



**SEAGOVILLE, TEXAS  
CITY COUNCIL SPECIAL MEETING AGENDA  
MONDAY, JULY 29, 2019**

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

**REGULAR SESSION – 6:30 P.M.**

**ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Mayor's Report**

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

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

- 1. Consider approving City Council Meeting minutes for July 15, 2019 and July 22, 2019 (City Secretary)**

**REGULAR AGENDA-**

- 2. General Fund Budget Workshop (Finance Director)**
- 3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an Agreement for Professional Engineering Services on a defined scope of services basis ("Agreement") with Halff Associates, Inc. for the purpose of providing surveying and engineering services for the East Simonds Road water line extension; authorizing the City Manager to sign; and providing an effective date (Utilities Director)**

**4. Discuss and consider a Resolution approving a Purchase and Sale Agreement substantially in the form attached hereto as Attachment "1" between the City and 175 Seagoville, LP, a Texas Limited Partnership, relating to the purchase by the City of two tracts of land totaling approximately 3.53± acres and being described as (1) a 87,122 square foot (2.00 acres) tract of land, John D. Merchant Survey, Abstract Number 850, and being more specifically described and depicted in Exhibit "A", and (2) an access easement over and across a 66,617 square foot (1.53 acres) tract of land, John D. Merchant Survey, Abstract 850, and being more specifically described and depicted in Exhibit "B" (collectively, the "property") for a purchase price not to exceed \$60,000.00 plus standard closing costs, and further authorizing the City Manager to take such further action and sign such documents as necessary to complete the purchase of said property; and providing an effective date (City Manager)**

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

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

**Adjourn**

Posted Friday, July 26, 2019 by 5:00 P.M.

Kandi Jackson  
Kandi Jackson, City Secretary




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

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

**DATES TO REMEMBER**

- **Monday, August 5, 2019 Regular City Council Meeting**
- **Monday, August 19, 2019 Regular City Council Meeting**
- **Monday, August 26, 2019 Special City Council Meeting**

# *Consent Session Agenda Item: 1*

**Meeting Date: July 29, 2019**

**ITEM DESCRIPTION:**

Consider approving City Council Meeting minutes for July 15, 2019 and July 22, 2019.

**BACKGROUND OF ISSUE:**

Approve City Council Meeting minutes for July 15, 2019 and July 22, 2019.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval.

**EXHIBITS:**

July 15, 2019 Work Session Minutes  
July 15, 2019 Regular Session Minutes  
July 22, 2019 Workshop Minutes



**MINUTES OF CITY COUNCIL  
WORK SESSION  
JULY 15, 2019**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, July 15, 2019, 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	Absent
Rick Howard	Councilmember	
Harold Magill	Councilmember	
Mike Fruin	Councilmember	

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

**A. Discuss Regular Session Agenda Items**

**1. Consider approving City Council Joint Meeting with Seagoville Economic Development minutes for July1, 2019 (City Secretary)**

*No questions.*

**2. Discussion concerning the public use of the facilities located at Bearden Park (Community Development Director)**

*Director of Administrative Services Brown stated we will move past this item.*

**3. Discuss and consider approval of a Resolution of the City Council of the City of Seagoville, Texas, approving an agreement for professional engineering services on a task order basis for preparation of all documents necessary to secure an annual on-call asphalt repair contract as set forth in Exhibit “1” and Exhibit “A” attached thereto, in an amount not to exceed Nineteen Thousand Dollars (\$19,000.00); authorizing the City Manager to execute said agreement; providing a repealing clause; providing for severability clause; and providing an effective date (Community Development Director)**

*Community Development Director Barr stated this Resolution will approve an agreement with Half Associates, Inc. for professional engineering services on a task order basis for preparation of all documents necessary to secure an annual on-call asphalt repair contract.*

**Adjourned at 6:35 p.m.**

**APPROVED:**

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

**ATTEST:**

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



**MINUTES OF CITY COUNCIL  
REGULAR SESSION  
JULY 15, 2019**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, July 15, 2019, 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	Absent
Rick Howard	Councilmember	
Harold Magill	Councilmember	
Mike Fruin	Councilmember	

The following staff members were also present: Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, 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.*

**Recognition – Officer Benavides** – *Police Chief Ray Calverley and Police Captain Davis presented Officer Benavides with a Meritorious Service Award for his efforts to save a life while off-duty.*

**Mayor’s Report** – *Mayor Childress thanked the Police Department for all their hard work and thanked Police Chief Calverley and Police Captain Davis for their leadership.*

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

*None.*

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

- 1. Consider approving City Council Joint Meeting with Seagoville Economic Development minutes for July1, 2019 (City Secretary)**

*Motion to approve City Council Joint Meeting with Seagoville Economic Development minutes for July 1, 2019 – Magill, seconded by Howard; motion passed with all ayes. 4/0*

**REGULAR AGENDA-**

- 2. Discussion concerning the public use of the facilities located at Bearden Park (Community Development Director)**

*Motion to table the discussion concerning the public use of the facilities located at Bearden Park until the next Council Meeting – Fruin, seconded by Epps; motion passed with all ayes. 4/0*

- 3. Discuss and consider approval of a Resolution of the City Council of the City of Seagoville, Texas, approving an agreement for professional engineering services on a task order basis for preparation of all documents necessary to secure an annual on-call asphalt repair contract as set forth in Exhibit “1” and Exhibit “A” attached thereto, in an amount not to exceed Nineteen Thousand Dollars (\$19,000.00); authorizing the City Manager to execute said agreement; providing a repealing clause; providing for severability clause; and providing an effective date (Community Development Director)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving an agreement for professional engineering services on a task order basis for preparation of all documents necessary to secure an annual on-call asphalt repair contract as set forth in Exhibit “1” and Exhibit “A” attached thereto, in an amount not to exceed Nineteen Thousand Dollars (\$19,000.00); authorizing the City Manager to execute said agreement; providing a repealing clause; providing for severability clause; and providing an effective date – Fruin, seconded by Magill; motion passed with all ayes. 4/0*

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

*Councilmember Magill thanked Staff on behalf of the citizens concerning Concorde Street.*

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

*None.*

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

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL  
WORKSHOP  
JULY 22, 2019**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, July 22, 2019, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

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

The following staff members were also present: City Manager Patrick Stallings, Police Captain Steve Davis, City Attorney Victoria Thomas, Finance Director Patrick Harvey, Senior Finance Accountant Gail French, Utilities Director Chris Ryan, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**A. Discuss water & sewer fund budget for FY 2020**

*City Manager Stallings stated the Finance Director Harvey and Utilities Director Ryan are here to present the water & sewer budget for FY 2020 and answer any questions. He also stated there will not be an increase in the water & sewer rate.*

*Finance Director Harvey presented the water & sewer budget for FY 2020. He stated there will not be an increase in the water & sewer rate at this time. He also explained there will be a rate study completed this fiscal year.*

*Utilities Director Ryan presented the smart water meters. He stated customers are able to view their usage from their cell phones or a computer. He also explained the efficiency of the smart water meters.*

*After some discussion, Council requested the rate study be completed after the installation of the smart water meters.*

**Adjourned at 7:16 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary

## *Regular Session Agenda Item: 2*

**Meeting Date:** July 29, 2019

**ITEM DESCRIPTION:**

General Fund Budget Workshop.

**BACKGROUND OF ISSUE:**

Patrick Harvey, Director of Finance to present considerations for FY 2020 General Fund Budget.

**FINANCIAL IMPACT:**

None

**EXHIBITS:**

General Fund Budget



**CITY OF SEAGOVILLE  
GENERAL FUND FINANCIAL SUMMARY**

	Actual 2017-2018	Adopted 2018-2019	Projected 2018-2019	Proposed 2019-2020
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**NOTE:**

**Proposed Use of Fund Balance**

Patrol Vehicle	128,444	-	-	126,246
Other FY Use of Fund Balance	-	340,093	225,093	316,431
New Fire Station	-	935,000	1,235,000	-
Toy Drive	175	-	160	-
Information Technology	13,876	-	-	-
Animal Services Vehicle	35,247	-	-	-
Street Equipment	157,614	-	-	112,515
CO Bruce Park Restroom Facility	-	-	89,600	-
Fire Station Study	5,500	-	-	-
Firefighting Equipment	91,675	-	-	17,774
Community Development Equipment	10,587	-	-	22,981
Security Equipment	10,355	-	-	-
Transfer to Street Maintenance	300,000	-	-	-
2019 Republic Storm Debris Pickup	-	-	64,000	-
Vehicle Replacement Fund	42,000	42,000	42,000	42,000
Laserfiche	-	-	-	-
Website Upgrade	-	-	-	-
Lien Overpayment Reimbursement	-	-	-	-
Acquisition of Quint Vehicle	-	-	-	-
Grant Funded Equipment - Police	79,865	-	-	-
Parks Equipment	-	-	-	14,198
Animal Services Roof Repair	-	-	-	4,000
Park Improvements at Central	-	-	-	400,000
Emergency Siren Replacement	5,300	25,000	60,615	25,000
Repayment of Loan for City Hall Roof Repair	42,524	47,470	47,470	3,750
<b>TOTAL</b>	<b>923,161</b>	<b>1,389,563</b>	<b>1,763,938</b>	<b>1,084,895</b>

	Adopted 2018-2019	Projected 2018-2019	Proposed 2019-2020
<b>Other FY Use of Fund Balance</b>			
Engine 1 refurbishment	32,500	32,500	-
Bunker gear safety equipment	3,000	3,000	-
Technical rope rescue gear	1,000	1,000	-
Animal Control facility interior lighting	6,550	6,550	-
Police vehicles	110,490	110,490	-
Police equipment (handguns, shotguns, rifles)	18,833	18,833	9,096
New detective computer	4,500	4,500	-
Plotter and ARCGIS software	17,795	17,795	-
City Hall LED Sign	100,000	-	100,000
Quality of Life Project	-	-	100,000
City Hall HVAC Replacement	-	-	50,119
Library Carpet Replacement	-	-	21,874
Transportation Shelter Concrete Pad	-	-	6,500
Building Inspection vehicle	30,425	30,425	28,842
Additional election	15,000	-	-
	<b>340,093</b>	<b>225,093</b>	<b>316,431</b>

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

	Actual 2017-2018	Adopted 2018-2019	Projected 2018-2019	Proposed 2019-2020
<b>REVENUES</b>				
<b>Property Taxes:</b>				
9010 Current ad valorem taxes	\$ 4,031,611	\$ 4,643,438	\$ 4,488,085	\$ 4,810,600
9020 Delinquent ad valorem taxes	213,850	59,000	59,000	59,000
9030 Penalty and interest	46,174	43,000	47,300	43,000
<b>Total Property Taxes</b>	<b>4,291,635</b>	<b>4,745,438</b>	<b>4,594,385</b>	<b>4,912,600</b>
<b>Sales and Use Tax:</b>				
9040 Sales tax (Prop tax alternative)	836,242	810,921	871,740	915,325
9120 Sales tax	1,672,485	1,621,842	1,743,480	1,830,655
9121 Mixed beverage tax	12,781	15,215	4,500	4,500
<b>Total Sales and Use Tax</b>	<b>2,521,508</b>	<b>2,447,978</b>	<b>2,619,720</b>	<b>2,750,480</b>
<b>Franchise Fees:</b>				
9100 Electric	424,029	385,000	425,000	425,000
9101 Gas	76,511	75,000	83,800	75,000
9102 Cable	35,885	36,000	36,000	36,000
9103 Telephone	42,161	40,000	40,000	40,000
9104 Sanitation	61,127	55,000	55,000	59,950
9108 PEG	31,038	12,000	11,500	11,500
9110 All Other	14,232	11,525	10,500	10,500
<b>Total Franchise Fees</b>	<b>684,983</b>	<b>614,525</b>	<b>661,800</b>	<b>657,950</b>
<b>Sanitation</b>	<b>1,044,430</b>	<b>954,350</b>	<b>1,011,610</b>	<b>1,117,550</b>
<b>Licenses, Permits and Fees</b>				
9230 Animal Shelter	180	-	-	-
9240 Inspection Fees	-	-	-	-
9241 Food Health Certificates	69,316	70,000	70,000	70,000
9242 Certificate of Occupancy	6,854	6,500	6,500	6,500
9244 Food Administrative Fee	14,025	14,700	14,100	14,000
9245 Beer and Wine Permit Fees	360	250	480	400
9246 Food Handler/Manager Certification	6,890	4,750	4,750	5,700
9250 Zoning and Plat Fees	16,237	6,500	15,000	13,000
9251 Parks Development Fee	10	-	40	-
9260 Ball Park Fees	-	-	-	-
9270 Court Admin Fees	1,051	750	750	750
9280 Culvert Fees	650	-	-	-
9303 Administrative Fee	259	250	150	150
9311 Building Permit Fees	170,643	200,000	352,100	360,000
9314 Subdivision Inspection Fees	171,149	-	3,300	-
9315 Fire Dept Permits	50,748	34,500	45,000	45,000
9320 Misc Permits	729	750	300	500
9330 Misc Licenses	15,880	11,500	12,500	14,950
9409 Court Online Fees	892	650	950	950
9760 Burglar Alarm Fees	10,013	7,000	10,000	10,000
9770 Tower Rental Fees	10,494	10,495	10,495	10,495
<b>Total Licenses, Permits and Fees:</b>	<b>546,380</b>	<b>368,595</b>	<b>546,415</b>	<b>552,395</b>

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

	<b>Actual 2017-2018</b>	<b>Adopted 2018-2019</b>	<b>Projected 2018-2019</b>	<b>Proposed 2019-2020</b>
<b>Court and Library Fines</b>				
9410 Court	243,792	225,000	245,000	230,625
9420 Library	3,044	2,500	2,750	2,500
<b>Total Fines</b>	<b>246,836</b>	<b>227,500</b>	<b>247,750</b>	<b>233,125</b>
<b>Grants and Gifts</b>				
9232 Toy Drive	51	-	160	150
9510 Senior Grants	28,865	33,500	33,500	33,500
9515 Senior Center Adm Reimbursement	19,876	5,000	10,000	10,000
9625 SEDC Capital Grant	-	100,000	-	200,000
9531 Capital Acquisition Grant	79,865	-	-	-
9532 SAFER Grant	-	-	-	145,749
9550 Senior Part. Contrib. Meals	4,181	4,000	4,000	4,000
	132,837	142,500	47,660	393,399
<b>Other</b>				
9610 Interest	27,050	13,000	25,000	25,000
9730 Misc	6,459	6,000	3,000	3,000
9740 Cash Over/Short	(37)	-	-	-
Insurance Recovery	-	-	6,880	-
	33,472	19,000	34,880	28,000
<b>Transfers</b>				
9111 Franchise - Water	74,826	74,826	74,826	74,826
9112 Franchise - Sewer	79,034	79,034	79,034	79,034
9615 Drainage Fund	27,600	27,600	27,600	27,600
9620 G&A Recovery W&S	198,444	198,444	198,444	198,444
	379,904	379,904	379,904	379,904
<b>TOTAL REVENUES</b>	<b>\$ 9,881,985</b>	<b>\$ 9,899,790</b>	<b>\$10,144,124</b>	<b>\$11,025,403</b>

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

	<b>Actual 2017-2018</b>	<b>Adopted 2018-2019</b>	<b>Projected 2018-2019</b>	<b>Proposed 2019-2020</b>
<b>Expenditures</b>				
City Council	\$2,076	\$9,450	\$2,600	\$9,450
City Manager	212,610	221,111	219,524	225,364
City Secretary	104,516	114,379	116,233	115,846
Information Technology	82,513	103,794	103,794	104,646
Human Resources	115,105	128,244	127,148	131,812
Finance	373,571	367,824	368,222	383,922
<b>General Government</b>	<b>\$890,391</b>	<b>\$944,802</b>	<b>\$937,521</b>	<b>\$971,040</b>
Police	\$2,012,604	\$2,155,240	\$2,130,337	\$2,324,164
Fire	1,714,929	1,860,266	1,877,444	2,133,885
EMS	164,080	167,362	167,362	167,362
Support Services	603,192	754,373	710,031	787,590
Animal Services	109,169	115,976	109,986	118,076
<b>Public Safety</b>	<b>\$4,603,974</b>	<b>\$5,053,217</b>	<b>\$4,995,160</b>	<b>\$5,531,077</b>
Municipal Court	\$ 164,852	\$ 170,800	\$ 169,225	\$ 174,344
Library	181,284	224,275	217,092	227,567
Senior Center	195,133	214,645	213,767	210,219
Sanitation	802,800	807,280	823,110	868,713
<b>Community Services</b>	<b>\$ 1,344,069</b>	<b>\$ 1,417,000</b>	<b>\$ 1,423,194</b>	<b>\$ 1,480,843</b>
Building Inspection and Services	\$ 344,439	\$ 410,175	\$ 416,507	\$ 558,207
Code Enforcement	184,818	187,386	173,482	194,990
Streets	317,441	325,862	368,572	373,413
Parks	259,247	257,165	235,134	239,919
Planning	85,291	96,428	92,254	102,041
<b>Community Development</b>	<b>\$ 1,191,236</b>	<b>\$1,277,016</b>	<b>\$ 1,285,949</b>	<b>\$ 1,468,570</b>
<b>Non-Departmental</b>	<b>\$351,024</b>	<b>\$391,055</b>	<b>\$401,450</b>	<b>\$382,130</b>
Quint Debt Service	\$ 72,000	\$ 72,000	\$ 67,054	\$ 67,500
Reserve for Capital Expenditures (PEG)	\$ 8,061	\$ 12,000	\$ 6,000	\$ 11,500
<b>Total Operations</b>	<b>\$8,460,755</b>	<b>\$9,167,090</b>	<b>\$9,116,328</b>	<b>\$9,912,660</b>
<b>Transfers</b>	<b>\$449,350</b>	<b>\$449,350</b>	<b>\$449,350</b>	<b>\$449,350</b>
<b>TOTAL OPERATIONS AND TRANSFERS</b>	<b>\$8,910,105</b>	<b>\$9,616,440</b>	<b>\$9,565,678</b>	<b>\$10,362,010</b>

**INCREASED SERVICE LEVELS**  
**General Government**  
**2020 BUDGET**

Department	No.	Title	Amount Requested	Recommended Ongoing Expenditures	Recommended One Time Use of Fund Balance	Bond Funded	On The List Ongoing (UNFUNDED)	On the List Use of Fund Balance (UNFUNDED)	
Fire	A1	Firefighter (Included as part of SAFER grant)	63,842					63,842	
	A2	Bunker Gear- Safety Equipment	3,000	3,000					01-2213-11-00 Safety Equipment
	A3	Replace 2000 model E-One with 2019 E-One eMAX Pumper on Typhoon Chasis	63,996					63,996	
	B	Training	3,000				3,000		
	C	Positive Pressure Vent Fans	11,646		11,646				01-4304-30-00 Fire Fighting Equipment
	D	ParaTech Rescue Struts	3,828		3,828				01-4304-30-00 Fire Fighting Equipment
	E	Small compact forcible entry tool	2,300		2,300				01-4304-30-00 Fire Fighting Equipment
	F	Replace firehouse software 2 user and upgrade for new station ERS unlimited user	4,112	4,112					01-3608-11-00 Software Support
	G	Hydrant GateValve	780					780	
	H	Increase to pay new Inspector Cody Lee @\$50/mo	600	600					01-1102-11-00
I	Increase Vehicle Maintenance for aging apparatus	5,000	5,000					01-2320-11-00	
Animal Services	A	Roof Repair	4,000		4,000				01-4201-30-00 BUILDING IMPROVEMENTS
	B	Animal Care Specialist Position	48,933				48,933		
Police	A	SRRG- Southern Regional Response Group 10% increase per year	750	750					01-3108-08-00 Regional Tactical Team
	B	2 Chevrolet Tahoe Marked police vehicles	62,500		62,500				01-4307-30-00 Capital Outlay Vehicles
		Equipment for Chev Tahoe vehicles	63,746		63,746				01-4307-30-00 Capital Outlay Vehicles
	C	2 Officer Positions	127,684	63,842			63,842		already added one position
		Officer Training and Supplies	11,364	5,682			5,682		already added
	D	Taser Replacement -6 Refurbished X-26	3,594		3,594				01-4002-30-00 Police Equipment
	E	Certificate Pay for Master Peace Officer License (7)@\$200x12 months	16,800				16,800		
	F	Traffic Enforcement Overtime	30,000				30,000		
	G	On-Call Incentive Pay Option 1- Low end annual rate	7,914				7,914		
	H	On-Call Incentive Pay Option 2- High end annual rate	8,243				8,243		
	I	2020 Chev Tahoe Unmarked	41,125					41,125	
J	2020 Dodge Charger V6 Unmarked	27,847					27,847		
K	5 AR15 Patrol rifles with add-on equipment	5,502		5,502				01-4002-30-00 Police Equipment	
Support Services	A	Annual Maintenance for new public safety radio system with GMRS	11,000	11,000					01-3608-17-00 Software Support
	A1	Vista Com/ Voice recorder maintenance agreement	174	174					01-3608-17-00 Software Support
	B	Surveillance Camera System	15,000					15,000	
	C	Communication Technician	53,077					53,077	
Information Technology	A	5% Increase for Civr Plus annual fees for Hosting, Support and Media Storage	352	352					01-3609-22-00 Network/Equip Maintenance
	B	FY 2020 Data Storage	500	500					01-3609-22-00 Network/Equip Maintenance
	C	Computer replacement program 10% increase	1,750				1,750		

**INCREASED SERVICE LEVELS**  
**General Government**  
**2020 BUDGET**

Department	No.	Title	Amount Requested	Recommended Ongoing Expenditures	Recommended One Time Use of Fund Balance	Bond Funded	On The List Ongoing (UNFUNDED)	On the List Use of Fund Balance (UNFUNDED)	
Community Development									
Bldg Inspections and Services	A	2020 Chev 1500 Silverado 4x2 Double Cab	28,842		28,842				01-4307-30-00 Capital Outlay Vehicles
	B	Fuel & Lubricants	1,000	1,000					01-2214-06-00 Fuel and Lubricants
	C	Veh Maintenance	1,000	1,000					01-2320-06-00 Vehicle/Equip Maintenance
	D	Replace HVAC system at City Hall	50,119		50,119				01-4201-30-00 BUILDING IMPROVEMENTS
	E	Replace carpet in hallway and Conference Room- City Hall	5,644					5,644	
	F	Replace carpet in the Library	11,097					11,097	
	G	Paxton Access Control, Power Supply, Paxton Cards	3,685					3,685	
	H	2020 Chev 1500 Silverado 4x2 Double Cab - Health Inspector Vehicle	28,842					28,842	
	H1	Fuel & Lubricants & Veh Maintenance \$1,000 each	2,000					2,000	
I	Health Inspector (\$80K Salary plus Benefits)	104,287	104,287						already added
Parks	A	John Deer Bunker and Field Rake	14,198		14,198				01-4320-30-00 Cap Outlay -Other Equipment
Streets	A	2020 Chev 4500 Silverado 4x2 Crew Cab	54,967					54,967	
	B	Veh Main for new truck for Streets	1,000					1,000	
	C	Fuel & Lubricants for new truck	1,000					1,000	
	D	BK Series Kracker	54,000		54,000				01-4320-30-00 Cap Outlay -Other Equipment
	E	Pro-Patch Asphalt Pothole Patcher Trailer	50,630		50,630				01-4320-30-00 Cap Outlay -Other Equipment
	F	Tire Disposal Service	10,000	10,000					01-3690-15-00 Other Contract Maintenance
	G	Stalker Radar	7,885		7,885				01-4320-30-00 Cap Outlay -Other Equipment
Planning	A	Trinity River Corridor Study	3,536	3,536					01-3120-09-00 Other Professional Fees
Code Enforcement	A	2 Flash CAM with starter Pack. Solar Power, High resolution, and motion triggered camera.	15,660		15,660				01-4320-30-00 Cap Outlay -Other Equipment
	B	D7x Maxxd 72" 10K Dump truck	7,321		7,321				01-4320-30-00 Cap Outlay -Other Equipment
Sanitation	A	County HHWaste Contract	1,433	1,433					01-3118-16-00 County HHWaste Contract
City Council	A	Flower Budget	2,000				2,000		
City Secretary	A	Public Notices	1,000	1,000					01-3301-03-00 Public Notices
	B	Service Awards	500	500					01-2155-03-00 Service Awards
	C	Printing and Binding	1,200	1,200					01-3304-03-00 Printing and Binding
Finance	A	Increase in Award Fees	140	140					01-3304-04-00 Printing and Binding
	B	Increase in County Appraisal Fees	3,500	3,500					01-3104-04-00 County Appraisal Fees

**INCREASED SERVICE LEVELS**  
**General Government**  
**2020 BUDGET**

Department	No.	Title	Amount Requested	Recommended Ongoing Expenditures	Recommended One Time Use of Fund Balance	Bond Funded	On The List Ongoing (UNFUNDED)	On the List Use of Fund Balance (UNFUNDED)
Nondepartmental	A	Leadership Seagoville	4,000	4,000				
Municipal Court	A	Equipment Rental- Increase funding for copiers due to increased volume in court	969	969				
Library	A	Texas Library Association Membership	125	125				
	B	Professional performers and presenters for Summer reading program	600	600				
	C	Replace carpet in library	21,874		21,874			
Senior Center	A	Transportation Shelter Concrete Pad -STAR transit to apply for funding also	6,500		6,500			
	B	Staff training- Revenue source provided by DAAA	500	500				
		STAR Transit- Transportation Services	1,438	1,438				
			<b>1,206,451</b>	<b>230,240</b>	<b>414,145</b>	<b>0</b>	<b>188,164</b>	<b>373,902</b>

- 01-3806-10-00 Leadership Seagoville
- 01-3703-12-00 Equipment Rental
- 01-3901-13-00 Dues and Memberships
- 01-3902-13-00 Meetings and Conferences
- 01-4201-30-00 BUILDING IMPROVEMENTS
- 01-4320-30-00 Cap Outlay -Other Equipment
- 01-3903-14-00 Education/Trng/Travel
- 01-3101-14-00 Contractual Expense

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

**Meeting Date: July 29, 2019**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an Agreement for Professional Engineering Services on a defined scope of services basis (“Agreement”) with Halff Associates, Inc. for the purpose of providing surveying and engineering services for the East Simonds Road water line extension; authorizing the City Manager to sign; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The E. Simonds Road water line extension is a 12-inch diameter water line extension approximately 3,800 feet along E. Simonds Road to provide water to the new fire station and future development in that area. Although the City staff will perform the work to construct the water line extension, state law requires the same must be engineered by a licensed professional. Halff Associates has provided a proposal for surveying and engineering services to design the E. Simonds Road water line extension in compliance with state law.

### **RECOMMENDATION:**

City staff recommends approval of the Agreement with Halff Associates for professional surveying and engineering services for the E. Simonds Road water line extension.

### **FINANCIAL IMPACT:**

\$36,500

### **EXHIBITS:**

Resolution  
Halff’s Standard Agreement for Professional Engineering Services  
Exhibit A, Proposed Scope of Work and Fee

**THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO. \_\_\_\_ -R-2019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS ("AGREEMENT") WITH HALFF ASSOCIATES, INC. FOR THE PURPOSE OF PROVIDING SURVEYING AND ENGINEERING SERVICES FOR THE EAST SIMONDS ROAD WATER LINE EXTENSION; AUTHORIZING THE CITY MANAGER TO SIGN; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council for the City of Seagoville, Texas desires to enter into an Agreement for the purpose of providing surveying and engineering services to design the E. Simonds Road water line extension; and,

**WHEREAS**, Halff Associates, Inc. has provided a proposal for purpose of providing surveying and engineering services to design the E. Simonds Road water line extension in the amount of \$36,500; and,

**WHEREAS**, the City Council for the City of Seagoville, Texas has reviewed the Contract and has determined it to be in the best interest of the City of Seagoville to enter into said agreement.

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

**SECTION 1.** The agreement attached hereto as Exhibit A, with Halff Associates, Inc., for surveying and engineering services related to the design of the E. Simonds Road water line extension, in an amount not to exceed \$36,500 (thirty-six thousand, five-hundred dollars) is approved, and the City Manager is authorized to execute the same on behalf of the City.

**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 29<sup>th</sup> day of July, 2019.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



July 10, 2019

Patrick Stallings  
Seagoville City Manager  
702 N Highway 175  
Seagoville, Texas 75159

**RE: E Simonds Road Water Line Extension (36854.001)  
Project Proposal**

Dear Mr. Stallings:

Halff is pleased to provide this proposal to provide professional engineering services to design a 12-inch diameter water line extension approximately 3,800 feet along E Simonds Road. Halff's proposed scope includes, design and preparation of construction documents, and construction administration assistance. The total proposed fee for these basic services is \$28,050. The proposal also includes contingency budgets for easement preparation and Subsurface Utility Engineering in the amount of \$7,200. Thus the total contract amount is \$36,500.00.

Attached to this letter are two originals of the following documents:

- Halff's Standard Agreement for Professional Engineering Services (four pages)
- Exhibit A, Proposed Scope of Work and Fee (four pages)

If these documents meet your approval, please sign the Standard Agreement and return a complete signed original to us for our records.

Please contact me if you have any questions of need any additional information.

Respectfully Submitted,  
HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "J Melcher", is written over a faint, larger version of the signature.

Jayson Melcher, PE  
Dallas Operations Manager

*Attachments (2)*

## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the City of Seagoville, Texas a municipal corporation, duly authorized to act by the City Council of said Client, hereinafter called "Client," and **Halff Associates, Inc.**, a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

### W I T N E S S E T H:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

I. **Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

II. **Services to be Performed by Engineer.** Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by an engineer to a municipal corporation. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. **Compensation** - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

IV. **Client's Obligations.** The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

V. **Termination of Work** - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

**VI. Ownership of Documents** - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

**VII. Notices.** Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

**VII. Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

**IX. Insurance.** Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of three years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. For coverage provided on a claims-made basis, Engineer agrees to use its best efforts to maintain this policy for a period of four (4) years after the cessation of any work for the Client or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

**X. Prompt Performance by Engineer.** All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

**XI. Client Objection to Personnel.** If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

**XII. Assignment and Delegation.** Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

**XIII. Jurisdiction and Venue** - This Agreement shall be administered under the substantive laws of the State Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in Dallas County, Texas.

**XIV. Integration, Merger and Severability** – This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**XV. Exclusivity of Remedies** – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article XIX. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

**XVI. Timeliness of Performance** - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

**XVII. Dispute Resolution.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

**XVIII. Signatories.** The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

**XIX. AGREED REMEDIES**

**A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.**

**B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER**

THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

XX. **WAIVER** - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

**IN WITNESS WHEREOF**, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF SEAGOVILLE, TEXAS, TEXAS

By:

  
Signature

By:

\_\_\_\_\_  
Signature

Jayson Melcher  
Printed Name

\_\_\_\_\_  
Printed Name

Dallas Operations Manager  
Title

\_\_\_\_\_  
Title

July 10, 2019  
Date

\_\_\_\_\_  
Date

## EXHIBIT A

### SECTION 1 – SCOPE OF SERVICES

#### **BASIC SERVICES, LUMP SUM TASKS**

##### GENERAL SCOPE OF SERVICES

The PROJECT extends the CITY OF SEAGOVILLE'S (CITY) water system along Simonds Road. The new water line will begin at the existing system at the intersection of Seagoville Road and E. Simonds Road and proceeding in a northwesterly direction along E Simonds Road to the intersection of E. Simonds road and E Farmers Road then progress to the far boundary line on the City of Seagoville's new firehouse property.

This Scope of Services and corresponding fee are based on:

1. Approximately 3800 linear feet of new water pipe and associated appurtenances (valves and hydrants).
2. The pipeline will be 12-inches in diameter.
3. According to Dallas County Central Appraisal District, Kaufman Street is situated within a variable width right-of-way ranging from approximately 20-feet to 40-feet within the Project limits.
4. The specifications and details to be used on the project will be the "Public Works Construction Standards North Central Texas" fifth Edition as Prepared by the North Central Council of Governments.

Increases in the quantity or capacity of infrastructure from the assumed bases will require modification to the PROJECT scope and/or fee.

#### A. TASK I – BASE MAPPING

##### 1. Base map preparation

A quality aerial image will be utilized for base maps for construction drawings as needed. Field survey is not anticipated for the Project, and thus the proposed fee excludes survey services.

#### B. TASK II – DESIGN PHASE

##### (1) 75% Phase.

- (a) Prepare 75% construction plans, including Cover Sheet, General Notes, Survey Control, Pipeline Plan Sheets, Standard Details, Special Details, and Traffic Control Plans. Pipeline Profile Sheets are not anticipated for the project.
- (b) 75% opinion of probable construction costs (OPCC)
- (c) Submit one full size set of the 75% plan set and OPCC to CITY for review.
- (d) Prepare and participate in one review meeting to receive and discuss CITY comments.

##### (2) 95% Phase.

- (a) Incorporate CITY review comments on the 75% submittal.
- (b) Prepare any additional sheets required that were not included in the 75% submittal phase

## EXHIBIT A

- (c) Revise 95% OPCC
  - (d) Submit one full size set of the 95 percent plan set, and OPCC to CITY for review.
  - (e) Prepare and participate in one review meeting to receive and discuss CITY comments.
- (3) Issued for Construction Documents.
- (a) Incorporate CITY review comments on the 95% submittal.
  - (b) Finalize, Seal, and submit three full size sets and one electronic file in pdf format on CD's.

### C. TASK III – BID PHASE SERVICES

- (1) No Services are anticipated for this phase. It is anticipated that the construction will be done by the City of Seagoville.

### D. TASK IV – CONSTRUCTION PHASE SERVICES

Construction Administration - These services are intended to assist the CITY verifying that work is in substantial compliance with the contract documents, and assisting the CITY in responding to the events that occur during construction. Administration Services as defined below.

- (1) Site Visits - Attend up to ten (10) site visits at the request of the CITY to observe progress, review requests for information or clarification of the contract documents for construction.
- (2) Completion of Record Documents - Prepare construction Record Documents based on information received from the CITY within thirty (30) days of substantial completion of construction and provide to CITY two sets of record drawings. These record documents are a compilation of the sealed engineering drawings for this PROJECT, modified by addenda and change orders, and information furnished by the CITY. Information shown in the record documents provided by the CITY, or others not associated with the design engineer, cannot be verified for accuracy or completeness. Record drawings and documents are to be delivered to the CITY OF SEAGOVILLE. Record Drawings shall include a set of paper hard copy reproducible drawings and electronic CAD files of Record Drawings as well as .pdf files.

## SPECIAL SERVICES, LUMP SUM UNIT RATE TASKS

The following tasks will only be performed if needed for the completion of the project and upon written approval from the CITY.

### A. TASK V – EASEMENT LEGAL DESCRIPTION AND EXHIBIT

On approval of the CITY, Halff will request right-of-entry, survey, render field notes and prepare additional individual parcel exhibits for new additional rights-of-way and/or easements needed for the PROJECT. Work shall include deed research, boundary corner search, boundary analysis, preparation of the exhibits and setting corner boundaries. Exhibits shall include a standard signed and sealed exhibit and a reprint of the boundary information on color aerial photography.

### B. TASK VI – LEVEL A SUBSURFACE UTILITY ENGINEERING

Perform Level A (vacuum excavation) subsurface utility engineering (SUE) services in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and

**EXHIBIT A**

Depiction of Existing Subsurface Utility Data". Up to eight (8) test holes will be performed on various subsurface utilities. An 8" x 8" test hole will be excavated to record the utility depth, then the hole will be backfilled and compacted, and the surface restored to its original condition. An iron rod with cap or "x-cut" will be set to mark the location of the test hole. HALFF will make a good faith effort to locate all utilities, but shall be compensated for work performed even if the utility is not located.

**SECTION 2. - EXCLUDED ENGINEERING SERVICES**

- A. Geotechnical Engineering
- B. Environmental and Archaeological Permits
- C. Cathodic protection;
- D. Materials Testing during construction;
- E. Preparation of abandonment documents for existing easements;
- F. Construction Phase survey services
- G. Provide full time onsite Project Representation during the construction phase period.
- H. Property acquisition services
- I. Base Mapping Field Survey
- J. Preparation and filing of plats

**SECTION 3 - COMPENSATION**

A. **BASIC SERVICES**

Compensation for BASIC SERVICES shall be paid by the CITY in the following lump sum amounts:

TASK I –BASE MAPPING	\$ 1,250.00
TASK II – DESIGN PHASE SERVICES	\$ 20,550.00
TASK III – BID PHASE SERVICES	\$ 0.00
TASK IV – CONSTRUCTION PHASE SERVICES	\$ 7,500.00
<b>TOTAL OF BASIC DESIGN SERVICES LUMP SUM TASKS</b>	<b>\$ 28,050.00</b>

ENGINEER shall submit monthly invoices for Lump Sum Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared for each individual task listed in Section 1.

B. **SPECIAL SERVICES**

Compensation for SPECIAL SERVICES, shall be based on the lump sum unit rates as follows:

TASK V – EASEMENT LEGAL DESCRIPTION AND EXHIBITS	
\$ 4,200 per parcel, One parcel(s) assumed	\$ 4,200.00
TASK VI – LEVEL A SUE	
\$ 1,500 per test hole, two test holes assumed	\$ 3,000.00
<b>TOTAL OF SPECIAL SERVICES, NOT TO EXCEED</b>	<b>\$ 7,200.00</b>

C. **TOTAL COMPENSATION**

The total compensation for the PROJECT will not exceed **\$36,500.00** without amending this agreement.

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

**Meeting Date:**               **July 29, 2019**

### **ITEM DESCRIPTION:**

Discuss and consider a Resolution approving a Purchase and Sale Agreement substantially in the form attached hereto as Attachment "1" between the City and 175 Seagoville, LP, a Texas Limited Partnership, relating to the purchase by the City of two tracts of land totaling approximately 3.53± acres and being described as (1) a 87,122 square foot (2.00 acres) tract of land, John D. Merchant Survey, Abstract Number 850, and being more specifically described and depicted in Exhibit "A", and (2) an access easement over and across a 66,617 square foot (1.53 acres) tract of land, John D. Merchant Survey, Abstract 850, and being more specifically described and depicted in Exhibit "B" (collectively, the "property") for a purchase price not to exceed \$60,000.00 plus standard closing costs, and further authorizing the City Manager to take such further action and sign such documents as necessary to complete the purchase of said property; and providing an effective date.

### **BACKGROUND OF ISSUE:**

In early 2018 the City became aware of a situation wherein a drainage pipe located behind residential property had broken loose and was contributing to the erosion of at least two (2) residential lots on Woodside Drive. The drainage from the pipe, in addition to heavy rains, is causing the backyards of these properties to erode to the point it is very close to potentially damaging the structures located thereon. While the City does have an easement that allows the City to access the area to view the situation and monitor the erosion, such easement (accompanied by the erosion) does not allow for heavy equipment to safely reach the damaged drainage pipe to repair and/or even maintain the same. Therefore, the City reached out to the property owners wherein the drainage pipe is located to attempt to gain access to evaluate and perform any necessary repairs. The property owners, 175 Seagoville LP, granted access for the City to evaluate the damage only and denied the City access to enter upon the property to perform any work.

Staff continues to monitor the area and determined the situation is almost to the point of being considered an emergency. Based on the foregoing, staff felt it was necessary to negotiate with 175 Seagoville LP to determine a reasonable cost for purchasing that portion of the property and an access easement that would permit the City to evaluate the situation, get the required equipment on the property, repair the drainage pipe, and provide continued maintenance.

Staff feels the purchase of this property is in the best interest of the City and recommends approval of the Purchase and Sale Agreement substantially in the form attached hereto as Attachment 1.

### **FINANCIAL IMPACT:**

\$60,000

### **EXHIBITS**

Resolution  
Purchase and Sale Agreement with Exhibits

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

**RESOLUTION NO. \_\_\_ - R - 2019**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE APPROVING A PURCHASE AND SALE AGREEMENT SUBSTANTIALLY IN THE FORM ATTACHED HERETO AS ATTACHMENT "1" BETWEEN THE CITY AND 175 SEAGOVILLE, LP, A TEXAS LIMITED PARTNERSHIP, RELATING TO THE PURCHASE BY THE CITY OF TWO TRACTS OF LAND TOTALING APPROXIMATELY 3.53± ACRES AND BEING DESCRIBED AS (1) A 87,122 SQUARE FOOT (2.00 ACRES) TRACT OF LAND, JOHN D. MERCHANT SURVEY, ABSTRACT NUMBER 850, AND BEING MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT "A", AND (2) AN ACCESS EASEMENT OVER AND ACROSS A 66,617 SQUARE FOOT (1.53 ACRES) TRACT OF LAND, JOHN D. MERCHANT SURVEY, ABSTRACT 850, AND BEING MORE SPECIFICALLY DESCRIBED AND DEPICTED IN EXHIBIT "B" (COLLECTIVELY, THE "PROPERTY") FOR A PURCHASE PRICE NOT TO EXCEED \$60,000.00 PLUS STANDARD CLOSING COSTS, AND FURTHER AUTHORIZING THE CITY MANAGER TO TAKE SUCH FURTHER ACTION AND SIGN SUCH DOCUMENTS AS NECESSARY TO COMPLETE THE PURCHASE OF SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City has determined the need to purchase the Property referenced herein for the purposes of constructing a stormwater drainage facility and to provide access thereto for performing maintenance and repairs; and

**WHEREAS**, the City Manager negotiated the Purchase and Sale Agreement between the City and 175 Seagoville, LP relating to the purchase by the City of property interests in two tracts of land totaling approximately 3.53± acres and being described as (1) fee simple title in an 87,122 square foot (2.00 acres) tract and (2) a permanent access easement over and across a 66,617 square foot (1.53 acres) tract of land, both being located in the City of Seagoville, Dallas County, Texas (collectively, the "Property") for a purchase price not to exceed \$60,000.00; plus standard closing costs for the purpose of constructing the stormwater drainage facility and providing access thereto for performing maintenance and repairs and

**WHEREAS**, the City Council has determined it is in the best interest of the City to approve a Purchase and Sale Agreement in substantially the form of Exhibit "A" hereto and further desires to authorize the City Manager to take such further action and sign such documents as necessary to complete the purchase of the Property;

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

**SECTION 1.** The Purchase and Sale Agreement between the City and 175 Seagoville, LP relating to the purchase by the City of two tracts of land totaling approximately 3.53± acres and being described as (1) 87,122 square foot (2.00 acres) tract and (2) access easement over and across a 66,617 square foot (1.53 acres) tract of land, both being located in the City of Seagoville, Dallas County, Texas (collectively, the “Property”) for a purchase price not to exceed \$60,000.00 plus standard closing costs is hereby approved and the City Manager is hereby authorized to take such other and further actions and to sign such documents, all on behalf of the City, as may be necessary to complete the purchase of the Property, including but not limited to authorizing and making the payment of the purchase price, closing costs, and other expenses from funds currently available that the City, as purchaser, is obligated to pay pursuant to a Purchase and Sale Agreement in substantially the form of that attached hereto as Exhibit “A.”

**SECTION 2.** 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 29<sup>th</sup> day of July, 2019.

**APPROVED:**

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Dennis K. Childress, Mayor

**ATTEST:**

---

Kandi Jackson, City Secretary

**APPROVED AS TO FORM:**

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Victoria Thomas, City Attorney  
(/cdb 07/23/2019 TM109686)

**ATTACHMENT "1"**  
**PURCHASE AND SALE AGREEMENT**

This **Purchase and Sale Agreement** ("Agreement") to buy and sell real property is entered between Seller and Purchaser as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Purchaser as parties to this Agreement and acknowledgement by Title Company of receipt of the Agreement.

**Seller:** 175 Seagoville LP, a Texas limited partnership  
Attn: \_\_\_\_\_  
3316 Grand Mesa Drive  
Plano, Texas 75025  
Telephone No.: (\_\_\_\_) \_\_\_\_\_  
Email: \_\_\_\_\_

**Seller's Attorney:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Telephone: (\_\_\_\_) \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Seller's Broker:** Thomas Slowbe  
Sphere Realty & Property Management  
304 Sonterra Boulevard  
Jarrell, Texas 76537  
  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Purchaser:** City of Seagoville, a Texas home rule municipality  
Attn: Pat Stallings, City Manager  
702 N. Hwy 175  
Seagoville, Texas 75159  
Telephone: (972) 287-2050  
E-mail: [pstallings@seagoville.us](mailto:pstallings@seagoville.us)

**Purchaser's Broker:** None

**Purchaser's Attorney:** Victoria W. Thomas  
Kevin B. Laughlin  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
500 N. Akard, Suite 1800  
Dallas, Texas 75201  
Telephone: (214) 965-9900  
Facsimile: (214) 965-0010  
E-mail: [vthomas@njdhs.com](mailto:vthomas@njdhs.com)  
[KLaughlin@njdhs.com](mailto:KLaughlin@njdhs.com)

**Title Company:** Town Square Title Company  
Attn: Jessica Barton, Escrow Officer  
310 N. 9<sup>th</sup> Street, Suite A  
Midlothian, Texas 76065  
Telephone: (972) 935-0800  
Facsimile: (972) 938-1045  
Email: [jbarton@townsquaretitle.com](mailto:jbarton@townsquaretitle.com)

**Property:** The "Property" is comprised of the following:

**Tract 1:** Being an indefeasible fee interest in an approximately 87,122 square foot (2.00 acres) tract of land out of the John D. Merchant Survey, Abstract Number 850, City of Seagoville, Dallas County, Texas, and being more specifically depicted described in **Exhibit "A"** attached hereto, together with any (i) strips and gores between said tract and abutting properties, (ii) land lying in or under the bed of adjacent streets, alleys, roads or rights of way, (iii) easements or rights of way appurtenant to or otherwise benefitting said tract, (iv) utility capacities, commitments, reservations and other rights and capacities (including but not limited to storm water detention rights) related to said tract, (v) all permits and approvals relating to said tract, (vi) all development rights relating to said tract, (vii) all rights to credits, refunds and reimbursements associated with said tract, (viii) all water and drainage rights associated with said tract, (ix) all reversionary rights related to said tract, and (x) all other rights and appurtenances of any kind related to said tract.

**Tract 2:** Being an access easement over and across a 66,617 square foot (1.53 acres) tract of land out of the John D. Merchant Survey, Abstract Number 850, City of Seagoville, Dallas County, Texas, and being part of a called 117.23 acre tract of land described in All Cash Warranty Deed to 175 Seagoville LP, as recorded in Instrument Number 20070272046 of the Official Public Records of Dallas County, Texas and being more specifically described and depicted in **Exhibit "B"** attached hereto.

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

**Earnest Money:** \$1000.00, to be delivered to the Title Company not later than the third (3rd) business day after the Effective Date, which amount shall be applied to the Purchase Price, and which, save and except \$100.00 (which shall constitute the non-refundable Option Fee) shall be refundable as provided in this Agreement.

**Option Fee:** \$100.00, being the non-refundable portion of the Earnest Money (which amount shall be non-refundable, except as may be otherwise expressly provided in this Agreement), but which shall be applied to the Purchase Price.)

**Closing Date** On or before thirty (30) days after the end of the Inspection Period, or other date mutually agreed to by the parties in writing or on the date to which the Closing Date is extended as authorized by this Agreement.

**Purchase Price:** Sixty Thousand and No/100 (\$60,000.00) Dollars Cash.

**Seller's Remaining Property:** A called 117.23 acre tract of land described in All Cash Warranty Deed to 175 Seagoville LP, as recorded in Instrument Number 20070272046 of the Official Public Records of Dallas County, Texas, SAVE AND EXCEPT the Property.

In consideration of the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Sale and Purchase.** Seller agrees to sell, and Purchaser agrees to purchase the Property as provided in this Purchase and Sale Agreement (“Agreement”) for the Purchase Price and subject to additional consideration set forth in this Agreement.

2. **Title and Survey.**

(a) Not later than fifteen (15) days after the Effective Date, Seller shall, at Seller’s expense, deliver or caused to be delivered to Purchaser:

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

(ii) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years for the Property and/or Seller’s Remaining Property;

(iii) the most recent survey and plat of the Property and/or Seller’s Remaining Property that Seller has in Seller’s possession. Seller shall not be required to obtain a new survey of the Property at Seller’s expense;

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

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

(b) Not later than thirty (30) days after the Effective Date hereof, Purchaser, at Purchaser’s sole cost and expense (even if the Closing does not occur), shall:

(i) have a survey (the “Survey”) of the Property prepared by a duly licensed Texas Registered Public Land Surveyor. The Survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any, and shall contain the surveyor's certification that there are no encroachments on the Property other than what are listed on the Title Report and shall set forth a metes and bounds description of the Property. Upon approval of the Survey by Seller and the Title Company, the legal descriptions contained in said Survey shall be used by the Parties as the legal descriptions contained in the Special Warranty Deed and all other documents related to this Agreement without the necessity of amending this Agreement. Notwithstanding the above, Seller shall deliver to Purchaser the most recent survey obtained by Seller with respect to the Property, and Purchaser may, at Purchaser’s sole option and expense, and in lieu of obtaining a new survey, obtain a certificate from a surveyor subject to approval of the Title Company certifying that no changes have occurred since the prior survey. Seller and Purchaser agree that notwithstanding the area of the Property that is determined by the Survey, there will be no adjustment in the Purchase Price. Purchaser shall

pay all costs and expenses in connection with any Survey or survey modifications or certificates obtained by Purchaser in connection with the Property, and such obligation of Purchaser shall survive any termination of this Agreement; and

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

(c) Purchaser shall, not later than ten (10) days after Purchaser's receipt of the last of the Survey and Title Commitment, notify Seller and Title Company of any objections to the Survey or Title Commitment related to the Property. If there are objections by Purchaser, Seller may, but shall not be required to attempt to satisfy them prior to Closing. Seller shall not be required to incur any cost in connection with the satisfaction of Purchaser's title objections. If Seller delivers written notice to Purchaser not later than the tenth (10<sup>th</sup>) calendar day after Seller's receipt of Purchaser's objections that Seller is unable to satisfy such objections, or if Seller does not deliver written notice to Purchaser prior to the expiration of such ten (10) day period stating that Seller will cure Purchaser's objections, Purchaser may either (i) waive such objections and accept title as Seller is able to convey, in which event, all matters set forth on the Title Commitment and Survey shall be deemed to have been approved by Purchaser and shall constitute "Permitted Exceptions" for purposes of this Agreement, or (ii) terminate this Agreement by written notice to Seller and the Title Company prior to the expiration of the Inspection Period without further liability to either Seller or Purchaser, except for obligations of Purchaser which survive termination of this Agreement.

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

(a) During the Inspection Period, Purchaser and its agents, employees, or contractors shall have the right to enter upon the Property during regular business hours upon reasonable notice to Seller and conduct such inspections, tests and studies as Purchaser may deem necessary; provided, any intrusive testing shall require the prior written consent of Seller, not to be unreasonably withheld. If for any reason Purchaser determines not to purchase the Property, Purchaser may terminate this Agreement by notifying Seller and Title Company in writing prior to the expiration of the Inspection Period. In such event, the Earnest Money shall be refunded to Purchaser and neither party shall have any further claim against the other under this Agreement, except for obligations of Purchaser which survive termination of this Agreement. If Purchaser does not timely terminate this Agreement under this Section 3, it shall have no further right to do so under this Section 3; and Purchaser shall have waived its right to terminate this Agreement within the Inspection Period.

(b) Purchaser may enter the Property to conduct its inspection, but shall be solely responsible for any damages caused thereby, and any claims arising therefrom. Purchaser shall restore any such damages within five (5) days after any entry on to the Property by Purchaser or any of its employees, agents, contractors or consultants. Purchaser shall be responsible for and shall pay all costs, liabilities, damages and expenses arising in connection with any entry on to or inspections of the Property by Purchaser or any of its employees, agents, contractors or consultants. Purchaser's obligations under this paragraph shall survive any termination of this Agreement.

4. **Closing.** The closing of the sale of the Property ("the Closing") shall occur on the Closing Date at the Title Company, or at such other time as may be agreeable to the parties unless extended as provided in Section 13, below.

5. **Closing Deliverables.**

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

(i) A Special Warranty Deed substantially in the form attached hereto as **Exhibit C**, conveying good and indefeasible title to the Property to Purchaser, free and clear of any and all encumbrances except the Permitted Exceptions;

(ii) The Permanent Access Easement Agreement, substantially in the form attached hereto as **Exhibit D** signed by Seller in recordable form;

(iii) such documents as may be reasonably required by Title Company in order to cause Title Company to issue a Texas owner's policy of title insurance (or equivalent) in the amount of the Purchase Price, insuring such title to Purchaser; and

(iv) possession of the Property, free of parties in possession, except for rights arising pursuant to the Permitted Exceptions.

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

(i) the Purchase Price;

(ii) the Permanent Access Easement Agreement signed by Purchaser in recordable form;

(iii) a boundary survey of Seller's Remaining Property; and

(iv) such other documents as may be reasonably required by the Title Company.

6. **Taxes.** Seller shall pay at or before Closing all ad valorem taxes, plus any penalties, interest, court costs, and attorneys' fees, if any, due on delinquent amounts not paid, for tax years prior to the year in which Closing occurs. In addition, Seller will pay at Closing the pro-rated amount of ad valorem taxes for the Property for the calendar year of Closing in accordance with Texas Tax Code §26.11. PURCHASER IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS AND EXEMPT FROM PAYMENT OF AD VALOREM TAXES ON PROPERTY OWNED BY IT FROM AND AFTER THE DATE OF ITS CONVEYANCE TO PURCHASER.

7. **Closing Costs.**

(a) Seller hereby agrees to pay and be responsible for the following closing costs, which amounts may be deducted from the Purchase Price notwithstanding anything in this Agreement to the contrary:

(i) All costs related to obtaining any release of mortgage, liens, or security interests on the Property, including the costs or preparation and recording of any related releases of liens;

(ii) Seller's attorney's fees, if any; and

(iii) Such other incidental costs and fees customarily paid by sellers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) Purchaser hereby agrees to pay and be responsible for the following closing costs:

(i) All fees and premiums for the Basic Owners Title Policy and any optional endorsements, deletions, and amendments to be issued by the Title Company;

(ii) The cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(iii) All fees for the Surveys described herein (if not paid outside of Closing);

(iv) The Title Company's escrow fee;

(v) Costs related to preparing and recording the Special Warranty Deed and the Restrictive Covenant;

(vi) All costs and expenses incurred by or on behalf of the Purchaser, including Purchaser's attorneys' fees; and

(vii) Such other incidental costs and fees customarily paid by purchasers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

8. **Permitted Exceptions.** The (i) lien for current taxes not yet due and payable, (ii) any matters shown on the Title Commitment which are promulgated by law to appear in any title insurance commitment or policy, and (iii) appropriate matters appearing on Schedule B of the Title Commitment that were not cured and to which Purchaser failed to object or otherwise waived objection shall be deemed to be Permitted Exceptions. Notwithstanding anything to the contrary herein, as a condition of Closing, Seller must resolve at Seller's sole cost the items that are listed on Schedule C of the Title Commitment which are by their nature Seller's responsibility, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Agreement, and use due diligence to cure the title and survey objections that Seller has agreed to cure.

9. **Representations and Covenants.**

(a) Seller represents and covenants that: (a) Seller has authority to enter into this Agreement, and that this Agreement represents the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms; (b) no other person has any interests in or claims against the Property (other than as reflected by the Title Commitment); (c) except as may be set forth in the documents delivered by Seller to Purchaser pursuant to Section 2(a), Seller has no actual knowledge of any uncured violation of applicable laws, rules, regulations, codes or ordinances with respect to the Property, nor of any existence, release or disposal of any toxic or hazardous substance or waste upon or affecting the Property, nor of any pending or threatened litigation affecting the Property; and (d) Seller will not hereafter encumber the Property.

(b) Purchaser represents that Purchaser has authority to enter into this Agreement and that this Agreement represents the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

The only representations made by any party concerning the Property and this Agreement are as set out in this Section 9 and Section 10. In no event shall either party be liable for any speculative, special, consequential or punitive damages. Seller shall have no liability to Purchaser with respect to any of the representations or warranties contained herein or confirmed at the Closing unless (i) written notice or demand with respect to the breach or alleged breach is given within one (1) year after the Closing, and (ii) suit is filed with respect to the breach or alleged breach of representation within two (2) years after the Closing. Subject to the foregoing limitations, the representations set forth in this Section 9 shall survive Closing.

10. **Property Sold As Is.**

(A) PURCHASER REPRESENTS THAT AS OF THE CLOSING DATE THAT IT:

(I) WILL HAVE FULLY INSPECTED, OR BEEN PROVIDED THE OPPORTUNITY TO INSPECT, THE PROPERTY; AND

(II) WILL HAVE MADE ALL INVESTIGATIONS AS IT DEEMS NECESSARY OR APPROPRIATE AND WILL BE RELYING SOLELY UPON ITS INSPECTION AND INVESTIGATION OF THE PROPERTY FOR ALL PURPOSES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE DETERMINATION OF THE CONDITION OF THE STRUCTURES, IMPROVEMENTS, SOILS, SUBSURFACE, DRAINAGE, SURFACE AND GROUNDWATER QUALITY, AND ALL OTHER PHYSICAL CHARACTERISTICS; AVAILABILITY AND ADEQUACY OF UTILITIES; COMPLIANCE WITH GOVERNMENTAL LAWS AND REGULATIONS; ACCESS; ENCROACHMENTS; ACREAGE AND OTHER SURVEY MATTERS AND THE CHARACTER AND SUITABILITY OF THE PROPERTY.

(B) PURCHASER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING PURCHASED AND WILL BE CONVEYED "AS IS" WITH ALL FAULTS AND DEFECTS, WHETHER PATENT OR LATENT, AS OF THE CLOSING.

11. **Remedies.** If Purchaser defaults, Seller's sole remedy shall be to terminate this Agreement and retain the Earnest Money. If Seller defaults, Purchaser may, as Purchaser's sole and exclusive remedy, either (i) seek specific performance, provided that a suit for specific performance must be brought within 90 days after Seller's default; or (ii) terminate this Agreement and receive a refund of the Earnest Money and Option Fee.

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

13. **Conditions of Closing:**

Closing on the sale of the Property shall be conditioned upon and subject to the following:

(a) **Permanent Access Easement Agreement:** The Parties signing the Permanent Access

Easement Agreement in the form substantially as set forth in **Exhibit "D"** attached hereto and incorporated herein by reference, which the Parties agree constitutes a part of the consideration to be conveyed by Seller to Purchaser in exchange for payment of the Purchase Price.

(b) **Survey of Seller's Remaining Property:** Purchaser delivering to Seller, at Purchaser's cost, a boundary survey of Seller's Remaining Property prepared, signed, and sealed by a Texas Registered Professional Land Surveyor,

14. **Miscellaneous.**

(a) **Entireties.** This Agreement contains the entire agreement of the parties pertaining to the purchase and sale of the Property.

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

(c) **Assignment.** Neither party may assign its rights under this Agreement without the prior written consent of the other party.

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

(e) **Effective Date.** The Effective Date of this Agreement shall be the date on which the following conditions have been satisfied:

(i) authorized representatives of the parties have signed this Agreement; and

(ii) a fully signed copy of this Agreement has been delivered to the Title Company and an acknowledgment of receipt executed by the Title Company.

(f) **Non-Business Day.** If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, or holiday, then the end of such period shall be extended to the next business day.

(g) **Brokers.** The parties acknowledge that Seller has been represented in this transaction by Thomas Slowbe as Seller's real estate broker, who shall be entitled to a brokerage commission of \$1,200.00 due and payable by Purchaser solely upon the Closing of the sale of the Property to Purchaser. Otherwise, the parties represent and warrant that they have not worked with any other broker relative to this transaction and that no other brokerage commission is due and payable upon the Closing. To the extent allowed by law, each party shall indemnify each other from any claim for brokers' commissions relative to the sale of the property and alleged to be due.

(h) **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.

(i) **Exhibits.** The exhibits attached to this Agreement are incorporated herein and made a part of this Agreement as if fully set forth herein.

(j) Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

(k) Law Governing. This Agreement shall be construed under and in accordance with the laws of the State of Texas; and venue for any action arising from this Agreement shall be in the State District Court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

(l) Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the Closing shall survive.

**(Signatures on Following Page)**

**SIGNED AND AGREED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**PURCHASER:**

**City of Seagoville, Texas**

By: \_\_\_\_\_  
Patrick Stallings, City Manager

**SIGNED AND AGREED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**SELLER:**

**175 Seagoville, LP, a Texas limited partnership**

By: Ren Hong Investments, LLC, a Texas limited liability company, its General Partner

By: \_\_\_\_\_  
Ren-Hong Lai, President & Director

**RECEIPT OF CONTRACT**

Title Company acknowledges receipt of a copy of this Agreement executed by both Purchaser and Seller on the \_\_\_ day of \_\_\_\_\_, 2019.

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

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

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

Town Square Title Company  
310 N. 9<sup>th</sup> Street, Suite A  
Midlothian, Texas 76065

**EXHIBIT A**  
**Boundary Description of Tract 1 of the Property**

**EXHIBIT OF A**  
**TRACT 1**  
**2.00 ACRES (87,122 SQUARE FEET)**  
**SITUATED IN THE**  
**JOHN D. MERCHANT SURVEY, ABSTRACT NUMBER 850**  
**CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS**

BEING a 2.00 acre tract of land situated in the John D. Merchant Survey, Abstract Number 850, City of Seagoville, Dallas County, Texas, and being part of a called 117.23 acre tract of land described in All Cash Warranty Deed to 175 Seagoville LP, as recorded in Instrument Number 20070272046 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

**BEGINNING** at 1/2-inch found iron rod with cap stamped "RPLS 5239" for the south corner of said 117.23 acre tract, the east corner of Lot 6, Block 12-A of Brook Valley No. 7, Phase 1, an addition to the City of Seagoville, Dallas County, Texas, recorded in Volume 2001094, Page 11 of the Deed Records of Dallas County, Texas (D.R.D.C.T.) and on the northwest line of a tract of land described in deed to Juan Flores and wife, Maria S. Flores, recorded in Volume 96002, Page 751, D.R.D.C.T.;

THENCE North 45 degrees 20 minutes 57 seconds West, with the southwest line of said 117.23 acre tract and the northeast line of said Block 12-A, passing at a distance of 309.05 feet to the northwest corner of Lot 10, Block 12-A of Phase 1 addition, and the northeast corner of Lot 11, Block 12-A of Brook Valley No. 7, Phase 2, an addition to the City of Seagoville, Dallas County, Texas, recorded in Volume 2002123, Page 264, D.R.D.C.T., and continuing with the southwest line of said 117.23 acre tract and the northeast line of Lot 11 of said Phase 2 addition for a total distance of 338.54 feet to a 1/2-inch set iron rod with yellow cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

THENCE over and across said 117.23 acre tract, the following bearings and distances:

North 44 degrees 39 minutes 03 seconds East, departing the southwest line of said 117.23 acre tract and said northeast line of said Phase 2 addition, a distance of 184.00 feet to a 1/2-inch set iron rod with cap for corner;

South 68 degrees 28 minutes 15 seconds East, a distance of 370.51 feet to a 1/2-inch set iron rod with cap for corner on the southeast line of said 117.23 acre tract and the northwest line of said Flores tract;

THENCE South 45 degrees 02 minutes 00 seconds West, with the southeast line of said 117.23 acre tract and the northwest line of said Flores tract, a distance of 329.50 feet to the **POINT OF BEGINNING AND CONTAINING** 2.00 acres (87,122 square feet) of land, more or less.

EXHIBIT OF A  
TRACT 1  
2.00 ACRES (87,122 SQUARE FEET)  
SITUATED IN THE  
JOHN D. MERCHANT SURVEY, ABSTRACT NUMBER 850  
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS

Basis of Bearing is the North American Datum of 1983, Texas Coordinate System, North Central Zone (4202). All distances are surface distances. Surface Adjustment Scale Factor: 1.000136506.

This metes and bounds description was prepared with an exhibit of even date.

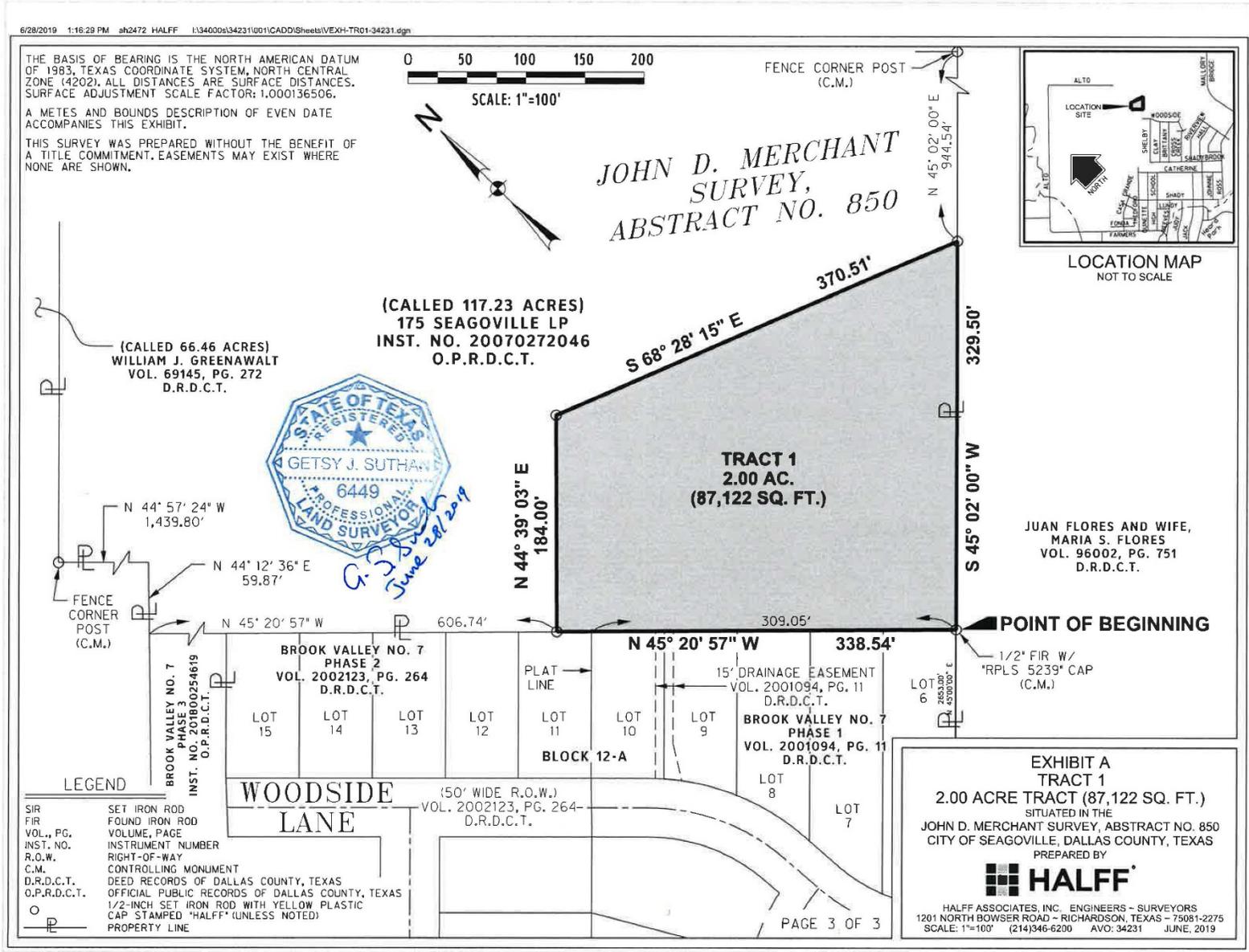
This survey was prepared without the benefit of a title commitment. Easements may exist where none are shown.

*G. J. Suthan*      *June 28/2019*

GETSY J. SUTHAN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NUMBER 6449  
TBPLS FIRM NO. 10029600



(v:7/9/19:109303)



**EXHIBIT B**  
**Boundaries and Descriptions of Tract 2 of the Property**

**EXHIBIT OF A**  
**20' ACCESS EASEMENT**  
**1.53 ACRES (66,617 SQUARE FEET)**  
**SITUATED IN THE**  
**JOHN D. MERCHANT SURVEY, ABSTRACT NUMBER 850**  
**CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS**

BEING a 1.53 acre tract of land situated in the John D. Merchant Survey, Abstract Number 850, City of Seagoville, Dallas County, Texas, and being part of a called 117.23 acre tract of land described in All Cash Warranty Deed to 175 Seagoville, LP, as recorded in Instrument Number 20070272046 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

**BEGINNING** at a 1/2-inch found iron rod for an "ell" corner of said 117.23 acre tract and of a called 66.46 acre tract of land described in deed to William J. Greenawalt, Jr., recorded in Volume 69145, Page 272 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and on the southwest line of a called 159 acre tract of land described in deed to SWMF Properties, Inc., recorded in Instrument Number 20080281643, O.P.R.D.C.T., and on Alto Road (a variable width right-of-way);

THENCE South 45 degrees 35 minutes 33 seconds East, with the north line of said 117.23 acre tract and the southwest line of said 159 acre tract, a distance of 20.00 feet to a 1/2-inch set iron rod with a blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with blue cap") for corner;

THENCE over and across said 117.23 acre tract, the following bearings and distances:

South 44 degrees 57 minutes 34 seconds West, departing the northeast line of said 117.23 acre tract and said southwest right-of-way line, a distance of 1,224.68 feet to a 1/2-inch set iron rod with a blue plastic cap for corner;

South 44 degrees 57 minutes 24 seconds East, a distance of 1,439.54 feet to a 1/2-inch set iron rod with a blue plastic cap for corner;

South 44 degrees 12 minutes 36 seconds West, a distance of 59.73 feet to a 1/2-inch set iron rod with a blue plastic cap for corner;

South 45 degrees 20 minutes 57 seconds East, a distance of 586.89 feet to a 1/2-inch set iron rod with a blue plastic cap for corner;

South 44 degrees 39 minutes 03 seconds West, a distance of 20.00 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with yellow cap") on the southwest line of said 117.23 acre tract and on the northeast line of Lot 11, Block 12-A of Brook Valley No. 7, Phase 2, an addition to the City of Seagoville, Dallas County, Texas, recorded in Volume 2002123, Page 264, D.R.D.C.T.;

**EXHIBIT OF A  
20' ACCESS EASEMENT  
1.53 ACRES (66,617 SQUARE FEET)  
SITUATED IN THE  
JOHN D. MERCHANT SURVEY, ABSTRACT NUMBER 850  
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS**

THENCE with the southwest line of said 117.23 acre tract, the following bearings and distances:

North 45 degrees 20 minutes 57 seconds West, with the northeast line of said Block 12-A, passing at a distance of 279.41 feet to the north corner of said Block 12-A and the east corner of Lot 16, Block 12-A of Brook Valley No. 7, Phase 3, an addition to the City of Seagoville, Dallas County, Texas, recorded in Instrument Number 201800254619, O.P.R.D.C.T., and continuing with the northeast line of said Block 12-A, for a passing distance of 604.41 feet to the north corner of said Phase 3 addition and an "ell" corner of said Greenawalt tract, and continuing with the east line of said Greenawalt tract for a total distance of 606.74 feet to an "ell" corner (not monumented) of said 117.23 acre tract, from which a 1/2-inch found iron rod bears North 86 degrees 39 minutes 12 seconds West, a distance of 0.73 of a foot;

North 44 degrees 12 minutes 36 seconds East, with the east line of said Greenawalt tract, a distance of 59.87 feet to a 1/2-inch set iron rod with yellow cap for an "ell" corner of said 117.23 acre tract;

North 44 degrees 57 minutes 24 seconds West, with the east line of said Greenawalt tract, a distance of 1,439.80 feet to a fence corner post for an "ell" corner of said 117.23 acre tract and said Greenawalt tract;

North 44 degrees 57 minutes 34 seconds East, with the east line of said Greenawalt tract, a distance of 1,244.45 feet to the **POINT OF BEGINNING AND CONTAINING** 1.53 acres (66,617 square feet) of land, more or less.

**EXHIBIT OF A  
20' ACCESS EASEMENT  
1.53 ACRES (66,617 SQUARE FEET)  
SITUATED IN THE  
JOHN D. MERCHANT SURVEY, ABSTRACT NUMBER 850  
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS**

Basis of Bearing is the North American Datum of 1983, Texas Coordinate System, North Central Zone (4202). All distances are surface distances. Surface Adjustment Scale Factor: 1.000136506.

This metes and bounds description was prepared with an exhibit of even date.

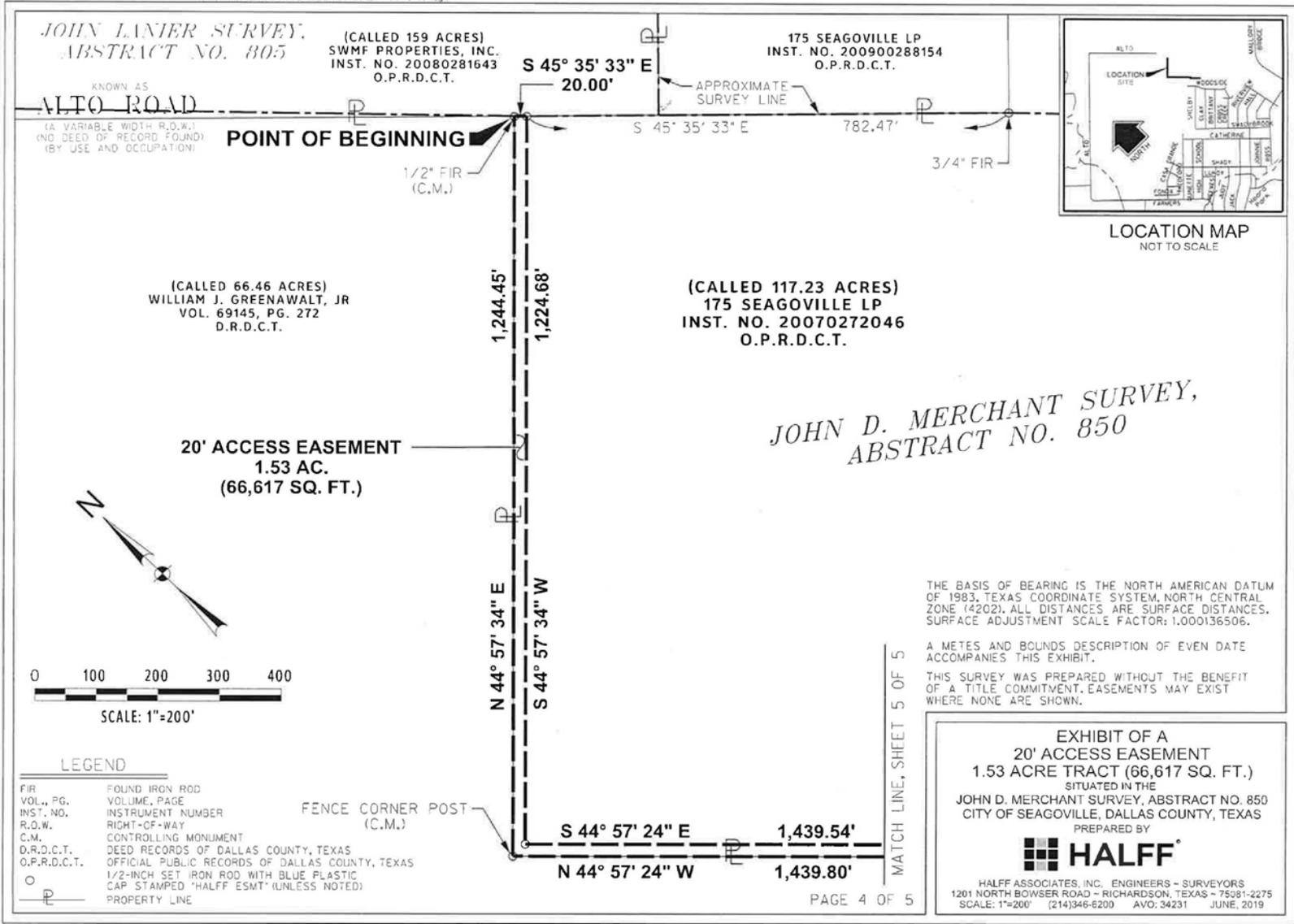
This survey was prepared without the benefit of a title commitment. Easements may exist where none are shown.

*G. J. Suthan*      *June 28/2019*  
\_\_\_\_\_  
GETSY J. SUTHAN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NUMBER 6449  
TBPLS FIRM NO. 10029600



(V:7/9/19:109303)

6/29/2019 12:31:42 PM ah2481 HALFF I:\340309\34231\001\CADD\Sheets\EXH-AE01-PG01-34231.dgn



6/28/2019 12:32:55 PM at2451 HALFF I:\340906\34231\001\CADD\Sheets\VEXH-AE01-PG02-34231.dgn

THE BASIS OF BEARING IS THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202). ALL DISTANCES ARE SURFACE DISTANCES. SURFACE ADJUSTMENT SCALE FACTOR: 1.000136506.

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS EXHIBIT.

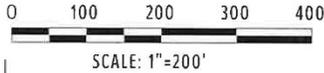
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS MAY EXIST WHERE NONE ARE SHOWN.

**JOHN D. MERCHANT SURVEY, ABSTRACT NO. 850**

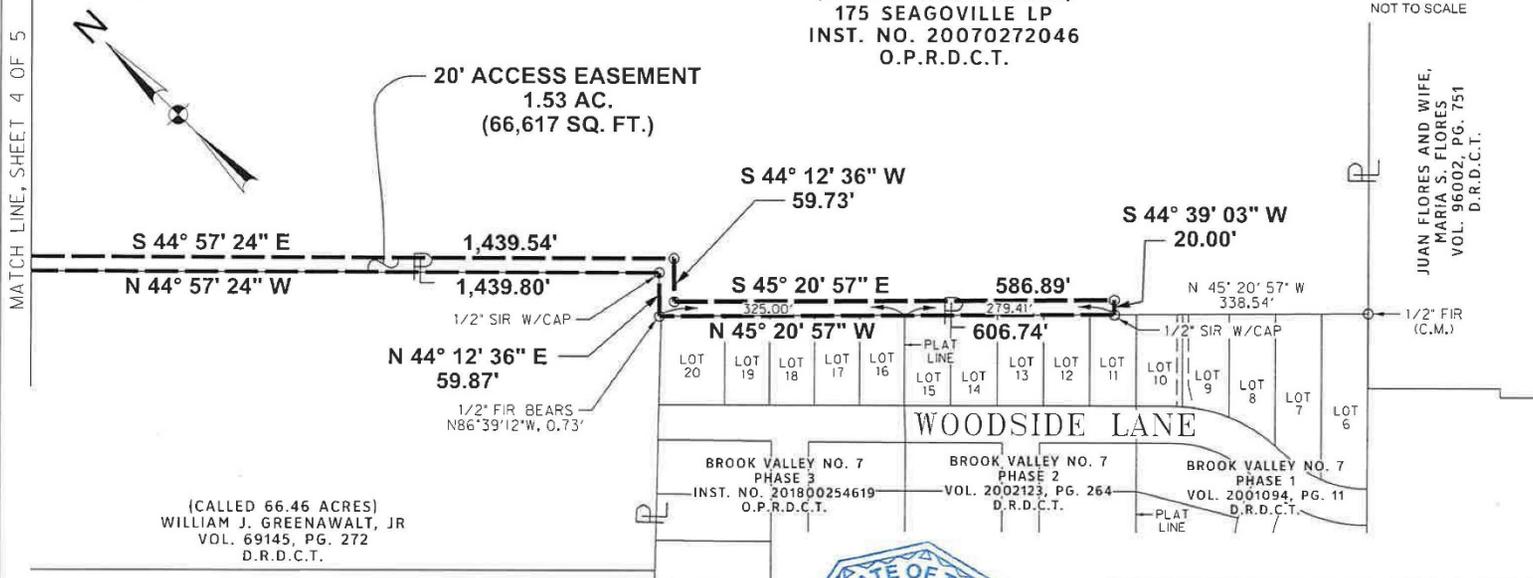
(CALLED 117.23 ACRES)  
175 SEAGOVILLE LP  
INST. NO. 20070272046  
O.P.R.D.C.T.



LOCATION MAP NOT TO SCALE



MATCH LINE, SHEET 4 OF 5



JUAN FLORES AND WIFE,  
MARIA S. FLORES  
VOL. 96002, PG. 751  
D.R.D.C.T.

**LEGEND**

- SIR SET IRON ROD
- FIR FOUND IRON ROD
- W/CAP WITH YELLOW PLASTIC CAP STAMPED 'HALFF'
- VOL., PG. VOLUME, PAGE
- INST. NO. INSTRUMENT NUMBER
- R.O.W. RIGHT-OF-WAY
- C.M. CONTROLLING MONUMENT
- D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
- 1/2-INCH SET IRON ROD WITH BLUE PLASTIC CAP STAMPED 'HALFF' ESMT' (UNLESS NOTED)
- PROPERTY LINE



EXHIBIT OF A  
20' ACCESS EASEMENT  
1.53 ACRE TRACT (66,617 SQ. FT.)  
SITUATED IN THE  
JOHN D. MERCHANT SURVEY, ABSTRACT NO. 850  
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS  
PREPARED BY

**HALFF**

HALFF ASSOCIATES, INC. ENGINEERS - SURVEYORS  
1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275  
SCALE: 1"=200' (214)346-6200 AVO: 34231 JUNE, 2019

**EXHIBIT C**  
**FORM OF SPECIAL WARRANTY DEED**

**After Recording, Return to:**

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

**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.**

**Special Warranty Deed**

**Date:** \_\_\_\_\_, 2019

**Grantor:** 175 Seagoville, LP, a Texas limited partnership

**Grantor's Mailing Address:** 3316 Grand Mesa Drive, Plano, Texas 75025 [Collin County]

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

**Grantee's Mailing Address:** 702 N. Hwy 175, Seagoville, Texas 75159 [Dallas County]

**Consideration:** TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

**Property (including any improvements):** Being a 2.00 acre tract of land situated in the John D. Merchant Survey, Abstract Number 850, City of Seagoville, Dallas County, Texas, and being part of a called 117.23 acre tract of land described in All Cash Warranty Deed to 175 Seagoville LP, as recorded in Instrument Number 20070272046 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at 1/2-inch found iron rod with cap stamped "RPLS 5239" for the south corner of said 117.23 acre tract, the east corner of Lot 6, Block 12-A of Brook Valley No. 7, Phase 1, an addition to the City of Seagoville, Dallas County, Texas, recorded in Volume 2001094, Page 11 of the Deed Records of Dallas County, Texas (D.R.D.C.T.) and on the northwest line of a tract of land described in deed to Juan Flores and wife, Maria S. Flores, recorded in Volume 96002, Page 751, D.R.D.C.T.;

THENCE North 45 degrees 20 minutes 57 seconds West, with the southwest line of said 117.23 acre tract and the northeast line of said Block 12-A, passing at a distance of 309.05 feet to the northwest corner of Lot 10, Block 12-A of Phase 1 addition, and the northeast corner of Lot 11, Block 12-A of Brook Valley No. 7, Phase 2, an addition to the City of Seagoville, Dallas County, Texas, recorded in Volume 2002123, Page 264, D.R.D.C.T., and continuing with the southwest line of said 117.23 acre tract and the northeast line of Lot 11 of said Phase 2 addition for a total distance of 338.54

feet to a 1/2- inch set iron rod with yellow cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

THENCE over and across said 117.23 acre tract, the following bearings and distances:

North 44 degrees 39 minutes 03 seconds East, departing the southwest line of said 117.23 acre tract and said northeast line of said Phase 2 addition, a distance of 184.00 feet to a 1/2-inch set iron rod with cap for corner;

South 68 degrees 28 minutes 15 seconds East, a distance of 370.51 feet to a 1/2- inch set iron rod with cap for corner on the southeast line of said 117.23 acre tract and the northwest line of said Flores tract;

THENCE South 45 degrees 02 minutes 00 seconds West, with the southeast line of said 117.23 acre tract and the northwest line of said Flores tract, a distance of 329.50 feet to the **POINT OF BEGINNING AND CONTAINING 2.00 acres (87,122 square feet)** of land, more or less.

**Reservations from Conveyance:** None.

**Exceptions to Conveyance and Warranty:** Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and all oil, gas, and other minerals heretofore reserved by prior grantors.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by through, and under Grantor, but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

**GRANTOR:**

**175 Seagoville LP**

By: Ren Hong Investments, LLC, a Texas limited liability company, its General Partner

By: \_\_\_\_\_  
Ren Hong Lai, President and Director

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before the undersigned authority this \_\_\_\_ day of \_\_\_\_\_, 2019, by Ren Hong Lai, President and Director of Ren Hong Investments, LLC, a Texas limited liability company and General Partner of 175 Seagoville, LP, a Texas limited partnership, for and on behalf of said partnership.

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

Commission Expires: \_\_\_\_\_



**Exceptions to Warranty:** All matters of record or otherwise affecting the Easement Property.

**Grant of Easement:** Grantor, as the owner of the Easement Property, for the Consideration, and subject to the terms and conditions of this Agreement, the Reservations from Conveyance, and the Exceptions to Warranty, grants, sells, and conveys to Grantee an exclusive easement over, on, and across the Easement Property for the Easement Purpose (the "Easement"). Grantor binds Grantor and Grantor's successors and assigns to warrant and defend the title to the Easement in Grantee against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the terms and conditions of this Agreement, the Reservations from Conveyance, and the Exceptions to Warranty, to the extent that such claim arises by, through, or under Grantor but not otherwise.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this Agreement:

1. *Character of Easement.* The Easement is exclusive and irrevocable.
2. *Duration of Easement.* The duration of the Easement is perpetual, subject to termination only as provided in Section 3, below.
3. *Termination of Easement.* This Easement shall terminate and be abandoned by Grantee thirty (30) days after the occurrence of either of the following events:
  - (a) Completion of construction by Grantor, its successors, or assigns of a street or roadway in accordance with Grantee's then current construction standards for public streets that provides Grantee with access to the Grantee Property from such street or roadway and, if said newly constructed street or roadway is not dedicated to and accepted for the public use, execution by Grantor of a permanent access easement to Grantee across, over, and along said newly constructed street or roadway containing substantially the same terms as this Easement; or
  - (b) Completion of construction by Grantor of an alternative permanent access providing Grantee with full and complete usable access to the Grantee Property, at Grantor's sole cost, said alternative permanent access to be constructed of similar width, materials, and construction as the improvements originally constructed by Grantee on the Easement Property, and execution by Grantor of a permanent access easement to Grantee across, over, and along said alternative permanent access easement containing substantially the same terms as this Easement.
4. *Use of Easement Property by Grantor.* The use of the Easement Property by Grantee shall be and is exclusive. Grantor shall not have the right to use the Easement Property for any purpose except as otherwise authorized by Grantee in writing, which authorization shall not be unreasonably withheld, delayed, or denied.
5. *Improvement and Maintenance of Easement Property.* The maintenance of the Easement and any related facilities within the Easement Area is the sole responsibility of Grantee and Grantee shall post and maintain appropriate signs, as required by the City in accordance with applicable provisions of City's fire safety and building code ordinances and regulations, as amended from time to time. Grantee's Fire Marshall or his duly authorized representative is hereby authorized to cause the Easement Property to be maintained free and unobstructed at all times for emergency use.

6. *Binding Effect.* This Agreement binds and inures to the benefit of Grantee and Grantor and their respective successors and assigns.

7. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue for any disputes arising from or related to this Easement Agreement shall be in a state court of competent jurisdiction in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

8. *Counterparts.* This Easement Agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

9. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action, Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this Agreement or provided by law.

10. *Integration.* This Agreement contains the complete Agreement of the parties regarding the subject matter of this Agreement and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this Agreement.

11. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this Agreement will be construed as if the unenforceable provision had never been a part of the Agreement. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

EXECUTED on the dates appearing in the acknowledgements on the following page; however, to be effective on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

*(Signatures on Following Pages)*

*Grantor's Signature Page*

**175 Seagoville, LP, a Texas limited partnership**

By: Ren Hong Investments, LLC, a Texas limited liability company, its General Partner

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

Ren Hong Lai, President and Director

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before the undersigned authority this \_\_\_\_ day of \_\_\_\_\_, 2019, by Ren Hong Lai, President and Director of Ren Hong Investments, LLC, a Texas limited liability company and General Partner of 175 Seagoville, LP, a Texas limited partnership, for and on behalf of said partnership..

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

Commission Expires: \_\_\_\_\_

*Grantee's Signature Page*

CITY OF SEAGOVILLE,  
a Texas home rule municipality

By: \_\_\_\_\_  
Patrick Stallings, City Manager

State of Texas       §  
                                  §  
County of Dallas    §

Acknowledged before me, the undersigned authority, this \_\_\_\_\_ day of \_\_\_\_\_  
2019, by Patrick Stallings, City Manager, City of Seagoville, a Texas home rule municipality, for  
and on behalf of said municipality.

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

Commission Expires: \_\_\_\_\_

**Exhibit "A" to Permanent Access Easement  
Description of Grantee's Property**

**EXHIBIT OF A  
TRACT 1  
2.00 ACRES (87,122 SQUARE FEET)  
SITUATED IN THE  
JOHN D. MERCHANT SURVEY, ABSTRACT NUMBER 850  
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS**

BEING a 2.00 acre tract of land situated in the John D. Merchant Survey, Abstract Number 850, City of Seagoville, Dallas County, Texas, and being part of a called 117.23 acre tract of land described in All Cash Warranty Deed to 175 Seagoville LP, as recorded in Instrument Number 20070272046 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

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THENCE North 45 degrees 20 minutes 57 seconds West, with the southwest line of said 117.23 acre tract and the northeast line of said Block 12-A, passing at a distance of 309.05 feet to the northwest corner of Lot 10, Block 12-A of Phase 1 addition, and the northeast corner of Lot 11, Block 12-A of Brook Valley No. 7, Phase 2, an addition to the City of Seagoville, Dallas County, Texas, recorded in Volume 2002123, Page 264, D.R.D.C.T., and continuing with the southwest line of said 117.23 acre tract and the northeast line of Lot 11 of said Phase 2 addition for a total distance of 338.54 feet to a 1/2-inch set iron rod with yellow cap stamped "HALFF" (hereinafter referred to as "with cap") for corner;

THENCE over and across said 117.23 acre tract, the following bearings and distances:

North 44 degrees 39 minutes 03 seconds East, departing the southwest line of said 117.23 acre tract and said northeast line of said Phase 2 addition, a distance of 184.00 feet to a 1/2-inch set iron rod with cap for corner;

South 68 degrees 28 minutes 15 seconds East, a distance of 370.51 feet to a 1/2-inch set iron rod with cap for corner on the southeast line of said 117.23 acre tract and the northwest line of said Flores tract;

THENCE South 45 degrees 02 minutes 00 seconds West, with the southeast line of said 117.23 acre tract and the northwest line of said Flores tract, a distance of 329.50 feet to the **POINT OF BEGINNING AND CONTAINING** 2.00 acres (87,122 square feet) of land, more or less.

EXHIBIT OF A  
TRACT 1  
2.00 ACRES (87,122 SQUARE FEET)  
SITUATED IN THE  
JOHN D. MERCHANT SURVEY, ABSTRACT NUMBER 850  
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS

Basis of Bearing is the North American Datum of 1983, Texas Coordinate System, North Central Zone (4202). All distances are surface distances. Surface Adjustment Scale Factor: 1.000136506.

This metes and bounds description was prepared with an exhibit of even date.

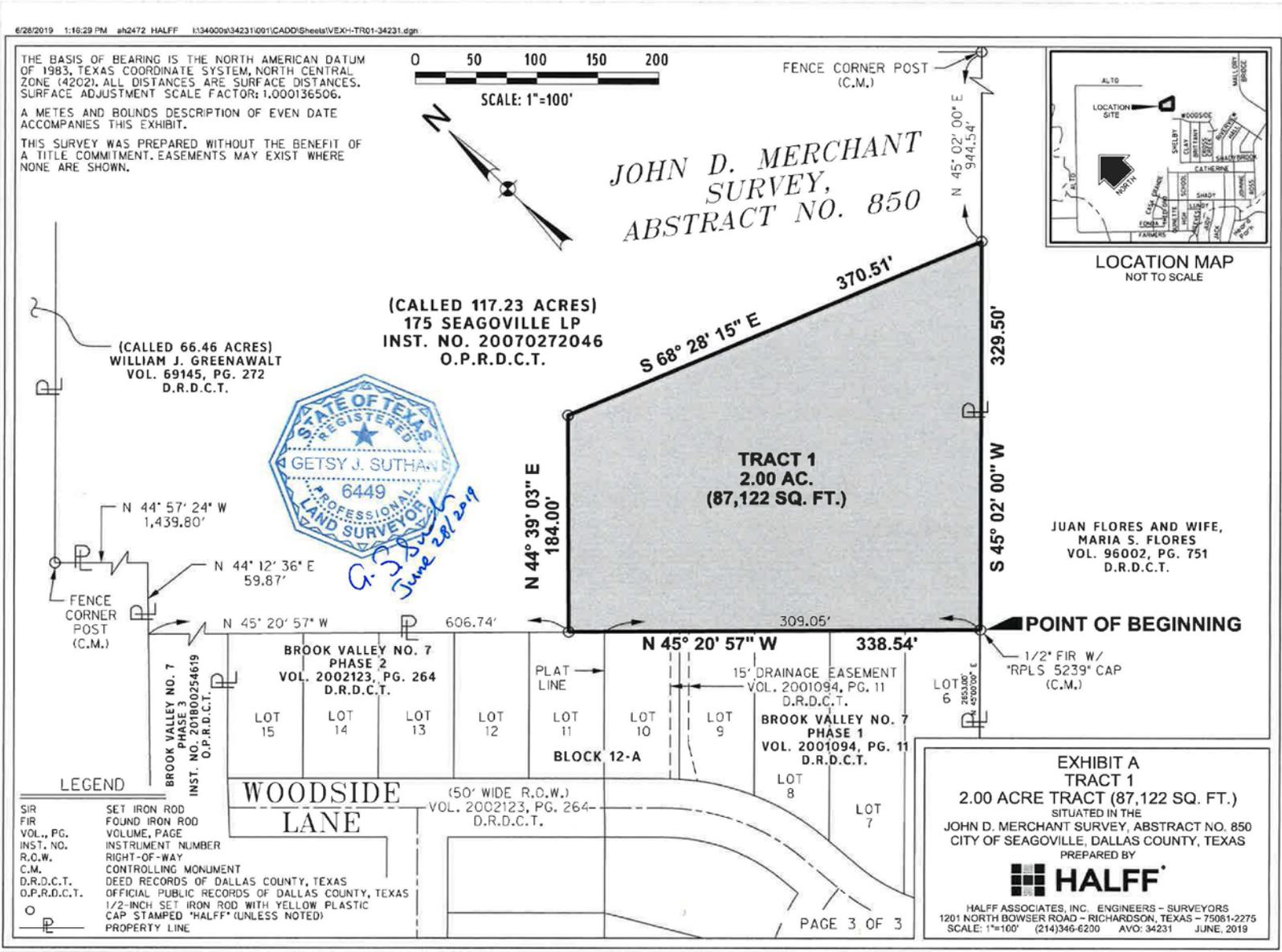
This survey was prepared without the benefit of a title commitment. Easements may exist where none are shown.

*G.J. Suthan*

*June 28/2019*

GETSY J. SUTHAN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NUMBER 6449  
TBPLS FIRM NO. 10029600





**Exhibit "B" to Permanent Access Easement  
Description of Easement Property**

**EXHIBIT OF A  
20' ACCESS EASEMENT  
1.53 ACRES (66,617 SQUARE FEET)  
SITUATED IN THE  
JOHN D. MERCHANT SURVEY, ABSTRACT NUMBER 850  
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS**

BEING a 1.53 acre tract of land situated in the John D. Merchant Survey, Abstract Number 850, City of Seagoville, Dallas County, Texas, and being part of a called 117.23 acre tract of land described in All Cash Warranty Deed to 175 Seagoville, LP, as recorded in Instrument Number 20070272046 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

**BEGINNING** at a 1/2-inch found iron rod for an "ell" corner of said 117.23 acre tract and of a called 66.46 acre tract of land described in deed to William J. Greenawalt, Jr., recorded in Volume 69145, Page 272 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and on the southwest line of a called 159 acre tract of land described in deed to SWMF Properties, Inc., recorded in Instrument Number 20080281643, O.P.R.D.C.T., and on Alto Road (a variable width right-of-way);

THENCE South 45 degrees 35 minutes 33 seconds East, with the north line of said 117.23 acre tract and the southwest line of said 159 acre tract, a distance of 20.00 feet to a 1/2-inch set iron rod with a blue plastic cap stamped "HALFF ESMT" (hereinafter referred to as "with blue cap") for corner;

THENCE over and across said 117.23 acre tract, the following bearings and distances:

South 44 degrees 57 minutes 34 seconds West, departing the northeast line of said 117.23 acre tract and said southwest right-of-way line, a distance of 1,224.68 feet to a 1/2-inch set iron rod with a blue plastic cap for corner;

South 44 degrees 57 minutes 24 seconds East, a distance of 1,439.54 feet to a 1/2-inch set iron rod with a blue plastic cap for corner;

South 44 degrees 12 minutes 36 seconds West, a distance of 59.73 feet to a 1/2-inch set iron rod with a blue plastic cap for corner;

South 45 degrees 20 minutes 57 seconds East, a distance of 586.89 feet to a 1/2-inch set iron rod with a blue plastic cap for corner;

South 44 degrees 39 minutes 03 seconds West, a distance of 20.00 feet to a 1/2-inch set iron rod with yellow plastic cap stamped "HALFF" (hereinafter referred to as "with yellow cap") on the southwest line of said 117.23 acre tract and on the northeast line of Lot 11, Block 12-A of Brook Valley No. 7, Phase 2, an addition to the City of Seagoville, Dallas County, Texas, recorded in Volume 2002123, Page 264, D.R.D.C.T.;

**EXHIBIT OF A  
20' ACCESS EASEMENT  
1.53 ACRES (66,617 SQUARE FEET)  
SITUATED IN THE  
JOHN D. MERCHANT SURVEY, ABSTRACT NUMBER 850  
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS**

THENCE with the southwest line of said 117.23 acre tract, the following bearings and distances:

North 45 degrees 20 minutes 57 seconds West, with the northeast line of said Block 12-A, passing at a distance of 279.41 feet to the north corner of said Block 12-A and the east corner of Lot 16, Block 12-A of Brook Valley No. 7, Phase 3, an addition to the City of Seagoville, Dallas County, Texas, recorded in Instrument Number 201800254619, O.P.R.D.C.T., and continuing with the northeast line of said Block 12-A, for a passing distance of 604.41 feet to the north corner of said Phase 3 addition and an "ell" corner of said Greenawalt tract, and continuing with the east line of said Greenawalt tract for a total distance of 606.74 feet to an "ell" corner (not monumented) of said 117.23 acre tract, from which a 1/2-inch found iron rod bears North 86 degrees 39 minutes 12 seconds West, a distance of 0.73 of a foot;

North 44 degrees 12 minutes 36 seconds East, with the east line of said Greenawalt tract, a distance of 59.87 feet to a 1/2-inch set iron rod with yellow cap for an "ell" corner of said 117.23 acre tract;

North 44 degrees 57 minutes 24 seconds West, with the east line of said Greenawalt tract, a distance of 1,439.80 feet to a fence corner post for an "ell" corner of said 117.23 acre tract and said Greenawalt tract;

North 44 degrees 57 minutes 34 seconds East, with the east line of said Greenawalt tract, a distance of 1,244.45 feet to the **POINT OF BEGINNING AND CONTAINING** 1.53 acres (66,617 square feet) of land, more or less.

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CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS

Basis of Bearing is the North American Datum of 1983, Texas Coordinate System, North Central Zone (4202). All distances are surface distances. Surface Adjustment Scale Factor: 1.000136506.

This metes and bounds description was prepared with an exhibit of even date.

This survey was prepared without the benefit of a title commitment. Easements may exist where none are shown.

*G. J. Suthan* *June 28/2019*  
GETSY J. SUTHAN  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NUMBER 6449  
TBPLS FIRM NO. 10029600



JOHN LANIER SURVEY,  
ABSTRACT NO. 805

(CALLED 159 ACRES)  
SWMF PROPERTIES, INC.  
INST. NO. 20080281643  
O.P.R.D.C.T.

175 SEAGOVILLE LP  
INST. NO. 200900288154  
O.P.R.D.C.T.

KNOWN AS  
ALTO ROAD

(A VARIABLE WIDTH R.O.W.)  
(NO DEED OF RECORD FOUND)  
(BY USE AND OCCUPATION)

POINT OF BEGINNING

S 45° 35' 33" E  
20.00'

S 45° 35' 33" E 782.47'

1/2" FIR  
(C.M.)

3/4" FIR



LOCATION MAP  
NOT TO SCALE

(CALLED 66.46 ACRES)  
WILLIAM J. GREENAWALT, JR  
VOL. 69145, PG. 272  
D.R.D.C.T.

(CALLED 117.23 ACRES)  
175 SEAGOVILLE LP  
INST. NO. 20070272046  
O.P.R.D.C.T.

20' ACCESS EASEMENT  
1.53 AC.  
(66,617 SQ. FT.)

JOHN D. MERCHANT SURVEY,  
ABSTRACT NO. 850



SCALE: 1"=200'

1,244.45'

1,224.68'

N 44° 57' 34" E

S 44° 57' 34" W

S 44° 57' 24" E 1,439.54'

N 44° 57' 24" W 1,439.80'

FENCE CORNER POST  
(C.M.)

MATCH LINE, SHEET 5 OF 5

THE BASIS OF BEARING IS THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202). ALL DISTANCES ARE SURFACE DISTANCES. SURFACE ADJUSTMENT SCALE FACTOR: 1.000136506.

A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS EXHIBIT.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS MAY EXIST WHERE NONE ARE SHOWN.

LEGEND

FIR	FOUND IRON ROD
VOL., PG.	VOLUME, PAGE
INST. NO.	INSTRUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
C.M.	CONTROLLING MONUMENT
D.R.D.C.T.	DEED RECORDS OF DALLAS COUNTY, TEXAS
C.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
○	1/2-INCH SET IRON ROD WITH BLUE PLASTIC CAP STAMPED "HALFF ESMT" (UNLESS NOTED)
—	PROPERTY LINE

EXHIBIT OF A  
20' ACCESS EASEMENT  
1.53 ACRE TRACT (66,617 SQ. FT.)  
SITUATED IN THE  
JOHN D. MERCHANT SURVEY, ABSTRACT NO. 850  
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS  
PREPARED BY



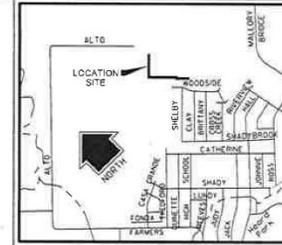
HALFF ASSOCIATES, INC. ENGINEERS - SURVEYORS  
1201 NORTH BOWSER ROAD - RICHARDSON, TEXAS - 75081-2275  
SCALE: 1"=200' (214)346-6200 AVO. 34231 JUNE 2019

THE BASIS OF BEARING IS THE NORTH AMERICAN DATUM OF 1983, TEXAS COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), ALL DISTANCES ARE SURFACE DISTANCES. SURFACE ADJUSTMENT SCALE FACTOR: 1.000136506.

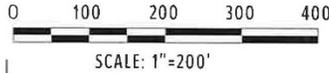
A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS EXHIBIT.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS MAY EXIST WHERE NONE ARE SHOWN.

# JOHN D. MERCHANT SURVEY, ABSTRACT NO. 850

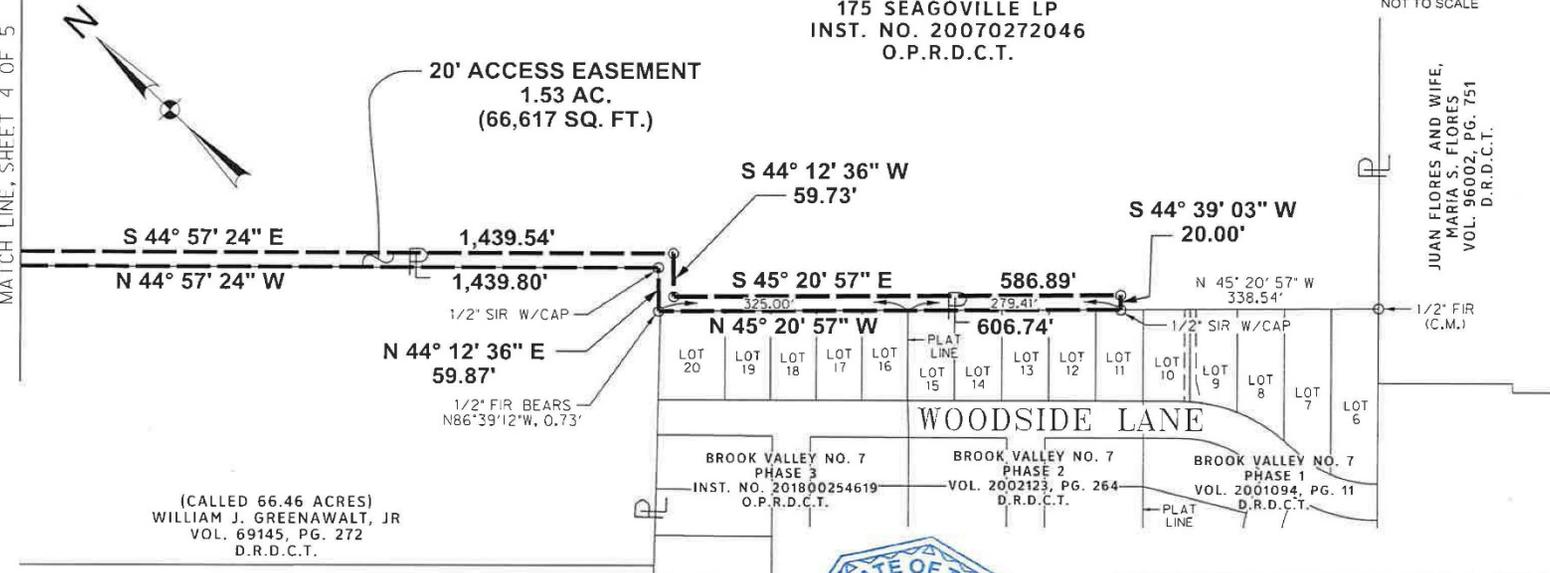


LOCATION MAP NOT TO SCALE



(CALLED 117.23 ACRES)  
175 SEAGOVILLE LP  
INST. NO. 20070272046  
O.P.R.D.C.T.

MATCH LINE, SHEET 4 OF 5



(CALLED 66.46 ACRES)  
WILLIAM J. GREENAWALT, JR  
VOL. 69145, PG. 272  
D.R.D.C.T.

**LEGEND**

SIR	SET IRON ROD
FIR	FOUND IRON ROD
W/CAP	WITH YELLOW PLASTIC CAP STAMPED "HALFF"
VOL., PG.	VOLUME, PAGE
INST. NO.	INSTRUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
C.M.	CONTROLLING MONUMENT
D.R.D.C.T.	DEED RECORDS OF DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
○	1/2-INCH SET IRON ROD WITH BLUE PLASTIC CAP STAMPED "HALFF ESM" (UNLESS NOTED)
— P —	PROPERTY LINE



EXHIBIT OF A  
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SCALE: 1"=200' (214)346-6200 AVO: 34231 JUNE, 2019

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

**Meeting Date: July 29, 2019**

### **ITEM DESCRIPTION:**

Receive Councilmember Reports/ Items of Community Interest

### **BACKGROUND OF ISSUE:**

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

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

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

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

**Meeting Date: July 29, 2019**

**ITEM DESCRIPTION:**

Future Agenda Items

**BACKGROUND OF ISSUE:**

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

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

N/A