the pictures and status of the cement currently holding them up they will probably need to be replaced causing the install to be more than \$25K. Based on our conversation, I would assume you have someone to do the install at a less expensive price.

**Rob Podowski**  
Metro Sales Manager  
214-232-4919  
rpodowski@bsnsports.com  
14460 Varsity Brand Way  
Farmers Branch, Texas 75244

**BSN SPORTS**  
*The Heart of the Game*  
<http://www.bsnsports.com/catalogs>

STATE OF TEXAS

§  
§  
§  
§

**PROJECT AGREEMENT**  
**Bearden Park and Bruce Park Scoreboards**

COUNTY OF DALLAS

This Project Agreement ("Agreement") is made by and between the City of Seagoville, Texas ("City") and the Seagoville Economic Development Corporation ("SEDC"), acting by and through their authorized officers.

**WITNESSETH:**

**WHEREAS**, pursuant to the authority of the *Development Corporation Act* (Title 12, Subtitle C1 of the TEX. LOC. GOV'T CODE or "*the Act*"), the SEDC desires to provide funding to the City for the purchase and installation of one (1) 14' x 6' Football Scoreboard, wireless controller with high gain antenna and internal battery for wireless remote for C.O. Bruce Park and four (4) 9' x 6' Baseball Scoreboards, wireless controller with high gain antenna and internal battery for wireless remote for Bearden Park (hereinafter collectively referred to as the "**Project**") ; and

**WHEREAS**, the City and the SEDC find that this Agreement is in the public interest and serve a public purpose to enhance and improve amenities at two (2) municipal parks and recreation facilities; and

**WHEREAS**, the SEDC is authorized by Chapters 501 and 505 *et seq.* of the TEX. LOC. GOV'T CODE to use its funds to promote recreation and to stimulate business in the City;

**NOW, THEREFORE**, in consideration of the foregoing, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I**  
**Definitions**

For the purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

"City" shall mean the City of Seagoville, Texas, acting by and through its City Manager.

"Effective Date" shall mean the last date this Agreement is signed by the authorized representatives of all parties hereto.

"Expiration Date" shall mean the termination date of this Agreement as provided in Article IV below.

"SEDC" shall mean the Seagoville Economic Development Corporation, a Type B sales tax corporation created pursuant to Chapters 501 and 505 of the *Development Corporation Act* (Title 12, Subtitle C1 of the TEX. LOC. GOV'T CODE), acting by and through its Chairperson.

## **ARTICLE II Term**

This Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

## **ARTICLE III Grant**

3.1 Amount of Grant. Subject to the City's satisfaction of all terms and conditions of this Agreement, the SEDC agrees to provide a Grant in an amount not to exceed Fifty Three Thousand, Five Hundred Forty-Four Dollars and ninety cents (\$53,544.90) for the purchase and installation of one (1) 14' x 6' Football Scoreboard, wireless controller with high gain antenna and internal battery for wireless remote for C.O. Bruce Park and four (4) 9' x 6' Baseball Scoreboards, wireless controller with high gain antenna and internal battery for wireless remote for Bearden Park (the, "Project").

3.2 Payment of Grant. The Grant shall be paid no later than sixty (60) days following the Effective Date of the Agreement.

3.3 Consideration for the Grant. The SEDC's agreement herein is in consideration of, and entered on the condition that the City construct the Project, more particularly located at Bearden Park, 500 May Road, Seagoville, Texas and C.O. Bruce Park, 1801 N. Hwy. 175, Seagoville, Texas. The City agrees to complete the Project within one hundred and twenty (120) days following the Effective Date of the Agreement.

3.4 Appropriations. The Grant made hereunder shall be paid solely from lawfully available funds that have been appropriate by the SEDC. Under no circumstances shall the SEDC's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Consequently, notwithstanding any other provision of this Agreement, 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 IV Termination**

This Agreement shall terminate upon any one of the following:

- (a) by written agreement of the parties;
- (b) upon completion of the Project; or;
- (c) by either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof in accordance with this Agreement.

**ARTICLE V**  
**Miscellaneous**

5.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the parties hereto.

5.2 Limitation of Liability. It is understood and agreed between the parties that the SEDC and City, in satisfying the conditions of this Agreement, have each acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

5.3 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. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

5.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

**If intended for the City, to:**

Patrick Stallings, City Manager  
City of Seagoville  
702 N. Highway 175  
Seagoville, Texas 75159

**With a copy to:**

Alexis G. Allen  
Nichols, Jackson, Dillard, Hager & Smith  
1800 Ross Tower, 500 N. Akard  
Dallas, Texas 75201

**If intended for the SEDC, to:**

Jose Hernandez, Chairperson  
Seagoville Economic Development Corporation  
105 N. Kaufman Street  
Seagoville, Texas 75159

**With a copy to:**

Alexis G. Allen  
Nichols, Jackson, Dillard, Hager & Smith  
1800 Ross Tower, 500 N. Akard  
Dallas, Texas 75201

5.5 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. This Agreement supersedes any prior Agreements between the Parties on the same matter.

5.6 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and, exclusive 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.

5.7 Amendment. This Agreement may only be amended by the mutual written agreement of the parties hereto. The SEDC Chairperson of the Board and the City Manager of the City are authorized to execute any amendments to this Agreement or any instruments related hereto.

5.8 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 the 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 shall be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provisions found to be illegal, invalid, or unenforceable.

5.9 Successors and Assigns. This Agreement may not be assigned without the prior written consent of the other party.

5.10 Recitals and Exhibits. The exhibits attached hereto and recitals to this Agreement are incorporated herein.

5.11 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.

5.12 Survival of Contents. 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.

5.13 Severability. In the event 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 any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

*Signature Page to Follow*

**SIGNED AND AGREED** this 2<sup>nd</sup> day of July, 2018.

**CITY OF SEAGOVILLE, TEXAS**

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

**ATTEST:**

By: \_\_\_\_\_  
Kandi Jackson, City Secretary

**SIGNED AND AGREED** this 2<sup>nd</sup> day of July, 2018.

**SEAGOVILLE ECONOMIC DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_  
Jose Hernandez, Board Chair

# ***Regular Session Agenda Item: 11***

**Meeting Date: July 2, 2018**

## **Item Description**

Second reading, and consider approval of, Resolution No. 25-R-2018 approving an Economic Development Grant from the Seagoville Economic Development Corporation to KH, LLC d/b/a Kelly Harris Company, in the amount of \$108,000, to offset the purchase price, for the sale of the property owned by the Seagoville Economic Development Corporation and located at 1920 N. U.S. Highway 175, Seagoville, Texas

## **BACKGROUND OF ISSUE:**

The SEDC owns the property located at 1920 North U.S. Highway 175, Seagoville, Dallas County, Texas. Kelly Harris of KH, LLC d/b/a Kelly Harris Company ("Company") desires to purchase and develop the property by constructing a strip center consisting of commercial, retail and restaurant uses. Since the development of the property, as proposed by Mr. Harris, will provide new business enterprise and will result in the creation of new jobs in the City, the SEDC desires for the Company to construct strip center. The Company has advised the SEDC that a contributing factor that would induce the construction on the property would be an agreement for SEDC to provide an economic development grant to reduce the cost of the purchase of the property. The SEDC has held a public hearing on the economic development grant to Company in the amount of \$108,000.00 to offset the purchase price of the SEDC owned property located at 1920 North U.S. Highway 175, Seagoville, Dallas County, Texas.

Mr. Harris is an established developer here in the City of Seagoville with one of his largest Seagoville developments being the local retail and commercial development located at Malloy Bridge Road and N. Highway 175. A review of the Kelly Harris Company website (<http://kellyharriscompany.com/>) provides a gallery of other projects and developments wherein Mr. Harris was involved. Based on Mr. Harris' professionalism, experience and success, staff recommends approval of this Grant.

## **FINANCIAL IMPACT:**

Economic Development Incentive Grant in the amount of \$108,000.00

## **EXHIBITS**

SEDC Resolution

Economic Development Incentive Agreement with accompanying form Restriction Agreement and Purchase and Sale Agreement

**RESOLUTION NO. 25-R-2018**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BY AND BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION (“SEDC”) AND KH, LLC d/b/a KELLY HARRIS COMPANY, ATTACHED AS EXHIBIT “A”; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the SEDC is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will result in the creation of new jobs and will promote new and expanding business enterprises within the City; and

**WHEREAS**, the City Council has determined that the Agreement attached as Exhibit “A” will create new jobs and will promote new and expanded business enterprises within the City of Seagoville; and

**WHEREAS**, the City Council finds that the expenditure of funds pursuant to the Agreement is authorized by the Act and that the Agreement should be approved; and

**WHEREAS**, the City Council has conducted two (2) readings of this resolution;

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

**Section 1.** That the City Council hereby approves the Agreement attached hereto as Exhibit “A”.

**Section 2.** That the City Council authorizes the SEDC to enter into any additional agreements necessary to effectuate the Agreement attached as Exhibit “A”, including a land sale agreement and restriction agreement.

**Section 3.** This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY RESOLVED AND ADOPTED First Reading and Second Reading** of the City Council of the City of Seagoville, Texas, this the 2<sup>nd</sup> day of July, 2018.

**APPROVED:**

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Dennis K. Childress, Mayor

**ATTEST:**

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Kandi Jackson, City Secretary

**APPROVED AS TO FORM:**

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Alexis G. Allen, City Attorney  
(/cdb 06/26/2018)

**Exhibit "A"**  
**Economic Development Agreement**  
**(to be attached)**

**RESOLUTION NO. 2018-R-07**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT BY AND BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION (“SEDC”) AND KELLY HARRIS COMPANY, LLC, ATTACHED AS EXHIBIT “A”; AUTHORIZING THE CITY MANAGER / EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENTS; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the SEDC is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will result in the creation of new jobs and will promote new and expanding business enterprises within the City; and

**WHEREAS**, the SEDC has conducted a public hearing to consider the Agreement; and

**WHEREAS**, the SEDC Board of Directors has determined that the Agreement attached as Exhibit “A”, and the sale of the property located at 1920 N. U.S. Highway 175 pursuant to the Agreement, will create new jobs and will promote new and expanded business enterprises within the City of Seagoville; and

**WHEREAS**, the SEDC finds that the expenditure of funds pursuant to the Agreement is authorized by the Act and that the Agreement should be approved;

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

**SECTION 1.** That the Board of Directors of the Seagoville Economic Development Corporation hereby approves the Economic Development Incentive Agreement by and between the SEDC and Kelly Harris Company, LLC, in an amount not to exceed one hundred and eight thousand dollars (\$108,000.00), for the purchase of the property located at 1920 N. U.S. Highway 175, which is attached hereto as Exhibit “A”.

**SECTION 2.** That the City Manager/Executive Director of the Seagoville Economic Development Corporation is authorized to execute the Agreement, as well as the Land Sale Agreement and Restriction Agreement referenced therein, on behalf of the SEDC.

**SECTION 3.** That all resolutions of the SEDC heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions of the SEDC not in conflict with the provisions hereof shall remain in full force and effect.

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

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

**SECTION 5.** That this resolution shall take effect immediately from and after its passage, and it is accordingly resolved and approved by the City Council as required by law.

**DULY PASSED** by the Board of Directors of the Seagoville Economic Development Corporation on the 2<sup>nd</sup> day of July 2018.

APPROVED:

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Jose Hernandez, Board Chair

ATTEST:

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Kandi Jackson, City Secretary

APPROVED AS TO FORM:

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Alexis G. Allen, City Attorney  
(/cdb 06/26/2018)

**Exhibit "A"**  
**Economic Development Agreement**  
**(to be attached)**

## ***Regular Session Agenda Item: 12***

**Meeting Date: July 2, 2018**

### **ITEM DESCRIPTION**

Approval of a Resolution of the City of Seagoville, Texas, authorizing the City Manager to execute a Project Specific Agreement regarding Malloy Bridge Road, a Type “B” public roadway, made pursuant to Master Road and Bridge Interlocal Maintenance Agreement between the City of Seagoville and Dallas County in an amount not to exceed Seventy-Six Thousand, Six Hundred Fifty Nine Dollars and Fifty Cents (\$76,659.50); and providing for an effective date.

### **BACKGROUND OF ISSUE:**

The City of Seagoville entered into an Interlocal Agreement where Dallas County agreed to provide partial funding for qualified Type “B” road and bridge maintenance projects. The Project Specific Agreement, supplemental to the Master Interlocal Agreement, for the purpose of transportation-related maintenance, repairs and improvements to be done on Malloy Bridge Road.

### **FINANCIAL IMPACT:**

Per the agreement, the City’s share of the project cost is \$76,659.50.

### **RECOMMENDATION:**

Staff recommends approval

### **EXHIBITS**

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

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC AGREEMENT REGARDING MALLOY BRIDGE ROAD, A TYPE "B" PUBLIC ROADWAY, MADE PURSUANT TO MASTER ROAD AND BRIDGE INTERLOCAL MAINTENANCE AGREEMENT BETWEEN THE CITY OF SEAGOVILLE AND DALLAS COUNTY IN AN AMOUNT NOT TO EXCEED SEVENTY-SIX THOUSAND, SIX HUNDRED FIFTY NINE DOLLARS AND FIFTY CENTS (\$76,659.50); AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Seagoville, Texas entered into an Interlocal Agreement where Dallas County agreed to provide partial funding for qualified Type "B" road and bridge maintenance projects; and

**WHEREAS**, the Project Specific Agreement, supplemental to the Master Interlocal Agreement, for the purpose of transportation-related maintenance, repairs and improvements to be done on Malloy Bridge Road; and

**WHEREAS**, the City Council has reviewed the Agreement and finds it to be in the best interest of the citizens of Seagoville.

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

**SECTION 1.** The City Manager is hereby authorized, on behalf of the City of Seagoville, Texas, to sign a Project Specific Agreement in an amount not to exceed seventy-six thousand, six hundred fifty nine dollars and fifty cents (\$76,659.50) for the purpose of transportation-related maintenance, repairs and improvements to be done on Malloy Bridge Road, a copy of which is attached hereto and incorporated herein as Exhibit "A".

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

**DULY RESOLVED** by the City Council of the City of Seagoville, Texas, this the 2<sup>nd</sup> day July, 2018.

APPROVED:

---

MAYOR DENNIS K CHILDRESS

ATTEST:

---

CITY SECRETARY KANDI JACKSON

APPROVED AS TO FORM:

---

CITY ATTORNEY ALEXIS ALLEN  
(/cdb 06/25/2018)

**PROJECT SPECIFIC AGREEMENT  
RE: MALLOY BRIDGE ROAD, “TYPE B” PUBLIC ROADWAY -- MADE  
PURSUANT TO MASTER ROAD & BRIDGE INTERLOCAL  
MAINTENANCE AGREEMENT BETWEEN DALLAS COUNTY, TEXAS  
AND CITY OF SEAGOVILLE, TEXAS**

This Project Specific Agreement, (hereinafter “PSA”), supplemental to the Master Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter “County”) and the City of Seagoville, Texas (hereinafter “City”), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken on the Streets listed on public roadway in the City of Seagoville (“Project”).

**WHEREAS**, Chapter 791 of the Texas Government Code and Chapter 251 of the Texas Transportation Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services; and

**WHEREAS**, on or about October 3, 2017, County and City entered into a Master Interlocal Agreement (“Agreement”), whereby County agreed to provide partial funding for such duly qualified “Type B: road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of City, and

**WHEREAS**, City now desires County to provide partial funding for such a duly qualified project consisting of single course chip seal of designated blocks of enumerated public roadway situated in the City of Seagoville, Texas, as more fully described on Attachment “A”.

**NOW THEREFORE THIS PSA** is made by and entered into by County and City, for the mutual consideration stated herein.

**Witnesseth**

**Article I**

**Project Specific Agreement**

This PSA is specifically intended to identify a Project authorized under the Master Agreement. This document sets forth the rights and responsibilities pertaining to each party hereto, and is additional and supplemental to the Master Agreement, and all amendments and supplements thereto, which are incorporated herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

**Article II**

**Incorporated Documents**

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Interlocal Agreement authorized by County Commissioners Court Order. 2017-1291 dated October 3, 2017, and additions thereto as incorporated herein,
2. The Construction Estimate (Attachment “A”), and
3. Map/Diagram of the Proposed Work Site (Attachment “B”).

### **Article III**

#### **Term of Agreement**

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

### **Article IV**

#### **Project Description**

This PSA is entered into by the parties for purpose of jointly identifying and funding repair, maintenance and improvements on duly qualified “Type B” public roadway within the City of Seagoville, Texas. The Project shall consist of single course chip seal of Malloy Bridge road in the City of Seagoville, Texas, (hereinafter “Project”), and as more fully described in Attachments “A” and “B”, attached hereto and incorporated herein. The Project is authorized by the aforementioned Master Interlocal Agreement, with the parties’ obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

### **Article V**

#### **Fiscal Funding**

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this **PSA**, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this **PSA** as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this **PSA** or failure of any funding party to budget or authorize funding for this **PSA** during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this **PSA**. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this **PSA** is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this **PSA**, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this **PSA** as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this **PSA** or failure of any funding party to budget or authorize funding for this **PSA** during the current or future

fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

## **Article VI** **Agreements**

### **I. City's Responsibilities:**

1. Where necessary, City, at its own expense, shall be responsible for the following: (a) informing the public of the proposed reconstruction of the Project; (b) locating all manholes, water valves, and other utilities within the Project, (c) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (d) acquiring any right-of-way necessary to complete the Project; (e) remediating any hazardous or regulated material, or other environmental hazard in the Project location, (f) funding the purchase of all materials necessary to perform the Project construction.
2. City shall further be responsible for all maintenance when the Project is completed.

### **III. County Responsibilities:**

1. County shall provide labor, manpower and equipment necessary to complete the Project.
2. County shall complete all contemplated services in a good and workmanlike manner.

### **IV. Funding:**

County and City mutually agree that the initial and anticipated Project cost is approximately \$126,659.00.00 as set forth in Attachment "A". The parties hereto further agree that City shall be responsible to pay \$76,659.00. County shall contribute the remaining amount, in-kind, in the form of labor and equipment in the amount of \$50,000.00. In no event shall County's in-kind contribution exceed Fifty Percent (50%) of the initial and anticipated total Project cost.

City and County further agree as follows:

1. Should the final cost of the Project exceed the initial and anticipated Project costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein.
2. Immediately upon the commencement of the Project by County, City shall deposit with the Dallas County Treasurer \$76,659.00, representing the full amount of material cost purchased by Dallas County.

**Article VII**  
**Miscellaneous:**

- I. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- II. **No Third Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. **Applicable Law.** This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- IV. **Notice.** All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

**COUNTY:**

Director of Public Works  
Dallas County  
411 Elm Street, Suite 400  
Dallas, Texas 75202

**and**

Commissioner John Wiley Price  
Road & Bridge District #3  
411 Elm Street, Second Floor  
Dallas, Texas 75202

**CITY:**

Director of Public Works  
City of Seagoville  
702 N. Hwy. 175  
Seagoville, Texas 75159

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Counterparts. This PSA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.
- XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of Hutchins.

The City of Seagoville, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_, dated the \_\_\_ day of \_\_\_\_\_, 2018.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF SEAGOVILLE:**

**COUNTY OF DALLAS:**

\_\_\_\_\_  
PAT STALLINGS  
CITY MANAGER

\_\_\_\_\_  
CLAY LEWIS JENKINS  
COUNTY JUDGE

**ATTEST:**

~~DARA CRABTREE~~ *Kandi Jackson*  
CITY SECRETARY

**APPROVED AS TO FORM:\***

FAITH JOHNSON  
DISTRICT ATTORNEY



\_\_\_\_\_  
Sherri Turner  
Assistant District Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

OFFICE OF COMMISSIONER  
DISTRICT NO. 3



JOHN WILEY PRICE

Attachment (A)

MALLOY BRIDGE ROAD Type B

Single course Chip Seal, CRS-2 emulsion apply at .4 gallons per Sy. Chat grade 4 crushed stone application rate vary (25 to 28) Lbs. per Sy. Estimate cost includes Pavement Stripes.

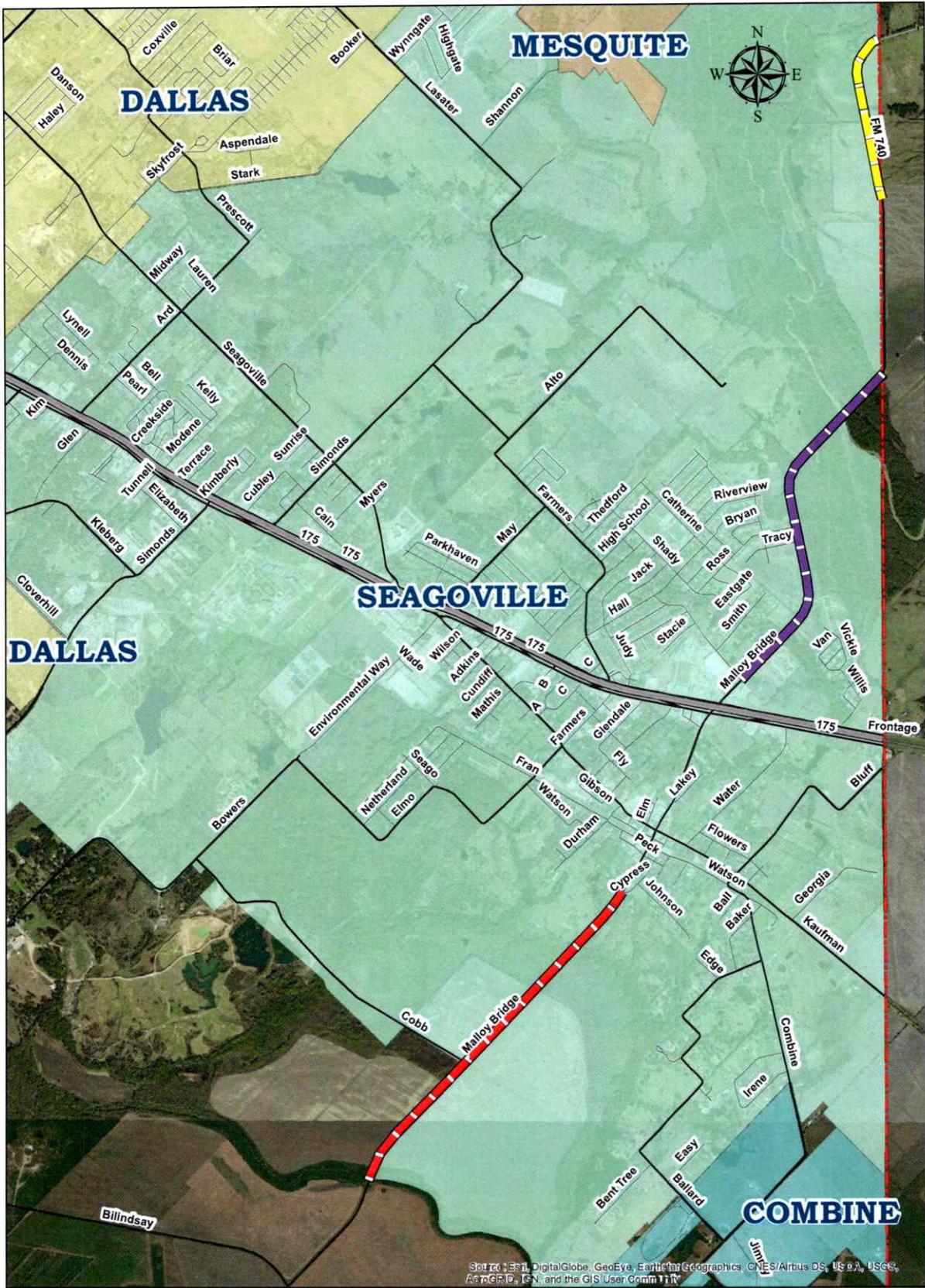
MALLOY BRIDGE ROAD ESTIMATE.

Begin	End	Length	Width	Cy.	Blocks	City Cost	County Cost	Project cost
East City Limit	Cypress St.	8,712	25	24,200	709 to 510	<b>36,300.00</b>	22,500.00	58,800.00
Crestview	Kaufman County line	8186	25	22,739	900 to 1315	<b>34,108.50</b>	22,500.00	56,608.50
Kaufman County Line	West City Limit	1500	25	4,167	401 to 1333	<b>6,250.50</b>	5,000.00	11,250.50
		<b>Totals</b>		<b>51,106</b>		<b>\$76,659.00</b>	<b>\$50,000.00</b>	<b>\$126,659.00</b>

CITY TO FURNISH WATER

IF YOU NEED FURTHER INFORMATION PLEASE CALL 972.225.2378

**"ATTACHMENT B"**



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNR/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



**Type B Street(s)**

-  1 Malloy Bridge Road - Parson Slough to Cypress Street
-  2 Malloy Bridge Road - Crestview Street to Kaufman County Line
-  3 Malloy Bridge Road - Kaufman County Line to Kaufman County Line

**Index**

-  Minor Road
-  Major Road
-  Highway/Freeway

## ***Regular Session Agenda Item: 13***

**Meeting Date: July 2, 2018**

### **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 Session Agenda Item: 14***

**Meeting Date: July 2, 2018**

### **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: 15*

**Meeting Date: July 2, 2108**

### **ITEM DESCRIPTION:**

Recess into Executive Session in compliance with Texas Government Code:

- A. Section 551.087. Discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, and to deliberate the offer of a financial or other incentive to a business prospect, to wit: "Project Cake."
- B. Section 551.072. Deliberation regarding the purchase, exchange, lease, or value of real property located on Simonds Road.

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS**

N/A

## *Executive Session Agenda Item: 16*

**Meeting Date: July 2, 2018**

**ITEM DESCRIPTION:**

Reconvene into Regular Session

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

**BACKGROUND OF ISSUE:**

N/A

**FINANCIAL IMPACT:**

N/A

**EXHIBITS**

N/A