



JOINT MEETING AGENDA

CITY COUNCIL
&
SEAGOVILLE ECONOMIC DEVELOPMENT
CORPORATION

MONDAY, OCTOBER 15, 2018

6:30 P.M.

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. Presentation – Seagoville High School Interns (Library Director)**

Adjourn

REGULAR SESSION - 7:00 P.M.

City Council Call to Order

SEDC Call to Order

Invocation

Pledge

- 1. Consider approval of a budget amendment for the fiscal year ended September 30, 2019 (SEDC-Finance Director)**
- 2. Discussion with and presentation from Mr. Justin Thompson of Site Location Partnership (SLP) concerning proposed custom contract services for the Seagoville Economic Development Corporation**

3. Discuss and consider a Resolution of the Seagoville Economic Development Corporation approving the terms and conditions of an Exchange Agreement ("Agreement") by and between the City of Seagoville and the Seagoville Economic Development Corporation, attached hereto as Attachment "1", and the exhibits thereto, and authorizing the Executive Director to execute the Agreement on behalf of the SEDC; and approving the Exchange Agreement by and between the Seagoville Economic Development Corporation ("SEDC") and Charlotte Lee Taylor ("Taylor"), attached hereto as Attachment "2" and the exhibits thereto; authorizing the Executive Director to execute the Agreement on behalf of the SEDC; providing for a repealing clause; providing for a severability clause; and providing an effective date (City Attorney & City Manager)

4. Discuss and consider a Resolution approving the terms and conditions of an Exchange Agreement ("Agreement") by and between the City of Seagoville ("City") and the Seagoville Economic Development Corporation ("SEDC"), attached hereto as Attachment "1" and the exhibits thereto; approving an Exchange Agreement between the SEDC and Charlotte Taylor, attached hereto as Attachment "2"; and approving the Exchange Agreement between Charlotte Lee Taylor and the City of Seagoville, attached hereto as Attachment "3"; authorizing the Mayor to execute the Agreements on behalf of the City; providing for a repealing clause; providing for a severability clause; and providing an effective date (City Attorney & City Manager)

SEDC Adjourn

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.

5. Consider approving City Council Meeting minutes for October 1, 2018 (City Secretary)

6. Consider approving a Resolution designating the Daily Commercial Record as the City of Seagoville official newspaper (City Secretary)

REGULAR AGENDA-

- 7. Consider ratifying the SEDC Board approval of a budget amendment for the fiscal year ended September 30, 2019 (Finance Director)**

- 8. Conduct a public hearing on a zoning request Z2018-19 to change the zoning on about 0.4-acres at 209 and 211 Avenue B (also known as all of Lot 17 & part of Lot 18 Block A of Shady Grove Estates 3rd Inst. Addition) from the R-5, Residential Single Family, zoning district to the LR, Local Retail, zoning district (Community Development Director)**

- 9. Discuss and consider an Ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from the R-5, Residential Single Family, zoning district to the LR, Local Retail, on two (2) tracts of land being a combined total of approximately 0.4-acres of real property described as all of Lot 17 & part of Lot 18 Block A of Shady Grove Estates 3rd Inst. Addition, commonly referred to as 209 and 211 Avenue B, Seagoville, Dallas County, Texas, as described and depicted in attached Exhibit "A", which is attached hereto and incorporated herein; providing for the repealing of all ordinances in conflict; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)**

- 10. Conduct a public hearing on a zoning request Z2018-20 to change the zoning on about 0.7-acres at 208, 210, and 212 Avenue B (also known as all of Lots 8 & 9 and part of Lot 9-A Block B of the Shady Grove Estate 3rd Inst. Addition) from the R-5, Residential Single Family, zoning district to the LR, Local Retail, zoning district (Community Development Director)**

- 11. Discuss and consider an ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from the R-5, Residential Single Family, zoning district to the LR, Local Retail, on three (3) tracts of land being a combined total of approximately 0.7-acres of real property described as Lot 8, Lot 9 & Lot 9-A Block B of Shady Grove Estates 3rd Inst. Addition, commonly referred to as 208, 210, and 212 Avenue B, Seagoville, Dallas County, Texas, as described and depicted in Exhibit "A", which is attached hereto and incorporated herein; providing for the repealing of all ordinances in conflict; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)**

12. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the City Manager to purchase a 41' pre-lit Christmas Tree, in an amount not to exceed Fifty Three Thousand Seven Hundred Seventy Dollars and No Cents (\$53,770.00), providing for a repealing clause; providing for a severability clause; and providing an effective date (Community Development Director)

13. Approval of a Resolution for the purchase of a 2019 Chevrolet Tahoe with all required emergency equipment, communication equipment, departmental graphics, black and white paint, camera system, and all other accessories, total cost of Sixty Seven Thousand, Eight Hundred Eighty Two Dollars and Fifteen cents (\$67,882.15); authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Police Chief)

14. Discuss and consider approving a Resolution of the City of Seagoville, Texas authorizing the purchase of a 2019 Ford Interceptor SUV Police vehicle for an amount not to exceed Thirty Nine Thousand Seven Hundred Ninety Four Dollars and No Cents (\$39,794.00) purchased from Five Star Ford; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date (Police Chief)

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

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

17. Executive Session

Recess into Executive Session in compliance with Texas Government Code:

(A) § 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Water Utilities Employees

18. Reconvene into Regular Session

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

City Council Adjourn

Posted on Thursday, October 11, 2018 by 6:00 p.m.

Kandi Jackson

Kandi, Jackson, City Secretary



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

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

DATES TO REMEMBER

- **Monday, November 5, 2018 Regular City Council Meeting**

Regular Session Agenda Item: 1

Meeting Date: October 15, 2018

ITEM DESCRIPTION:

Consider approval of a budget amendment for the fiscal year ended September 30, 2019.

BACKGROUND OF ISSUE:

The City seeks reimbursement from the SEDC for human resources and administrative clerical functions performed by City staff on behalf of the SEDC. Currently the SEDC reimburses the City for financial services (budget, financial reporting and check preparation) performed by City staff, for the annual amount of \$3,600. SEDC bylaws allow the corporation to reimburse the City for services rendered on behalf of the corporation.

FINANCIAL IMPACT:

This is not a FY 2019 budgeted event; funds will be reallocated within SEDC operations in the amount of \$6,000.

EXHIBITS

FY 2019 Operations Budget – Original vs. Amended

FY 2019 Operations Original vs. Amended

	FY 2019 Budget	FY 2019 Budget Amended	Variance
Conference and Public Relations	35,000	29,000	(6,000)
Administrative Services	-	6,000	6,000
Net Impact	35,000	35,000	-

Regular Session Agenda Item: 2

Meeting Date: October 15, 2018

ITEM DESCRIPTION

Discussion with and presentation from Mr. Justin Thompson of Site Location Partnership (SLP) concerning proposed custom contract services for the Seagoville Economic Development Corporation.

BACKGROUND OF ISSUE:

The SEDC has begun a process of moving forward in creating a business recruitment plan for Seagoville. The first part of the plan involved contracting with “The Retail Coach,” which is a retail business recruiting firm. The second part of the plan will be to contract with Flyer View, which is an advertising firm that creates advertisement brochures and digital media for 300 plus Economic Development Corporations throughout Texas. The next phase of the plan is to contract with Site Location Partnership (SLP), which is a firm that recruits manufacturing, commercial and industrial businesses for Cities. The final part of the plan will be to update the SEDC web-page and increase attendance at economic development shows and summits within the five contiguous states.

The presenter at tonight’s meeting is Mr. Justin Thompson of SLP, Mr. Thompson will explain to the City Council and the SEDC Board how SLP will be able to assist in recruiting viable commercial, manufacturing and industrial corporations to our community.

FINANCIAL IMPACT:

Staff recommends purchasing the Premier Plus Program at a cost of \$19,995 for FY2019. If approved, this will be a budgeted item each year. The contract amount may be customized to our needs from year to year.

RECOMMENDATION:

Staff recommends purchasing the Premier Plus Program at a cost of \$19,995 for FY2019. If approved, this will be a budgeted item each year. If there is support for this proposal, staff will place it on the November SEDC Agenda.

EXHIBITS

- A. Site Location Partnership Service Guide

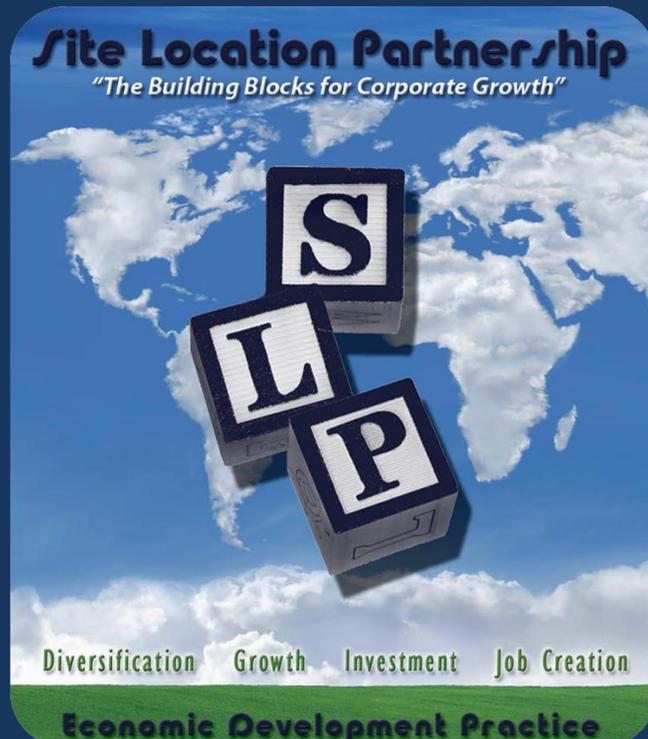
October 15,
2018

ECONOMIC DEVELOPMENT PROPOSAL Business Recruitment Program

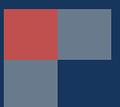
Prepared for: Seagoville Economic Development Corp.

SEAGOVILLETX
- The City of Opportunity -

Submitted by: Site Location Partnership



Site Location Partnership (SLP)
6021 Morriss Road, Ste. 107
Flower Mound, TX 75028
Phone: 972-874-SITE (7483)
Fax: 972-692-0384
www.sitelocationpartnership.com





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October 15, 2018

RE: LETTER OF ENGAGEMENT

Pat Stallings
City Manager
Seagoville Economic Development Corporation
105 N. Kaufman Street
Seagoville, TX 75159

Dear Pat,

As we discussed, Site Location Partnership (SLP) is pleased to provide economic development services to assist the Seagoville Economic Development Corporation with its efforts to attract new industry, investment, and jobs to Seagoville, Texas. SLP is prepared to commence work immediately upon engagement.

All service deliverables associated with SLP's Comprehensive Business Recruitment Program will be provided over a 365-day period at the all-inclusive cost of \$12,500. Please note, due to the high-demand nature of SLP's business and services, this proposal is valid until November 15, 2018.

Submitted respectfully on behalf of the SLP team, we look forward to working with you to bring quality projects and jobs to Seagoville.

Sincerely,

Justin Thompson
Chief Executive Officer
Site Location Partnership

Attachments:

- Page 2SLP Corporate Overview/SEDC Plan of Action
- Page 3Core Service 1- Targeted Industry Prospect Development
- Page 4Core Service 2- Site Selector Appointment Setting
- Page 5Core Service 3- Trade Show Representation/Site Selector Networking Forums
- Page 6Trade Show/Site Selector Networking Forum Lineup
- Page 7Core Service 4- Web Promotion/Exposure
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- Page 13Economic Development Client References
- Page 14Prospect Example- Project Torch
- Page 15Service Agreement

About Site Location Partnership

Company Profile

Site Location Partnership (SLP) is a multi-disciplined advisory firm that enables the growth of businesses, communities, and economies through its two primary consulting areas – corporate site selection and economic development. SLP’s Corporate Location Practice helps companies from industrial and commercial sectors select the optimal location for expansion, relocation, or consolidation of business facilities. SLP’s Economic Development Practice assists various entities in implementing business attraction strategies for new capital investment, job creation, and economic growth. SLP executives have been responsible for over \$840 million in investment and the creation of more than 7,200 jobs.



Credentials

SLP has an extensive track record of delivering tangible results to corporations from virtually every major industry and North American economic development agencies in 33 states and three provinces. SLP’s diverse client base is a result of the firm’s comprehensive service offerings and in-house expertise. The SLP team offers over 75 years of collective experience in both the private and public sectors with varied backgrounds in the fields of site selection, economic development, commercial real estate, incentive negotiation, community development, targeted marketing strategy, business intelligence research, and information technology.

Economic Development

SLP’s ongoing activities in site selection consulting provide unmatched insight on how to effectively identify companies with active projects. SLP’s high-tech/high-touch approach leverages a vast combination of dynamic strategies, cutting-edge technology, marketing tools, industry knowledge, project experience, and existing relationships to support business recruitment initiatives for economic development clients, including, but not limited to:

- ✓ Access to a well-established network of corporate decision makers from fast-growing businesses throughout North America.
- ✓ Prospect referrals from close working relationships with numerous other location advisory firms and site selectors.
- ✓ Information sources for revenue growth, employment growth, capital financing, mergers/acquisitions, new product launches, executive changes, and other trigger events correlated to corporate expansion or relocation.
- ✓ Frequent travel to a wide array of large-scale industry trade shows.

Seagoville Plan of Action

SLP proposes an aggressive “Comprehensive Business Recruitment Program” for SEDC. The core services incorporated into this program will consist of:

1. Targeted Industry Prospect Development
2. Site Selector Appointment Setting
3. Trade Show Representation/Site Selector Forums
4. Web Promotion/Exposure

- **Duration:** **12 months**
- **All-Inclusive Cost:** **\$12,500**

Industry Project Experience
Advanced Manufacturing
Aerospace/Defense
Automotive
Call Centers/Back Office
Data Centers
Electronics
Food Processing
Healthcare
Machinery
Medical Devices
Metal Fabrication
Pharmaceuticals/Biosciences
Plastics
Professional Services
Software/IT
Solar Energy
Warehousing/Distribution
Wind Power

Core Service 1: Targeted Industry Prospect Development

Overview

The ultimate objective of every economic development agency is attracting new industry to create jobs and investment for their community. But with today's turbulent economy, intense competition from other communities, tighter budgets, and multiple job duties, it has become increasingly difficult for economic developers to be self-sufficient in generating new prospect activity. Many organizations nationwide rely on SLP to support the crucial, resource-intensive components of their business recruitment efforts.

A targeted approach is the critical element for success in business attraction. SLP's hands-on experience in the site selection process yields a deep understanding of which targeted methods are most effective in influencing corporate executives with their location decisions. SLP will utilize these methods – driven by targeted industry strategy and relationship marketing – to implement aggressive prospect development solutions for SEDC. SLP's services will cultivate an active pipeline of viable businesses from target industries/markets and connect SEDC with prospects interested in expanding or relocating to Seagoville.

Economic development agencies with limited staffing and financial resources must leverage their marketing expenditures to get more out of less. Compared to other options available at similar costs (e.g. print ads, direct mail), SLP's prospect development services provide unmatched value and ROI. SLP's prospecting efforts will also enable SEDC to spend more time working active projects instead of chasing them.

Deliverables- 4 target industries/1,200 total target companies

* *The following deliverables will be provided independently for each targeted industry*

- ✓ Research, analysis, and determination of 300 target companies with the appropriate C-level decision maker and full contact information.
- ✓ Customized database including each company's industry classification, products/services, executive leadership, history, facilities, revenue, workforce, and related data.
- ✓ Development of a targeted marketing message and value proposition highlighting Seagoville's most compelling locational advantages for the industry.
- ✓ Content copywriting, graphic design, HTML coding, and deployment of promotional email broadcasts to the database.
- ✓ Real-time statistical reports tracking who opened the email campaign, the number of opens, and the number of click-throughs to SEDC's website and/or online marketing materials.
- ✓ Personalized outreach to targeted decision makers via telecommunication, email, and LinkedIn – higher priority will be placed on recipients that opened the email campaign multiple times and visited external web links.
- ✓ Conversing with targeted decision makers to promote the benefits of doing business in Seagoville, determining if their company has site location needs, and supplying pertinent information as requested.
- ✓ Prospect summary reports detailing project requirements for all companies with expansion/relocation plans and an interest in Seagoville.
- ✓ Corporate profile reports with business fact sheets and background information for all prospects.
- ✓ Facilitating introductory conference calls, videoconferences, and/or meetings with interested prospects.
- ✓ Customer service activity reports and strategy review sessions.
- ✓ Access to all compiled data for SEDC's internal usage as needed.

Subject: Growth Opportunities & Incentives for Metal Product Manufacturers- Joplin, MO

Having trouble viewing this email? [Click here](#)

JOPLIN IS OPEN FOR BUSINESS

Disasters Can Come Quickly.
On May 22, 2011, an EF-5 tornado tore a 14-mile path of destruction through Joplin, Missouri. The tornado took 162 lives, leveled 110 of the community, destroyed 7,000 homes, leveled more than 500 businesses and impacted over 6,000 jobs.

Recovery Comes Quickly, Too.
In less than 5 months...
- 71 Debris was cleared on schedule thanks to efforts of more than 80,000 volunteers
- 71 3,500 employees who "lost" their jobs remain on the payroll
- 71 Over 400 businesses have reopened their doors, with more opening each day
- 71 Schools opened on schedule in temporary facilities which are models for the schools of tomorrow

Thanks to this CAN DO attitude, Joplin is still OPEN for business and stronger than ever.

METAL MANUFACTURING

Joplin offers exceptional benefits for fabricated metal product manufacturers seeking a competitive edge. Favorable operating costs, a highly productive workforce, easy transportation access to major markets and a vibrant quality of life are just a few of the reasons to take a closer look at Joplin for your business expansion or relocation.

Central. Connected. More than Capable.

- Abundant, skilled workforce including experienced welders
- Strategic central location near the U.S. population center
- Convenient highway, rail and air transportation routes
- Outstanding educational and training resources
- Aggressive business incentives and tax credits
- Available buildings and shovel-ready sites
- Competitive labor and energy costs
- High-quality, low-cost lifestyle

Contact Mark Darce from SLP at 972-874-SITE or slpstrategy@gmail.com



Subject: Plastic Product Manufacturing Business Opportunity- Switzerland County, TN

Having trouble viewing this email? [Click here](#)

Gear Up for Production in Switzerland County

The Ideal Location for Plastics Manufacturing

The Switzerland County Economic Development Corporation presents a dynamic opportunity for plastics manufacturing operations in the fast-growing area of Switzerland County, Indiana. Strategically located midway between Cincinnati and Louisville, within the IN-OH-KY tri-state region, Switzerland County offers exceptional benefits for plastic and rubber product manufacturers seeking a competitive edge. Favorable operating costs, a highly productive workforce, easy transportation access, a vibrant quality of life, and prime property are all of the most attractive industrial parks in the nation are just a few of the reasons to take a closer look at Switzerland County for your business expansion or relocation.

Available Buildings & Sites [Click here](#) **Markland Business Park Pylon** [Click here](#)

- Ready-to-occupy and shovel-ready
- Available building space up to 100,000 sq. ft.
- Available building space up to 100,000 sq. ft.
- A high quality, low cost lifestyle
- All Day Business The Choice in the Midwest
- Numerous educational and recreational amenities
- Numerous educational and recreational amenities

For more information on the opportunities awaiting your business in Switzerland County, contact Mark Darce from SLP at 972-874-SITE or mdarce@sitelocationpartnership.com.

scedc SWITZERLAND COUNTY economic development corporation
www.switzerlandusa.com



Core Service 2: Site Selector Appointment Setting

Overview

Location decisions for many expansion and relocation projects are often formulated under the strategic guidance of site selection advisory firms that help companies select communities and sites for their business operations. Understanding that site selection professionals are typically involved with approximately 60% of all corporate site location projects in North America, it is invaluable to position Seagoville as an attractive business destination in the minds of these key decision influencers.



The most advantageous strategy for SEDC in developing successful relationships with site selectors is to personally meet with them on an ongoing basis, educate them on the assets of Seagoville firsthand, and promote the area as an optimal place to do business. This process of continued contact and relationship-building will keep Seagoville on their “radar screen” and ultimately lead to top-of-mind awareness of what the community has to offer when a project presents itself.

Site selectors are aggressively pursued by a multitude of municipalities and economic development agencies. Because of the constant demand for their time and attention, many site selectors may be inaccessible or hesitant to meet with SEDC. Attempting to make these personal connections internally can be a difficult, time-consuming, and potentially fruitless task. SLP will assist SEDC by leveraging its strong ties in the site selection profession to secure one-on-one appointments with industry-leading site consultants, location advisors, and corporate real estate executives.

Deliverables- 6 meetings

** Meetings will be scheduled in geographical locations of SEDC’s choice, such as Dallas, Chicago, Los Angeles, New York, or Atlanta*

- ✓ Research, analysis, and determination of individuals that specialize in site selection on a national level and represent projects from industries ideally suited for Seagoville.
- ✓ Outreach to targeted site selectors via electronic marketing, telecommunication, personalized emails, and LinkedIn.
- ✓ Qualification of site selectors interested in learning more about the advantages of doing business in Seagoville for corporate expansion or relocation.
- ✓ Coordinating meetings for SEDC with qualified site selectors at their business office, a local restaurant, or other convenient venue.
- ✓ Email meeting requests sent to site selectors to confirm each appointment.
- ✓ Logistical planning of itineraries with driving directions and other support as needed.
- ✓ Professional profile summaries with details on the site selector’s work experience, areas of specialization, industry expertise, clients represented, site location project assignments, education, designations, certifications, professional affiliations, and other background information – provided in advance for SEDC’s review.
- ✓ Strategy session teleconference with SLP before each trip.
- ✓ Opportunity to distribute marketing literature, promotional items, and related materials to site selectors during each meeting.



Core Service 3: Trade Show Representation/Site Selector Networking Forums

Trade Show Representation

Most economic developers are aware of the potential value associated with participating in trade shows, but few have the resources or time necessary to maximize their business recruitment efforts at these types of events. SLP will turn SEDC's challenges into opportunities by strategically representing Seagoville at several large-scale trade shows from coast to coast.

SLP targets industry-specific shows/co-located events encompassing a diverse range of high-growth business sectors. With a unique opportunity to reach thousands of decision makers all under one roof, SLP will represent Seagoville at each show by displaying SEDC's marketing materials and generating new prospect activity for the community – **regardless of whether SEDC attends the show.**

Trade Show Deliverables- 6 shows

** See Trade Show Lineup page for more information on each show*

- ✓ Up to two expo attendee badges/registration for SEDC.
- ✓ Exposure in SLP's aggressive marketing outreach to C-level executive attendees before the show.
- ✓ The ability to work from the SLP exhibit booth as a home base – no booth shifts are required as the SLP team will be manning the booth and representing SEDC at all times.
- ✓ Strong on-site marketing presence with SLP distributing Seagoville promotional collateral to attendees from the booth and while walking the floor of the exposition hall.
- ✓ Trade show activity reports detailing post-show research, follow-up, and qualification of all prospect leads generated.
- ✓ Prospect summary reports and corporate overview profiles for all companies identified at the show with expansion/relocation plans.

Site Selector Networking Forums

SLP's site selector networking forums will offer exceptional opportunities, in a small-group social setting, for SEDC to interact with local site consultants, location advisors, and corporate real estate executives responsible for business expansion/relocation decisions.

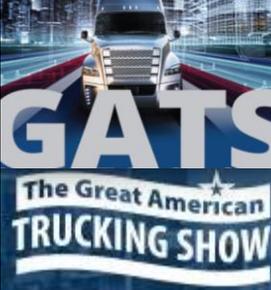
Networking Forum Deliverables- 6 forums

** Forums to be held on the first night of each SLP trade show*

- ✓ Up to two invitations for SEDC to attend.
- ✓ Site selector RSVP lists with professional profile summaries – provided in advance for SEDC's review.
- ✓ Exclusive access to meet with site selector attendees.
- ✓ Firsthand insight on economic development best practices, the latest trends affecting site selection, and other informative topics of discussion.
- ✓ Networking forum reports with attendee lists/full contact info.



SLP Trade Show/Site Selector Networking Forum Lineup- 2019

<p><u>Advanced Manufacturing Expo</u> Anaheim, CA Anaheim Convention Center February 5 - 7, 2019 Expected Attendance: 23,000 Industry: Multiple Vertical Industries http://anaheim.ubmcanon.com</p>	<p>AME, along with 5 co-located shows, make up the West Coast's largest manufacturing event – dedicated to plastics, packaging, med-tech, electronics, automation, metals, distribution, aerospace, and automotive industry sectors.</p>	
<p><u>MRO Americas</u> Atlanta, GA Georgia World Congress Center April 9 - 11, 2019 Expected Attendance: 15,000 Industry: Aviation https://mroamericas.aviationweek.com</p>	<p>Recognized as one of the fastest growing exhibitions in the U.S., MRO Americas brings together aviation service providers and manufacturers of equipment and components for the aerospace supply chain.</p>	
<p><u>Atlantic Design & Manufacturing</u> New York, NY Javits Convention Center June 11 - 13, 2019 Expected Attendance: 20,000 Industry: Multiple Vertical Industries www.atldesignshow.com</p>	<p>AD&M, along with 6 co-located shows, make up the East Coast's largest manufacturing event – dedicated to plastics, packaging, med-tech, bioscience, automation, metals, distribution, aerospace, and automotive industry sectors.</p>	
<p><u>GATS 2019</u> Dallas, TX Dallas Convention Center August 22 - 24, 2019 Expected Attendance: 50,000 Industry: Distribution/Automotive www.truckshow.com</p>	<p>GATS 2019 merges multiple industry-related events into the nation's second largest distribution exhibition for logistics/trucking service providers and suppliers of transportation equipment and motor vehicle parts/accessories.</p>	
<p><u>Pack Expo</u> Las Vegas, NV Las Vegas Convention Center September 23 - 25, 2019 Expected Attendance: 30,000 Industry: Food/Packaging www.packexpolasvegas.com</p>	<p>Pack Expo unites manufacturers from 125 countries to form the largest processing/packaging expo in the world – representing food products, machinery, life sciences, chemicals, consumer goods, and other crossover markets.</p>	
<p><u>Fabtech</u> Chicago, IL McCormick Place November 11 - 14, 2019 Expected Attendance: 44,000 Industry: Metalworking/Fabrication www.fabtechexpo.com</p>	<p>Recognized as America's largest metalworking trade show, Fabtech draws decision makers from a variety of industrial segments to see the latest products, services, and equipment in metal forming, fabricating, welding, and finishing.</p>	

Core Service 4: Web Promotion/Exposure

Overview

With nearly 90% of site searches beginning on the internet, it is critical for economic development agencies to build and maintain a powerful web presence for their community. Minimal online visibility often results in lost opportunities when viable locations are overlooked by site consultants and corporate decision makers during the site selection process.

SLP will amplify SEDC's internet exposure, create online awareness of Seagoville, and generate interest from site seekers on one of the fastest growing site selection/economic development resources on the web – www.sitelocationpartnership.com – and its exclusive "Hot Spots" interactive location directory.

Hot Spots

"Hot Spots" is the leading online destination for site selectors and prospects seeking the ideal location for their upcoming expansion or relocation project. The "Hot Spots" searchable web portal enables visitors to quickly identify pro-business communities in their geographical areas of interest, access key information on these locations, and connect with the appropriate economic development representatives.

Deliverables

- ✓ "Hot Spot" directory listing with logo, contact information, and external web links to Seagoville's website.
- ✓ Customized "Learn More" microsite/landing page with featured advertorial content, pictures, maps, properties, news, and outbound links to promote Seagoville (content can be changed and updated as requested).
- ✓ Inquiry response form for interested web visitors to directly contact SEDC for more information.
- ✓ Social media bookmark/share button widget.
- ✓ Up to three press releases for developments and announcements in Seagoville – posted on SLP's main Media Center web page and submitted to an extensive online distribution network (major search engines, newswires, social media outlets, RSS feeds, and industry blogs).
- ✓ Added exposure from targeted electronic broadcasts, PR campaigns, and social networking outreach to promote the "Hot Spots" directory and increase web traffic.
- ✓ Quality backlinks to boost search engine optimization and page ranking for Seagoville's website.
- ✓ Prospect summary reports and corporate overview profiles for web inquiries with active projects.
- ✓ Statistical reports tracking all web hits and traffic driven to Seagoville's website (data compiled/verified by AWStats Analytics).

Economic Development Practice Endorsements

“ We have worked with Site Location Partnership for the last few years with great success. Their services have yielded two quality projects that located to our community. The first was a plastics manufacturing company, and the second was a manufacturer of transportation equipment for the wind energy industry. SLP has a proven track record of delivering measurable results with an unmatched return on investment. I highly recommend their services to any community seeking assistance with lead generation for economic development. ”



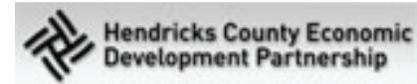
Roger Feagley, Executive Director
 Sulphur Springs Economic Development Corporation
 Sulphur Springs, TX



“ Working with Site Location Partnership has provided us with a valuable opportunity to strengthen our targeted marketing strategy and maximize our investment. The team at SLP works directly with our staff to achieve the highest level of support for our business attraction initiatives. In dealing with other site selection and economic development consulting firms, we have not received the professional services, expertise and guidance that we have from SLP. We have recently renewed our contract with SLP and look forward to continuing this very productive working relationship. ”



Cinda Kelley-Hutchins, Executive Director
 Hendricks County Economic Development Partnership
 Avon, IN



“ We are very pleased to announce our contract renewal with Site Location Partnership. We have found SLP to be a cost effective and efficient partner in expanding our business recruitment efforts. With limited resources, it has been imperative to find new avenues to access corporate location projects across the country. SLP’s expertise has provided us several opportunities with great exposure to growing businesses and other site consulting firms. With SLP’s assistance, we have developed a much more focused approach to our target industries. ”



Gary Marks, CEcD, Executive Director
 Prescott Valley Economic Development Foundation
 Prescott Valley, AZ



“ Site Location Partnership has played a vital role in the ongoing efforts of our organization. I have found them to be one of the most innovative, forward-thinking companies we have dealt with and I certainly view them as market leaders from this perspective. We are very pleased with their work in aggressively recruiting targeted industries on our behalf, facilitating meetings for us with other site selectors, and enhancing our web presence. We are confident that SLP will continue to guide us in a positive direction and look forward to continued success in the years to come. ”



Rachel Daily, Director of Marketing
 Miami County Economic Development Authority
 Peru, IN



Economic Development Practice Endorsements

“ We appreciate our relationship with SLP and their very thorough approach to generating new prospects for our organization. They have proven to be a cost-effective way to gain exposure for our county across a wide range of industries. By utilizing SLP for our business recruitment activities, we are able to reach a much larger audience than we could possibly access on our own. They also provide us with representation at several trade shows each year - visibility that our limited resources would not allow us to attain on our own. Working with SLP has been a good investment for our organization. ”



Rod Crider, CEcD, CCE, President
 Wayne Economic Development Council
 Wooster, OH



“ As we look to expand our target markets, we realize that other economic development organizations nationwide are becoming even more aggressive in their business recruitment. With limited staff and funding, we need to get the biggest bang for our buck. Our investment with SLP has paid off in terms of developing stronger relationships with site consultants and targeting industry sectors such as alternative energy, life sciences, and aviation. ”



Helene Caseltine, CEcD, Executive Director
 Indian River County Chamber of Commerce
 Vero Beach, FL



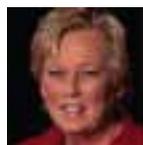
“ I have known and worked with SLP’s CEO for over six years now. The SLP staff knows the business, has the contacts, and has always come through for me in regards to identifying projects and initiating one-on-ones. This has presented immense value and has resulted in me making contact with targeted prospects, site consultants and industry leaders that I may not have otherwise had the chance to connect with on such a personal level. ”



Sean Stockard, CEcD, President/CEO
 Business Development Corporation of Vernon
 Vernon, TX



“ When we evaluated how to best leverage our economic development dollars to increase visibility and heighten awareness among the decision makers in corporate expansion and relocation, Site Location Partnership’s comprehensive service programs stood out above the rest. We feel that economic development is an industry that thrives on personal and business relationships. SLP offers us a great avenue with the resources to build and nurture the types of relationships that translate into results for our community. ”



Fonda Hawthorne, Economic Development Officer
 Sevier County Economic Development
 De Queen, AR



Economic Development Practice Endorsements

Site Location Partnership helps us market the new brand for Iowa's Creative Corridor through engagement with companies considering expansion and relocation. They also augment our region's current recruitment efforts by providing more opportunities for exposure to advanced manufacturers and other companies at major trade shows across the nation. This helps eliminate excess travel costs and lost staff time so we can focus on our clients and investors locally, while still marketing the region externally. SLP saves us time, energy and money.



Mark Nolte, President
 Iowa City Area Development Group
 Iowa City, IA



Site Location Partnership continues to play a huge role in our marketing efforts for the Missouri CORE region. SLP allows us to leverage our scarce resources and gain exposure to target industries that best fit the strengths of our region, such as food processing, automotive manufacturing, and life sciences. They also provide us with valuable opportunities to meet with their established network of site selection consultants in various markets, and gain insight into the current projects that they are working on.



Bernie Andrews, Executive Vice President
 Regional Economic Development, Inc.
 Columbia, MO



When the opportunity to work with Site Location Partnership came along, we jumped on it. In years past, we would place a print ad in a variety of site magazines. It was a good way of getting our name out there, but we'd never really get to talk to people face-to-face. SLP's services are so much more aggressive. We're now out there talking to site selectors instead of just running an ad and hoping somebody calls. We plant those seeds and develop those relationships. It really does work. Plus, the annual cost of our investment with SLP is less than what we used to pay for just one print ad.



Brent Painter, Economic Development Director
 City of Strongsville
 Strongsville, OH



Working with Site Location Partnership allows us to leverage our marketing budget more effectively. The relationships developed through SLP have proven to be extremely valuable as we look to gain exposure for economic development opportunities that exist in our region. I have been very impressed with SLP's leadership, as well as the connections they have provided to our group since we came on board with their firm.



Nate Clayberg, Executive Director
 Buchanan County Economic Development Commission
 Independence, IA



Economic Development Practice Endorsements

“ You have done a phenomenal job of getting us in front of quality prospects and well-known site selectors in the industry. These meetings will undoubtedly benefit us in the long term. Economic development is all about contacts and relationships, and it takes considerable time and effort to make these happen. Keep up the great work! ”



Arnie Frankel, CEcD, Manager (retired)
 Southwestern Electric Power Company
 Shreveport, LA



“ Site Location Partnership has helped us maximize our marketing dollars and expand our recruiting objectives. As a smaller market, SLP provides Cedar City the opportunity to gain exposure at trade shows and site selector networking events that we otherwise could not generate on our own. We look forward to continued success interacting with industry leaders and site selection decision makers through our partnership with SLP. ”



Brennan Wood, Economic Development Director
 Cedar City Economic Development
 Cedar City, UT



“ When Carroll County decided to expand its business attraction marketing ahead of the completion of the Hoosier Heartland Highway, Site Location Partnership was the logical choice to assist our organization. We’ve been able to pinpoint our efforts on corporate site selectors and companies well-suited to do business in Carroll County from food processing and machinery manufacturing industry sectors. The Carroll County Economic Development Corporation is very pleased and optimistic of our partnership with SLP. We look forward to a long and successful working relationship. ”



Laura Walls, Executive Director
 Carroll County Economic Development Corporation
 Delphi, IN



“ We recently renewed our services contract with SLP and have found them to be a cost-effective, innovative way to extend the targeted outreach of the Joplin region. SLP’s approach gives us high visibility in a number of markets which enhances and expands our ongoing efforts to promote Joplin as a great place for business. ”



Rob O'Brian, CEcD, President
 Joplin Area Chamber of Commerce
 Joplin, MO



Economic Development Practice Endorsements

“ We’ve been able to carry our marketing message into new areas - and do it effectively - thanks to the consultants at Site Location Partnership. They’ve represented Lee County at several trade shows and have always been there to offer valuable advice, provide networking opportunities and help us develop contacts with prospects. Best of all, the firm has always been accessible, responsive and affordable. That’s particularly important given the tight budgets we’re all facing. ”



Bob Heuts, Director
 Lee County Economic Development Corporation
 Sanford, NC



“ SLP supports Hudson’s existing business attraction efforts in the areas of polymers, medical devices, instrumentation and controls, bio-medical, advanced manufacturing, and distribution. When we started looking for ways to expand Hudson’s recruitment outreach in our targeted industries, SLP provided us with the greatest return on our investment. ”



Chuck Wiedie, Economic Development Director
 City of Hudson
 Hudson, OH



“ When our department was challenged with finding new markets to generate business attraction leads, Site Location Partnership offered a unique opportunity. We have gained significant exposure in a variety of our target markets while awareness of Saskatchewan’s economic boom, and our strategic location within the province, has grown. ”



Denis Lavertu, Director of Business Development
 City of North Battleford
 North Battleford, SK



“ Our organization considers internet promotion to be the direction of the future and SLP to be among its leaders. Bucyrus’ Crossroads Industrial Center has been rated one of the top industrial sites in Ohio and SLP has gone the extra mile in professionally presenting the Center’s assets. We are pleased to utilize SLP as a major factor in our marketing program. ”



Thomas Moore, President/CEO
 Crawford County Development Board
 Bucyrus, OH



Economic Development Practice References

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PROSPECT EXAMPLE – PROJECT TORCH

Preliminary Overview

- 1. Operations:** Facility will be used for welding/fabrication/manufacturing of specialized transportation equipment – primarily heavy-haul trailers and transporters for oil & gas, construction, power generation, agriculture, aerospace, and other industries.
- 2. Job Creation:** Peak employment- 150 workers (estimated annual payroll- \$5M to \$6M). Startup employment- 35 workers; Year-three employment- 100 workers; Year-five employment- 150 workers. Workforce will consist of 75% production labor (primarily welders and fabricators) and 25% office labor (management, clerical, engineering, HR, purchasing, accounting, etc.). Estimated average wages for production labor are as follows: Entry-level- \$14-\$16/hr; Semi-skilled- \$18/hr; Skilled- \$20-\$22/hr. All employees will be hired locally.
- 3. Estimated Capital Investment:** \$4M.
- 4. Essential Requirement:** Workforce – An abundant supply of welders and fabricators, limited competition from related industries for employees, and availability of local training/recruitment resources are critically important to the success of this project.
- 5. Facility:** Existing building or build-to-suit. 30,000-40,000 Sq. Ft. Facility (approximately 2k-3k SF for office space, minimum 25' clear height, minimum 12' wide roll-up doors, loading docks/drive-through bays are not required). 10+ acre industrial site (minimum 3 acres of yard space for outside storage). Location in an established industrial/business park is preferred (but not required).
- 6. Operating Schedule:** 7 days per week, consisting of 2 shifts per day on Monday-Friday and 1 shift per day on weekends.
- 7. Utilities:** Electricity- 80,000-96,000 kWh/month; Natural Gas, Water, Sanitary Sewer Service- General use; Telecommunications- T1 service.
- 8. Transportation:** Highway access is critical for the delivery of raw materials and transportation of finished products. To accommodate truck traffic, it is preferred (but not required) that facility be less than 15 miles from a four-lane highway/interstate. Access to an international airport within a one-hour drive is preferred (but not required). Rail access is not required.
- 9. Support Services:** A local company with industrial painting capabilities would be very beneficial (but not required).
- 10. Geographical Areas of interest:** North Texas, Central Texas.



SERVICE AGREEMENT

Between:

SITE LOCATION PARTNERSHIP

CLIENT

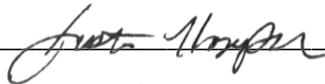
<p>Site Location Partnership (SLP) 6021 Morriss Road, Suite 107 Flower Mound, TX 75028 Phone: 972-874-7483</p> <p>Contact: Justin Thompson jthompson@sitelocationpartnership.com</p>	<p>Seagoville Economic Development Corporation 105 N. Kaufman St Seagoville, TX 75159 Phone: 972-287-6807</p> <p>Contact: Pat Stallings pstallings@seagoville.us</p> <p>Product: Comprehensive Business Recruitment Program</p> <p>Duration: 12 Months</p>
Investment	\$12,500

TERMS & CONDITIONS:

1. SERVICES. SLP shall provide service deliverables (“Services”) to Client as described in the attached proposal.
2. LENGTH OF AGREEMENT. The term of this Agreement (“Term”) shall be one year (365 days), commencing on the date of the last signature below, and may be extended only by the written agreement of both parties.
3. PROJECT FEE. Client shall pay to SLP a one-time, all-inclusive fee of \$12,500 (“Project Fee”) as full compensation for the entire project setup process, strategy implementation, and delivery of Services. The Project Fee is based on a fixed-fee pricing model, with no out-of-scope or hidden costs – providing for control, predictability, and transparency of expenses for Client. All expenses incurred or to be incurred by SLP in connection with providing Services are included and covered within the Project Fee.
4. PAYMENT. Due to the high-demand nature of SLP’s business and time sensitive delivery of its services, it is SLP’s policy to collect full payment of the Project Fee upon engagement and before work can commence.
5. TERMINATION. In the event that during the Term of this Agreement, Client determines that SLP has failed to perform Services to Client’s satisfaction, Client shall give notice thereof to SLP via certified mail, return receipt requested. SLP shall then have thirty (30) days following its receipt of such notice, to perform Services to Client’s satisfaction. In the event that SLP fails to perform such Services to Client’s satisfaction within such period, Client shall have the right to terminate this Agreement.
6. PROCEDURE UPON TERMINATION. In the event of termination by Client, within fourteen (14) days following Client’s termination of this Agreement, SLP shall refund to Client a portion of the Project Fee. The amount of the refund shall be equal to the full Project Fee less the sum of \$34.25 multiplied by the number of days between the commencement date of this Agreement and the termination date.

The undersigned agree to the terms as stated and acknowledge that this Agreement shall be binding upon both parties.

SLP REPRESENTATIVE: Justin Thompson, CEO

_____  Date: 10/15/18

CLIENT REPRESENTATIVE: Pat Stallings, City Manager

_____ Date: _____

Regular Session Agenda Item: 3

Meeting Date: October 15, 2018

Item Description

Discuss and consider a Resolution of the Seagoville Economic Development Corporation approving the terms and conditions of an Exchange Agreement ("Agreement") by and between the City of Seagoville and the Seagoville Economic Development Corporation, attached hereto as Attachment "1", and the exhibits thereto, and authorizing the Executive Director to execute the Agreement on behalf of the SEDC; and approving the Exchange Agreement by and between the Seagoville Economic Development Corporation ("SEDC") and Charlotte Lee Taylor ("Taylor"), attached hereto as Attachment "2" and the exhibits thereto; authorizing the Executive Director to execute the Agreement on behalf of the SEDC; providing for a repealing clause; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City has identified property located at the intersection of Simonds Road and E. Farmers, as an ideal location for a new fire station. The City approached the owner of this Property, and learned that the Owner, Charlotte Taylor, does not desire to sell the property, but is willing to exchange the property for land owned by the City, located at 902 N. Kaufman Street, in order to develop this Property as church/ food pantry providing non-profit services, consistent with the applicable zoning regulations. .

The City is authorized, pursuant to Section 272.001 of the Local Government Code, to convey land that the City wants to have developed by contract with an independent foundation, such as the Seagoville Economic Development Corporation. Accordingly, the City is conveying the land located at 802 N. Kaufman Street, Seagoville, Dallas County, Texas, to the Seagoville Economic Development Corporation, and the SEDC will contemporaneously convey the property to Charlotte Taylor for development as a church/food pantry. In exchange, Charlotte Taylor will convey the land located at the intersection of Simonds Road and E. Farmers to the City, for development of a new fire station.

FINANCIAL IMPACT:

The SEDC is not incurring any expense or cost related to this transaction. All costs will be borne by the City.

EXHIBITS

Resolution
Exchange Agreement between City and SEDC
Exchange Agreement between SEDC and Charlotte Taylor

RESOLUTION NO. 2018-R-___

A RESOLUTION OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION APPROVING THE TERMS AND CONDITIONS OF AN EXCHANGE AGREEMENT ("AGREEMENT") BY AND BETWEEN THE CITY OF SEAGOVILLE AND THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION, ATTACHED HERETO AS ATTACHMENT "1", AND THE EXHIBITS THERETO, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SEDC; AND APPROVING THE EXCHANGE AGREEMENT BY AND BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION ("SEDC") AND CHARLOTTE LEE TAYLOR ("TAYLOR"), ATTACHED HERETO AS ATTACHMENT "2" AND THE EXHIBITS THERETO; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE SEDC; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has determined that property owned by Taylor is situated in area of the City which is an ideal location for construction of a new fire station and Taylor has expressed interest in acquiring property owned by the City of Seagoville for development of use by a non-profit entity, providing services to the general public; and

WHEREAS, TEX. LOC. GOV'T CODE § 272.001 allows the City to convey land it wants developed by contracting with an independent foundation without auction or soliciting competitive bids; and

WHEREAS, the Seagoville Economic Development Corporation is a Texas non-profit corporation and qualifies as an independent foundation under Tex. Loc. Gov't Code § 272.001; and

WHEREAS, the Corporation finds that the development of a new fire station on Parcel B, and public service entity on Parcel A, will provide enhanced opportunities for economic development within the City; and

WHEREAS, the Corporation has determined that approving the terms and conditions of the Exchange Agreements and the exhibits thereto, which are attached hereto and incorporated herein as Attachment 1 and Attachment 2, is in the best interest of the Parties hereto.

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 Exchange Agreement by and between the City of Seagoville and

the Seagoville Economic Development Corporation, which is attached hereto as Attachment “1” and the exhibits thereto, and hereby authorizes the Executive Director to execute the Agreement on behalf of the SEDC.

SECTION 2. That the Board of Directors of the Seagoville Economic Development Corporation hereby approves the Exchange Agreement by and between the Seagoville Economic Development Corporation and Charlotte Lee Taylor, which is attached hereto as Attachment “2” and the exhibits thereto, and hereby authorizes the Executive Director to execute the Agreement 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 15th day of October 2018.

APPROVED:

Jose Hernandez, Board Chair

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney
(/cdb 10/10/2018)

Exhibit "A"
Exchange Agreement
(to be attached)

WHEREAS, the City has obtained an appraisal of the two properties, and has determined that the value of Parcel B is equal to or exceeds the value of Parcel A, taking into consideration the time and effort it would take for the City to find an alternative location for the new fire station;

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

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

“City” shall mean the City of Seagoville, Dallas County, Texas.

“Closing Date” shall mean thirty (30) days after the Effective Date or other date mutually agreed to by the parties in writing.

“Corporation” shall mean the Seagoville Economic Development Corporation.

“Corporation’s Exchange Agreement” shall mean that Agreement, attached hereto as Exhibit D, by and between the Corporation and Charlotte Lee Taylor, relating to the conveyance of Parcel A from the Corporation to Taylor, for development in accordance with the Restriction Agreement.

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

“Owner’s Exchange Agreement” shall mean that Agreement, attached hereto as Exhibit E, by and between Charlotte Lee Taylor, relating to the conveyance of Parcel B to the City.

“Parcel A” shall mean the approximate 1.99 acre tract described in the attached Exhibit A.

“Parcel B” shall mean the approximate 5 acres of real property legally described in the attached Exhibit B.

“Restriction Agreement” shall mean the Restriction Agreement by and between City and Owner, substantially in the form set forth as Exhibit C, attached hereto.

“Title Company” shall mean Ranger Title Company, located at 1023 W. US Highway 175, Crandall, Texas 75114.

Article II Exchange

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

(a) Not later than ten (10) days after the Effective Date, the City shall, at its sole expense, deliver to the Corporation:

(i) a current commitment for an Owner's Policy of Title Insurance for the Property from the Title Company, 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 the City may have in its possession with respect to the Property; and

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

(b) The City shall, not later than fifteen (15) days after the Effective Date, and at the City's expense, obtain a survey of the Property and deliver same to the Corporation. The Corporation shall immediately thereafter deliver a copy of the Survey to Taylor. "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Property, prepared by a Texas Registered Property Land Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors required for obtaining deletion of the survey exception in the Title Policy.

(c) The Corporation shall, not later than five (5) days after the Corporation's receipt of the last of the Survey and Title Commitment, notify the City and Title Company of any objections to the Survey or Title Commitment made by either the Corporation or Taylor. If there are objections, the City shall in good faith attempt to satisfy them prior to Closing, but the City shall not be required to incur any cost to do so. If the City delivers written notice to Corporation not later than the ten (10) calendar day after the City's receipt of Corporation's and/or Taylor's objections that the City is unable to satisfy such objections, the Corporation may either waive such objections and accept title as the City is able to convey or terminate this Agreement by written notice to the City, Taylor, and the Title Company prior to the expiration of the Inspection Period.

2(a). **Inspection Period.** During the Inspection Period, the Corporation and/or Taylor and its agents or employees shall have the right to enter upon Parcel A and conduct such inspections, tests and studies as they may deem reasonable and necessary.

2(b) The Corporation and/or Taylor may enter Parcel A to conduct its inspection, but shall be solely responsible for any damages caused thereby. **Taylor shall repair any damage to Parcel A caused by Taylor, its employees, agents or invitees, and shall hold the City and the Corporation harmless from and against any and all claims, liabilities or damages to Parcel A or against the City or Corporation caused by the intentional or negligent acts or omissions**

of Taylor or any of Taylor's Parties during the Inspection Period or as a result of any inspection of the Parcel A by such parties; provided, that the City and/or Corporation shall not be required to hold Taylor harmless for Taylor's discovery of any violations of any applicable law, statute, rule, regulation, code or ordinance during such inspection, or discovery of any preexisting conditions present at Parcel A.

2(c) In the event of any termination of this Agreement by any Party, the Corporation and/or Taylor shall restore Parcel A to substantially the same condition which existed on the Effective Date to the extent any changes to the condition of Parcel A were made by the Corporation and/or Taylor, respectively.

2(d) The provisions of this Section 2 shall expressly survive any termination of this Exchange Agreement or any Closing.

3. **Closing Deliverables.**

3(a) At the Closing of the Exchange, the City shall deliver:

3(a)(i) a Special Warranty Deed, in form and substance reasonably acceptable to the Corporation and Taylor, conveying good and indefeasible title of Parcel A from the City to the Corporation free and clear of any and all encumbrances except the Permitted Exceptions;

3(a)(ii) such other documents as may be reasonably required by Title Company to close the contemplated transaction;

3(a)(iii) such other documents, signed by the Owner, the City, and/or the Corporation as may be required by this Exchange Agreement as a condition of Closing, including the executed Restriction Agreement (see, the attached Exhibit C); and,

3(a)(iv) possession of Parcel A, free of parties in possession.

3(b) At the Closing of the Exchange, the Corporation and/or Taylor shall deliver:

3(b) (i) a Special Warranty Deed, in form and substance reasonably acceptable to the City, conveying good and indefeasible title of Parcel B from Taylor to the City, free and clear of any and all encumbrances except the Permitted Exceptions;

3(b) (ii) such other documents as may be reasonably required by Title Company to close the contemplated transaction; and

3(b) (iii) such other documents, signed by the Owner, the City, and/or the Corporation as may be required by this Exchange Agreement;

3(c) At the Closing of the Exchange, the Corporation shall deliver:

3(c) (i) a Special Warranty Deed, in form and substance reasonably acceptable to Taylor, conveying good and indefeasible title of Parcel A from the Corporation to Taylor, free and clear of any and all encumbrances except the Permitted Exceptions;

3(c) (ii) such other documents as may be reasonably required by Title Company to close the contemplated transaction; and

3(c) (iii) such other documents, signed by Taylor, the City, and/or the Corporation as may be required by this Exchange Agreement as a condition of Closing, including the executed Restriction Agreement (see, the attached Exhibit C).

4. **Taxes.** The Parties understand and acknowledge that Parcel A is presently exempt from the assessment of ad valorem taxes, which status may change upon conveyance of Parcel A to Corporation and/or Taylor. Neither the City nor the Corporation shall be responsible for payment of property taxes assessed against the Property for periods after the date of Closing, if any become due and payable. Taxes for the current year will be prorated through the Closing Date.

5. **Closing Date and Costs.** It is the intent of all Parties that the Closing of the Exchange of Parcel A and Parcel B shall occur concurrently, on the Closing Date at such time/place as may be agreed in writing by the Parties. The City hereby agrees to pay and be responsible for all closing costs related to the conveyance of Parcel A to Corporation, and from the Corporation to Taylor, pursuant to this Agreement. It is the agreement of all Parties that at no time shall the Corporation nor Taylor be responsible for any closing costs pursuant to this Exchange Agreement.

6. **Permitted Exceptions.** Those matters constituting Permitted Exceptions pursuant to the Owner Exchange Agreement and the Corporation Exchange Agreement shall constitute Permitted Exceptions pursuant to this Agreement. In addition, the Restriction Agreement shall be deemed to be a Permitted Exception.

7. **Property Conveyed As Is.**

(a) The Parties hereby acknowledge and agree that the exchange of the Parcel 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 the Corporation that Parcel A 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, the City hereby specifically negates and disclaims any representations, warranties or guaranties 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 Parcel A, including without limitation (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which Corporation or Owner 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, 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 and electric 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.

(c) Corporation agrees that prior to the expiration of the Inspection Period both the Corporation and Taylor will have the opportunity to examine and investigate Parcel A and that, in agreeing to the conveyance and exchange, Corporation and Taylor will rely solely upon their independent examination, study, inspection and knowledge of the Property, and Corporation and Taylor are relying solely upon their 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 Corporation and Taylor'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 City.

(d) The provisions of this Section 7 shall survive the termination of this Agreement and the Closing.

8. **Compliance with Tex. Loc. Govt. Code §272.001.** The Parties understand and acknowledge that City is conveying Parcel A to the Corporation in Corporation's capacity as an independent foundation pursuant to Tex. Loc. Gov't Code §272.001 without conducting an auction or soliciting competitive bids, but subject to the requirement that the Property be developed in accordance with the Restriction Agreement. Corporation agrees that exchange of Parcel A to the Owner shall be conditioned upon the conveyance of Parcel B to the City, and shall be subject to the Restriction Agreement, which Taylor must sign at Closing and which shall be recorded along with the Special Warranty Deed.

9. **Conditions of Closing.** Closing on this Agreement is expressly conditioned on and subject to the following:

(a) The closing of the conveyance of Parcel A by the City to the Corporation concurrently with the Closing of this Agreement.

(b) The City and Taylor signing, acknowledging and delivering to Title Company for recording at Closing the Restriction Agreement.

(c) The closing of the exchange of Parcel B by Taylor to the City, concurrently with the Closing of this Agreement.

10. **Remedies.** If a party hereto defaults, the non-defaulting party's sole remedy shall be to terminate this Agreement by providing written notice to the defaulting party.

11. **No Reservation of Minerals.** The conveyance of Parcel A to the Corporation and Taylor, and the conveyance of Parcel B from Taylor to the City shall include all rights, surface and mineral, held by the granting party.

12. **Additional Reservations.** In addition to the reservations of oil, gas, and mineral interests set forth above, City shall have the right to reserve for itself and its successors and assigns and the public such easements and rights-of-way shown on the survey of Parcel A, which shall constitute Permitted Exceptions at Closing to the extent they affect Parcel A.

13. **Notices.** Notices must be in writing and may be emailed, hand delivered and/or mailed by certified mail with return receipt requested to the addresses stated below. Notice given by email shall be immediately effective, 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. In addition, copies of notices shall also be provided to the Party's attorney at the addresses indicated below.

If intended for City, to:

City of Seagoville
Attn: City Manager
702 N. Hwy 175
Seagoville, Texas 75159

With a copy to:

Alexis G. Allen
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

If intended for Corporation, to:

Seagoville Economic Development Corporation
Attn: Executive Director
105 N. Kaufman Street
Seagoville, Texas 75159

If intended for Taylor, to:

Charlotte Taylor
2414 Seagoville Road
Seagoville, Texas 75159

14. **Term.** This Exchange Agreement shall be effective on the Effective Date and, except for the provisions of this Exchange Agreement that survive termination, shall terminate on the earliest of:

14(a) the closing date;

14(b) on the date mutually agreed by the Parties;

14(c) on the date this Exchange Agreement is terminated pursuant to the terms herein; and/or,

14(d) on the date this Exchange Agreement is terminated due to the failure to close.

Article III Miscellaneous

15. **Entire Agreement.** This Agreement and the Exhibits hereto contains the entire agreement between City and the Corporation, and there are no other terms, conditions, promises, undertakings, statements or representations, either written or oral or express or implied, concerning the exchange contemplated by this Agreement.

16. **Modifications and Waiver.** This Agreement may be amended only by an instrument in writing signed by the City and the Corporation. This Agreement may be terminated only in accordance with the terms of this Agreement or by an instrument in writing signed by City and the Corporation. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver.

17. **Assignment.** No party may assign its rights under this Agreement without the prior written consent of the other parties.

18. **Time is of the Essence.** Time is of the essence with respect to the performance by the parties of their respective obligations hereunder.

19. **Effective Date.** The Effective Date of this Agreement shall be the date on which the authorized representatives of the parties have signed this Agreement.

20. **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, or holiday, then the end of such period shall be extended to the next business day.

21. **Headings.** Section headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provisions.

22. **Brokers.** The Parties represent that no broker is involved in this Agreement and, to the extent allowed by law, each party indemnifies the others against brokerage or commission claims arising out of the indemnifying party's actions.

23. **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.

24. **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.

25. **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.

26. **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 Closing shall survive.

EXECUTED on this the _____ day of October, 2018.

CITY OF SEAGOVILLE, TEXAS,

By: _____
Dennis K. Childress, Mayor

EXECUTED on this _____ day of October, 2018.

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit Corporation

By: _____
Patrick Stallings, City Manager/EDC Director

City's Acknowledgement

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Dennis K. Childress, being the Mayor of the City of Seagoville, Texas, on behalf of said municipality.

Notary Public, State of Texas

My Commission expires: _____

Corporation's Acknowledgement

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Patrick Stallings, being the City Manager/Director of the Seagoville Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

Notary Public In and For the State of Texas

My Commission expires: _____

Exhibit "A"
Description of Parcel A

BEING a tract or parcel of land situated within Seagoville, of Dallas County, Texas, being part of the Fallon Survey, Abstract No. 489, being the called 2.592 acre tract of land as described in a Warranty Deed from A. Rex Putnam and Lucilla Otis Putnam to Clycerian Byrd Putnam Mitchell as recorded in Volume 137 at Page 1631 of the Deed Records of Dallas County, Texas and being further described as follows:

BEGINNING at a ½ inch iron rod set for a corner at the intersection of the northeast line of Kaufman Street and the southeast line of Hall Street;

THENCE N 48°10'44" E along the southeast line of Hall Street, a distance of 116.39 feet to a ½ inch iron rod set for a corner at the beginning of a curve to the right in the southeast line of said Hall Street, said curve having a central angle of 33°36'23", a radius of 244.52 feet and a chord bearing N 62°46'50" E at a distance of 414.37 feet;

THENCE in the Northeasterly direction along the southeast line of Hall Street and said curve to the right at an arc length of 143.42 feet to a ½ inch iron rod set for a corner;

THENCE S 44°48'00" W (bearing basis) along and leaving a wooden fence a distance of 241.20 feet to a ½ inch iron rod set for a corner on the northeast line of Kaufman Street;

THENCE N 45°12'00" along the northeast line of Kaufman Street, a distance of 354.21 feet returning the Point of Beginning and containing 1.999 gross acreage and 1.935 net acres of land and being known as No. 904 N. Kaufman Street.

Exhibit "B"
Description of Parcel B

Being 5.532 acres of land situated in the Herman Heider Survey, Abstract No. 541, City of Seagoville, Dallas County, Texas, and being part of a called 130.102 acre tract of land described in Deed to Charlotte Lee Taylor, recorded as Instrument No. 20070095728, Deed Records, Dallas County, Texas (DRDCT), and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", found for corner at the most eastern corner of said 130.102 acre tract and being near the center of a gravel road:

THENCE South 45°13'24" West, along a southwest line of said 103.102 acre tract, a distance of 713.17 feet to an angle point thereof;

THENCE South 45°47'02" West along a southeast line of said tract, a distance of 196.08 feet;

THENCE North 45°24'20" West, a distance of 50.01 feet to a 5/8 –inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for corner in the northwest line of a future 50 right-of-way dedication at the **POINT OF BEGINNING** of the herein described tract;

THENCE South 45°47'02" West along the northwest line of said dedication, a distance of 520.01 feet, to a point for corner in the centerline of future East Farmers Road (a proposed 100' right-of-way), from which a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for reference bears North 45°47'02" East, a distance of 50.01 feet;

THENCE North 45°24'20" West along the centerline of said proposed right-of-way, a distance of 463.50 feet, to a point for corner;

THENCE North 45°47'02" East, at 50.01 feet passing a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for reference, and continuing for a total distance of 520.01 feet, to a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for corner;

THENCE South 45°24'20" East, a distance of 463.50 feet, to the **POINT OF BEGINNING** and containing 240,973 square feet, or 5.532 acres of land.

Exhibit “C”

Restriction Agreement

**Exhibit “D”
Corporation’s Exchange Agreement**

EXHIBIT E
OWNER'S EXCHANGE AGREEMENT

WHEREAS, the City has obtained an appraisal of the two properties, and has determined that the value of Parcel B is equal to or exceeds the value of Parcel A, taking into consideration the time and effort it would take for the City to find an alternative location for the new fire station;

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

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

“City” shall mean the City of Seagoville, Dallas County, Texas.

“City’s Exchange Agreement” shall mean the Agreement by and between the City and the Corporation relating to the conveyance of Parcel A from the City to the Corporation, substantially in the form attached hereto as Exhibit D and incorporated herein by reference.

“Closing Date” shall mean thirty (30) days after the Effective Date or other date mutually agreed to by the parties in writing.

“Corporation” shall mean the Seagoville Economic Development Corporation.

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

“Owner” shall mean Charlotte Lee Taylor.

“Owner Exchange Agreement” shall mean the Agreement by and between the Owner and the City, relating to the conveyance of Parcel B from the Owner to the City, substantially in the form attached hereto as Exhibit E and incorporated herein by reference.

“Parcel A” shall mean the approximate 1.99 acre tract described in the attached Exhibit A.

“Parcel B” shall mean the approximate 5 acres of real property legally described in the attached Exhibit B.

“Restriction Agreement” shall mean the Restriction Agreement by and between City and Owner, substantially in the form set forth as Exhibit C, attached hereto.

“Title Company” shall mean Ranger Title Company, located at 1023 W. US Highway 175, Crandall, Texas 75114.

Article II Exchange

1. Title, Survey, and Environmental Reports.

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

(i) a current commitment for an Owner's Policy of Title Insurance for the Property from the Title Company, 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 the Corporation or the City may have in its possession with respect to the Property; and

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

(b) The Corporation shall, not later than fifteen (15) days after the Effective Date, and at the City's expense, obtain a survey of the Property and deliver same to the Owner. "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Property, prepared by a Texas Registered Property Land Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors required for obtaining deletion of the survey exception in the Title Policy.

(c) Owner shall, not later than five (5) days after Owner's receipt of the last of the Survey and Title Commitment, notify the Corporation and Title Company of any objections to the Survey or Title Commitment. If there are objections by Owner, the Corporation shall in good faith attempt to satisfy them prior to Closing, but the Corporation shall not be required to incur any cost to do so. If the Corporation delivers written notice to Owner not later than the ten (10) calendar day after the Corporation's receipt of Owner's objections that the City and/or the Corporation is unable to satisfy such objections, the Owner may either waive such objections and accept title as the Corporation is able to convey or terminate this Agreement by written notice to the Corporation, the City, and the Title Company prior to the expiration of the Inspection Period.

2(a). **Inspection Period.** During the Inspection Period, the Owner and its agents or employees shall have the right to enter upon Parcel A, to conduct such inspections, tests and studies as she may deem reasonable and necessary.

2(b) The Owner may enter Parcel A to conduct an inspection, but shall be solely responsible for any damages caused thereby. **Owner shall repair any damage to Parcel A caused by Owner, its employees, agents or invitees, and shall hold the City and the**

Corporation harmless from and against any and all claims, liabilities or damages to Parcel A or against the City or Corporation caused by the intentional or negligent acts or omissions of the Owner or any of the Owner's Parties during the Inspection Period or as a result of any inspection of the Parcel A by such parties; provided, that the City and/or Corporation shall not be required to hold the Owner harmless for the Owner's discovery of any violations of any applicable law, statute, rule, regulation, code or ordinance during such inspection, or discovery of any preexisting conditions present at Parcel A.

2(c) In the event of any termination of this Agreement by any Party, the Owner shall restore Parcel A to substantially the same condition which existed on the Effective Date to the extent any changes to the condition of Parcel A were made by the Owner.

2(d) The provisions of this Section 2 shall expressly survive any termination of this Exchange Agreement or any Closing.

3. **Closing Deliverables.**

3(a) At the Closing of the Exchange, the Owner shall deliver:

3(a)(i) a Special Warranty Deed, in form and substance reasonably acceptable to the Owner, Corporation and the City, conveying good and indefeasible title of Parcel B from the Owner to the City free and clear of any and all encumbrances except the Permitted Exceptions;

3(a)(ii) such other documents as may be reasonably required by Title Company to close the contemplated transaction;

3(a)(iii) such other documents, signed by the Owner, the City, and/or the Corporation as may be required by this Exchange Agreement as a condition of Closing, including the executed Restriction Agreement (see, the attached Exhibit C); and,

3(a)(iv) possession of Parcel B, free of parties in possession.

3(b) At the Closing of the Exchange, the City shall deliver:

3(b) (i) a Special Warranty Deed, in form and substance reasonably acceptable to the Owner, Corporation and the City, conveying good and indefeasible title of Parcel A from the City to the Corporation, free and clear of any and all encumbrances except the Permitted Exceptions;

3(b) (ii) such other documents as may be reasonably required by Title Company to close the contemplated transaction; and

3(b) (iii) such other documents, signed by the Owner, the City, and/or the Corporation as may be required by this Exchange Agreement;

3(c) At the Closing of the Exchange, the Corporation shall deliver:

3(c) (i) a Special Warranty Deed, in form and substance reasonably acceptable to the Owner, Corporation and the City, conveying good and indefeasible title of Parcel A from the Corporation to the Owner, free and clear of any and all encumbrances except the Permitted Exceptions;

3(c) (ii) such other documents as may be reasonably required by Title Company to close the contemplated transaction; and

3(c) (iii) such other documents, signed by the Owner, the City, and/or the Corporation as may be required by this Exchange Agreement as a condition of Closing, including the executed Restriction Agreement (see, the attached Exhibit C).

4. **Taxes.** The Parties understand and acknowledge that Parcel A is presently exempt from the assessment of ad valorem taxes, which status may change upon conveyance of Parcel A to Corporation or Owner. Neither the City nor the Corporation shall be responsible for payment of property taxes assessed against the Property for periods after the date of Closing, if any become due and payable. Taxes for the current year will be prorated through the Closing Date.

5. **Closing Date and Costs.** It is the intent of all Parties that the Closing of the Exchange of Parcel A and Parcel B shall occur concurrently, on the Closing Date at such time/place as may be agreed in writing by the Parties. The City hereby agrees to pay and be responsible for all closing costs related to the conveyance of Parcel A to Corporation, and from the Corporation to the Owner, pursuant to this Agreement. It is the agreement of all Parties that at no time shall the Corporation, nor the Owner, be responsible for any closing costs pursuant to this Exchange Agreement.

6. **Required Use; Permitted Exceptions.**

(a) Upon conveyance, Parcel A shall be used by the Owner in accordance with the Restriction Agreement, attached hereto and incorporated herein as Exhibit C.

(b) Those matters constituting Permitted Exceptions pursuant to the Owner Exchange Agreement and the City Exchange Agreement shall constitute Permitted Exceptions pursuant to this Agreement. In addition, the Restriction Agreement shall be deemed to be a Permitted Exception.

7. **Property Conveyed As Is.**

(a) The Parties hereby acknowledge and agree that the exchange of the Parcels 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 Owner that Parcel A 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). The occurrence of Closing shall constitute an acknowledgment by

the City that Parcel B 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, the City and the Corporation hereby specifically negates and disclaims any representations, warranties or guaranties 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 Parcel A, including without limitation (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which the Owner 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, 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 and electric 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.

(c) Owner agrees that prior to the expiration of the Inspection Period she will have the opportunity to examine and investigate Parcel A and that, in agreeing to the conveyance and exchange, Owner will rely solely upon her independent examination, study, inspection and knowledge of the Property, and Owner is relying solely upon her 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 Owner'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 Corporation or City.

(d) The provisions of this Section 7 shall survive the termination of this Agreement and the Closing.

8. **Compliance with Tex. Loc. Govt. Code §272.001.** The Parties understand and acknowledge that City is conveying Parcel A to the Corporation in Corporation's capacity as an independent foundation pursuant to Tex. Loc. Gov't Code §272.001 without conducting an auction or soliciting competitive bids, but subject to the requirement that the Property be developed in accordance with the Restriction Agreement. Corporation agrees that exchange of Parcel A to the Owner shall be conditioned upon the conveyance of Parcel B to the City, and shall be subject to the Restriction Agreement, which Owner must sign at Closing and which shall be recorded along with the Special Warranty Deed.

9. **Conditions of Closing.** Closing on this Agreement is expressly conditioned on and subject to the following:

(a) The closing of the conveyance of Parcel A by the City to the Corporation concurrently with the Closing of this Agreement.

(b) Owner and Corporation signing, acknowledging and delivering to Title Company for recording at Closing the Restriction Agreement.

(c) The closing of the exchange of Parcel B by Owner to the City, concurrently with the Closing of this Agreement.

10. **Remedies.** If a party hereto defaults, the non-defaulting party's sole remedy shall be to terminate this Agreement by providing written notice to the defaulting party.

11. **No Reservation of Minerals.** The conveyance of Parcel A from the City to the Corporation to the Owner, and of Parcel B from the Owner to the City, shall include conveyance of all rights held by the granting party.

12. **Additional Reservations.** In addition to the reservations of oil, gas, and mineral interests set forth above, City has reserved for itself and its successors and assigns and the public such easements and rights-of-way shown on the survey of Parcel A, which shall constitute Permitted Exceptions at Closing to the extent they affect Parcel A.

13. **Notices.** Notices must be in writing and may be emailed, hand delivered and/or mailed by certified mail with return receipt requested to the addresses stated below. Notice given by email shall be immediately effective, 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. In addition, copies of notices shall also be provided to the Party's attorney at the addresses indicated below.

If intended for City, to:

City of Seagoville
Attn: City Manager
702 N. Hwy 175
Seagoville, Texas 75159

With a copy to:

Alexis G. Allen
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

If intended for Owner, to:

Charlotte Taylor
2414 Seagoville Road
Seagoville, Texas 75159

14. **Term.** This Exchange Agreement shall be effective on the Effective Date and, except for the provisions of this Exchange Agreement that survive termination, shall terminate on the earliest of:

14(a) the closing date;

14(b) on the date mutually agreed by the Parties;

14(c) on the date this Exchange Agreement is terminated pursuant to the terms herein; and/or,

14(d) on the date this Exchange Agreement is terminated due to the failure to close.

Article III Miscellaneous

15. **Entire Agreement.** This Agreement and the Exhibits hereto contains the entire agreement between City, Corporation, and Owner and there are no other terms, conditions, promises, undertakings, statements or representations, either written or oral or express or implied, concerning the exchange contemplated by this Agreement.

16. **Modifications and Waiver.** This Agreement may be amended only by an instrument in writing signed by the Corporation and Owner. This Agreement may be terminated only in accordance with the terms of this Agreement or by an instrument in writing signed by the Corporation and Owner. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver.

17. **Assignment.** No party may assign its rights under this Agreement without the prior written consent of the other parties.

18. **Time is of the Essence.** Time is of the essence with respect to the performance by the parties of their respective obligations hereunder.

19. **Effective Date.** The Effective Date of this Agreement shall be the date on which the authorized representatives of the parties have signed this Agreement.

20. **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, or holiday, then the end of such period shall be extended to the next business day.

21. **Headings.** Section headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provisions.

22. **Brokers.** The Parties represent that no broker is involved in this Agreement and, to the extent allowed by law, each party indemnifies the others against brokerage or commission claims arising out of the indemnifying party's actions.

23. **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.

24. **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.

25. **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.

26. **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 Closing shall survive.

(Signature Page to Follow)

EXECUTED on this the _____ day of October, 2018.

**SEAGOVILLE ECONOMIC DEVELOPMENT
CORPORATION, a Texas non-profit Corporation**

By: _____
Patrick Stallings, City Manager/EDC Director

EXECUTED on this _____ day of October, 2018.

OWNER

By: _____
Charlotte Lee Taylor, Owner

SEDC's Acknowledgement

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2018, by Patrick Stallings, being the City Manager/Director of the Seagoville Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

Notary Public In and For the State of Texas

My Commission expires:_____

Owner's Acknowledgement

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2018, by Charlotte Lee Taylor.

Notary Public In and For the State of Texas

My Commission expires:_____

Exhibit "A"
Description of Parcel A

BEING a tract or parcel of land situated within Seagoville, of Dallas County, Texas, being part of the Fallon Survey, Abstract No. 489, being the called 2.592 acre tract of land as described in a Warranty Deed from A. Rex Putnam and Lucilla Otis Putnam to Clycerian Byrd Putnam Mitchell as recorded in Volume 137 at Page 1631 of the Deed Records of Dallas County, Texas and being further described as follows:

BEGINNING at a ½ inch iron rod set for a corner at the intersection of the northeast line of Kaufman Street and the southeast line of Hall Street;

THENCE N 48°10'44" E along the southeast line of Hall Street, a distance of 116.39 feet to a ½ inch iron rod set for a corner at the beginning of a curve to the right in the southeast line of said Hall Street, said curve having a central angle of 33°36'23", a radius of 244.52 feet and a chord bearing N 62°46'50" E at a distance of 414.37 feet;

THENCE in the Northeasterly direction along the southeast line of Hall Street and said curve to the right at an arc length of 143.42 feet to a ½ inch iron rod set for a corner;

THENCE S 44°48'00" W (bearing basis) along and leaving a wooden fence a distance of 241.20 feet to a ½ inch iron rod set for a corner on the northeast line of Kaufman Street;

THENCE N 45°12'00" along the northeast line of Kaufman Street, a distance of 354.21 feet returning the Point of Beginning and containing 1.999 gross acreage and 1.935 net acres of land and being known as No. 904 N. Kaufman Street.

Exhibit "B"
Description of Parcel B

Being 5.532 acres of land situated in the Herman Heider Survey, Abstract No. 541, City of Seagoville, Dallas County, Texas, and being part of a called 130.102 acre tract of land described in Deed to Charlotte Lee Taylor, recorded as Instrument No. 20070095728, Deed Records, Dallas County, Texas (DRDCT), and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", found for corner at the most eastern corner of said 130.102 acre tract and being near the center of a gravel road:

THENCE South 45°13'24" West, along a southwest line of said 103.102 acre tract, a distance of 713.17 feet to an angle point thereof;

THENCE South 45°47'02" West along a southeast line of said tract, a distance of 196.08 feet;

THENCE North 45°24'20" West, a distance of 50.01 feet to a 5/8 –inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for corner in the northwest line of a future 50 right-of-way dedication at the **POINT OF BEGINNING** of the herein described tract;

THENCE South 45°47'02" West along the northwest line of said dedication, a distance of 520.01 feet, to a point for corner in the centerline of future East Farmers Road (a proposed 100' right-of-way), from which a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for reference bears North 45°47'02" East, a distance of 50.01 feet;

THENCE North 45°24'20" West along the centerline of said proposed right-of-way, a distance of 463.50 feet, to a point for corner;

THENCE North 45°47'02" East, at 50.01 feet passing a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for reference, and continuing for a total distance of 520.01 feet, to a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for corner;

THENCE South 45°24'20" East, a distance of 463.50 feet, to the **POINT OF BEGINNING** and containing 240,973 square feet, or 5.532 acres of land.

**Exhibit “C”
Restriction Agreement**

Exhibit “D”
City’s Exchange Agreement

EXHIBIT E
OWNER'S EXCHANGE AGREEMENT

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**
COUNTY OF DALLAS §

This **RESTRICTION AGREEMENT** ("Agreement") is made and entered into as of the Effective Date by and between the City of Seagoville, a Texas home-rule municipality ("City"), and Charlotte Lee Taylor (the "Owner").

RECITALS

WHEREAS, as of the Effective Date, pursuant to the Exchange Agreement, Owner has acquired the Property from the Seagoville Economic Development Corporation ("the SEDC"); and

WHEREAS, prior to or concurrent with the exchange of the Property to Owner, SEDC acquired the Property from the City pursuant to that certain Exchange Agreement, between the City and SEDC ("the City Exchange Agreement") without City seeking sealed bids or conducting an auction prior to the conveyance of the Property to SEDC pursuant to the statutory exception to such requirements set forth in Texas Local Government Code §272.001(b)(4); and

WHEREAS, as a condition of the conveyance of the Property from the City to the SEDC and pursuant to Texas Local Government Code §272.001(b)(4), the City Exchange Agreement requires that SEDC have the Property developed by the Owner consistent with the Required Use; and

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

WHEREAS, as a condition to and in consideration of the SEDC's conveyance of the Property to Owner, Owner has agreed to develop the Property in accordance with this Restriction Agreement; and

WHEREAS, Owner agrees that the Property shall not be used for any purpose not permitted in accordance this Restriction Agreement, 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, City and Owner hereby agree as follows:

Article I
Property Subject to Declaration

The Property shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Owner and any subsequent owners of all or any part of the Property, subject to the terms of this Restriction Agreement.

Article II
Definitions

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

“City” shall mean the City of Seagoville, a Texas a home rule municipality located in the County of Dallas, State of Texas.

“City Exchange Agreement” shall mean that certain Exchange Agreement, as amended or assigned, by and between the City and the SEDC, effective _____.

“City Manager” shall mean the City Manager of the City.

“Corporation Exchange Agreement” shall mean that certain Exchange Agreement, as amended or assigned, by and between SEDC and Owner, effective _____.

“Development Regulations” mean the City of Seagoville’s subdivision ordinances and regulations, as amended, Seagoville’s Comprehensive Zoning Ordinance, as amended, and such other ordinances and regulations enacted by the City of Seagoville relating to the use and development of the Property as of the Effective Date and as thereafter amended.

“Effective Date” shall mean the date this Agreement is signed by all parties hereto.

“Owner” shall mean Charlotte Lee Taylor

“Property” shall mean an approximately 1.99 acre tract of land out of Tract 26, R.D. Fallon Abstract 489, Page 781, ACS 1.83, City of Seagoville, Dallas County, Texas, and more particularly described by metes and bounds attached hereto as Exhibit “A” and incorporated herein by reference.

“Required Use” shall mean the development and use of the Property for use by a non-profit entity, dedicated to providing services to benefit the public at large, or such other purposes as otherwise allowed pursuant to the Development Regulations.

“SEDC” shall mean the Seagoville Economic Development Corporation, a Texas non-profit corporation created pursuant to Ch. 505, Texas Local Government Code, as amended.

Article III Restrictions

3.1 **Use of Property.** No portion of the Property shall be utilized for any use other than the Required Use. No building shall be constructed, reconstructed, erected, altered, or placed on any portion of the Property other than structures that will be used in conformance with the Required Use. Use of said Property for the Required Use shall commence not later than two (2) years after the Effective Date of this Agreement.

3.2 **Term of Restrictions.** The restrictions set forth in Section 3.1, above, shall commence on the Effective Date and continue thereafter until the expiration of five (5) years.

Article IV Miscellaneous

4.1 **Enforcement.** The City 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 3.1, above, enforcement of the provisions set forth in Section 3.1 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 from exercising its legislative duties and powers insofar as the Property is concerned, nor does this Agreement obligate the Council to approve any zoning or land use requests sought by the Owner in furtherance of this Agreement.** For further remedy, the Owner, for herself, her successors, and assigns agrees that the City of Seagoville 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 this Agreement. The rights of the City of Seagoville 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.

4.2 **Amendment.** No amendment or any termination of this Restriction Agreement shall be effective unless and until approved by the Owner and the City of Seagoville (as evidenced by a resolution of the City Council executed by the Mayor and recorded in the Official Public Records in the office of the Dallas County Clerk); provided, however, the City of Seagoville may, without the consent of the Owner, terminate and release the restrictions set forth in Section 3.1.

4.3 **Notices.** Notices must be in writing and may be emailed, hand delivered and/or mailed by certified mail with return receipt requested to the addresses stated below. Notice given by email shall be immediately effective, 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. In addition, copies of notices shall also be provided to the Party's attorney at the addresses indicated below.

If intended for City, to:

City of Seagoville
Attn: City Manager
702 N. Hwy 175
Seagoville, Texas 75159

With a copy to:

Alexis G. Allen
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

If intended for Owner:

Charlotte Taylor
2414 Seagoville Road
Seagoville, Texas 75159

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.

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

4.5 **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 of the State of Texas. Venue for any action shall be in Dallas County, Texas.

4.6 **Recording.** The Parties agree that the City of Seagoville may record this Restriction Agreement in the Official Public Records in the office of the Dallas County Clerk.

4.7 **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 as well as to carry out compliance with Tex. Loc. Govt. Code §272.001(a)(4), as amended, and, consequently, shall run with the Property and be binding on the Owner and all Parties having all right, title, or interest in the Property, in whole or in part, and their heirs, successors and assigns. These covenants, conditions and restrictions shall be for the benefit of the City of Seagoville, Texas. This Restriction Agreement is binding upon the Owner 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 the City of Seagoville and its 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 the Owner hereunder.

4.8 **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.

4.9 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no statement, promise, representation or modification hereof by any person, if any, and whether oral or written, shall be binding upon any Party.

4.10 **Counterparts**. This Agreement may be executed by the Parties 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.

(signatures on following pages)

SIGNED AND AGREED on this ____ day of October, 2018.

**City of Seagoville, Texas,
a Texas home rule municipality**

By: _____
Pat Stallings, City Manager

City's Acknowledgment

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

Acknowledged before me, the undersigned authority, this _____ day of _____, 2018,
by Pat Stallings, City Manager for the City of Seagoville, Texas, a Texas home rule municipality,
on behalf of such municipality.

Notary Public, State of Texas

My Commission expires: _____

SIGNED AND AGREED on this _____ day of October, 2018.

By: _____
Charlotte Lee Taylor, Owner

Owner's Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of August, 2018, by _____.

Notary Public, State of Texas

My Commission expires: _____

**Exhibit "A" to Restriction Agreement
Description of Property**

BEING a tract or parcel of land situated within Seagoville, of Dallas County, Texas, being part of the Fallon Survey, Abstract No. 489, being the called 2.592 acre tract of land as described in a Warranty Deed from A. Rex Putnam and Lucilla Otis Putnam to Clycerian Byrd Putnam Mitchell as recorded in Volume 137 at Page 1631 of the Deed Records of Dallas County, Texas and being further described as follows:

BEGINNING at a ½ inch iron rod set for a corner at the intersection of the northeast line of Kaufman Street and the southeast line of Hall Street;

THENCE N 48°10'44" E along the southeast line of Hall Street, a distance of 116.39 feet to a ½ inch iron rod set for a corner at the beginning of a curve to the right in the southeast line of said Hall Street, said curve having a central angle of 33°36'23", a radius of 244.52 feet and a chord bearing N 62°46'50" E at a distance of 414.37 feet;

THENCE in the Northeasterly direction along the southeast line of Hall Street and said curve to the right at an arc length of 143.42 feet to a ½ inch iron rod set for a corner;

THENCE S 44°48'00" W (bearing basis) along and leaving a wooden fence a distance of 241.20 feet to a ½ inch iron rod set for a corner on the northeast line of Kaufman Street;

THENCE N 45°12'00" along the northeast line of Kaufman Street, a distance of 354.21 feet returning the Point of Beginning and containing 1.999 gross acreage and 1.935 net acres of land and being known as No. 904 N. Kaufman Street.

Regular Session Agenda Item: 4

Meeting Date: October 15, 2018

Item Description

Discuss and consider a Resolution approving the terms and conditions of an Exchange Agreement ("Agreement") by and between the City of Seagoville ("City") and the Seagoville Economic Development Corporation ("SEDC"), attached hereto as Attachment "1" and the exhibits thereto; approving an Exchange Agreement between the SEDC and Charlotte Taylor, attached hereto as Attachment "2"; and approving the Exchange Agreement between Charlotte Lee Taylor and the City of Seagoville, attached hereto as Attachment "3"; authorizing the Mayor to execute the Agreements on behalf of the City; providing for a repealing clause; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City has determined that there is a need for a new fire station to be constructed. Based on a study conducted by Halff Associates, the ideal location for this new fire station is at the intersection of Simonds Road and E. Farmers. The City has identified property located within this area, specifically intersection of Simonds Road and Farmers, as an ideal location for this new fire station. The City approached the owner of this Property, and learned that the Owner, Charlotte Taylor, does not desire to sell the property, but is willing to exchange the property for land owned by the City, located at 902 N. Kaufman Street, in order to develop this Property as a church / food pantry providing non-profit services, consistent with the applicable zoning regulations.

The City has determined that the value of the two pieces of property are comparable, taking into consideration the time and effort it would take to find an alternative location for the new fire station. Further, the City is authorized, pursuant to Section 272.001 of the Local Government Code, to convey land that the city wants to have developed by contract with an independent foundation, such as the Seagoville Economic Development Corporation. Accordingly, the City is seeking to convey the land located at 902 N. Kaufman Street to the Seagoville Economic Development Corporation for development as a church / food pantry by Charlotte Taylor, and in exchange, Charlotte Taylor will convey the land located at intersection of Simonds Road and Farmers to the City.

FINANCIAL IMPACT: Estimated closing costs, surveys, etc.

EXHIBITS

Resolution
Exchange Agreement from City to SEDC
Exchange Agreement from SEDC to Charlotte Taylor
Exchange Agreement from Charlotte Lee Taylor to City

RESOLUTION NO. ____-R-2018

A RESOLUTION OF THE CITY COUNCIL APPROVING THE TERMS AND CONDITIONS OF AN EXCHANGE AGREEMENT ("AGREEMENT") BY AND BETWEEN THE CITY OF SEAGOVILLE ("CITY") AND THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION ("SEDC"), ATTACHED HERETO AS ATTACHMENT "1" AND THE EXHIBITS THERETO; APPROVING AN EXCHANGE AGREEMENT BETWEEN THE SEDC AND CHARLOTTE TAYLOR, ATTACHED HERETO AS EXHIBIT "2"; AND APPROVING THE EXCHANGE AGREEMENT BETWEEN CHARLOTTE LEE TAYLOR AND THE CITY OF SEAGOVILLE, ATTACHED HERETO AS EXHIBIT "3"; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has determined that property owned by Taylor is situated in area of the City which is an ideal location for construction of a new fire station and Taylor has expressed interest in acquiring property owned by the City of Seagoville for development of use by a non-profit entity, providing services to the general public; and

WHEREAS, TEX. LOC. GOV'T CODE § 272.001 allows the City to convey land it wants developed by contracting with an independent foundation without auction or soliciting competitive bids; and

WHEREAS, the Seagoville Economic Development Corporation is a Texas non-profit corporation and qualifies as an independent foundation under Tex. Loc. Gov't Code § 272.001; and

WHEREAS, the City has agreed to convey approximately 1.99 acres of property located in the City of Seagoville, described in the attached "Exhibit A" (hereinafter referred to as "the Property" or "Parcel A"), to the Corporation for development by Charlotte Lee Taylor, for use in providing non-profit services, consistent with the applicable zoning regulations; and

WHEREAS, in consideration for Parcel A, the Owner has agreed to convey approximately five (5) acres of real property owned by the Owner, described in the attached "Exhibit B", to the City of Seagoville (hereinafter, "Parcel B"); and

WHEREAS, the City has obtained an appraisal of the two properties, and has determined that the value of Parcel B is equal to or exceeds the value of Parcel A, taking into consideration the time and effort it would take for the City to find an alternative location for the new fire station; and

WHEREAS, the City has determined that approving the terms and conditions of the Exchange Agreements and the exhibits thereto, which are attached hereto and incorporated herein as Attachments 1, 2 and 3, are in the best interest of the City and the citizens of Seagoville.

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

SECTION 1. That the City Council hereby approves the Exchange Agreement by and between the City of Seagoville and the Seagoville Economic Development Corporation, which is attached hereto as Attachment “1” and the exhibits thereto, and hereby authorizes the Mayor to execute the Agreement on behalf of the City.

SECTION 2. That the City Council hereby approves the Exchange Agreement by and between the Seagoville Economic Development Corporation and Charlotte Lee Taylor, which is attached hereto as Attachment “2” and the exhibits thereto.

SECTION 3. That the City Council hereby approves the Exchange Agreement by and between Charlotte Lee Taylor and the City of Seagoville, which is attached hereto as Attachment “3” and the exhibits thereto, and hereby authorizes the Mayor to execute the Agreement on behalf of the City.

SECTION 4. That all resolutions heretofore adopted which are in conflict with the provisions of this resolution be, and the same are hereby repealed, and all resolutions not in conflict with the provisions hereof shall remain in full force and effect.

SECTION 5. 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 6. That 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 15th day October, 2018.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney
(/cdb 10/10/2018)

Exhibit "A"
Exchange Agreement
(to be attached)

WHEREAS, the City has obtained an appraisal of the two properties, and has determined that the value of Parcel B is equal to or exceeds the value of Parcel A, taking into consideration the time and effort it would take for the City to find an alternative location for the new fire station;

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

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

“City” shall mean the City of Seagoville, Dallas County, Texas.

“Closing Date” shall mean thirty (30) days after the Effective Date or other date mutually agreed to by the parties in writing.

“Corporation” shall mean the Seagoville Economic Development Corporation.

“Corporation’s Exchange Agreement” shall mean that Agreement, attached hereto as Exhibit D, by and between the Corporation and Charlotte Lee Taylor, relating to the conveyance of Parcel A from the Corporation to Taylor, for development in accordance with the Restriction Agreement.

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

“Owner’s Exchange Agreement” shall mean that Agreement, attached hereto as Exhibit E, by and between Charlotte Lee Taylor, relating to the conveyance of Parcel B to the City.

“Parcel A” shall mean the approximate 1.99 acre tract described in the attached Exhibit A.

“Parcel B” shall mean the approximate 5 acres of real property legally described in the attached Exhibit B.

“Restriction Agreement” shall mean the Restriction Agreement by and between City and Owner, substantially in the form set forth as Exhibit C, attached hereto.

“Title Company” shall mean Ranger Title Company, located at 1023 W. US Highway 175, Crandall, Texas 75114.

Article II Exchange

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

(a) Not later than ten (10) days after the Effective Date, the City shall, at its sole expense, deliver to the Corporation:

(i) a current commitment for an Owner's Policy of Title Insurance for the Property from the Title Company, 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 the City may have in its possession with respect to the Property; and

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

(b) The City shall, not later than fifteen (15) days after the Effective Date, and at the City's expense, obtain a survey of the Property and deliver same to the Corporation. The Corporation shall immediately thereafter deliver a copy of the Survey to Taylor. "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Property, prepared by a Texas Registered Property Land Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors required for obtaining deletion of the survey exception in the Title Policy.

(c) The Corporation shall, not later than five (5) days after the Corporation's receipt of the last of the Survey and Title Commitment, notify the City and Title Company of any objections to the Survey or Title Commitment made by either the Corporation or Taylor. If there are objections, the City shall in good faith attempt to satisfy them prior to Closing, but the City shall not be required to incur any cost to do so. If the City delivers written notice to Corporation not later than the ten (10) calendar day after the City's receipt of Corporation's and/or Taylor's objections that the City is unable to satisfy such objections, the Corporation may either waive such objections and accept title as the City is able to convey or terminate this Agreement by written notice to the City, Taylor, and the Title Company prior to the expiration of the Inspection Period.

2(a). **Inspection Period.** During the Inspection Period, the Corporation and/or Taylor and its agents or employees shall have the right to enter upon Parcel A and conduct such inspections, tests and studies as they may deem reasonable and necessary.

2(b) The Corporation and/or Taylor may enter Parcel A to conduct its inspection, but shall be solely responsible for any damages caused thereby. **Taylor shall repair any damage to Parcel A caused by Taylor, its employees, agents or invitees, and shall hold the City and the Corporation harmless from and against any and all claims, liabilities or damages to Parcel A or against the City or Corporation caused by the intentional or negligent acts or omissions**

of Taylor or any of Taylor's Parties during the Inspection Period or as a result of any inspection of the Parcel A by such parties; provided, that the City and/or Corporation shall not be required to hold Taylor harmless for Taylor's discovery of any violations of any applicable law, statute, rule, regulation, code or ordinance during such inspection, or discovery of any preexisting conditions present at Parcel A.

2(c) In the event of any termination of this Agreement by any Party, the Corporation and/or Taylor shall restore Parcel A to substantially the same condition which existed on the Effective Date to the extent any changes to the condition of Parcel A were made by the Corporation and/or Taylor, respectively.

2(d) The provisions of this Section 2 shall expressly survive any termination of this Exchange Agreement or any Closing.

3. **Closing Deliverables.**

3(a) At the Closing of the Exchange, the City shall deliver:

3(a)(i) a Special Warranty Deed, in form and substance reasonably acceptable to the Corporation and Taylor, conveying good and indefeasible title of Parcel A from the City to the Corporation free and clear of any and all encumbrances except the Permitted Exceptions;

3(a)(ii) such other documents as may be reasonably required by Title Company to close the contemplated transaction;

3(a)(iii) such other documents, signed by the Owner, the City, and/or the Corporation as may be required by this Exchange Agreement as a condition of Closing, including the executed Restriction Agreement (see, the attached Exhibit C); and,

3(a)(iv) possession of Parcel A, free of parties in possession.

3(b) At the Closing of the Exchange, the Corporation and/or Taylor shall deliver:

3(b) (i) a Special Warranty Deed, in form and substance reasonably acceptable to the City, conveying good and indefeasible title of Parcel B from Taylor to the City, free and clear of any and all encumbrances except the Permitted Exceptions;

3(b) (ii) such other documents as may be reasonably required by Title Company to close the contemplated transaction; and

3(b) (iii) such other documents, signed by the Owner, the City, and/or the Corporation as may be required by this Exchange Agreement;

3(c) At the Closing of the Exchange, the Corporation shall deliver:

3(c) (i) a Special Warranty Deed, in form and substance reasonably acceptable to Taylor, conveying good and indefeasible title of Parcel A from the Corporation to Taylor, free and clear of any and all encumbrances except the Permitted Exceptions;

3(c) (ii) such other documents as may be reasonably required by Title Company to close the contemplated transaction; and

3(c) (iii) such other documents, signed by Taylor, the City, and/or the Corporation as may be required by this Exchange Agreement as a condition of Closing, including the executed Restriction Agreement (see, the attached Exhibit C).

4. **Taxes.** The Parties understand and acknowledge that Parcel A is presently exempt from the assessment of ad valorem taxes, which status may change upon conveyance of Parcel A to Corporation and/or Taylor. Neither the City nor the Corporation shall be responsible for payment of property taxes assessed against the Property for periods after the date of Closing, if any become due and payable. Taxes for the current year will be prorated through the Closing Date.

5. **Closing Date and Costs.** It is the intent of all Parties that the Closing of the Exchange of Parcel A and Parcel B shall occur concurrently, on the Closing Date at such time/place as may be agreed in writing by the Parties. The City hereby agrees to pay and be responsible for all closing costs related to the conveyance of Parcel A to Corporation, and from the Corporation to Taylor, pursuant to this Agreement. It is the agreement of all Parties that at no time shall the Corporation nor Taylor be responsible for any closing costs pursuant to this Exchange Agreement.

6. **Permitted Exceptions.** Those matters constituting Permitted Exceptions pursuant to the Owner Exchange Agreement and the Corporation Exchange Agreement shall constitute Permitted Exceptions pursuant to this Agreement. In addition, the Restriction Agreement shall be deemed to be a Permitted Exception.

7. **Property Conveyed As Is.**

(a) The Parties hereby acknowledge and agree that the exchange of the Parcel 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 the Corporation that Parcel A 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, the City hereby specifically negates and disclaims any representations, warranties or guaranties 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 Parcel A, including without limitation (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which Corporation or Owner 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, 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 and electric 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.

(c) Corporation agrees that prior to the expiration of the Inspection Period both the Corporation and Taylor will have the opportunity to examine and investigate Parcel A and that, in agreeing to the conveyance and exchange, Corporation and Taylor will rely solely upon their independent examination, study, inspection and knowledge of the Property, and Corporation and Taylor are relying solely upon their 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 Corporation and Taylor'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 City.

(d) The provisions of this Section 7 shall survive the termination of this Agreement and the Closing.

8. **Compliance with Tex. Loc. Govt. Code §272.001.** The Parties understand and acknowledge that City is conveying Parcel A to the Corporation in Corporation's capacity as an independent foundation pursuant to Tex. Loc. Gov't Code §272.001 without conducting an auction or soliciting competitive bids, but subject to the requirement that the Property be developed in accordance with the Restriction Agreement. Corporation agrees that exchange of Parcel A to the Owner shall be conditioned upon the conveyance of Parcel B to the City, and shall be subject to the Restriction Agreement, which Taylor must sign at Closing and which shall be recorded along with the Special Warranty Deed.

9. **Conditions of Closing.** Closing on this Agreement is expressly conditioned on and subject to the following:

(a) The closing of the conveyance of Parcel A by the City to the Corporation concurrently with the Closing of this Agreement.

(b) The City and Taylor signing, acknowledging and delivering to Title Company for recording at Closing the Restriction Agreement.

(c) The closing of the exchange of Parcel B by Taylor to the City, concurrently with the Closing of this Agreement.

10. **Remedies.** If a party hereto defaults, the non-defaulting party's sole remedy shall be to terminate this Agreement by providing written notice to the defaulting party.

11. **No Reservation of Minerals.** The conveyance of Parcel A to the Corporation and Taylor, and the conveyance of Parcel B from Taylor to the City shall include all rights, surface and mineral, held by the granting party.

12. **Additional Reservations.** In addition to the reservations of oil, gas, and mineral interests set forth above, City shall have the right to reserve for itself and its successors and assigns and the public such easements and rights-of-way shown on the survey of Parcel A, which shall constitute Permitted Exceptions at Closing to the extent they affect Parcel A.

13. **Notices.** Notices must be in writing and may be emailed, hand delivered and/or mailed by certified mail with return receipt requested to the addresses stated below. Notice given by email shall be immediately effective, 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. In addition, copies of notices shall also be provided to the Party's attorney at the addresses indicated below.

If intended for City, to:

City of Seagoville
Attn: City Manager
702 N. Hwy 175
Seagoville, Texas 75159

With a copy to:

Alexis G. Allen
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

If intended for Corporation, to:

Seagoville Economic Development Corporation
Attn: Executive Director
105 N. Kaufman Street
Seagoville, Texas 75159

If intended for Taylor, to:

Charlotte Taylor
2414 Seagoville Road
Seagoville, Texas 75159

14. **Term.** This Exchange Agreement shall be effective on the Effective Date and, except for the provisions of this Exchange Agreement that survive termination, shall terminate on the earliest of:

14(a) the closing date;

14(b) on the date mutually agreed by the Parties;

14(c) on the date this Exchange Agreement is terminated pursuant to the terms herein; and/or,

14(d) on the date this Exchange Agreement is terminated due to the failure to close.

Article III Miscellaneous

15. **Entire Agreement.** This Agreement and the Exhibits hereto contains the entire agreement between City and the Corporation, and there are no other terms, conditions, promises, undertakings, statements or representations, either written or oral or express or implied, concerning the exchange contemplated by this Agreement.

16. **Modifications and Waiver.** This Agreement may be amended only by an instrument in writing signed by the City and the Corporation. This Agreement may be terminated only in accordance with the terms of this Agreement or by an instrument in writing signed by City and the Corporation. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver.

17. **Assignment.** No party may assign its rights under this Agreement without the prior written consent of the other parties.

18. **Time is of the Essence.** Time is of the essence with respect to the performance by the parties of their respective obligations hereunder.

19. **Effective Date.** The Effective Date of this Agreement shall be the date on which the authorized representatives of the parties have signed this Agreement.

20. **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, or holiday, then the end of such period shall be extended to the next business day.

21. **Headings.** Section headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provisions.

22. **Brokers.** The Parties represent that no broker is involved in this Agreement and, to the extent allowed by law, each party indemnifies the others against brokerage or commission claims arising out of the indemnifying party's actions.

23. **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.

24. **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.

25. **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.

26. **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 Closing shall survive.

EXECUTED on this the _____ day of October, 2018.

CITY OF SEAGOVILLE, TEXAS,

By: _____
Dennis K. Childress, Mayor

EXECUTED on this _____ day of October, 2018.

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit Corporation

By: _____
Patrick Stallings, City Manager/EDC Director

City's Acknowledgement

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Dennis K. Childress, being the Mayor of the City of Seagoville, Texas, on behalf of said municipality.

Notary Public, State of Texas

My Commission expires:_____

Corporation's Acknowledgement

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Patrick Stallings, being the City Manager/Director of the Seagoville Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

Notary Public In and For the State of Texas

My Commission expires:_____

Exhibit "A"
Description of Parcel A

BEING a tract or parcel of land situated within Seagoville, of Dallas County, Texas, being part of the Fallon Survey, Abstract No. 489, being the called 2.592 acre tract of land as described in a Warranty Deed from A. Rex Putnam and Lucilla Otis Putnam to Clycerian Byrd Putnam Mitchell as recorded in Volume 137 at Page 1631 of the Deed Records of Dallas County, Texas and being further described as follows:

BEGINNING at a ½ inch iron rod set for a corner at the intersection of the northeast line of Kaufman Street and the southeast line of Hall Street;

THENCE N 48°10'44" E along the southeast line of Hall Street, a distance of 116.39 feet to a ½ inch iron rod set for a corner at the beginning of a curve to the right in the southeast line of said Hall Street, said curve having a central angle of 33°36'23", a radius of 244.52 feet and a chord bearing N 62°46'50" E at a distance of 414.37 feet;

THENCE in the Northeasterly direction along the southeast line of Hall Street and said curve to the right at an arc length of 143.42 feet to a ½ inch iron rod set for a corner;

THENCE S 44°48'00" W (bearing basis) along and leaving a wooden fence a distance of 241.20 feet to a ½ inch iron rod set for a corner on the northeast line of Kaufman Street;

THENCE N 45°12'00" along the northeast line of Kaufman Street, a distance of 354.21 feet returning the Point of Beginning and containing 1.999 gross acreage and 1.935 net acres of land and being known as No. 904 N. Kaufman Street.

Exhibit "B"
Description of Parcel B

Being 5.532 acres of land situated in the Herman Heider Survey, Abstract No. 541, City of Seagoville, Dallas County, Texas, and being part of a called 130.102 acre tract of land described in Deed to Charlotte Lee Taylor, recorded as Instrument No. 20070095728, Deed Records, Dallas County, Texas (DRDCT), and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", found for corner at the most eastern corner of said 130.102 acre tract and being near the center of a gravel road:

THENCE South 45°13'24" West, along a southwest line of said 103.102 acre tract, a distance of 713.17 feet to an angle point thereof;

THENCE South 45°47'02" West along a southeast line of said tract, a distance of 196.08 feet;

THENCE North 45°24'20" West, a distance of 50.01 feet to a 5/8 –inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for corner in the northwest line of a future 50 right-of-way dedication at the **POINT OF BEGINNING** of the herein described tract;

THENCE South 45°47'02" West along the northwest line of said dedication, a distance of 520.01 feet, to a point for corner in the centerline of future East Farmers Road (a proposed 100' right-of-way), from which a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for reference bears North 45°47'02" East, a distance of 50.01 feet;

THENCE North 45°24'20" West along the centerline of said proposed right-of-way, a distance of 463.50 feet, to a point for corner;

THENCE North 45°47'02" East, at 50.01 feet passing a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for reference, and continuing for a total distance of 520.01 feet, to a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for corner;

THENCE South 45°24'20" East, a distance of 463.50 feet, to the **POINT OF BEGINNING** and containing 240,973 square feet, or 5.532 acres of land.

Exhibit “C”

Restriction Agreement

**Exhibit “D”
Corporation’s Exchange Agreement**

EXHIBIT E
OWNER'S EXCHANGE AGREEMENT

WHEREAS, the City has obtained an appraisal of the two properties, and has determined that the value of Parcel B is equal to or exceeds the value of Parcel A, taking into consideration the time and effort it would take for the City to find an alternative location for the new fire station;

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

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

“City” shall mean the City of Seagoville, Dallas County, Texas.

“City’s Exchange Agreement” shall mean the Agreement by and between the City and the Corporation relating to the conveyance of Parcel A from the City to the Corporation, substantially in the form attached hereto as Exhibit D and incorporated herein by reference.

“Closing Date” shall mean thirty (30) days after the Effective Date or other date mutually agreed to by the parties in writing.

“Corporation” shall mean the Seagoville Economic Development Corporation.

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

“Owner” shall mean Charlotte Lee Taylor.

“Owner Exchange Agreement” shall mean the Agreement by and between the Owner and the City, relating to the conveyance of Parcel B from the Owner to the City, substantially in the form attached hereto as Exhibit E and incorporated herein by reference.

“Parcel A” shall mean the approximate 1.99 acre tract described in the attached Exhibit A.

“Parcel B” shall mean the approximate 5 acres of real property legally described in the attached Exhibit B.

“Restriction Agreement” shall mean the Restriction Agreement by and between City and Owner, substantially in the form set forth as Exhibit C, attached hereto.

“Title Company” shall mean Ranger Title Company, located at 1023 W. US Highway 175, Crandall, Texas 75114.

Article II Exchange

1. Title, Survey, and Environmental Reports.

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

(i) a current commitment for an Owner's Policy of Title Insurance for the Property from the Title Company, 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 the Corporation or the City may have in its possession with respect to the Property; and

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

(b) The Corporation shall, not later than fifteen (15) days after the Effective Date, and at the City's expense, obtain a survey of the Property and deliver same to the Owner. "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Property, prepared by a Texas Registered Property Land Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors required for obtaining deletion of the survey exception in the Title Policy.

(c) Owner shall, not later than five (5) days after Owner's receipt of the last of the Survey and Title Commitment, notify the Corporation and Title Company of any objections to the Survey or Title Commitment. If there are objections by Owner, the Corporation shall in good faith attempt to satisfy them prior to Closing, but the Corporation shall not be required to incur any cost to do so. If the Corporation delivers written notice to Owner not later than the ten (10) calendar day after the Corporation's receipt of Owner's objections that the City and/or the Corporation is unable to satisfy such objections, the Owner may either waive such objections and accept title as the Corporation is able to convey or terminate this Agreement by written notice to the Corporation, the City, and the Title Company prior to the expiration of the Inspection Period.

2(a). **Inspection Period.** During the Inspection Period, the Owner and its agents or employees shall have the right to enter upon Parcel A, to conduct such inspections, tests and studies as she may deem reasonable and necessary.

2(b) The Owner may enter Parcel A to conduct an inspection, but shall be solely responsible for any damages caused thereby. **Owner shall repair any damage to Parcel A caused by Owner, its employees, agents or invitees, and shall hold the City and the**

Corporation harmless from and against any and all claims, liabilities or damages to Parcel A or against the City or Corporation caused by the intentional or negligent acts or omissions of the Owner or any of the Owner's Parties during the Inspection Period or as a result of any inspection of the Parcel A by such parties; provided, that the City and/or Corporation shall not be required to hold the Owner harmless for the Owner's discovery of any violations of any applicable law, statute, rule, regulation, code or ordinance during such inspection, or discovery of any preexisting conditions present at Parcel A.

2(c) In the event of any termination of this Agreement by any Party, the Owner shall restore Parcel A to substantially the same condition which existed on the Effective Date to the extent any changes to the condition of Parcel A were made by the Owner.

2(d) The provisions of this Section 2 shall expressly survive any termination of this Exchange Agreement or any Closing.

3. **Closing Deliverables.**

3(a) At the Closing of the Exchange, the Owner shall deliver:

3(a)(i) a Special Warranty Deed, in form and substance reasonably acceptable to the Owner, Corporation and the City, conveying good and indefeasible title of Parcel B from the Owner to the City free and clear of any and all encumbrances except the Permitted Exceptions;

3(a)(ii) such other documents as may be reasonably required by Title Company to close the contemplated transaction;

3(a)(iii) such other documents, signed by the Owner, the City, and/or the Corporation as may be required by this Exchange Agreement as a condition of Closing, including the executed Restriction Agreement (see, the attached Exhibit C); and,

3(a)(iv) possession of Parcel B, free of parties in possession.

3(b) At the Closing of the Exchange, the City shall deliver:

3(b) (i) a Special Warranty Deed, in form and substance reasonably acceptable to the Owner, Corporation and the City, conveying good and indefeasible title of Parcel A from the City to the Corporation, free and clear of any and all encumbrances except the Permitted Exceptions;

3(b) (ii) such other documents as may be reasonably required by Title Company to close the contemplated transaction; and

3(b) (iii) such other documents, signed by the Owner, the City, and/or the Corporation as may be required by this Exchange Agreement;

3(c) At the Closing of the Exchange, the Corporation shall deliver:

3(c) (i) a Special Warranty Deed, in form and substance reasonably acceptable to the Owner, Corporation and the City, conveying good and indefeasible title of Parcel A from the Corporation to the Owner, free and clear of any and all encumbrances except the Permitted Exceptions;

3(c) (ii) such other documents as may be reasonably required by Title Company to close the contemplated transaction; and

3(c) (iii) such other documents, signed by the Owner, the City, and/or the Corporation as may be required by this Exchange Agreement as a condition of Closing, including the executed Restriction Agreement (see, the attached Exhibit C).

4. **Taxes.** The Parties understand and acknowledge that Parcel A is presently exempt from the assessment of ad valorem taxes, which status may change upon conveyance of Parcel A to Corporation or Owner. Neither the City nor the Corporation shall be responsible for payment of property taxes assessed against the Property for periods after the date of Closing, if any become due and payable. Taxes for the current year will be prorated through the Closing Date.

5. **Closing Date and Costs.** It is the intent of all Parties that the Closing of the Exchange of Parcel A and Parcel B shall occur concurrently, on the Closing Date at such time/place as may be agreed in writing by the Parties. The City hereby agrees to pay and be responsible for all closing costs related to the conveyance of Parcel A to Corporation, and from the Corporation to the Owner, pursuant to this Agreement. It is the agreement of all Parties that at no time shall the Corporation, nor the Owner, be responsible for any closing costs pursuant to this Exchange Agreement.

6. **Required Use; Permitted Exceptions.**

(a) Upon conveyance, Parcel A shall be used by the Owner in accordance with the Restriction Agreement, attached hereto and incorporated herein as Exhibit C.

(b) Those matters constituting Permitted Exceptions pursuant to the Owner Exchange Agreement and the City Exchange Agreement shall constitute Permitted Exceptions pursuant to this Agreement. In addition, the Restriction Agreement shall be deemed to be a Permitted Exception.

7. **Property Conveyed As Is.**

(a) The Parties hereby acknowledge and agree that the exchange of the Parcels 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 Owner that Parcel A 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). The occurrence of Closing shall constitute an acknowledgment by

the City that Parcel B 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, the City and the Corporation hereby specifically negates and disclaims any representations, warranties or guaranties 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 Parcel A, including without limitation (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which the Owner 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, 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 and electric 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.

(c) Owner agrees that prior to the expiration of the Inspection Period she will have the opportunity to examine and investigate Parcel A and that, in agreeing to the conveyance and exchange, Owner will rely solely upon her independent examination, study, inspection and knowledge of the Property, and Owner is relying solely upon her 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 Owner'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 Corporation or City.

(d) The provisions of this Section 7 shall survive the termination of this Agreement and the Closing.

8. **Compliance with Tex. Loc. Govt. Code §272.001.** The Parties understand and acknowledge that City is conveying Parcel A to the Corporation in Corporation's capacity as an independent foundation pursuant to Tex. Loc. Gov't Code §272.001 without conducting an auction or soliciting competitive bids, but subject to the requirement that the Property be developed in accordance with the Restriction Agreement. Corporation agrees that exchange of Parcel A to the Owner shall be conditioned upon the conveyance of Parcel B to the City, and shall be subject to the Restriction Agreement, which Owner must sign at Closing and which shall be recorded along with the Special Warranty Deed.

9. **Conditions of Closing.** Closing on this Agreement is expressly conditioned on and subject to the following:

(a) The closing of the conveyance of Parcel A by the City to the Corporation concurrently with the Closing of this Agreement.

(b) Owner and Corporation signing, acknowledging and delivering to Title Company for recording at Closing the Restriction Agreement.

(c) The closing of the exchange of Parcel B by Owner to the City, concurrently with the Closing of this Agreement.

10. **Remedies.** If a party hereto defaults, the non-defaulting party's sole remedy shall be to terminate this Agreement by providing written notice to the defaulting party.

11. **No Reservation of Minerals.** The conveyance of Parcel A from the City to the Corporation to the Owner, and of Parcel B from the Owner to the City, shall include conveyance of all rights held by the granting party.

12. **Additional Reservations.** In addition to the reservations of oil, gas, and mineral interests set forth above, City has reserved for itself and its successors and assigns and the public such easements and rights-of-way shown on the survey of Parcel A, which shall constitute Permitted Exceptions at Closing to the extent they affect Parcel A.

13. **Notices.** Notices must be in writing and may be emailed, hand delivered and/or mailed by certified mail with return receipt requested to the addresses stated below. Notice given by email shall be immediately effective, 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. In addition, copies of notices shall also be provided to the Party's attorney at the addresses indicated below.

If intended for City, to:

City of Seagoville
Attn: City Manager
702 N. Hwy 175
Seagoville, Texas 75159

With a copy to:

Alexis G. Allen
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

If intended for Owner, to:

Charlotte Taylor
2414 Seagoville Road
Seagoville, Texas 75159

14. **Term.** This Exchange Agreement shall be effective on the Effective Date and, except for the provisions of this Exchange Agreement that survive termination, shall terminate on the earliest of:

14(a) the closing date;

14(b) on the date mutually agreed by the Parties;

14(c) on the date this Exchange Agreement is terminated pursuant to the terms herein; and/or,

14(d) on the date this Exchange Agreement is terminated due to the failure to close.

Article III Miscellaneous

15. **Entire Agreement.** This Agreement and the Exhibits hereto contains the entire agreement between City, Corporation, and Owner and there are no other terms, conditions, promises, undertakings, statements or representations, either written or oral or express or implied, concerning the exchange contemplated by this Agreement.

16. **Modifications and Waiver.** This Agreement may be amended only by an instrument in writing signed by the Corporation and Owner. This Agreement may be terminated only in accordance with the terms of this Agreement or by an instrument in writing signed by the Corporation and Owner. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver.

17. **Assignment.** No party may assign its rights under this Agreement without the prior written consent of the other parties.

18. **Time is of the Essence.** Time is of the essence with respect to the performance by the parties of their respective obligations hereunder.

19. **Effective Date.** The Effective Date of this Agreement shall be the date on which the authorized representatives of the parties have signed this Agreement.

20. **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, or holiday, then the end of such period shall be extended to the next business day.

21. **Headings.** Section headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provisions.

22. **Brokers.** The Parties represent that no broker is involved in this Agreement and, to the extent allowed by law, each party indemnifies the others against brokerage or commission claims arising out of the indemnifying party's actions.

23. **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.

24. **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.

25. **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.

26. **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 Closing shall survive.

(Signature Page to Follow)

EXECUTED on this the _____ day of October, 2018.

**SEAGOVILLE ECONOMIC DEVELOPMENT
CORPORATION, a Texas non-profit Corporation**

By: _____
Patrick Stallings, City Manager/EDC Director

EXECUTED on this _____ day of October, 2018.

OWNER

By: _____
Charlotte Lee Taylor, Owner

SEDC's Acknowledgement

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2018, by Patrick Stallings, being the City Manager/Director of the Seagoville Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

Notary Public In and For the State of Texas

My Commission expires:_____

Owner's Acknowledgement

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 2018, by Charlotte Lee Taylor.

Notary Public In and For the State of Texas

My Commission expires:_____

Exhibit "A"
Description of Parcel A

BEING a tract or parcel of land situated within Seagoville, of Dallas County, Texas, being part of the Fallon Survey, Abstract No. 489, being the called 2.592 acre tract of land as described in a Warranty Deed from A. Rex Putnam and Lucilla Otis Putnam to Clycerian Byrd Putnam Mitchell as recorded in Volume 137 at Page 1631 of the Deed Records of Dallas County, Texas and being further described as follows:

BEGINNING at a ½ inch iron rod set for a corner at the intersection of the northeast line of Kaufman Street and the southeast line of Hall Street;

THENCE N 48°10'44" E along the southeast line of Hall Street, a distance of 116.39 feet to a ½ inch iron rod set for a corner at the beginning of a curve to the right in the southeast line of said Hall Street, said curve having a central angle of 33°36'23", a radius of 244.52 feet and a chord bearing N 62°46'50" E at a distance of 414.37 feet;

THENCE in the Northeasterly direction along the southeast line of Hall Street and said curve to the right at an arc length of 143.42 feet to a ½ inch iron rod set for a corner;

THENCE S 44°48'00" W (bearing basis) along and leaving a wooden fence a distance of 241.20 feet to a ½ inch iron rod set for a corner on the northeast line of Kaufman Street;

THENCE N 45°12'00" along the northeast line of Kaufman Street, a distance of 354.21 feet returning the Point of Beginning and containing 1.999 gross acreage and 1.935 net acres of land and being known as No. 904 N. Kaufman Street.

Exhibit "B"
Description of Parcel B

Being 5.532 acres of land situated in the Herman Heider Survey, Abstract No. 541, City of Seagoville, Dallas County, Texas, and being part of a called 130.102 acre tract of land described in Deed to Charlotte Lee Taylor, recorded as Instrument No. 20070095728, Deed Records, Dallas County, Texas (DRDCT), and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", found for corner at the most eastern corner of said 130.102 acre tract and being near the center of a gravel road:

THENCE South 45°13'24" West, along a southwest line of said 103.102 acre tract, a distance of 713.17 feet to an angle point thereof;

THENCE South 45°47'02" West along a southeast line of said tract, a distance of 196.08 feet;

THENCE North 45°24'20" West, a distance of 50.01 feet to a 5/8 –inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for corner in the northwest line of a future 50 right-of-way dedication at the **POINT OF BEGINNING** of the herein described tract;

THENCE South 45°47'02" West along the northwest line of said dedication, a distance of 520.01 feet, to a point for corner in the centerline of future East Farmers Road (a proposed 100' right-of-way), from which a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for reference bears North 45°47'02" East, a distance of 50.01 feet;

THENCE North 45°24'20" West along the centerline of said proposed right-of-way, a distance of 463.50 feet, to a point for corner;

THENCE North 45°47'02" East, at 50.01 feet passing a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for reference, and continuing for a total distance of 520.01 feet, to a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for corner;

THENCE South 45°24'20" East, a distance of 463.50 feet, to the **POINT OF BEGINNING** and containing 240,973 square feet, or 5.532 acres of land.

**Exhibit “C”
Restriction Agreement**

**Exhibit “D”
City’s Exchange Agreement**

EXHIBIT E
OWNER'S EXCHANGE AGREEMENT

Article I Definitions

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

“City” shall mean the City of Seagoville, Dallas County, Texas.

“City’s Exchange Agreement” shall mean that Agreement, attached hereto as Exhibit E, by and between the City of Seagoville and the Seagoville Economic Development Agreement, relating to the conveyance of Parcel A from the City to the Corporation, for development in accordance with the Restriction Agreement.

“Closing Date” shall mean thirty (30) days after the Effective Date or other date mutually agreed to by the parties in writing.

“Corporation” shall mean the Seagoville Economic Development Corporation.

“Corporation’s Exchange Agreement” shall mean that Agreement, attached hereto as Exhibit D, by and between the Corporation and Charlotte Lee Taylor, relating to the conveyance of Parcel A from the Corporation to Taylor, for development in accordance with the Restriction Agreement.

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

“Parcel A” shall mean the approximate 1.99 acre tract described in the attached Exhibit A.

“Parcel B” shall mean the approximate 5 acres of real property legally described in the attached Exhibit B.

“Restriction Agreement” shall mean the Restriction Agreement by and between City and Owner, substantially in the form set forth as Exhibit C, attached hereto.

“Title Company” shall mean Ranger Title Company, located at 1023 W. US Highway 175, Crandall, Texas 75114.

Article II Exchange

1. Title, Survey, and Environmental Reports.

(a) Not later than ten (10) days after the Effective Date, the Owner shall, at her sole expense, deliver to the City:

(i) a current commitment for an Owner’s Policy of Title Insurance for Parcel B, hereinafter referred to as “the Property”, from the Title Company, 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 the Corporation or the City may have in its possession with respect to the Property; and
- (iv) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years.

(b) The Owner shall, not later than fifteen (15) days after the Effective Date, and at the Owner's expense, obtain a survey of the Property and deliver same to the City. "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Property, prepared by a Texas Registered Property Land Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors required for obtaining deletion of the survey exception in the Title Policy.

(c) The City shall, not later than five (5) days after the City's receipt of the last of the Survey and Title Commitment, notify the Owner and Title Company of any objections to the Survey or Title Commitment. If there are objections by the City, the Owner shall in good faith attempt to satisfy them prior to Closing, but the Owner shall not be required to incur any cost to do so. If the Owner delivers written notice to the City not later than the ten (10) calendar day after the Owner's receipt of City's objections that the Owner is unable to satisfy such objections, the City may either waive such objections and accept title as the Owner is able to convey or terminate this Agreement by written notice to the Owner, the Corporation and the Title Company prior to the expiration of the Inspection Period.

2(a). **Inspection Period.** During the Inspection Period, the City and its agents or employees shall have the right to enter upon Parcel B and conduct such inspections, tests and studies as they may deem reasonable and necessary.

2(b) The City may enter Parcel B to conduct its inspection, but shall be solely responsible for any damages caused thereby. **The City shall repair any damage to Parcel B caused by the City, its employees, agents or invitees, and shall hold the Owner harmless from and against any and all claims, liabilities or damages to Parcel B or against the Owner caused by the intentional or negligent acts or omissions of the City or any of the City's Parties during the Inspection Period or as a result of any inspection of the Parcel B by such parties; provided, that the Owner shall not be required to hold the City harmless for the City's discovery of any violations of any applicable law, statute, rule, regulation, code or ordinance during such inspection, or discovery of any preexisting conditions present at Parcel B.**

2(c) In the event of any termination of this Agreement by any Party, the City shall restore Parcel B to substantially the same condition which existed on the Effective Date to the extent any changes to the condition of Parcel B were made by the City.

2(d) The provisions of this Section 2 shall expressly survive any termination of this Exchange Agreement or any Closing.

3. **Closing Deliverables.**

3(a) At the Closing of the Exchange, the Owner shall deliver:

3(a)(i) a Special Warranty Deed, in form and substance reasonably acceptable to the City, conveying good and indefeasible title of Parcel B from the Owner to the City free and clear of any and all encumbrances except the Permitted Exceptions;

3(a)(ii) such other documents as may be reasonably required by Title Company to close the contemplated transaction;

3(a)(iii) such other documents, signed by the Owner, the City, and/or the Corporation as may be required by this Exchange Agreement as a condition of Closing, including the executed Restriction Agreement (see, the attached Exhibit C); and,

3(a)(iv) possession of Parcel B, free of parties in possession.

3(b) At the Closing of the Exchange, the City shall deliver to the Corporation:

3(b) (i) a Special Warranty Deed, in form and substance reasonably acceptable to the Corporation, conveying good and indefeasible title of Parcel A from the City to the Corporation, free and clear of any and all encumbrances except the Permitted Exceptions;

3(b) (ii) such other documents as may be reasonably required by Title Company to close the contemplated transaction; and

3(b) (iii) such other documents, signed by the Owner, the City, and/or the Corporation as may be required by this Exchange Agreement;

3(c) At the Closing of the Exchange, the Corporation shall deliver:

3(c) (i) a Special Warranty Deed, in form and substance reasonably acceptable to Owner, conveying good and indefeasible title of Parcel A from the Corporation to the Owner, free and clear of any and all encumbrances except the Permitted Exceptions;

3(c) (ii) such other documents as may be reasonably required by Title Company to close the contemplated transaction; and

3(c) (iii) such other documents, signed by the Owner, the City, and/or the Corporation as may be required by this Exchange Agreement as a condition of Closing, including the executed Restriction Agreement (see, the attached Exhibit C).

4. **Taxes.** The Parties understand and acknowledge that the City shall not be responsible for payment of property taxes assessed against the Property any period prior to the date of Closing. Taxes for the current year will be prorated through the Closing Date and shall be paid by the Owner at Closing.

5. **Closing Date and Costs.** It is the intent of all Parties that the Closing of the Exchange of Parcel A and Parcel B shall occur concurrently, on the Closing Date at such time/place as may be agreed in writing by the Parties. The City hereby agrees to pay and be responsible for all closing costs related to the conveyance of Parcel B to the City, and for all closing costs related to the conveyance of Parcel A from the City to the Corporation, and from the Corporation to the Owner. It is expressly agreed that neither the Corporation nor the Owner shall not be responsible for payment of any closing costs pursuant to this Exchange Agreement.

6. **Permitted Exceptions.** Those matters constituting Permitted Exceptions pursuant to the City Exchange Agreement and the Corporation Exchange Agreement shall constitute Permitted Exceptions pursuant to this Agreement. In addition, the Restriction Agreement shall be deemed to be a Permitted Exception.

7. **Property Conveyed As Is.**

(a) The Parties hereby acknowledge and agree that the exchange of the Parcel 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 the City that Parcel B 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, the Owner hereby specifically negates and disclaims any representations, warranties or guaranties 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 Parcel B, including without limitation (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which the City 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, 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 and electric 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.

(c) The Owner agrees that prior to the expiration of the Inspection Period the City will have the opportunity to examine and investigate Parcel B and that, in agreeing to the conveyance and exchange, the City will rely solely upon its independent examination, study, inspection and knowledge of the Property, and the City 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 the City'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 Owner.

(d) The provisions of this Section 7 shall survive the termination of this Agreement and the Closing.

8. **Compliance with Tex. Loc. Govt. Code §272.001.** The Parties understand and acknowledge that City is conveying Parcel A to the Corporation in Corporation's capacity as an independent foundation pursuant to Tex. Loc. Gov't Code §272.001 without conducting an auction or soliciting competitive bids, but subject to the requirement that the Property be developed in accordance with the Restriction Agreement. Corporation agrees that exchange of Parcel A to the Owner shall be conditioned upon the conveyance of Parcel B from the Owner to the City, and shall be subject to the Restriction Agreement, which the Owner must sign at Closing and which shall be recorded along with the Special Warranty Deed.

9. **Conditions of Closing.** Closing on this Agreement is expressly conditioned on and subject to the following:

(a) The closing of the conveyance of Parcel A by the City to the Corporation concurrently with the Closing of this Agreement.

(b) The City, the Owner and Corporation signing, acknowledging and delivering to Title Company for recording at Closing the Restriction Agreement.

(c) The closing of the exchange of Parcel A by the Corporation to the Owner, concurrently with the Closing of this Agreement.

10. **Remedies.** If a party hereto defaults, the non-defaulting party's sole remedy shall be to terminate this Agreement by providing written notice to the defaulting party.

11. **No Reservation of Minerals.** The Owner agrees that all oil, gas and other minerals owned by Owner located in and under and that may be produced from Parcel B, to the extent not reserved by prior grantors, shall be conveyed to the City under this Agreement.

12. **Notices.** Notices must be in writing and may be emailed, hand delivered and/or mailed by certified mail with return receipt requested to the addresses stated below. Notice given by email shall be immediately effective, 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. In addition, copies of notices shall also be provided to the Party's attorney at the addresses indicated below.

If intended for City, to:

City of Seagoville
Attn: City Manager
702 N. Hwy 175
Seagoville, Texas 75159

With a copy to:

Alexis G. Allen
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

If intended for Corporation, to:

Seagoville Economic Development Corporation
Attn: Executive Director
105 N. Kaufman Street
Seagoville, Texas 75159

If intended for the Owner, to:

Charlotte Taylor
2414 Seagoville Road
Seagoville, Texas 75159

13. **Term.** This Exchange Agreement shall be effective on the Effective Date and, except for the provisions of this Exchange Agreement that survive termination, shall terminate on the earliest of:

13(a) the closing date;

13(b) on the date mutually agreed by the Parties;

13(c) on the date this Exchange Agreement is terminated pursuant to the terms herein; and/or,

13(d) on the date this Exchange Agreement is terminated due to the failure to close.

Article III Miscellaneous

14. **Entire Agreement.** This Agreement and the Exhibits hereto contains the entire agreement between City and the Owner, and there are no other terms, conditions, promises, undertakings, statements or representations, either written or oral or express or implied, concerning the exchange contemplated by this Agreement.

15. **Modifications and Waiver.** This Agreement may be amended only by an instrument in writing signed by the City and the Owner. This Agreement may be terminated only in accordance with the terms of this Agreement or by an instrument in writing signed by City and the Owner. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver.

16. **Assignment.** No party may assign its rights under this Agreement without the prior written consent of the other parties.

17. **Time is of the Essence.** Time is of the essence with respect to the performance by the parties of their respective obligations hereunder.

18. **Effective Date.** The Effective Date of this Agreement shall be the date on which the authorized representatives of the parties have signed this Agreement.

19. **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, or holiday, then the end of such period shall be extended to the next business day.

20. **Headings.** Section headings are for convenience of reference only and do not modify or restrict any provisions hereof and shall not be used to construe any provisions.

21. **Brokers.** The Parties represent that no broker is involved in this Agreement and, to the extent allowed by law, each party indemnifies the others against brokerage or commission claims arising out of the indemnifying party's actions.

22. **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.

23. **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.

24. **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.

25. **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 Closing shall survive.

EXECUTED on this the _____ day of October, 2018.

CITY OF SEAGOVILLE, TEXAS,

By: _____
Dennis K. Childress, Mayor

EXECUTED on this _____ day of October, 2018.

CHARLOTTE LEE TAYLOR

By: _____

City's Acknowledgement

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Dennis K. Childress, being the Mayor of the City of Seagoville, Texas, on behalf of said municipality.

Notary Public, State of Texas

My Commission expires:_____

Owner's Acknowledgement

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Charlotte Lee Taylor.

Notary Public In and For the State of Texas

My Commission expires:_____

Exhibit "A"
Description of Parcel A

BEING a tract or parcel of land situated within Seagoville, of Dallas County, Texas, being part of the Fallon Survey, Abstract No. 489, being the called 2.592 acre tract of land as described in a Warranty Deed from A. Rex Putnam and Lucilla Otis Putnam to Clycerian Byrd Putnam Mitchell as recorded in Volume 137 at Page 1631 of the Deed Records of Dallas County, Texas and being further described as follows:

BEGINNING at a ½ inch iron rod set for a corner at the intersection of the northeast line of Kaufman Street and the southeast line of Hall Street;

THENCE N 48°10'44" E along the southeast line of Hall Street, a distance of 116.39 feet to a ½ inch iron rod set for a corner at the beginning of a curve to the right in the southeast line of said Hall Street, said curve having a central angle of 33°36'23", a radius of 244.52 feet and a chord bearing N 62°46'50" E at a distance of 414.37 feet;

THENCE in the Northeasterly direction along the southeast line of Hall Street and said curve to the right at an arc length of 143.42 feet to a ½ inch iron rod set for a corner;

THENCE S 44°48'00" W (bearing basis) along and leaving a wooden fence a distance of 241.20 feet to a ½ inch iron rod set for a corner on the northeast line of Kaufman Street;

THENCE N 45°12'00" along the northeast line of Kaufman Street, a distance of 354.21 feet returning the Point of Beginning and containing 1.999 gross acreage and 1.935 net acres of land and being known as No. 904 N. Kaufman Street.

Exhibit "B"
Description of Parcel B

Being 5.532 acres of land situated in the Herman Heider Survey, Abstract No. 541, City of Seagoville, Dallas County, Texas, and being part of a called 130.102 acre tract of land described in Deed to Charlotte Lee Taylor, recorded as Instrument No. 20070095728, Deed Records, Dallas County, Texas (DRDCT), and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", found for corner at the most eastern corner of said 130.102 acre tract and being near the center of a gravel road:

THENCE South 45°13'24" West, along a southwest line of said 103.102 acre tract, a distance of 713.17 feet to an angle point thereof;

THENCE South 45°47'02" West along a southeast line of said tract, a distance of 196.08 feet;

THENCE North 45°24'20" West, a distance of 50.01 feet to a 5/8 –inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for corner in the northwest line of a future 50 right-of-way dedication at the **POINT OF BEGINNING** of the herein described tract;

THENCE South 45°47'02" West along the northwest line of said dedication, a distance of 520.01 feet, to a point for corner in the centerline of future East Farmers Road (a proposed 100' right-of-way), from which a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for reference bears North 45°47'02" East, a distance of 50.01 feet;

THENCE North 45°24'20" West along the centerline of said proposed right-of-way, a distance of 463.50 feet, to a point for corner;

THENCE North 45°47'02" East, at 50.01 feet passing a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for reference, and continuing for a total distance of 520.01 feet, to a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS3963", set for corner;

THENCE South 45°24'20" East, a distance of 463.50 feet, to the **POINT OF BEGINNING** and containing 240,973 square feet, or 5.532 acres of land.

Exhibit “C”

Restriction Agreement

**Exhibit “D”
Corporation’s Exchange Agreement**

EXHIBIT E
OWNER'S EXCHANGE AGREEMENT

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**
COUNTY OF DALLAS §

This **RESTRICTION AGREEMENT** ("Agreement") is made and entered into as of the Effective Date by and between the City of Seagoville, a Texas home-rule municipality ("City"), and Charlotte Lee Taylor (the "Owner").

RECITALS

WHEREAS, as of the Effective Date, pursuant to the Exchange Agreement, Owner has acquired the Property from the Seagoville Economic Development Corporation ("the SEDC"); and

WHEREAS, prior to or concurrent with the exchange of the Property to Owner, SEDC acquired the Property from the City pursuant to that certain Exchange Agreement, between the City and SEDC ("the City Exchange Agreement") without City seeking sealed bids or conducting an auction prior to the conveyance of the Property to SEDC pursuant to the statutory exception to such requirements set forth in Texas Local Government Code §272.001(b)(4); and

WHEREAS, as a condition of the conveyance of the Property from the City to the SEDC and pursuant to Texas Local Government Code §272.001(b)(4), the City Exchange Agreement requires that SEDC have the Property developed by the Owner consistent with the Required Use; and

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

WHEREAS, as a condition to and in consideration of the SEDC's conveyance of the Property to Owner, Owner has agreed to develop the Property in accordance with this Restriction Agreement; and

WHEREAS, Owner agrees that the Property shall not be used for any purpose not permitted in accordance this Restriction Agreement, 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, City and Owner hereby agree as follows:

**Article I
Property Subject to Declaration**

The Property shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Owner and any subsequent owners of all or any part of the Property, subject to the terms of this Restriction Agreement.

**Article II
Definitions**

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

“City” shall mean the City of Seagoville, a Texas a home rule municipality located in the County of Dallas, State of Texas.

“City Exchange Agreement” shall mean that certain Exchange Agreement, as amended or assigned, by and between the City and the SEDC, effective _____.

“City Manager” shall mean the City Manager of the City.

“Corporation Exchange Agreement” shall mean that certain Exchange Agreement, as amended or assigned, by and between SEDC and Owner, effective _____.

“Development Regulations” mean the City of Seagoville’s subdivision ordinances and regulations, as amended, Seagoville’s Comprehensive Zoning Ordinance, as amended, and such other ordinances and regulations enacted by the City of Seagoville relating to the use and development of the Property as of the Effective Date and as thereafter amended.

“Effective Date” shall mean the date this Agreement is signed by all parties hereto.

“Owner” shall mean Charlotte Lee Taylor

“Property” shall mean an approximately 1.99 acre tract of land out of Tract 26, R.D. Fallon Abstract 489, Page 781, ACS 1.83, City of Seagoville, Dallas County, Texas, and more particularly described by metes and bounds attached hereto as Exhibit “A” and incorporated herein by reference.

“Required Use” shall mean the development and use of the Property for use by a non-profit entity, dedicated to providing services to benefit the public at large, or such other purposes as otherwise allowed pursuant to the Development Regulations.

“SEDC” shall mean the Seagoville Economic Development Corporation, a Texas non-profit corporation created pursuant to Ch. 505, Texas Local Government Code, as amended.

Article III Restrictions

3.1 **Use of Property.** No portion of the Property shall be utilized for any use other than the Required Use. No building shall be constructed, reconstructed, erected, altered, or placed on any portion of the Property other than structures that will be used in conformance with the Required Use. Use of said Property for the Required Use shall commence not later than two (2) years after the Effective Date of this Agreement.

3.2 **Term of Restrictions.** The restrictions set forth in Section 3.1, above, shall commence on the Effective Date and continue thereafter until the expiration of five (5) years.

Article IV Miscellaneous

4.1 **Enforcement.** The City 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 3.1, above, enforcement of the provisions set forth in Section 3.1 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 from exercising its legislative duties and powers insofar as the Property is concerned, nor does this Agreement obligate the Council to approve any zoning or land use requests sought by the Owner in furtherance of this Agreement.** For further remedy, the Owner, for herself, her successors, and assigns agrees that the City of Seagoville 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 this Agreement. The rights of the City of Seagoville 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.

4.2 **Amendment.** No amendment or any termination of this Restriction Agreement shall be effective unless and until approved by the Owner and the City of Seagoville (as evidenced by a resolution of the City Council executed by the Mayor and recorded in the Official Public Records in the office of the Dallas County Clerk); provided, however, the City of Seagoville may, without the consent of the Owner, terminate and release the restrictions set forth in Section 3.1.

4.3 **Notices.** Notices must be in writing and may be emailed, hand delivered and/or mailed by certified mail with return receipt requested to the addresses stated below. Notice given by email shall be immediately effective, 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. In addition, copies of notices shall also be provided to the Party's attorney at the addresses indicated below.

If intended for City, to:

City of Seagoville
Attn: City Manager
702 N. Hwy 175
Seagoville, Texas 75159

With a copy to:

Alexis G. Allen
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
500 North Akard, Suite 1800
Dallas, Texas 75201

If intended for Owner:

Charlotte Taylor
2414 Seagoville Road
Seagoville, Texas 75159

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.

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

4.5 **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 of the State of Texas. Venue for any action shall be in Dallas County, Texas.

4.6 **Recording.** The Parties agree that the City of Seagoville may record this Restriction Agreement in the Official Public Records in the office of the Dallas County Clerk.

4.7 **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 as well as to carry out compliance with Tex. Loc. Govt. Code §272.001(a)(4), as amended, and, consequently, shall run with the Property and be binding on the Owner and all Parties having all right, title, or interest in the Property, in whole or in part, and their heirs, successors and assigns. These covenants, conditions and restrictions shall be for the benefit of the City of Seagoville, Texas. This Restriction Agreement is binding upon the Owner 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 the City of Seagoville and its 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 the Owner hereunder.

4.8 **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.

4.9 **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and no statement, promise, representation or modification hereof by any person, if any, and whether oral or written, shall be binding upon any Party.

4.10 **Counterparts**. This Agreement may be executed by the Parties 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.

(signatures on following pages)

SIGNED AND AGREED on this ____ day of October, 2018.

**City of Seagoville, Texas,
a Texas home rule municipality**

By: _____
Pat Stallings, City Manager

City's Acknowledgment

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

Acknowledged before me, the undersigned authority, this _____ day of _____, 2018,
by Pat Stallings, City Manager for the City of Seagoville, Texas, a Texas home rule municipality,
on behalf of such municipality.

Notary Public, State of Texas

My Commission expires: _____

SIGNED AND AGREED on this _____ day of October, 2018.

By: _____
Charlotte Lee Taylor, Owner

Owner'ss Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of August, 2018, by _____.

Notary Public, State of Texas

My Commission expires: _____

**Exhibit "A" to Restriction Agreement
Description of Property**

BEING a tract or parcel of land situated within Seagoville, of Dallas County, Texas, being part of the Fallon Survey, Abstract No. 489, being the called 2.592 acre tract of land as described in a Warranty Deed from A. Rex Putnam and Lucilla Otis Putnam to Clycerian Byrd Putnam Mitchell as recorded in Volume 137 at Page 1631 of the Deed Records of Dallas County, Texas and being further described as follows:

BEGINNING at a ½ inch iron rod set for a corner at the intersection of the northeast line of Kaufman Street and the southeast line of Hall Street;

THENCE N 48°10'44" E along the southeast line of Hall Street, a distance of 116.39 feet to a ½ inch iron rod set for a corner at the beginning of a curve to the right in the southeast line of said Hall Street, said curve having a central angle of 33°36'23", a radius of 244.52 feet and a chord bearing N 62°46'50" E at a distance of 414.37 feet;

THENCE in the Northeasterly direction along the southeast line of Hall Street and said curve to the right at an arc length of 143.42 feet to a ½ inch iron rod set for a corner;

THENCE S 44°48'00" W (bearing basis) along and leaving a wooden fence a distance of 241.20 feet to a ½ inch iron rod set for a corner on the northeast line of Kaufman Street;

THENCE N 45°12'00" along the northeast line of Kaufman Street, a distance of 354.21 feet returning the Point of Beginning and containing 1.999 gross acreage and 1.935 net acres of land and being known as No. 904 N. Kaufman Street.

Consent Session Agenda Item: 5

Meeting Date: October 15, 2018

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for October 1, 2018.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for October 1, 2018.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

October 1, 2018 City Council Regular Session Meeting minutes



**MINUTES OF CITY COUNCIL
REGULAR SESSION
OCTOBER 1, 2018**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 6:00 p.m. on Monday, October 1, 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	Arrived 6:10 p.m.

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, Water Utilities Director Phil DeChant, City Attorney Alexis Allen, Finance Director Patrick Harvey, 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 asked Director of Administrative Services Brown to announce the upcoming events. Director of Administrative Service Brown stated Leadership Seagoville will begin October 11, 2018 at 6:00 p.m. at City Hall.*

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

Peggy Story at 1605 Woodhaven stated her concern for speeding vehicles in her neighborhood.

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 September 10, 2018 (City Secretary)

Motion to approve City Council Meeting minutes for September 10, 2018 – Magill, seconded by Howard; motion passed with all ayes. 4/0

REGULAR AGENDA-

2. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Ordinance 15-2018 which adopted the operating budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019; providing amended appropriations for the General Fund of the City; authorizing the City Manager to make adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date (Finance Director)

Finance Director Harvey explained the budget is a series of estimates over a time period. He also stated soon after Council approved the budget some changes were made due to the calculations received from John Ames, Dallas County Tax Assessor.

(Councilmember Fruin arrived at 6:10 p.m.)

Motion to approve an Ordinance of the City of Seagoville, Texas, amending Ordinance 15-2018 which adopted the operating budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019; providing amended appropriations for the General Fund of the City; authorizing the City Manager to make adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date – Hernandez, seconded by Magill; motion passed 4/1. (For – Howard, Hernandez, Magill, and Epps, Against – Fruin)

3. Discuss and consider approving a Resolution authorizing the Master Fee Schedule and providing an effective date (Finance Director)

Finance Director Harvey and Water Utilities Director DeChant explained the increase for a water meter is an increase in the deposit not for the rental of the water meter.

Motion to approve a Resolution authorizing the Master Fee Schedule and providing an effective date – Howard, seconded by Hernandez; motion passed with all ayes. 5/0

4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, providing for a new street maintenance position and providing an effective date (Finance Director)

Finance Director Harvey stated this will provide for an additional street maintenance worker which is covered in the budget.

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, providing for a new street maintenance position and providing an effective date – Epps, seconded by Magill; motion passed with all ayes. 5/0

5. Discuss and consider approving a Resolution of the City of Seagoville, Texas authorizing the City Manager to enter into a Retention Pay Agreement with full-time Communication Technicians under terms and conditions set forth in the Retention Policy, which is attached hereto and as Exhibit A and is approved herein; providing for the repeal of any and all Resolutions in conflict, providing for a severability clause; and providing for an effective date (City Manager)

City Manager Stallings explained the certifications and demands of a Communication Technician. He also stated a salary survey was completed of surrounding cities for Communication Technicians. He also explained the retention policy.

Motion to approve a Resolution of the City of Seagoville, Texas authorizing the City Manager to enter into a Retention Pay Agreement with full-time Communication Technicians under terms and conditions set forth in the Retention Policy, which is attached hereto and as Exhibit A and is approved herein; providing for the repeal of any and all Resolutions in conflict, providing for a severability clause; and providing for an effective date – Magill, seconded by Howard; motion passed with all ayes.

Mayor Childress call for a one (1) minute recess at 6:30 p.m. and recused himself.

Mayor Pro-Tem Epps reconvened the meeting at 6:31 p.m.

6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the terms and conditions of an amendment to the Economic Development Incentive Agreement with Yolanda Cole d/b/a Shorty's Texas Bar-B-Q, dated April 3, 2018, by providing for the reimbursement of an additional Four Thousand Four Hundred Thirty-Two Dollars and No Cents (\$4,432.00) for plumbing expenditures as set forth in the JNV Plumbing invoice, which is attached hereto and incorporated herein as Attachment A; providing for a repealing clause; providing for severability clause; and providing for an effective date (City Manager)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the terms and conditions of an amendment to the Economic Development Incentive Agreement with Yolanda Cole d/b/a Shorty's Texas Bar-B-Q, dated April 3, 2018, by providing for the reimbursement of an additional Four Thousand Four Hundred Thirty-Two Dollars and No Cents (\$4,432.00) for plumbing expenditures as set forth in the JNV Plumbing invoice, which is attached hereto and incorporated herein as Attachment A; providing for a repealing clause; providing for severability clause; and providing for an effective date – Magill, seconded by Hernandez; motion passed with all ayes. 5/0

7. Discuss and consider approving 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 W. Parnell V, LLC, attached as Exhibit “A”; and providing an effective date (City Manager)

Councilmember Hernandez asked for a discussion. City Attorney Allen stated this is the first reading and a discussion can be opened during the second reading later in the meeting.

8. Discuss and consider declaring a vacancy for Place One (1) on the Keep Seagoville Beautiful Commission and consider a new applicant (City Secretary)

City Secretary Jackson stated there are two (2) vacancies on the Keep Seagoville Beautiful Commission and Cindy Starns has applied to fill one of the vacancies.

Cindy Starns at 2101 Cain Street # 1051 stated she enjoyed working for the City of Seagoville and would like to stay involved and serving the City.

Motion to appoint Cindy Starns to Place one (1) on the Keep Seagoville Beautiful Commission – Hernandez, seconded by Magill; motion passed with all ayes. 5/0

9. Discuss and consider approval of a Resolution of the City of Seagoville, Texas, authorizing the City Manager to enter into an agreement with Motorola Solutions for the purchasing of a new P25 Radio Project, for an amount not to exceed One Million Three Hundred Ninety-Three Thousand Five Hundred Ninety-Seven Dollars and No Cents (\$1,393,597.00), providing for the repeal of any and all Resolutions in conflict, providing for a severability clause; and providing for an effective date (Police Support Services Manager)

Motion to approve a Resolution of the City of Seagoville, Texas, authorizing the City Manager to enter into an agreement with Motorola Solutions for the purchasing of a new P25 Radio Project, for an amount not to exceed One Million Three Hundred Ninety-Three Thousand Five Hundred Ninety-Seven Dollars and No Cents (\$1,393,597.00), providing for the repeal of any and all Resolutions in conflict, providing for a severability clause; and providing for an effective date – Magill, seconded by Howard; motion passed with all ayes. 5/0

10. Direct Staff concerning the scheduling of Council Meetings for the month of November (City Secretary)

City Secretary Jackson stated the first Council Meeting in November will be the day before Election Day, Monday, November 5, 2018, and election equipment will be in the Council Chambers during that meeting. Council directed Staff to continue with the meeting for Monday, November 5, 2018.

11. Discuss sidewalks on Seagoville Road (Mayor Pro Tem Epps)

Mayor Pro Tem Epps stated he noticed several families walking down Seagoville Road and there are no sidewalks. He also stated he would like to see sidewalks starting at Simonds and ending at Seagoville North.

Councilmember Hernandez stated he would like Staff to apply for a grant to help pay for the sidewalks.

City Manager Stallings stated Staff would work with Council to apply for any grants.

Councilmember Hernandez stated he would like someone to contact Seagoville North Principle the principle at Seagoville North to ask for support in applying for a grant for the sidewalks.

12. Discuss and consider approving 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 W. Parnell V, LLC, attached as Exhibit “A”; and providing an effective date (City Manager)

Councilmember Hernandez stated Mr. Parnell has not removed the containers on the property as requested and he asked Mr. Parnell for an update on the status of the removal of the containers.

Wes Parnell V, LLC at 53 Meadow Brook, Trophy Club, Texas stated two (2) of the containers are scheduled for removal on Thursday, October 4, 2018.

Councilmember Hernandez stated he would like two percent (2%) or one thousand two hundred dollars (\$1,200.00) brought back to the economy of the City of Seagoville to support local retailers. Mr. Parnell stated he could comply with supporting local retailers at about \$1,200.00.

Motion to approve 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 W, Parnell V, LLC, attached as Exhibit “A”; and providing an effective date with changes stating empty containers are removed by Thursday, October 4, 2018, with two percent (2%) or One Thousand Two Hundred Dollars (\$1,200) purchased in the City of Seagoville in service or goods with receipts as proof, and the amount of capital investment be changed to four hundred thousand dollars (\$400,000.00) – Hernandez, seconded by Howard; motion passed with all ayes. 5/0

13. Discuss and consider approving an Ordinance of the City of Seagoville, Texas amending Chapter 17 of the Code of Ordinances, Division 2. “Parking Regulations on Specific Streets”, by repealing and replacing Subsection 17.04.066 to provide for no parking on both sides of the U.S. Highway 175 Service Road beginning at its point of intersection with the Dallas City Limits on the south side, southeast to its point of intersection with Simonds Road; and, from its point of intersection with Simonds Road on the north side, northwest to its point of intersection with the Dallas City Limits; authorizing the City Manager or designee to cause the appropriate signage to be erected; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; providing for publication; and providing an effective date (Community Development)

Motion to approve an Ordinance of the City of Seagoville, Texas amending Chapter 17 of the Code of Ordinances, Division 2. “Parking Regulations on Specific Streets”, by repealing and replacing Subsection 17.04.066 to provide for no parking on both sides of the U.S. Highway 175 Service Road beginning at its point of intersection with the Dallas City Limits on the south side, southeast to its point of intersection with Simonds Road; and, from its point of intersection with Simonds Road on the north side, northwest to its point of intersection with the Dallas City Limits; authorizing the City Manager or designee to cause the appropriate signage to be erected; providing a savings clause; providing for severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; providing for publication; and providing an effective date – Magill, seconded by Hernandez; motion passed with all ayes. 5/0

14. Discuss National Night Out and Seagofest (Chief Calverley)

Chief Calverley stated National Night Out is Tuesday, October 2, 2018 and the Seagofest Parade is Thursday, October 4, 2018. He also stated Council will meet at the Police Station before National Night Out and meet again at the Fire Station before the Seagofest Parade.

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

*Councilmember Magill stated Seagoville Road looks great.
Mayor Pro Tem Epps also stated Seagoville Road looks good.*

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

None.

17. Recessed into Executive Session at 7:15 p.m.

Recess into Executive Session in compliance with Texas Government Code:

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

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

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

(D) Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary & Director of Administrative Services.

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

(F) Section 551.071 Gov't Code: Consultation with Attorney – concerning annexation.

18. Reconvene into Regular Session at 9:28 p.m.

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

No action taken.

Adjourned at 9:28 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Consent Session Agenda Item: 6

Meeting Date: October 15, 2018

ITEM DESCRIPTION

Consider approving a resolution designating the Daily Commercial Record as the City of Seagoville official newspaper.

BACKGROUND OF ISSUE:

The Charter provides for ordinances imposing any penalty, fine or forfeiture to become effective only after having been published once in its entirety or by caption form after adoption, in a newspaper designated as the official newspaper of the City. In addition, public hearings, bid notices, election notices, etc. are published in this same paper.

For a newspaper to qualify to be considered the municipalities “*official*” newspaper, the following criteria must be met:

- (1.) Devote not less than 25% of its total column lineage to general interest items;
- (2.) Be published at least once each week;
- (3.) Be entered as 2nd class postal matter in the county where published; and
- (4.) Have been published regularly and continuous for at least 12 months before the governmental entity or representative publishes notice. Tex. Gov’t Code § 2051.044

The Daily Commercial Record was designated the “*official*” newspaper in April, 2016 due to the Suburbia News no longer being in business.

The Daily Commercial Record is the “*official*” newspaper for the City of Garland, Garland ISD, City of Mesquite, Dallas County and Balch Springs. The Daily Commercial Record has five (5) publications a week which is helpful to staff when scheduling public hearings.

FINANCIAL IMPACT:

Advertisement costs vary each year based on Planning & Zoning activity, volume of Ordinances, number of Elections, etc. Funds are allocated in the City Secretary budget for expenditure.

RECOMMENDATION:

Staff recommends designating Daily Commercial Record as the “*official*” newspaper, if the Council so desires.

EXHIBITS

Resolution designating Daily Commercial Record as official newspaper

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
DESIGNATING THE *DAILY COMMERCIAL RECORD* AS
THE OFFICIAL NEWSPAPER FOR THE CITY OF
SEAGOVILLE, TEXAS; PROVIDING FOR REPEAL OF
ANY AND ALL RESOLUTIONS IN CONFLICT;
PROVIDING FOR SEVERABILITY CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Chapter 52, Section 52.004, Texas Local Government Code requires that as soon as practicable after the beginning of each municipal year, the governing body of the municipality shall designate, by ordinance or resolution, a public newspaper to be the municipality's official newspaper until another newspaper is selected; and

WHEREAS, the public newspaper serving the City of Seagoville, Texas and the local area that is the most widely read is the *Daily Commercial Record*; and

WHEREAS, the *Daily Commercial Record* meets all the requirements for service as the official newspaper of the City:

- (1) Devote not less than 25% of its total column lineage to general interest items;
- (2) Be published at least once each week;
- (3) Be entered as 2nd class postal matter in the county where published; and
- (4) Have been published regularly and continuous for at least 12 months before the governmental entity or representative publishes notices.

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

SECTION 1. The *Daily Commercial Record* is hereby designated the official newspaper for the City of Seagoville, Texas.

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 15th day of October, 2018.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

Regular Session Agenda Item: 7

Meeting Date: October 15, 2018

Item Description

Consider ratifying the SEDC Board approval of a budget amendment for the fiscal year ended September 30, 2019.

BACKGROUND OF ISSUE:

The City seeks reimbursement from the SEDC for human resources and administrative clerical functions performed by City staff on behalf of the SEDC. Currently the SEDC reimburses the City for financial services (budget, financial reporting and check preparation) performed by City staff, for the annual amount of \$3,600. SEDC bylaws allow the corporation to reimburse the City for services rendered on behalf of the corporation.

FINANCIAL IMPACT:

Reimbursement amount of \$6,000 to offset salary and fringe benefit expenditures of the City Secretary and Human Resources programs.

EXHIBITS

Impact of SEDC FY 2019 budget amendment

FY 2019 Operations Original vs. Amended

	FY 2019 Budget	FY 2019 Budget Amended	Variance
Conference and Public Relations	35,000	29,000	(6,000)
Administrative Services	-	6,000	6,000
Net Impact	35,000	35,000	-

Regular Session Agenda Item: 8

MEETING DATE: October 15, 2018

ITEM DESCRIPTION

Conduct a public hearing on a zoning request Z2018-19 to change the zoning on about 0.4-acres at 209 and 211 Avenue B (also known as all of Lot 17 & part of Lot 18 Block A of Shady Grove Estates 3rd Inst. Addition) from the R-5, Residential Single Family, zoning district to the LR, Local Retail, zoning district.

BACKGROUND OF ISSUE:

The applicants are requesting that the two (2) subject parcels be rezoned to the LR, Local Retail, zoning district. The request agrees with the 2002 Comprehensive Plan (Chapter 4 on Thoroughfare Plan, which was updated in 2009, and Chapter 5 on Future Land Use). The parcels are currently vacant and have been for several years. There are no plans to develop these lots at this time.

The adjoining lands to the west (and addressed on Hall Road) have all been zoned C, Commercial, since prior to 1978. More specifically, the lot immediately adjacent to the west has an existing gas station and convenience store that has been in operation for several years. Both land uses are allowed in the Local Retail and Commercial zoning districts.

The existing zoning, land uses, and relevant portions of the City's comprehensive plan are each referenced in the attached staff report.

FINANCIAL IMPACT:

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

PLANNING AND ZONING COMMISSION RECOMMENDATION:

Besides the two (2) parcels in question, there are fourteen (14) adjoining properties, one (1) public street, and one (1) public highway within 200-feet of the boundary of the subject area. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Friday, September 7, 2018. A legal ad was also published per the Texas Local Government Code in the Thursday, September 6, 2018 edition of the Daily Commercial Record newspaper. Prior to the Planning and Zoning Commission meeting on Tuesday, September 25, 2018, no (zero) property owners responded in writing or verbally for or against this request. No (zero) letters had been returned as undeliverable by the U.S. Postal Service. Two (2) property owners spoke against the

request at the Planning and Zoning Commission meeting. Since the meeting, two (2) property owners responded in writing – one (1) in favor and one (1) against this request. No (zero) additional letters had been returned as undeliverable by the U.S. Postal Service. Any responses received after the emailing of the packet to the Council will be available for review at the meeting.

The Commission voted three (3) to zero (0) in favor of recommending the approval of the requested to change the current zoning of about 0.4-acres at 209 and 211 Avenue B (also known as all of Lot 17 and part of Lot 18 Block A of the Shady Grove Estate 3rd Inst. Addition) from the R-5, Residential Single-Family, zoning district to the LR, Local Retail, zoning district.

Staff is in support of this application. We recognize that eventually all properties along U.S. Highway 175 are going to be zoned for some sort of business use.

EXHIBITS:

1. Staff Report (10 pages)
2. 2017 aerial photograph from DCAD website
3. Dimensional reference map from DCAD website
4. Zoning map reference (dimensional map with zoning added)
5. Zoning application (5 pages)
6. Public hearing notice to newspaper
7. Public hearing notice to property owners within 200 feet
8. List of property owners within 200 feet of boundary of subject parcel



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

DATE: OCTOBER 15, 2018
AUTHOR: JENNIFER BONNER, JUNIOR PLANNER
APPLICANT: JACK WILSON
PARCELS: 500-485-000-10170000 AND 500-485-000-10180000
LOCATION: 209 AND 211 AVENUE B (ALL OF LOT 17 & PART OF LOT 18 BLOCK A OF SHADY GROVE ESTATES 3RD INST. ADDITION)

REQUEST SUMMARY:

The applicant is requesting that the subject parcels (under the purple stars outlined in orange on the map to the right) at 209 and 211 Avenue B have their zoning changed to LR, Local Retail. The two lots abut one another. Part of Lot 18 was taken for highway right-of-way so the remainder of that lot has frontage on the east-bound service road as well as Avenue B.

Both lots abut an existing gas station and convenience store located in a C, Commercial, zoning district. Both land uses are allowed in the Local Retail and higher intensity business and manufacturing land use districts.



REQUEST LOCATION: Inside City, Dallas County

SIZE OF PROJECT	EXISTING ZONING	SURROUNDING ZONING	EXISTING LAND USE	SURROUNDING LAND USE
About 0.4-acres	R-5, Single Family Residential	Northwest: C, Commercial Southwest: R-5, Single Family Residential Northeast: R-5, Single Family Residential Southeast: R-5, Single Family Residential	Low Density Residential	Northwest: Commercial Southwest: Low Density Residential Northeast: Retail Southeast: Low Density Residential

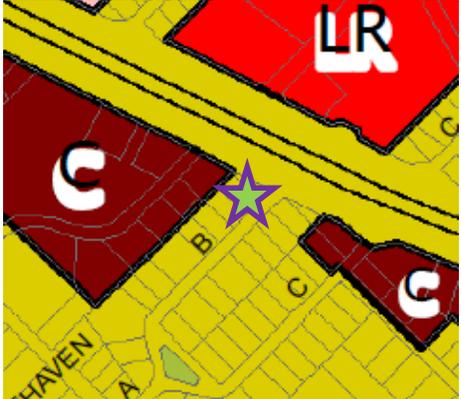
PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Commission voted three (3) to zero (0) in favor of recommending the approval of the request to change the current zoning on about 0.4-acres at 209 and 211 Avenue B (also known as all of Lot 17 and part of Lot 18 Block A of the Shady Grove Estate 3rd Inst. Addition) from the R-5, Residential Single-Family, zoning district to the LR, Local Retail, zoning district.

Staff is in support of this application. We recognize that eventually all properties along U.S. Highway 175 are going to be some sort of business use.

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

COMPARISON TO ADOPTED CITY MASTER PLANS

STAFF ANALYSIS		PLAN GOALS OR GUIDELINES
2002 Comprehensive Land Use Plan and Map		
<p>The lots in the request (under the blue star outlined in green on the map to the right) is in an area that the Future Land Use Plan and Map shows to be Retail. The yellow areas to the south of the property are expected to become Low Density Residential.</p> <p>At this particular location, the Land Use Plan calls for the first three (3) lots on this side of Avenue B to become Retail. The applicant only owns -and is requesting the change on - the first two (2) lots.</p>	Meets Standard	
2009 Master Street Plan and Map		
<p>The properties in the request (under the green star outlined in purple) has no access to Hall Road (labeled and shown by an orange line). Partial Lot 18 has access to both the eastbound service/frontage road along U.S. Highway 175 (grey line) as well as residential street Avenue B. Lot 17 only has access onto Avenue B. No additional right-of-way will be required at this time.</p>	Meets Standard	
2009 Zoning Plan and Map		
<p>The lot in the request (under the green star outlined in purple on the map) is in the R-5, Single Family Residential zoning district (mustard yellow color).</p> <p>The applicant is requesting that the lots be changed to the LR, Local Retail zoning district (red color) to match the retail are shown across Highway 175. The light grey lines are the approximate parcel lines.</p>	Meets Standard	

REVIEW CRITERIA	STAFF ANALYSIS	
1. Will the use be designated, located, and operated so that the public health, safety, and welfare will be protected?	Yes	City water is only available along Avenue B. Municipal sanitary sewer is available along both Avenue B and the highway frontage road. Since there is no planned development at this time, it is difficult to state if there is sufficient capacity to serve a particular land use.
2. Will the land use be compatible with other area properties located nearby?	Yes	Any proposed uses for the lots will be compatible with the adjoining lot to the west - which is zoned C, Commercial, and also allows LR uses in that district.

REVIEW CRITERIA	STAFF ANALYSIS	
3. Will the use be in compliance with all of the provisions of the Zoning Amendments portion of the Municipal Code?	Yes	The requirements for the change in zoning have been met.
4. Will the use be compliant with all applicable provisions in the Code for the district in which the use is to be located?	Yes	When the lots develop, the land's use will need to meet the requirements of their district.
5. Will the use facilitate public convenience at that location?	Yes	Both lots have access to existing public streets.
6. Will the use conform to off-street parking and loading requirements?	Yes	When the lots develop, the land's use will need to meet the requirements of their district. No development is planned at this time.
7. Are all of the ingress, egress, and pedestrian ways adequate?	Yes	The lots are currently vacant. There is no development is planned at this time.
8. Have safeguards limiting noxious or offensive emissions, including light, noise, glare, dust, and odor been addressed?	Yes	When the lots develop, these requirements will need to be addressed. No development is planned at this time.
9. Will the proposed landscaping and screening be compliant with all City regulations?	Yes	The parcels are currently in compliance. These items will be reviewed when the lot develops.
10. Will the signage be compliant with those portions of the Municipal Code?	Yes	There is currently no signage on the property.
11. Will all open space(s) be maintained by the owner/developer?	Yes	The applicant is maintaining the property and will continue to do so. Any new owner of the site will be responsible for maintaining it.
12. 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 lots are currently vacant. There is no development is planned at this time.
13. Will granting the permit be authorizing less than the minimum requirements in regards to height, area, setbacks, parking, or landscaping?	Yes	The lots are currently vacant. There is no development is planned at this time. Each of these items will have to be addressed when development occurs.
14. Have the provisions of the existing master thoroughfare plan been met to protect the public interest?	Yes	At this time there is sufficient right-of-way along both the U.S. Highway 175 frontage/service road as well as Avenue B. Avenue will need to be re-reviewed when development occurs.
15. 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. The subject lot is shown in an area to be Retail.
16. 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.
17. Have the provisions of any community facilities plan been met to protect the public interest?	N/A	Changing the zoning of parcels is not affected by the community facilities portion of any city Plan.
18. 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. Changing the zoning of parcels does not affect the provisions of any city Plan.

Public Comments Received:

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Besides the two (2) parcels in question, there are fourteen (14) adjoining properties, one (1) public street, and one (1) public highway within 200-feet of the boundary of the subject area. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Friday, September 7, 2018. A legal ad was also published per the Texas Local Government Code in the Thursday, September 6, 2018 edition of the Daily Commercial Record newspaper. Prior to the Planning and Zoning Commission meeting on Tuesday, September 25, 2018, no (zero) property owners have responded in writing or verbally for or against the request and no (zero) letters had been returned as undeliverable by the U.S. Postal Service. Two (2) property owners spoke against the request at the Planning and Zoning Commission meeting. As of the date of this report, October 9, 2018, two (2) additional property owners have responded in writing - one (1) in favor and one (1) against the request. Additionally, no (zero) letters have been returned as undeliverable by the U.S. Postal Service. Any responses received after the emailing of the packet to the Council will be available for review at the meeting.

Other Staff Comments:

At the end of this Staff Report is a table that compares the types of land uses listed in the zoning code for each zoning district. Reference the table on the right to determine which symbols depict land uses that would be permitted, prohibited, or require a special use permit in the land use table. The land use table is arranged by zoning district and then each district is listed alphabetically. **Note:** Language in each of the “higher” (more intense) business districts specifies that the uses permitted in the “lower” zoning districts are allowed without being specifically listed each of those uses again.

Land Use Table Key:	Zoning District:
P = Permitted land use	R-5, Residential Single-family
S = Special Use Permit (SUP) required	O, Office
A blank box means that land use is <i>prohibited</i> in that zoning district.	LR, Local Retail
	C, Commercial

Type of Land Use	Zoning District			
	R-5	O	LR	C
Accessory buildings	P			
Addition of pre-packaged food or beverages sales to a retail or business already operating	S	S	S	S
Airport or airport facilities	S	S	S	S
Art gallery	P	P	P	P
Breezeway attaching accessory to the main building	P			
Carnival	S	S	S	S
Cemetery	S	S	S	S
Children’s home on 5 acres or more	S	S	S	S
Church or religious worship facility	P			
Circus	S	S	S	S
Commercial amusement, temporary	S	S	S	S
Community building on 3 acres or more	S	S	S	S
Concrete batching plant	S	S	S	S
Convalescent home on 5 acres or more	S	S	S	S
Daycare or nursery with fewer than four unrelated children	P			
Daycare or nursery with more than four unrelated children	S	S	S	S
Detached dwelling for servants employed on-site	P			
Dog kennels on farm of 5 acres or more	S	S	S	S
Drive-in theatre on 10 acres or more	S	S	S	S
Driving range	S	S	S	P
Earth excavation	S	S	S	S
Educational institutions	S	S	S	S
Electrical public utility regulating station	S	S	S	S
Farm without on-site retail or wholesale business	P			
Fire station	P			
Garden without on-site retail or wholesale business	P			
Golf course without driving range	P			

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Type of Land Use	Zoning District			
	R-5	O	LR	C
Government use - local, county, state, federal	S	S	S	S
Gravel excavation	S	S	S	S
Greenhouse	S	S	S	S
Greenhouse without on-site retail or wholesale business	P			
Homes for narcotics on 20 acres or more	S	S	S	S
Homes for the alcoholic on 20 acres or more	S	S	S	S
Homes for the feeble-minded on 20 acres or more	S	S	S	S
Homes for the insane on 20 acres or more	S	S	S	S
Hospital on 5 acres or more	S	S	S	S
Kindergarten - public or private	S	S	S	S
Landing airfield or facilities	S	S	S	S
Library	P	P	P	P
Maternity home on 5 acres or more	S	S	S	S
Miniature golf course	S	S	S	P
Miniature train ride	S	S	S	S
Mixed-Use projects of private housing and shopping center on 3 acres or more	S	S	S	S
Museum	P			
Natural gas public utility regulating station	S	S	S	S
Neighborhood recreation center (swimming pool, social or hobby rooms)	P			
Normal household pets	P			
Nursery	S	S	S	S
Nursery school - public or private	S	S	S	S
Nursery without on-site retail or wholesale business	P			
Old people's home on 5 acres or more	S	S	S	S
Orchard without on-site retail or wholesale business	P			
Park	P			
Passenger train station	P			
Philanthropic institutions	S	S	S	S
Playgrounds	P			
Pony rides	S	S	S	S
Private carport and/or garage	P	P	P	P
Private school, equivalent to a public school	P	S	S	S
Public school (elementary through high school)	P	S	S	S
Public stable on 5 acres or more	S	S	S	S
Public utility - privately or publicly owned	S	S	S	S
Radio or television broadcasting stations	S	S	S	S
Radio or television broadcasting towers	S	S	S	S
Radio or television transmitter tower	S	S	S	S
Railway right-of-way and tracks, passenger station but not including railroad yards, team tracks or storage yards	P			
Religious institutions	S	S	S	S
Riding academy on 5 acres or more	S	S	S	S
Rock quarry	S	S	S	S
Rodeo	S	S	S	S
Sale of pre-packaged food/beverages, in combination, that exceeds 10% of an establishment's gross annual sales revenues	S	S	S	S
Sand excavation	S	S	S	S
Sewage treatment plant	S	S	S	S
Single-family residence (detached)	P			
Telephone exchange without office, repair or storage facilities	P			
Temporary and seasonal sales establishment, such as flea market or produce stand	S	S	S	S
Temporary buildings to be used for construction purposes only	P			
Travel trailer park	S	S	S	S

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Type of Land Use	Zoning District			
	R-5	O	LR	C
Veterinary hospital on 5 acres or more	S	S	S	S
Water pumping plant	P			
Water supply reservoir	P			
Water tower or artesian well	P			
Wind energy conversion system (WEC)	S	S	S	S
Railway ROW & tracks, but no railroad yards, team tracks or storage yards	P			
Ambulance service		P	P	P
Architect or engineers' offices		P	P	P
Attorneys' offices		P	P	P
Business offices		P	P	P
Consultants' offices		P	P	P
Doctors' & dentists' offices		P	P	P
Equipment storage (no repairs)		P	P	P
Financial offices		P	P	P
General offices		P	P	P
Multi-family dwelling units		S	S	S
Personal services		P	P	P
Political offices		P	P	P
Professional offices		P	P	P
Real estate offices		P	P	P
Records warehousing & storage		P	P	P
Salesman's offices		P	P	P
Single-family dwelling units		S	S	S
Antique shop			P	P
Aquarium			P	P
Auto laundry inside a building without boiler, heating & steam-cleaning facilities			P	P
Auto repair garage - all work inside a building			P	P
Auto seat covering			P	P
Bakery, retail			P	P
Bank			P	P
Barber & beauty shop			P	P
Bicycle repairs without outside storage or display			P	P
Bird & pet shops, retail			P	P
Book or stationery store			P	P
Bowling alley - if air-conditioned & soundproofed			P	P
Brewpub			S	S
Camera shop			P	P
Candy shop			P	P
Caterer			P	P
Cleaning & pressing shops smaller than 6,000 square feet			P	P
Cleaning, dyeing & laundry station for receiving & delivery of articles only			P	P
Clothing - retail sales only			P	P
Convenience store or mini-mart between 1,000 & 5,000 square feet			S	S
Curtain cleaning shop smaller than 6,000 square feet			P	P
Department store			P	P
Drive-in for food, beverage, or other service			S	S
Drive-in theatre			S	
Drive-through for food, beverage, or other service			S	S
Dyeing plant smaller than 6,000 square feet			P	P
Electric substation			P	P
Electrical goods, retail sales only			P	P
Electrical repairing - domestic equipment & autos, retail sales only			P	P
Event center in stand-alone building			S	

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Type of Land Use	Zoning District			
	R-5	O	LR	C
Exterminating company, retail			P	P
Feed store			S	
Film developing & printing			P	P
Fix-it shops without outside storage or display			P	P
Florist, retail sales only			P	P
Frozen food lockers, retail			P	P
Furniture repairs & upholstering, retail only without outside storage or display			P	P
Furniture store - retail			P	P
Gasoline/motor fuel sales			P	P
Gasoline/motor fuel sales, automated			P	P
Grocery store over 5,000 square feet			P	P
Hardware - retail sales only			P	P
Household & office appliances - retail			P	P
Household & office furniture - retail			P	P
Ice delivery station			P	P
Jewelry - retail			P	P
Job printing			P	P
Laundry - custom laundering & finishing smaller than 6,000 square feet without pickup or delivery			P	P
Letter & mimeograph shop			P	P
Meat market, retail sales only			P	P
Micro-brewery			S	S
Mortuary use in stand-alone buildings			S	
Motor raceway			S	
Moving picture theater			P	P
Novelty or variety shop			P	P
Nursery, retail sale of plants & trees			P	P
Office			P	P
Office building			P	P
Optical goods - retail			P	P
Outside display, new materials			P	P
Outside storage units			P	P
Paint - retail sales only			P	P
Parking lot without public garage for passenger cars & trucks			P	P
Pharmacy/drug store			P	P
Photographer's or artist's studio			P	P
Photographic supplies - retail			P	P
Piano & musical instruments, retail sales only			P	P
Plumbing shop without warehouse facilities, retail sales only			P	P
Portable storage units (PODs) - sales & storage			P	P
Public garage			P	P
Restaurant (dine-in only) over 4,000 square feet			P	P
Restaurant (dine-in only) smaller than 4,000 square feet			S	S
Restaurant (dine-in/convenience) over 4,000 square feet			P	P
Restaurant (dine-in/convenience) smaller than 4,000 square feet			S	S
Restaurant (fast food)			S	S
Restaurant (outdoor/patio dining)			S	S
Restaurant (private club)			S	S
Retail sales			P	P
Retail store or shop for custom work or the making of articles on-site			P	P
Roller skating rink			S	
Rug cleaning shop, chemical type, smaller than 6,000 square feet with all operations inside a building			P	P
Sample room			P	P
Seamstress, dressmaker, or tailor			P	P

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Type of Land Use	Zoning District			
	R-5	O	LR	C
Seed store			P	P
Shoe repair shop, retail sales only			P	P
Sporting goods - retail sales only			P	P
Studio for the display & sale of glass, china, art objects, cloth & draperies			P	P
Studios, dance, music, drama, health massage & reducing			P	P
Taxi stand			P	P
Tobacco shop			S	S
Tool sharpening, retail only without outside storage or display			P	P
Toys - retail sales only			P	P
Used car lot			S	P
Walk-up for food, beverage, or other service			S	S
Wallpaper - retail sales only			P	P
Washateria where the customer can wash & handle his laundry			P	P
Wearing apparel including clothing, shoes, hats, millinery & accessories			P	P
Wedding services in stand-alone building			S	
Wholesale sales office			P	P
Wine-tasting room			S	S
Aquarium, wholesale				P
Artificial flower manufacture				P
Artificial limb manufacture				P
Auto painting				P
Auto upholstery				P
Automobile dealers				P
Automobile laundry				P
Awning manufacture, cloth, metal, wood				P
Bakery, commercial				S
Bar				S
Beer tavern				S
Book bindery				P
Book printing				P
Bottling works with or without syrup manufacture				P
Bowling alley				P
Bus & truck storage				P
Cabinet shop				P
Candy manufacture				P
Canvas awning manufacture				P
Car barns				P
Carpenter shop				P
Carpet cleaning - with dustproof room & dust-catching equipment				P
Carting, express, hauling or storage				P
Cement storage				P
Ceramic products smaller than 6,000 square feet				P
Cleaning & dry cleaning establishment over 6,000 square feet				P
Clothing manufacture				P
Cold storage plant				P
Commercial amusement				P
Commercial colleges				P
Contractor's storage yard				P
Dance hall				S
Dog kennel				S
Dry goods, wholesale & storage				P
Dyeing plant over 6,000 square feet				P
Egg candling & grading				P

Type of Land Use	Zoning District			
	R-5	O	LR	C
Electrical & neon sign manufacture				P
Electrical repairing				P
Electro-plating; electro-tying				P
Engraving plant				P
Envelope manufacture				P
Feed store, wholesale & storage				P
Florist, wholesale				P
Food products manufacture, wholesale				P
Frozen food lockers, wholesale				P
Furniture auction sales				P
Furniture repair & upholstering - wholesale				P
Handcraft shop smaller than 6,000 square feet				P
Hauling, light or heavy				P
Homes for narcotics				S
Homes for the alcoholic				S
Homes for the feeble-minded				S
Homes for the insane				S
Household goods, storage				P
Ice cream manufacture				P
Ice manufacture				P
Job printing & book printing				P
Laundry, commercial				P
Leather products manufacture				P
Lithographing				P
Loading or storage tracks				P
Loose-leaf book manufacture				P
Lounge				S
Lumberyard (building material)				P
Market - public				P
Mattress making & renovating without dust precipitating equipment				P
Milk depot, wholesale				P
Millinery manufacture				P
Mirror re-silvering				P
Motel				P
Motion picture studio, commercial films				P
Motorcycle repairing				P
Moving & storage company				P
Newspaper printing				P
Night club				S
Optical goods manufacture				P
Outside display, used materials				S
Outside storage, new materials				S
Outside storage, used materials				S
Outside storage of any material over 8-feet tall				S
Paint mixing, but no cooking or baking operations				P
Paper products & paper box manufacture				P
Penal or correctional institutions for insane, feebleminded, liquor or narcotic				P
Photoengraving plant				P
Plastic products, molding, casting & shaping				P
Print shop				P
Printing equipment, supplies, repairs				P
Publishing company				P
Sale of manufactured homes on 3.5 acres or more				S

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Type of Land Use	Zoning District			
	R-5	O	LR	C
Sale of mobile homes on 3.5 acres or more				S
Schools - all types including trade & commercial colleges				P
Secondhand furniture				P
Seed store, wholesale sales & storage				P
Sheetmetal shop				P
Shoe store, wholesale sales & storage				P
Skating rink				P
Stone monument works - retail				P
Storage & sales of used auto parts & accessories without open storage or display				P
Storage of trucks, & gravel				P
Streetcar barns				P
Taxicab storage & repairs				P
Team tracks & unloading docks, railroads				P
Tire retreading & recapping				P
Tourist camp				P
Trade schools of all types				P
Transfer & baggage company				P
Travel center				S
Trunk manufacturing				P
Typesetting				P
Venetian blind manufacturing				P
Veterinary hospital				S
Warehouse, wholesale offices, sales & storage				P
Water distillation				P
Winery, boutique				S



2 Subject Parcels



DCAD Property Map



Exhibit 3

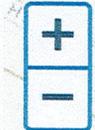


Exhibit 3

Exhibit 4



DCAD Property Map

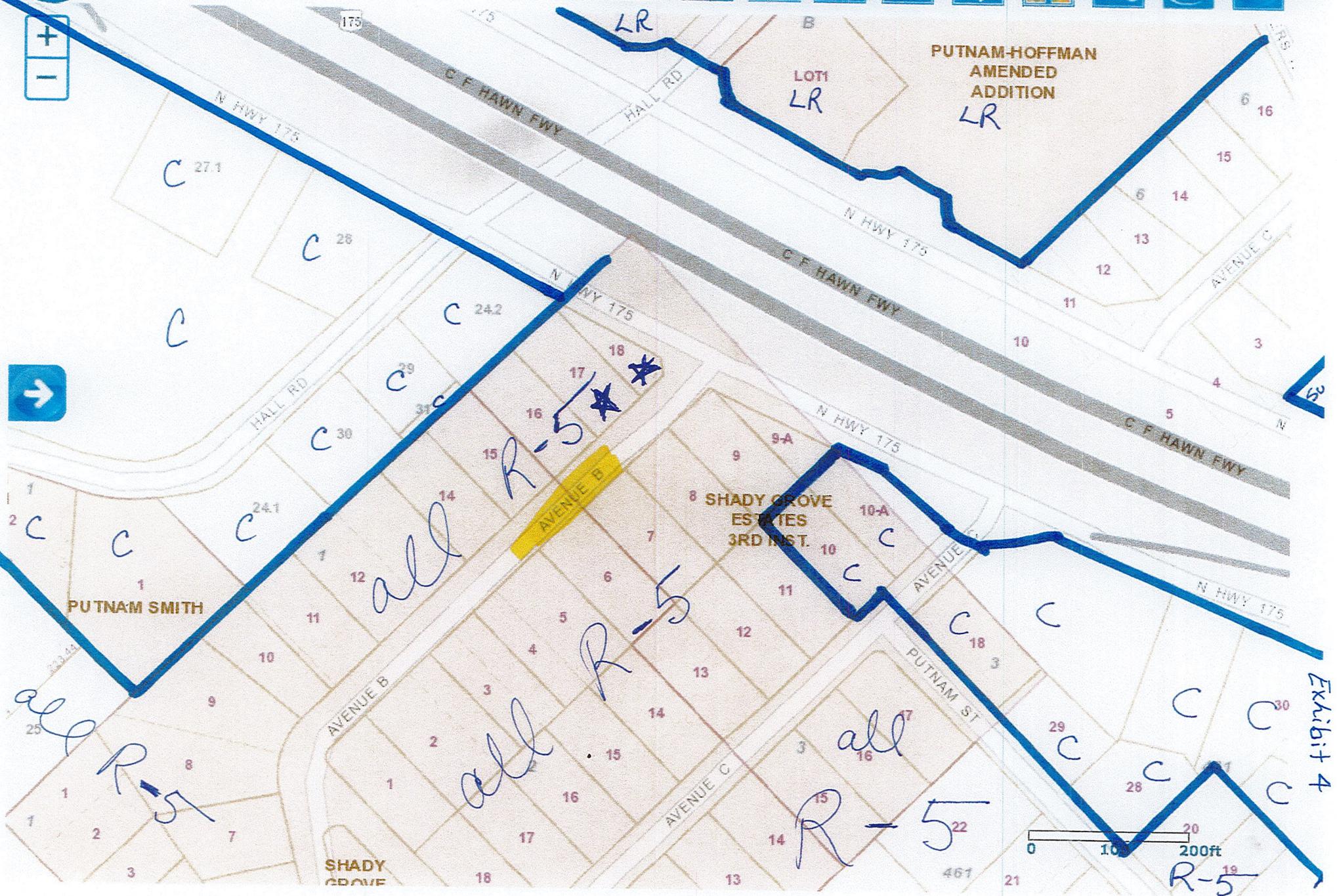


Exhibit 4

R-5



ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: 9/11/18 City Council: 10/01/18

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

Application Type:

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

Name of Subdivision or Project: _____

Physical Location of Property: 208, 209, 210, 211, & 212 Avenue B
[General Location – approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description):
Shady Grove Estates 3rd Inst. Addition
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: _____ Existing Zoning: R-5 Requested Zoning: LR
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: JACK H. WILSON Applicant or Owner? (circle one)

Contact Person: JACK H. WILSON Title: _____

Company Name: _____

Street/Mailing Address: 2048 FARMERS RD. City: SEAGOVILLE State: TX Zip: 75159

Phone: (972) 287-4700 Fax: (972) 287-2303 Email Address: _____
(214) 926-5354

Engineer / Representative's Name: _____

Contact Person: _____ Title: _____

Company Name: _____

Street/Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email Address: _____

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

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

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

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

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

Signed: Jack H. Wilson Title: OWNER Date: 8/9/18

SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, _____
[Month] [Year]

Notary Public in and for the State of Texas: _____

[seal] My Commission Expires On: _____

Office Use Only: Date Rec'd: 8/9/2018 Fees Paid: \$ _____ Check #: _____ Receipt #: _____
Zoning Case # 22018-19 Accepted By: [Signature] Official Submittal Date: 8/9/18

JACK H. AND LOLA WILSON
204 E. Farmers Road
Seagoville, Texas 75159

Office: 972-287-4700
Cell: 214-926-5354

September 19, 2018

Honorable Mayor and
Members of the City of Seagoville
City Council
702 N. Highway 175
Seagoville, Texas 75159

Honorable Chairman and
Members of the City of Seagoville
Planning and Zoning Commission
702 N. Highway 175
Seagoville, Texas 75159

Gentlemen:

Re: Zoning Case Z2018-19, 209 and 211 Avenue B, Seagoville, TX 75159

We request that you change the zoning on our two properties abutting the U.S. Highway 175 Service Road to "Local Retail." We would like to give you a little history with respect to these two properties.

In the 1950's (when the houses in Shady Grove Estates were constructed), U. S. Highway 175 was located at what is now Kaufman Street. In the early 1960's, the State of Texas condemned and cut a swath through part of Shady Grove Estates making room for the construction of the new U. S. Highway 175. We believe that the State of Texas, at that time, "effectively" zoned our two properties for business purposes.

The property on the West side of our properties is zoned "Commercial," and we are applying for "Local Retail" on the property we own on the East side of the subject property. If you drive down the West side of the U.S. Highway 175 Service Road from Stark Road (in the vicinity of the City Limits sign) to Rose Lawn Cemetery, you will note that our two properties are the only properties that are not zoned or used as "Local Retail" or "Commercial." We would hope that you would zone our two properties as other "similarly situated" properties are currently zoned.

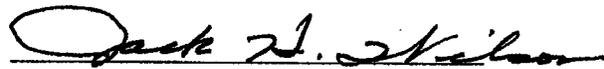
Honorable Mayor and
Members of the City of Seagoville
City Council and
Honorable Chairman and
Members of the City of Seagoville
Planning and Zoning Commission
September 19, 2018
Page -2-

We believe that the majority of the citizens of the City of Seagoville would be in favor of this request since we all pay a percentage of our local sales tax to the Seagoville Economic Development Corporation encouraging businesses to locate in Seagoville for the benefit of ALL our citizens, and we believe our two properties abutting the U.S. Highway 175 Service Road are "prime candidates" for certain businesses desiring to locate in the City of Seagoville.

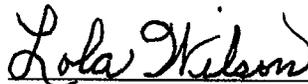
Additionally, we believe that if the properties are zoned for "Local Retail," it would be beneficial to ALL our citizens, as said "Local Retail" usage would generate sales tax revenue, as well as increased taxable value of the properties, both benefiting the City of Seagoville as a whole.

Again, we respectfully ask that you honor our request and zone our two properties abutting the U.S. Highway 175 Service Road to "Local Retail." However, if our request is rejected, as a citizen of the City of Seagoville, we would hope that each member of the Planning and Zoning Commission and the City Council who rejects our request would give us their reason for refusing to grant our zoning request.

Respectfully,



Jack H. Wilson



Lola Wilson

Tract I:

Lot 17 and 18, Block A, Shady Grove Estates Third Installment, an Addition to the City of Seagoville, DALLAS County, Texas, according to the map or plat thereof recorded in Volume 12, Page 235, of the Plat Records of DALLAS County, Texas.

Tract II:

Lot 8 and 9, Block B, Shady Grove Estates Third Installment, an Addition to the City of Seagoville, DALLAS County, Texas, according to the map or plat thereof recorded in Volume 12, Page 235, of the Plat Records of DALLAS County, Texas.

Tract IV:

Being a portion of Lot 9A of an unrecorded plat of Shady Grove Estates and being a tract out of land adjacent to the 3rd Installment of Shady Grove Estates Addn., an addition to the City of Seagoville, Dallas County, Texas, according to the Map thereof recorded in Vol. 12, Pg. 235 of the Map Records of Dallas County, Texas and described as follows:

Beginning at the NW corner of Lot 9, Blk B of Shady Grove Estates Addn, 3rd Inst. according to the plat in Vol. 12, Pg 235 Map Records, Dallas County, Texas;

THENCE in a Southeasterly direction along the SW R O W of US Highway 175, a distance of 174' to point for corner, said point being in the NW line of the D. S. Sullivan Tract;

THENCE in a Southwesterly direction 57.5' more or less to the East or SE corner of the hereinabove mentioned Lot 9, a point for corner;

THENCE in a Northwesterly direction along the NE line of said Lot 9, a distance of 165' more or less to the POINT OF BEGINNING.

RECEIVED
MAY 30 2018

BY: Q13

EXHIBIT "A" (PAGE 2)

TOWN OF SEAGOVILLE

SCALE OF 60 FT. E

ROVE ESTATES 3RD INST ADDITION
4-13-48 VOL. 12 - 235

1ST 489

ABST
SHEET 1-A

HALL ST

U.S. 175

RECEIVED
MAY 30 2018

BY: *[Signature]*

(A)

(A)

(1)

(3)

(B)

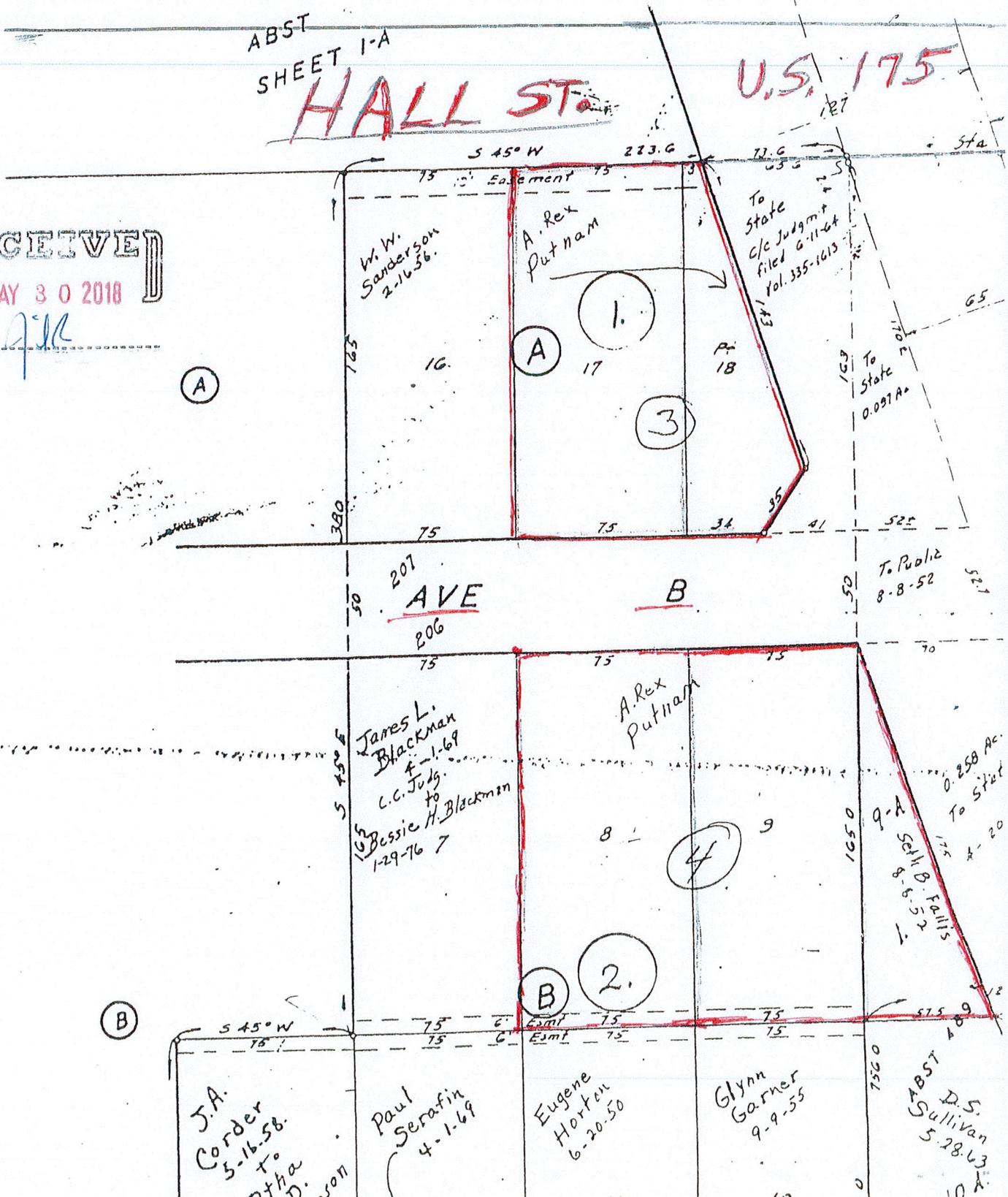
(B)

(B)

(2)

(4)

ESTATES TO SEAGOVILLE



W.W. Sanderson
2-16-56

A. Rex Putnam

To State
c/c Judgment
filed 6-11-64
Vol. 335-1613

James L. Blackman
4-1-69
c.c. Judg.
to
Bessie H. Blackman
1-29-76

A. Rex Putnam

To Public
8-8-52

J.A. Corder
5-16-56
to
D. Sullivan

Paul Serafin
4-1-69

Eugene Horton
6-20-50

Glynn Garner
9-9-55

ABST
D.S. Sullivan
5-28-63



September 4, 2018

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

Daily Commercial Record
706 Main Street
Dallas, Texas 75202

via email: notices@dailycommercialrecord.com

Please publish the legal notice below in the September 6, 2018 issue of your newspaper. Please send the affidavit of publication to the ATTN: Kandi Jackson at the address above. If you need to contact Kandi, her office direct number is (972) 287-6819 and her email is citysecretary@seagoville.us Kandi's normal office hours are Monday through Friday from 8:00 AM to 5:00 PM.



**NOTICE OF PUBLIC HEARINGS
SEAGOVILLE PLANNING & ZONING COMMISSION AND CITY COUNCIL
ZONING CASE Z2018-19**

A public hearing will be held by the Seagoville Planning and Zoning Commission on Tuesday, September 25, 2018, at 6:30 PM in the City Council Chambers of the Seagoville City Hall building at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider changing the current zoning on approximately 0.4-acres being all of Lot 17 and part of Lot 18 of Shady Grove Estates Inst. Third Addition (commonly known as 209 and 211 Avenue B) from the R-5, Residential Single Family, zoning district to the LR, Local Retail, zoning district.

A public hearing will also be held by the Seagoville City Council on Monday, October 15, 2018, at 6:30 PM in the City Council Chambers of the Seagoville City Hall building at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider the recommendation from the Planning and Zoning Commission on this request.

All individuals may appear at the public hearings to state their opinions or may send a written notice prior to 4:30 PM on the day of each public hearing to Jr. Planner Jennifer Bonner at 702 North U.S. Highway 175; Seagoville, TX 75159.

CITY OF SEAGOVILLE
Kandi Jackson
City Secretary

Jennifer Bonner
Jr. Planner



September 10, 2018

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

**NOTICE OF PUBLIC HEARINGS
SEAGOVILLE PLANNING & ZONING COMMISSION AND CITY COUNCIL
ZONING CASE Z2018-20**

A public hearing will be held by the Seagoville Planning and Zoning Commission on Tuesday, September 25, 2018, at 6:30 PM in the City Council Chambers of the Seagoville City Hall building at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider changing the current zoning on approximately 0.7-acres being all of Lots 8, 9, and part of Lot 9A of Shady Grove Estates Third Inst. Addition (commonly known as 208, 210 and 212 Avenue B) from the R-5, Residential Single Family, zoning district to the LR, Local Retail, zoning district.

A public hearing will also be held by the Seagoville City Council on Monday, October 15, 2018, at 6:30 PM in the City Council Chambers of the Seagoville City Hall building at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider the recommendation from the Planning and Zoning Commission on this request.

All individuals may appear at the public hearings to state their opinions or may send a written notice prior to 4:30 PM on the day of each public hearing to Jr. Planner Jennifer Bonner at 702 North U.S. Highway 175; Seagoville, TX 75159.

As an adjoining property owner, this is the first of 3 opportunities to voice your opinion about this project for the record. The second and third opportunities will be at each of the public hearings listed above.

*Please indicate your opinion in this matter by checking the appropriate box below.
Please provide any additional comments that you might have in the provided space.
Please also sign and complete the name and address portion below.*

I am in favor of against Zoning Request Z2018-20 as it is described herein.

Additional Comments (attach additional sheets as necessary): _____

Signature(s): _____

Printed Name(s): _____

Address: _____

City, State & Zip code: _____

Phone Number: _____

Existing Zoning Map



DCAD Property Map



LR
LOT1 LR
PUTNAM-HOFFMAN AMENDED ADDITION LR

C 27.1
C 28
C 24.2
C 29
C 30
C 24.1
C 1
C 2
C 7
C 10
C 11
C 12
C 14
C 15
C 16
C 17
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C 100

all R-5
R-5
R-5
R-5



EXHIBIT "A" (PAGE 2)

TOWN OF SEAGOVILLE

ROVE ESTATES 3RD INST. ADDITION
4-13-48 VOL. 12 - 235

SCALE OF 60 FT. = 1"

1ST 489

ABST
SHEET 1-A

HALL ST.

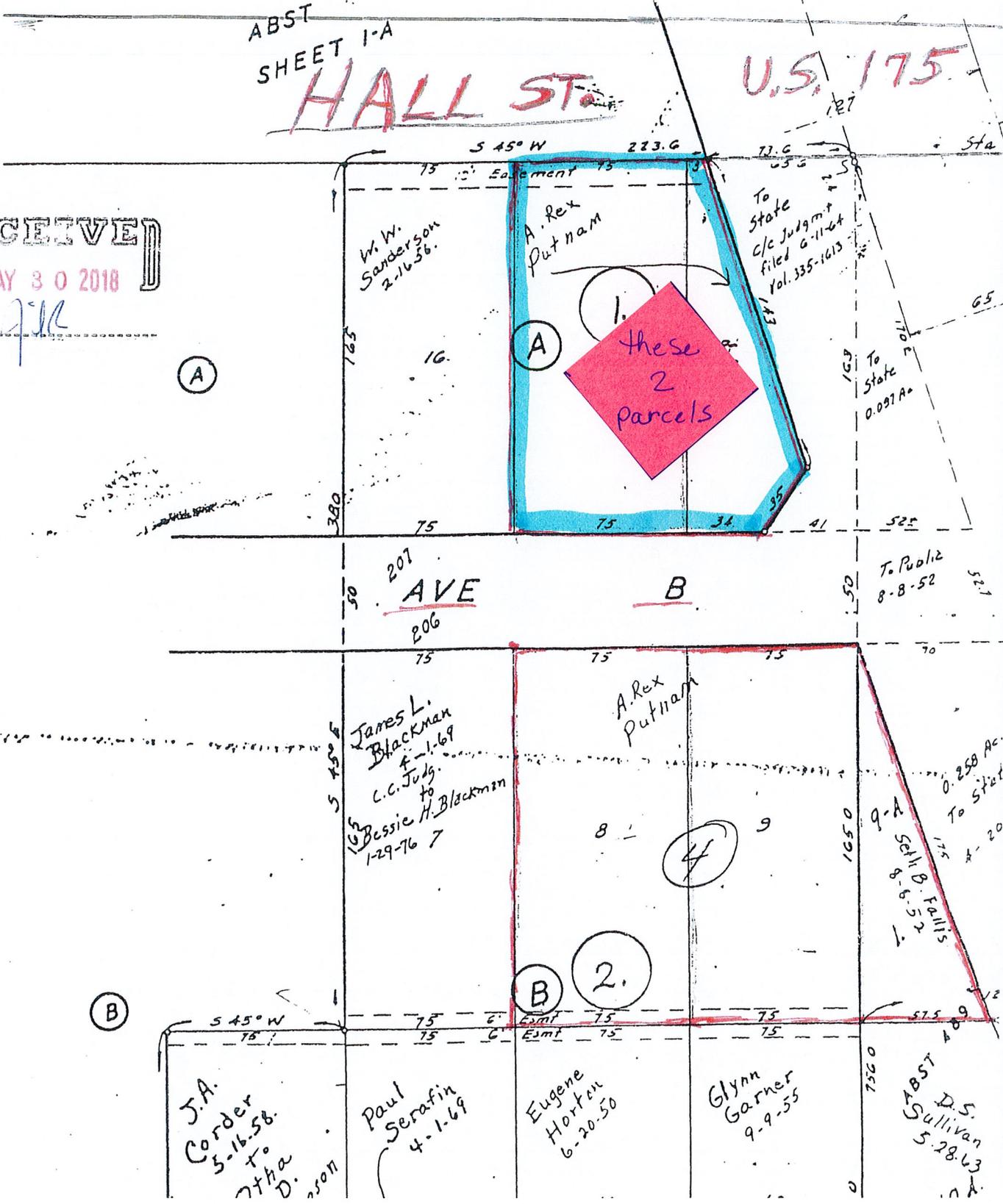
U.S. 175

RECEIVED
MAY 30 2018

BY: *JLK*

(A)

ESTATES TO SEAGOVILLE



W. W. Sanderson
2-16-56.

A. Rex Putnam

To State
C/c Judgment
filed 6-11-64
E.S. Vol. 335-1613

To State
0.097 Ac.

James L. Blackman
4-1-69
C.C. Judg.
to
Bessie H. Blackman
1-29-76

A. Rex Putnam

To Public
8-8-52

9-A
8-6-52
Fallis
To State
4-20

J.A. Corder
5-16-58
to
D. Sullivan
5-28-63

Paul Serafin
4-1-69

Eugene Horton
6-20-50

Glynn Garner
9-9-55

D.S. Sullivan
5-28-63

Property Owners List
Rezone of 209 and 211 Avenue B

Mailed out a total of 16 certified letters on Monday, September 10, 2018, before 12:00 noon

Subject or adjoiner?	Site Address	DCAD Account	Owner	Mailing Address 1	Address 2	City	State	Zip
Subject	209 Avenue B	500-485-000-101-70000	Jack H. Wilson	204 East Farmers Road		Seagoville	TX	75159-3010
Subject	211 Avenue B	500-485-000-101-80000	Jack H. Wilson	204 East Farmers Road		Seagoville	TX	75159-3010
Adjoiner	212 Hall Road	650-489-781-102-40200	Sahil Establishment LLC	212 Hall Road		Seagoville	TX	75159-5902
Adjoiner	208 Hall Road	650-489-781-103-10000	Rogers D. L. Corporation	5013 Davis Boulevard		North Richland Hills	TX	76180-6874
Adjoiner	208 Hall Road	650-489-781-102-90000	Sabeer LLC	5007 Richmond Road		Tyler	TX	75703-1221
Adjoiner	202 Hall Road	650-489-781-103-00000	Rogers D. L. Corporation	c/o Cardwell & Doss	P.O. Box 2323	Ponca City	OK	74602-2323
Adjoiner	117 Avenue B	500-485-000-101-20000	Edward L. Carroll	117 Avenue B		Seagoville	TX	75159-2903
Adjoiner	203 Avenue B	500-485-000-101-40000	Michael A. & Sally E. Roberts	806 North Kaufman Street		Seagoville	TX	75159-2934
Adjoiner	205 Avenue B	500-485-000-101-50000	Gary L. & Yvonne P. Carrier	205 Avenue B		Seagoville	TX	75159-2905
Adjoiner	207 Avenue B	500-485-000-101-60000	David K. & Marva R. Adkins	7910 County Road 3700		Murchison	TX	75778-2910
Adjoiner	202 Avenue B	500-475-000-200-50000	Richard Wayne Timm	202 Avenue B		Seagoville	TX	75159-2906
Adjoiner	204 Avenue B	500-475-000-200-60000	Priscilla Duncan	204 Avenue B		Seagoville	TX	75159-2906
Adjoiner	206 Avenue B	500-475-000-200-70000	Javier Gaona	206 Avenue B		Seagoville	TX	75159-2906
Adjoiner	208 Avenue B	500-475-000-200-80000	Jack H. Wilson	204 East Farmers Road		Seagoville	TX	75159-3010
Adjoiner	210 Avenue B	500-475-000-200-90000	Jack H. Wilson	204 East Farmers Road		Seagoville	TX	75159-3010
Adjoiner	212 Avenue B	500-475-000-200-90100	Jack H. Wilson	204 East Farmers Road		Seagoville	TX	75159-3010
Adjoiner								

Regular Session Agenda Item: 9

MEETING DATE: October 15, 2018

ITEM DESCRIPTION

Discuss and consider an Ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from the R-5, Residential Single Family, zoning district to the LR, Local Retail, on two (2) tracts of land being a combined total of approximately 0.4-acres of real property described as all of Lot 17 & part of Lot 18 Block A of Shady Grove Estates 3rd Inst. Addition, commonly referred to as 209 and 211 Avenue B, Seagoville, Dallas County, Texas, as described and depicted in attached Exhibit "A", which is attached hereto and incorporated herein; providing for the repealing of all ordinances in conflict; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date.

BACKGROUND OF ISSUE:

The applicants are requesting that the two (2) subject parcels be rezoned to the LR, Local Retail, zoning district. The request agrees with the 2002 Comprehensive Plan (Chapter 4 on Thoroughfare Plan, which was updated in 2009, and Chapter 5 on Future Land Use). The parcels are currently vacant and have been for several years. There are no plans to develop these lots at this time.

The adjoining lands to the west (and addressed on Hall Road) have all been zoned C, Commercial, since prior to 1978. More specifically, the lot immediately adjacent to the west has an existing gas station and convenience store that has been in operation for several years. Both land uses are allowed in the Local Retail and Commercial zoning districts.

The existing zoning, land uses, and relevant portions of the City's comprehensive plan are each referenced in the attached staff report.

FINANCIAL IMPACT:

No city funds will be used for this project.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

Prior to the Planning and Zoning Commission meeting on Tuesday, September 25, 2018, no (zero) property owners responded in writing or verbally for or against this request. No (zero) letters had been returned as undeliverable by the U.S. Postal Service. Two (2) property owners spoke against the request at the Planning and Zoning Commission meeting. Since the meeting, two (2) property owners responded in writing – one (1) in favor and one (1) against this request. No (zero) letters had been returned as undeliverable by the U.S. Postal Service.

The Commission voted three (3) to zero (0) in favor of recommending the approval of the request to change the current zoning on about 0.4-acres at 209 and 211 Avenue B (also known as all of Lot 17 & part of Lot 18 Block A of Shady Grove Estates 3rd Inst. Addition) from the R-5, Residential Single Family, zoning district to the LR, Local Retail, zoning district.

Staff is also in support of this application. We recognize that eventually all properties along U.S. Highway 175 are going to be zoned for some sort of business use.

EXHIBITS:

1. Ordinance

CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. ____-2018

AN ORDINANCE OF THE CITY OF SEAGOVILLE, DALLAS AND KAUFMAN COUNTIES, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM R-5 (RESIDENTIAL-5 SINGLE FAMILY) TO LR (LOCAL RETAIL) ON TWO (2) TRACTS OF LAND BEING A COMBINED TOTAL OF APPROXIMATELY 0.4-ACRES OF REAL PROPERTY DESCRIBED AS LOT 17 AND LOT 18, BLOCK A, OF SHADY GROVE ESTATES 3RD INST. ADDITION, COMMONLY REFERRED TO AS 209 AND 211 AVENUE B, SEAGOVILLE, DALLAS COUNTY, TEXAS, AS DESCRIBED AND DEPICTED IN EXHIBIT “A”, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE REPEALING OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1: That the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, is heretofore amended, be and the same is hereby amended by granting a change in zoning from R-5 (Residential Single Family-5) to LR (Local Retail) on two (2) tracts of land being a combined total of approximately 0.4-acres of real property described as Lot 17 and Lot 18, Block A, of Shady Grove Estates 3rd Inst. Addition, commonly referred to as 209 and 211 Avenue B, Seagoville, Dallas County, Texas, as described and depicted in Exhibit “A,” which is attached hereto and incorporated herein.

SECTION 2: That the land shall be used only for the purposes set out in accordance with the City of Seagoville’s Zoning Ordinance and all other ordinances, codes, and policies of the City of Seagoville, as amended.

SECTION 3: That all provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance, as amended, be hereby repealed and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4: That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance or the Comprehensive Zoning Ordinance as a whole, or any part or provision thereof, other than the part declared to be invalid, illegal, or unconstitutional.

SECTION 5: That any person, firm, or corporation violating, disobeying, neglecting, refusing to comply with, or resisting the enforcement of any of the provisions or terms of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, shall be subject to the same penalty of two thousand dollars (\$2,000.00) for each offense as provided for in the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended. Each and every day such a violation continues or is allowed to exist shall constitute a separate offense.

SECTION 6: 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 15th day of October, 2018.

APPROVED:

Dennis, K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

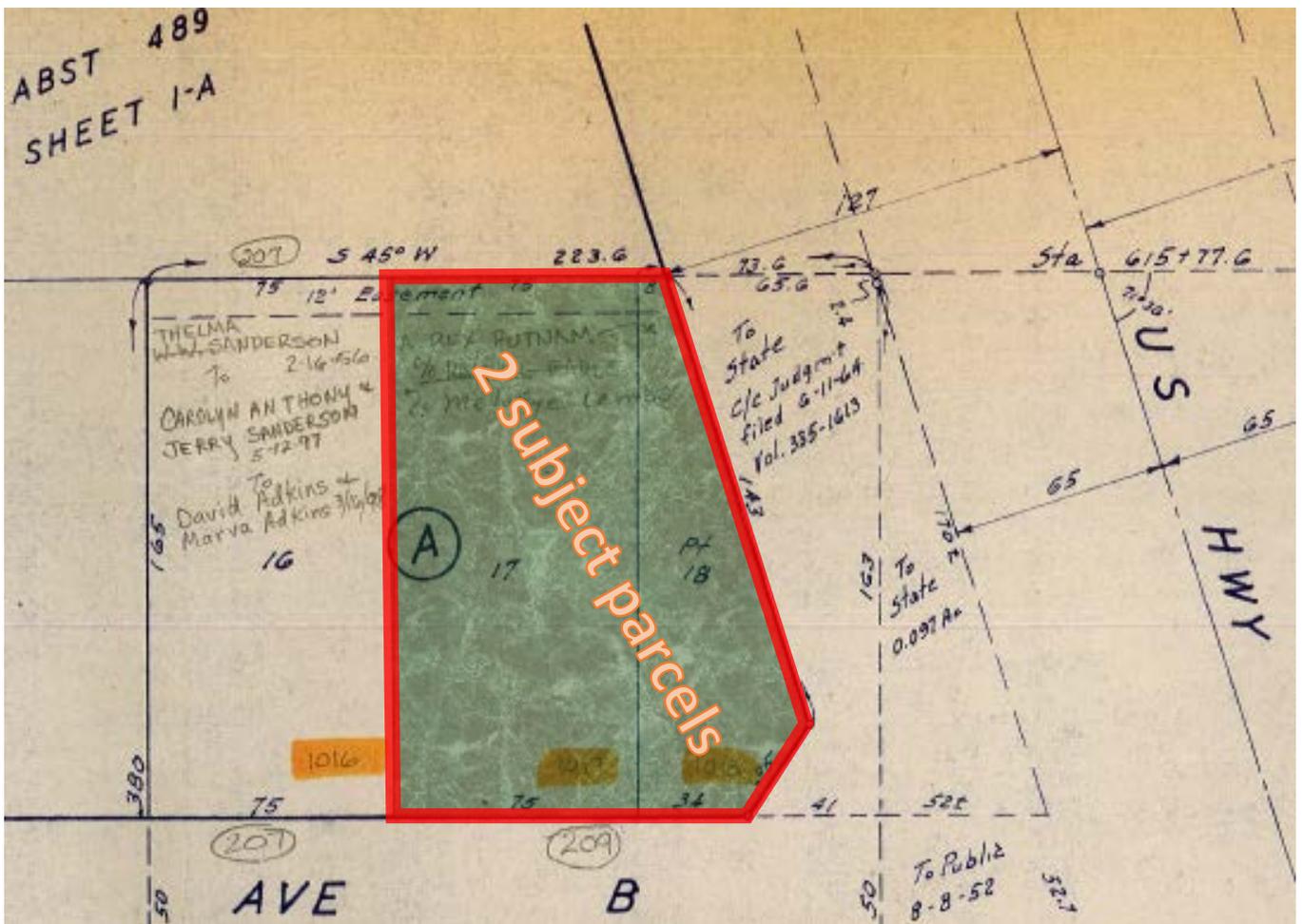
APPROVED AS TO FORM:

Alexis G. Allen, City Attorney
(/cdb 07/30/2018)

Exhibit A

Tract 1 - Lot 17, Block A of Shady Grove Estates Third Installment, an Addition to the City of Seagoville, Dallas County, Texas, and according to the map or plat thereof recorded in Volume 12 on Page 235 of the Plat Records of Dallas County, Texas, and being commonly referred to as 209 Avenue B, Seagoville, Dallas County, Texas.

Tract II - Lot 18, Block A of Shady Grove Estates Third Installment, an Addition to the City of Seagoville, Dallas County, Texas, and according to the map or plat thereof recorded in Volume 12 on Page 235 of the Plat Records of Dallas County, Texas, and being commonly referred to as 211 Avenue B, Seagoville, Dallas County, Texas.



Regular Session Agenda Item: 10

MEETING DATE: October 15, 2018

ITEM DESCRIPTION

Conduct a public hearing on a zoning request Z2018-20 to change the zoning on about 0.7-acres at 208, 210, and 212 Avenue B (also known as all of Lots 8 & 9 and part of Lot 9-A Block B of the Shady Grove Estate 3rd Inst. Addition) from the R-5, Residential Single Family, zoning district to the LR, Local Retail, zoning district.

BACKGROUND OF ISSUE:

The applicants are requesting that the three (3) subject parcels be rezoned to the LR, Local Retail, zoning district. The request agrees with the 2002 Comprehensive Plan (Chapter 4 on Thoroughfare Plan, which was updated in 2009, and Chapter 5 on Future Land Use). The parcels are currently vacant and have been for several years. There are no plans to develop these lots at this time.

Two (2) of the three (3) adjoining parcels to the east (and addressed on Avenue C) have all been zoned either LR (Local Retail) or C (Commercial) since prior to 1978. However, these lots all are still being used as residences and have been for several decades – as legal, non-conforming uses of the land.

The existing zoning, land uses, and relevant portions of the City's comprehensive plan are each referenced in the attached staff report.

FINANCIAL IMPACT:

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

PLANNING AND ZONING COMMISSION RECOMMENDATION:

Prior to the Planning and Zoning Commission meeting on Tuesday, September 25, 2018, no (zero) property owners responded in writing or verbally for or against this request. No (zero) letters had been returned as undeliverable by the U.S. Postal Service. Three (3) property owners spoke against the request at the Planning and Zoning Commission meeting. Since the meeting, two (2) property owners responded in writing – one (1) in favor and one (1) against this request. No (zero) letters had been returned as undeliverable by the U.S. Postal Service.

The Commission voted three (3) to zero (0) in favor of recommending the approval of the

request to change the current zoning of about 0.7-acres at 208, 210, and 212 Avenue B (also known as all of Lots 8 & 9 and part of Lot 9-A Block B of the Shady Grove Estate 3rd Inst. Addition) from the R-5, Residential Single-Family, zoning district to the LR, Local Retail, zoning district.

Staff is in support of this application. We recognize that eventually all properties along U.S. Highway 175 are going to be zoned for some sort of business use.

EXHIBITS:

1. Staff Report (10 pages)
2. 2017 aerial photograph from DCAD website
3. Dimensional reference map from DCAD website
4. Zoning map reference (dimensional map with zoning added)
5. Zoning application (5 pages)
6. Public hearing notice to newspaper
7. Public hearing notice to property owners within 200 feet
8. List of property owners within 200 feet of boundary of subject parcel



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

DATE: OCTOBER 15, 2018
AUTHOR: JENNIFER BONNER, JUNIOR PLANNER
APPLICANT: JACK WILSON
PARCELS: 500-485-000-20080000, 500-485-000-20090000, AND 500-485-000-20090100
LOCATION: 208, 210, & 212 AVENUE B (LOTS 8 & 9 AND PART OF LOT 9-A BLOCK B OF SHADY GROVE ESTATES 3RD INST. ADDITION)

REQUEST SUMMARY:

The applicant is requesting that the subject parcels (under the purple stars outlined in green on the map to the right) at 208, 210, and 212 Avenue B have their zoning changed to LR, Local Retail. These lots are directly across Avenue B from the previous public hearing item.

The three lots abut one another. Part of Lot 9-A was taken for highway right-of-way so the balance of that lot has frontage on both the eastbound service road as well as Avenue B. Lots 9 and 9-A both abut other property zoned C, Commercial, but that are actually being used as residences. Lot 8 abuts the R-5, Residential Single Family, zoning district along its entire perimeter.



REQUEST LOCATION: Inside City

SIZE OF PROJECT	EXISTING ZONING	SURROUNDING ZONING	EXISTING LAND USE	SURROUNDING LAND USE
About 0.7-acres	R-5, Single Family Residential	Northwest: R-5, Single Family Residential Southwest: R-5, Single Family Residential Northeast: R-5, Single Family Residential Southeast: C, Commercial	Low Density Residential	Northwest: Low Density Residential Southwest: Low Density Residential Northeast: Retail Southeast: Commercial

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Commission voted three (3) to zero (0) in favor of recommending the denial of the approval to change the current zoning on about 0.7-acres at 208, 210, and 212 Avenue B (also known as all of Lots 8 and 9 plus part of Lot 9-A Block B of the Shady Grove Estate 3rd Inst. Addition) from the R-5, Residential Single-Family, zoning district to the LR, Local Retail, zoning district.

Staff is in support of this application. We recognize that eventually all properties along U.S. Highway 175 are going to be zoned for some sort of business use.

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

COMPARISON TO ADOPTED CITY MASTER PLANS

STAFF ANALYSIS

PLAN GOALS OR GUIDELINES

2002 Comprehensive Land Use Plan and Map

The lots in the request (under the green star outlined in purple on the map to the right) is in an area that the Future Land Use Plan and Map shows to be Retail. The yellow areas to the south of the property are expected to become Low Density Residential.

At this particular location, the Land Use Plan calls for the first four (4) lots on this side of Avenue B to become Retail. The applicant only owns -and is requesting the change on - the first three (3) lots.

Meets Standard



2009 Master Street Plan and Map

The properties in the request are under the green star outlined in purple on the map to the right. Partial Lot 9-A has access to both the eastbound service/frontage road along U.S. Highway 175 (grey line) as well as residential street Avenue B. Lots 8 & 9 only has access onto Avenue B. No additional right-of-way will be required at this time.

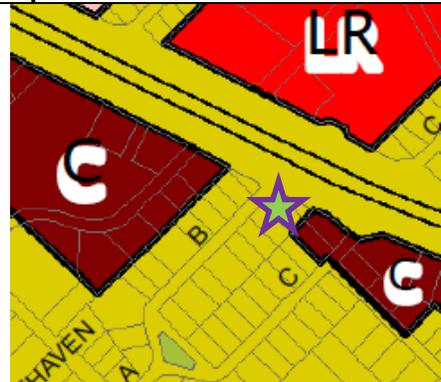
Meets Standard



2009 Zoning Plan and Map

The lots in the request (under the green star outlined in purple on the map) is in the R-5, Single Family Residential zoning district (mustard yellow color). The applicant is requesting that the lots be changed to the LR, Local Retail, zoning district (red color) to match the retail are shown across Highway 175. The light grey lines in the map to the right are the approximate parcel lines.

Meets Standard



REVIEW CRITERIA	STAFF ANALYSIS	
1. Will the use be designated, located, and operated so that the public health, safety, and welfare will be protected?	Yes	Seagoville city water is only available along Avenue B. Seagoville municipal sanitary sewer is available along both Avenue B and the highway frontage/service road. There is no planned development at this time to know if there is sufficient capacity to serve a specific land use on the site.
2. Will the land use be compatible with other area properties located nearby?	Yes	Two (2) of the lots adjacent to the southeast are zoned for a more intense (less restrictive use) than the requested zoning district of this parcel. The third currently abuts residentially-zoned property on all sides.

REVIEW CRITERIA	STAFF ANALYSIS	
3. Will the use be in compliance with all of the provisions of the Zoning Amendments portion of the Municipal Code?	Yes	The requirements for the change in zoning have been met.
4. Will the use be compliant with all applicable provisions in the Code for the district in which the use is to be located?	Yes	When the lots develop, the land's use will need to meet the requirements of their district. No development is planned at this time.
5. Will the use facilitate public convenience at that location?	Yes	All of the lots have access to existing public streets.
6. Will the use conform to off-street parking and loading requirements?	Yes	When the lots develop, the land's use will need to meet the requirements of their district. No development is planned at this time.
7. Are all of the ingress, egress, and pedestrian ways adequate?	Yes	The lots are currently vacant. There is no development is planned at this time.
8. Have safeguards limiting noxious or offensive emissions, including light, noise, glare, dust, and odor been addressed?	Yes	When the lots develop, these requirements will need to be addressed. No development is planned at this time.
9. Will the proposed landscaping and screening be compliant with all City regulations?	Yes	The parcels are currently in compliance. These items will be reviewed when the lot develops.
10. Will the signage be compliant with those portions of the Municipal Code?	Yes	There is no signage on the property. These items will be reviewed when the lot develops.
11. Will all open space(s) be maintained by the owner/developer?	Yes	The applicant is maintaining the property and will continue to do so. When the property develops, the owner/operator of the developed will be responsible for maintaining the site.
12. 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 lots are currently vacant. Individually the lots are not large enough to support a commercial land use, but together they provide sufficient space for some sort of small business use.
13. Will granting the permit be authorizing less than the minimum requirements in regards to height, area, setbacks, parking, or landscaping?	Yes	The lots are currently vacant. There is no development is planned at this time.
14. Have the provisions of the existing master thoroughfare plan been met to protect the public interest?	Yes	At this time there is sufficient right-of-way along both the U.S. Highway 175 frontage/service road as well as Avenue B. Avenue will need to be re-reviewed when development occurs.
15. 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. The subject lot is shown in an area to be Retail.
16. 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.
17. Have the provisions of any community facilities plan been met to protect the public interest?	N/A	Changing the zoning of parcels is not affected by the community facilities portion of any city Plan.

**STAFF REPORT
Z2018-20**

REVIEW CRITERIA	STAFF ANALYSIS	
18. 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. Changing the zoning of parcels does not affect the provisions of any city Plan.

Public Comments Received:

Besides the two (2) parcels in question, there are fourteen (14) adjoining properties, one (1) public street, and one (1) public highway within 200-feet of the boundary of the subject area. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Friday, September 7, 2018. A legal ad was also published per the Texas Local Government Code in the Thursday, September 6, 2018 edition of the Daily Commercial Record newspaper. Prior to the Planning and Zoning Commission meeting on Tuesday, September 25, 2018, no (zero) property owners had responded in writing for or against the request. No (zero) letters had been returned as undeliverable by the U.S. Postal Service. Three (3) property owners spoke at the Planning and Zoning Commission meeting. As of the date of this report, October 9, 2018, two (2) property owners responded in writing – one (1) in favor and one (1) against this request. No (zero) additional letters have been returned as undeliverable by the U.S. Postal Service. Any responses received after the emailing of the packet to the Council will be available for review at the meeting.

Other Staff Comments:

At the end of this Staff Report is a table that compares the types of land uses listed in the zoning code for each zoning district. Reference the table on top of the next page to determine which symbols depict land uses that would be permitted, prohibited, or require a special use permit in the land use table. The land use table is arranged by zoning district and then each district is listed alphabetically. Note: language in each of the “higher” (more intense) business districts specifies that the uses permitted in the “lower” zoning districts are allowed without being specifically listed each of those uses again.

Land Use Table Key:	Zoning District:
P = Permitted land use	R-5, Residential Single-family
S = Special Use Permit (SUP) required	O, Office
A blank box means that land use is <i>prohibited</i> in that zoning district.	LR, Local Retail
	C, Commercial

Type of Land Use	Zoning District			
	R-5	O	LR	C
Accessory buildings	P			
Addition of pre-packaged food or beverages sales to a retail or business already operating	S	S	S	S
Airport or airport facilities	S	S	S	S
Art gallery	P	P	P	P
Breezeway attaching accessory to the main building	P			
Carnival	S	S	S	S
Cemetery	S	S	S	S
Children’s home on 5 acres or more	S	S	S	S
Church or religious worship facility	P			
Circus	S	S	S	S
Commercial amusement, temporary	S	S	S	S
Community building on 3 acres or more	S	S	S	S
Concrete batching plant	S	S	S	S
Convalescent home on 5 acres or more	S	S	S	S
Daycare or nursery with fewer than four unrelated children	P			
Daycare or nursery with more than four unrelated children	S	S	S	S
Detached dwelling for servants employed on-site	P			
Dog kennels on farm of 5 acres or more	S	S	S	S
Drive-in theatre on 10 acres or more	S	S	S	S
Driving range	S	S	S	P

STAFF REPORT
Z2018-20

Type of Land Use	Zoning District			
	R-5	O	LR	C
Earth excavation	S	S	S	S
Educational institutions	S	S	S	S
Electrical public utility regulating station	S	S	S	S
Farm without on-site retail or wholesale business	P			
Fire station	P			
Garden without on-site retail or wholesale business	P			
Golf course without driving range	P			
Government use - local, county, state, federal	S	S	S	S
Gravel excavation	S	S	S	S
Greenhouse	S	S	S	S
Greenhouse without on-site retail or wholesale business	P			
Homes for narcotics on 20 acres or more	S	S	S	S
Homes for the alcoholic on 20 acres or more	S	S	S	S
Homes for the feeble-minded on 20 acres or more	S	S	S	S
Homes for the insane on 20 acres or more	S	S	S	S
Hospital on 5 acres or more	S	S	S	S
Kindergarten - public or private	S	S	S	S
Landing airfield or facilities	S	S	S	S
Library	P	P	P	P
Maternity home on 5 acres or more	S	S	S	S
Miniature golf course	S	S	S	P
Miniature train ride	S	S	S	S
Mixed-Use projects of private housing and shopping center on 3 acres or more	S	S	S	S
Museum	P			
Natural gas public utility regulating station	S	S	S	S
Neighborhood recreation center (swimming pool, social or hobby rooms)	P			
Normal household pets	P			
Nursery	S	S	S	S
Nursery school - public or private	S	S	S	S
Nursery without on-site retail or wholesale business	P			
Old people's home on 5 acres or more	S	S	S	S
Orchard without on-site retail or wholesale business	P			
Park	P			
Passenger train station	P			
Philanthropic institutions	S	S	S	S
Playgrounds	P			
Pony rides	S	S	S	S
Private carport and/or garage	P	P	P	P
Private school, equivalent to a public school	P	S	S	S
Public school (elementary through high school)	P	S	S	S
Public stable on 5 acres or more	S	S	S	S
Public utility - privately or publicly owned	S	S	S	S
Radio or television broadcasting stations	S	S	S	S
Radio or television broadcasting towers	S	S	S	S
Radio or television transmitter tower	S	S	S	S
Railway right-of-way and tracks, passenger station but not including railroad yards, team tracks or storage yards	P			
Religious institutions	S	S	S	S
Riding academy on 5 acres or more	S	S	S	S
Rock quarry	S	S	S	S
Rodeo	S	S	S	S
Sale of pre-packaged food/beverages, in combination, that exceeds 10% of an establishment's gross annual sales revenues	S	S	S	S

**STAFF REPORT
Z2018-20**

Type of Land Use	Zoning District			
	R-5	O	LR	C
Sand excavation	S	S	S	S
Sewage treatment plant	S	S	S	S
Single-family residence (detached)	P			
Telephone exchange without office, repair or storage facilities	P			
Temporary and seasonal sales establishment, such as flea market or produce stand	S	S	S	S
Temporary buildings to be used for construction purposes only	P			
Travel trailer park	S	S	S	S
Veterinary hospital on 5 acres or more	S	S	S	S
Water pumping plant	P			
Water supply reservoir	P			
Water tower or artesian well	P			
Wind energy conversion system (WEC)	S	S	S	S
Railway ROW & tracks, but no railroad yards, team tracks or storage yards	P			
Ambulance service		P	P	P
Architect or engineers' offices		P	P	P
Attorneys' offices		P	P	P
Business offices		P	P	P
Consultants' offices		P	P	P
Doctors' & dentists' offices		P	P	P
Equipment storage (no repairs)		P	P	P
Financial offices		P	P	P
General offices		P	P	P
Multi-family dwelling units		S	S	S
Personal services		P	P	P
Political offices		P	P	P
Professional offices		P	P	P
Real estate offices		P	P	P
Records warehousing & storage		P	P	P
Salesman's offices		P	P	P
Single-family dwelling units		S	S	S
Antique shop			P	P
Aquarium			P	P
Auto laundry inside a building without boiler, heating & steam-cleaning facilities			P	P
Auto repair garage - all work inside a building			P	P
Auto seat covering			P	P
Bakery, retail			P	P
Bank			P	P
Barber & beauty shop			P	P
Bicycle repairs without outside storage or display			P	P
Bird & pet shops, retail			P	P
Book or stationery store			P	P
Bowling alley - if air-conditioned & soundproofed			P	P
Brewpub			S	S
Camera shop			P	P
Candy shop			P	P
Caterer			P	P
Cleaning & pressing shops smaller than 6,000 square feet			P	P
Cleaning, dyeing & laundry station for receiving & delivery of articles only			P	P
Clothing - retail sales only			P	P
Convenience store or mini-mart between 1,000 & 5,000 square feet			S	S
Curtain cleaning shop smaller than 6,000 square feet			P	P
Department store			P	P
Drive-in for food, beverage, or other service			S	S

STAFF REPORT
Z2018-20

Type of Land Use	Zoning District			
	R-5	O	LR	C
Drive-in theatre			S	
Drive-through for food, beverage, or other service			S	S
Dying plant smaller than 6,000 square feet			P	P
Electric substation			P	P
Electrical goods, retail sales only			P	P
Electrical repairing - domestic equipment & autos, retail sales only			P	P
Event center in stand-alone building			S	
Exterminating company, retail			P	P
Feed store			S	
Film developing & printing			P	P
Fix-it shops without outside storage or display			P	P
Florist, retail sales only			P	P
Frozen food lockers, retail			P	P
Furniture repairs & upholstering, retail only without outside storage or display			P	P
Furniture store - retail			P	P
Gasoline/motor fuel sales			P	P
Gasoline/motor fuel sales, automated			P	P
Grocery store over 5,000 square feet			P	P
Hardware - retail sales only			P	P
Household & office appliances - retail			P	P
Household & office furniture - retail			P	P
Ice delivery station			P	P
Jewelry - retail			P	P
Job printing			P	P
Laundry - custom laundering & finishing smaller than 6,000 square feet without pickup or delivery			P	P
Letter & mimeograph shop			P	P
Meat market, retail sales only			P	P
Micro-brewery			S	S
Mortuary use in stand-alone buildings			S	
Motor raceway			S	
Moving picture theater			P	P
Novelty or variety shop			P	P
Nursery, retail sale of plants & trees			P	P
Office			P	P
Office building			P	P
Optical goods - retail			P	P
Outside display, new materials			P	P
Outside storage units			P	P
Paint - retail sales only			P	P
Parking lot without public garage for passenger cars & trucks			P	P
Pharmacy/drug store			P	P
Photographer's or artist's studio			P	P
Photographic supplies - retail			P	P
Piano & musical instruments, retail sales only			P	P
Plumbing shop without warehouse facilities, retail sales only			P	P
Portable storage units (PODs) - sales & storage			P	P
Public garage			P	P
Restaurant (dine-in only) over 4,000 square feet			P	P
Restaurant (dine-in only) smaller than 4,000 square feet			S	S
Restaurant (dine-in/convenience) over 4,000 square feet			P	P
Restaurant (dine-in/convenience) smaller than 4,000 square feet			S	S
Restaurant (fast food)			S	S
Restaurant (outdoor/patio dining)			S	S

**STAFF REPORT
Z2018-20**

Type of Land Use	Zoning District			
	R-5	O	LR	C
Restaurant (private club)			S	S
Retail sales			P	P
Retail store or shop for custom work or the making of articles on-site			P	P
Roller skating rink			S	
Rug cleaning shop, chemical type, smaller than 6,000 square feet with all operations inside a building			P	P
Sample room			P	P
Seamstress, dressmaker, or tailor			P	P
Seed store			P	P
Shoe repair shop, retail sales only			P	P
Sporting goods - retail sales only			P	P
Studio for the display & sale of glass, china, art objects, cloth & draperies			P	P
Studios, dance, music, drama, health massage & reducing			P	P
Taxi stand			P	P
Tobacco shop			S	S
Tool sharpening, retail only without outside storage or display			P	P
Toys - retail sales only			P	P
Used car lot			S	P
Walk-up for food, beverage, or other service			S	S
Wallpaper - retail sales only			P	P
Washateria where the customer can wash & handle his laundry			P	P
Wearing apparel including clothing, shoes, hats, millinery & accessories			P	P
Wedding services in stand-alone building			S	
Wholesale sales office			P	P
Wine-tasting room			S	S
Aquarium, wholesale				P
Artificial flower manufacture				P
Artificial limb manufacture				P
Auto painting				P
Auto upholstery				P
Automobile dealers				P
Automobile laundry				P
Awning manufacture, cloth, metal, wood				P
Bakery, commercial				S
Bar				S
Beer tavern				S
Book bindery				P
Book printing				P
Bottling works with or without syrup manufacture				P
Bowling alley				P
Bus & truck storage				P
Cabinet shop				P
Candy manufacture				P
Canvas awning manufacture				P
Car barns				P
Carpenter shop				P
Carpet cleaning - with dustproof room & dust-catching equipment				P
Carting, express, hauling or storage				P
Cement storage				P
Ceramic products smaller than 6,000 square feet				P
Cleaning & dry cleaning establishment over 6,000 square feet				P
Clothing manufacture				P
Cold storage plant				P
Commercial amusement				P

Type of Land Use	Zoning District			
	R-5	O	LR	C
Commercial colleges				P
Contractor's storage yard				P
Dance hall				S
Dog kennel				S
Dry goods, wholesale & storage				P
Dyeing plant over 6,000 square feet				P
Egg candling & grading				P
Electrical & neon sign manufacture				P
Electrical repairing				P
Electro-plating; electro-tying				P
Engraving plant				P
Envelope manufacture				P
Feed store, wholesale & storage				P
Florist, wholesale				P
Food products manufacture, wholesale				P
Frozen food lockers, wholesale				P
Furniture auction sales				P
Furniture repair & upholstering - wholesale				P
Handcraft shop smaller than 6,000 square feet				P
Hauling, light or heavy				P
Homes for narcotics				S
Homes for the alcoholic				S
Homes for the feeble-minded				S
Homes for the insane				S
Household goods, storage				P
Ice cream manufacture				P
Ice manufacture				P
Job printing & book printing				P
Laundry, commercial				P
Leather products manufacture				P
Lithographing				P
Loading or storage tracks				P
Loose-leaf book manufacture				P
Lounge				S
Lumberyard (building material)				P
Market - public				P
Mattress making & renovating without dust precipitating equipment				P
Milk depot, wholesale				P
Millinery manufacture				P
Mirror re-silvering				P
Motel				P
Motion picture studio, commercial films				P
Motorcycle repairing				P
Moving & storage company				P
Newspaper printing				P
Night club				S
Optical goods manufacture				P
Outside display, used materials				S
Outside storage, new materials				S
Outside storage, used materials				S
Outside storage of any material over 8-feet tall				S
Paint mixing, but no cooking or baking operations				P
Paper products & paper box manufacture				P

**STAFF REPORT
Z2018-20**

Type of Land Use	Zoning District			
	R-5	O	LR	C
Penal or correctional institutions for insane, feebleminded, liquor or narcotic				P
Photoengraving plant				P
Plastic products, molding, casting & shaping				P
Print shop				P
Printing equipment, supplies, repairs				P
Publishing company				P
Sale of manufactured homes on 3.5 acres or more				S
Sale of mobile homes on 3.5 acres or more				S
Schools - all types including trade & commercial colleges				P
Secondhand furniture				P
Seed store, wholesale sales & storage				P
Sheetmetal shop				P
Shoe store, wholesale sales & storage				P
Skating rink				P
Stone monument works - retail				P
Storage & sales of used auto parts & accessories without open storage or display				P
Storage of trucks, & gravel				P
Streetcar barns				P
Taxicab storage & repairs				P
Team tracks & unloading docks, railroads				P
Tire retreading & recapping				P
Tourist camp				P
Trade schools of all types				P
Transfer & baggage company				P
Travel center				S
Trunk manufacturing				P
Typesetting				P
Venetian blind manufacturing				P
Veterinary hospital				S
Warehouse, wholesale offices, sales & storage				P
Water distillation				P
Winery, boutique				S



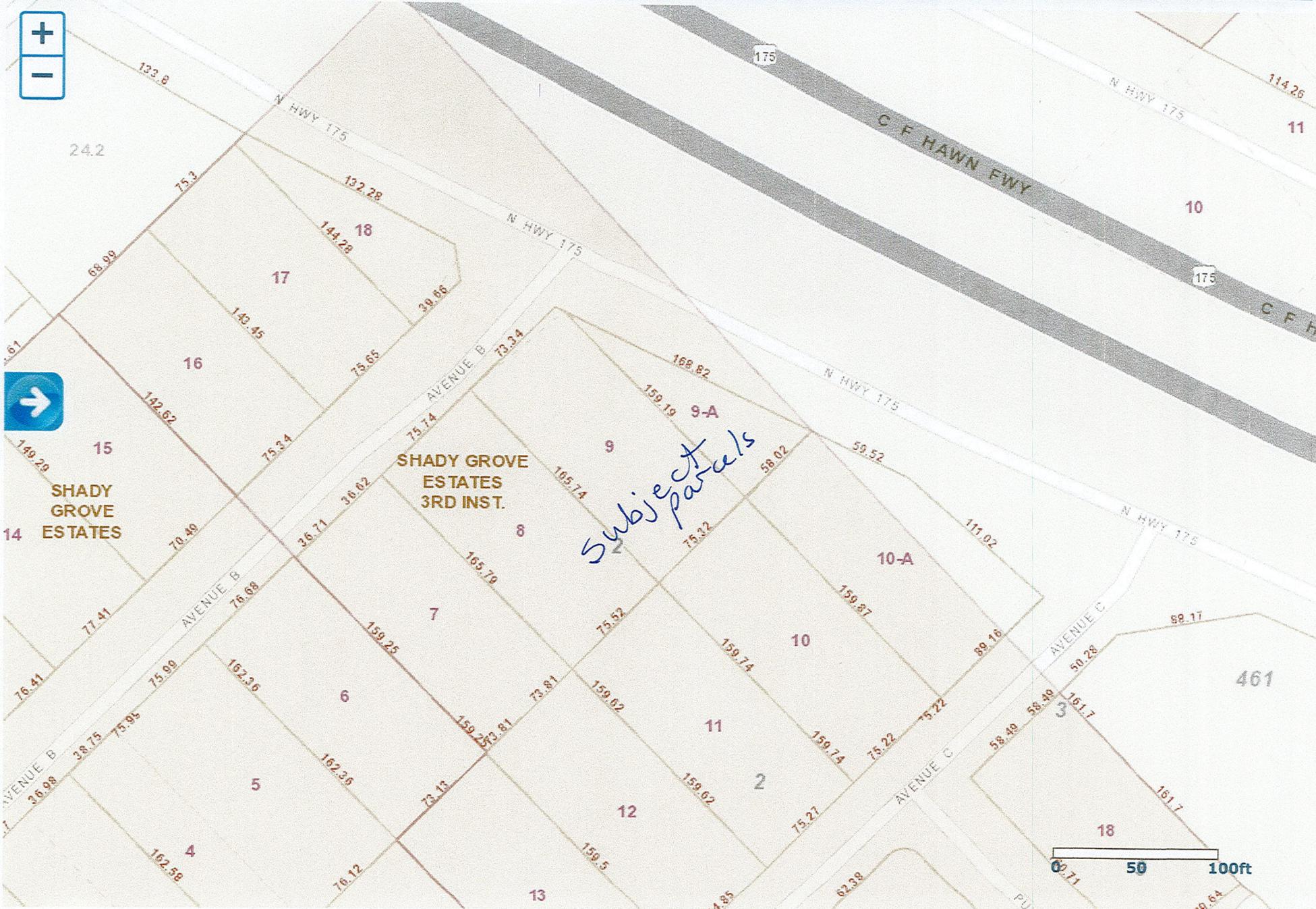
3
Subject
Parcels

Exhibit 2

Exhibit 3



DCAD Property Map



Subject parcels

Exhibit 3

Zoning Map

Exhibit 4



DCAD Property Map



PUTNAM-HOFFMAN AMENDED ADDITION LR

LOT LR

AVENUE B

SHADY GROVE ESTATES 3RD INST.

PUTNAM SMITH

all R-5

all R-5

all R-5

all R-5

R-5

R-5

Exhibit 4





ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: 9/11/18 City Council: 10/01/18
DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): _____

Application Type:

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

Name of Subdivision or Project: _____

Physical Location of Property: 208, 209, 210, 211, & 212 Avenue B
[General Location -- approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description):
Shady Grove Estates 3rd Inst. Addition
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: _____ Existing Zoning: R-5 Requested Zoning: LR
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: JACK H. WILSON Applicant or Owner? (circle one)

Contact Person: JACK H. WILSON Title: _____

Company Name: _____

Street/Mailing Address: 2045 FARMERS RD. City: SEAGOVILLE State: TX Zip: 75159

Phone: (972) 287-4700 Fax: (972) 287-2303 Email Address: _____
(214) 926-5354

Engineer / Representative's Name: _____

Contact Person: _____ Title: _____

Company Name: _____

Street/Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email Address: _____

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

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

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

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

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

Signed: Jack H. Wilson Title: OWNER Date: 8/9/18

SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, _____
[Month] [Year]

Notary Public in and for the State of Texas: _____

[seal] My Commission Expires On: _____

Office Use Only: Date Rec'd: 8/9/2018 Fees Paid: \$ _____ Check #: _____ Receipt #: _____
Zoning Case # 22018-19 Accepted By: [Signature] Official Submittal Date: 8/9/18

JACK H. AND LOLA WILSON
204 E. Farmers Road
Seagoville, Texas 75159

Office: 972-287-4700
Cell: 214-926-5354

September 19, 2018

Honorable Mayor and
Members of the City of Seagoville
City Council
702 N. Highway 175
Seagoville, Texas 75159

Honorable Chairman and
Members of the City of Seagoville
Planning and Zoning Commission
702 N. Highway 175
Seagoville, Texas 75159

Gentlemen:

Re: Zoning Case Z2018-19, 209 and 211 Avenue B, Seagoville, TX 75159

We request that you change the zoning on our two properties abutting the U.S. Highway 175 Service Road to "Local Retail." We would like to give you a little history with respect to these two properties.

In the 1950's (when the houses in Shady Grove Estates were constructed), U. S. Highway 175 was located at what is now Kaufman Street. In the early 1960's, the State of Texas condemned and cut a swath through part of Shady Grove Estates making room for the construction of the new U. S. Highway 175. We believe that the State of Texas, at that time, "effectively" zoned our two properties for business purposes.

The property on the West side of our properties is zoned "Commercial," and we are applying for "Local Retail" on the property we own on the East side of the subject property. If you drive down the West side of the U.S. Highway 175 Service Road from Stark Road (in the vicinity of the City Limits sign) to Rose Lawn Cemetery, you will note that our two properties are the only properties that are not zoned or used as "Local Retail" or "Commercial." We would hope that you would zone our two properties as other "similarly situated" properties are currently zoned.

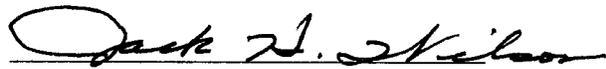
Honorable Mayor and
Members of the City of Seagoville
City Council and
Honorable Chairman and
Members of the City of Seagoville
Planning and Zoning Commission
September 19, 2018
Page -2-

We believe that the majority of the citizens of the City of Seagoville would be in favor of this request since we all pay a percentage of our local sales tax to the Seagoville Economic Development Corporation encouraging businesses to locate in Seagoville for the benefit of ALL our citizens, and we believe our two properties abutting the U.S. Highway 175 Service Road are “prime candidates” for certain businesses desiring to locate in the City of Seagoville.

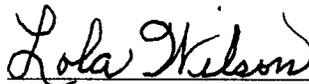
Additionally, we believe that if the properties are zoned for “Local Retail,” it would be beneficial to ALL our citizens, as said “Local Retail” usage would generate sales tax revenue, as well as increased taxable value of the properties, both benefiting the City of Seagoville as a whole.

Again, we respectfully ask that you honor our request and zone our two properties abutting the U.S. Highway 175 Service Road to “Local Retail.” However, if our request is rejected, as a citizen of the City of Seagoville, we would hope that each member of the Planning and Zoning Commission and the City Council who rejects our request would give us their reason for refusing to grant our zoning request.

Respectfully,



Jack H. Wilson



Lola Wilson

Tract I:

Lot 17 and 18, Block A, Shady Grove Estates Third Installment, an Addition to the City of Seagoville, DALLAS County, Texas, according to the map or plat thereof recorded in Volume 12, Page 235, of the Plat Records of DALLAS County, Texas.

Tract II:

Lot 8 and 9, Block B, Shady Grove Estates Third Installment, an Addition to the City of Seagoville, DALLAS County, Texas, according to the map or plat thereof recorded in Volume 12, Page 235, of the Plat Records of DALLAS County, Texas.

Tract IV: ;

Being a portion of Lot 9A of an unrecorded plat of Shady Grove Estates and being a tract out of land adjacent to the 3rd Installment of Shady Grove Estates Addn., an addition to the City of Seagoville, Dallas County, Texas, according to the Map thereof recorded in Vol. 12, Pg. 235 of the Map Records of Dallas County, Texas and described as follows:

Beginning at the NW corner of Lot 9, Blk B of Shady Grove Estates Addn, 3rd Inst. according to the plat in Vol. 12, Pg 235 Map Records, Dallas County, Texas;

THENCE in a Southeasterly direction along the SW R O W of US Highway 175, a distance of 174' to point for corner, said point being in the NW line of the D. S. Sullivan Tract;

THENCE in a Southwesterly direction 57.5', more or less to the East or SE corner of the hereinabove mentioned Lot 9, a point for corner;

THENCE in a Northwesterly direction along the NE line of said Lot 9, a distance of 165', more or less to the POINT OF BEGINNING.

RECEIVED
MAY 30 2018
BY: QIB

EXHIBIT "A" (PAGE 2)

TOWN OF SEAGOVILLE

SCALE OF 60 FT. E

ROVE ESTATES 3RD INST. ADDITION
4-13-48 VOL. 12 - 235

1ST 489

ABST
SHEET 1-A

HALL ST.

U.S. 175

RECEIVED
MAY 30 2018

BY: *J.R.*

(A)

W.W. Sanderson
2-16-56.

A. Rex Putnam

To State
c/o Judgmt
filed 6-11-64
Vol. 335-1613

To State
0.097 A.

ESTATES TO SEAGOVILLE

207
AVE
206

B

To Public
8-8-52

James L. Blackman
4-1-69
c.c. Judg.
to
Bessie H. Blackman
1-29-76 7

A. Rex Putnam

To State
0.258 A.

9-A
8-8-52
To State

(B)

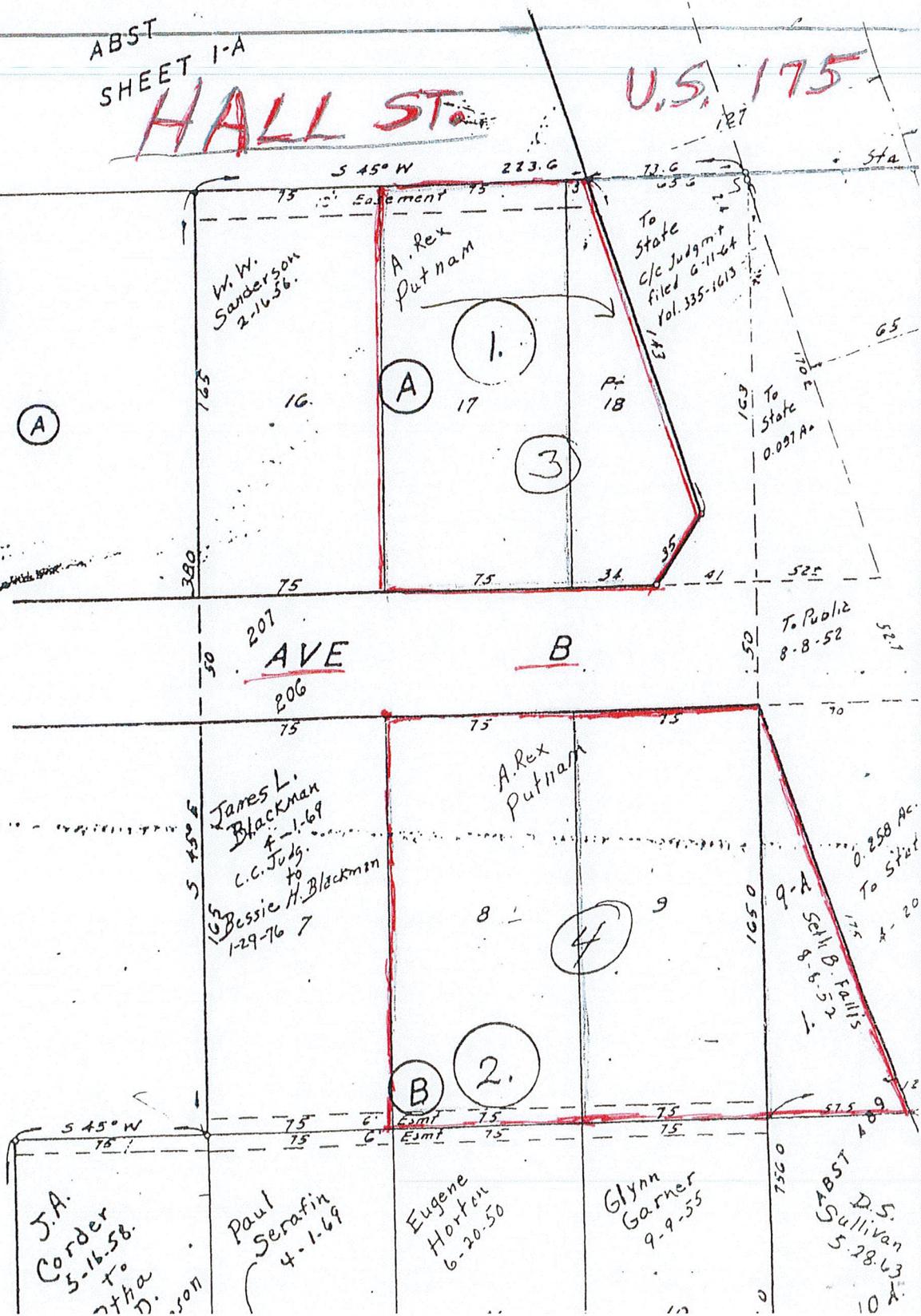
J.A. Corder
5-16-58.
To
D. Sullivan

Paul Serafin
4-1-69

Eugene Horton
6-20-50

Glynn Garner
9-9-55

D.S. Sullivan
5-28-63
10 A.





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

September 4, 2018

via email: notices@dailycommercialrecord.com
Daily Commercial Record
706 Main Street
Dallas, Texas 75202

Please publish the legal notice below in the September 6, 2018 issue of your newspaper. Please send the affidavit of publication to the ATTN: Kandi Jackson at the address above. If you need to contact Kandi, her office direct number is (972) 287-6819 and her email is citysecretary@seagoville.us Kandi's normal office hours are Monday through Friday from 8:00 AM to 5:00 PM.



**NOTICE OF PUBLIC HEARINGS
SEAGOVILLE PLANNING & ZONING COMMISSION AND CITY COUNCIL
ZONING CASE Z2018-20**

A public hearing will be held by the Seagoville Planning and Zoning Commission on Tuesday, September 25, 2018, at 6:30 PM in the City Council Chambers of the Seagoville City Hall building at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider changing the current zoning on approximately 0.7-acres being all of Lots 8, 9, and part of Lot 9A of Shady Grove Estates Third Inst. Addition (commonly known as 208, 210 and 212 Avenue B) from the R-5, Residential Single Family, zoning district to the LR, Local Retail, zoning district.

A public hearing will also be held by the Seagoville City Council on Monday, October 15, 2018, at 6:30 PM in the City Council Chambers of the Seagoville City Hall building at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider the recommendation from the Planning and Zoning Commission on this request.

All individuals may appear at the public hearings to state their opinions or may send a written notice prior to 4:30 PM on the day of each public hearing to Jr. Planner Jennifer Bonner at 702 North U.S. Highway 175; Seagoville, TX 75159.

CITY OF SEAGOVILLE
Kandi Jackson
City Secretary

Jennifer Bonner
Jr. Planner



September 5, 2018

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

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SEAGOVILLE PLANNING & ZONING COMMISSION AND CITY COUNCIL
ZONING CASE Z2018-20**

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A public hearing will also be held by the Seagoville City Council on Monday, October 15, 2018, at 6:30 PM in the City Council Chambers of the Seagoville City Hall building at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider the recommendation from the Planning and Zoning Commission on this request.

All individuals may appear at the public hearings to state their opinions or may send a written notice prior to 4:30 PM on the day of each public hearing to Jr. Planner Jennifer Bonner at 702 North U.S. Highway 175; Seagoville, TX 75159.

As an adjoining property owner, this is the first of 3 opportunities to voice your opinion about this project for the record. The second and third opportunities will be at each of the public hearings listed above.

*Please indicate your opinion in this matter by checking the appropriate box below.
Please provide any additional comments that you might have in the provided space.
Please also sign and complete the name and address portion below.*

I am in favor of against Zoning Request Z2018-20 as it is described herein.

Additional Comments (attach additional sheets as necessary): _____

Signature(s): _____

Printed Name(s): _____

Address: _____

City, State & Zip code: _____

Phone Number: _____

Zoning Map

Exhibit 4

DCAD Property Map

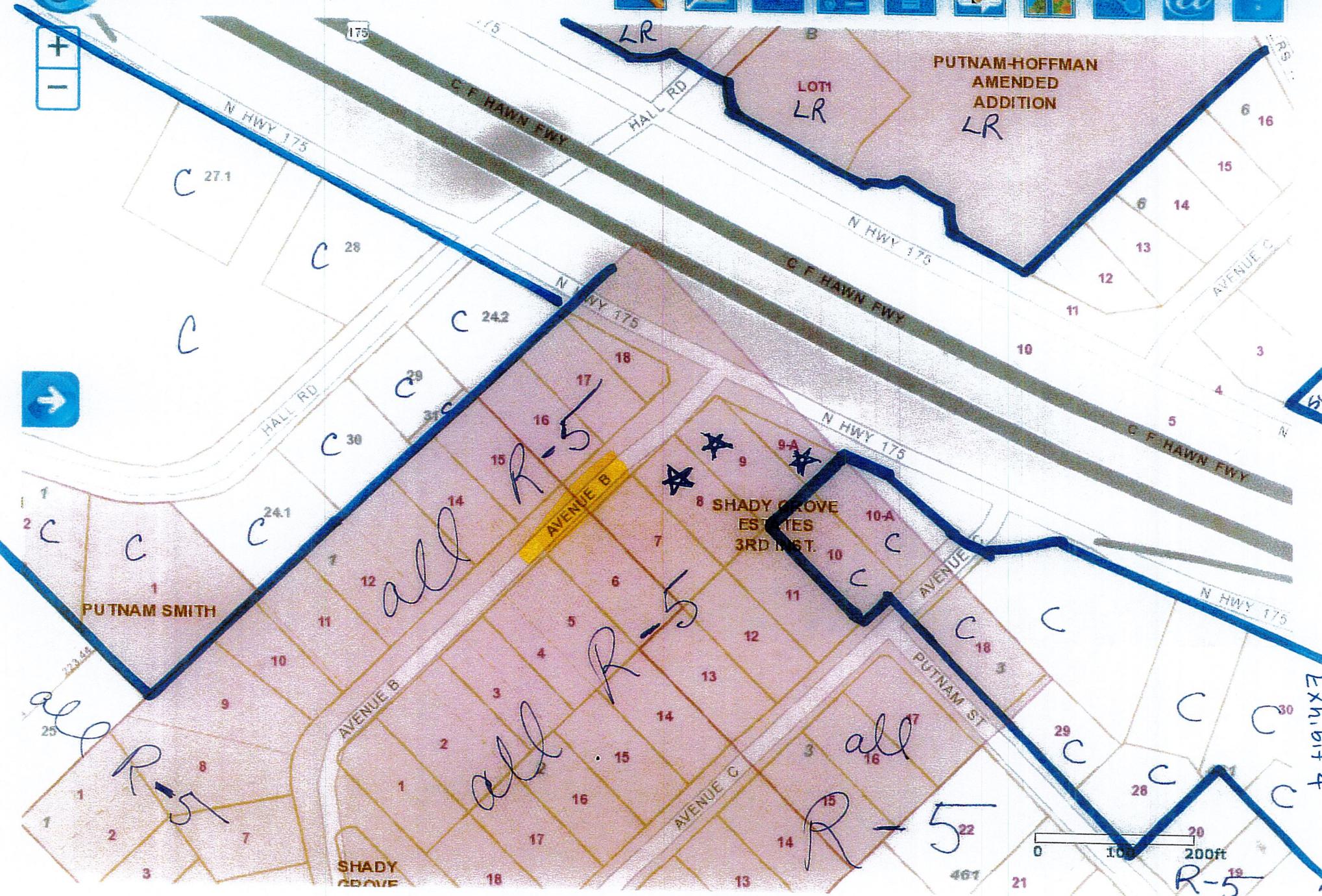


Exhibit 4

all R-5

all R-5

all R-5

all R-5

R-5

PUTNAM-HOFFMAN AMENDED ADDITION LR

LOT 1 LR

SHADY GROVE ESTATES 3RD INST.

PUTNAM SMITH

SHADY GROVE



**Property Owners List
Rezone of 208, 210, and 212 Avenue B**

Mailed out a total of 17 certified letters on Monday, September 10, 2018, before 12:00 noon

Subject or adjainer?	Site Address	DCAD Account	Owner	Mailing Address 1	Address 2	City	State	Zip
Subject	208 Avenue B	500-475-000-200-80000	Jack H. Wilson	204 East Farmers Road		Seagoville	TX	75159-3010
Subject	210 Avenue B	500-475-000-200-90000	Jack H. Wilson	204 East Farmers Road		Seagoville	TX	75159-3010
Subject	212 Avenue B	500-475-000-200-90100	Jack H. Wilson	204 East Farmers Road		Seagoville	TX	75159-3010
Adjoiner	202 Avenue B	500-475-000-200-50000	Richard Wayne Timm	202 Avenue B		Seagoville	TX	75159-2906
Adjoiner	204 Avenue B	500-475-000-200-60000	Priscilla Duncan	204 Avenue B		Seagoville	TX	75159-2906
Adjoiner	206 Avenue B	500-475-000-200-70000	Javier Gaona	206 Avenue B		Seagoville	TX	75159-2906
Adjoiner	203 Avenue B	500-485-000-101-40000	Michael A. & Sally E. Roberts	806 North Kaufman Street		Seagoville	TX	75159-2934
Adjoiner	205 Avenue B	500-485-000-101-50000	Gary L. & Yvonne P. Carrier	205 Avenue B		Seagoville	TX	75159-2905
Adjoiner	207 Avenue B	500-485-000-101-60000	David K. & Marva R. Adkins	7910 County Road 3700		Murchison	TX	75778-2910
Subject	209 Avenue B	500-485-000-101-70000	Jack H. Wilson	204 East Farmers Road		Seagoville	TX	75159-3010
Subject	211 Avenue B	500-485-000-101-80000	Jack H. Wilson	204 East Farmers Road		Seagoville	TX	75159-3010
Adjoiner	207 Avenue C	500-475-000-201-40000	Estate of Floyd D. Grimes	c/o Mary Grimes	207 Avenue C	Seagoville	TX	75159-2909
Adjoiner	209 Avenue C	500-475-000-201-30000	Max W. Noel	209 Avenue C		Seagoville	TX	75159-2909
Adjoiner	211 Avenue C	500-475-000-201-20000	Resident	211 Avenue C		Seagoville	TX	75159-2909
Adjoiner	213 Avenue C	500-475-000-201-10000	Gilberto A. Rodriguez & Lady Diana B. Jimenez	213 Avenue C		Seagoville	TX	75159-2909
Adjoiner	301 Avenue C	500-475-000-201-00000	Ricky C. & Donna E. Martin	301 Avenue C		Seagoville	TX	75159-2911
Adjoiner	301 Avenue C	500-475-000-201-00100	Patricia Davis	P. O. Box 870245		Mesquite	TX	75187-0245
Adjoiner								

Regular Session Agenda Item: 11

MEETING DATE: October 15, 2018

ITEM DESCRIPTION

Discuss and consider an ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from the R-5, Residential Single Family, zoning district to the LR, Local Retail, on three (3) tracts of land being a combined total of approximately 0.7-acres of real property described as Lot 8, Lot 9 & Lot 9-A Block B of Shady Grove Estates 3rd Inst. Addition, commonly referred to as 208, 210, and 212 Avenue B, Seagoville, Dallas County, Texas, as described and depicted in Exhibit "A", which is attached hereto and incorporated herein; providing for the repealing of all ordinances in conflict; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date.

BACKGROUND OF ISSUE:

The applicants are requesting that the three (3) subject parcels be rezoned to the LR, Local Retail, zoning district. The request agrees with the 2002 Comprehensive Plan (Chapter 4 on Thoroughfare Plan, which was updated in 2009, and Chapter 5 on Future Land Use). The parcels are currently vacant and have been for several years. There are no plans to develop these lots at this time.

The three lots abut one another. Part of Lot 9-A was taken for highway right-of-way so the balance of that lot has frontage on both the eastbound service road as well as Avenue B. Lots 9 and 9-A both adjoin lands to the east (and addressed on Avenue C) which have been zoned LR, Local Retail, or C, Commercial, since prior to 1978 but that are actually being used as residences. Lot 8 abuts the R-5, Residential Single Family, zoning district along its entire perimeter.

The existing zoning, land uses, and relevant portions of the City's comprehensive plan are each referenced in the attached staff report.

FINANCIAL IMPACT:

No city funds will be used for this project.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

Prior to the Planning and Zoning Commission meeting on Tuesday, September 25, 2018, no (zero)

property owners responded in writing or verbally for or against this request. No (zero) letters had been returned as undeliverable by the U.S. Postal Service. Three (3) property owners spoke against the request at the Planning and Zoning Commission meeting. Since the meeting, two (2) property owners responded in writing – one (1) in favor and one (1) against this request. No (zero) letters had been returned as undeliverable by the U.S. Postal Service.

The Planning and Zoning Commission voted three (3) to zero (0) in favor of recommending the approval of the request to change the current zoning on about 0.7-acres at 208, 210 and 212 Avenue B (also known as all of Lots 8 and 9 & part of Lot 9-A Block B of Shady Grove Estates 3rd Inst. Addition) from the R-5, Residential Single Family, zoning district to the LR, Local Retail, zoning district.

Staff is also in support of this application. We recognize that eventually all properties along U.S. Highway 175 are going to be zoned for some sort of business use.

EXHIBITS:

1. Ordinance

CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. ____-2018

AN ORDINANCE OF THE CITY OF SEAGOVILLE, DALLAS AND KAUFMAN COUNTIES, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM R-5 (RESIDENTIAL-5 SINGLE FAMILY) TO LR (LOCAL RETAIL) ON THREE (3) TRACTS OF LAND BEING A COMBINED TOTAL OF APPROXIMATELY 0.7-ACRES OF REAL PROPERTY DESCRIBED AS LOT 8, LOT 9 AND LOT 9A, BLOCK B, OF SHADY GROVE ESTATES 3RD INST. ADDITION, COMMONLY REFERRED TO AS 208, 210 AND 212 AVENUE B, SEAGOVILLE, DALLAS COUNTY, TEXAS, AS DESCRIBED AND DEPICTED IN EXHIBIT "A", WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR THE REPEALING OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

SECTION 1: That the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, is heretofore amended, be and the same is hereby amended by granting a change in zoning from R-5 (Residential Single Family-5) to LR (Local Retail) on three (3) tracts of land being a combined total of approximately 0.7-acres of real property described as Lot 8, Lot 9 and Lot 9A, Block B, of Shady Grove Estates 3rd Inst. Addition, commonly referred to as 208, 210 and 212 Avenue B, Seagoville, Dallas County, Texas, as described and depicted in Exhibit "A," which is attached hereto and incorporated herein.

SECTION 2: That the land shall be used only for the purposes set out in accordance with the City of Seagoville's Zoning Ordinance and all other ordinances, codes, and policies of the City of Seagoville, as amended.

SECTION 3: That all provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance, as amended, be hereby repealed and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4: That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance or the Comprehensive Zoning Ordinance as a whole, or any part or provision thereof, other than the part declared to be invalid, illegal, or unconstitutional.

SECTION 5: That any person, firm, or corporation violating, disobeying, neglecting, refusing to comply with, or resisting the enforcement of any of the provisions or terms of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, shall be subject to the same penalty of two thousand dollars (\$2,000.00) for each offense as provided for in the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended. Each and every day such a violation continues or is allowed to exist shall constitute a separate offense.

SECTION 6: 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 15th day of October, 2018.

APPROVED:

Dennis, K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney
(/cdb 07/30/2018)

Exhibit A

Tract I – Being Lot 8, Block B, of Shady Grove Estates Third Installment, an Addition to the City of Seagoville, Dallas County, Texas, and according to the map or plat thereof recorded in Volume 12 on Page 235 of the Plat Records of Dallas County, Texas, and commonly known as 208 Avenue B, Seagoville, Dallas County, Texas.

Tract II - Being Lot 9, Block B, of Shady Grove Estates Third Installment, an Addition to the City of Seagoville, Dallas County, Texas, and according to the map or plat thereof recorded in Volume 12 on Page 235 of the Plat Records of Dallas County, Texas, and commonly known as 210 Avenue B, Seagoville, Dallas County, Texas.

Tract III – Being Lot 9-A, described by metes and bounds as beginning at the NW corner of Lot 9, Block B Shady Grove Estates Addition, 3rd Inst. according to the plat in Volume 12 on Page 235 of the Plat Records of Dallas County, Texas; thence 174 feet in a southeasterly direction along the southwest ROW of U.S. Highway 175 to a point in the NW line of the D. S. Sullivan Tract; thence 57.5 feet, more or less, in a southwesterly direction to the east or SE corner of the hereinabove mentioned Lot 9 for a corner; thence 165 feet, more or less, along the NE line of said Lot 9 to the Point of Beginning, and being more commonly known as 212 Avenue B, Seagoville, Dallas County, Texas.

Regular Session Agenda Item: 12

Meeting Date: October 15, 2018

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the City Manager to purchase a 41' pre-lit Christmas Tree, in an amount not to exceed Fifty Three Thousand Seven Hundred Seventy Dollars and No Cents (\$53,770.00), providing for a repealing clause; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

Our current Christmas tree is approximately nine (9) years old and has some minor damage from a windstorm three (3) years ago that cannot be repaired without replacing portions of the tree. The current tree is not in production anymore and therefore replacing rings or the damaged portion is not an option.

Mayor Pro Tem Epps requested the purchase of a new Christmas tree for C.O. Bruce Park. Staff contacted The Décor Group, Inc. which is a member of BuyBoard on October 5, 2018. Brandon Stephens with The Décor Group, Inc. provided a quote for a 41' pre-lit Christmas tree at \$53,770.00. He also provided an estimate for a 50' pre-lit Christmas tree at \$98,644.00. The estimates include free shipping and delivery. It can be delivered by the second week in November provided Staff is directed to purchase the Christmas tree by Tuesday, October 16, 2018. This will allow for the new Christmas tree to be available for the annual Christmas tree lighting.

Staff discussed the possibility of a lease/rental with two Christmas tree distributors and found the cost to be between \$15,000 and \$35,000 per year. Based on the aforementioned information staff will recommend purchasing a new tree over a lease/rental agreement.

FINANCIAL IMPACT:

41' Christmas Tree w/lights \$53,770.00
50' Christmas Tree w/lights \$98,644.00

RECOMMENDATION:

Staff recommends purchasing a new Christmas tree with Contingency and Park Improvement Funds. Total w/lights \$53,770.00

EXHIBITS

Resolution
Quote from The Décor Group, Inc.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO PURCHASE A 41' PRE-LIT CHRISTMAS TREE, IN AN AMOUNT NOT TO EXCEED FIFTY THREE THOUSAND SEVEN HUNDRED SEVENTY DOLLARS AND NO CENTS (\$53,770), PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Décor Group is a company that sells Christmas Trees; and

WHEREAS, The Décor Group has provided estimates to the City of Seagoville for the delivery of a pre-lit Christmas Tree; and

WHEREAS, the City Council finds it in the best interest of the City to approve the purchase of a forty-one foot (41') pre-lit Christmas Tree with free delivery in an amount not to exceed fifty-three thousand seven hundred seventy dollars and no cents (\$53,770.00), and authorizes the City Manager to execute any agreement necessary to effectuate the purchase of the Christmas Tree;

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

SECTION 1. The City Council hereby approves the purchase of a forty-one foot (41') pre-lit Christmas Tree with free delivery in an amount not to exceed fifty-three thousand seven hundred seventy dollars and no cents (\$53,770.00), and authorizes the City Manager to execute any agreement necessary to effectuate the purchase of the Christmas Tree.

SECTION 2. That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. 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 in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 15th day of October, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY

Casey Fillmore

From: Brandon Stephens <Brandon@thedecorgroup.com>
Sent: Friday, October 05, 2018 10:18 AM
To: Casey Fillmore
Subject: Fw: 60' Tree Quote

Brandon Stephens

President
The Decor Group, Inc.

From: Brandon Stephens
Sent: Wednesday, October 3, 2018 2:41 PM
To: cfillmore@seagoville.com
Subject: 60' Tree Quote

Good afternoon, and thank you for your inquiry bout the 60' tree. As of today, I only have a 41' and a 50' in stock in our warehouse here in Irving, TX.

If you are shopping, be wary of tip counts and light counts...our trees are high-quality, all LED. Tip count adds to the thickness/fullness of the tree, and light counts make these trees awe-inspiring.

You can add rings and branches in 2-ft increments, but we are getting late in the year to order those in now, and we can add the extra footage next year if you would like.

~~41' tree--82,999 greenery tips, 38,500 lights--\$61,103--12%--\$53,770~~
~~50' tree--123238 greenery tips, 45,300 lights--\$112,096--12%--\$98,644~~

This price does not include installation, removal or storage. This is the purchase price, plus applicable taxes.

Since you are just down the road, I'll deliver it for free.

Feel free to call me at (806)441-1818.

Thanks,
Brandon

Brandon Stephens

President
The Decor Group, Inc.

Regular Session Agenda Item: 13

Meeting Date: October 15, 2018

ITEM DESCRIPTION

Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of a 2019 Chevrolet Tahoe police vehicle for an amount not to exceed Sixty Seven Thousand Eight Hundred Eighty Two Dollars and Fifteen Cents \$67,882.15 from Holiday Chevrolet; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The Police Department is requesting council's approval to purchase a new 2019 Chevrolet Tahoe complete with all necessary emergency equipment, communications equipment, departmental graphics, black and white paint scheme, camera system, computer system, radar unit and all other accessories. This vehicle will be added to our fleet of marked vehicles and utilized as a patrol vehicle.

This purchase will enhance our fleet of marked vehicles and take the place of one of our older Chevy Tahoe vehicles with high mileage, thus minimizing maintenance costs that are often associated with older higher mileage vehicles.

The quote for the purchase of this 2019 Chevy Tahoe, as well as the purchase of all emergency and necessary equipment, along with installation of all equipment is through (Holiday Chevrolet) obtained through Defender Supply on the Tarrant County Cooperative Purchasing Contract number (2016-006).

As a friendly reminder, when purchasing goods and services through a purchasing cooperative, such as the Tarrant County Contract all purchasing requirements have been satisfied without having to obtain three (3) competitive bids.

Vehicle breakdown of the purchase as follows:

- Vehicle 2019 Chevy Tahoe base price with standard equipment \$33,031.40
- Purchase and installation of all aforementioned emergency equipment, communications equipment, new Watch Guard 4RE camera system, computer equipment, new radar unit, black and white paint scheme, and departmental graphics \$34,850.75
- Total cost for the vehicle, all necessary equipment and installation of all equipment to include two-year vehicle inspection certificate: \$67,882.15

FINANCIAL IMPACT:

This requested purchase was presented to and approved through the 2018 / 2019 budget and financial meeting

RECOMMENDATION:

The Police Department recommends that Council approve this purchase to help us maintain a safe and reliable fleet of vehicles for our Patrol Division.

EXHIBITS

Resolution

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF A 2019 CHEVROLET TAHOE POLICE VEHICLE FOR AN AMOUNT NOT TO EXCEED SIXTY SEVEN THOUSAND EIGHT HUNDRED EIGHTY TWO DOLLARS AND FIFTEEN CENTS \$67,882.15 FROM HOLIDAY CHEVROLET; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council, in the FY 2018/2019 Police Department Budget authorized the purchase of one Chevrolet Tahoe police vehicle; and

WHEREAS, through the Tarrant County Cooperative Purchasing Contract number (2016-006), this item has been bid in accordance with all applicable bidding statutes and policies; and

WHEREAS, the City Council has determined that Holiday Chevrolet has met all bid specifications and is the lowest and most responsive bid.

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

SECTION 1. That the City Council hereby authorizes the purchase of one Chevrolet Tahoe police vehicle totaling \$67,882.15 from Holiday Chevrolet and authorizes the City Manager to disburse the funds.

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 15th day of October, 2018.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

RECOMMENDATION:

The Police Department recommends that Council approve this purchase to help ensure that all Detectives have reliable transportation.

EXHIBITS

Resolution

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF A 2019 FORD INTERCEPTOR SUV POLICE VEHICLE FOR AN AMOUNT NOT TO EXCEED THIRTY NINE THOUSAND SEVEN HUNDRED NINETY FOUR DOLLARS AND NO CENTS (\$39,794.00) PURCHASED FROM FIVE STAR FORD; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council, in the FY 2018/2019 Police Department Budget authorized the purchase of one unmarked Ford Interceptor police vehicle; and

WHEREAS, through the Tarrant County Purchasing Contract (# 2016-006), this item has been bid in accordance with all applicable bidding statutes and policies; and

WHEREAS, the City Council has determined that Five Star Ford has met all bid specifications and is the lowest and most responsive bid.

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

SECTION 1. That the City Council hereby authorizes the purchase of one 2019 Ford Interceptor SUV for the Criminal Investigations division at a total cost of \$39,794.00 from Five Star Ford and authorizes the City Manager to disburse the funds.

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 15th day of October, 2018.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

Regular Session Agenda Item: 15

Meeting Date: October 15, 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: 16

Meeting Date: October 15, 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: 17

Meeting Date: October 15, 2018

ITEM DESCRIPTION:

Recess into Executive Session in compliance with Texas Government Code:

(A)§ 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: Water Utilities Employees

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 18

Meeting Date: October 15, 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