



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, OCTOBER 7, 2019**

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

WORK SESSION – 6:30 P.M.

Call to Order

- A. Discuss regular session agenda items**
- B. Aqua Metric Water Meter Presentation**
- C. Discuss riprap/boulders for pond at C.O. Bruce Park**

Adjourn

REGULAR SESSION - 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

Mayor's Report

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

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

- 1. Consider approving City Council Meeting minutes for September 12, 2019 and September 16, 2019 (City Secretary)**

2. **Consider approving a Resolution of the City of Seagoville, Texas designating the Daily Commercial Record as the official newspaper for the City of Seagoville, Texas; providing for repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date (City Secretary)**

REGULAR AGENDA-

3. **Conduct interviews with Boards & Commission Applicant for appointment (City Secretary)**
4. **First Reading – Consider approval of Resolution No. 46-R-2019 approving an Economic Development Grant from the Seagoville Economic Development Corporation to JWWIV, LLC in the amount of \$430,000 to offset the purchase price for the sale of the property owned by the Seagoville Economic Development Corporation and located at 2108 N. Highway 175 and 2110 N. Highway 175, Seagoville, Dallas County, Texas (City Manager)**
5. **Conduct a public hearing on a request to change the zoning on approximately 20± acres of Tract 1 of Jeremiah H. Halford Abstract 570 located approximately 150± feet northwest of the intersection of Lasater Road and Wynnegate Drive in Seagoville, Dallas County, Texas, from AG, Agriculture, to PD-19-02 for residential development (Community Development Director)**
6. **Discuss and consider approving an Ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Agriculture (AG), to Planned Development - Residential (PD-19-02) for approximately 20.351± acres of land described as Tract 1 of Jeremiah H. Halford Abstract 570, being located approximately 150± feet northwest of the intersection of Lasater Road and Wynnegate Drive, Seagoville, Dallas County, Texas, and being legally described and depicted in Exhibit “A”, attached hereto and incorporated herein; providing for development regulations; providing for the approval of the concept plan, which is attached hereto and incorporated herein as Exhibit “A”; providing for a repealing clause; providing for a severability clause; providing for a savings clause; providing a penalty fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)**
7. **Receive a presentation concerning Animal Shelter Operations, the volunteer group known as STAAR, and an insight on entities that help provide forever homes to animals (Police Chief & Sergeant Bailey)**

- 8. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of two (2) 2020 Chevrolet Tahoe Police vehicles including the installation of all emergency equipment in each vehicle for an amount not to exceed One Hundred Twenty Five Thousand Seven Hundred Seventy Two Dollars and No Cents (\$125,772.00) from Holiday Chevrolet; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date (Police Chief)**
- 9. Discuss and consider approving a Resolution of the City of Seagoville, Texas authorizing the purchase of one (1) 2020 Chevrolet 1500 Silverado 4x2 crew cab pickup in an amount not to exceed \$25,710.00 from Caldwell Country and installation of equipment and graphics in an amount not to exceed \$3,563.01 from Pursuit Safety, Inc. for a total cost of \$29,273.01, and authorizing the City Manager to disburse funds; and providing an effective date (Community Development Director)**
- 10. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of one (1) 2019 MAXXD D7X 72” Trailer in an amount not to exceed \$7,320.71 from North Texas Trailers through the Buy Board Cooperative Purchasing Program, and authorizing the City Manager to disburse funds; and providing an effective date (Community Development Director)**
- 11. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of one (1) John Deere 1200A Bunker and Field Rake in an amount not to exceed \$14,197.41 from Austin Turf and Tractor through the Buy Board Cooperative Purchasing Program, and authorizing the City Manager to disburse funds; and providing an effective date (Community Development Director)**
- 12. Discuss and consider approving a Resolution of the City of Seagoville, Texas authorizing the purchase of one (1) 2020 Chevrolet 1500 Silverado 4x2 double cab pickup in an amount not to exceed \$23,729.00 from Caldwell Country and installation of equipment and graphics in an amount not to exceed \$3,563.01 from Pursuit Safety, Inc. for a total cost of \$27,292.01, and authorizing the City Manager to disburse the funds; and providing an effective date (Community Development Director)**
- 13. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Services on a Task Order Basis for assistance with the City’s Storm Water Management Plan as set forth in Exhibit “1” and Task Order Authorization No 1 which is attached thereto as Exhibit “A”, in an amount not to exceed \$28,000.00; Authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Water Utilities Director)**

14. Discuss and consider 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 On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit "1", and Exhibit "A" attached thereto, in an amount not to exceed Thirty Thousand Dollars (\$30,000); authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Water Utilities Director)

15. 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 Professional Engineering Services to facilitate the Pre-Design Study for the Northern Basin Interceptor System and to begin property acquisition in an amount not to exceed \$275,000.00; authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date (Water Utilities Director)

16. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the purchase of an Advanced Metering Infrastructure ("AMI") system from and installed by Thirkettle Corporation, D/B/A Aqua Metric Sales Company in an amount not to exceed One Million, Eight Hundred Thousand Dollars (1,800,000.00); authorizing the City Manager to execute an agreement or any documents necessary for the work to be performed; providing a severability clause; providing a repealing clause; and providing an effective date (Water Utilities Director)

17. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing a Tax Exempt Public Property Finance Act Contract with Government Capital Corporation, in an issuance amount not to exceed 1,822,500.00, to finance the purchase and installation of an Advanced Metering Infrastructure ("AMI") system and cover the costs of issuance; authorizing the City Manager to execute the contract and any documents necessary to accomplish; providing a severability clause; and providing an effective date (Water Utilities Director)

18. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Seagoville Economic Development Corporation's expenditure of \$99,950 to GSC Gale Sign Consultants for the purchase of a LED Sign; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (City Manager)

19. Discuss and consider approving a Resolution approving the Seagoville Economic Development Corporation's expenditure to Griffith Roofing Company, Inc. to perform the roof repairs set forth in the scope of work attached hereto as Exhibit "A" in an amount not to exceed Fifteen Thousand Dollars and No Cents (\$15,000.00) and authorizing the City Manager to execute any and all necessary documents; and providing an effective date (City Manager)

- 20. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute a Work Order Authorization Agreement with Halff Associates, Inc. for Professional Engineering Services on a Task Order Basis for Development Plan Review Assistance; in an amount not to exceed Twenty Nine Thousand Five Hundred Dollars and No Cents (\$29,500.00); and providing an effective date (Community Development Director)**
- 21. Receive an update concerning the Woodside Drainage Project completion (Community Development Director)**
- 22. Second Reading - Consider approval of Resolution No. 46-R-2019 approving an Economic Development Grant from the Seagoville Economic Development Corporation to JWWIV, LLC in the amount of \$430,000 to offset the purchase price for the sale of the property owned by the Seagoville Economic Development Corporation and located at 2108 N. Highway 175 and 2110 N. Highway 175, Seagoville, Dallas County, Texas (City Manager)**
- 23. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**
- 24. 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.**

25. Recess into Executive Session

Council will recess into Executive Session in compliance with Texas Government Code:

- A. Section § 551.071. Consultation with attorney to seek legal advice regarding pending litigation or settlement offer: Charles Miller v. Board of Adjustment, City of Seagoville, Cause No. DC-19-10489 in the 134th Judicial District Court of Dallas County, Texas**
- B. Section § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager**
- C. Section § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary**
- D. Section § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney**

26. Reconvene into Regular Session

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

- A. Section § 551.071. Consultation with attorney to seek legal advice regarding pending litigation or settlement offer: Charles Miller v. Board of Adjustment, City of Seagoville, Cause No. DC-19-10489 in the 134th Judicial District Court of Dallas County, Texas**

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

- C. Section § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary**

- D. Section § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney**

Adjourn

Posted Thursday, October 3, 2019 by 5:00 P.M.



Kandi Jackson, City Secretary



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

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

DATES TO REMEMBER

- **Monday, November 4, 2019 Regular City Council Meeting**
- **Monday, November 18, 2019 Regular City Council Meeting**

Consent Session Agenda Item: 1

Meeting Date: October 7, 2019

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for September 12, 2019 and September 16, 2019.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for September 12, 2019 and September 16, 2019.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

September 12, 2019 Work Session Minutes
September 12, 2019 Regular Meeting Minutes
September 16, 2019 Work Session Minutes
September 16, 2019 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
SEPTEMBER 12, 2019**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Thursday, September 12, 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	
Mike Fruin	Councilmember	

The following staff members were also present: City Manager Patrick Stallings, Police Captain Steve Davis, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Finance Director Patrick Harvey, Fire Chief Todd Gilcrease, Library Director Liz Gant, Water Utilities Director Chris Ryan, Municipal Court Administrator Julissa Perez, Seagoville Economic Development Assistant Don Cole, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

A. Discuss regular session agenda items

City Manager Stallings stated Items #3 and #14 is a grant that is being proposed to a local business but we do not have elevations or a site plan to present so we are asking to table these items.

B. Discuss riprap/boulders for pond at C.O. Bruce Park

Community Development Director Barr presented riprap/boulders as a possible solution for the erosion problem at C.O. Bruce Park.

City Manager Stallings continued to review the Agenda Items.

13. Discuss and consider approving a Resolution of the City of Seagoville, Texas authorizing the City Manager to approve an Interlocal Cooperation Contract between Texas Department of Public Safety (“TXDPS”), an agency of the State of Texas, and the Municipal Court serving the City to implement the provisions of Chapter 706 of the Texas Transportation Code; providing a severability clause; providing a repealing clause; and providing an effective date (Municipal Court Administrator)

Court Administrator Perez stated this Resolution approves an Interlocal Cooperation Contract between Texas Department of Public Safety (“TXDPS”), an agency of the State of Texas, and the Municipal Court to implement the provisions of Chapter 706 of Texas Transportation Code. She also stated this is just renewing the contract.

Councilmember Fruin asked if this will also allow for the same hold to be put on the vehicle registration. Court Administrator Perez stated that is a different program but she will check into it.

15. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an agreement with Halff Associates, Inc. for the purpose of providing surveying and engineering services for the Ard Road pump station improvements phase 2; authorizing the City Manager to sign; and providing an effective date (Director of Water Utilities)

Water Utilities Director Ryan stated this Resolution is approving an agreement with Halff Associates, Inc. for the purpose of providing surveying and engineering services for the Ard Road pump station improvements phase 2.

Councilmember Fruin asked if we need a new building or just add-on the existing building. Water Utilities Director Ryan stated both options are being explored.

City Manager Stallings explained this information was obtained through the study by Halff Associates, Inc.

Adjourned at 6:51 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
SEPTEMBER 12, 2019**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:05 p.m. on Thursday, September 12, 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	
Mike Fruin	Councilmember	

The following staff members were also present: City Manager Patrick Stallings, Police Captain Steve Davis, Library Director Liz Gant, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Finance Director Patrick Harvey, Fire Chief Todd Gilcrease, Water Utilities Director Chris Ryan, Municipal Court Administrator Julissa Perez, Seagoville Economic Development Assistant Don Cole, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

Invocation – *Invocation was led by Don Cole.*

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

DISD – P-Tech present award to administration – *Dallas Independent School District’s P-Tech Department presented an award to thank City Staff for their participation in the program.*

Mayor’s Report – *None.*

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 Meeting minutes for August 26, 2019 (City Secretary)**

2. Approval of City of Seagoville’s Financial Policies for Fiscal Year 2019-2020 (Finance Director)

Motion to approve Consent Agenda as read – Hernandez, seconded by Magill; motion passed with all ayes. 4/0

REGULAR AGENDA-

3. First Reading – Consider approval of Resolution No. 46-R-2019 approving an Economic Development Grant from the Seagoville Economic Development Corporation to JWWIV, LLC in the amount of \$430,000 to offset the purchase price for the sale of the property owned by the Seagoville Economic Development Corporation and located at 2108 N. Highway 175 and 2110 N. Highway 175, Seagoville, Dallas County, Texas (City Manager)

Mayor Childress stated Agenda Item #3 will be tabled to a later date.

4. Discuss and consider approval of a Resolution amending the City of Seagoville’s Investment Policy for Fiscal Year 2019-2020 (Finance Director)

Finance Director Harvey explained the Public Funds Investment Act governs the way tax payers’ monies are invested and they require an annual approval of the policy.

Motion to approve a Resolution amending the City of Seagoville’s Investment Policy for Fiscal Year 2019-2020 – Hernandez, seconded by Magill; motion passed with all ayes. 4/0

5. Discuss and consider approval of a Resolution of the City Council of the City of Seagoville, Texas, approving the adopted budget for the Seagoville Economic Development Corporation for the fiscal year October 1, 2019 through September 30, 2020; providing that expenditures for said fiscal year shall be made in accordance with that budget; and declaring an effective date (Finance Director)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving the adopted budget for the Seagoville Economic Development Corporation for the fiscal year October 1, 2019 through September 30, 2020; providing that expenditures for said fiscal year shall be made in accordance with that budget; and declaring an effective date – Magill, seconded by Howard; motion passed with all ayes. 4/0

6. Discuss and consider approval of three (3) Hotel Occupancy Tax Grant Agreements with Seagoville Chamber of Commerce for Mayfest (\$12,500.00); Seagofest (\$12,500.00); and 4th of July Celebration (\$5,000.00) totaling Thirty Thousand (\$30,000.00) Dollars for the fiscal year October 1, 2019 through September 30, 2020 (Finance Director)

Motion to approve three (3) Hotel Occupancy Tax Grant Agreements with Seagoville Chamber of Commerce for Mayfest (\$12,500.00); Seagofest (\$12,500.00); and 4th of July Celebration (\$5,000.00) totaling Thirty Thousand (\$30,000.00) Dollars for the fiscal year October 1, 2019 through September 30, 2020 – Fruin, seconded by Magill; motion passed with all ayes. 4/0

7. Discuss and consider approval of an Ordinance of the City of Seagoville, Texas, approving and adopting a budget for the City for the fiscal year October 1, 2019 through September 30, 2020 and providing that expenditures for said fiscal year shall be made in accordance with said budget; providing a repealing clause; providing a severability clause, and declaring an effective date (Finance Director)

Motion to approve an Ordinance of the City of Seagoville, Texas, approving and adopting a budget for the City for the fiscal year October 1, 2019 through September 30, 2020 and providing that expenditures for said fiscal year shall be made in accordance with said budget; providing a repealing clause; providing a severability clause, and declaring an effective date – Magill, seconded by Howard.

Mayor Childress called for a record vote as follows:

- Howard – aye*
- Hernandez – aye*
- Magill – aye*
- Fruin – aye*
- Epps – absent*

Motion passed with all ayes. 4/0

8. Discuss and consider approval of an Ordinance of the City of Seagoville, Texas, adopting and levying ad valorem taxes for the fiscal year 2020 at a rate of \$0.788800 per one hundred dollars (\$100.00) assessed valuation on all taxable property within the corporate limits of the City as of January 1, 2019, to provide revenues for current expenses and interest and sinking fund requirements for all outstanding debt of the City; approving tax rolls; providing for due and delinquent dates together with penalties and interest; and declaring an effective date (Finance Director)

“I move that the property tax rate be increased by the adoption of a tax rate of \$0.788800, which is effectively a 9.18 percent increase in the tax rate” – Hernandez, seconded by Howard.

Mayor Childress called for a record vote as follows;

Howard – aye

Hernandez – aye

Magill – aye

Fruin – aye

Epps – absent

Motion passed with all ayes. 4/0

9. Discuss and consider approval of a Resolution ratifying the budget for Fiscal Year 2019-2020 that will require raising more revenues by 4.73% or \$241,150 from property taxes than the previous year and of that amount, \$63,870 is tax revenue to be raised from new property added to the tax roll this year (Finance Director)

Motion to approve a Resolution ratifying the budget for Fiscal Year 2019-2020 that will require raising more revenues by 4.73% or \$241,150 from property taxes than the previous year and of that amount, \$63,870 is tax revenue to be raised from new property added to the tax roll this year – Fruin, seconded by Magill.

Mayor Childress called for a record vote as follows:

Howard – aye

Hernandez – aye

Magill – aye

Fruin – aye

Epps – absent

Motion passed with all ayes. 4/0

10. Discuss and consider approval of an Ordinance approving a Water & Sewer Fund budget amendment for the fiscal year ended September 30, 2019 (Finance Director)

Motion to approve an Ordinance approving a Water & Sewer Fund budget amendment for the fiscal year ended September 30, 2019 – Howard, seconded by Magill; motion passed with all ayes. 4/0

11. Presentation of City of Seagoville’s Third Quarter Financial Report for Fiscal Year 2019 (Finance Director)

Finance Director Harvey presented the City of Seagoville’s Third Quarter Financial Report for Fiscal Year 2019.

No questions.

12. Discuss and consider an Ordinance of the City Council of the City of Seagoville, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2019 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached Exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached Exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC’s legal counsel (Director of Administrative Services)

Director of Administrative Services Brown introduced Atmos Representative Kenneth Mathis.

Atmos Representative Mathis explained the process for establishing the rates.

Councilmember Hernandez asked if the pipes in Seagoville have been updated and if Atmos can provide that in writing. Atmos Representative Mathis stated there is no cast iron in the City of Seagoville.

Councilmember Hernandez expressed his concern about the Atmos rates and how the funds are distributed.

No motion was made.

13. Discuss and consider approving a Resolution of the City of Seagoville, Texas authorizing the City Manager to approve an Interlocal Cooperation Contract between Texas Department of Public Safety (“TXDPS”), an agency of the State of Texas, and the Municipal Court serving the City to implement the provisions of Chapter 706 of the Texas Transportation Code; providing a severability clause; providing a repealing clause; and providing an effective date (Municipal Court Administrator)

Motion to approve a Resolution of the City of Seagoville, Texas authorizing the City Manager to approve an Interlocal Cooperation Contract between Texas Department of Public Safety (“TXDPS”), an agency of the State of Texas, and the Municipal Court serving the City to implement the provisions of Chapter 706 of the Texas Transportation Code; providing a severability clause; providing a repealing clause; and providing an effective date – Fruin, seconded by Magill; motion passed with all ayes. 4/0

14. Second Reading – Consider approval of Resolution No. 46-R-2019 approving an Economic Development Grant from the Seagoville Economic Development Corporation to JWWIV, LLC in the amount of \$430,000 to offset the purchase price for the sale of the property owned by the Seagoville Economic Development Corporation and located at 2108 N. Highway 175 and 2110 N. Highway 175, Seagoville, Dallas County, Texas (City Manager)

Mayor Childress stated Agenda Item #14 will be table to a later date.

15. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an agreement with Halff Associates, Inc. for the purpose of providing surveying and engineering services for the Ard road pump station improvements phase 2; authorizing the City Manager to sign; and providing an effective date (Director of Water Utilities)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas approving an agreement with Halff Associates, Inc. for the purpose of providing surveying and engineering services for the Ard road pump station improvements phase 2; authorizing the City Manager to sign; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 4/0

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

Councilmember Fruin reminded everyone about the Movie in the Park on Saturday night. He stated Hotel Transylvania will be playing at C.O. Bruce Park beginning at 7:00 p.m.

17. 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 7:45 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
WORK SESSION
SEPTEMBER 16, 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, September 16, 2019, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

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

A. Discuss Regular Session Agenda Items

1. Discuss and consider approval of a Resolution of the City of Seagoville, Texas, authorizing the Mayor to execute the Dallas Area Household Hazardous Waste Network Interlocal Agreement Amendment No. 2 between the City of Seagoville and Dallas County, from October 1, 2019 until September 30, 2020; and providing an effective date (Community Development Director)

Community Development Director Barr stated this Resolution allows for the Dallas Area Household Hazardous Waste Network Interlocal Agreement Amendment No. 2 between the City of Seagoville and Dallas County, from October 1, 2019 until September 30, 2020.

Councilmember Fruin asked if there was a price increase. Community Development Director Barr stated there is an increase of One Thousand Four Hundred Thirty-Three Dollars (\$ 1,433.00).

4. Conduct a public hearing on a request to amend from Planned Development-Ord 500 (PD-Ord 500) to Planned Development-19-01 Amended (PD-19-01A1) to provide for the construction of fire station on approximately 5.5± acres located on the north side of East Simonds Road at its intersection with East Farmers Road (Community Development Director)

City Manager Stallings stated this Ordinance is to amend the zoning for the Fire Station #2 property and he asked if there were any questions.

No questions.

6. Conduct a public hearing on an amendment to the City of Seagoville Zoning Ordinance, Division 15. Local Retail District Regulations, Section 25.02.351, “Use Regulations”, and Division 26, Special Uses, Section 25.02.631, “Uses which may be authorized by Ordinance”, by repealing the size reference contained therein for a grocery store, restaurant, and convenience store/mini mart (Community Development Director)

Councilmember Hernandez stated this Ordinance was put in place as a buffer for convenience stores that sale alcohol and are close in location. He also stated he has no problem as long as that portion of the Ordinance does not change.

City Manager Stallings stated this only changes the Special Use Permits (SUP) for restaurants.

8. Discuss and consider an Ordinance of the City Council of the City of Seagoville, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2019 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached Exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached Exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC’s legal counsel (Director of Administrative Services)

City Manager Stallings stated Item #8 will be pulled from the Agenda.

Adjourned at 6:44 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
SEPTEMBER 16, 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, September 16, 2019, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Library Director Liz Gant, Community Development Director Ladis Barr, Sergeant Andrew Sparrow, 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 Pro Tem Epps.*

Mayor's Report – None.

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.*

Billy Chasteen at 732 Jack St., Seagoville, Texas, stated Four Thousand Four Hundred Seventy-Three Dollars and Eighty-Four Cents (\$4473.84) was raised at the Back to School Bash this year. He stated Two Thousand Nine Hundred Ninety-Nine Dollars and Seventy-Eight Cents (\$2999.78) was spent on school supplies and Wal-Mart donated \$300.00 dollars. He also stated a truck full of school supplies was donated.

Jeremy Boss at 835 W. 8th St., Dallas, Texas, stated his concern about abused dogs and dead dogs being dumped in the City of Seagoville.

Karl Boss at 2701 Old Farm Dr., Seagoville, Texas expressed his concern of dead dogs being dumped in the City of Seagoville.

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

1. Discuss and consider approval of a Resolution of the City of Seagoville, Texas, authorizing the Mayor to execute the Dallas Area Household Hazardous Waste Network Interlocal Agreement Amendment No. 2 between the City of Seagoville and Dallas County, from October 1, 2019 until September 30, 2020; and providing an effective date (Community Development Director)

Motion to approve a Resolution of the City of Seagoville, Texas, authorizing the Mayor to execute the Dallas Area Household Hazardous Waste Network Interlocal Agreement Amendment No. 2 between the City of Seagoville and Dallas County, from October 1, 2019 until September 30, 2020; and providing an effective date – Hernandez, seconded by Magill; motion passed with all ayes. 4/0

REGULAR AGENDA-

2. Conduct a public hearing to discuss a zoning change from “PD-R-5” Planned Development – Residential 5 to “PD-R-5-SUP” Planned Development – Residential 5 with a Special Use Permit, which shall expire on March 13, 2020, to allow for a Temporary Batch Plant, on approximately 1.5+ acres being Lots 21 through 32, Block J, of the Seagoville Farms Subdivision located on the south side of East Farmers Road between Simonds Road and Alto Road (Community Development Director)

Mayor Pro Tem Epps opened the public hearing at 7:11 p.m.

No one spoke for or against.

Mayor Pro Tem Epps closed the public hearing at 7:11 p.m.

3. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance, as amended by changing the zoning from “PD-R-5” Planned Development – Residential 5 to “PD-R-5-SUP” Planned Development – Residential 5 with a Special Use Permit, which shall expire on March 13, 2020, to allow for a Temporary Batch Plant, on approximately 1.5±acres being Lots 21 through 32, Block J, of the Seagoville Farms Subdivision located on the south side of East Farmers Road between Simonds Road and Alto Road, in the City of Seagoville, Texas; providing for special conditions; providing for an approved site plan which is attached hereto and incorporated herein as Exhibit “A”; providing for the repeal of all Ordinances in conflict; providing for a severability clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)

*Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance, as amended by changing the zoning from “PD-R-5” Planned Development – Residential 5 to “PD-R-5-SUP” Planned Development – Residential 5 with a Special Use Permit, which shall expire on March 13, 2020, to allow for a Temporary Batch Plant, on approximately 1.5±acres being Lots 21 through 32, Block J, of the Seagoville Farms Subdivision located on the south side of East Farmers Road between Simonds Road and Alto Road, in the City of Seagoville, Texas; providing for special conditions; providing for an approved site plan which is attached hereto and incorporated herein as Exhibit “A”; providing for the repeal of all Ordinances in conflict; providing for a severability clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date – Magill, seconded by Hernandez; motion passed with all ayes.
4/0*

4. Conduct a public hearing on a request to amend from Planned Development-Ord 500 (PD-Ord 500) to Planned Development-19-01 Amended (PD-19-01A1) to provide for the construction of fire station on approximately 5.5±acres located on the north side of East Simonds Road at its intersection with East Farmers Road (Community Development Director)

Mayor Pro Tem Epps opened the public hearing at 7:13 p.m.

Halff Associates, Inc., Project Manager Alan Lafon stated this is the last process of the rezoning for the Fire Station property and he is here to answer any questions.

Mayor Pro Tem Epps closed the public hearing at 7:14 p.m.

5. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, as heretofore amended by granting a change in zoning from Planned Development-Ord 500 (PD-Ord 500) to Planned Development-19-01 Amended (PD-19-01A1) to provide for the construction of fire station on approximately 5.5±acres located on the north side of East Simonds Road at its intersection with East Farmers Road, Seagoville, Dallas County, Texas, and being legally described and depicted in Exhibit “A”, attached hereto and incorporated herein; providing for amended development regulations; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)

Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, as heretofore amended by granting a change in zoning from Planned Development-Ord 500 (PD-Ord 500) to Planned Development-19-01 Amended (PD-19-01A1) to provide for the construction of fire station on approximately 5.5±acres located on the north side of East Simonds Road at its intersection with East Farmers Road, Seagoville, Dallas County, Texas, and being legally described and depicted in Exhibit “A”, attached hereto and incorporated herein; providing for amended development regulations; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date – Magill, seconded by Hernandez; motion passed with all ayes. 4/0

6. Conduct a public hearing on an amendment to the City of Seagoville Zoning Ordinance, Division 15. Local Retail District Regulations, Section 25.02.351, “Use Regulations”, and Division 26, Special Uses, Section 25.02.631, “Uses which may be authorized by Ordinance”, by repealing the size reference contained therein for a grocery store, restaurant, and convenience store/mini mart (Community Development Director)

Mayor Pro Tem Epps opened the public hearing at 7:16 p.m.

No one spoke for or against.

Mayor Pro Tem Epps closed the public hearing at 7:16 p.m.

7. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances, Chapter 25, “Zoning”, Article 25.02, “Zoning Ordinance”, by amending Division 15, “LR - Local Retail District Regulations”, Section 25.02.351, “Use Regulations”, and Division 26, “Special Uses”, Section 25.02.631, “uses which may be authorized by Ordinance”, providing a penalty clause; providing a severability clause; providing a repealing clause; and providing an effective date (Community Development Director)

Councilmember Hernandez asked what is the difference between a grocery store and a convenience store. Community Development Director Barr stated a convenience store consists of prepackaged items and off-site consumption. Councilmember Hernandez stated he was concerned about a loophole for convenience stores to be called a grocery store. Community Development Director Barr stated the Ordinance has definitions for grocery stores and convenience stores.

Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances, Chapter 25, “Zoning”, Article 25.02, “Zoning Ordinance”, by amending Division 15, “LR - Local Retail District Regulations”, Section 25.02.351, “Use Regulations”, and Division 26, “Special Uses”, Section 25.02.631, “uses which may be authorized by Ordinance”, providing a penalty clause; providing a severability clause; providing a repealing clause; and providing an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 4/0

8. Discuss and consider an Ordinance of the City Council of the City of Seagoville, Texas, approving a negotiated settlement between the Atmos Cities Steering Committee (“ACSC”) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2019 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attached Exhibit establishing a benchmark for pensions and retiree medical benefits; approving an attached Exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC’s reasonable ratemaking expenses; determining that this ordinance was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this ordinance to the company and the ACSC’s legal counsel (Director of Administrative Services)

Mayor Pro Tem Epps stated Agenda Item #8 has been pulled.

9. Receive a presentation concerning the City of Seagoville ranking #49 of the Safest Cities to Live in Texas 2019 as reported by BackgroundChecks.org (Police Chief)

Police Chief Calverley stated he was contacted by BackgroundChecks.org stating Seagoville was ranked #49 of the Safest Cities to Live in Texas 2019. He stated Seagoville is only one (1) of five (5) cities in Dallas County and the only city in Kaufman County that made the list. He also stated this is the fourth (4th) year the City of Seagoville made the list.

10. Receive a presentation on the new Seagoville Police Department Unmanned Aircraft System (U.A.S.) Program (Police Chief)

Police Chief Calverley and Police Sergeant Sparrow presented the unmanned Aircraft System (U.A.S.)

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

None.

12. 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 7:45 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Consent Session Agenda Item: 2

Meeting Date: October 7, 2019

ITEM DESCRIPTION:

Consider approving a Resolution of the City of Seagoville, Texas designating the Daily Commercial Record as the official newspaper for the City of Seagoville, Texas; providing for repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

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

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

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

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

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

FINANCIAL IMPACT:

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

RECOMMENDATION:

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

EXHIBITS:

Resolution designating Daily Commercial Record as official newspaper

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

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

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

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

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

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

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

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

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

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

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 7th day of October, 2019.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

Regular Session Agenda Item: 3

Meeting Date: October 7, 2019

ITEM DESCRIPTION:

Conduct interviews with Boards & Commissions Applicant for appointment.

BACKGROUND OF ISSUE:

At this time, Place Two (2), Place Three (3), and Place Four (4) are vacant on the Keep Seagoville Beautiful Commission. Ms. Carolyn Jackson has submitted an application to fill one of the vacancies on the aforementioned board. In compliance with Ordinance No. 24-2019, a criminal background check has been completed for Ms. Jackson.

In the past City Council has interviewed all boards and commission applicants. At this time, brief interviews may be conducted with the applicants. For your convenience, a list of appointments has been provided.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

List of appointments

Regular Session Agenda Item: 4

Meeting Date: October 7, 2019

ITEM DESCRIPTION:

First Reading – Consider approval of Resolution No. 46-R-2019 approving an Economic Development Grant from the Seagoville Economic Development Corporation to JWWIV, LLC in the amount of \$430,000 to offset the purchase price for the sale of the property owned by the Seagoville Economic Development Corporation and located at 2108 N. Highway 175 and 2110 N. Highway 175, Seagoville, Dallas County, Texas.

BACKGROUND OF ISSUE:

The SEDC owns the property located at 2108 and 2110 N. Highway 175, Seagoville, Dallas County, Texas. John Williams of JWWIV, LLC ("Company") desires to purchase and develop the property by constructing retail and commercial facilities to include tractor, trailer, mower and equipment sales and/or rentals. Since the development of the properties will provide business expansion and new business enterprise as well as result in the creation of new jobs in the City, the SEDC desires for the Company to construct the proposed facilities. The Company has advised that a contributing factor that would induce the construction on the properties would be an agreement for SEDC to provide an economic development grant to reduce the cost of the purchase of the property. The SEDC has held a public hearing on the economic development grant to Company in the amount of \$430,000.00 to offset the purchase price of the SEDC owned property located at 2108 and 2110 N. Highway 175, Seagoville, Dallas County, Texas.

Mr. Williams' is an established business owner here in the City of Seagoville. Based on Mr. Williams' professionalism, experience and success, staff recommends approval of this Grant.

FINANCIAL IMPACT:

Economic Development Incentive Grant in the amount of \$430,000.00

EXHIBITS:

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

RESOLUTION NO. 46-R-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND JWWIV, LLC AS REFLECTED IN THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT, RESTRICTION AGREEMENT, AND REAL ESTATE PURCHASE AGREEMENT BETWEEN THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the SEDC has negotiated and intends to undertake a project which will result in the creation of new jobs and which will promote new and expanded business enterprises within the City with JWWIV, LLC under the terms and conditions set forth in an Economic Development Incentive Agreement attached hereto as Exhibit “A,” a Restriction Agreement attached hereto as Exhibit “B”, and a Real Estate Purchase Agreement attached hereto as Exhibit “C,” (the “Project”) and

WHEREAS, section 505.158 mandates that the SEDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings; and

WHEREAS, the City Council has determined that the Project contemplated by SEDC and JWWIV, LLC under the terms and conditions set forth in the Incentive Agreement, Restriction Agreement, and Real Estate Purchase Agreement will create new jobs and will promote new and expanded business enterprises within the City of Seagoville; and

WHEREAS, the City Council finds that the expenditure of funds pursuant by SEDC in undertaking the Project is authorized by the Act and that the Project should be approved and authorized; and

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

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

Section 1. That the City Council hereby approves and authorizes the Project between the Seagoville Economic Development Corporation and JWWIV, LLC under the terms and conditions set forth in an Economic Development Incentive Agreement attached hereto as Exhibit “A,” a Restriction Agreement attached hereto as Exhibit “B”, and a Real Estate Purchase Agreement attached hereto as Exhibit “C.”

Section 2. That the City Council authorizes the SEDC to enter into any additional agreements necessary to undertake the Project in accordance with the terms and conditions set

forth in the Incentive Agreement, the Restriction Agreement, and the Real Estate Purchase Agreement.

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

DULY RESOLVED AND ADOPTED First Reading and Second Reading of the City Council of the City of Seagoville, Texas, this the 7th day of October, 2019.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(TM110622 090419)

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

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

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

WITNESSETH:

WHEREAS, Company was established in 2002 and currently employs approximately 15 full time employees at a minimum salary of \$41,600 annually at its Seagoville location; and

WHEREAS, Company intends to expand its business operations and desires to purchase the Property (as hereafter defined) from SEDC and intends to construct Improvements (as hereafter defined) on the Property and use the Improvements for the Required Uses (as hereafter defined); and

WHEREAS, the Company intends to make a Capital Investment of approximately Nine Hundred Thousand Dollars (\$900,000.00) in the Improvements to be located at the Improvements and/or on the Property; and

WHEREAS, Company has advised SEDC that a contributing factor that would induce Company to purchase the Property and construct the Improvements on the Property would be an agreement by SEDC to provide an economic development incentive grant to Company to defray the cost of the acquisition of the Property; and

WHEREAS, the Improvements will provide for new business enterprises in the City and will promote new or expanded business development in the City and will result in the creation of new jobs; and

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

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

WHEREAS, the SEDC has determined that making the Purchase Grant to Company in accordance with this Agreement will further the objectives of SEDC, will benefit the City and the City’s inhabitants and will promote local economic development and stimulate business and commercial activity in the City.

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

Article I Definitions

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

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

“Capital Investment” shall mean the aggregate of the total costs of design and construction of the Improvements (inclusive of all hard and soft costs) on the Property but not including costs related to the purchase of the Property.

“City” shall mean the City of Seagoville, Texas, a home rule municipality.

“Commencement Date” shall mean the later of: (i) the date the first final certificate of occupancy is issued by the City for any phase of the Improvements for the Required Uses; and (ii) the date said phase of the Improvement is open for business and serving the citizens of the City and its visitors for the Required Uses.

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

“Company” shall mean JWWIV, LLC, a Texas limited liability company and its successors and assigns.

“Completion of Construction” shall mean substantial completion and issuance of a final certificate of occupancy by City for occupancy of the Phase I Improvements and the Phase II Improvements.

“Completion of Phase I Construction” shall mean substantial completion and issuance of a final certificate of occupancy has been issued by the City for Occupancy of the Phase I Improvements.

“Construction Equipment Rental Business” shall mean a for-profit business entity opened to the public and operating on the Property, offering for rent small and large construction equipment, with the condition that the business entity must have, located on the Property, an equipment inventory of not less than five (5) pieces of small and heavy construction equipment offered for rental, such equipment to include a skidster, a backhoe, a jack hammer, and similar equipment.

“Construction Plans” shall mean the plans and specifications sufficient for the construction of the Improvements on the Property (including civil, architectural, grading and site plans) in accordance with the Zoning and any design plans approved by the City.

“Effective Date” shall mean the last date this Agreement has been signed by authorized representatives of all Parties.

“Employment Period” shall mean each twelve (12) consecutive month period following the Commencement Date during the term of this Agreement.

“Employment Positions” shall mean FTE Position Primary Jobs eligible for employee benefits that have been created, maintained, and filled at the Improvements per Employment Period from the Commencement Date and continuing until the Expiration Date. The number of FTE’s for an Employment Period shall be based on a weekly average account of FTE’s working at the Improvements during each calendar week during the Employment Period.

“Expiration Date” shall mean the fifth (5th) anniversary date of the Commencement Date except that, if Company has established and is operating a Construction Equipment Rental Business on the Property continuously for at least thirty (30) days prior to and on the fourth (4th) anniversary date of the Commencement Date, then “Expiration Date” shall mean the fourth (4th) anniversary date of the Commencement Date.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“FTE Position” or “FTE” means a position filled by individuals scheduled to work at the Improvements for a combined total of at least 2,080 hours during an Employment Period.

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

“Improvements” shall mean a minimum of two (2) buildings constructed on the Property for the Required Uses and consisting of a total combined minimum area of 8,000 square feet, and shall further include other ancillary facilities such as reasonably required parking, drives, and landscaping, all as more fully described in submittals filed with the City from time to time in order to obtain building permits. The Improvements will be constructed in phases as defined herein and shall be comprised of the Phase I Improvements and the Phase II Improvements.

“Phase I Improvements” shall mean a portion of the Improvements to be constructed first and to be occupied and used by Company or a third-party to whom Company leases the premises for tractor and mower sales and service.

“Phase II Improvements” shall mean a portion of the Improvements to be constructed concurrently with or following the construction of the Phase I Improvements and to be occupied and used by Company or a third-party to whom Company leases the premises for trailer sales and service, parts sales, and related storage. The total combined minimum area of the Phase I Improvements and the Phase II Improvements shall be 8,000 square feet.

“Primary Jobs” shall have the same meaning as assigned by Section 501.002(12) of the Texas Local Government Code.

“Project” means Company’s purchase of the Property from the SEDC and Company’s construction of the Improvements thereon.

“Project Commencement Date” shall mean the date that is ten (10) business days after the date that the conditions precedent set forth in Section 6.14 of this Agreement have been fully satisfied.

“Property” shall mean the two parcels of real property consisting of a total of approximately 5.677 acres and being comprised of (i) an approximately 1.153 acre parcel described as Lot 2 Block 1 of Seagoville Place, commonly known as 2110 North U.S. Highway 175, and (ii) an approximately 4.524 acre parcel described as Lot 1, Block 1 of Replat of part of Seagoville Place, commonly known as 2108 North U.S. Highway 175, both being located in Seagoville, Dallas County, Texas and being depicted on Exhibit “A,” attached hereto and incorporated herein by reference. The two parcels may be later replatted as one parcel and, upon such event, the definition of “Property” shall refer to the one replatted parcel.

“Purchase Grant” shall mean an economic development incentive grant in the amount of Four Hundred Thirty Thousand Dollars (\$430,000.00) applied by SEDC to the purchase price of the Property upon the Closing of said purchase in accordance with the provisions of the Real Estate Purchase Agreement.

“Real Estate Purchase Agreement” means that certain Real Estate Purchase Agreement between the Parties, as amended from time to time, providing for the sale of the Property by SEDC to Company for the purchase price of \$430,000.00.

“Related Agreements” means any written agreement (not including this Agreement) by and between SEDC or City and Company or any entity affiliated with Company, including but not limited to the Real Estate Purchase Agreement and the Restriction Agreement.

“Required Uses” shall mean the development, use, and operation of the Improvements after Completion of Construction by Company for trailer, tractor, mower and equipment retail sales (including parts sales), service, rental, related storage, and provision and operation of related amenities, all open and available to the public and serving the citizens of the City.

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

“Right of First Refusal” shall mean that certain Right of First Refusal Provision in the Restriction Agreement between SEDC and Company, setting forth the terms of agreement between the Parties regarding the grant of a right of first refusal to SEDC to purchase the Property.

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

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

Article II Term

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

Article III Economic Development Grant

3.1 Purchase Grant. Subject to the continued satisfaction of all terms and conditions of this Agreement and the Related Agreements by Company, and further subject to the obligations of Company to repay the Purchase Grant pursuant to Section 5.2 herein, SEDC agrees to provide Company with the Purchase Grant as set forth herein, said grant to be in the amount of \$430,000.00 applied by SEDC to the purchase price of the Property upon the Closing of Company's purchase of the Property in accordance with the provisions of the Real Estate Purchase Agreement.

3.2 Grant Limitations. Under no circumstances shall the obligations of SEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement by Company. None of the obligations of SEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3.3 Current Revenue. The Purchase Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by SEDC.

Article IV Conditions to Economic Development Grant

The obligations of SEDC to provide the Purchase Grant shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by Company and each of the terms and conditions set forth below:

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

4.2 Project Plans and Construction. Company shall cause the design, Commencement of Construction and Completion of Construction of the Improvements in accordance with the Terms of this Agreement and the Related Agreements. Company shall cause all necessary permits and approvals required by City and any applicable governmental authorities to be issued for the construction of the Improvements. This includes obtaining the City approval of the necessary Zoning for the Property, including concept plan approval for the construction and development of the Improvements. Prior to Commencement of Construction Company shall submit the Construction Plans for approval by City. Company shall, subject to events of Force Majeure, cause the Construction Plans to be submitted to the City for approval within thirty (30) business days

following the Project Commencement Date. Subject to the terms and conditions of this Agreement, Company agrees to design and construct, or cause to be designed and constructed, the Improvements in accordance with the applicable Zoning and the approved Construction Plans. Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Facilities to occur on or before fifteen (15) business days following City approval of the Construction Plans; and subject to events of Force Majeure, Company shall cause Completion of Construction of the Phase I Improvements to occur within eighteen (18) months after the date of Commencement of Construction and completion of Construction of Phase II Improvements to occur within thirty-six (36) months after the date of Commencement of Construction.

4.3 Capital Investment. Company's Capital Investment for the Improvements as of the Completion of Construction shall be not less than Nine Hundred Thousand (\$900,000.00) Dollars. Company shall, not later than fifteen (15) calendar days after the date of Completion of Construction (as defined herein) of the Improvements, deliver to SEDC copies of all records, contracts, receipts, invoices, bills and such other information as SEDC may reasonably request to document compliance with the required Capital Investment. In the event the final total cost of the design and construction of the Improvements, as reasonably verified by SEDC, is less than Nine Hundred Thousand Dollars (\$900,000.00), the Company shall, at SEDC's option, pay the SEDC the difference in value between \$900,000.00 and the final total cost of the design and construction of the Improvements as reasonably verified by SEDC.

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

4.5 Continuous Occupancy and Operation. Company shall ensure that within eighteen months of the Commencement of Construction, a certificate of occupancy is issued by the City for the Required Uses in the Phase I Improvements and that Company or a third-party who has leased space within the Phase I Improvements continuously occupies the Phase I Improvements for the Required Uses and conducts a sales-tax generating business thereon until the Expiration Date. Company shall further ensure that within thirty-six (36) months of the Commencement of Construction, a certificate of occupancy is issued by the City for the Required Uses in the Phase II Improvements and that Company or a third-party who has leased space within the Phase II Improvements continuously occupies the Phase II Improvements for the Required Uses and conducts a sales tax generating business thereon until the Expiration Date.

4.6 Casualty and Condemnation. If the Improvements are damaged partially or destroyed by casualty, regardless of the extent of the damage or destruction, Company shall, subject to events of Force Majeure and the availability of adequate insurance proceeds, within two hundred seventy (270) days from the date of such casualty commence to repair, reconstruct or replace the damaged or destroyed portion of the Improvements, as applicable, and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the Improvements to substantially their condition immediately prior to the Casualty.

4.7 Employment Positions. During the term of this Agreement, following the Commencement Date and continuing thereafter until the Expiration Date, Company shall maintain no fewer than five (5) Employment Positions at the Improvements. Company shall, within thirty (30) days after each anniversary date of the Commencement Date, supply SEDC with copies of employment records and such other information as may be reasonably requested by SEDC to document compliance with the required Employment Positions.

Article V Termination; Repayment

5.1 Termination. This Agreement shall terminate upon any one of the following:

- (a) by written agreement of the Parties;
- (b) on the Expiration Date;
- (c) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement or a Related Agreement and such breach is not cured within thirty (30) days after written notice thereof; provided however if such breach cannot reasonably be cured within such thirty (30) day period, such breaching party shall be allowed additional time (not to exceed thirty (30) additional days) to cure such breach so long as the breaching party begins the cure within the initial thirty (30) days and diligently pursues the cure to completion within sixty (60) days after written notice of such breach;
- (d) upon written notice by SEDC, if Company suffers an event of Bankruptcy or Insolvency;
- (e) upon written notice by SEDC, if any Impositions owed to City or the State of Texas by Company shall become delinquent and Company fails to cure such undisputed Imposition(s) within thirty (30) days after written notice thereof (provided, however Company retains the right to timely and properly protest and contest any such Impositions); and
- (f) upon written notice by either Party, if any subsequent Federal or State legislation or any non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment. In the event the Agreement is terminated by SEDC pursuant to Sections 5.1(c), (d), (e), or (f), above, in addition to the SEDC's Option to Repurchase and its Right of First Refusal, as reflected in the Restriction Agreement, not later than the sixtieth (60th) day after said termination, Company shall refund to SEDC:

- (a) if Company fails to complete construction of Phase I Improvements within eighteen (18) months after Commencement of Construction and/or fails to secure a final certificate of occupancy for the Required Uses in the Phase I Improvements within eighteen (18) months of Commencement of Construction of the Phase I Improvements, an amount equal to fifty percent (50%) of the Purchase Grant; and
- (b) if, commencing eighteen (18) months after Completion of Construction of the Phase I Improvements, Company fails to create and/or maintain five (5) full-time Employment Positions as required by section 4.7 of this Agreement for any Employment Period, an amount equal to twenty-five percent (25%) of the Purchase Grant for each such Employment Period; and
- (c) if Company fails to complete construction of Phase I and Phase II Improvements within thirty-six (36) months of Commencement of Construction and/or fails to secure a final certificate of occupancy for Required Uses for Phase I and Phase II Improvements within thirty-six (36) months of Commencement of Construction, an amount equal to seventy-five percent (75%) of the Purchase Grant.

5.3 Right of Offset. SEDC may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City or SEDC from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise and regardless of whether or not the debt due SEDC or City has been reduced to judgment by a court.

5.4 Purchase Option and Repurchase of Property. The Parties have entered into that certain Restriction Agreement as of the Effective Date, the terms of which, among other things, grants SEDC an option, upon the occurrence of certain conditions specified in the Restriction Agreement, to repurchase the Property from the Company and a Right of First Refusal to repurchase the Property from Company under circumstances as set forth in the Restriction Agreement. Notwithstanding any provision of this Agreement to the contrary, if SEDC repurchases the Property from Company following the exercise of the Right, as defined in the Restriction Agreement, Company will not be required to pay SEDC the Purchase Grant directly in cash, it being understood and agreed that the Repurchase Price (as determined in the Restriction Agreement) provides for reduction of the amount to be paid by SEDC to Company to repurchase the Property from Company by an amount equal to the Purchase Grant.

Article VI Miscellaneous

6.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns

of the respective Parties. This Agreement may not be assigned without the prior written consent of SEDC; provided however Company may collaterally assign or pledge Company's rights in the Property under this Agreement to Company's Lender as security for a loan for the Project.

6.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that the Parties, in satisfying the conditions of this Agreement, have acted independently, and SEDC assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless SEDC from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of Company's performance of the conditions under this Agreement.

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

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

If intended for SEDC, to

Patrick Stallings, Exec. Director
SEDC
702 N. Highway 175
Seagoville, Texas 75159
Facsimile No. (972) 287-3891

With a copy to:

Victoria Thomas, City Attorney
Nichols, Jackson, Dillard, Hager &
Smith, LLP
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

If intended for Company, to:

Attn: John Wesley Williams, IV
JWW IV, LLC
7431 CR 125
Terrell, Texas 75161
Email: Johnjr@rjtrailers.com

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

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

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

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

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

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

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

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

6.13 Employment of Undocumented Workers. During the term of this Agreement and for a period of five (5) years after the Closing and conveyance of the Property to Company, Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the amount of the Improvements Grant and any other funds received by Company from SEDC as of the date of such violation within one hundred twenty (120) days after the date Company is notified by SEDC of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

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

- (i) Company and SEDC having entered into the Real Property Purchase Agreement;
- (ii) Company and SEDC having entered into the Restriction Agreement; and

(ii) Zoning having occurred and a Zoning Ordinance amending the zoning classification of the Property to allow the uses anticipated by this Agreement and the Related Agreements having been approved by the City.

EXECUTED on this _____ day of _____, 2019.

**SEAGOVILLE ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Patrick Stallings
SEDC Executive Director and President

EXECUTED on this _____ day of _____, 2019.

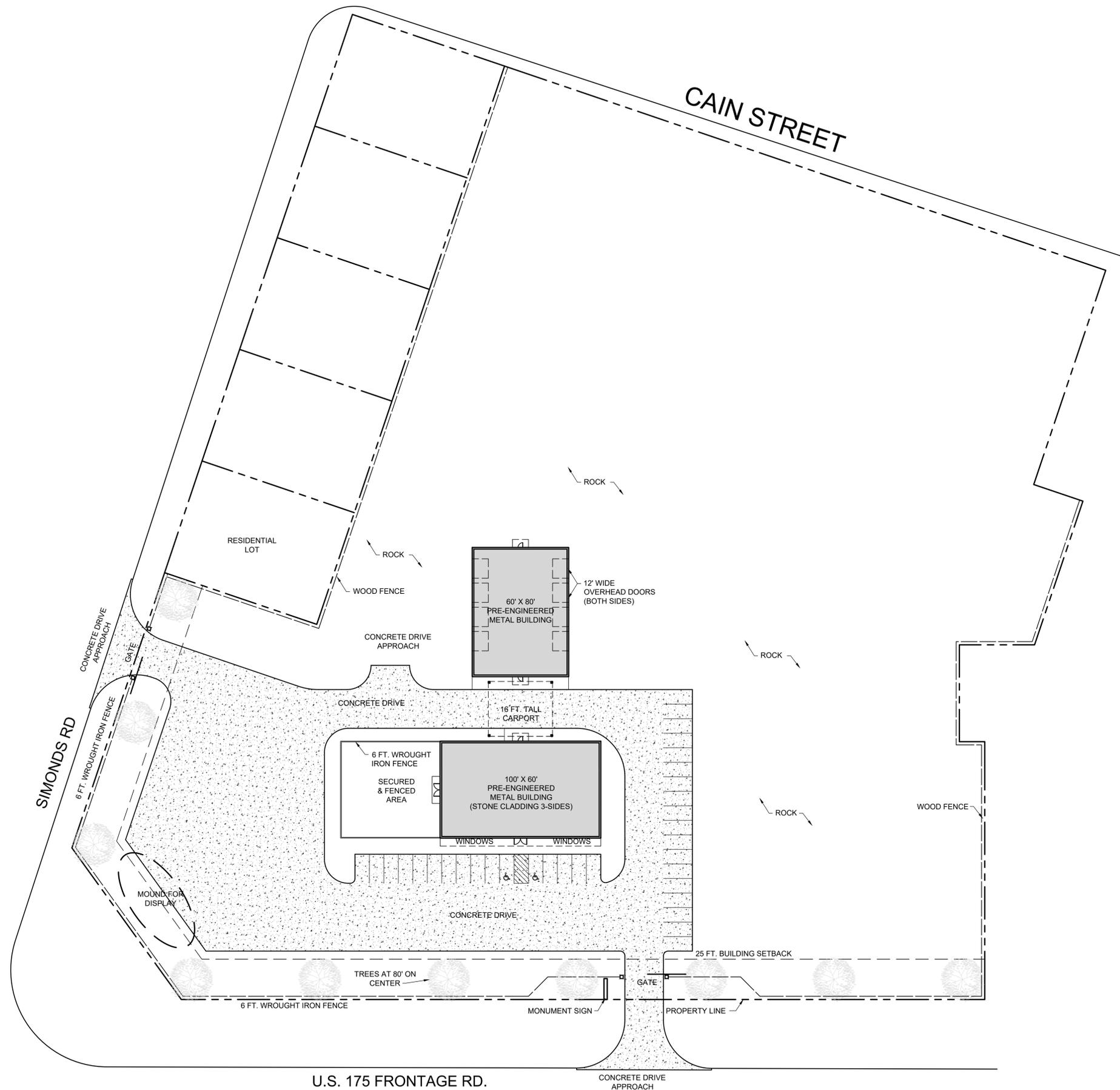
**JWWIV, LLC,
a Texas Limited Liability Company**

By: _____
John W. Williams, IV
Manager

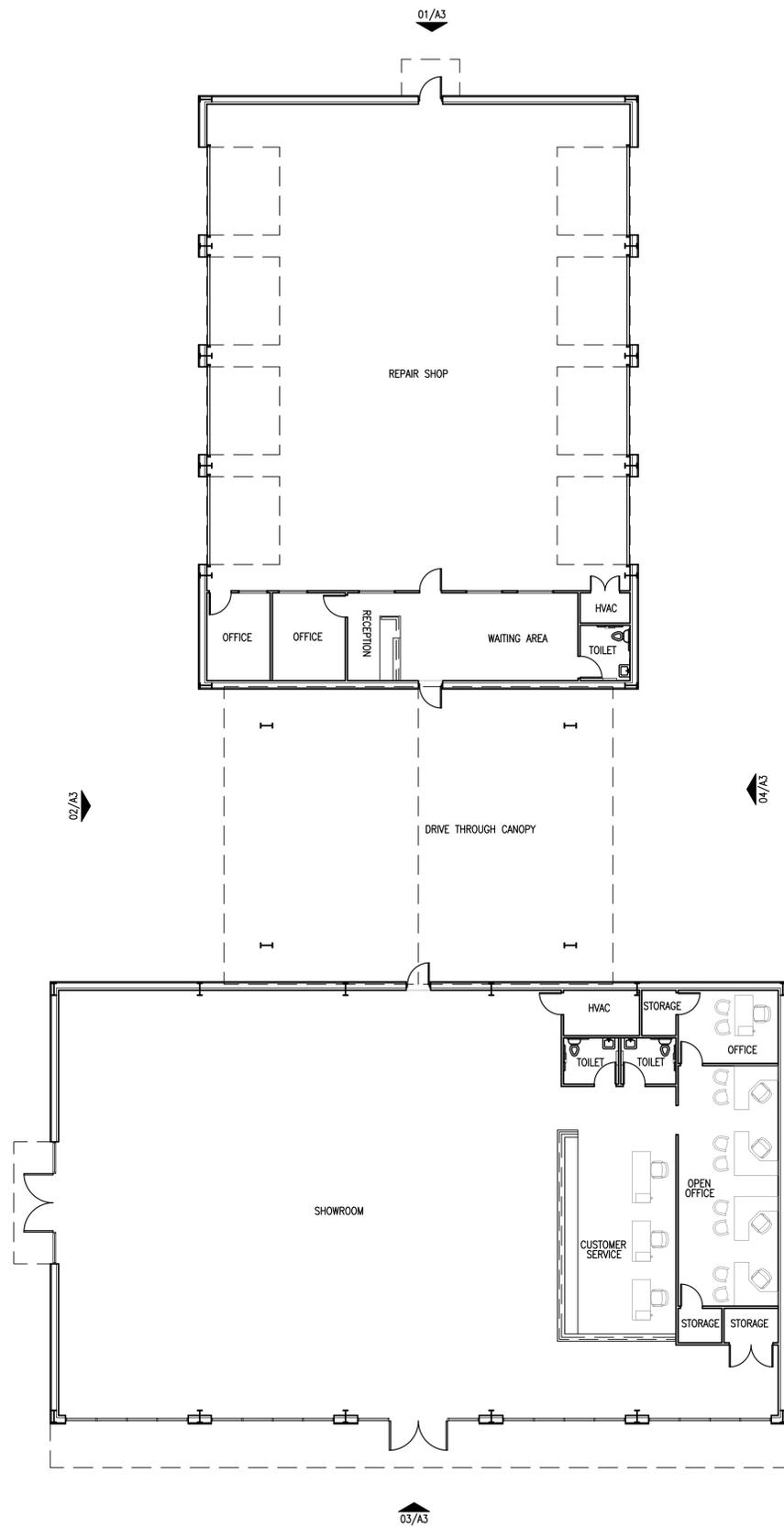
APPROVED AS TO FORM:

CITY ATTORNEY

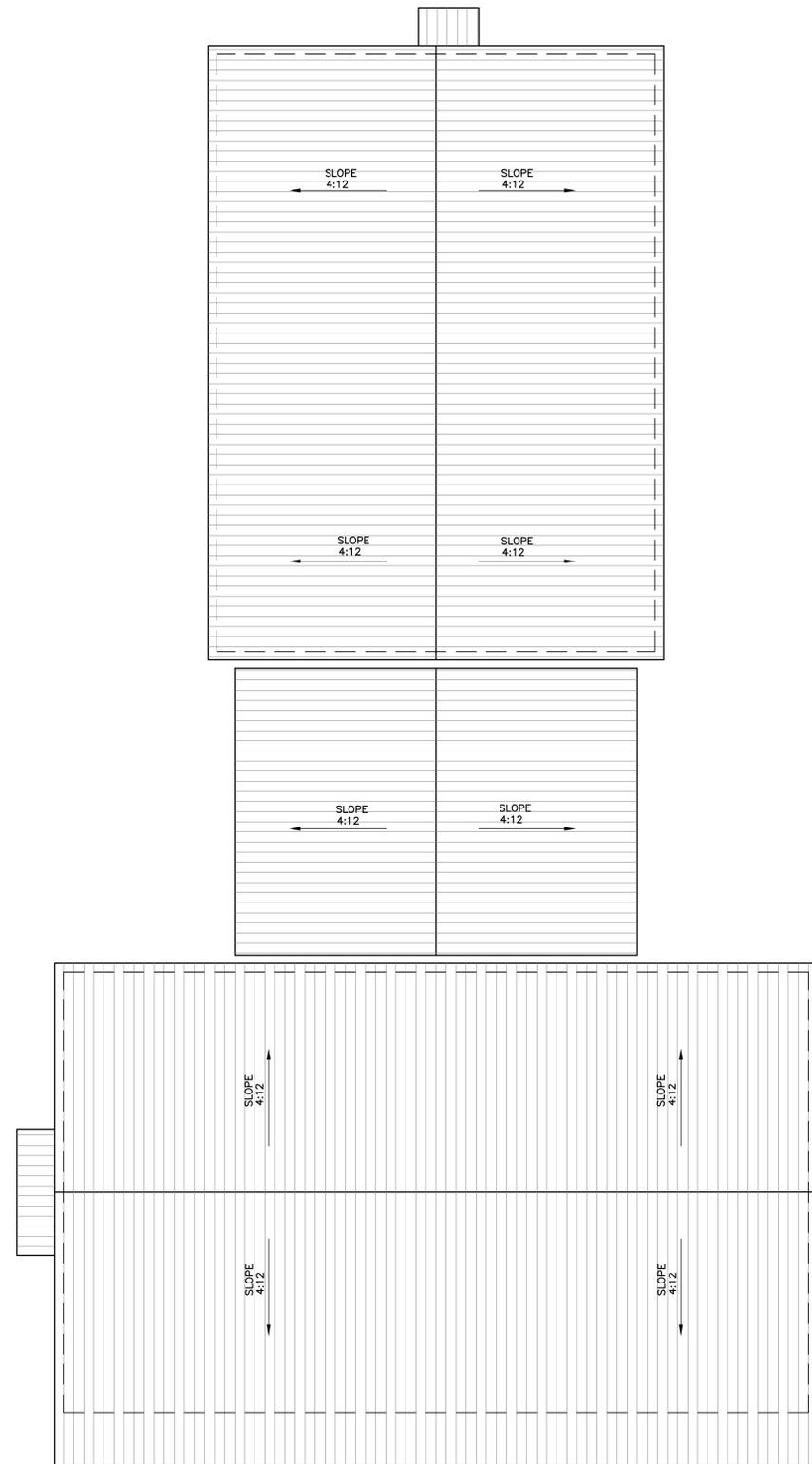
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CONCEPT PLAN



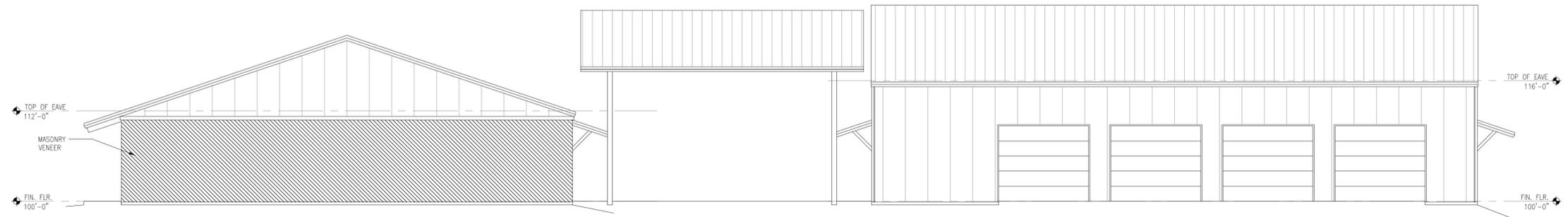
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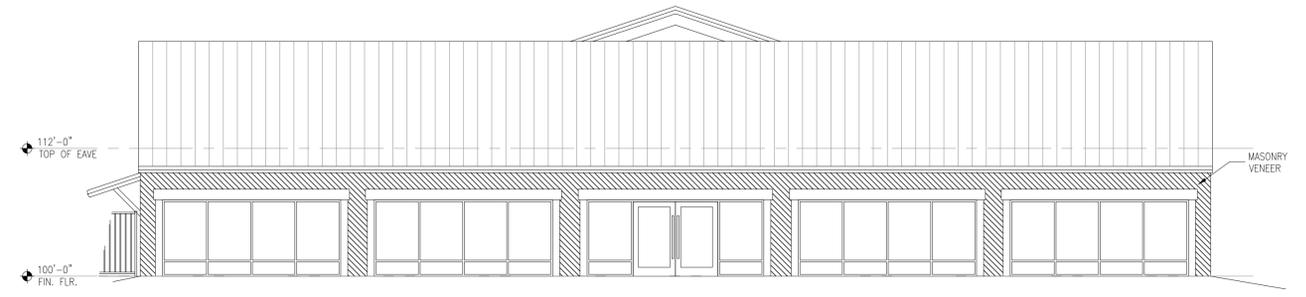
02 OVERALL FLOOR PLAN
 A2.1 SCALE: 3/32" = 1'0"
 NORTH



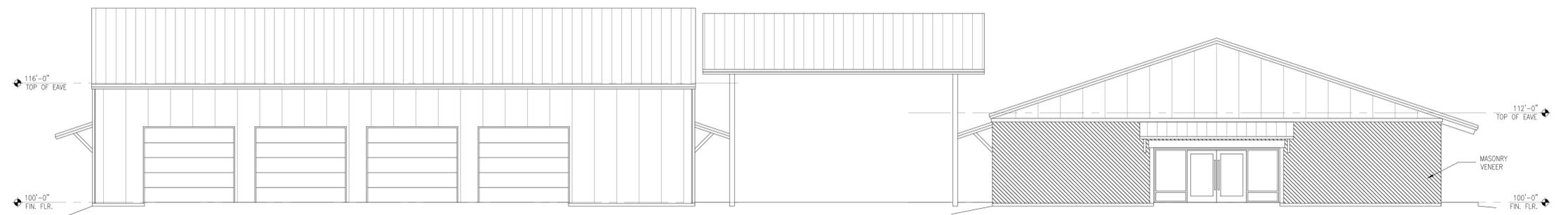
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 NORTH



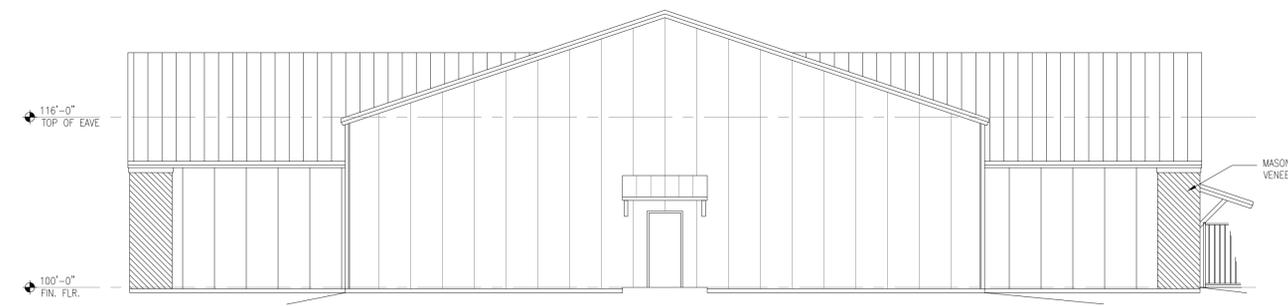
04 EAST ELEVATION
A2.1 SCALE: 1/8" = 1'-0"



03 SOUTH ELEVATION
A2.1 SCALE: 1/8" = 1'-0"



02 WEST ELEVATION
A2.1 SCALE: 1/8" = 1'-0"



01 NORTH ELEVATION
A2.1 SCALE: 1/8" = 1'-0"

WHEN RECORDED RETURN TO:

City of Seagoville
Attention: Patrick Stallings
702 N. Highway 175
Seagoville, Texas 75159

(Space Above For Recorder’s Use Only)

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

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

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

RECITALS

WHEREAS, as of the Effective Date, pursuant to the Real Estate Purchase Agreement, Developer has purchased the Property from SEDC; and

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

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

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

Article I
Property Subject to Declaration

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

Article II
Definitions

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

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

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

“Completion of Construction” shall mean substantial completion and issuance of a final certificate of occupancy by City for occupancy of the Phase I Improvements and the Phase II Improvements (as those terms are defined in the Economic Development Incentive Agreement).

"Construction Plans" means the plans and specifications sufficient for the construction of the Improvements on the Property (including civil, architectural, grading and site plans) in accordance with the Zoning and any design plans approved by the City.

“Economic Development Incentive Agreement” means that certain Economic Development Agreement between SEDC and Developer relating to the SEDC’s provision of the Purchase Grant and Developer’s agreement to the conditions related thereto.

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

“Force Majeure” means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, City delay of permits or other approvals, government or de facto governmental action (unless caused by acts of omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, adverse weather conditions, transportation delays or difficulties, shortages of materials or labor, financial institution shutdowns, electronic funds transfer delays or difficulties, and economic disruptions.

“Improvements” shall mean a minimum of two (2) buildings constructed on the Property for the Required Uses and consisting of a total combined minimum area of 8,000 square feet, and

shall further include other ancillary facilities such as reasonably required parking, drives, and landscaping, all as more fully described in submittals filed with the City from time to time in order to obtain building permits. The Improvements will be constructed in phases as defined herein and shall be comprised of the Phase I Improvements and the Phase II Improvements, as those terms are defined in the Economic Development Incentive Agreement.

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

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

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

"Option Termination Date" means the fourth (4th) anniversary of the Option Commencement Date, as may be extended by an event of Force Majeure.

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

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

"Property" means the two parcels of real property consisting of a total of approximately 5.677 acres and being comprised of : (i) an approximately 1.153 acres parcel described as Lot 2 Block 1 of Seagoville Place, commonly known as 2110 North U.S. Highway 175, and (2) an approximately 4.524 acres parcel described as Lot 1, Block 1 of Replat of part of Seagoville Place, commonly known as 2108 North U.S. Highway 175, both being located in Seagoville, Dallas County, Texas. The two parcels may be later replatted as one parcel and, upon such event, the definition of "Property" shall refer to the one replatted parcel.

"Purchase Grant" means the economic development grant provided by SEDC to Developer to reduce the purchase price for the Property as defined in the Real Estate Purchase Agreement and the Economic Development Incentive Agreement.

"Real Estate Purchase Agreement" shall mean that certain Real Estate Purchase Agreement, as amended or assigned, by and between SEDC and Developer relating to the sale of the Property by SEDC to Developer.

"Repurchase Price" means an amount equal to the purchase price for the Land at the closing of the transaction contemplated in the Real Estate Purchase Agreement, less an amount equal to the total of the following:

- (a) the amount of the Purchase Grant; and

- (b) an amount equal to all closing costs paid or incurred by SEDC at the closing of the transactions contemplated in the Real Estate Purchase Agreement, as outlined in the settlement statement for the transaction.

“Required Uses” shall mean the development, use, and operation of the Improvements after Completion of Construction by Company for trailer, tractor, mower and equipment retail sales (including parts), service, and/or rental, related storage, and provision and operation of related amenities, all open and available to the public and serving the citizens of the City.

Article III Repurchase Option

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

3.2 **Time for Exercising Option.** Subject to Section 3.3, below, SEDC shall have the right, but not the obligation, to exercise the Option to repurchase the Property for the Repurchase Price in accordance with the provisions of Article V below during the Option Period by providing written notice to Developer upon the occurrence of any of the following:

(a) Developer has failed to obtain approval of the Construction Plans from City by the Option Commencement Date and said failure persists as of the date of SEDC’s exercise of the Option; or

(b) Thirty (30) days have elapsed since City notified Developer of City’s approval of the Construction Plans and Developer has failed to pay to City all building permit fees, impact fees, and other fees and charges which entitle Developer to receive from City a construction permit for construction of the Improvements; or

(c) Thirty (30) days have elapsed since City notified Developer of City’s approval of the Construction Plans and Developer has failed to cause Commencement of Construction to occur on the Property and said failure persists as of the date of SEDC’s exercise of the Option.

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

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

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

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

Article IV Right of First Refusal

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

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

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

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

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

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

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

Article V Terms of Sale Upon Exercise of Right

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

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

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

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

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

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

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

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

(b) Upon any exercise of the ROFR, SEDC shall have the right, at its sole option, to cause a boundary or "as-built" survey of the Property to be made by a registered professional

Property surveyor selected by SEDC. Such survey shall be made at the sole cost and expense of SEDC.

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

5.3 **Closing.**

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

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

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

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

(c) At closing SEDC shall pay in cash or by certified or cashier's check the Repurchase Price or the ROFR Price as determined by Section 4.3, whichever is applicable.

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

5.5 **Closing Costs.**

- (a) Developer will pay and be responsible for the following closing cost:
- (i) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;
 - (ii) all fees and premiums for Basic Owner's Title Policy, excluding any deletions from, or modifications of or endorsements to the Basic Owner's Title Policy;
 - (iii) one-half (1/2) of the Title Company's escrow fees;
 - (iv) all recording fees;
 - (v) all costs and expenses incurred by or on behalf of Developer, including Developer's attorney's fees;
 - (vi) all costs related to obtaining any releases of liens on the portion of the Property conveyed relating to any loans secured by a deed of trust lien on said property; and
 - (vii) such other incidental costs and fees customarily paid by sellers of real property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.
- (b) SEDC hereby agrees to pay and be responsible for the following closing cost:
- (i) all fees and premiums for the Survey;
 - (ii) one-half (1/2) of the Title Company's escrow fees;
 - (iii) all fees and premiums for any deletions from, or modifications of or endorsements, to the Basic Owner's Title Policy;
 - (iv) all costs and expenses incurred by or on behalf of SEDC, including SEDC's attorneys' fees; and
 - (v) such other incidental costs and fees customarily paid by purchasers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

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

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

Article VI Restrictions

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

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

Article VII Miscellaneous

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

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

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

If intended for SEDC, to:

Patrick Stallings, Executive
Director/President
SEDC
702 N. Highway 175
Seagoville, Texas 75159
Facsimile No. (972) 287-3891

With a copy to:

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

If intended for the Developer, to:

John Williams
JWWIV, LLC
7431 CR 125
Terrell, Texas 75161

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

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

7.5 **Governing Law.** This Restriction Agreement is entered into and is intended to be performed in the State of Texas, and the validity, enforceability, interpretation and construction hereof shall be determined and governed by the laws (other than conflict of laws provisions) of the State of Texas. Venue for any action under this Restriction Agreement shall be in the state district court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

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

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

(Signatures on Following Page)

SIGNED AND AGREED on this _____ day of _____, 2019.

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Patrick Stallings,
SEDC Executive Director/ President

SEDC's Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned authority, this _____ day of _____, 2019, appeared Patrick Stallings, who acknowledged on his oath that he is the President and Executive Director of Seagoville Economic Development Corporation, a Texas non-profit corporation, and that he has signed the foregoing Restriction Agreement on behalf of Seagoville Economic Development Corporation after first having been duly authorized so to do.

Notary Public, State of Texas

My Commission expires:

SIGNED AND AGREED on this _____ day of _____, 2019.

JWWIV, LLC
a Texas Limited Liability Company

By: _____
John Williams, IV
Its: Manager

Developer's Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned authority, this _____ day of _____, 2019, appeared John Williams, IV who acknowledged on his oath that he is the Manager of JWWIV, LLC, a Texas limited liability company, and that he has signed the foregoing Restriction Agreement on behalf of Seagoville Economic Development Corporation after first having been duly authorized so to do.

Notary Public, State of Texas

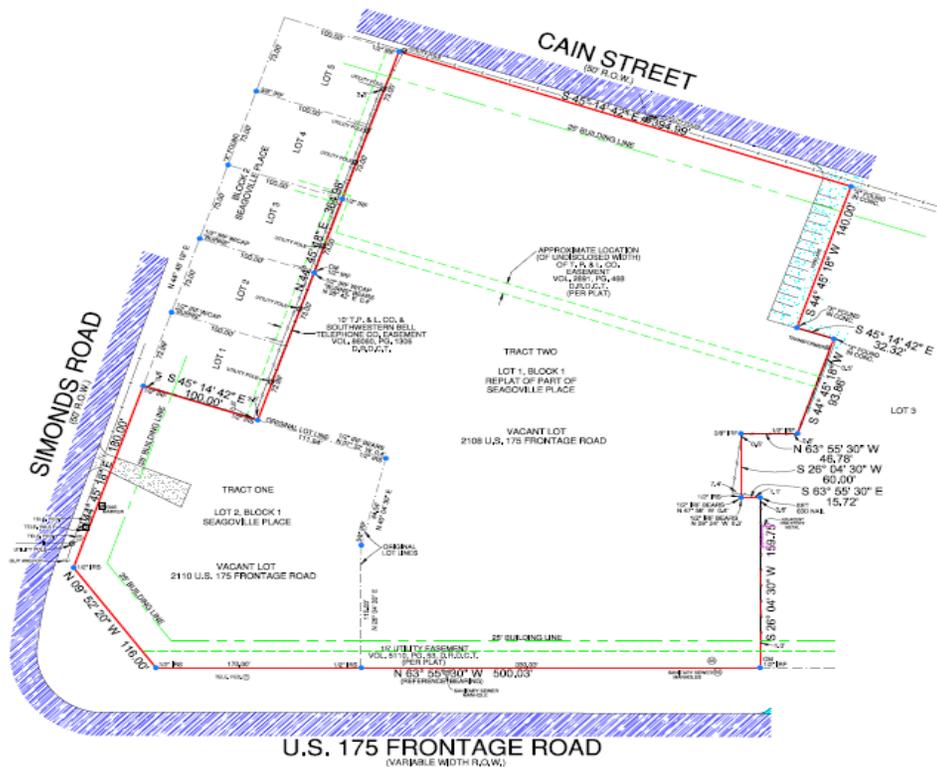
My Commission expires:

Exhibit "A" Depiction of Property

PROPERTY DESCRIPTION:

TRACT ONE: LOT 2, BLOCK 1, OF SEAGOVILLE PLACE, AN ADDITION TO THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 88036, PAGE 4275, OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS.

TRACT TWO: LOT 1, BLOCK 1, OF REPEAT OF PART OF SEAGOVILLE PLACE, AN ADDITION TO THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 88236, PAGE 211, OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS.



THIS SURVEY WAS PREPARED BY THE FOLLOWING:
CONVEYOR: VOL. 211, PG. 106, D.A.C. ET AL.
RECORDING: VOL. 211, PG. 106, D.A.C. ET AL.

GENERAL NOTES:

1. THE BASIS OF BEARINGS FOR THIS SURVEY WERE DERIVED FROM DATA PROVIDED ON THE PLAT RECORDED IN VOL. 88036, PG. 4275, D.A.C. ET AL.
2. THERE ARE NO VISIBLE CORNERS OR PROFESSIONAL, EXCEPT AS SHOWN, PRICES MAY BE REQUIRED.
3. THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED COUNTY MEMORIAL COMPANY, THE COMPANY OR OWNER, AND IS MADE PURSUANT TO THAT ONE CERTAIN TITLE COMMITMENT UNDER THE NAME OF THE COMPANY.
4. AS OF THIS DATE, ALL EASEMENTS, RIGHTS OF WAY OR OTHER LOCATABLE MATTERS OF RECORD, MOBILE OR FIXED, WHICH WERE DERIVED FROM THE RECORDED PLAT, THE SURVEY, DEED, OR THE TITLE REPORT AND SURVEYING DOCUMENTS, ALL SUCH ITEMS WERE OBTAINED THROUGH THE RESEARCH PHASE OF THIS SURVEY OR PROVIDED BY THE COUNTERPARTY COMPANY, SURVEYOR, PREVIOUS SURVEYING MAPS TO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH DATA AND ARE MADE NO REFERENCE TO CORNER OR OTHER ANY ADDITIONAL REPRESENTATION OR STATEMENT.
5. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
6. THIS SURVEY IS NOT TO BE USED FOR ADDRESS OR OTHER PURPOSES.
7. THE SURVEY IS NOT TO BE USED FOR ADDRESS OR OTHER PURPOSES.
8. THE SURVEY IS NOT TO BE USED FOR ADDRESS OR OTHER PURPOSES.
9. THE SURVEY IS NOT TO BE USED FOR ADDRESS OR OTHER PURPOSES.
10. THE SURVEY IS NOT TO BE USED FOR ADDRESS OR OTHER PURPOSES.
11. UNLESS AS SHOWN IN THE SURVEY AND NOT TO BE USED FOR ADDRESS OR OTHER PURPOSES.
12. UNLESS AS SHOWN IN THE SURVEY AND NOT TO BE USED FOR ADDRESS OR OTHER PURPOSES.

2108 AND 2110 U.S. 175 FRONTAGE ROAD CITY OF SEAGOVILLE DALLAS COUNTY, TEXAS	GPI#: 019-36058
	BORROWER: SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION, A TEXAS NON PROFIT CORPORATION
	PREMIER JOB #: 19-03651
	TECH: AV DATE: 06/10/19
	FIELD: JC FIELD DATE: 06/10/19



Town Square Title

Premier
 Surveying & Title
 5700 W. Plaza Parkway
 Suite 1200
 Plano, Texas 75093
 Office: 972-615-9288
 Fax: 972-615-9288
 State Registration No. 153,46200



REAL ESTATE PURCHASE AGREEMENT

This **Real Estate Purchase Agreement** (“Agreement”) to buy and sell real property is entered between Seller and Purchaser as of the Effective Date as determined in Section 16(d), below.

Purchaser: JWWIV, LLC
Attn: John Williams, IV
7431 CR 125
Terrell, Texas 75161

Telephone: (214) 394-6748
Email: Johnjr@rjtrailers.com

Purchaser’s Attorney: _____

Telephone: () _____
E-mail: _____

Purchaser’s Broker: None

Seller: Seagoville Economic Development Corporation
Attn: Patrick Stallings, Executive Director/President
702 N. Highway 175
Seagoville, Texas 75024

Facsimile: (972) 287-3891
E-mail : pstallings@seagoville.us

Seller’s Broker: None

Seller’s Attorney: Victoria W. Thomas
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

Telephone: (214) 965-9900
E-mail: vthomas@njdhs.com

Title Company: Town Square Title Company
Attn: Jessica Barton, Escrow Officer
310 N. 9th Street, Suite A
Midlothian, Texas 76065

Telephone: (972) 935-0800
Facsimile: (972) 938.1045
E-Mail: jbarton@townsquaretitle.com

Property **Tract 1:** Lot 2, Block 1 of the SEAGOVILLE PLACE ADDITION, an Addition to the City of Seagoville, Texas, according to the Map thereof recorded in Volume 85036, Page 4275, Deed Records, Dallas County, Texas; and

Tract 2: Lot 1, Block 1 of the REPLAT OF PART OF SEAGOVILLE PLACE ADDITION, an Addition to the City of Seagoville, Texas, according to the Map thereof recorded in Volume 96236, Page 211, Deed Records, Dallas County, Texas;

together with all right, title and interest of Seller, if any, in and to any (i) strips and gores between said tract and abutting properties, (ii) land lying in or under the bed of adjacent streets, alleys, roads or rights of way, (iii) easements or rights of way appurtenant to or otherwise 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.

Inspection Period: Commencing on the Effective Date and ending on the 60th day following the Effective Date.

Closing Date: Not later than the 30th day after the end of the Inspection Period, unless an earlier date is mutually agreed to by the parties in writing or as extended in accordance with the provisions of this Agreement.

Purchase Price **Four Hundred Thirty Thousand and No/100 Dollars (\$430,000.00)** cash at closing.

Incentive Grant An economic development incentive grant paid as a credit against the Purchase Price by Seller to Purchaser at Closing in an amount equal to **Four Hundred Thirty Thousand and No/100 Dollars (\$430,000.00)**. The Incentive Grant is also sometimes referred to herein and in the Incentive Agreement as the “Purchase Grant.”

Incentive Agreement That certain *Economic Development Incentive Agreement* (the “Incentive Agreement”) between the parties to be negotiated and effective between the parties prior to Closing substantially in the form attached hereto as Exhibit “A” but to be negotiated and finalized prior to Closing.

Restriction Agreement: That certain *Restriction Agreement* (the “Restriction Agreement”) between Seller and Purchaser to be effective at Closing setting forth the terms of agreement between the Parties regarding the use and development of the Property substantially in the form attached hereto as Exhibit “B”, but to be negotiated and finalized prior to Closing.

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

WHEREAS, the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (the “**Act**”), authorizes Seller to provide economic development grants for the creation and retention of primary jobs that are required for the development of research and development and manufacturing and industrial facilities, and for infrastructure suitable for new or expanded business enterprises; and

WHEREAS, Purchaser desires to purchase the Property and develop the Property pursuant to the Incentive Agreement and the Restriction Agreement to be signed before or at Closing, which development will include construction and operation one or more buildings with a minimum total area of 8,000 square feet, together with associated all driveways, parking areas, and landscaping, for Purchaser’s development, use, and operation of the Improvements after Completion of Construction for trailer, tractor, mower and equipment retail sales and/or rental and provision and operation of related amenities, all open and available to the public and serving the citizens of the City. (the “**Project**”) and

WHEREAS, Purchaser has advised Seller that a contributing factor that would induce Purchaser to purchase the Property and construct the Project would be an agreement by Seller to provide the Incentive Grant; and

WHEREAS, Seller has determined that the Project is required or suitable to promote or develop new or expanded business enterprises and will create and/or retain Primary Jobs within the City and constitutes a "project," as that term is defined in the Act; and

WHEREAS, Seller has determined that making the Incentive Grant to Purchaser (also sometimes referred to herein and in the Incentive Agreement as the “Purchase Grant”) in accordance with this Agreement and the Incentive Agreement will further the objectives of Seller,

will benefit the City of Seagoville, Texas (“the City”) and its inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

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

1. **Sale and Purchase.** Seller agrees to sell, and Purchaser agrees to purchase the Property for the Purchase Price and as provided in this Agreement, including any and all improvements located thereon.

2. **Title and Survey.**

(a) Seller has provided the most recent survey of the Property that Seller has in its possession. Seller shall not be required to obtain a new survey of the Property.

(b) Seller has provided Purchaser notice of payment of ad valorem taxes for the prior tax year.

(c) Not later than ten (10) days after the Effective Date, Seller shall, at Seller’s expense, deliver or caused to be delivered to Purchaser:

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

(ii) legible copies of all documents referenced in the Title Commitment that are available to the Title Company;

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

(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) copies of any leases, rental agreements, licenses, or other similar agreements granting the any person or entity other than Seller the right to possession of the Property.

(d) Seller will deliver to Purchaser not later than three (3) days after requested in writing any other documents or information in Seller’s possession relating to the Property which may be reasonably requested by Purchaser.

(e) Not later than twenty (20) days after the Effective Date hereof, Purchaser, at Purchaser's sole option, cost and expense (even if the Closing does not occur), may 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, the legal description contained in said Survey shall be used by the Parties as the legal description 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. 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.

(f) Purchaser shall, not later than five (5) 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 fifth (5th) 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 five (5) 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, 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 in accordance with the terms of this Agreement (the "Closing") shall occur on or before the Closing Date at the Title Company or by mail or overnight delivery service, or at such other time as may be agreeable to the parties.

5. **Closing Deliverables.**

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

(i) a special warranty deed, in form and substance reasonably acceptable to Seller and Purchaser, conveying good and indefeasible title to the Property to Purchaser, free and clear of any and all encumbrances except the Permitted Exceptions (as defined in Section 8 hereof);

(ii) the Incentive Agreement, signed by Seller;

(iii) the Restriction Agreement, signed by Seller;

(iv) such other 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 the Purchaser; and

(v) possession of the Property, free of parties in possession except as set out in Schedule B of the Title Commitment, as depicted in the Survey, and as provided by law in the lien in favor of taxing authorities for real property taxes not yet due and payable.

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

(i) the Purchase Price (inclusive of the Incentive Grant provided by Seller pursuant to the Incentive Agreement and applied as a credit toward the Purchase Price);

(ii) the Incentive Agreement, signed by Purchaser;

(iii) the Restriction Agreement, signed by Purchaser; and

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

6. **Taxes.**

Purchaser understands and acknowledges that the Property is presently exempt from the assessment of ad valorem taxes, which status will change upon conveyance of the Property to Purchaser. Seller shall not be responsible for payment of property taxes assessed against the Property for periods after the date of Closing, if any become due and payable. Notwithstanding anything in this Section 6 to the contrary, if the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of Chapter 23, Subchapter D, of the Texas Tax Code or under any other provision of law with respect to any period before the Closing, and if additional taxes, penalties, or interest are assessed pursuant to Texas Tax Code §23.55 or under the other provision of law, Purchaser will be responsible for the payment of these additional taxes that may be assessed by virtue of the change in ownership of the Property or the change in use of the Property following Closing.

7. **Closing Costs.**

(a) Seller hereby agrees to pay and be responsible for the following closing costs:

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

(ii) All fees and premiums for the Basic Owners Title Policy (but no fees associated with any costs for any amendments and endorsements to the Owners Title Policy);

(iii) One-half of Title Company's escrow fees;

(iv) Costs for any tax certificates issued;

(v) Seller's attorneys' fees, if any; and

(vi) 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/or premiums for any amendments to and endorsements to the Basic Owner's Title Policy which Purchaser requests

(ii) All fees and/or premiums for issuance of any title insurance policy for the benefit of any lender or mortgagee;

(iii) All costs and fees for the Survey;

- (iv) One-half of Title Company's escrow fees;
- (v) Recording fees for the special warranty deed and the Restriction Agreement;
- (vi) Purchaser's attorneys' fees; and
- (vi) 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, (iii) any exceptions to title to which Purchaser does not timely object in accordance with Section 2(d) above or to which Purchaser objects but are subsequently waived by Purchaser, (iv) existing oil and gas leases and reservations of the mineral estate, (v) items shown on the Survey, and (vi) any deed of trust lien or other lien against the Property created at Closing, shall not be valid objections to title and shall be deemed to be "Permitted Exceptions". Subject to the foregoing, 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 in writing to cure pursuant to Section 2(d) above, if any.

9. **Representations and Covenants.**

(a) Seller represents and covenants that: (1) it has authority to enter into this Agreement, and that this Agreement represents the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms; (2) no other person has any interests in or claims against the Property (other than as reflected by the Title Commitment); (3) except as may be set forth in the documents delivered by Seller to Purchaser pursuant to Section 2, 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; (4) there are no contracts or agreements relating to the Property that will affect the Property after Closing; (5) there are no unpaid assessments for public improvements against the Property except those which have been disclosed on the Title Commitment; (6) Seller has no knowledge of any proposed assessments against the Property, and the Property is not subject to assessments for any street paving or curbing heretofore laid except for those which have been disclosed on the Title Commitment, if any; (7) Seller has no knowledge of any public plans or proposals for changes in road grade, access or other municipal improvements which would result in any assessment against Purchaser or the Property, nor of any pending ordinance authorizing improvements, the cost of which might be assessed against Purchaser or the Property; and (8) Seller has not encumbered the Property, or taken any other action with respect

to the Property which Seller knows or should know will materially adversely affect the development, lease or other transactions contemplated by this Agreement.

(b) Purchaser represents that it has authority to enter into this Agreement and that this Agreement represents the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms. The only representations made by any Party concerning the Property and this Agreement are as set out in this Section 9.

(c) The representations set forth in this Section 9 shall survive Closing.

10. **Property Sold As Is.**

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

(b) Except as otherwise specifically set forth in this Agreement and except for the special warranties of title set forth in the special warranty deed, Seller hereby specifically negates and disclaims any representations, warranties or guaranties of any kind or character, whether express or implied, oral or written, past, present, future or otherwise, of, as to, concerning or with respect to the Property, including without limitation (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which Purchaser may elect to conduct thereon, (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or any other matter relating in any way to the Property, (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other authority or body, (iv) the existence of any toxic or hazardous substance or waste in, on, under the surface of or about the Property, (v) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and faulting, (vi) whether or not and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, floodplain, floodway or special flood hazard, (vii) drainage, (viii) zoning or land use restrictions rules and regulations to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric and including the utility availability capacities allocated to the Property by the relevant governmental or regulatory authority, (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, durability, structural integrity, operation, leasing, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the potential for further development of the Property, or (xiv) the merchantability of the Property or fitness of the Property for any particular purpose (Purchaser affirming that Purchaser has not relied on Seller’s skill or

judgment to select or furnish the Property for any particular purpose, and that Seller makes no warranty that the Property is fit for any particular purpose).

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

(d) The provisions of this Section 10 shall survive the termination of this Agreement and the Closing.

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

“There is hereby reserved for Grantor and Grantor's successors and assigns, all of Grantor's interest in the oil and gas minerals that are in, on and under the Property and that may be produced from it (“**Grantor's Mineral Interest**”). Grantor hereby agrees that no wells will be drilled on the surface of the Property, and no facilities of any kind (including, but not limited to, roads, pipelines, flow lines, electric power lines, tank batteries or treaters) will be placed on the surface of the Property by Grantor or by any other third party acting pursuant to Grantor's consent or authority; provided, that such facilities are permitted at levels below 500 feet below the surface of the Property to the extent that such facilities do not, in any manner whatsoever, interfere with the surface or subsurface support of the surface of the Property, including any improvements thereon. Grantor further hereby agrees that Grantor shall not have the right to use the surface of the Property and Grantor hereby waives all rights to use the surface of the Property for any purpose, including, but not limited to the right of ingress and egress upon, across and over the surface of any of the Property for the purpose of mining, drilling, accessing, exploring, operating, treating, transporting or developing the Grantor's Mineral Interest or performing seismic or other testing on the Property; *provided, however*, nothing herein contained shall be construed as waiving or preventing Grantor from exploring for, developing or producing the Grantor's Mineral Interest or lands pooled or unitized therewith, by pooling, by directional or horizontal drilling (including, without limitation, fracturing and other completion techniques) under the Property from surface sites located on tracts other than the Property or by any other method that does not require ingress, egress or use of the surface of the Property; *provided further, however*, that the well bore for any oil or gas well or

any other equipment that enters the subsurface of the Property shall be and remain at a depth of at least 1,000 feet below the surface of the Property; *provided, however,* that those operations shall in no manner interfere with the surface or subsurface support of the Property, including any improvements thereon.”

12. **Conditions of Closing.** Closing on the sale of the Property shall be conditioned upon and subject to the following:

- (a) Purchaser and Seller having duly executed the Restriction Agreement and the Incentive Agreement;
- (b) The zoning ordinances of the City of Seagoville (“**City**”) having been amended, if necessary, so that Purchaser may develop and use the Property for the Required Use as defined in the Restriction Agreement. If the City’s zoning ordinances in effect on the Effective Date do not authorize the Property to be used for the Required Use, Seller grants Purchaser the right to file an application with the City to seek an amendment to the City’s zoning ordinances affecting the Property to allow the Property to be used for the Required Use. Seller agrees to reasonably cooperate with Purchaser in the application for any zoning ordinance amendment requested by Purchaser and shall execute all necessary and appropriate instruments as owner of the Property. The application for amending the zoning ordinances applicable to the use and development of the Property shall be made in the name of either Seller or Purchaser as required under governing law, prosecuted at the expense of Purchaser, and filed with the City on or before and filed with the City on or before the sixtieth (60th) day after the Effective Date. Unless Seller agrees in writing to extend the date by which the application for the rezoning of the Property is required to be filed with the City, Seller may terminate this Agreement if Purchaser fails to file the application for rezoning the Property with the City on or before the sixtieth (60th) day after the Effective Date.

If the rezoning of the Property as provided in Paragraph (b), above, has not been approved on or before the scheduled expiration of the Closing Date, the Closing Date shall be automatically extended for a period of thirty (30) days. If said rezoning have still not been approved by the end of said additional thirty (30) day period, Seller may either (i) extend the Closing Date for an additional thirty (30) day period or (ii) terminate this Agreement as Seller’s sole remedy.

13. **Incentive Agreement.** Prior to or on the Closing Date, Purchaser and Seller shall execute an Incentive Agreement in substantially the form as attached hereto as Exhibit “A”, which agreement shall provide for at least the following:

- (a) The Property shall be developed with construction of one or more buildings with a total combined minimum area of 8,000 square feet and all associated driveways, parking areas, and landscaping (the “Improvements”),
- (b) Subject to events of Force Majeure, Commencement of Construction of the Improvements shall occur not later than the dates established in the Incentive Agreement and the

Restriction Agreement and subject to events of Force Majeure, Purchaser shall cause Completion of Construction of the Improvements not later than the dates established in the Incentive Agreement and the Restriction Agreement.

(c) The Improvements shall be continuously occupied, operated, and used by Purchaser, its successors or assigns or a third-party to whom Purchaser leases a portion of the Improvements for the Required Uses as set forth in the Incentive Agreement and the Restriction Agreement.

(d) No fewer than five (5) people shall be employed as full-time employees at the Property during the term of the Incentive Agreement and the Restriction Agreement.

(e) Purchaser must, by Completion of Construction of the Improvements, have made a capital investment of not less than \$900,000.00 in the development of the Property (including the design and construction of the Improvements and related site improvements) and must additionally install all furniture, fixtures, equipment and other business personal property necessary for the required Uses (as defined in the Incentive Agreement and the Restriction Agreement) at the Property; and

(f) Repayment of all or a portion of the Purchase Grant if Purchaser is in default of the Incentive Agreement, as provided in the Incentive Agreement, including, but not limited to, compliance with the deadlines for Commencement of Construction and Completion of the Improvements and all other conditions set forth in the Incentive Agreement and/or the Restriction Agreement.

14. **Remedies.** If Purchaser defaults, Seller's sole remedy shall be to terminate this Agreement. If Seller defaults, Purchaser may, as Purchaser's sole and exclusive remedies, (i) seek specific performance or (ii) terminate this Agreement.

15. **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 with confirmed receipt, 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 depositing 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.

16. **Miscellaneous.**

(a) **Entireties.** This Agreement, the Restriction Agreement, and the Incentive Agreement contain the entire agreement of the parties pertaining to the purchase and sale of the Property. The parties agree there are no oral agreements, understandings, representations or warranties made by the parties that are not expressly set forth in this Agreement. Any prior written agreements, understandings, representations or warranties between the parties will be deemed merged into and superseded by this Agreement, unless it is clear from the written document that

the intent of the parties is for the previous written agreement, understanding, representation or warranty to survive the execution of this Agreement.

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

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

(d) Effective Date. The Effective Date of this Agreement (“Effective Date”) 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 and receipted by the Title Company.

(e) Deadlines and Other Dates. All deadlines in this Agreement expire at 5:00 p.m. Central Time on the day of such deadline. 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 day that is not a Saturday, Sunday, or holiday.

(f) Brokers. Both parties represent and warrant they have worked with no broker relative to this transaction and that no brokerage commission is due and payable upon the Closing. To the extent allowed by law, each party agrees to indemnify, defend, and hold the other party harmless from and against any costs, expenses or liability for any compensation, commission, fee, or charges that may be claimed by any agent, finder or other similar party, other than the named Seller’s Broker, by reason of any dealings or acts of the indemnifying party.

(g) 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.

(h) 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.

(i) Law Governing. **THIS AGREEMENT SHALL BE EXCLUSIVELY AND IRREVOCABLY CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS; AND VENUE FOR ANY ACTION ARISING FROM THIS AGREEMENT SHALL EXCLUSIVELY AND IRREVOCABLY LIE IN THE STATE DISTRICT COURT OF DALLAS COUNTY, TEXAS. THE PARTIES AGREE TO SUBMIT TO THE PERSONAL AND SUBJECT MATTER JURISDICTION OF SAID COURT.** This provision shall survive the termination or expiration of this Agreement.

(j) 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.

(k) Time of the Essence. Time is of the essence with respect to each provision of this Agreement. Strict compliance with the times for performance is required.

(l) Employment of Undocumented Workers. During the term of this Agreement, and for a period of ten (10) years after the Closing and conveyance of the Property to Purchaser, Purchaser agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Purchaser shall pay the amount of the Purchase Grant and any other funds received by Purchaser from Seller as of the date of such violation within 120 days after the date Purchaser is notified by Seller of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Purchaser is not liable for a violation of this Section by a subsidiary, affiliate, or franchisee of Purchaser or by a person with whom Purchaser contracts. This Section 16(l) shall survive the Closing.

(Signatures on Following Page)

SIGNED AND AGREED this ____ day of _____, 2019.

PURCHASER:

JWWIV, LLC

By: _____

John Williams, IV
Manager

SIGNED AND AGREED this ____ day of _____, 2019.

SELLER:

Seagoville Economic Development Corporation

By: _____

Patrick Stallings
Executive Director/President

RECEIPT OF AGREEMENT

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. 9th Street, Suite A
Midlothian, Texas 76065

Regular Session Agenda Item: 5

Meeting Date: **October 7, 2019**

ITEM DESCRIPTION:

Conduct a public hearing on a request to change the zoning on approximately 20±acres of Tract 1 of Jeremiah H. Halford Abstract 570 located approximately 150±feet northwest of the intersection of Lasater Road and Wynnegate Drive in Seagoville, Dallas County, Texas, from AG, Agriculture, to PD-19-02 for residential development.

BACKGROUND OF ISSUE:

The land is currently unimproved and is located on the north side of Lasater Road about 150±feet northwest of its intersection with Wynnegate Drive.

Pat Atkins, representing his company KPA Consulting Inc. and property owners, Carl Porter Caldwell Jr. & GST Trust, in their request for a zoning change from an agricultural (vacant) land use to a residential subdivision in a plan development. The proposed development regulations for the Seagoville portion of the overall subdivision include:

- Development in accordance with a submitted (approved by City Council) concept plan
- Minimum front yard depth of 20-feet
- Minimum rear yard depth of 20-feet
- Minimum side yard width of 5-feet
- Minimum street side yard width of 10-feet
- Minimum lot width of 50-feet
- Minimum lot depth of 120-feet
- Minimum lot area of 6,000 square feet
- Minimum 1,700 square feet of living area of each house
- Maximum 35-feet height of each house
- Construction of one-half of Lasater Road along the full frontage of the development with concrete pavement and concrete curb-and-gutters
- Landscaping in compliance with Division 21 of the Seagoville Zoning Ordinance
- Signage in compliance of Article 21.09 of Seagoville Code of Ordinances
- All construction in compliance with construction standards and ordinances

The overall subdivision also has approximately 42-acres in the City of Dallas and 13-acres in the City of Mesquite.

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

FINANCIAL IMPACT:

Not applicable

RECOMMENDATION:

Besides the parcels in question, there are seventy-three (73) properties and parts of six (6) public streets within 200-feet of the boundary of the subject area. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Friday, August 30, 2019. A legal ad was also published per the Texas Local Government Code in the Wednesday, August 28, 2019, edition of the Daily Commercial Record newspaper. One (1) letter was returned as undeliverable by the U.S. Postal Service. No one from the public spoke in favor or against the request at the Planning and Zoning Commission meeting.

For the City Council meeting, the owners of each parcel were again notified in compliance with the 200-foot rule by mail on Tuesday, September 24, 2019. A legal ad was also published per the Texas Local Government Code in the Friday, September 20, 2019, edition of the Daily Commercial Record newspaper. As of the date of this report, Tuesday, October 1, 2019, no (zero) additional letters have been returned as undeliverable by the U.S. Postal Service. Any responses received before the emailing of the packet to the Council will be attached in Exhibit 7. Any responses received after the emailing of the packet will be provided at the meeting.

On September 10th, the Planning and Zoning Commission voted five (5) to zero (0) in favor of recommending approval with condition of the request for a change in the zoning on approximately 20+ acres of Tract 1 of Jeremiah H. Halford Abstract 570 located approximately 150+ feet northwest of the intersection of Lasater Road and Wynnegate Drive in Seagoville, Dallas County, Texas, from AG, Agriculture, to PD-19-02 for residential development. The conditions of approval were:

- Re-submittal (prior to City Council review of this application) of a concept plan where the lots meet all of the requested development regulations.
- No approval of a construction plat for this development until access to water and sewer services has been determined, granted, engineered, and approved.
- Addition of 5-foot wide sidewalk along Lasaster Road with its pavement improvements.

Staff also supports the requested change once the conditions of approval have been met.

Resubmittal of the revised concept plan was done late in the day on Tuesday, September 24, 2019.

EXHIBITS:

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

1. Staff Report (7 pages)
2. 2017 aerial photograph from DCAD website
3. Dimensional reference map from DCAD website
4. Zoning map reference (dimensional map with zoning added)
5. Jurisdictional map from DCAD website
6. Application
 - a. Signed and notarized application
 - b. Development regulations (2 pages)
 - c. Concept plan
 - i. Whole development (11 x 17)
 - ii. Seagoville portion only (11 x 17)
7. Legal notice to newspaper
 - a. Planning and Zoning Commission notice
 - b. City Council notice
8. Letter sent to adjoining owners
 - a. Letter sent to adjoining owners within 200-feet of property (2 pages)
 - b. Responses received (3 pages)
9. List of property owners within 200-feet of property (3 pages)



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

DATE: OCTOBER 7, 2019
APPLICANT: K.P.A. CONSULTING INC.; CARL PORTER CALDWELL, JR.; & GST TRUST
PARCEL: 65057071010010000
LOCATION: NORTH SIDE OF LASATER ROAD ABOUT 150-FEET NORTHWEST OF INTERSECTION WITH WYNNEGATE DRIVE

REQUEST SUMMARY:

The applicants are requesting that the current zoning be changed from agriculture to a plan development for a residential subdivision of detached single family houses.

The Seagoville portion of the overall subdivision and plan development will be about 20-acres and is located under the larger yellow star that is outlined in red.

There will also be portions of the subdivision in Mesquite (smaller blue star outlined in orange) and Dallas (smaller green star outlined in purple).



REQUEST LOCATION: Inside City; Dallas County

SIZE OF PROPERTY	EXISTING ZONING	SURROUNDING ZONING	EXISTING LAND USE	SURROUNDING LAND USE
19.8±acres	AG, Agriculture	North: City of Mesquite West: City of Dallas East: PD-R5, Plan Development with R-5 base zoning South: City of Dallas <i>and</i> R-2, Single Family Residential	vacant	Low Density Residential

PLANNING AND ZONING COMMISSION RECOMMENDATION:

On September 10th, the Planning and Zoning Commission voted five (5) to zero (0) in favor of recommending approval with condition of the request for a change in the zoning on approximately 20+acres of Tract 1 of Jeremiah H. Halford Abstract 570 located approximately 150±feet northwest of the intersection of Lasater Road and Wynnegate Drive in Seagoville, Dallas County, Texas, from AG, Agriculture, to PD-19-02 for residential development. The conditions of approval were:

- Re-submittal (prior to City Council review of this application) of a concept plan where the lots meet all of the requested development regulations.
- No approval of a construction plat for this development until access to water and sewer services has been determined, granted, engineered, and approved.
- Addition of 5-foot wide sidewalk along Lasaster Road with its pavement improvements.

Planning & Zoning Commission reviews and makes a recommendation to the City Council, which makes the final decision on the request.

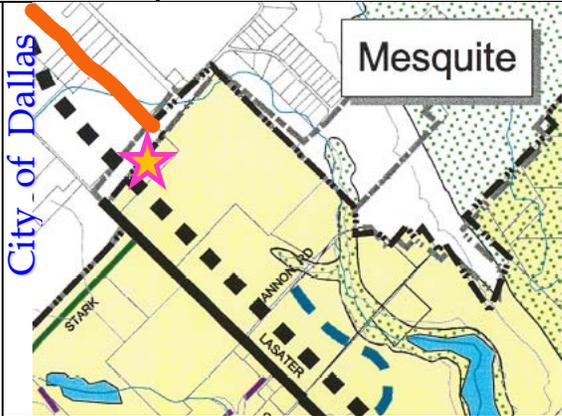
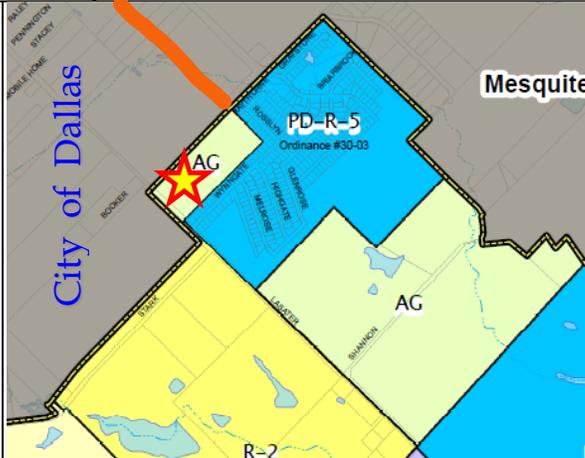
Detailed explanations follow on the attached pages.	
STANDARD:	ANALYSIS:
Development Calendar (Deadlines)	Has Met
Application(s) Requirements	Has Met
Zoning Code	Has Met

Staff also supports the requested change once the conditions of approval have been met.

**STAFF REPORT
Z2019-12**

Resubmittal of the revised concept plan was done late in the day on Tuesday, September 24, 2019.

COMPARISON TO ADOPTED CITY MASTER PLANS

STAFF ANALYSIS	PLAN GOALS OR GUIDELINES
2002 Future Land Use Plan and Map	
<p>The planned subdivision will encompass about 20-acres in Seagoville, over 40-acres in Dallas (to the left of the orange city limits line), and about 13-acres in Mesquite (to the right of the orange city limits line).</p> <p>The Seagoville site is under the orange star outlined in pink/purple. This entire area of Seagoville is in an area expected to remain as Low Density Residential (light yellow color).</p>	<p>Meets Standard</p> 
2006 Thoroughfare Plan and Map	
<p>The property in the request (under the orange star outlined in pink/purple) will only have access to Lasater Road (a Major Arterial depicted with the red line).</p> <p>Right-of-way dedication will be required in addition to the addition of 2 lanes of pavement to Lasater Road as part of the development's construction.</p> <p>Dallas (to the left of the orange city limits line) will also have requirements for Lasater Road. Mesquite (to the right of the orange city limits line) will have requirements for Shannon Road.</p>	<p>Meets Standard</p> 
2009 Zoning Plan and Map	
<p>The plan development encompasses about 20-acres of vacant land in the light green area shown under the yellow star outlined in red in the map to the right.</p> <p>The applicant is requesting that the property be rezoned for the development of a residential subdivision that will be similar to the PD-R5 zoning of the Highland Meadows subdivision to the east of the site.</p> <p>Both Dallas (to the left of the orange city limits line) and Mesquite (to the right of the orange city limits line) show their portions of the proposed development to be also currently zoned Agriculture.</p>	<p>Meets Standard</p> 

REVIEW CRITERIA	STAFF ANALYSIS	
1. Will the development provide for a superior design of the lots or buildings?	No	The plan development is asking for smaller lots in exchange for larger-than-the-minimum living area for each home.

OCTOBER 7, 2019

REVIEW CRITERIA	STAFF ANALYSIS	
2. Will the development or land use provide for increased recreation and open space opportunities for public use and enjoyment?	Yes	There are several areas that will be designated for open space - and constructed within the adjoining cities - that will provide recreation spaces for the subdivision.
3. Will the development or land use provide amenities or features that would be of special benefit to the property users or to the overall community?	Yes	A common space will exist under the existing overhead electric main as well as around the required detention pond. There is an existing creek through the subdivision to the north that travels through Dallas and Mesquite which will provide open areas for the residents of this subdivision.
4. Will the development or land use protect or provide natural amenities and environmental assets?	Yes	The creek area and detention pond will have to be designed to address control of increased stormwater runoff from all areas of this subdivision. If done correctly, these designs will allow the creek and pond to provide natural amenities and assets to the area.
5. Will the development or land use protect or preserve existing historical buildings, structures, features, or places?	No	There are no identified locations at this time that have been identified for historical protection or preservation.
6. Will the development or land use provide an appropriate balance between the intensity of the development and the ability to provide adequate supporting public facilities and services?	Yes	Until water and sewer service can be engineered and accepted, development of the site will not be allowed to occur. City codes also require stormwater runoff to be balanced with the intensity of the overall development.
7. Will the development or land use meet or exceed the planned development regulations?	Yes	The revised concept plan from Sept. 24 th shows all lots meeting all requested development regulations.
8. Will the use be designated, located, and operated so that the public health, safety, and welfare will be protected?	Yes	Until water and sewer service can be engineered and accepted, development of the site will not be allowed to occur.
9. Will the land use be compatible with other area properties located nearby?	Yes	This area of Seagoville, Dallas, and Mesquite is predominantly single family homes. There are some mobile homes parks located in Dallas farther to the west of this site along Lasater Road.
10. Will the use be in compliance with all provisions of the zoning amendments portion of the Municipal Code?	Yes	The requirements for the change in zoning have been met (application, legal notifications, etc.).
11. Will the use be compliant with all applicable provisions in the Code for the district in which the use is to be located?	Yes	The primary land use in the proposed base zoning district will be residential.
12. Will the use facilitate public convenience at that location?	Yes	The Seagoville portion of the property owned by the applicant only has access to Lasater Road. The Mesquite portion of the owner's property has access to Shannon Road. The overall subdivision layout shows a new internal street that will connect Lasater Road to Shannon Road through the Dallas and Mesquite portions for land.
13. Will the use conform to off-street parking and loading requirements?	Yes	This requirement will have to be met when the construction plat, and later the final plat, are submitted.
14. Are the ingress, egress, and pedestrian ways adequate?	Yes	All ingress and egress ways will be constructed by the developer's contractor as part of the site's development. Improvements will include construction of concrete streets with curbs, gutters, sidewalks, and ramps in Seagoville.

**STAFF REPORT
Z2019-12**

REVIEW CRITERIA	STAFF ANALYSIS	
15. Have safeguards limiting noxious or offensive emissions, including light, noise, glare, dust, and odor been addressed?	Yes	No safeguards will be required since the surrounding land uses are existing single family residences, similar to the planned development.
16. Will the proposed landscaping and screening be compliant with all City regulations?	Yes	No detailed landscaping or screening information for the subdivision was provided, but reference is made to meeting Seagoville's requirements in the submitted development regulations in Exhibit 6b.
17. Will the signage be compliant with those portions of the Municipal Code?	Yes	Signage for this site will be limited to those allowed by code. Signage is a separate review conducted by Staff.
18. Will all open space(s) be maintained by the owner/developer?	Yes	The property owner will be required to maintain the property until the development is complete, when maintenance will be turned over to either private lot owners or a homeowners' association.
19. Are the size and shape of the site as well as the arrangement of the proposed structure(s) in keeping with the intent of the Code?	Yes	The submitted request is asking for approval to plan for lots that will be smaller-than-code-required in exchange for providing larger-than-required homes.
20. Will granting the permit be authorizing less than the minimum requirements in regards to height, area, setbacks, parking, or landscaping?	No	Some of these regulations are allowed by code to be changed if part of a plan development. Each change is required to be defined in the subdivision's regulating ordinance. A list of the requested changes from code can be found in attached Exhibit 6b. These changes - if incorporated into the adopting ordinance - become the regulations that the development's engineering plans and plats will be required to meet prior to approval of any permit for construction.
21. Have the provisions of the existing master thoroughfare plan been met to protect the public interest?	Yes	The quantities of right-of-way for Lasater Road and its improvements will meet the 2006 Thoroughfare Plan. The developer will also be building their half of a widened section of Lasater Road to the requirements of the Plan.
22. Have the provisions of any existing future land use plan been met to protect the public interest?	Yes	Chapter 5 (Future Land Use) of the 2002 Comprehensive Plan calls for this area to be Low Density Residential.
23. Have the provisions of any existing capital improvements plan been met to protect the public interest?	N/A	There currently is no active capital improvement plan.
24. Have the provisions of any community facilities plan been met to protect the public interest?	N/A	Chapter 6 (Parks, Recreation, and Open Space) and Chapter 7 (Infrastructure Systems) of the 2002 Comprehensive Plan discuss community facilities. Changing the zoning is not affected by these chapters of the Plan.
25. Have the provisions of any other adopted document for providing required necessary public facilities been met to protect the public interest?	N/A	Chapter 8 (Public Facilities) of the 2002 Comprehensive Plan addresses municipal facilities primarily. Changing the zoning is not affected by these chapters of the Plan.

Public Comments Received: Besides the parcels in question, there are seventy-three (73) properties and parts of six (6) public streets within 200-feet of the boundary of the subject area. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Friday, August 30, 2019. A legal ad was also published per the Texas Local Government Code in the Wednesday, August 28, 2019, edition of the Daily Commercial Record

newspaper. One (1) letter was returned as undeliverable by the U.S. Postal Service. No one from the public spoke in favor or against the request at the Planning and Zoning Commission meeting.

For the City Council meeting, the owners of each parcel were again notified in compliance with the 200-foot rule by mail on Tuesday, September 24, 2019. A legal ad was also published per the Texas Local Government Code in the Friday, September 20, 2019, edition of the Daily Commercial Record newspaper. As of the date of this report, Tuesday, October 1, 2019, no (zero) additional letters have been returned as undeliverable by the U.S. Postal Service. Any responses received before the emailing of the packet to the Council will be attached in Exhibit 7. Any responses received after the emailing of the packet will be provided at the meeting.

On September 10th, the Planning and Zoning Commission voted five (5) to zero (0) in favor of recommending approval with condition of the request for a change in the zoning on approximately 20+acres of Tract 1 of Jeremiah H. Halford Abstract 570 located approximately 150±feet northwest of the intersection of Lasater Road and Wynnegate Drive in Seagoville, Dallas County, Texas, from AG, Agriculture, to PD-19-02 for residential development. The conditions of approval were:

- Re-submittal (prior to City Council review of this application) of a concept plan where the lots meet all of the requested development regulations.
- No approval of a construction plat for this development until access to water and sewer services has been determined, granted, engineered, and approved.
- Addition of 5-foot wide sidewalk along Lasater Road with its pavement improvements.

Staff also supports the requested change once the conditions of approval have been met.

Resubmittal of the revised concept plan was done late in the day on Tuesday, September 24, 2019.

Other comments: Below is a table that compares land uses listed in the municipal code for each relevant zoning district. Reference the table to the right to determine which symbols depict land uses that would be permitted or require a conditional use permit or special use permit. Any land use that is not listed in the table or that has a blank cell to its right are prohibited in that district. The land use table is sorted by zoning district and then the land uses are arranged alphabetically.

Key to Uses:	Zoning Districts:
P = Permitted Use	AG, Agriculture
SUP = Special Use Permit required	R-5, Residential Single-family
CUP = Conditional Use Permit required	

Type of Use	Zoning District	Residential	
		AG	R-5
Accessory buildings		P	P
Animal farm		P	
Cemetery		P	SUP
Church or religious worship facility		P	P
Crematory		P	
Dairy and related establishments for processing milk products but not including retail sales		P	
Electrical public utility regulating station		CUP	SUP
Greenhouse		P	SUP
Natural gas public utility regulating station		CUP	SUP
Neighborhood recreation center (swimming pool, social or hobby rooms)		P	P
Nursery		P	SUP
Orchard		P	
Park		P	P
Playgrounds		P	P
Private carport and/or garage		P	P
Private swimming pool		P	
Private, non-commercial recreation areas including country clubs, riding stables, swim clubs, etc.		P	

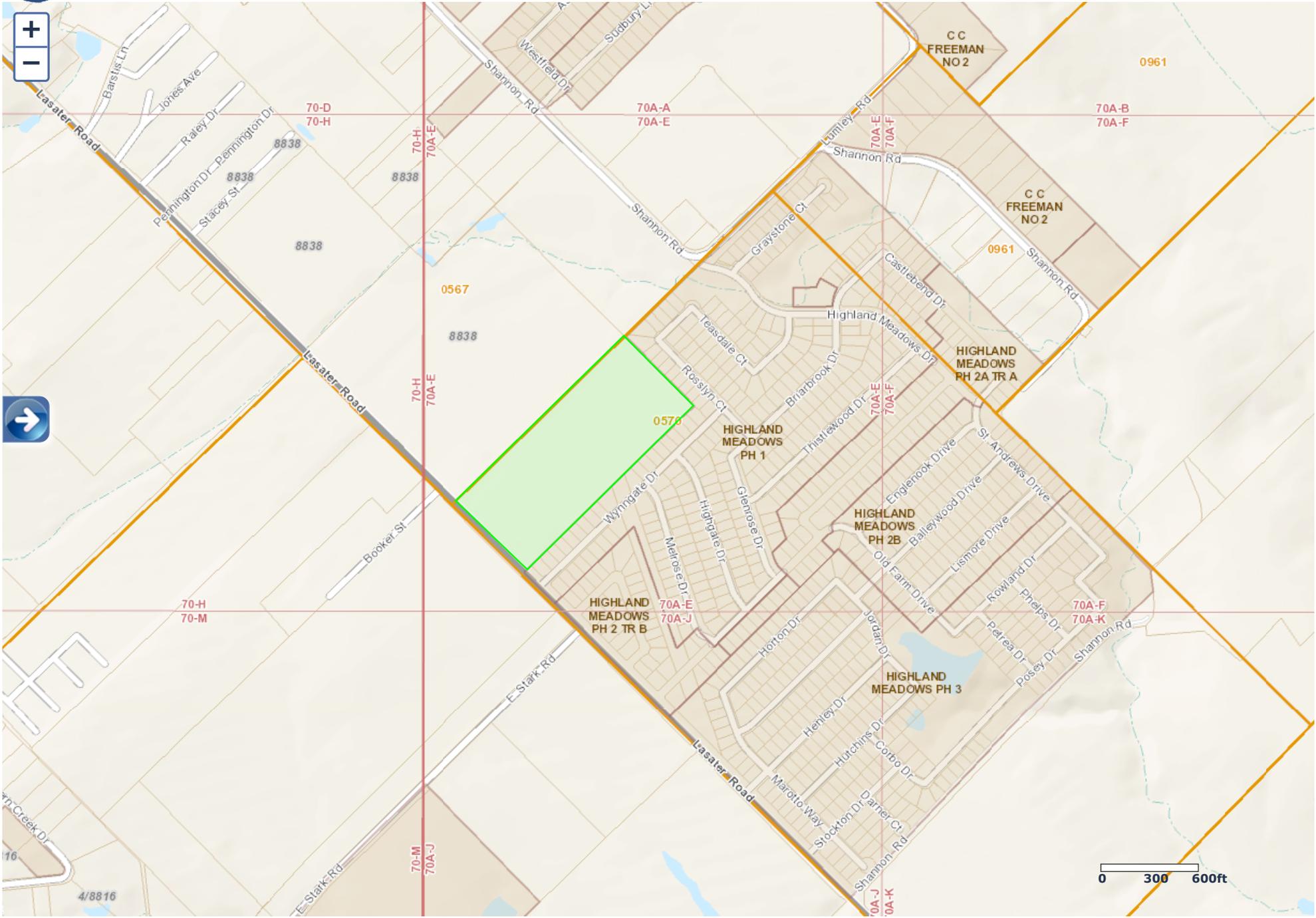
**STAFF REPORT
Z2019-12**

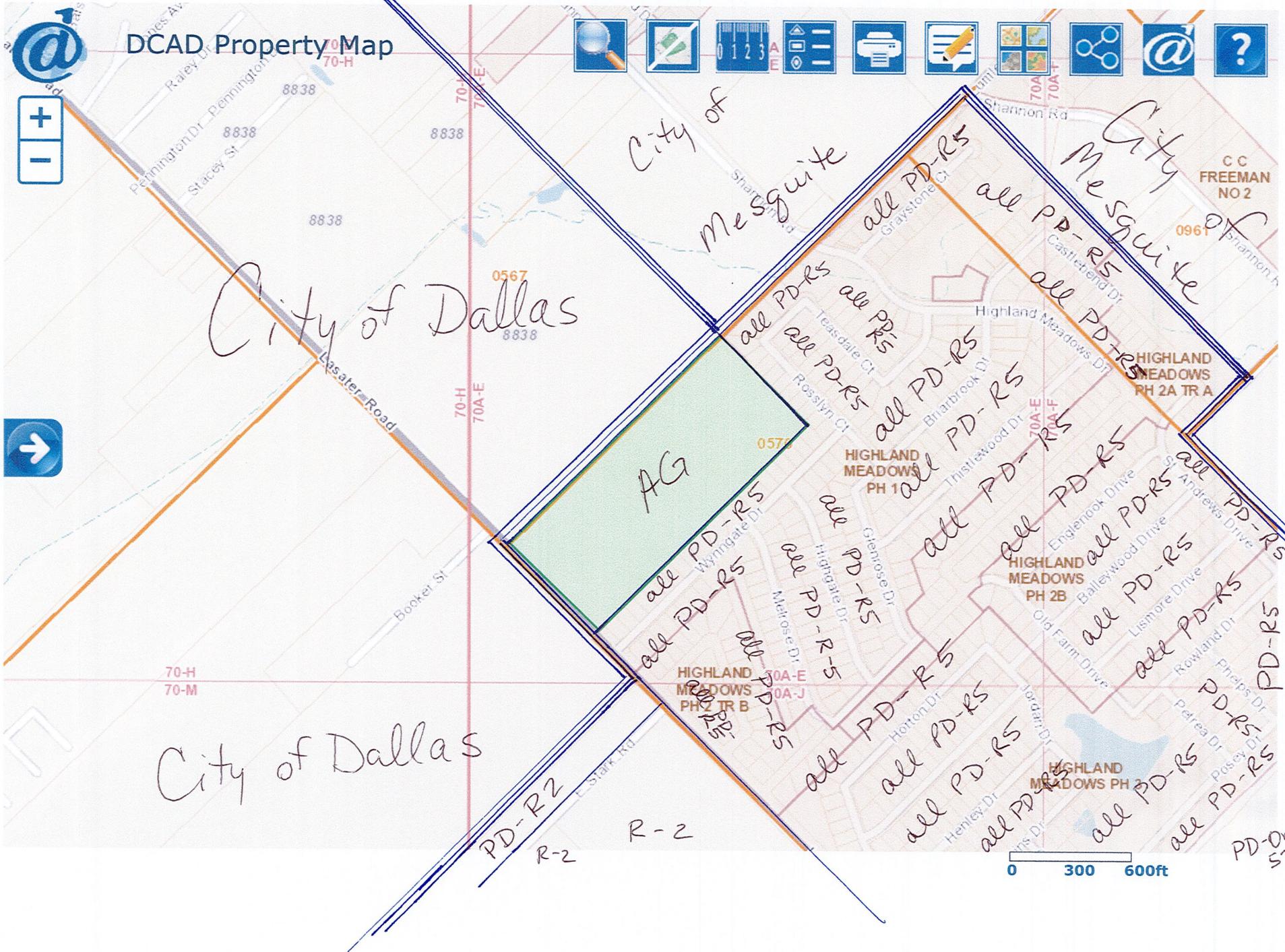
Type of Use	Zoning District	Residential	
		AG	R-5
Public buildings of recreational, cultural, administrative and public service types		P	
Public structures for recreational, cultural, administrative and public services		P	
Public utility - privately or publicly owned		P	SUP
Radio or television broadcasting towers		CUP	SUP
Radio or television transmitter tower		CUP	SUP
Real estate and professional signs subject to provisions of R-1 district		P	
Schools and colleges, including dormitories		P	
Single-family residence (detached)		P	P
Temporary fruit stand		P	
Truck farm		P	
Addition of pre-packaged food or beverages sales to a retail or business already operating			SUP
Airport or airport facilities			SUP
Art gallery			P
Breezeway attaching accessory to the main building			P
Carnival			SUP
Children's home on 5 acres or more			SUP
Circus			SUP
Commercial amusement, temporary			SUP
Community building on 3 acres or more			SUP
Concrete batching plant			SUP
Convalescent home on 5 acres or more			SUP
Daycare or nursery with fewer than four unrelated children			P
Daycare or nursery with more than four unrelated children			SUP
Detached dwelling for servants employed on-site			P
Dog kennels on farm of 5 acres or more			SUP
Drive-in theatre on 10 acres or more			SUP
Driving range			SUP
Earth excavation			SUP
Educational institutions			SUP
Farm without on-site retail or wholesale business			P
Fire station			P
Garden without on-site retail or wholesale business			P
Golf course without driving range			P
Government use - local, county, state, federal			SUP
Gravel excavation			SUP
Greenhouse without on-site retail or wholesale business			P
Homes for narcotics on 20 acres or more			SUP
Homes for the alcoholic on 20 acres or more			SUP
Homes for the feeble-minded on 20 acres or more			SUP
Homes for the insane on 20 acres or more			SUP
Hospital on 5 acres or more			SUP
Kindergarten - public or private			SUP
Landing airfield or facilities			SUP
Library			P
Maternity home on 5 acres or more			SUP
Miniature golf course			SUP
Miniature train ride			SUP
Mixed-Use projects of private housing and shopping center on 3 acres or more			SUP
Museum			P
Normal household pets			P
Nursery school - public or private			SUP
Nursery without on-site retail or wholesale business			P
Old people's home on 5 acres or more			SUP

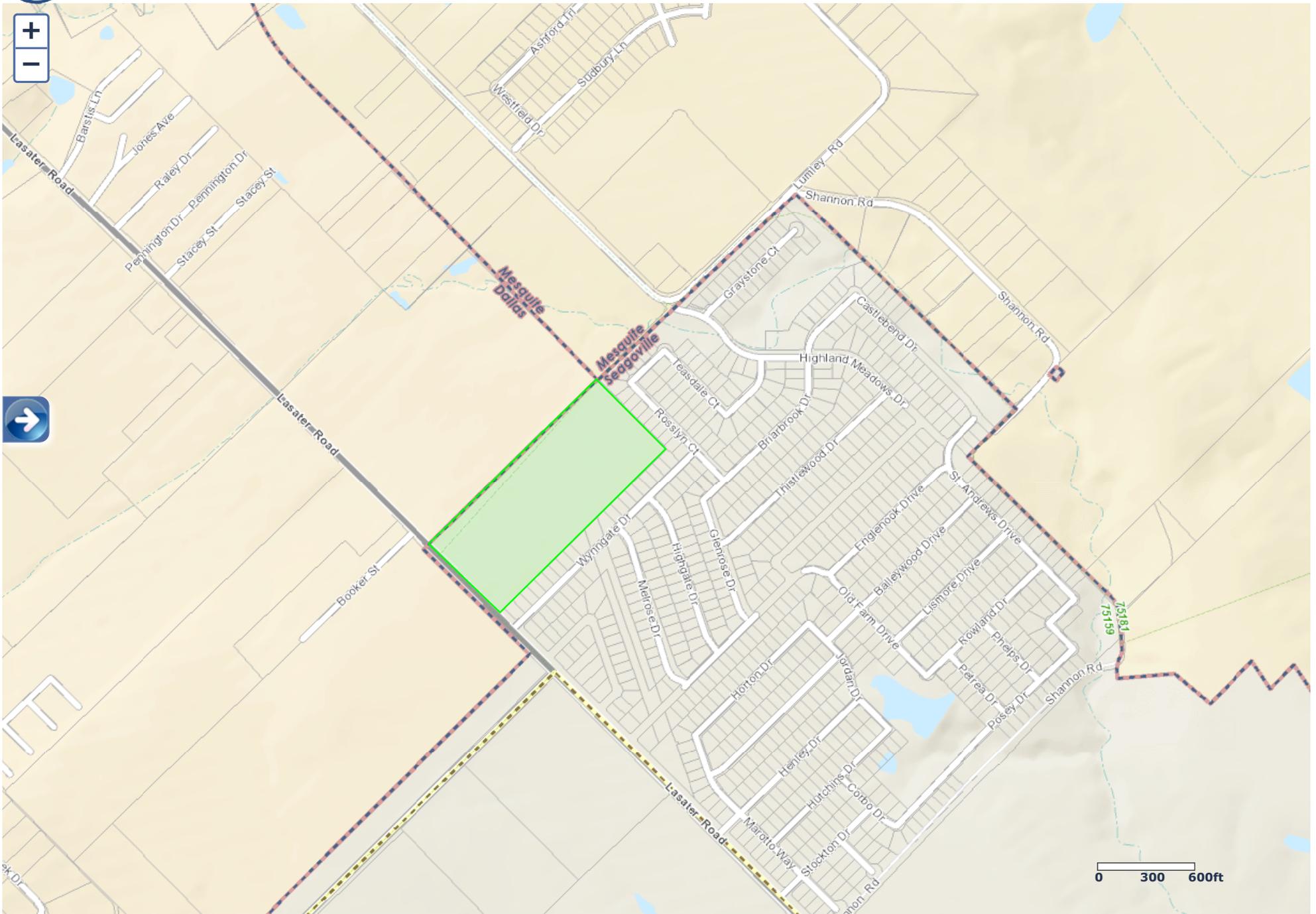
**STAFF REPORT
Z2019-12**

Type of Use	Zoning District	Residential	
		AG	R-5
Orchard without on-site retail or wholesale business			P
Passenger train station			P
Philanthropic institutions			SUP
Pony rides			SUP
Private school, equivalent to a public school			P
Public school (elementary through high school)			P
Public stable on 5 acres or more			SUP
Radio or television broadcasting stations			SUP
Religious institutions			SUP
Riding academy on 5 acres or more			SUP
Rock quarry			SUP
Rodeo			SUP
Sale of pre-packaged food/beverages, in combination, that exceeds 10% of an establishment's gross annual sales revenues			SUP
Sand excavation			SUP
Sewage treatment plant			SUP
Telephone exchange without office, repair or storage facilities			P
Temporary and seasonal sales establishment, such as flea market or produce stand			SUP
Temporary buildings to be used for construction purposes only			P
Travel trailer park			SUP
Veterinary hospital on 5 acres or more			SUP
Water pumping plant			P
Water supply reservoir			P
Water tower or artesian well			P
Wind energy conversion system (WEC)			SUP
Railway ROW & tracks, but no railroad yards, team tracks or storage yards			P











9/10
8/27
8/13
7/23
7/9

10/7
9/16
9/12
8/19
8/5

Exhibit 6a

ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: 6/25 City Council: 7/15
DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): _____

Application Type:

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

Name of Subdivision or Project: Caldwell Farms

Physical Location of Property: Approximately 150' NW from Corner of Lasater Rd. and Wynngate Dr
[General Location -- approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description):
BEING a 20.351 acre tract of land situated in the J. Halford Survey, Abstract No. 570

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

Acreage: 20.351 Existing Zoning: AG Requested Zoning: Planned Development

[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: Carl Porter Caldwell Jr., GST Trust

Contact Person: Carl Porter Caldwell, Jr. Title: Owner Applicant or Owner? (circle one)

Company Name: _____

Street/Mailing Address: 3301 SW 134TH PL. City: Miami State: FL Zip: 33175

Phone: (305) 389-9779 Fax: () Email Address: carlcaldwell@bellsouth.net

Engineer / Representative's Name: KPA Consulting Inc.

Contact Person: Pat Atkins Title: Director

Company Name: Tack Team Investments LLC

Street/Mailing Address: 3076 Hays Lane City: Rockwall State: TX Zip: 75087

Phone: (972) 388-6383 Fax: () Email Address: kpatatkins@yahoo.com

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

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

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

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

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

Signed: Carl Porter Caldwell, Jr. Title: Owner Date: 5/17/19

SUBSCRIBED AND SWORN TO before me, this the 17 day of May, 1919
(Month) (Year)

Notary Public in and for the State of Florida

My Commission Expires On: _____

[seal]

Office Use Only: Date Rec'd: 5/23 Fees Paid: \$ 1500 MY COMMISSION # FF 0076
 Zoning Case # 22019-15 Accepted By: [Signature] Receipt #: 570381
 Official Submittal Date: 5/23/19

in the John D. Merchant Survey Abstract No. 850, generally described as west of May Road and adjacent/east of Alto Road, Seagoville, Dallas County, Texas, and being legally described in Exhibit "A", attached hereto and incorporated herein.

SECTION 2. The property shall be developed and used in accordance with the City of Seagoville Zoning Ordinance and Construction Standards, except as amended herein, and the following development regulations:

Caldwell Farms - Seagoville

- A. The property shall be developed in accordance with the approved Concept Plan, which is attached hereto and made a part of the ordinance
- B. Front yard shall have a minimum depth of not less than 20 feet
- C. Side yard shall have a width of not less than 5 feet
- D. Side yard with street shall have a width of not less than 10 feet
- E. Rear yard shall have a minimum depth of not less than 20 feet
- F. Minimum area of the lot shall be not less than ~~5,500~~ ^{6,100 S.F.} square feet
- G. Minimum depth of the lot shall be not less than ~~110~~ ^{120'} feet
- H. Minimum width of the lot shall be not less than 50 feet
- I. Minimum living area of the dwelling shall be 1,700 square feet
- J. Maximum height of the dwelling shall be 35 square feet
- K. One-half of ~~May~~ ^{Lamar} Road, that portion that runs the full length of the property ~~abutting~~ ^{along} May Road, shall be paved concrete, curb, and gutter roadway
- ~~L. One-half of Alto Road, that portion that runs the full length of the property abutting Alto Road, shall be paved concrete, curb, and gutter roadway~~
- M. The property shall be landscaped in compliance with Division 21 of the City of Seagoville Zoning Ordinance
- N. All signage shall comply with Article 21.09 of the City of Seagoville Code of Ordinances

Lamar

O. Except as amended herein, all construction shall comply with the construction standards and ordinances of the City of Seagoville, Texas

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

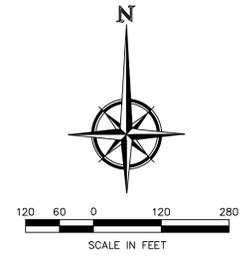
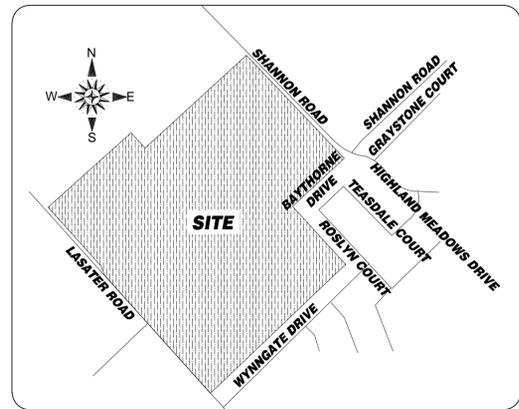
SECTION 4. That the above property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended and as amended herein.

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

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

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

SECTION 8. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and upon conviction shall be punished



- OPEN SPACE
- TYPICAL LOT 62.5'x 120'
City of Mesquite 36 LOTS
- TYPICAL LOT 50'x 120'
City of Seagoville 88 LOTS
- TYPICAL LOT 50'x 120'
City of Dallas 173 LOTS

CONCEPT PLAN CALDWELL FARMS

CITY OF MESQUITE, TEXAS
CITY OF SEAGOVILLE, TEXAS
CITY OF DALLAS, TEXAS
BEING A 76.687 ACRE TRACT OF LAND

Owner:
CARL PORTER JR. CALDWELL
3301 SW 134TH. PL.
MIAMI, FLORIDA 33175

Consultant:

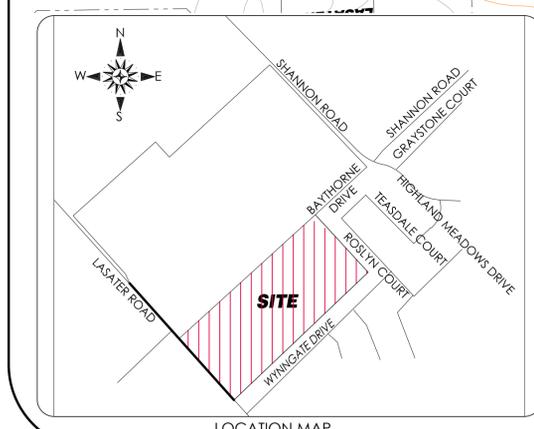
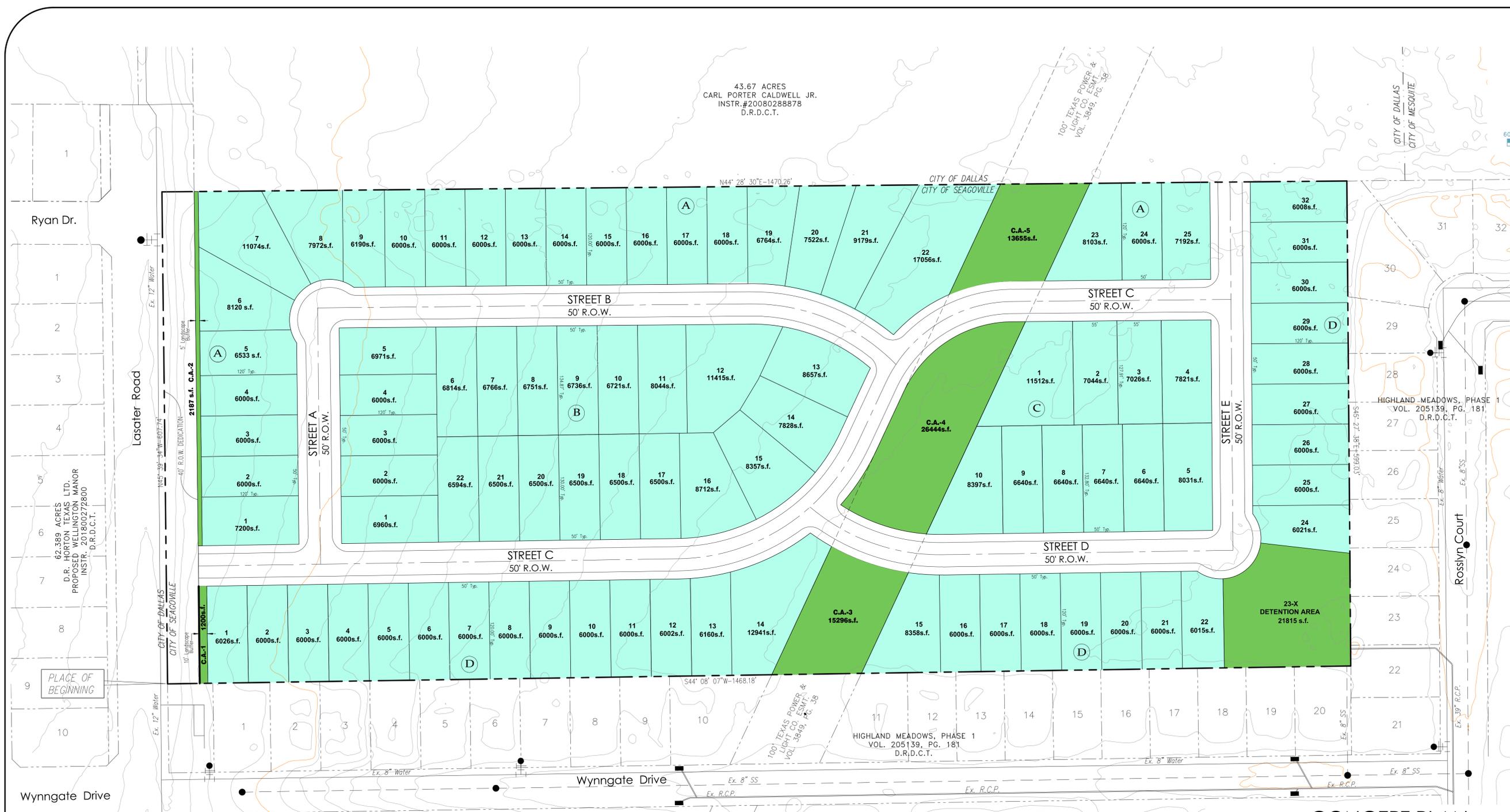


3076 HAYS LANE ROCKWALL, TEXAS 75087
972-388-6383 Contact: Pat Atkins

Developer
TACK TEAM INVESTMENTS LLC
PAT ATKINS
Director of Land Development and Acquisition
3076 Hays Lane, Rockwall Texas 75087
972.388.6383 | kpatatkins@yahoo.com



Exhibit 6c(ii)



PROPERTY DESCRIPTION

BEING a 20.351 acre tract of land situated in the J. Halford Survey, Abstract No. 570, City of Seagoville, Dallas County, Texas, and being part of a called 80.23 acre tract of land described in a Deed to Carl Porter Caldwell, Jr., GST Trust, Carl Porter Caldwell, Jr., Trustee, and William David Caldwell, II, recorded as Instrument No. 201400269744, Deed Records, Dallas County, Texas (DRDCT), and being more particularly described as follows:

BEGINNING at a point for corner in the centerline of Lasater Road at the most southern corner of said 80.23 acre tract and being in a northwest line of Highland Meadows Phase 1, an addition to the City of Seagoville, Dallas County, Texas, recorded in Volume 2005138, Page 181 (DRDCT), from which the most western corner thereof bears South 44°08'07" West, a distance of 3.78 feet, and a 1/2-inch iron rod with a yellow plastic cap found for reference at the most northern corner of a 60' wide road dedication by last mentioned addition bears North 44°08'15" East, a distance of 56.22 feet;

THENCE North 45°39'34" West, along and near the center of said road and a southwest line of said 80.23 acre tract, a distance of 607.74 feet, to a point for corner at the most southern corner of a 1.30 acre right-of-way parcel described in a Deed to the County of Dallas, recorded in Volume 5467, Page 117 (DRDCT);

THENCE North 44°28'30" East, along the southeast line of said 1.30 acre right-of-way, at 40.00 feet passing a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS 3963", found at the most eastern corner thereof and continuing for a total distance of 1470.26 feet to a 8" diameter concrete monument found at an east corner of said 80.23 acre tract common to a west corner of said Highland Meadows Phase 1;

THENCE in southeasterly and southwesterly directions, with the common boundary line of last mentioned tracts, the following courses:
 South 45°27'38" East, a distance of 599.03 feet, to point for corner in a wooden fence intersection;
 South 44°08'07" West, a distance of 1468.18 feet, to the POINT OF BEGINNING and containing 886.494 square feet, or 20.351 acres of land.

NOTE: The approximate location of the City Limit line called out in this "Legal Description" is based on the location of the upper northwest line of Highland Meadows Phase I, recorded in Vol. 2005138, Page 181, as projected in a southwesterly direction to its intersection with the centerline of Lasater Road. This is also the approximate location of the common line of the S. A. Haight Survey A-567 and the J. H. Halford Survey A-570, Dallas County Texas. No City of Dallas or Mesquite Ordinances could be found to verify this location.

LAND USE DATA	
Min. Lot S.F.	6,000
Min. Lot Width	50' @ B.L.
Min. Lot Depth	120'
Front Yard Setback	20'
Rear Yard Setback	20'
Side Yard Setback (Adj. to Street)	5' (10')
Min. Living Area	1700 s.f.
Max. Building Ht.	35'
Front Entry Two Car Garage	

20.351 Acres
 50'x120' Typ. Lot Size
 Total Lots - 88
 6 Common Area Lots

CONCEPT PLAN CALDWELL FARMS

CITY OF SEAGOVILLE, DALLAS COUNTY TEXAS
 BEING A 20.351 ACRE TRACT OF LAND
 J. HALFORD SURVEY, ABSTRACT NO. 570

Owner:
 CARL PORTER JR. CALDWELL
 3301 SW 134th, Pl.
 Miami, Florida 33175

Developer:
TACK TEAM INVESTMENTS LLC
 PAT ATKINS
 Director of Land Development & Acquisition
 3076 Hays Lane, Rockwall Tx. 75087
 972.388.6383 | kpatatkins@yahoo.com

Consultant:
KPA consulting, inc.
 3076 Hays Lane Rockwall, TX. 75087
 972-388-6383 Contact: Pat Atkins



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



September 11, 2019

via email: notices@dailycommercialrecord.com

Daily Commercial Record
706 Main Street
Dallas, Texas 75202

Please publish the legal notice below in the Friday, September 13, 2019 issue of your newspaper. Please send the affidavit of publication to the ATTN: Kandi Jackson at the address above. If you need to contact Kandi, her office direct number is (972) 287-6819 and her email is citysecretary@seagoville.us Kandi's normal office hours are Monday through Friday from 8:00 AM to 5:00 PM.



**NOTICE OF PUBLIC HEARING
SEAGOVILLE CITY COUNCIL
ZONING CASE Z2019-12**

The Seagoville City Council will hold a public hearing on Monday, October 7, 2019, at 6:30 PM in the Council Chambers in City Hall at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider a request to change the zoning on approximately 20+ acres of Tract 1 of Jeremiah H. Halford Abstract 570 located approximately 150+ feet northwest of the intersection of Lasater Road and Wynnegate Drive in Seagoville, Dallas County, Texas, from AG, Agriculture, to PD-19-02 for residential development.

All individuals may appear at the public hearing to state their opinions or may send a written notice prior to 4:30 PM on the day of the public hearing to Jr. Planner Jennifer Bonner at 702 North U.S. Highway 175; Seagoville, TX 75159.

CITY OF SEAGOVILLE
Kandi Jackson
City Secretary





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

August 28, 2019

**NOTICE OF PUBLIC HEARING
SEAGOVILLE PLANNING & ZONING COMMISSION
ZONING CASE Z2019-12**

The Seagoville Planning and Zoning Commission will hold a public hearing on Tuesday, September 10, 2019, at 6:30 PM in the Council Chambers in City Hall at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider a request to change the zoning on approximately 20±acres of Tract 1 of Jeremiah H. Halford Abstract 570 located approximately 150±feet northwest of the intersection of Lasater Road and Wynnegate Drive in Seagoville, Dallas County, Texas, from AG, Agriculture, to PD-19-02 for residential development.

All individuals may appear at the public hearing to state their opinions or may send a written notice prior to 4:30 PM on the day of the public hearing to Jr. Planner Jennifer Bonner at 702 North U.S. Highway 175; Seagoville, TX 75159.

As an adjoining property owner, this is the first opportunity to voice your opinion about this project for the record. The second opportunity will be at the public hearing listed above. There will also be a public hearing held in front of City Council, but that meeting date has not yet been set.

*Please indicate your opinion in this matter by checking the appropriate box below.
Please provide any additional comments that you might have in the provided space.
Please also sign and complete the name and address portion below.*

I am in favor of against Zoning Request Z2019-12 as it is described herein.

Additional Comments (attach additional sheets as necessary): _____

Signature(s): _____
Printed Name(s): _____
Address: _____
City, State & Zip code: _____
Phone Number: _____



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

August 28, 2019

RECEIVED
SEP 10 2019
CA

NOTICE OF PUBLIC HEARING
SEAGOVILLE PLANNING & ZONING COMMISSION
ZONING CASE Z2019-12

The Seagoville Planning and Zoning Commission will hold a public hearing on Tuesday, September 10, 2019, at 6:30 PM in the Council Chambers in City Hall at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider a request to change the zoning on approximately 20+ acres of Tract 1 of Jeremiah H. Halford Abstract 570 located approximately 150+ feet northwest of the intersection of Lasater Road and Wynnegate Drive in Seagoville, Dallas County, Texas, from AG, Agriculture, to PD-19-02 for residential development.

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Please indicate your opinion in this matter by checking the appropriate box below.
Please provide any additional comments that you might have in the provided space.
Please also sign and complete the name and address portion below.

I am in favor of against Zoning Request Z2019-12 as it is described herein.

Additional Comments (attach additional sheets as necessary):

That area will bring in more traffic. Connects us to the trailer parks.

We need to preserve that area as wild life. You are trying to take away the country living feel we all moved out here for. There's enough housing already taking place

Signature(s): *Kenya Edwards*

Printed Name(s): Kenya Edwards

Address: 3122 Rosslyn Ct

City, State & Zip code: Seagoville, TX 75159

Phone Number: 469-223-9200

AUGUST 28, 2019



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

August 28, 2019

RECEIVED
SEP 11 2019
ADS @ 7:00 PM

NOTICE OF PUBLIC HEARING
SEAGOVILLE PLANNING & ZONING COMMISSION
ZONING CASE Z2019-12

The Seagoville Planning and Zoning Commission will hold a public hearing on Tuesday, September 10, 2019, at 6:30 PM in the Council Chambers in City Hall at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider a request to change the zoning on approximately 20+ acres of Tract 1 of Jeremiah H. Halford Abstract 570 located approximately 150+ feet northwest of the intersection of Lasater Road and Wynngate Drive in Seagoville, Dallas County, Texas, from AG, Agriculture, to PD-19-02 for residential development.

All individuals may appear at the public hearing to state their opinions or may send a written notice prior to 4:30 PM on the day of the public hearing to Jr. Planner Jennifer Bonner at 702 North U.S. Highway 175; Seagoville, TX 75159.

As an adjoining property owner, this is the first opportunity to voice your opinion about this project for the record. The second opportunity will be at the public hearing listed above. There will also be a public hearing held in front of City Council, but that meeting date has not yet been set.

*Please indicate your opinion in this matter by checking the appropriate box below.
Please provide any additional comments that you might have in the provided space.
Please also sign and complete the name and address portion below.*

I am in favor of against Zoning Request Z2019-12 as it is described herein.

Additional Comments (attach additional sheets as necessary):

Signature(s): Shaniqua Thomas
Printed Name(s): Shaniqua Thomas
Address: 2605 Wynngate Dr.
City, State & Zip code: Seagoville, TX 75159
Phone Number: 469-95107467

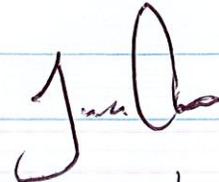
AUGUST 28, 2019
1

September 27, 2019

To: Seagoville City Council

We, Juan Casiano and Veronica Catalan owners of the property at 3129 Baythorne Dr. Seagoville, Texas 75159. We are against and opposed the proposed zoning change Z 189-279 (case number), zoning case Z2019-12.

Sincerely,



RECEIVED
OCT 03 2019
BY: qib

Property Owner List for Caldwell Farms
ZONING REQUEST Z2019-12: Create Plan Development

Exhibit 9

Mailed out a total of 73 certified letters on Friday, August 30, 2019, before 5:00 PM

Subject or adjoiner?	Site Address	DCAD acc't	Owner	Mailing Address 1	Address 2	City	State	Zip
Subject	15000 Lasater Road; Seagoville	65057071010010000	Carl P. Caldwell Jr. Trust & William D. Caldwell II	3301 SW 134th Place		Miami	FL	33175
Adjoiner	14801 Lasater Road; Dallas	00883800000170000	Carl P. Caldwell Jr. Trust & William D. Caldwell II	3301 SW 134th Place		Miami	FL	33175
Adjoiner	6200 Shannon Road; Mesquite	65056769710170100	Carl P. Caldwell Jr. Trust & William D. Caldwell II	3301 SW 134th Place		Miami	FL	33175
Adjoiner	3131 Baythorne Drive	500195200A0340000	Suchen & Broderick Lowe	3131 Baythorne Drive		Seagoville	TX	75159
Adjoiner	3129 Baythorne Drive	500195200A0330000	Veronic Catalan & Juan Casiano	3129 Baythorne Drive		Seagoville	TX	75159
Adjoiner	3127 Baythorne Drive	500195200A0320000	Floyd L. & Sheterra M. Walter	3127 Baythorne Drive		Seagoville	TX	75159
Adjoiner	3125 Rosslyn Court	500195200A0310000	Bertha L. Camacho	3125 Rosslyn Court		Seagoville	TX	75159
Adjoiner	3123 Rosslyn Court	500195200A0300000	Robin Williams	3123 Rosslyn Court		Seagoville	TX	75159
Adjoiner	3121 Rosslyn Court	500195200A0290000	David Rex Benson	6729 Hanover Road		Ft. Worth	TX	76116
Adjoiner	3119 Rosslyn Court	500195200A0280000	Sandra Vera	3119 Rosslyn Court		Seagoville	TX	75159
Adjoiner	3117 Rosslyn Court	500195200A0270000	Tiffany L. & Antonio D. Aldrete, Jr.	3117 Rosslyn Court		Seagoville	TX	75159
Adjoiner	3115 Rosslyn Court	500195200A0260000	Shernan Andries	3115 Rosslyn Court		Seagoville	TX	75159
Adjoiner	3113 Rosslyn Court	500195200A0250000	Jesus V. Alvarez	3113 Rosslyn Court		Seagoville	TX	75159
Adjoiner	3111 Rosslyn Court	500195200A0240000	Gabriel P. & Theresa M. Blizzard	3111 Rosslyn Court		Seagoville	TX	75159
Adjoiner	3109 Rosslyn Court	500195200A0230000	Quiana Jones	3109 Rosslyn Court		Seagoville	TX	75159
Adjoiner	3107 Rosslyn Court	500195200A0220000	HPA Texas Sub 2018 1ML LLC	180 North Stetson Avenue	Suite 3650	Chicago	IL	60601
Adjoiner	2707 Wynngate Drive	500195200A0210000	Jesus E. Cabral	2707 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2705 Wynngate Drive	500195200A0200000	Edgar F. P. Garcia	2705 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2703 Wynngate Drive	500195200A0190000	Sweet Home Solutions LLC	2019 Willow Bend Drive		Red Oak	TX	75154
Adjoiner	2701 Wynngate Drive	500195200A0180000	Irish & Byron Carter	2701 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2611 Wynngate Drive	500195200A0170000	Zenola M. McCoy	2611 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2609 Wynngate Drive	500195200A0160000	Kimetha Washington	2609 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2607 Wynngate Drive	500195200A0150000	Paul S. & Sarah Lyle	2607 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2605 Wynngate Drive	500195200A0140000	Shaniqua Thomas	2605 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2603 Wynngate Drive	500195200A0130000	Billy Coyle	2603 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2601 Wynngate Drive	500195200A0120000	Anita Regina & Jethro Bullock	2601 Wynngate Drive		Seagoville	TX	75159
Adjoiner	11 Wynngate Drive	500195200A0110000	H.O.A.of Highland Meadows, Inc.	c/o Margie Maxwell	2500 Legacy Drive; Suite 200	Frisco	TX	75034
Adjoiner	2519 Wynngate Drive	500195200A0100000	Anita J. Williams	2519 Wynngate Drive		Seagoville	TX	75159

Exhibit 9

Property Owner List for Caldwell Farms
ZONING REQUEST Z2019-12: Create Plan Development

Exhibit 9

Mailed out a total of 73 certified letters on Friday, August 30, 2019, before 5:00 PM

Subject or adjoiner?	Site Address	DCAD acc't	Owner	Mailing Address 1	Address 2	City	State	Zip
Adjoiner	2517 Wynngate Drive	500195200A0090000	Timothy & Nancy Alba	2517 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2515 Wynngate Drive	500195200A0080000	Quick& Easy Homes LLC	10209 Cimarron Trail		Forney	TX	75126
Adjoiner	2513 Wynngate Drive	500195200A0070000	Philashonte M. & Necoma D. Sansom	2513 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2511 Wynngate Drive	500195200A0060000	Ashlea Madison	2511 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2509 Wynngate Drive	500195200A0050000	Julio C. & Trejebeltran Claudia Arias	2509 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2507 Wynngate Drive	500195200A0040000	Rachel Walker & Darrell Bishop	2507 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2505 Wynngate Drive	500195200A0030000	Brooke L. Brickner	2505 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2503 Wynngate Drive	500195200A0020000	Larry J. Williams	P. O. Box 461073		Garland	TX	75046
Adjoiner	2501 Wynngate Drive	500195200A0010000	Higinio Elias & Gracelia Garcia	2501 Wynngate Drive		Seagoville	TX	75159
Adjoiner	Wynngate Drive		City of Seagoville	702 North Highway 175		Seagoville	TX	75159
Adjoiner	2502 Wynngate Drive	500195200H0010000	Connie M. Reed	2502 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2504 Wynngate Drive	500195200H0020000	Kevin J. Carreon-Martel & Laura N. Carreon	2504 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2506 Wynngate Drive	500195200H0030000	Melanie E. Thomas	2506 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2508 Wynngate Drive	500195200H0040000	Steve C. High, Jr.	2508 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2510 Wynngate Drive	500195200H0050000	Vanesica D. Fox	2510 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2512 Wynngate Drive	500195200H0060000	Annetie Nfebe Mfebe	2512 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2514 Wynngate Drive	500195200H0070000	Carolyn Campbell	2514 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2516 Wynngate Drive	500195200H0080000	Jesus O. Perez	2516 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2518 Wynngate Drive	500195200H0090000	Patricia Y. Dozier	2518 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2520 Wynngate Drive	500195200H0100000	H.O.A.of Highland Meadows, Inc.	c/o Margie Maxwell	2500 Legacy Drive; Suite 200	Frisco	TX	75034
Adjoiner	3027 Melrose Drive	500195200H0110000	Charles H. Kendrick, Sr.	3027 Melrose Drive		Seagoville	TX	75159
Adjoiner	Melrose Drive		City of Seagoville	702 North Highway 175		Seagoville	TX	75159
Adjoiner	3030 Melrose Drive	500195200G0320000	Sheena R. Isaac	3030 Melrose Drive		Seagoville	TX	75159
Adjoiner	3031 Highgate Drive	500195200G0010000	Dolores Roberson	4620 Leslie Lane		Balch Springs	TX	75180
Adjoiner	Highgate Drive		City of Seagoville	702 North Highway 175		Seagoville	TX	75159
Adjoiner	2702 Wynngate Drive	500195200F0010000	Christopher & Ashaki Waker	2702 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2704 Wynngate Drive	500195200F0020000	Juan & Maira G. Cortez	2704 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2706 Wynngate Drive	500195200F0030000	Bobby N. & Vicky Shaw	2706 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2708 Wynngate Drive	500195200F0040000	Christian & Latoya Lewis	2708 Wynngate Drive		Seagoville	TX	75159

Exhibit 9

Property Owner List for Caldwell Farms
ZONING REQUEST Z2019-12: Create Plan Development

Exhibit 9

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Subject or adjointer?	Site Address	DCAD acc't	Owner	Mailing Address 1	Address 2	City	State	Zip
Adjoiner	2710 Wynngate Drive	500195200F0050000	Tanya Toscano	2710 Wynngate Drive		Seagoville	TX	75159
Adjoiner	2712 Wynngate Drive	500195200F0060000	Andrea & Jeffery Parker	2712 Wynngate Drive		Seagoville	TX	75159
Adjoiner	Rossllyn Court		City of Seagoville	702 North Highway 175		Seagoville	TX	75159
Adjoiner	3106 Rossllyn Court	500195200I0160000	Phat C. Chu	3106 Rossllyn Court		Seagoville	TX	75159
Adjoiner	3108 Rossllyn Court	500195200I0170000	Samuel C. Glaze	3108 Rossllyn Court		Seagoville	TX	75159
Adjoiner	3110 Rossllyn Court	500195200I0180000	Yolanda K. Rambo	3110 Rossllyn Court		Seagoville	TX	75159
Adjoiner	3112 Rossllyn Court	500195200I0190000	Ridgeback Ventures LLC	6573 Lalais Drive		Dallas	TX	75254
Adjoiner	3114 Rossllyn Court	500195200I0200000	Tesheka Hooper	3114 Rossllyn Court		Seagoville	TX	75159
Adjoiner	3116 Rossllyn Court	500195200I0210000	Stefani L. Beal	3116 Rossllyn Court		Seagoville	TX	75159
Adjoiner	3118 Rossllyn Court	500195200I0220000	Berlenthia Lowe	3118 Rossllyn Court		Seagoville	TX	75159
Adjoiner	3120 Rossllyn Court	500195200I0230000	Vivian M. Martin Trust	3120 Rossllyn Court		Seagoville	TX	75159
Adjoiner	3122 Rossllyn Court	500195200I0240000	Kenya T. Edwards	3122 Rossllyn Court		Seagoville	TX	75159
Adjoiner	Baythorne Drive		City of Seagoville	702 North Highway 175		Seagoville	TX	75159
Adjoiner	Lasater Road		City of Seagoville	702 North Highway 175		Seagoville	TX	75159
Adjoiner	1110 Lasater Road; Dallas	00881600000070000	D. R. Horton Texas LTD	4306 Miller Road		Rowlett	TX	75088
Adjoiner	15010 Lasater Road; Dallas	00881600000280000	Santiago & Laura Bustos	15010 Lasater Road		Dallas	TX	75253
Adjoiner								

Exhibit 9

Regular Session Agenda Item: 6

Meeting Date: **October 7, 2019**

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Agriculture (AG), to Planned Development - Residential (PD-19-02) for approximately 20.351± acres of land described as Tract 1 of Jeremiah H. Halford Abstract 570, being located approximately 150± feet northwest of the intersection of Lasater Road and Wynnegate Drive, Seagoville, Dallas County, Texas, and being legally described and depicted in Exhibit “A”, attached hereto and incorporated herein; providing for development regulations; providing for the approval of the concept plan, which is attached hereto and incorporated herein as Exhibit “A”; providing for a repealing clause; providing for a severability clause; providing for a savings clause; providing a penalty fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date.

BACKGROUND OF ISSUE:

The land is currently unimproved and is located on the north side of Lasater Road about 150±feet northwest of its intersection with Wynnegate Drive.

Pat Atkins, representing his company KPA Consulting Inc. and property owners, Carl Porter Caldwell Jr. & GST Trust, in their request for a zoning change from an agricultural (vacant) land use to a residential subdivision in a plan development. The proposed development regulations for the Seagoville portion of the overall subdivision include:

- Development in accordance with a submitted (approved by City Council) concept plan
- Minimum front yard depth of 20-feet
- Minimum rear yard depth of 20-feet
- Minimum side yard width of 5-feet
- Minimum street side yard width of 10-feet
- Minimum lot width of 50-feet
- Minimum lot depth of 120-feet
- Minimum lot area of 6,000 square feet
- Minimum 1,700 square feet of living area of each house
- Maximum 35-feet height of each house
- Construction of one-half of Lasater Road along the full frontage of the development with concrete pavement and concrete curb-and-gutters
- Landscaping in compliance with Division 21 of the Seagoville Zoning Ordinance
- Signage in compliance of Article 21.09 of Seagoville Code of Ordinances
- All construction in compliance with construction standards and ordinances

The overall subdivision also has approximately 42-acres in the City of Dallas and 13-acres in the City of Mesquite.

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

FINANCIAL IMPACT:

Not applicable

RECOMMENDATION:

Besides the parcels in question, there are seventy-three (73) properties and parts of six (6) public streets within 200-feet of the boundary of the subject area. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Friday, August 30, 2019. A legal ad was also published per the Texas Local Government Code in the Wednesday, August 28, 2019, edition of the Daily Commercial Record newspaper. One (1) letter was returned as undeliverable by the U.S. Postal Service. No one from the public spoke in favor or against the request at the Planning and Zoning Commission meeting.

For the City Council meeting, the owners of each parcel were again notified in compliance with the 200-foot rule by mail on Tuesday, September 24, 2019. A legal ad was also published per the Texas Local Government Code in the Friday, September 20, 2019, edition of the Daily Commercial Record newspaper. As of the date of this report, Tuesday, October 1, 2019, no (zero) additional letters have been returned as undeliverable by the U.S. Postal Service. Any responses received after the emailing of the packet will be provided at the meeting.

On September 10th, the Planning and Zoning Commission voted five (5) to zero (0) in favor of recommending approval with condition of the request for a change in the zoning on approximately 20+ acres of Tract 1 of Jeremiah H. Halford Abstract 570 located approximately 150+ feet northwest of the intersection of Lasater Road and Wynnegate Drive in Seagoville, Dallas County, Texas, from AG, Agriculture, to PD-19-02 for residential development. The conditions of approval were:

- Re-submittal (prior to City Council review of this application) of a concept plan where the lots meet all of the requested development regulations.
- No approval of a construction plat for this development until access to water and sewer services has been determined, granted, engineered, and approved.
- Addition of 5-foot wide sidewalk along Lasater Road with its pavement improvements.

Staff also supports the requested change once the conditions of approval have been met.

The revised concept plan was resubmitted by email late in the day on Tuesday, September 24, 2019.

EXHIBITS:

1. Ordinance

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FROM AGRICULTURE (AG) TO PLANNED DEVELOPMENT-RESIDENTIAL (PD-19-02) FOR APPROXIMATELY 20.351± ACRES OF LAND DESCRIBED AS TRACT 1 OF JEREMIAH H HALFORD ABSTRACT 570, BEING LOCATED APPROXIMATELY 150± FEET NORTHWEST OF THE INTERSECTION OF LASATER ROAD AND WYNNEGATE DRIVE, SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING LEGALLY DESCRIBED AND DEPICTED IN EXHIBIT “A”, ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR DEVELOPMENT REGULATIONS; PROVIDING FOR THE APPROVAL OF THE CONCEPT PLAN, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT “A”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission and the governing body of the City of Seagoville, Texas, in compliance with the laws of the State of Texas, and pursuant to the Comprehensive Zoning Ordinance of the City of Seagoville, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that Zoning Application No. Z2019-12 (PD 19-02) should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1. That the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, duly passed by the governing body of the City of Seagoville, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning from Agriculture (AG) to Planned Development-Residential (PD-19-02) for approximately 20.351± acres of land described

as Tract 1 of Jeremiah H Halford Abstract 570, being located approximately 150± feet northwest of the intersection of Lasater Road and Wynnegate Drive, Seagoville, Dallas County, Texas, and being legally described and depicted in Exhibit “A”, attached hereto and incorporated herein.

SECTION 2. The property shall be developed and used in accordance with the City of Seagoville Zoning Ordinance and Construction Standards, except as amended herein, and the following development regulations:

- A. The property shall be developed in accordance with the approved Concept Plan, which is attached hereto and made a part of the ordinance
- B. Lot front yards shall have a minimum depth of not less than 20 feet
- C. Lot side yards shall have a width of not less than 5 feet
- D. Lot side yards with street frontage shall have a width of not less than 10 feet
- E. Lot rear yards shall have a minimum depth of not less than 20 feet
- F. Minimum area of each lot shall be not less than 6,100 square feet
- G. Minimum depth of each lot shall be not less than 120 feet
- H. Minimum width of each lot shall be not less than 50 feet
- I. Minimum living area of a dwelling on any lot shall be 1,700 square feet
- J. Maximum height of a dwelling on any lot shall be 35 square feet
- K. One-half of Lasater Road, that portion that runs the full length of the property abutting Lasater Road, shall be paved concrete, curb, and gutter roadway
- L. The property shall be landscaped in compliance with Division 21 of the City of Seagoville Zoning Ordinance
- M. All signage shall comply with Article 21.09 of the City of Seagoville Code of Ordinances
- N. Except as amended herein, all construction shall comply with the construction standards and ordinances of the City of Seagoville, Texas

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

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

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

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

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

SECTION 8. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and upon conviction shall be punished

by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

DULY PASSED by the City Council of the City of Seagoville, Texas, this the 7th day of October 2019.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY
(/cdb 09/30/2019)

EXHIBIT "A" (Concept Plan)

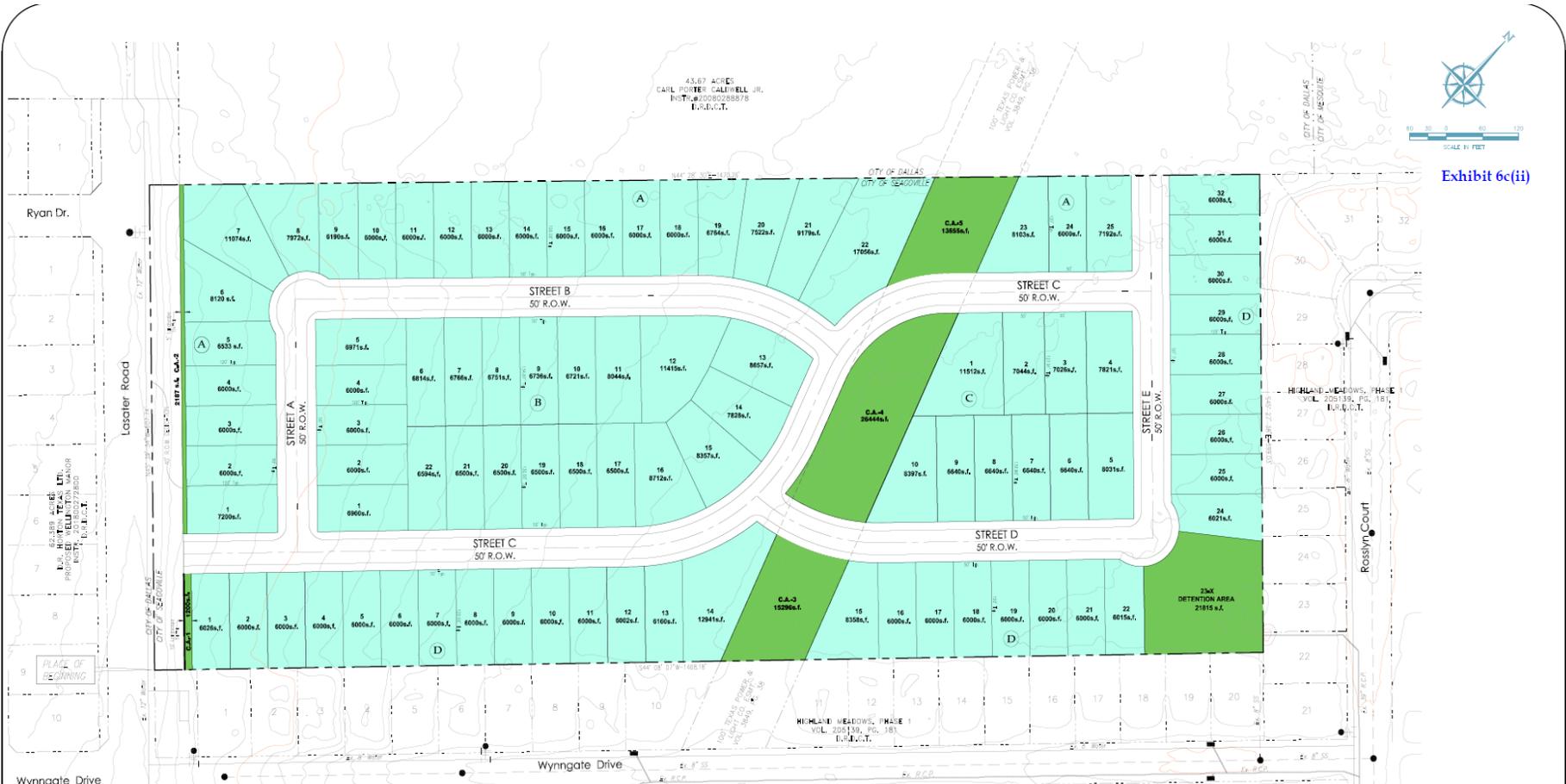


Exhibit 6c(ii)

PROPERTY DESCRIPTION

BEING a 20.351 acre tract of land situated in the J. Halford Survey, Abstract No. 570, City of Seagoville, Dallas County, Texas, and being part of a called 80.23 acre tract of land described in a Deed to Carl Porter Caldwell, Jr., Gift Trust, Carl Porter Caldwell, Jr., Trustee, and William David Caldwell, Jr., recorded as Instrument No. 201400287744, Deed Records, Dallas County, Texas, (DRDCT), and being more particularly described as follows:

BEGINNING at a point for corner in the centerline of Locater Road at the most southern corner of said 80.23 acre tract and being in a northwest line of Highland Meadows Phase 1, an addition to the City of Seagoville, Dallas County, Texas, recorded in Volume 2005138, Page 181 (DRDCT), from which the most western corner thereof bears South 44°08'07" West, a distance of 4.75 feet and a 1/2-inch iron rod with a yellow plastic cap found for reference at the most northern corner of a 404.239; wide road dedication by last mentioned addition bears North 44°08'15" East, a distance of 56.22 feet.

THENCE North 49°59'34" West, along and near the center of said road and a southwest line of said 80.23 acre tract, a distance of 607.74 feet, to a point for corner at the most southern corner of a 1.20 acre right-of-way parcel described in a Deed to the County of Dallas, recorded in Volume 5447, Page 117 (DRDCT);

THENCE North 44°28'30" East, along the southeast line of said 1.20 acre right-of-way, of 40.00 feet passing a 5/8-inch iron rod with a yellow plastic cap, stamped "PL2 2962", found at the most eastern corner thereof and continuing for a total distance of 1470.02 feet to a 5/8-inch concrete monument found at an east corner of said 80.23 acre tract common to a west corner of said Highland Meadows Phase 1;

THENCE in southeasterly and southwesterly directions, with the common boundary line of last mentioned tracts, the following courses: South 49°27'38" East, a distance of 599.03 feet, to point for corner in a wooden fence intersection; South 44°08'07" West, a distance of 1468.18 feet, to the POINT OF BEGINNING and containing 350,494 square feet, or 20.351 acres of land.

NOTE: The approximate location of the City Limit line called out in this "Legal Description" is based on the location of the upper northwest line of Highland Meadows Phase 1, recorded in Vol. 2005138, Page 181, as projected in a southeasterly direction to its intersection with the centerline of Locater Road. This is also the approximate location of the common line of the S. A. Haugh Survey A-507 and the J. H. Halford Survey A-570, Dallas County, Texas. No City of Dallas or Mesquite Ordinances could be found to verify this location.

LAND USE DATA

Min. Lot S.F.	6,000
Min. Lot Width	50' @ B.L.
Min. Lot Depth	120'
Front Yard Setback	20'
Rear Yard Setback	20'
Side Yard Setback (Adj. to Street)	5' (10')
Min. Living Area	1700 s.f.
Max. Building Ht.	35'
Front Entry Two Car Garage	

20.351 Acres
50x120' Typ. Lot Size
Total Lots - 88
6 Common Area Lots

CONCEPT PLAN CALDWELL FARMS

CITY OF SEAGOVILLE, DALLAS COUNTY TEXAS
BEING A 20.351 ACRE TRACT OF LAND
J. HALFORD SURVEY, ABSTRACT NO. 570

Owner:
CARL PORTER JR., CALDWELL
3201 SW 134th St.
Miami, Florida 33175

Developer:
TACK TEAM INVESTMENTS LLC

Consultant:
KPA consulting, inc.
8074 Hays Lane, Rockwell, TX, 75087
972-358-0383 Contact: Paul Alford

PAT ATTEN:
Director of Land Development & Acquisition
3074 Hays Lane, Rockwell, TX, 75087
972-358-0383 | kpatalk@tackteam.com

September 23, 2019

Regular Session Agenda Item: 7

Meeting Date: October 7, 2019

ITEM DESCRIPTION:

Receive a presentation concerning Animal Shelter Operations, the volunteer group known as STAAR, and an insight on entities that help provide forever homes for animals.

BACKGROUND OF ISSUE:

The Animal Services division was put back under the Police Department's umbrella back in January of 2011. When the Police Department took animal service operations back over Sgt. Karl Bailey was approached by the Chief of Police, Pat Stallings to be the managing overseer of this operation. Sgt. Bailey accepted the opportunity and in doing so wanted to make the City of Seagoville's animal shelter a No Kill shelter for domesticated animals.

The concept was embraced, and Sgt. Bailey spent several months researching the concept of a no kill shelter. There wasn't a lot that could be located regarding the research based on the fact that this was not a very prevalent concept at the time. However, this did not deter Sgt. Bailey as he strived forward to make the City of Seagoville one of the first no kill governmental shelters in the state of Texas

Knowing he could not go at this alone, or with the limited resources available, Sgt. Bailey started soliciting help from folks who would be willing to volunteer in making the no kill concept a reality. Before long Sgt. Bailey had a large group of volunteers working with the shelter who then formed their own organization known as (STAAR) which stands for Seagoville Texas Animal Advocates and Rescue. In order to be official STAAR submitted for and received their 501-C3 status through the state which gave them the ability to receive donations as a non-profit organization. The donations that STAAR receives all go toward the care, adoption and rescue efforts to keep the Seagoville Animal shelter a no kill shelter. STAAR and the Seagoville animal services work with several different entities in and around the local area to promote adoption events, as well as reaching out to rescues outside our state to find these animals their forever home.

Year to date and since the no kill concept became a reality, the Seagoville Animal Services and shelter operation has managed to maintain on average 95% no kill rating.

FINANCIAL IMPACT:

There is no financial impact associated with this presentation

RECOMMENDATION:

N/A

EXHIBITS:

PowerPoint presented by Sgt. Karl Bailey Animal Services Manager



SEAGOVILLE
ANIMAL SERVICES

SEAGOVILLE ANIMAL SERVICES

In 2011 Seagoville Animal Services was placed under the administration of the Police Department. The goal was to achieve No Kill status and reduce the number of complaints by citizens and the animal welfare community.

Animal Services

Sgt. Karl Bailey – Animal Services Manager

- Police Officer since 1989
- Animal Services Manager since 2011
- Guest speaker at:
 - American Pets Alive
 - National No Kill Conference
 - DFW No Kill Conference

Testified before Texas House and Senate
Subcommittees to end the use of gas chambers
in shelters

Animal Services Staff

- Animal Control Officer – Justin Harley
 - Justin has 8 years of experience in animal rescue, sheltering and was a veterinary technician
- 2 part time Animal Care Attendants
 - Audrey Blanks
 - Monica Curtis

Shelter Attendants are at the shelter 8am to 12pm Daily.



AC3

F150 XL

Seagoville

ANIMAL SERVICES

J. HARLEY



Animal Services

- Over 3200 Animal Calls per year
- Respond to:
 - Strays
 - Wildlife
 - Livestock
 - Bird and Fowl
 - Injured Animals
 - Bite Reports
 - Welfare
 - Deceased Animal Pick Up

Animal Services

- Intake approximately 800+ animals per year
- Impound Arrested person's dogs
- Investigate Animal Abuse and Neglect
- Investigate Animal Bites
- Process Adoptions
- Transfer to Rescues
- Transport to/from Veterinarians

Animal Services

- Enforce ordinances
- Educate the public
- Care for sick and injured animals
- Administer medications

The Animal Shelter

- Built in 1991
- 9 Kennels
- 2 Quarantine Kennels
- 7 Cat Cages
- 23 Stainless Dog Cages
- 8 Outdoor Kennels
- Play yard

Animal Shelter

When the Seagoville Animal Shelter was built (ca. 1991) the population of the city was around 5,000. The Shelter is a 2300 sq ft. metal building. It's equipped with an office, cat room and food preparation room.

The current population of Seagoville is over 16,000

What Is No Kill

To be considered a No Kill animal shelter, as defined by the No Kill Advocacy Center, is to have a 90% or better Live Release Rate.

This means that at least 90% of the animals that enter the animal shelter must have a live outcome, to include adoption, rescue and return to owner.

The Path To No Kill

Expectations of a No Kill Animal Shelter

- Higher Daily Populations
- Caring For Sick and Injured Animals
- Vaccinating Animals
- Volunteer Program
- Adoption Events
- Work With Rescues
- Microchip Program

Seagoville Texas Animal Advocates and Rescue



Who Is STAAR?

- 501c3 Non Profit Organization
- 100% Volunteer
- Funded Completely by Donations

What Does STAAR Do?

- Adoption Events
- Networks with Rescues
- Uses Donated Funds to:
 - Spay/Neuter Shelter Animals
 - Purchases Vaccines for Shelter Animals
 - Pays for Surgeries for Shelter Animals
 - Buys Necessary Medications for Ill Shelter Animals

STAAR

- This year alone STAAR has spent over \$30,000 caring for the animals in the Seagoville Animal Shelter.
- STAAR volunteers have transported our animals to rescues in Texas as well as Colorado and Kansas

Our Volunteers

The shelter volunteer program is open to anyone 18 years of age or older and can pass a standard background check. Occasionally, outside volunteer organizations come to the shelter to help bathe, walk and socialize the animals. Organizations including the Boy Scouts and Girl Scouts have come to the shelter to help beautify the shelter and build outdoor kennels.



Walmart

STAAR
Seagrville Texas Animal
Advocates & Rescue

International Volunteer



Janet Hunter of Melbourne, Australia has volunteered at the shelter every year for the past 8 years. She heard about the shelter through a volunteer and wanted to help us achieve and maintain our No Kill goal.

Adoptions

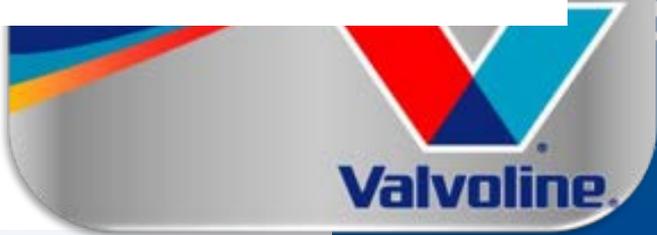
- Adoptions at the shelter
 - Mostly weekdays
 - Some weekend events
 - Annual Clear The Shelter Event
- Adoption events at off-site locations

PETSI

goville

Easter in Lee Park

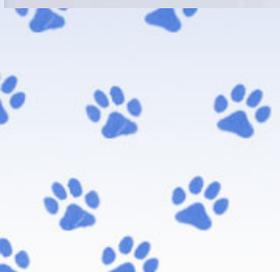
Rd
res



WES



CLEARTM THE SHELTERS





Ash



Brad



Ferris



Hurcules



Summer



Lady



Tanner







SPAY NEUTER
NETWORK

\$20 SPAY/NEUTER

For dogs and cats by appointment only.

WEDNESDAY, SEPTEMBER 4

Victory Baptist Church, 900 N. US Hwy 175, Seagoville, TX 75159

**AFFORDABLE SHOTS AND WELLNESS ARE AVAILABLE FROM TO
10AM - 12PM WITH NO APPOINTMENT.**

\$20 ESTERILIZACIÓN

\$20 cirugías de esterilización con cita previa. Vacunas y otros servicios a bajo costo, sin cita previa, de 10am a 12pm

This program does not include: Additional vaccinations, pain medication or fluids. Conditions such as cryptorchid, In-heat, or pregnancy.

For spay/neuter appointments and quicker service visit

www.spayneuternet.org

or call 972.472.3500 / 817.423.5500

Llame al 972-472-3500 / 817.423.5500 o visite spayneuternet.org para obtener más información y programar una cita.



Thank you PetCo Foundation for this Life-Saving program!

Not Everything We See Is Cute and Cudly

In addition to the friendly, furry and adorable dogs and cats we see, we sometimes get the horrible. Often tough to see, and sometimes difficult to capture and handle, sick and injured animals come in to our custody. Usually without any idea of where they came from or how they got there.



WARNING

Some viewers may find the following content highly disturbing and controversial.

Viewer Discretion Is Advised.

Bottle Babies



Injured and Sick Animals



Sick And Injured

When a sick or injured animal comes in to the shelter it's care becomes a priority for our staff and volunteers. In many cases the animal may only need some TLC while others need critical care. Because an animal is injured or sick does not mean that animal cannot be rehabilitated.

Sick and Injured

We have had many success stories and many heartbreaks since 2011.

Unfortunately, not every animal can be saved. Our philosophy is to give every animal who can be rehabilitated a chance and to comfort those that cannot until the end.





Photographs Say So Much ...

FAITH



**SEAGOVILLE
ANIMAL SERVICES**



*Seagoville Animal Shelter
1330 E. Malloy Bridge Rd.
Seagoville, TX 75159
Phone: 972-287-6838
Email: pets@seagoville.us*



Penny's Story

- Thrown from a moving car in front of a school bus unloading children
- Leg broken into 3 large pieces and splinters
- Amputated back left leg
- Rehabilitated at Seagoville High School Veterinary Technician Program



Penny's Adoption Flier

PENNY



**SEAGOVILLE
ANIMAL SERVICES**



*Seagoville Animal Shelter
1330 E. Malloy Bridge Rd.
Seagoville, TX 75159
Phone: 972-287-6838
Email: pets@seagoville.us*



What Is An Animal Rescue

- Nonprofit (501c3)
- Mostly foster based
- Some shelter based
- Intake Animals from:
 - The streets
 - Government animal shelters
 - Disaster areas
 - Otherwise bad situations

Animal Rescues

- Funded by donations and grants
- Only adopt out fully vetted animals
 - Spayed or neutered
 - Microchipped
 - Socialized
 - Rehabilitated

Animal Rescues

A bona fide animal rescue will be a 501c3. There are many people who call themselves “animal rescuers” but are often animal hoarders or have little experience and knowledge of proper animal care.

Animal Welfare

Animal Rescues are different than Animal Welfare organizations and they have different mandates.

Examples of Animal Welfare Organizations:

- ASPCA
- HSUS
- Local Humane organizations

Working With Rescues

Rescue organizations must be non profit with proof of 501c3 status before they can pull animals from our shelter. They are also checked for any negative issues

Over 90 rescues have pulled animals from the Seagoville Animal Shelter since 2011. In that time, over 400 dogs and cats have been transferred to rescue organizations.

Rescues

4 Pawz Plus Critters

A Voice for All Paws

Adopt A Husky of Dallas Inc.

Airedale Terrier Rescue and Adoption

All Texas Dachshund Rescue

American Dog Rescue

Angels 2 The Rescue

Animal Angels

Animal Rescue of Texas

Astasia's Angels Animal Rescue

Aussie Rescue and Placement Helpline

Best Fur Friends Rescue

Big Bones Canine Rescue Services Inc.

Boston Terrier Rescue of North Texas

Bull Luv Able Paws

Doberman Rescue of North Texas

EARS Rescue

East Lake Pet Orphanage

Feral Friends Community Cat Alliance

Great Dane Rescue of North Texas, Inc.

Italian Greyhound Club of America Rescue

League of Animal Protectors

Legacy Boxer Rescue

Lone Star Labrador Retriever Rescue

Lucy's Lost Loved One's

Mazzie's Mission

Metroplex Animal Coalition

Metroplex Mutts

PJs Rescue

Poodle Rescue of North Texas

Project K-911

Recycled Poms and Schipperkes

Rescue Dogs Rock NYC

Rescued Friends, Inc.

Saving Carolina Dogs Rescue & Adoption Network

Saving Pyrs in Need

Second Chance SPCA

SOS Beagle Rescue

TAGG Rescue Inc.

Take Me Home Pet Rescue

Yorkie Rescue of America

Houston Collie Rescue

Humane Education And Animal Rescue

Texas Gulf Coast Boston Terrier

The Little Shelter That Could (and did)

- 2011 Seagoville Animal Shelter achieved at 96.7% Live Release Rate
- 2011 to Present Live Release:
 - 4,436 Dogs
 - 1,378 Cats
 - 91.14% Average Live Release Rate

The remaining 8.86% accounts for animals that were euthanized or died as a result of illness

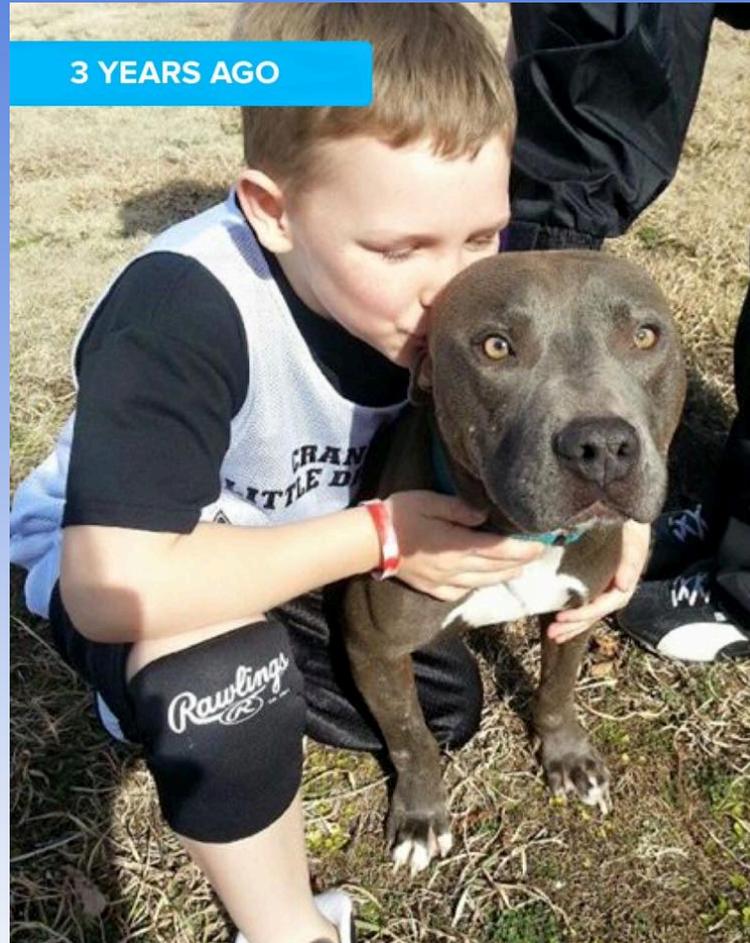
How To Reduce Stray Animals

- Spay and Neuter
- Microchip
- Vaccinate
- Socialize
- Play and Interact with Pets
- Make Sure Your Fence Is In Good Repair

How You Can Help

- Volunteer
 - Shelter
 - Adoption Events
- Donate
 - Money
 - Amazon Smile Wishlist
- Network on Social Media

Questions?



FINANCIAL IMPACT:

This requested purchase was presented to and approved through the 2019 / 2020 budget and financial meeting

RECOMMENDATION:

The Police Department recommends that Council approve this purchase to help maintain a safe and reliable fleet of vehicles for our Patrol Division.

EXHIBITS:

Resolution
4-Photos

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF TWO (2) 2020 CHEVROLET TAHOE POLICE VEHICLES INCLUDING THE INSTALLATION OF ALL EMERGENCY EQUIPMENT IN EACH VEHICLE FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY FIVE THOUSAND SEVEN HUNDRED SEVENTY TWO DOLLARS AND NO CENT (\$125,772.00) FROM HOLIDAY CHEVROLET; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council, in the FY 2019/2020 Police Department Budget authorized the purchase of two Chevrolet Tahoe police vehicles; and

WHEREAS, through the Tarrant County cooperative purchasing program under contract number (2019-014) these items have been bid in accordance with all applicable bidding statutes and policies; and

WHEREAS, the City Council has determined that Holiday Chevrolet has met all bid specifications and is the lowest and most responsive bid.

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

SECTION 1. That the City Council hereby authorizes the purchase of two Chevrolet Tahoe police vehicles including the installation of all emergency equipment in each vehicle, in a total amount not to exceed \$125,772.00 from Holiday Chevrolet and authorizes the City Manager to disburse the funds.

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

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

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this 7th day of October, 2019.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY







Pro-gard
48V-48V-48V

CAUTION
DO NOT OPERATE THIS VEHICLE
IF YOU ARE DRUG OR ALCOHOL
IMPAIRED. ALWAYS WEAR YOUR
SEATBELT. NEVER OPERATE
THIS VEHICLE WITH A CHILD
OR ANIMAL IN THE SEAT.
NEVER OPERATE THIS VEHICLE
ON A PUBLIC ROAD. ALWAYS
USE PROPER TIE-DOWN
TECHNIQUE. ALWAYS USE
APPROPRIATE TIE-DOWN
RATINGS. ALWAYS USE
APPROPRIATE TIE-DOWN
TECHNIQUE. ALWAYS USE
APPROPRIATE TIE-DOWN
RATINGS.

Pro-gard
48V-48V-48V



SWITCH & GUARD

CAUTION
DO NOT EXCEED
20 POUNDS
OF EQUIPMENT

NETELEM
EMERGENCY VEHICLE SOLUTIONS
1000 WOODLAND AVENUE
MOUNTAIN VIEW, CA 94039
TEL: 415.947.1100
WWW.NETELEM.COM

MAIN POWER	ON
OUT 1 10A	ON
OUT 2 10A	ON
OUT 3 10A	ON
OUT 4 10A	ON
OUT 5 10A	ON
OUT 6 10A	ON
OUT 7 10A	ON
OUT 8 10A	ON

LUND
INDUSTRIES
Emergency Vehicle Solutions
874-A Apple Road
MODEL NO. LOP1-1AHT6-EC

MADE IN
USA
Lund Industries, Inc.

Regular Session Agenda Item: 9

Meeting Date: October 7, 2019

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas authorizing the purchase of one (1) 2020 Chevrolet 1500 Silverado 4x2 crew cab pickup in an amount not to exceed \$25,710.00 from Caldwell Country and installation of equipment and graphics in an amount not to exceed \$3,563.01 from Pursuit Safety, Inc. for a total cost of \$29,273.01, and authorizing the City Manager to disburse funds; and providing an effective date.

BACKGROUND OF ISSUE:

Community Development requested approval for the purchase of a new crew cab pickup truck for the Community Development Director. The request was approved as part of the FY 2019-2020 budget.

The 2020 Chevrolet 1500 Silverado will be purchased from Caldwell Country through the Houston-Galveston area Council (HGAC) Buy Program. The lights and decal will be done by Pursuit Safety. Caldwell Country will have the truck ready in about 90 days. Pursuit Safety will need at least two weeks for lights, and decals to match other Seagoville apparatus.

FINANCIAL IMPACT:

The purchase price for the pickup is \$25,710.00

The purchase price for the lights and decal for the pickup is \$3,563.01

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution (2 Pages)

Quote 9242019 for Chevrolet pickup with pictures (5 pages)

Quote RO # 35571 for lights and decal for Chevrolet pickup (2 Pages)

RESOLUTION NO. ____-R-2019

A RESOLUTION OF THE CITY OF SEGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF ONE (1) 2020 CHEVROLET 1500 SILVERADO 4X2 CREW CAB PICKUP IN AN AMOUNT NOT TO EXCEED \$25,710.00 FROM CALDWELL COUNTRY AND INSTALLATION OF EQUIPMENT AND GRAPHICS IN AN AMOUNT NOT TO EXCEED \$3,563.01 FROM PURSUIT SAFETY, INC. FOR A TOTAL COST OF \$29,273.01, AND AUTHORIZING THE CITY MANAGER TO DISBURSE FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration has determined there is a need to purchase a Chevrolet crew cab pickup for the Community Development Department; and

WHEREAS, the City Council authorized the expenditure in the FY 2019-2020 Community Development Department budget; and

WHEREAS, the purchase of the herein described vehicle complies with City specifications and can be competitively procured from Caldwell Country as set forth in Exhibit A through the Houston-Galveston Area Council (HGAC) Buy Program; and

WHEREAS, the City council of the City of Seagoville finds it to be in the public interest of the City to authorize the herein described purchase.

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

SECTION 1. The City Council hereby authorizes the purchase of one (1) 2020 Chevrolet 1500 Silverado 4x2 crew cab pickup in an amount not to exceed twenty five thousand seven hundred ten dollars and no cents (\$25,710.00) from Caldwell Country as set forth in Exhibit A and installation of equipment and graphics in an amount not to exceed three thousand five hundred sixty three dollars and one cents (\$3,563.01) from Pursuit Safety, Inc. as set forth in Exhibit B for a total cost of twenty nine thousand two hundred seventy three dollars and one cents (\$29,273.01) and authorizes the City Manager to disburse the funds.

SECTION 2. This resolution shall take effect immediately from and after its passage, and so it is accordingly resolved.

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 7th day of October, 2019.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY

QUOTE# 9242019

CONTRACT PRICING WORKSHEET

End User: CITY OF SEAGOVILLE	Contractor: CALDWELL COUNTRY
Contact Name: CASEY FILLMORE	CALDWELL COUNTRY
Email: CFILLMORE@SEAGOVILLE.US	Prepared By: Averyt Knapp
Phone #: 972-287-6833	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: SEAGOVILLE	Fax #: 979-567-0853
Date Prepared: MAY 1, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872
Product Description: 2020 CHEVROLET 1500 SILVERADO 4X2 CREW CAB SWB CC10543	

A Base Price & Options:	\$26,610
-------------------------	----------

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	4X2-CREW CAB 4DR, 4.3L-V6, 6-SPD AUTOMATIC, 40-20-40 CLOTH SEATS, FULL RUBBER FLOOR, AMFM- STEREO W/BLUETOOTH, AIR CONDITION, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, KEYLESS, ENTRY, 6" BLACK ROUND ASSIST STEPS, 6.5' BED, REAR STEP BUMPER, REAR VISION CAMERA, TRAILER TOW PACKAGE	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C

Exhibit A

D Other Price Adjustments (Installation, Delivery, Etc...)	
Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	
Quantity Ordered	1
Subtotal E	\$26,610
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD	\$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	
	\$27,010
Estimated Delivery Date:	
	Q4-2019 / Q1-2020









Pursuit Safety, Inc.

Exhibit B



4947 State Hwy 276, Royse City, TX 75189
 Phone: 972-772-4747
 Fax 972-722-1624
 Info Email to Sales@pursuitsafety.com

RO#: 35571
 Estimate

Page: 1

Sold To: CITY OF SEAGOVILLE CASEY FILLMORE Pn: (972) 287-6833	Bill To: CITY OF SEAGOVILLE Sgt. Tim Talley 600 NORTH HWY 175 Seagoville, TX 75159 Pn: (214) 549-7643	Vehicle: 2020 CHEVROLET 1500 2WD Eng: COMMUNITY .. Tran: VIN: Mileage In: Out: P Date: Clr: Camera Serial #: Lic: CD-3 St: TX Fleet:CD-3	Repair Order: Service Writer: Wade PO Number: Date In: 05/23/2019 Date Out: Driver: CASEY FILLMORE Quotes are good for 30 days
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Graphics

WORK DESC.: PRODUCE AND INSTALL COMMUNITY DEVELOPMENT GRAPHICS KIT

Labor:	Description	Extended			
	INSTALL GRAPHICS	150.00			
Labor Sub Total:		150.00			
Parts:	Description	List Ea.	Price Ea.	Qty	Extended
	PRINT NON-REFLECTIVE SEAGOVILLE DOOR LOGOS WITH DEPT DESIGNATION (COMMUNITY DEVELOPMENT), WEBSITE, IN GOD WE TRUST, TAILGATE LOGO AND UNIT NUMBERS CD3	115.19	115.19	1.00	115.19
Parts Sub Total:					115.19
Job Sub Total:					265.19

Vehicle Upfitting: CHEVROLET TRUCK

WORK DESC.: INSTALL- AMBER/BLUE LIGHT BAR WITH SWITCH BOX

NOTES: **PRICE IS PER UNIT**

Labor:	Description	Extended			
	UPCHARGE FOR NON CERTIFIED POLICE PACKAGE VEHICLES	100.00			
	INSTALL BASIC LIGHT BAR-MOUNT AND WIRE	200.00			
	HOURLY INSTALL LABOR RATE FOR NON CONTRACT SERVICE (2HRS - SEE SERVICE NOTES) LABOR TO REMOVE INTERIOR TRIM AND RE-INSTALL TO RUN CABLING FOR LIGHT BAR	170.00			
	INSTALL LIGHTING CONTROL BOX- MOUNT AND WIRE	125.00			
Labor Sub Total:		595.00			
Parts:	Description	List Ea.	Price Ea.	Qty	Extended
	POWER FUSE MODULE, 60A, 2 FUSE POSITIONS	19.95	15.96	1.00	15.96
	MICRO2 FUSE TAP	10.95	8.76	1.00	8.76
	JCASE FUSE, 60A, 32V	5.95	4.76	1.00	4.76
	6 Function Switch Box	120.48	114.46	1.00	114.46
	Legacy Series Option, Two Super-Led Alley Lights	131.00	78.60	1.00	78.60
	Legacy Series Option, Two Long Super-LED® Take-Down Lights	233.00	139.80	1.00	139.80
	Legacy Solo GS WeCAN Series 54in Single Color, Red, Blue, Amber or White	2028.00	1216.80	1.00	1216.80
	NEW One Super-LED® Single Color Long Lighthead, Red, Blue Amber or White **AMBER**	121.00	72.60	7.00	508.20
	NEW One Super-LED® Single Color Long Lighthead, Red, Blue Amber or White **BLUE**	121.00	72.60	7.00	508.20
	MOUNT KIT LIGHTBAR, 2019 SILVERADO, 54-54IN	79.00	47.40	1.00	47.40
Parts Sub Total:					2642.94
Misc:	Description	Sold Price	Qty	Extended	
	Shop Fee (INCLUDES MISC. NUTS, BOLTS, SCREWS, TAPE, CONNECTORS AND ANY SMALL SHOP ITEMS)			14.88	

SHIPPING

45.00 1.00 45.00

Misc Sub Total: 59.88

Job Sub Total: 3297.82

PLEASE SIGN AND RETURN WITH A HARD COPY PURCHASE ORDER AND TAX EXEMPT CERTIFICATE TO AUTHORIZE WORK

This quote is an estimate for the described materials & services you have requested. It is belived to be accurate based on the information we received. There may be additional charges for shipping that will be added to the invoice. Other charges for items may include: Items missing from a unit we strip that dosen't have all the correct parts. Parts that need replacing due to body style changes from the factory and miscellaneous brackets needed for the install that may not have been quoted. We will advise in you of any additional parts needed for the completion of the job and the cost of the items. You will be required to sign and return the change order so we may complete the job. Quotes are good for 30 days, ***IF USING A CREDIT CARD FOR PAYMENT, THERE WILL BE A 2% PROCESSING FEE ADDED TO THE FINAL INVOICE TOTAL****

Parts: 2758.13
Labor: 745.00
Sublets: 0.00
Misc: 59.88

Subtotal: 3563.01
Sales Tax: 0.00

TOTAL: 3563.01
Balance: 3563.01

Customer Signature

Date

Regular Session Agenda Item: 10

Meeting Date: October 7, 2019

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of one (1) 2019 MAXXD D7X 72” Trailer in an amount not to exceed \$7,320.71 from North Texas Trailers through the Buy Board Cooperative Purchasing Program, and authorizing the City Manager to disburse funds; and providing an effective date.

BACKGROUND OF ISSUE:

Community Development requested approval for the purchase of a new Trailer during FY 2019-2020 budget that was approved.

The MAXXD D7X 72” trailer will be purchased from North Texas Trailers. The trailer will be used to pick up bulk trash that is dumped illegally within the City limits. The trailer will make gathering and picking up illegally dumped bulk trash easier and safer for the Code Officers. The trailer can also hook to a Code truck making it trouble-free to dispose of the collected illegally dumped waste.

FINANCIAL IMPACT:

\$7,320.71

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution (2 Pages)

Quote Ref # 17887 for trailer with picture (2 Pages)

RESOLUTION NO. ____-R-2019

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF ONE (1) 2019 MAXXD D7X 72” TRAILER IN AN AMOUNT NOT TO EXCEED \$7,320.71 FROM NORTH TEXAS TRAILERS THROUGH THE BUY BOARD COOPERATIVE PURCHASING PROGRAM, AND AUTHORIZING THE CITY MANAGER TO DISBURSE FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration has determined there is a need to purchase a MAXXD D7X 72” trailer for the Community Development Department; and

WHEREAS, the City Council authorized the expenditure in the FY 2019-2020 Community Development Department budget; and

WHEREAS, City Administration has determined in accordance with state law that the purchase of the above-described trailer that complies with City specifications can be competitively procured from North Texas Trailers as set forth in Exhibit A, through the Buy Board Cooperative Purchasing Program; and

WHEREAS, the City council of the City of Seagoville finds it to be in the public interest of the City to authorize the herein described purchase.

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

SECTION 1. The City Council hereby authorizes the purchase of one (1) 2019 MAXXD D7X 72” trailer in an amount not to exceed seven thousand three hundred twenty dollars and seventy one cents (\$7,320.71) from North Texas Trailers as set forth in Exhibit A, and authorizes the City Manager to disburse finds.

SECTION 2. This resolution shall take effect immediately from and after its passage, and so it is accordingly resolved.

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 7th day of October, 2019.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY



Quote Only
North Texas Trailers LLC
 3901 E. Loop 820 South
 Ft. Worth, TX 76119
 (817) 496-3800 Fax: (817) 496-3814

Ref # 17887
Date: Jun 26 2019
 Salesperson: Charlie Stewart
 Email:

Customer: City of Seagoville		
Address: 702 N Hwy 175		Phone (h)
Seagoville, Tx 75159		(c)
E-Mail: jswaggerty@seagoville.us		(w) (972) 287-6828
County: DALLAS		(f)

Description of Purchase				
New 2019 MAXXD D7X D7X7210				
VIN	Stock #	Mileage	Color	Weight
	D7X7210COS		Black	

Optional Equipment & Accessories	
D7X7212	7382.86
E Radial Tires	144.20
Buy Bd Discount (376.35)	
Sub Total	7150.71
Frnt E Tag & Prep	170.00
Total	7320.71
Buy Board Contract 516-16	

Selling Price Summary	
Sales Price	\$7,527.06
Discount	\$376.35
N/A	\$0.00
Trade Allowance(s)	\$0.00
Optional Equipment & Accessories	\$0.00
Net Selling Price	\$7,150.71
Prep Fee	\$165.00
Road & Bridge Fee	\$0.00
Title Certificate	\$0.00
License Fee	\$0.00
Bank Service Fee	\$0.00
e-Tag Fee	\$5.00
Document Fee	\$0.00
Dealer Inventory Tax	\$0.00
Registration Fee	\$0.00
N/A	\$0.00
N/A	\$0.00
Sales Tax	\$0.00
Trade Payoff(s)	\$0.00
Total Amount Due	\$7,320.71
Less Down Payment	\$0.00
Less Deposit	\$0.00
Balance or Amount Financed	\$7,320.71

Trade:
VIN #:
Odometer:
Allowance: \$0.00
Payoff: \$0.00

Trade:
VIN #:
Odometer:
Allowance: \$0.00
Payoff: \$0.00

_____ Manager Signature	_____ Date
_____ Buyer Signature	_____ Date
_____ Buyer Signature	_____ Date

Loan Information	
Finance Company:	
Address:	
APR: 0.00%	Monthly Payment
Term: 0 months	\$0.00

Terms & Conditions

9,990 lb
GVWR Rating

D-Rings
1/2" Bull-Nose D-Rings
(4 Outside & 4 Inside Bed)

Sides & Bed
10 Gauge Steel Sides and
Bed (21" High Sides)

Tarp Kit
Pull-Back Trap Kit

Fenders
Double Broke Diamond
Plate Fenders

Crossmembers
3" Channel Crossmembers
on 16" Centers

Ramps
6' Side-Store Ramps

Hoist
5" - 14K Hydraulic Scissor Hoist

Rear Doors/Gate
Split Barn Doors and
Spreader Gate Combo

Jack
1 - 7K Drop-Leg Jack

Wheels
15" Silver Mod Wheels

Coupler
2 5/16" Adjustable
Ram/Fulton Coupler

Tires
ST225/75R15 (D) Radial Tires

Tongue
5" Channel Wrap Tongue

Axle(s)
2-5.2K Electric Brake Dexter Axle

Spare Mount
Spare Tire Mount

Frame
5" x 3" x 3/16" Tube Frame

Toolbox
Formed Steel Toolbox With
Power Up & Power Down
and a KTI Hydraulic Pump

Sizes

10' x 72"

12' x 72"

Popular Color Options (Other colors available)

MAXXD Gray *

Wet Black

Flame Red

Indigo Blue *

Equipment Yellow

Beige *

* Metallic. | The colors shown are for your reference only. Actual colors may vary.

Standard Options



16" Centers
Bed crossmembers spaced at 16" apart for maximum support.



5" 14K Scissor Hoist
Better stability and strength with a scissor hoist compared to either single or double cylinders.



Tarp Kit
Pull back tarp with ratchet handle to easily lock tarp in place.



Tube Frame
5" x 3" tube frame with a 3/16" wall for maximum strength.

Regular Session Agenda Item: 11

Meeting Date: October 7, 2019

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of one (1) John Deere 1200A Bunker and Field Rake in an amount not to exceed \$14,197.41 from Austin Turf and Tractor through the Buy Board Cooperative Purchasing Program, and authorizing the City Manager to disburse funds; and providing an effective date.

BACKGROUND OF ISSUE:

The Community Development requested approval for the purchase of a new Field Rake during the FY 2019-2020 budget. The request was approved as part of the approved budget.

The Field Rake will be used on all fields, this will help ensure the fields look presentable it will also provide a safer fields to play on for all the citizens who use the parks. In the past, Park Staff would have to rake the field by hand. Having a field rake will not only save time, but it will improve the overall look of the parks.

FINANCIAL IMPACT:

\$14,197.41

RECOMMENDATION:

Staff recommends approval

EXHIBITS:

Resolution (2 Pages)

Quote 19368150 for Bunker and Field Rake with picture (3 Pages)

RESOLUTION NO. ___ -R-2019

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF ONE (1) JOHN DEERE 1200A BUNKER AND FIELD RAKE IN AN AMOUNT NOT TO EXCEED \$14,197.41 FROM AUSTIN TURF AND TRACTOR THROUGH THE BUY BOARD COOPERATIVE PURCHASING PROGRAM, AND AUTHORIZING THE CITY MANAGER TO DISBURSE FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration has determined there is a need to purchase a John Deere 1200A Bunker and Field Rake; and

WHEREAS, the City Council, in the FY 2019-2020 Community Development Department Budget authorized the expenditure for a new Bunker and Field Rake; and

WHEREAS, City Administration has determined in accordance with state law that the purchase of the above-described Bunker and Field Rake that complies with City specifications can be competitively procured from Austin Turf and Tractor as set forth in Exhibit A, through the Buy Board Cooperative Purchasing Program; and

WHEREAS, the City Council of the City of Seagoville finds it to be in the public interest of the City to authorize the above-described purchase.

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

SECTION 1. That the City Council hereby authorizes the purchase of one Bunker and Field Rake in an amount not to exceed fourteen thousand one hundred ninety seven dollars and forty one cents (\$14,197.41) from Austin Turf and Tractor as set forth in Exhibit A, and authorizes the City Manager to disburse the funds.

SECTION 2. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY ORDERED by the City Council of the City of Seagoville, Texas, this 7th day of October, 2019.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

 Austin Turf & Tractor
 2098 Valley View Lane
 Farmers Branch, TX 75234
 214-630-3300
 harry.jukes@austinturf.com

Quote Summary
Prepared For:

 City Of Seagoville
 110 W Elm St
 Seagoville, TX 75159
 Business: 973-933-0920

Delivering Dealer:
Austin Turf & Tractor
 Slater Gravens
 2098 Valley View Lane
 Farmers Branch, TX 75234
 Phone: 214-630-3300

Quote ID: 19368150
Created On: 12 April 2019
Last Modified On: 25 September 2019
Expiration Date: 31 October 2019

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 1200A Bunker and Field Rake	\$ 18,012.21	\$ 14,197.41 X	1 =	\$ 14,197.41
Contract: TX BuyBoard Grounds Mtns Equip, Irrigation 529-17 (PG 67 CG 70)				
Price Effective Date: September 25, 2019				
Equipment Total				\$ 14,197.41

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 14,197.41
Trade In	
SubTotal	\$ 14,197.41
Est. Service Agreement Tax	\$ 0.00
Total	\$ 14,197.41
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 14,197.41

Salesperson : X _____

Accepted By : X _____



Selling Equipment



Exhibit A

Quote Id: 19368150 Customer Name: CITY OF SEAGOVILLE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Austin Turf & Tractor
 2098 Valley View Lane
 Farmers Branch, TX 75234
 214-630-3300
 harry.jukes@austinturf.com

JOHN DEERE 1200A Bunker and Field Rake

Contract: TX BuyBoard Grounds Mtn Equip, Irrigation
 529-17 (PG 67 CG 70)

Suggested List *
 \$ 18,012.21
Selling Price *
 \$ 14,197.41

Price Effective Date: September 25, 2019

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
430AM	1200A Bunker and Field Rake	1	\$ 15,549.00	22.00	\$ 3,420.78	\$ 12,128.22	\$ 12,128.22
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
0443	OM Non CE English/Spanish	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1001	Rear Frame	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
2002	Rear Mounted 60 In. Field Finisher	1	\$ -19.00	22.00	\$ -4.18	\$ -14.82	\$ -14.82
3000	(3) Knobby Hi-Flotation Tires and Wheels	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
9011	Mid-Mount Base	1	\$ 533.00	22.00	\$ 117.26	\$ 415.74	\$ 415.74
9013	Narrow Scarifier (Interval) Tines	1	\$ 645.00	22.00	\$ 141.90	\$ 503.10	\$ 503.10
9020	40 In. Front Blade	1	\$ 632.00	22.00	\$ 139.04	\$ 492.96	\$ 492.96
Standard Options Total			\$ 1,791.00		\$ 394.02	\$ 1,396.98	\$ 1,396.98
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Other Charges							
	Freight	1	\$ 131.20			\$ 131.20	\$ 131.20
	Customer Setup	1	\$ 541.01			\$ 541.01	\$ 541.01
Other Charges Total			\$ 672.21			\$ 672.21	\$ 672.21
Suggested Price						\$ 14,197.41	
Total Selling Price			\$ 18,012.21		\$ 3,814.80	\$ 14,197.41	\$ 14,197.41



Regular Session Agenda Item: 12

Meeting Date: October 7, 2019

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas authorizing the purchase of one (1) 2020 Chevrolet 1500 Silverado 4x2 double cab pickup in an amount not to exceed \$23,729.00 from Caldwell Country and installation of equipment and graphics in an amount not to exceed \$3,563.01 from Pursuit Safety, Inc. for a total cost of \$27,292.01, and authorizing the City Manager to disburse the funds; and providing an effective date.

BACKGROUND OF ISSUE:

Community Development requested approval for the purchase of a new double cab pickup truck for the new Health Inspector. The request was approved as part of the approved FY 25019-2020 budget.

The 2020 Chevrolet 1500 Silverado will be purchased from Caldwell Country through the Houston-Galveston area Council (HGAC) Buy Program. The lights and decal will be done by Pursuit Safety. Caldwell Country will have the truck ready in about 90 days. Pursuit Safety will need at least two weeks for lights, and decals to match other Seagoville apparatus.

FINANCIAL IMPACT:

The purchase price for the pickup is \$23,729.00

The purchase price for the lights and decal for the pickup is \$3,563.01

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution (2 Pages)

Quote 00A2 for Chevrolet pickup with pictures (5 Pages)

Quote RO # 36092 for lights and decal for Chevrolet pickup (2 Pages)

RESOLUTION NO. ____-R-2019

A RESOLUTION OF THE CITY OF SEGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF ONE (1) 2020 CHEVROLET 1500 SILVERADO 4X2 DOUBLE CAB PICKUP IN AN AMOUNT NOT TO EXCEED \$23,729.00 FROM CALDWELL COUNTRY AND INSTALLATION OF EQUIPMENT AND GRAPHICS IN AN AMOUNT NOT TO EXCEED \$3,563.01 FROM PURSUIT SAFETY, INC. FOR A TOTAL COST OF \$27,292.01, AND AUTHORIZING THE CITY MANAGER TO DISBURSE THE FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration has determined there is a need to purchase a Chevrolet double cab pickup for the Community Development Department; and

WHEREAS, the City Council authorized the expenditure in the FY 2019-2020 Community Development Department budget; and

WHEREAS, the purchase of the herein described vehicle complies with City specifications and can be competitively procured from Caldwell Country as set forth in Exhibit A through the Houston-Galveston Area Council (HGAC) Buy Program; and

WHEREAS, the City council of the City of Seagoville finds it to be in the public interest of the City to authorize the herein described purchase.

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

SECTION 1. The City Council hereby authorizes the purchase of one (1) 2020 Chevrolet 1500 Silverado 4x2 double cab pickup in an amount not to exceed twenty three thousand seven hundred twenty nine dollars and no cents (\$23,729.00) from Caldwell Country as set forth in Exhibit A and installation of equipment and graphics in an amount not to exceed three thousand five hundred sixty three dollars and one cents (\$3,563.01) from Pursuit Safety, Inc. as set forth in Exhibit B for a total cost of twenty seven thousand two hundred ninety two dollars and one cents (\$27,292.01) and authorizes the City Manager to disburse the funds.

SECTION 2. This resolution shall take effect immediately from and after its passage, and so it is accordingly resolved.

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 7th day of October, 2019.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY

QUOTE# 00A2

CONTRACT PRICING WORKSHEET

End User: CITY OF SEAGOVILLE	Contractor: CALDWELL COUNTRY
Contact Name: CASEY FILLMORE	CALDWELL COUNTRY
Email: CFILLMORE@SEAGOVILLE.US	Prepared By: Averyt Knapp
Phone #: 972-287-6833	Email: aknapp@caldwellcountry.com
Fax #:	Phone #: 979-567-6116
Location City & State: SEAGOVILLE	Fax #: 979-567-0853
Date Prepared: September 26, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872
Product Description: 2020 CHEVROLET 1500 SILVERADO 4X2 DOUBLE CAB SWB CC10753	

A Base Price & Options:	\$23,329
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B Fleet Quote Option:v

Code	Description	Cost	Code	Description	Cost
	4X2-DOUBLE CAB 4DR, 4.3L-V6, 6-SPD AUTOMATIC, 40-20-40 CLOTH SEATS, FULL RUBBER FLOOR, AMFM- STEREO W/BLUETOOTH, AIR CONDITION, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, KEYLESS, ENTRY, 6.5' BED, REAR STEP BUMPER, REAR VISION CAMERA, TRAILER TOW PACKAGE	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
0					

Subtotal B	INCL
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C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C

D Other Price Adjustments (Installation, Delivery, Etc...)

Exhibit A

Subtotal D (DELIVERY TO SAN JUAN, TEXAS)	INCL
E Unit Cost Before Fee & Non-Equipment Charges(A+B+C+D)	\$23,329
Quantity Ordered	1
Subtotal E	\$23,329
F Non-Equipment Charges (Trade-In, Warranty, Etc...)	
BUY BOARD	\$400
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	\$23,729
Estimated Delivery Date:	Q4-2019 / Q1-2020





Exhibit A





Pursuit Safety, Inc.

Exhibit B



4947 State Hwy 276, Royse City, TX 75189
Phone: 972-772-4747
Fax 972-722-1624
Info Email to Sales@pursuitsafety.com

RO#: 36092
Estimate

Page: 1

Sold To: CITY OF SEAGOVILLE CASEY FILLMORE Pn: (972) 287-6833	Bill To: CITY OF SEAGOVILLE Sgt. Tim Talley 600 NORTH HWY 175 Seagoville, TX 75159 Pn: (214) 549-7643	Vehicle: 2020 CHEVROLET 1500 2WD Eng: HEALTH SER.. Tran: VIN: Mileage In: Out: P Date: Clr: Camera Serial #: Lic: CD-4 St: TX Fleet:CD-4	Repair Order: Service Writer: Wade PO Number: Date In: 09/24/2019 Date Out: Driver: CASEY FILLMORE Quotes are good for 30 days
---	---	--	---

WORK DESC.: PRODUCE AND INSTALL HEALTH SERVICES GRAPHICS KIT

Labor:	Description	Extended
	INSTALL GRAPHICS	150.00
Labor Sub Total:		150.00

Parts:	Description	List Ea.	Price Ea.	Qty	Extended
	PRINT NON-REFLECTIVE SEAGOVILLE DOOR LOGOS WITH DEPT DESIGNATION(HEALTH SERVICES), WEBSITE AND UNIT NUMBERS	115.19	115.19	1.00	115.19
Parts Sub Total:					115.19
Job Sub Total:					265.19

Vehicle Upfitting: CHEVROLET TRUCK

WORK DESC.: INSTALL- AMBER/BLUE LIGHT BAR WITH SWITCH BOX

NOTES: **PRICE IS PER UNIT**

Labor:	Description	Extended
	UPCHARGE FOR NON CERTIFIED POLICE PACKAGE VEHICLES	100.00
	INSTALL BASIC LIGHT BAR-MOUNT AND WIRE	200.00
	HOURLY INSTALL LABOR RATE FOR NON CONTRACT SERVICE (2HRS - SEE SERVICE NOTES) LABOR TO REMOVE INTERIOR TRIM AND RE-INSTALL TO RUN CABLING FOR LIGHT BAR	170.00
	INSTALL LIGHTING CONTROL BOX- MOUNT AND WIRE	125.00
Labor Sub Total:		595.00

Parts:	Description	List Ea.	Price Ea.	Qty	Extended
	POWER FUSE MODULE, 60A, 2 FUSE POSITIONS	19.95	15.96	1.00	15.96
	MICRO2 FUSE TAP	10.95	8.76	1.00	8.76
	JCASE FUSE, 60A, 32V	5.95	4.76	1.00	4.76
	6 Function Switch Box	120.48	114.46	1.00	114.46
	Legacy Series Option, Two Super-Led Alley Lights	131.00	78.60	1.00	78.60
	Legacy Series Option, Two Long Super-LED® Take-Down Lights	233.00	139.80	1.00	139.80
	Legacy Solo GS WeCAN Series 54in Single Color, Red, Blue, Amber or White	2028.00	1216.80	1.00	1216.80
	NEW One Super-LED® Single Color Long Lighthouse, Red, Blue Amber or White **AMBER**	121.00	72.60	7.00	508.20
	NEW One Super-LED® Single Color Long Lighthouse, Red, Blue Amber or White **BLUE**	121.00	72.60	7.00	508.20
	MOUNT KIT LIGHTBAR, 2019 SILVERADO, 54-54IN	79.00	47.40	1.00	47.40
Parts Sub Total:					2642.94

Misc:	Description	Sold Price	Qty	Extended
	Shop Fee (INCLUDES MISC. NUTS, BOLTS, SCREWS, TAPE, CONNECTORS AND ANY SMALL SHOP ITEMS)			14.88
	SHIPPING	45.00	1.00	45.00

Misc Sub Total: 59.88

Job Sub Total: 3297.82

PLEASE SIGN AND RETURN WITH A HARD COPY PURCHASE ORDER AND TAX EXEMPT CERTIFICATE TO AUTHORIZE WORK

This quote is an estimate for the described materials & services you have requested. It is belived to be accurate based on the information we received. There may be additional charges for shipping that will be added to the invoice. Other charges for items may include: Items missing from a unit we strip that dosen't have all the correct parts. Parts that need replacing due to body style changes from the factory and miscellaneous brackets needed for the install that may not have been quoted. We will advise in you of any additional parts needed for the completion of the job and the cost of the items. You will be required to sign and return the change order so we may complete the job. Quotes are good for 30 days, ***IF USING A CREDIT CARD FOR PAYMENT, THERE WILL BE A 2% PROCESSING FEE ADDED TO THE FINAL INVOICE TOTAL****

Parts: 2758.13
Labor: 745.00
Sublets: 0.00
Misc: 59.88

Subtotal: 3563.01
Sales Tax: 0.00

TOTAL: 3563.01
Balance: 3563.01

Customer Signature

Date

Regular Session Agenda Item: 13

Meeting Date: October 7, 2019

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Services on a Task Order Basis for assistance with the City's Storm Water Management Plan as set forth in Exhibit "1" and Task Order Authorization No 1 which is attached thereto as Exhibit "A", in an amount not to exceed \$28,000.00; Authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville has contracted with HALFF Associates, Inc., for its Storm Water Maintenance Plan and various other water and wastewater engineering issues. The services of a full-time engineer are not feasible at this point, however, staff finds it necessary many times throughout the year to consult with various professionals to ensure the best possible service for our community is provided. Approval of this Agenda Item, will ensure that staff will have the ability to consult with extremely competent engineering professionals in the area of Storm water to ensure that we make the best possible decisions for our residents, businesses and visitors to our community.

FINANCIAL IMPACT:

Approved FY2020 Budget \$28,000.00 for Storm Water Management.

RECOMMENDATION:

The Water/Sewer Department recommends that Council approve this agreement.

EXHIBITS:

Resolution – Approving agreement for Professional Services on a Task Order Basis for Assistance with the City's Storm Water Management Plan

Agreement for Professional Services on a Task Order Basis for Assistance with the City's Storm Water Management Plan

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ____ - R - 2019

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS FOR ASSISTANCE WITH THE CITY'S STORM WATER MANAGEMENT PLAN AS SET FORTH IN EXHIBIT "1" AND TASK ORDER AUTHORIZATION NO. 1, WHICH IS ATTACHED THERETO AS EXHIBIT "A", IN AN AMOUNT NOT TO EXCEED \$28,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Halff Associates, Inc., ("Engineer") provides professional engineering services to the City of Seagoville ("City") on an "as needed" or "task order" basis as determined by the City; and

WHEREAS, City is in need of assistance with various aspects of its Storm Water Management Plan; and

WHEREAS, Engineer has provided a proposal for professional engineering services on a task order basis, and has also provided a proposal for Task Order Authorization No. 1, to include services related to the City's Storm Water Management Plan; and

WHEREAS, the City Council for the City of Seagoville, Texas finds it to be in the best interest of the City of Seagoville to approve the Professional Services Agreement with Halff Associates, Inc for engineering services on a task order basis, and to approve Task Order Authorization No. 1 in an amount not to exceed Twenty Eight Thousand Dollars and no cents (\$28,000), and authorizes the City Manager to execute the same;

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

Section 1. The City Council hereby approves the agreement for Professional Engineering Services on a Task Order Basis for assistance with the City's Storm Water Management Plan as set forth in Exhibit "1" and Task Order Authorization No. 1, which is attached thereto as Exhibit "A", in an amount not to exceed Twenty Eight Thousand Dollars and no cents (\$28,000.00) and hereby authorizes the City Manager to execute said Agreement.

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

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 7th day of October, 2019.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

EXHIBIT "1"

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the City of Seagoville a Home Rule City of the State of Texas, hereinafter referred to as "Client", duly authorized to act by the City Council of said 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".

WITNESSETH:

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 on an "as needed" or "task order" basis as determined by the Client which services may include, but will not be limited to, those services normally rendered by an engineer to a similar client. It is anticipated that such services may include, but not be limited to planning, surveying, project design, project development, and consultation regarding general engineering issues, review of documentation, GIS services, database services, and defined construction phase services to assist the Client, as determined by the Client. Engineer, upon specific written request by the Client, will prepare a detailed fee schedule for the Client's review and approval. Should the Client request, Engineer may agree to assist the Client in developing and preparing a scope(s) of services responsive to a particular Task Order. Such task orders shall be bound by and interpreted by the terms of this Agreement. Task Orders shall be numbered sequentially. Task Orders will be individual stand-alone proposals and when executed by both Parties shall incorporate the terms of this Agreement such that this Agreement shall be amended. 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 of Engineer. Client agrees that Engineer shall be paid for any services requested by the Client, at the hourly rates reflected on Exhibit A, attached hereto, plus reasonable and necessary reimbursable expenses (Direct Costs) incurred by Engineer in the performance of the requested services. Direct costs shall include, but are not limited to, long distance telephone, postage, equipment, expendables, mileage, subcontractors or special consultants, freight, testing fees, copies and blueprints. See Exhibit B for the current Unit Pricing Schedule for direct costs. Direct Costs shall be billed at 1.1 times actual costs. If additional services, trips or expenses are requested, Engineer will not provide such additional services until authorized by the Client in writing to proceed.

Engineer agrees to submit monthly statements to the Client for basic professional engineering services. These statements will be based upon Engineer's actual services performed and reimbursable expenses incurred, if any, and the Client shall endeavor to make prompt payments. Each monthly invoice submitted by Engineer to the Client shall be reasonably itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. If the Client fails to pay Engineer within thirty (30) calendar days of the receipt of Engineer's invoice, Engineer may, after giving ten (10) days written notice to the Client, suspend professional engineering services until payment is received. Client agrees that Engineer shall be entitled to interest on accounts that are greater than 45 days and such interest shall be reimbursed to Engineer at a rate of one percent (1%) per month. The assessment of interest on accounts receivable shall not preclude Engineer from suspending services as described above.

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) 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

EXHIBIT "1"

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.

VIII. 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 four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing 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 of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement

EXHIBIT "1"

and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in Dallas County, Texas.

XIV. Integration, Merger and Severability – This Agreement and the authorized Task Orders 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. PROJECT ENHANCEMENT - IF DUE TO ANY ALLEGED OR ACTUAL BREACH OF CONTRACT, NEGLIGENCE, ERROR, OR DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, ANY ITEM, COMPONENT, OR CONDITION OF THE SERVICES IS INACCURATE OR OMITTED FROM ANY OF THE DESIGN DOCUMENTS PRODUCED THROUGH ENGINEER'S SERVICES, ENGINEER'S AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE DIFFERENCE BETWEEN: I) THE COST OF ADDING, CORRECTING OR REPLACING THE ITEM AT THE TIME THE ERROR IS DISCOVERED, AND II) THE COST HAD THE ITEM OR COMPONENT BEEN INCLUDED OR CORRECT IN THE DESIGN DOCUMENTS PROVIDED PRIOR TO THE TIME CONSTRUCTION BEGAN. HOWEVER, IF THE CORRECTION TO THE DESIGN PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT TO THE PROJECT OF CLIENT/OWNER, THE AMOUNT OF DAMAGES, IF ANY, SHALL BE ADJUSTED DOWN BASED ON SUCH ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. CLIENT/OWNER SHALL BE RESPONSIBLE FOR ANY COST OR EXPENSE ASSOCIATED WITH THE CORRECTION THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN NO EVENT AND REGARDLESS OF THE LEGAL THEORY OR FACTUAL BASIS OF ANY CLAIM, SHALL ENGINEER'S OR ITS CONSULTANT'S LIABILITY INCLUDE ANY COST OR EXPENSE THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN ADDITION, IF ANY SUCH ITEM, COMPONENT, OR CONDITION HAS AN IDENTIFIABLE USEFUL LIKE THAT IS LESS THAN THE BUILDING ITSELF, THE DAMAGES OF THE CLIENT/OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

EXHIBIT "1"

XX. 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. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

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.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XXI. 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

By: 
Signature

By: _____
Signature

Jayson Melcher
Printed Name

Patrick Stallings
Printed Name

VP
Title

City Manager
Title

September 9, 2019
Date

Date

EXHIBIT "1"

Labor Rate Schedule

Labor Category	Level	Billing Rate
Architect	I	95.00
	II	109.00
	III	161.00
	IV	222.00
	V	285.00
Engineer	I	110.00
	II	133.00
	III	178.00
	IV	222.00
	V	343.00
Scientist	I	89.00
	II	122.00
	III	162.00
	IV	191.00
	V	311.00
Landscape/ Planner	I	88.00
	II	106.00
	III	143.00
	IV	178.00
	V	292.00
Surveyor	I	91.00
	II	104.00
	III	140.00
	IV	179.00
	V	257.00
Field Tech	I	62.00
	II	79.00
	III	97.00
	IV	129.00
	V	191.00
Office Tech	I	66.00
	II	81.00
	III	104.00
	IV	126.00
	V	180.00
Administrative	I	65.00
	II	80.00
	III	100.00
	IV	133.00
	V	246.00
Specialist	I	87.00
	II	121.00
	III	157.00
	IV	209.00
	V	306.00
Intern		60.00

EXHIBIT "1"

Unit Number	Unit Name	Billing Rate
BMAP1	Basemap Services	\$ 150.00
LOC1M	Designating (QL-B) (1-Man)	\$ 90.00
LOC2M	Designating (QL-B) (2-Man)	\$ 175.00
MILEIRS	Mileage (Current IRS Rate)	\$ 0.58
MILEOTR	Mileage	\$ 0.58
MOB01	Mobilization/Demobilization	\$ 5.00
PLOT1	Plot - Full Size / B&W	\$ 1.00
PLOT2	Plot - Full Size / Color	\$ 15.00
POT1M	Potholing (QL-A) (1-Man)	\$ 137.50
POT2M	Potholing (QL-A) (2-Man)	\$ 275.00
PRNT1	Print - Letter and Legal / B&W	\$ 0.10
PRNT2	Print - Letter and Legal / Color	\$ 0.20
PRNT3	Print - Oversize (11x17) / B&W	\$ 0.75
PRNT4	Print - Oversize (11x17) / Color	\$ 1.50
SOFT01	Software - Simulation	\$ 25.00
SPAR2M	Spar Designating (QL-B) (2-Man)	\$ 250.00
SUP01	Report Binding	\$ 20.00
SUP02	DVD	\$ 5.00
SURV1M	1-Man Survey Crew	\$ 130.00
SURV1P	FAA 107 UAS Pilot	\$ 150.00
SURV1R	1-Man Survey Crew (Robotics)	\$ 150.00
SURV1S	1-Man 3D Laser Scanner Tech	\$ 170.00
SURV2M	2-Man Survey Crew	\$ 175.00
SURV2R	2-Man Survey Crew (Robotics)	\$ 185.00
SURV3M	3-Man Survey Crew	\$ 235.00
SURV3R	3-Man Survey Crew (Robotics)	\$ 270.00
SURV4M	4-Man Survey Crew	\$ 270.00
SURV4R	4-Man Survey Crew (Robotics)	\$ 330.00
SURVGPS	GPS Survey Equipment	\$ 125.00
SURVMON	Type II Monument (Drilled)	\$ 100.00
SURVMON1	Type II Monument (Auger/Dug)	\$ 300.00
SURVSCN	3D Laser Scanner	\$ 1,300.00
SURVTRG	Ground Target	\$ 50.00
SURVUAL	UAS LIDAR	\$ 4,000.00
SURVUAP	UAS Photogrammetry	\$ 500.00
VEH01	Toll Charges	\$ 3.00

EXHIBIT "A"

City of Seagoville, Texas
Task Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.

Task Order Authorization No. 1
FY 2020 Seagoville SWMP Implementation Assistance
September 9, 2019

The City of Seagoville has requested that Halff assist the City with implementation of its Storm Water Management Plan (SWMP) to meet the requirements of the small Municipal Separate Storm Sewer System (MS4) permit. Halff Associates will perform the following proposed services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Task Order Basis (Agreement)**, dated September 9, 2019, between Halff Associates and the City of Seagoville.

Scope of Work:	<u>Provide general engineering consultation to the City of Seagoville in FY 2020 at the City's Request for Stormwater Permit, MS4 compliance, and other Stormwater related matters.</u> <u>Typical Efforts may include:</u> <ol style="list-style-type: none">1. Council Presentation - Provide an update of Seagoville's stormwater management plan to City Council.2. Staff Meetings – Lead meetings with City staff to review SWMP implementation requirements and schedule, BMP goals, responsibilities, and progress. Review and provide feedback for activities in progress.3. Provide ongoing support and guidance throughout the year outside of regularly scheduled meetings.4. Assist in development of public education and outreach materials5. MS4 Map Updates<ul style="list-style-type: none">- Compile relevant data from existing records.- Update MS4 Map in GIS and provide hard copy maps.6. MCM 2, Illicit Discharge Detection<ul style="list-style-type: none">- Provide assistance in dry-weather screening (BMP 2.7)7. Prepare Annual Report. This report will document stormwater management activities conducted during the permit term
Deliverables:	<u>Typical Deliverables may include:</u> <ol style="list-style-type: none">1. Updated MS4 Map2. Illicit Discharge Detection Documents3. Annual Report
Items Furnished by City:	<u>Typical Items may include:</u> <ol style="list-style-type: none">1. Records, logs, documentation of stormwater activities

EXHIBIT "A"

**City of Seagoville, Texas
Task Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.**

	performed.
Schedule:	As Needed
Fees:	This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows: Work Order #1 Total: \$ 28,000

Submitted:
HALFF ASSOCIATES, INC.

Approved:
CITY OF SEAGOVILLE, TEXAS

By: 
Signature

By: _____
Signature

Jayson Melcher, PE
Printed Name

Patrick Stallings
Printed Name

VP
Title

City Manager
Title

September 10, 2019
Date

Date

Regular Session Agenda Item: 14

Meeting Date: October 7, 2019

ITEM DESCRIPTION:

Discuss and consider 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 On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit "1", and Exhibit "A" attached thereto, in an amount not to exceed Thirty Thousand Dollars (\$30,000); authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville has contracted with HALFF Associates, Inc., for an on-call consultation services and various other water and wastewater engineering issues. The services of a full-time engineer are not feasible at this point, however, staff finds it necessary many times throughout the year to consult with various professionals to ensure the best possible service for our community is provided. Approval of this agenda item will ensure that staff will have the ability to consult with extremely competent engineering professionals in the area of water and wastewater services to ensure that we make the best possible decisions for our residents, businesses and visitors to our community.

FINANCIAL IMPACT:

Approved FY2020 Budget \$30,000.00 for professional services on a task order basis.

RECOMMENDATION:

The Water/Sewer Department recommends that Council approve this agreement.

EXHIBITS:

Resolution – Approving an agreement for Professional Services on a Task Order Basis

Agreement for Professional Services on a Task Order Basis Authorization #1

A RESOLUTION OF 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 TASK ORDER BASIS FOR ON-CALL CONSULTATION SERVICES RELATED TO WATER AND WASTEWATER ENGINEERING SERVICES AS SET FORTH IN EXHIBIT "1", AND EXHIBIT "A" ATTACHED THERETO, IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS (\$30,000); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Halff Associates, Inc., ("Engineer") provides professional engineering services to the City of Seagoville ("City") on an "as needed" or "task order" basis as determined by the City; and

WHEREAS, the City has a need for on-call consultation services relative to water and wastewater engineering services; and

WHEREAS, Engineer has agreed to provide said on-call consultation services on an as needed basis; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to approve the agreement for Professional Engineering Services on a Task Order Basis for on-call consultation services relative to water and wastewater engineering services as set forth in Exhibit "1", and Exhibit "A" attached thereto, in an amount not to exceed Thirty Thousand Dollars and no cents (\$30,000), and authorizes the City Manager to execute the same;

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

SECTION 1. The City Council approves the agreement for Professional Engineering Services on a Task Order Basis for on-call consultation services relative to water and wastewater engineering services as set forth in Exhibit "1", and Exhibit "A" attached thereto, in an amount not to exceed Thirty Thousand Dollars and no cents (\$30,000), and hereby authorizes the City Manager to execute said Agreement.

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 7th day of October, 2019.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY
(/cdb 10/01/2019)

EXHIBIT "1"

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the City of Seagoville a Home Rule City of the State of Texas, hereinafter referred to as "Client", duly authorized to act by the City Council of said 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".

WITNESSETH:

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 on an "as needed" or "task order" basis as determined by the Client which services may include, but will not be limited to, those services normally rendered by an engineer to a similar client. It is anticipated that such services may include, but not be limited to planning, surveying, project design, project development, and consultation regarding general engineering issues, review of documentation, GIS services, database services, and defined construction phase services to assist the Client, as determined by the Client. Engineer, upon specific written request by the Client, will prepare a detailed fee schedule for the Client's review and approval. Should the Client request, Engineer may agree to assist the Client in developing and preparing a scope(s) of services responsive to a particular Task Order. Such task orders shall be bound by and interpreted by the terms of this Agreement. Task Orders shall be numbered sequentially. Task Orders will be individual stand-alone proposals and when executed by both Parties shall incorporate the terms of this Agreement such that this Agreement shall be amended. 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 of Engineer. Client agrees that Engineer shall be paid for any services requested by the Client, at the hourly rates reflected on Exhibit A, attached hereto, plus reasonable and necessary reimbursable expenses (Direct Costs) incurred by Engineer in the performance of the requested services. Direct costs shall include, but are not limited to, long distance telephone, postage, equipment, expendables, mileage, subcontractors or special consultants, freight, testing fees, copies and blueprints. See Exhibit B for the current Unit Pricing Schedule for direct costs. Direct Costs shall be billed at 1.1 times actual costs. If additional services, trips or expenses are requested, Engineer will not provide such additional services until authorized by the Client in writing to proceed.

Engineer agrees to submit monthly statements to the Client for basic professional engineering services. These statements will be based upon Engineer's actual services performed and reimbursable expenses incurred, if any, and the Client shall endeavor to make prompt payments. Each monthly invoice submitted by Engineer to the Client shall be reasonably itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. If the Client fails to pay Engineer within thirty (30) calendar days of the receipt of Engineer's invoice, Engineer may, after giving ten (10) days written notice to the Client, suspend professional engineering services until payment is received. Client agrees that Engineer shall be entitled to interest on accounts that are greater than 45 days and such interest shall be reimbursed to Engineer at a rate of one percent (1%) per month. The assessment of interest on accounts receivable shall not preclude Engineer from suspending services as described above.

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) 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

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.

VIII. 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 four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing 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 of 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 any court of competent jurisdiction in **Dallas County, Texas.**

XIV. Integration, Merger and Severability – This Agreement and the authorized Task Orders 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. PROJECT ENHANCEMENT - IF DUE TO ANY ALLEGED OR ACTUAL BREACH OF CONTRACT, NEGLIGENCE, ERROR, OR DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, ANY ITEM, COMPONENT, OR CONDITION OF THE SERVICES IS INACCURATE OR OMITTED FROM ANY OF THE DESIGN DOCUMENTS PRODUCED THROUGH ENGINEER'S SERVICES, ENGINEER'S AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE DIFFERENCE BETWEEN: I) THE COST OF ADDING, CORRECTING OR REPLACING THE ITEM AT THE TIME THE ERROR IS DISCOVERED, AND II) THE COST HAD THE ITEM OR COMPONENT BEEN INCLUDED OR CORRECT IN THE DESIGN DOCUMENTS PROVIDED PRIOR TO THE TIME CONSTRUCTION BEGAN. HOWEVER, IF THE CORRECTION TO THE DESIGN PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT TO THE PROJECT OF CLIENT/OWNER, THE AMOUNT OF DAMAGES, IF ANY, SHALL BE ADJUSTED DOWN BASED ON SUCH ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. CLIENT/OWNER SHALL BE RESPONSIBLE FOR ANY COST OR EXPENSE ASSOCIATED WITH THE CORRECTION THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN NO EVENT AND REGARDLESS OF THE LEGAL THEORY OR FACTUAL BASIS OF ANY CLAIM, SHALL ENGINEER'S OR ITS CONSULTANT'S LIABILITY INCLUDE ANY COST OR EXPENSE THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN ADDITION, IF ANY SUCH ITEM, COMPONENT, OR CONDITION HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE BUILDING ITSELF, THE DAMAGES OF THE CLIENT/OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

XX. 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. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

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.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XXI. 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.
By: 
Signature
Jayson Melcher
Printed Name
VP
Title
September 10, 2019
Date

CLIENT: CITY OF SEAGOVILLE, TEXAS
By: _____
Signature
Patrick Stallings
Printed Name
City Manager
Title

Date

Labor Rate Schedule

Labor Category	Level	Billing Rate
Architect	I	95.00
	II	109.00
	III	161.00
	IV	222.00
	V	285.00
Engineer	I	110.00
	II	133.00
	III	178.00
	IV	222.00
	V	343.00
Scientist	I	89.00
	II	122.00
	III	162.00
	IV	191.00
	V	311.00
Landscape/ Planner	I	88.00
	II	106.00
	III	143.00
	IV	178.00
	V	292.00
Surveyor	I	91.00
	II	104.00
	III	140.00
	IV	179.00
	V	257.00
Field Tech	I	62.00
	II	79.00
	III	97.00
	IV	129.00
	V	191.00
Office Tech	I	66.00
	II	81.00
	III	104.00
	IV	126.00
	V	180.00
Administrative	I	65.00
	II	80.00
	III	100.00
	IV	133.00
	V	246.00
Specialist	I	87.00
	II	121.00
	III	157.00
	IV	209.00
	V	306.00
Intern		60.00

Unit Number	Unit Name	Billing Rate
BMAP1	Basemap Services	\$ 150.00
LOC1M	Designating (QL-B) (1-Man)	\$ 90.00
LOC2M	Designating (QL-B) (2-Man)	\$ 175.00
MILEIRS	Mileage (Current IRS Rate)	\$ 0.58
MILEOTR	Mileage	\$ 0.58
MOB01	Mobilization/Demobilization	\$ 5.00
PLOT1	Plot - Full Size / B&W	\$ 1.00
PLOT2	Plot - Full Size / Color	\$ 15.00
POT1M	Potholing (QL-A) (1-Man)	\$ 137.50
POT2M	Potholing (QL-A) (2-Man)	\$ 275.00
PRNT1	Print - Letter and Legal / B&W	\$ 0.10
PRNT2	Print - Letter and Legal / Color	\$ 0.20
PRNT3	Print - Oversize (11x17) / B&W	\$ 0.75
PRNT4	Print - Oversize (11x17) / Color	\$ 1.50
SOFT01	Software - Simulation	\$ 25.00
SPAR2M	Spar Designating (QL-B) (2-Man)	\$ 250.00
SUP01	Report Binding	\$ 20.00
SUP02	DVD	\$ 5.00
SURV1M	1-Man Survey Crew	\$ 130.00
SURV1P	FAA 107 UAS Pilot	\$ 150.00
SURV1R	1-Man Survey Crew (Robotics)	\$ 150.00
SURV1S	1-Man 3D Laser Scanner Tech	\$ 170.00
SURV2M	2-Man Survey Crew	\$ 175.00
SURV2R	2-Man Survey Crew (Robotics)	\$ 185.00
SURV3M	3-Man Survey Crew	\$ 235.00
SURV3R	3-Man Survey Crew (Robotics)	\$ 270.00
SURV4M	4-Man Survey Crew	\$ 270.00
SURV4R	4-Man Survey Crew (Robotics)	\$ 330.00
SURVGPS	GPS Survey Equipment	\$ 125.00
SURVMON	Type II Monument (Drilled)	\$ 100.00
SURVMON1	Type II Monument (Auger/Dug)	\$ 300.00
SURVSCN	3D Laser Scanner	\$ 1,300.00
SURVTRG	Ground Target	\$ 50.00
SURVUAL	UAS LIDAR	\$ 4,000.00
SURVUAP	UAS Photogrammetry	\$ 500.00
VEH01	Toll Charges	\$ 3.00

**EXHIBIT "A"
TO EXHIBIT "1"**

**City of Seagoville, Texas
Task Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.**

**Task Order Authorization No. 1
FY 2020 Seagoville SWMP Implementation Assistance
September 9, 2019**

The City of Seagoville has requested that Halff assist the City with implementation of its Storm Water Management Plan (SWMP) to meet the requirements of the small Municipal Separate Storm Sewer System (MS4) permit. Halff Associates will perform the following proposed services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Task Order Basis (Agreement)**, dated September 9, 2019, between Halff Associates and the City of Seagoville.

Scope of Work:	<p><u>Provide general engineering consultation to the City of Seagoville in FY 2020 at the City's Request for Stormwater Permit, MS4 compliance, and other Stormwater related matters.</u></p> <p><u>Typical Efforts may include:</u></p> <ol style="list-style-type: none"> 1. Council Presentation - Provide an update of Seagoville's stormwater management plan to City Council. 2. Staff Meetings – Lead meetings with City staff to review SWMP implementation requirements and schedule, BMP goals, responsibilities, and progress. Review and provide feedback for activities in progress. 3. Provide ongoing support and guidance throughout the year outside of regularly scheduled meetings. 4. Assist in development of public education and outreach materials 5. MS4 Map Updates <ul style="list-style-type: none"> - Compile relevant data from existing records. - Update MS4 Map in GIS and provide hard copy maps. 6. MCM 2, Illicit Discharge Detection <ul style="list-style-type: none"> - Provide assistance in dry-weather screening (BMP 2.7) 7. Prepare Annual Report. This report will document stormwater management activities conducted during the permit term
Deliverables:	<p><u>Typical Deliverables may include:</u></p> <ol style="list-style-type: none"> 1. Updated MS4 Map 2. Illicit Discharge Detection Documents 3. Annual Report
Items Furnished by City:	<p><u>Typical Items may include:</u></p> <ol style="list-style-type: none"> 1. Records, logs, documentation of stormwater activities

**City of Seagoville, Texas
Task Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.**

**Task Order Authorization No. 1
General Engineering Consultation
September 10, 2019**

The City of Seagoville has requested Halff's assistance on needs that may arise throughout the course of the year regarding engineering matters, or other services that Halff can provide. Halff Associates will provide on-call consultation services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Task Order Basis (Agreement)**, dated September 10, 2019, between Halff Associates and the City of Seagoville.

Scope of Work:	Provide general engineering consultation to Seagoville in FY 2019 at City's request.
Items Furnished by Seagoville:	As Requested
Schedule:	As Needed
Fees:	This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows: Task Order #1 Total: \$ 30,000

Submitted:
HALFF ASSOCIATES, INC.

Approved:
CITY OF SEAGOVILLE, TEXAS

By:  _____
Signature

By: _____
Signature

Jayson Melcher, PE
Printed Name

Patrick Stallings
Printed Name

VP
Title

City Manager
Title

September 10, 2019
Date

Date

Regular Session Agenda Item: 15

Meeting Date: October 7, 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 Professional Engineering Services to facilitate the Pre-Design Study for the Northern Basin Interceptor System and to begin property acquisition in an amount not to exceed \$275,000.00; authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City currently does not have any sewer along the north side of the City, which is creating major issues with current development in progress and delaying any future development. The Northern Basin Interceptor System ("Project") is the start of a new gravity main along the undeveloped northern side of Seagoville and will eventually allow the City to bring Highland Meadows sewer by gravity to North Texas instead of by pump to the City of Dallas. Council's approval will permit Halff to provide the professional services necessary to facilitate the predesign study and begin the property acquisition for the Project.

FINANCIAL IMPACT:

Approved through the FY 2019-2020 budget.

RECOMMENDATION:

The Water/Sewer Department recommends that Council approve this agreement to help us start the process to bring in development to the northern side of Seagoville.

EXHIBITS:

Resolution
Exhibit 1, Halff’s Standard Agreement for Professional Engineering Services
Exhibit A, Proposed Scope of Work
Exhibit B, 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 PROFESSIONAL ENGINEERING SERVICES TO FACILITATE THE PRE-DESIGN STUDY FOR THE NORTHERN BASIN INTERCEPTOR SYSTEM AND TO BEGIN PROPERTY ACQUISITION IN AN AMOUNT NOT TO EXCEED \$275,000.00; AUTHORIZING THE CITY MANAGER TO SIGN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; 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 professional engineering services to facilitate the pre-design study for the northern basin interceptor system and to begin property acquisition; and,

WHEREAS, Halff Associates, Inc. has provided a proposal for purpose of providing professional engineering services to facilitate the pre-design study for the northern basin interceptor system and to begin property acquisition in the amount of \$275,000.00; 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 1, with Halff Associates, Inc., for professional engineering services to facilitate the pre-design study for the northern basin interceptor system and to begin property acquisition in an amount not to exceed Two Hundred Seventy-Five Dollars and no cents (\$275,000.00) 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 7th day of October, 2019.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(/cdb-revised 10.01.2019)

EXHIBIT "1"

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 a Home Rule City of the State of Texas, hereinafter referred to as "Client", duly authorized to act by the City Council of said 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".

WITNESSETH:

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 Home Rule City. 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 at Hourly Rates attached herein as "**Exhibit B**" 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. Direct Cost rates are attached Herein in "**Exhibit B**". 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

EXHIBIT "1"

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 four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. 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 of 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 any court of competent jurisdiction 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.

EXHIBIT "1"

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. PROJECT ENHANCEMENT - IF DUE TO ANY ALLEGED OR ACTUAL BREACH OF CONTRACT, NEGLIGENCE, ERROR, OR DEFICIENCY IN THE SERVICES OF ENGINEER OR ANY OF ITS CONSULTANTS, ANY ITEM, COMPONENT, OR CONDITION OF THE SERVICES IS INACCURATE OR OMITTED FROM ANY OF THE DESIGN DOCUMENTS PRODUCED THROUGH ENGINEER'S SERVICES, ENGINEER'S AND ITS CONSULTANT'S LIABILITY, IF ANY, SHALL BE LIMITED TO THE DIFFERENCE BETWEEN: I) THE COST OF ADDING, CORRECTING OR REPLACING THE ITEM AT THE TIME THE ERROR IS DISCOVERED, AND II) THE COST HAD THE ITEM OR COMPONENT BEEN INCLUDED OR CORRECT IN THE DESIGN DOCUMENTS PROVIDED PRIOR TO THE TIME CONSTRUCTION BEGAN. HOWEVER, IF THE CORRECTION TO THE DESIGN PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT TO THE PROJECT OF CLIENT/OWNER, THE AMOUNT OF DAMAGES, IF ANY, SHALL BE ADJUSTED DOWN BASED ON SUCH ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. CLIENT/OWNER SHALL BE RESPONSIBLE FOR ANY COST OR EXPENSE ASSOCIATED WITH THE CORRECTION THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN NO EVENT AND REGARDLESS OF THE LEGAL THEORY OR FACTUAL BASIS OF ANY CLAIM, SHALL ENGINEER'S OR ITS CONSULTANT'S LIABILITY INCLUDE ANY COST OR EXPENSE THAT PROVIDES ADDED VALUE, UPGRADE, OR ENHANCEMENT OF THE PROJECT. IN ADDITION, IF ANY SUCH ITEM, COMPONENT, OR CONDITION HAS AN IDENTIFIABLE USEFUL LIKE THAT IS LESS THAN THE BUILDING ITSELF, THE DAMAGES OF THE CLIENT/OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

XX. 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. FOR PROJECTS/SERVICES PERFORMED IN FLORIDA OR PURSUANT TO FLORIDA LAW, FLORIDA STATUTE 558.0035 STATES THAT, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

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

EXHIBIT "1"

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.

E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

XXI. 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

By:


Signature

By:

Signature

Jayson Melcher
Printed Name

Patrick Stallings
Printed Name

VP
Title

City Manager
Title

9/13/19
Date

Date

**EXHIBIT A
DRAFT SCOPE OF SERVICES
NORTHERN BASIN INTERCEPTOR SYSTEM
SEPTEMBER 13, 2019**

I. PROJECT DESCRIPTION

This project consists of providing professional engineering services to facilitate the pre-design study for the Northern Basin Interceptor System and to begin property acquisition. These interceptors are outlined in the City of Seagoville's Wastewater Master Plan and described below.

Line A (Master Plan Project S2) – Approximately 10,800 linear feet of proposed 36-inch main from NTMWD lift station to Lawrence Lake (main trunk of the Northern Basin Interceptor System)

Line B (Master Plan Project S3) – Approximately 17,700 linear feet of proposed 8-inch to 24-inch main from Lawrence Lake to the Ard and future Summer Lakes Lift Stations.

Line C (Master Plan Project S10) – Approximately 7,800 linear feet of proposed 10-inch to 18-inch main from Lawrence Lake to the Highland Meadows Lift Station.

Line D – Approximately 6,200 linear feet of 8-inch to 15-inch main from Line B to the Farmers and Hart Meadows Lift Stations.

The Alignment Study performed in this project will incorporate Lines A, B, C and D. The project includes property acquisition services for an assumed 10 parcels along Line A only.

II. TASK SUMMARY, BASIC SERVICES

Consultant will provide the following basic services for the Project.

A. Project Start-Up, Coordination and Management

1. Provide direction and control of the Project on a daily basis to ensure progress of critical path items and quality of design. Conduct Project Quality Reviews prior to submittals. Consultant shall meet with City to report progress on the Project as required. Submittal review meetings (outlined in subsequent sections of this Scope) will be combined with project status when they coincide.

B. Alignment Study (Lines A, B, C and D)

1. Data Collection

- a) City to provide available as-built plans for existing utilities and street improvements, plats, right-of-way maps, existing easement information, contour maps, and other features within and pertaining to the project area. The information and data obtained is to be used in the alignment study and include the following:
 - Existing locator maps and plans for future franchise utilities.

**EXHIBIT A
DRAFT SCOPE OF SERVICES
NORTHERN BASIN INTERCEPTOR SYSTEM
SEPTEMBER 13, 2019**

- Current plans for proposed roads.
 - Planned Developments and proposed improvements in the project corridor.
 - Approximate property and right of way boundaries.
- b) Consultant will use aerial imagery and elevation data from available databases and existing sources. Field topographical surveys are not included in this scope of services.
- c) Consultant will request right-of-entry to access key parcels, then walk proposed alignments to evaluate and compare alternatives.

2. Alignment Study Report

- a) Develop schematic horizontal pipeline alignment alternatives (up to three alternatives for each line segment).
- b) Development of schematic level profile for each alignment to assess potential depth of main.
- c) Confirm system design flowrates and pipeline sizing.
- d) Prepare a preliminary engineering memorandum summarizing the pre-design analysis. The memorandum shall include:
- Data and exhibits of alignment alternatives and existing conditions.
 - Design flow rates and pipe sizing.
 - Schematic horizontal and vertical alignments of the recommended alignment.
 - Preliminary engineer's statement of probable construction cost.
 - Recommendations for pipe and manhole materials, locations where by-other-than-open cut construction methods will be necessary, and construction phasing and staging requirements.
 - Identification of easement requirements, including recommended widths, and potential property owners affected. Conceptual easement alignments will be provided for each individual parcel.
 - Identify the number and locations of required aerial crossings, if any.
 - Identification of geotechnical needs.
 - Identification of subsurface utility engineering ("SUE") needs.
 - Identification of required permits (if applicable).
- e) Meet with City staff to discuss memorandum comments

- f) Finalize memorandum per City comments and submit to City

III. SPECIAL SERVICES (City-DIRECTED)

C. Easement Exhibits (Line A)

Upon approval of a pipeline alignment, Consultant shall furnish a survey field party to collect field information necessary to prepare easement documents.

1. **Right of Entry** – Before the survey party is engaged in surveying on private property, Consultant shall send letters to all adjacent property owners notifying them of the survey party's intent to survey on private property. Consultant will assist City in determining the name, address and contact information of the affected property owners. Permission to survey on private property shall be obtained from the property owners before surveying is commenced. Consultant will provide copies of the Right of Entry letters to City for the project files.
2. **Easement Documents** – On approval of the Preliminary Design, Consultant shall survey, render field notes and prepare individual parcel exhibits for any additional right-of-way and/or easements needed for the Project. Exhibits shall include a standard signed and sealed exhibit and a reprint of the boundary information on color aerial photography. See below for a list of anticipated right-of-way and easement documents.
 - Ten (10) parcel exhibits for permanent easements.
 - Ten (10) parcel exhibits for temporary construction easements.

Parcel Exhibits – Individual parcel exhibits shall be in both hard copy (8 1/2" x 11") and pdf format, shall be sealed, signed and dated by a Registered Professional Land Surveyor and shall contain the following:

- a) Parcel number, current owner, and legal description
- b) Area required and area remaining.
- c) Any existing platted easements or easements filed by separate instrument including easements provided by utility companies.
- d) Physical features.
- e) Metes and bounds descriptions of parcel to be acquired. The description shall be provided on a separate sheet from the exhibit. Each type of easement shall be described separately.

D. Right-of-Way Acquisition Assistance (Line A)

1. Initial and Updated Appraisal Service (20 parcels assumed)

- a) Appraisers should provide advance notice of the date and time of their appraisal inspections of the subject property to the Consultant's Project Administrator in order to coordinate the appraiser's inspection.

- b) Secure written permission from the owner to enter the property from which real estate is to be acquired. If the Appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained in writing from the City.
- c) Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable City forms.
- d) Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain record of contract in file.
- e) For the initial appraisal, prepare complete appraisal report for each parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.
- f) For an updated appraisal, prepare complete appraisal update for the parcel to be acquired. These reports shall conform to City policies and procedures along with the Uniform Standards of Professional Appraisal Practices.
- g) As necessary, prepare written notification to City of any environmental concerns associated with the right of way to be acquired, which could require environmental re-mediation.
- h) All completed appraisals will be administratively reviewed by City staff and recommend for approval by City staff.
- i) As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.
- j) The fees for initial and updated appraisal assignments are based on separate appraisal assignments.
- k) Beyond delivery of initial and update appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Consultant's Fee Schedule.

2. Negotiation Services

- a) Analyze appraisal and appraisal review reports and confirm City's approved value prior to making offer for each parcel.
- b) Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
- c) Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).

- d) Prepare the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested by City on applicable forms.
- e) Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
- f) Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal for billing purposes.
- g) Respond to property owner inquiries verbally and in writing within two business days.
- h) Prepare a separate negotiator contact report for each parcel per contact on approved form.
- i) Maintain parcel files of original documentation related to the purchase of the real property or property interests. Transfer final parcel file to City to include all originals.
- j) Advise property owner on the Administrative Settlement process. Transmit to City any written counter-offer from property owners including supporting documentation, and Consultant recommendation regarding Administrative Settlements in accordance with City policy and procedures.
- k) Prepare final offer letter, documents of conveyance as necessary.
- l) Appear and provide Expert Witness testimony as a Consultant when requested. The cost of the Consultant's expert witness testimony for trial is not part of this contract.
- m) Issue Property Owner's Survey to property owner.
- n) Task Status Communication
 - Maintain status reports of all parcel and project activities and provide weekly updates.
 - Provide schedule of all areas of work indicating anticipated start and end dates.
 - Attend weekly status meetings.
 - Prepare initial property owner contact list for use in distribution of ROW Consultant introduction letters.
- o) File Management
 - Working files will be kept in the ROW Consultant's project administrative office, but documents generated or received by the

ROW Consultant will be forwarded to City as they are generated or received by the ROW Consultant.

- Prepare invoices utilizing City standard payment submissions forms with supporting documentation.
- Maintain records of all payments including warrant/check number, amount, and date paid, etc.
- Maintain copies of all correspondence and contacts with property owners.

3. Title and Closing Services

- a) Secure preliminary title commitment or preliminary title search and 5-year sales data from the title company that will be providing title insurance.
- b) Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions.
- c) Secure title insurance for all parcels acquired, insuring acceptable title to City. Written approval by City required for any exception.
- d) The curative services necessary to provide clear title to City is the responsibility of the Consultant and is to be included in the negotiated fee schedule for this service. Note: the Consultant's curative services do not include cost/expenses that qualify as payment of incidental expenses to transfer real property to City.
- e) The Consultant has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance when requesting the Parcel Payment from City.
- f) The Consultant provides closing services in conjunction with the Title Company and at the discretion of City may be required to attend closings.
- g) Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass-through fees.
- h) Consultant shall cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office. The cost of recording fees and filing fees will be paid by City and is not included in the Consultant's negotiated fee schedule.

E. Condemnation Assistance

1. Condemnation Support (3 parcels assumed)

Consultant shall not act as the attorney for condemnation purposes. City must contract with a third-party attorney. Consultant shall provide support services to City and its third-party attorney as described below:

a) Pre-Hearing Support

- Request updated Title Commitment from title Company.
- Use information from the Title Commitment to identify interested parties.
- Submit information packet as requested by Condemning Attorney.
- Request update of appraisal.
- File original petition with County Court at Law or other appropriate Court for a cause number to be assigned.
- File Lis Pendens including the cause number with the County Clerk's Office
- Upon assignment of a court, file the Order Appointing Commissioners with the judge, retaining a copy of the Order for the files.
- Following appointment of Commissioners by the judge, secure Oath of Commissioners signed by the Commissioners, Order Setting Hearing and Notice of Hearing signed by the Commissioners.
- File all originals with the court and send copies to City and Condemning Attorney.

b) Post-Hearing Support

- File Award of the Commissioners with the court for the Judge's signature within 48 hours of hearing, unless on Friday or before a holiday when court will not be open.
- Obtain certified copy of Award and provide to City with request for funding in amount of Award.
- Obtain Commissioners' Fees and submit to City for payment.
- File Award payment in registry of the court, file Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of deposit. The Date of Deposit is the Date of Take.
- Send written notices of the date of deposit to City and all interested parties.

F. Additional Assistance

1. Additional Project Support

Consultant will assist the City with additional project needs to plan for and acquire easements for the future pipeline. Additional support may include tasks items such as field survey of critical creek crossings, easement exhibits for additional parcels, acquisition services for additional parcels or

for a longer time period than anticipated in the original budget estimate, and/or for other tasks deemed beneficial by the City.

IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

- A. City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon City's written request. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:
1. Consulting services not included in proposal.
 2. Topographical survey
 3. Subsurface Utility Engineering
 4. Design and construction phase services
 5. Environmental assessments, remediation, USCOE 404 Permits or Mitigation Plans.
 6. Archeological field investigation.
 7. Tree survey – tagging and identifying trees
 8. Tree Mitigation Plan.
 9. Additional Permitting not specifically listed in the scope of services.
 10. Environmental Site Assessments
 11. Sampling and Testing for Hazardous Materials.

**EXHIBIT B
DRAFT PROPOSED FEES**

II.	<u>BASIC SERVICES</u>	
	A. Project Start-Up, Coordination and Management	\$10,000
	B. Alignment Study	\$50,000
	<i>Total Basic Services (Lump Sum, Not-To-Exceed)</i>	<u>\$ 60,000</u>
III.	<u>SPECIAL SERVICES (City-DIRECTED)</u>	
	C. Easement Exhibits	\$ 65,000
	D. Right-of-Way Acquisition Assistance	\$110,000
	E. Condemnation Assistance	\$ 30,000
	F. Additional Assistance	\$ 10,000
	<i>Total Special Services (Not-To-Exceed)</i>	<u>\$ 215,000</u>
	<u>Project Budget, Grand Total (Not-To-Exceed)</u>	<u>\$ 275,000</u>

EXHIBIT B
Labor Rate Schedule

Labor Category	Level	Billing Rate
Architect	I	95.00
	II	109.00
	III	161.00
	IV	222.00
	V	285.00
Engineer	I	110.00
	II	133.00
	III	178.00
	IV	222.00
	V	343.00
Scientist	I	89.00
	II	122.00
	III	162.00
	IV	191.00
	V	311.00
Landscape/ Planner	I	88.00
	II	106.00
	III	143.00
	IV	178.00
	V	292.00
Surveyor	I	91.00
	II	104.00
	III	140.00
	IV	179.00
	V	257.00
Field Tech	I	62.00
	II	79.00
	III	97.00
	IV	129.00
	V	191.00
Office Tech	I	66.00
	II	81.00
	III	104.00
	IV	126.00
	V	180.00
Administrative	I	65.00
	II	80.00
	III	100.00
	IV	133.00
	V	246.00
Specialist	I	87.00
	II	121.00
	III	157.00
	IV	209.00
	V	306.00
Intern		60.00

**Exhibit B
Direct Costs**

Unit Number	Unit Name	Billing Rate
BMAP1	Basemap Services	\$ 150.00
LOC1M	Designating (QL-B) (1-Man)	\$ 90.00
LOC2M	Designating (QL-B) (2-Man)	\$ 175.00
MILEIRS	Mileage (Current IRS Rate)	\$ 0.58
MILEOTR	Mileage	\$ 0.58
MOB01	Mobilization/Demobilization	\$ 5.00
PLOT1	Plot - Full Size / B&W	\$ 1.00
PLOT2	Plot - Full Size / Color	\$ 15.00
POT1M	Potholing (QL-A) (1-Man)	\$ 137.50
POT2M	Potholing (QL-A) (2-Man)	\$ 275.00
PRNT1	Print - Letter and Legal / B&W	\$ 0.10
PRNT2	Print - Letter and Legal / Color	\$ 0.20
PRNT3	Print - Oversize (11x17) / B&W	\$ 0.75
PRNT4	Print - Oversize (11x17) / Color	\$ 1.50
SOFT01	Software - Simulation	\$ 25.00
SPAR2M	Spar Designating (QL-B) (2-Man)	\$ 250.00
SUP01	Report Binding	\$ 20.00
SUP02	DVD	\$ 5.00
SURV1M	1-Man Survey Crew	\$ 130.00
SURV1P	FAA 107 UAS Pilot	\$ 150.00
SURV1R	1-Man Survey Crew (Robotics)	\$ 150.00
SURV1S	1-Man 3D Laser Scanner Tech	\$ 170.00
SURV2M	2-Man Survey Crew	\$ 175.00
SURV2R	2-Man Survey Crew (Robotics)	\$ 185.00
SURV3M	3-Man Survey Crew	\$ 235.00
SURV3R	3-Man Survey Crew (Robotics)	\$ 270.00
SURV4M	4-Man Survey Crew	\$ 270.00
SURV4R	4-Man Survey Crew (Robotics)	\$ 330.00
SURVGPS	GPS Survey Equipment	\$ 125.00
SURVMON	Type II Monument (Drilled)	\$ 100.00
SURVMON1	Type II Monument (Auger/Dug)	\$ 300.00
SURVSCN	3D Laser Scanner	\$ 1,300.00
SURVTRG	Ground Target	\$ 50.00
SURVUAL	UAS LIDAR	\$ 4,000.00
SURVUAP	UAS Photogrammetry	\$ 500.00
VEH01	Toll Charges	\$ 3.00

Regular Session Agenda Item: 16

Meeting Date: October 7, 2019

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the purchase of an Advanced Metering Infrastructure (“AMI”) system from and installed by Thirkettle Corporation, D/B/A Aqua Metric Sales Company in an amount not to exceed One Million, Eight Hundred Thousand Dollars (1,800,000.00); authorizing the City Manager to execute an agreement or any documents necessary for the work to be performed; providing a severability clause; providing a repealing clause; and providing an effective date.

BACKGROUND OF ISSUE:

The City currently has a dated metering system, approximately 60% of our meters in the system are 10+ years old. With the age of our current metering system we are not able to accurately meter our water sales. This proposed advanced metering infrastructure system will bring our system up to date, by metering usage with more accuracy. It will also allow the City to better serve the citizens of Seagoville.

FINANCIAL IMPACT:

The requested agreement presented to and approved through the FY2019-2020 budget.

RECOMMENDATION:

The Water/Sewer Department recommends that Council approve this agreement.

EXHIBITS:

Resolution
Exhibit “A” Contract for AMI Services with Aqua Metric

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO. __-R-2019**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE PURCHASE OF AN ADVANCED METERING INFRASTRUCTURE (“AMI”) SYSTEM FROM AND INSTALLED BY THIRKETTLE CORPORATION, D/B/A AQUA METRIC SALES COMPANY IN AN AMOUNT NOT TO EXCEED ONE MILLION, EIGHT HUNDRED THOUSAND DOLLARS (\$1,800,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT OR ANY DOCUMENTS NECESSARY FOR THE WORK TO BE PERFORMED; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville has entered into an interlocal agreement with the Houston-Galveston Area Council (“HGACBuy”) under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code, under which HGACBuy acts as purchasing agent for the purchase of various goods and services through the competitive bidding process, providing access to volume purchasing and discounts; and

WHEREAS, HGACBuy identifies Thirkettle Corporation, d/b/a Aqua Metric Sales Company (“Aqua Metric”) as a local distributor, installer and provider of technical support for the Automated Meter Reading (AMR) or Advanced Metering Infrastructure (AMI) system implementation; and

WHEREAS, City desires to secure the services of Aqua Metric for system implementation of Advanced Metering Infrastructure system, as more fully described in Exhibit “A” attached hereto; and

WHEREAS, the City Council for the City of Seagoville, Texas has determined it to be in the best interest of the City to authorize the City Manager to execute the Agreement attached hereto as Exhibit “A” and any other documents necessary to secure the services of Aqua Metric for system implementation of the Advanced Metering Infrastructure system described in Exhibit “A” including purchase of equipment, installation, and technical support related thereto.

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

SECTION 1. The City Manager is hereby authorized to engage Thirkettle Corporation, d/b/a Aqua Metric Sales Company to provide the Advanced Metering Infrastructure system described in Exhibit “A” to this Resolution, including installation and related technical support for the system for an amount not to exceed One Million, Eight Hundred Thousand (\$1,800,000.00) Dollars, and to execute an Agreement, in substantially the form of Exhibit “A” and any other necessary documents necessary.

SECTION 2. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

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

SECTION 4. This resolution shall take effect immediately from and after its passage and it is accordingly resolved.

DULY PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, this the 7th day of October, 2019.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(TM 111271 100119)

EXHIBIT “A”
Contract for AMI Services with Aqua Metric

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

METER REPLACEMENT AGREEMENT

This Meter Replacement Agreement (“Agreement”) is made by and between the City of Seagoville, Texas (“City”) and Thirkettle Corporation d/b/a Aqua Metric Sales Company (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City has entered into an interlocal agreement with the Houston-Galveston Area Council (“HGACBuy”) that provides access to volume purchasing and discounts, and that identifies Contractor as a local distributor, installer and provider of technical support for the Automated Meter Reading (AMR) or Advanced Metering Infrastructure (AMI) system implementation; and

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to render services for the system implementation for Automated Meter Reading (AMR) or Advanced Metering Infrastructure (AMI), as more fully described in Exhibit “A” attached hereto and made a part herein by reference (the “Project”), and in accordance with the terms and conditions set forth in this Agreement;

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I
Term**

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Contractor completes the services required herein to the satisfaction of City, unless sooner terminated as provided herein.

**Article II
Contract Documents**

- 2.1. This Agreement consists of the following items:
- (a) This Agreement; and
 - (b) Contractor’s Scope of Services.

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

Article III Scope of Services

The Parties agree that Contractor shall perform the services under this Agreement in accordance with the terms and conditions of Contractor's Scope of Services, a copy of which is attached hereto and incorporated herein as Exhibit "A".

Article IV Schedule of Work

Contractor agrees to commence services upon written direction from City and to complete the required services in accordance with the schedule mutually agreed upon by the City and Contractor (the "Work Schedule").

Article V Compensation

5.1 City shall compensate Contractor in a total amount not to exceed the amount set forth in Exhibit "A".

5.2 City shall pay Contractor within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

5.3 Contractor shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article VI Devotion of Time; Personnel; and Equipment

6.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of services required under this Agreement.

6.2 To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of

the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

**Article VII
Suspension of Work**

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

**Article VIII
Availability of Funds**

If monies are not appropriated or otherwise made available to support commencement of performance or continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

**Article IX
Insurance**

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "B" attached hereto.

**Article X
Performance and Payment Bonds**

10.1 Contractor, without cost to the City, shall furnish separate performance and payment bonds in the amount of one hundred percent (100%) of the total Agreement price from a surety company holding a permit from the State of Texas to act as surety. A certificate from the surety showing that the bond premiums are paid in full shall be submitted to the City with the bond on an annual basis. Attorneys-in-fact who sign bonds must file with each bond a certified and effectively dated copy of the power of attorney.

10.2 In the event the Agreement price is adjusted by a change order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the City and shall be executed by a surety, or sureties, reasonably suitable to the City and authorized to do business in the State of Texas by the State Board of Insurance.

**Article XI
Termination**

The City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice to the other Party. In the event of such termination, Contractor shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**Article XII
Indemnification**

12.1 CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

12.2 IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CITY AND THE CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S OWN NEGLIGENCE.

12.3 CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.

12.4 **CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.**

**Article XIII
Miscellaneous**

13.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

13.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

13.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

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

13.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

13.6 Severability. 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 any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

13.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

13.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Seagoville, Texas
Attn: Patrick Stallings,
City Manager
702 US-175 Frontage Rd.
Seagoville, Texas 75159

With a copy to:

Victoria W. Thomas
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
Suite 1800, Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Contractor:

Thirkettle Corporation d/b/a Aqua Metric Sales Company
Attn: Kristy Segarra
Aqua Metric Sales Company
16914 Alamo Parkway, Building 2
Selma, Texas 78154
Phone: (210) 967-6300

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

13.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

13.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

13.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

13.13 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

13.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

13.15 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(signature page to follow)

EXECUTED this _____ day of _____, 2019.

City of Seagoville, Texas

By: _____
Patrick Stallings., City Manager

ATTEST:

Kandi Jackson, City Secretary

Approved as to form:

By: _____
Victoria W. Thomas, City Attorney
(TM111272 100119)

EXECUTED this _____ day of _____, 2019.

Thirkettle Corporation d/b/a Aqua Metric Sales Company

By: _____
Name: _____
Title: _____

EXHIBIT "A"
Scope of Services



Aqua-Metric Sales Company

October 1, 2019

Kristy Segarra - Manager, Bids and Proposals
 16914 Alamo Parkway, Building 2 | Selma, TX 78154
 Phone: (210) 967-6300 | Facsimile: (210) 967-6305

Quote for: City of Seagoville, Texas
 Attention: Christopher Ryan
 Address: 702 N Highway 175
 City, State, ZIP: Seagoville, Texas 75159
 Phone: (972) 287-6823
 Email: cryan@seagoville.us

Quantity	Description	Unit Price	Line Total
2	M400 Basestation	\$20,000.00	\$40,000.00
2	M400 Basestation Installation ⁹	\$25,000.00	\$50,000.00
2	Basestation Mag Mounts, Price per Basestation, if Required	\$5,000.00	\$10,000.00
2	Communication Backhaul ¹⁰	\$1,000.00	\$2,000.00
2	FL6501-GB Hand Held with Docking Station	\$6,000.00	\$12,000.00
2	Command Link		Included
1	FlexPro / Field Logic Software		Included
1	3096+ Mini Reader	\$495.55	\$495.55
1	UniPro Communication Tool	\$275.37	\$275.37
Setup and Configuration			
1	RNI SaaS Setup	\$7,956.25	\$7,956.25
1	RNI Core Education	\$5,500.00	\$5,500.00
1	Sensus Analytics System Setup	\$3,750.00	\$3,750.00
1	Sensus Analytics Basic Integration ¹¹	\$4,000.00	\$4,000.00
1	Sensus Analytics Training	\$2,500.00	\$2,500.00
1	Consumer Portal System Setup	\$6,250.00	\$6,250.00
1	Consumer Portal CIS Integration Fee ¹¹	\$12,500.00	\$12,500.00
1	Consumer Portal Training	\$2,250.00	\$2,250.00
1	Project Management ⁹	\$26,000.00	\$26,000.00
Recurring Annual Subscriptions^{7,8}			
1	Annual Hosted RNI Software-as-a-Service, Water Only	\$8,240.00	\$8,240.00
1	Annual Sensus Analytics Enhanced, Water Only	\$7,984.00	\$7,984.00
1	Annual Consumer Portal Core (Minimum 1500 Users)	\$6,250.00	\$6,250.00
TBD	Annual Consumer Portal (Each Additional User > 1500)	\$2.40	To Be Determined
1	Annual Consumer Portal Unlimited Text Message Block for 1,500 Users (Optional)	\$225.00	\$225.00
2	Annual VAR Support + Basestation Extended Warranty ⁷	\$10,000.00	\$20,000.00
Water Meters and Metering Installation			
4241	3/4" SL (5/8" x 3/4") iPERL Meter USG	\$112.24	\$476,009.84
167	1" iPERL Meter USG	\$162.63	\$27,159.21
51	1 1/2" OMNI R2 Meter USG	\$419.63	\$21,401.13
56	2" OMNI R2 Meter USG	\$588.77	\$32,971.12
4	3" OMNI T2 Turbo Meter USG	\$1,024.80	\$4,099.20
3	4" OMNI T2 Turbo Meter USG	\$1,995.07	\$5,985.21
3	6" OMNI T2 Turbo Meter USG	\$3,591.77	\$10,775.31
1	8" OMNI T2 Turbo Meter USG	\$6,095.47	\$6,095.47
4526	520M Single Port SmartPoint Radio Transceiver	\$112.50	\$509,175.00
1	NovusCenter Setup and Configuration ¹¹	\$7,500.00	\$7,500.00
4408	Residential (5/8" - 1") Meter Installation with SmartPoint Activation	\$47.50	\$209,380.00
51	1 1/2" Meter Installation with SmartPoint Activation	\$245.63	\$12,527.13
56	2" Meter Installation with SmartPoint Activation	\$245.63	\$13,755.28
4	3" Meter Installation with SmartPoint Activation	\$578.57	\$2,314.28
3	4" Meter Installation with SmartPoint Activation	\$682.00	\$2,046.00
3	6" Meter Installation with SmartPoint Activation	\$900.00	\$2,700.00
1	8" Meter Installation with SmartPoint Activation	\$1,285.71	\$1,285.71
4526	Lid Modification - Cut Hole in Cast Iron Meter Box Lids Utilizing Seed Stock	\$10.00	\$45,260.00
450	Replace Meter Box, Remove Meter Box, Set Meter Box to Grade - Residential Setting	\$37.50	\$16,875.00
45	3/4" - 1" Direct Connects	\$96.43	\$4,339.35
1	Contingency Fund for Installation Incidentals	\$100,000.00	\$100,000.00
		Subtotal:	\$1,739,830.41



October 1, 2019

Aqua-Metric Sales Company

Kristy Segarra - Manager, Bids and Proposals
 16914 Alamo Parkway, Building 2 | Selma, TX 78154
 Phone: (210) 967-6300 | Facsimile: (210) 967-6305

Quote for: City of Seagoville, Texas
 Attention: Christopher Ryan
 Address: 702 N Highway 175
 City, State, ZIP: Seagoville, Texas 75159
 Phone: (972) 287-6823
 Email: cryan@seagoville.us

Quantity	Description	Unit Price	Line Total
Installation Incidentals			
	Residential Register Replacement with SmartPoint Activation	\$37.50	
	Commercial Register Replacement with SmartPoint Activation	\$50.00	
	Single Port SmartPoint Installation and Activation	\$27.50	
	Dual Port SmartPoint Installation and Activation	\$55.00	
	Register Reprogramming	\$5.00	
	Cut Hole in Plastic Meter Box Lid	\$5.00	
	Cut Hole in Cast Iron Meter Lid Utilizing Seed Stock (one week stock)	\$10.00	
	Cut Hole in Cast Iron Meter Lid - Lid Modification Performed In the Field	\$15.00	
	Cut Hole in Large Meter Pit Lid	\$18.75	
	Replace Meter Box, Remove Meter Box, Set Meter Box to Grade - Residential Setting	\$37.50	
	Replace Meter Box, Remove Meter Box, Set Meter Box to Grade - Commercial Setting	\$62.50	
	Direct Connect	\$100.00	
	Replace Curb Stop	\$93.75	
	Replace Meter Tail	\$31.25	
	3/4" - 1" Meter Resizing, Price per Installation Technician, per Hour	\$100.00	
	1 1/2" - 2" Meter Resizing, Price per Installation Technician, per Hour	\$118.75	
	Replace Concrete or Cast Iron Meter Box Lids	\$5.00	
	Replace Plastic Meter Box Lids	\$5.00	
	Replacement or Removal of Bushing Adapters (5/8" - 1" Only)	\$2.50	
	Pull Meter Only	\$31.25	
	Meter Resetter/Riser Installation	\$31.25	
	Additional Pictures - Price Per Picture	\$1.25	
	Residential Meter Special Job Hour Rate, Price per Installation Technician, per Hour	\$100.00	
	Commercial Meter Special Job Hour Rate, Price per Installation Technician, per Hour	\$118.75	
	Meter Survey, Price per Meter	\$12.50	
	Vacuuuming Out Meter Box	\$12.50	
	Splice Wire Fee	\$6.25	
	Site Visit Fee - Meters 1" and Smaller	\$31.25	
	Site Visit Fee - Meters 1 1/2" and Larger	\$43.75	
	Daily Rate for Installation Technician	\$812.50	
	Daily Rate for Installation Manager	\$937.50	
	Door Hanger Distribution, Labor Only	\$2.50	

This quote for the product and services named above is subject to the terms described within our Project Clarifications page.

October 1, 2019

Project Clarifications – City of Seagoville, TX AMI System

1. All quotes are subject to the Aqua-Metric Terms of Sale.
2. Quote is valid until December 31, 2019.
3. Freight allowed on single orders exceeding \$10,000.00.
4. Net Thirty Days to Pay.
5. Returned product subject to a 25% restocking fee for Sensus product. All non-Sensus product subject to their specific manufacturer's published return policy.
6. Sales tax and/or freight charges are approximate and may vary on final invoice.
7. Annual 3% price increase for support services.
8. Minimum five years term for SaaS model with annual 3% price increase. AMI Annual SaaS pricing based on 4,526 Water Services.
9. Customer to provide electricity to each basestation, electric meter base, and basestation mounting hardware.
10. Customer to provide status IP address(es), RJ-45 Connection, and monthly data (SIM) charge for backhaul communication. Aqua-Metric suggests Verizon Wireless or AT&T.
11. Customer's billing system will provide their portion of billing system integration fees directly to the City. Aqua-Metric is unable to determine these costs.
12. Pricing does not include staging services, product storage, or consumer outreach program.
13. Bonding not included.
14. Pricing does not reflect prevailing wage rates.
15. Please refer to our installation Scope of Work and Project Implementation Plan for details regarding our standard installation processes. At this time, Aqua-Metric estimated water meter installations to be complete within eight-to-ten months.
16. Any items beyond quote above subject to price negotiations.



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.: WM08-18

Date Prepared: 10/1/19

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Seagoville, Texas	Contractor:	Aqua-Metric Sales Company
Contact Person:	Christopher Ryan	Prepared By:	Kristy Segarra
Phone:	(972) 287-6823	Phone:	210-967-6300
Fax:		Fax:	210-967-6305
Email:	cryan@seagoville.us	Email:	kristy.segarra@aqua-metric.com

Catalog / Price Sheet Name:	Sensus Meter Pricing September 2018
General Description of Product:	AMI System Product and Installation

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
2	M400 Basestation - WM0825A	24720	49440
2	Basestation Installation - WM0825C	25000	50000
2	FL6501-GB Hand Held - WM0825A	8355.94	16711.88
2	HHD Docking Station - WM0825A	921.16	1842.32
2	Command Link - WM0825A	547.23	1094.46
1	3096+ Mini Reader - WM0825A	495.55	495.55
1	UniPro Communicator Tool - WM0825A	275.37	275.37
1	Annual Hosted RNI Software-as-a-Service - WM0825B	8240	8240
1	Sensus Analytics Enhanced Water - WM0825B	7984	7984
1	Annual Aqua Metric Maintenance and Support - WM0825C	20000	20000
1	Project Management (AMI System) - WM0825C	20000	20000
1	RNI SaaS Setup - WM0825B	7957	7957
Total From Other Sheets, If Any:			1686149.23
Subtotal A:			1870189.81

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
2	Communication Backhaul	1000	2000
1	NovusCenter Setup and Configuration	7500	7500
2	Basestation Mag Mounts	5000	10000
1	Contingency Fund for Installation Incidentals	100000	100000
Total From Other Sheets, If Any:			
Subtotal B:			119500

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 6%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Discount	-249859.4
Subtotal C:	-249859.4

Delivery Date: **D. Total Purchase Price (A+B+C):** 1739830.410



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

WM08-18

Date Prepared:

10/1/19

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Seagoville, Texas	Contractor:	Aqua-Metric Sales Company
Contact Person:	Christopher Ryan	Prepared By:	Kristy Segarra
Phone:	(972) 287-6823	Phone:	210-967-6300
Fax:		Fax:	210-967-6305
Email:	cryan@seagoville.us	Email:	kristy.segarra@aqua-metric.com

Catalog / Price Sheet Name:	Sensus Meter Pricing September 2018
------------------------------------	-------------------------------------

General Description of Product:	AMI System Product and Installation
--	-------------------------------------

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	Water Analytics System Setup - WM0825B	4500	4500
1	RNI Core Education - - WM0825B	5500	5500
1	Sensus Analytics Basic Integration - - WM0825B	4000	4000
1	Sensus Analytics Onsite Training - - WM0825B	2500	2500
4241	3/4" SL iPERL Meter - WM0825F	121.76	516384.16
167	1" iPERL Meter - WM0825F	175.58	29321.86
51	1 1/2" OMNI R2 Meter - WM0825G	466.27	23779.77
56	2" OMNI R2 Meter - WM0825G	654.19	36634.64
4	3" OMNI T2 Meter - WM0825G	1138.66	4554.64
3	4" OMNI T2 Meter - WM0825G	2216.74	6650.22
3	6" OMNI T2 Meter - WM0825G	3990.86	11972.58
1	8" OMNI T2 Meter - WM0825G	6772.75	6772.75
4526	MXU 520M Single Port SmartPoint - WM0825L	141.34	639704.84
Total From Other Sheets, If Any:			393873.77
Subtotal A:			1686149.23

B. Unpublished

Quan	Description	Unit Pr	Total
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B)		For this transaction the percentage is:	0%

C. Trade-ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges:

			0
Subtotal C:			393873.77

Delivery Date: _____ **D. Total Purchase Price (A+B+C):** _____



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.: WM08-18

Date Prepared: 10/1/19

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Seagoville, Texas	Contractor:	Aqua-Metric Sales Company
Contact Person:	Christopher Ryan	Prepared By:	Kristy Segarra
Phone:	(972) 287-6823	Phone:	210-967-6300
Fax:		Fax:	210-967-6305
Email:	cryan@seagoville.us	Email:	kristy.segarra@aqua-metric.com

Catalog / Price Sheet Name: Sensus Meter Pricing September 2018

General Description of Product: AMI System Product and Installation

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
4408	Residential (5/8" - 1") Water Meter Installations - WM0825E	51.43	226703.44
51	1 1/2" Water Meter Installations - WM0825E	257.17	13115.67
56	2" Water Meter Installations - WM0825E	289.87	16232.72
4	3" Water Meter Installations - WM0825E	578.57	2314.28
3	4" Water Meter Installations - WM0825E	707.14	2121.42
3	6" Water Meter Installations - WM0825E	900	2700
1	8" Water Meter Installations - WM0825E	1285.71	1285.71
4526	Lid Modification - Cut Hole In Cast Iron Meter Box Lid - WM0825E	15.43	69836.18
1	Customer Portal Setup - WM0825B	6250	6250
1	Customer Portal CIS Integration - WM0825B	12500	12500
1	Customer Portal Training - WM0825B	2250	2250
1	Annual Customer Portal Minimum User Fee - WM0825B	6250	6250
1	Annual Customer Portal Text Message Block - WM0825B	225	225
Total From Other Sheets, If Any:			32089.35
Subtotal A:			393873.77

B. Unpublished

Quan	Description	Unit Pr	Total
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

C. Trade-ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges:

			0
Subtotal C:			32089.35

Delivery Date: _____ **D. Total Purchase Price (A+B+C):** _____



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.: WM08-18

Date Prepared: 10/1/19

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Seagoville, Texas	Contractor:	Aqua-Metric Sales Company
Contact Person:	Christopher Ryan	Prepared By:	Kristy Segarra
Phone:	(972) 287-6823	Phone:	210-967-6300
Fax:		Fax:	210-967-6305
Email:	cryan@seagoville.us	Email:	kristy.segarra@aqua-metric.com

Catalog / Price Sheet Name: Sensus Meter Pricing September 2018

General Description of Product: AMI System Product and Installation

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
450	Replace Meter Box, Remove Meter Box, Set Meter Box to Grade - Residential Setting - WM0825E	45	20250
45	3/4" Direct Connects - WM0825E	96.43	4339.35
1	Customer Portal Project Management - WM0825C	7500	7500
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			32089.35

B. Unpublished

Quan	Description	Unit Pr	Total
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B)		For this transaction the percentage is:	0%

C. Trade-ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

			0
Subtotal C:			0

Delivery Date: _____ **D. Total Purchase Price (A+B+C):** _____

Installation Overview

Aqua-Metric has brought together a group of highly qualified personnel with years of experience in deploying meters and metering systems. Our comprehensive meter installation services are executed holistically with focus on safety and accuracy while operations and deployment are based upon best practices discovered through extensive experience performing installation projects for utilities nationwide. Our company has over twenty-years of installation and field service experience; our designated project managers will oversee installation and conservation services.

Description of Services

Installation Approach

The following is Aqua-Metric's sample installation overview and scope of work for standard water meter installation services. Following our Planning and Discovery Workshop, details are subject to change based on the discussed requirements and detailed project information. At this time, Aqua-Metric estimates installation services to be complete within an eight-to-ten month timeline.

Public Outreach Services

Adequate preparation is paramount to ensure a successful meter change out. Raising public awareness prior to beginning meter changeouts will help reduce the amount of calls received once installation services begin. Aqua-Metric can assist with developing a consumer awareness campaign. Standard consumer notifications may include general notification letters, postcards, door hangers, and/or informational videos. We recommend the Utility also provide additional informative campaigns such as bill inserts and a webpage detailing information regarding the project. Our marketing department can assist in developing a consumer outreach campaign upon request.

Qualifications & Certifications

Aqua-Metric installation technicians are trained in deployment, activation, and troubleshooting of Sensus products. Most situations that arise in the field will be addressed promptly and accurately due to the extensive hands on training that each technician receives. Our senior technicians maintain required water licenses enabling them to be fully aware of the function and structure of a utility distribution system.

In every project, we put high emphasis on maintaining safe work environments for both the installation technicians and the general public. Aqua-Metric staff and technicians will be adequately trained in proper safety procedures including, but not limited to driver safety, first aid, hazardous conditions, trenching and shoring, and electrical. Senior and commercial technicians will maintain OSHA confined space entry certifications. The installation project manager will also conduct weekly safety review meetings with the technicians.

Staffing and Identification

Aqua-Metric requires all personnel undergo stringent background checks and routine drug testing to ensure a safe working environment. Upon request, Aqua-Metric can provide information to the Utility, separate of this response and within the limits of the law.

All field technicians will be easily identifiable throughout the course of the project. Each technician will be equipped with our company branded photo identification badges and high visibility safety vests. Vehicles will be clearly marked on both driver and passenger side with branded "Utility Contractor" vehicle magnets.

NovusCenter™ Software

As a resource and installation management company, Aqua-Metric quickly realized the demand to manage and track various facets throughout a project in one singular repository; however, the market is limited in offering operations and processes management software. Thus, NovusCenter was created to deliver a robust and scalable solution to bridge Smart Utility assets with their managing devices.

As an asset management and automation software, Novus Center serves as a cloud-based integration portal and repository which allows utility personnel to view their entire system from any device with internet access. Detailed real time data is delivered to provide an unparalleled view of the distribution system while allowing increased levels of control and management. NovusCenter will efficiently manage your most critical resources and assets of equipment, time, and people.

NovusCenter is designed with light weight GIS and Work Order Management functionality to track and monitor assets such as electric meters, water meters and endpoints. Various modules are available to manage metrology equipment, meter installations and readings, leak/conservation product, distribution automation, infrastructure automation, pressure controls, and environmental safety.

NovusCenter can give the Utility an opportunity to integrate data from multiple sources and view in a single system. This data can include:

- Detailed asset information
- The ability to view certain items on a map
- The ability add data to the device or asset, such as: pressure, temperature, flow, etc.
- Provides control through interface
- The ability to chart information related to asset
- View asset history

NovusCenter – Asset Management

1. Web-Based Software
2. Custom Integrations
3. Device and Meter Readings
4. Consumption Profiles
5. Multi-Site Visibility
6. Multiple Users
7. Dashboard to Show Status
8. Integrated Mapping

Most recently, an inventory tracking and validation application has been added NovusCenter's functionality giving the Utility more tractability for the lifecycle of the asset, from order to disposal.

Likewise, NovusCenter's mobile application is a wireless field application which allows direct contact with maintenance staff. This allows utility personnel the ability to send and receive paperless work orders in real time, resulting in carbon footprint reduction, and improved response time to critical issues. The mobile application is key to increasing operational success as a field data collection solution with the use of mobile devices to capture work orders and related information while in the field. The mobile system can support real time updates via cell network, if needed, or periodically sync with local database storage when the mobile device is connected via Wi-Fi.

NovusCenter can also capture new informational data through its survey tool functionality. This software can capture important asset information and manage its use using work order processes. Data capture can be achieved via voice to text, barcode scanning, or direct data entry.

NovusCenter simplifies your entire service operation by using mobile applications that enable field service technicians to work with or without network connectivity. By automating workflow, field service representatives can efficiently receive, complete, and document assignments, manage equipment assets, and capture expenses and critical site data for operations analysis and management reporting. NovusCenter delivers automated capabilities intended to streamline and improve management of field service activities and helps deliver information to field technicians when they need it most.

Work Order Processing

Rather than performing meter installation uploads with standard hand-held equipment, NovusCenter uses a mobile application on Android or iOS smart phones or tablets to access our cloud-based software. These mobile devices have everything needed to successfully input metering information, such as: Wi-Fi or cell data access, touch screen with keyboard, and camera. The Camera doubles as a barcode scanner and supports talk to text. Each installation technician will be provided with their own mobile device and utility personnel can access NovusCenter from their devices as well.

Upon award, Aqua-Metric will work with the Utility to successfully integrate NovusCenter with their current Work Order Management (WOM) System and/or Customer Information System (CIS). Depending on the type of WOMS / CIS, the Utility may be able to define input fields, or Aqua-Metric can define these within NovusCenter. Ideally, we would prefer definitions to be created within the Utility's source system as this allows for the greatest input from the Utility. Information would then be integrated over to NovusCenter for daily or weekly uploads. Although this is a preferred method, Aqua-Metric is more than able to identify all fields within NovusCenter's main software service center rather than defined within the Utility's WOMS/CIS.

After successfully merging the different types of software, Aqua-Metric will be ready for their installation technicians to begin services. Work orders will be created in NovusCenter based off fields required by the Utility. NovusCenter is very flexible in its ability to create and remove fields as per the Utility's specifications. Our database is essentially created following in depth discussions with the Utility explaining their preferences and priorities.

Each day, installation technicians will download their assigned work orders detailing installation services to be performed. We request work orders be limited to the number of installations to be performed either daily or weekly as this allows for installations to be more streamlined and helps limit input errors. As installation technicians perform services as described within our Installation Scope of Work, we will continually upload each completed site into NovusCenter, as long as an internet connection is available. This makes our information as up to date, or live, as possible. Additionally, as added validation, we have office personnel cross checking all uploaded information with hard copies submitted by installation technicians. This quality audit covers one hundred percent of our meter installations.

At the end of the day, installation technicians communicate with Aqua-Metric technical support personnel to confirm all meter installations have successfully uploaded to NovusCenter. Swap-files are transferred at agreed to intervals, typically weekly. Swap files are used to push data to the Utility's CIS or work order system. Additionally, our technology team will work alongside the Utility, and on the back-end, confirming reads coming in to the Utility's software appropriately and to their standards.

Installation Scope of Work

The Installation Scope of Work herein outlines a general understanding of the project requirements. The exact workflow and processes detailed may be subject to revisions pending additional requirements and/or processes identified during the Planning and Discovery Workshop.

Pre-Installation Phase

1. Installation Planning and Discovery

a. Planning and Discovery Workshop

- i. Project Questionnaire
- ii. Project Schedule
 1. Coordinate with product supplier(s) to determine product delivery schedule.
 2. Identify hours of operation, holiday schedule and black-out dates.
 3. Identify route order in relation to meter reading schedule.
 4. Prepare preliminary Project Schedule.
- iii. Plan Processes
 1. Standard Installation Expectations
 2. Verify meter and SmartPoint configurations.
 3. Identify Project Core Team and Contacts
 4. NovusCenter Data Swap and Upload Frequency
 5. Customer Concern Resolution
 6. Incidental labor and/or materials
 7. Contingency fund
- iv. Identify Project Responsibilities
 1. Warehousing and Disposal Services
 2. Special Equipment
 3. Public Outreach Services
 4. Scrap Disposal

b. Refine and Finalize Scope of Work and Project Schedule

c. Draft, Finalize and Execute Agreement(s)

2. Project Preparation

a. Meter Survey

To assist identify any special requirements prior to the Meter Installation Phase, Aqua-Metric recommends a meter survey be performed for all commercial water meters three inches and larger as well as a portion of residential water meters. Pricing for the survey has been included within the Non-Standard Installation Services section of our quoted pricing.

- i. Obtain and upload the Utility's current billing database into NovusCenter as defined in NovusCenter Setup section herein.
- ii. Deploy field technicians to perform survey.
- iii. Document relevant data (i.e. meter type, size, GPS coordinates, site requirements) within NovusCenter.
- iv. Generate Meter Survey Report

b. Material Acquisition

- i. Coordinate with product supplier(s) and/or Utility to ensure all product(s) supplied are onsite and available prior to commencing installation services.
 - ii. Facilitate purchase orders for standard installation materials (nuts, bolts, gaskets) and/or other materials required to execute the installation service.
- c. Setup Facilities

When applicable, Aqua-Metric can provide product storage containers and/or warehouse, waste and recycling containers, or special machinery necessary to facilitate the project. Rental/Lease fees for any item(s) relevant to the project will be included within our cost proposal. These items may be omitted if the Utility has the resource(s) available through the duration of the project.

- i. Setup designated workspace within a Utility provided office for Project Supervisor.
- ii. Setup warehouse and/or storage containers on a secure, gated and locked Utility provided property.
- iii. Setup field shop for lid modifications, if necessary.
- iv. Setup trash and recycling containers.
- v. Deliver special equipment (i.e. fork lift, pallet jacks) to jobsite.

At this time, the items detailed above are not included within Aqua-Metric's proposal. Costs for facilities and additional services can be provided upon request.

d. Allocate Onsite and Remote Management Staff

i. Onsite Management Responsibilities

- 1. Coordinate all work and communications with Utility personnel.
- 2. Supervise technicians and monitor quality of service, productivity, and professionalism.
- 3. Manage and maintain inventory with focus on security, availability and organization.
- 4. Coordinate resolution regarding field issues or concerns with Utility personnel.
- 5. Provide 24-hour on-call service to respond to problems.

ii. Offsite Management Responsibilities

- 1. Monitor project progress and execution.
- 2. Coordinate material acquisition with product supplier(s).
- 3. Routinely communicate with onsite management.
- 4. Conduct weekly call with Utility personnel to ensure project is executed smoothly.
- 5. Generate routine reports of meter installations.
- 6. Setup and maintain NovusCenter database.

e. NovusCenter Setup

i. Project Execution Database

To facilitate the field work involved in a meter change out project, we will work with CIS/Billing vendor on using their existing meter swap interface. Most billing vendors have an existing interface that will define the formats required. NovusCenter has the flexibility to work with existing formats.

- 1. Upon the Utility's contract with their CIS/billing vendor, Utiliuse will require an extract of the Utility's current billing database. Utiliuse will supply the required file upload template.
- 2. Work with the Utility to clean up and reconcile database. Resolve any issues or concerns with the data file.
- 3. When all issues are resolved, upload final project execution database into NovusCenter.

ii. Billing Software Integration

Utiliuse has included costs for integrating NovusCenter with the Utility's CIS/billing software; however, the billing software provider may impose separate fees for extract and meter swap integration with NovusCenter. Utiliuse is unable to ascertain additional fees as they are facilitated independently between the billing software provider and the Utility. We assume the billing software provider will impose one-time integration charges to the Utility; although occasionally the required services may increase the Utility's annual fees. Utiliuse shall not be responsible for any new or revised fees imposed from the billing software provider.

1. Communicate with the Utility's billing software provider to ensure the electronic meter swap files are formatted correctly for the Utility's billing system.
2. Work with the Utility and billing software provider to test program prior to requiring any data uploads.
3. Verify test is successful and the program is ready for use.

iii. Product Inventory Management System

Installation materials (meters, radios, etc.) will be tracked in NovusCenter throughout the installation process. Utiliuse technicians will check out inventory daily and return unused materials at the end of each business day. Inventory ownership will transfer to the Utility once the installation service has been completed..

1. Request inventory data file and upload into NovusCenter inventory management module.

f. Route Management

- i. With the assistance of the Utility, Aqua-Metric will partition the installation services into designated routes within the Utility's distribution system.
- ii. Service technicians will advance through each route until a majority of meters and/or SmartPoints have been replaced. Our goal is to complete as much of the active route prior to advancing to the next; however, technicians will have to work in multiple routes to accommodate black-out dates and/or productivity. An active route will be considered substantially complete when ninety percent of meters have been installed or Returned to Utility (RTU). Subsequent routes shall be available for installation services prior to route acceptance of the active route.

g. Public Outreach

Aqua-Metric can assist the Utility with developing public outreach initiatives. When applicable, Aqua-Metric can provide the selected notifications at a predetermined price. All documents will be drafted with a final proof provided to the Utility for approval prior to campaign execution. We can use prebuilt templates or create custom artwork to match the Utility's branding.

Available media campaigns include:

- General Notification Letter - Standard 8.5" x 11" paper, full color, #10 envelope with first class postage.
 - General Notification and Appointment Scheduling Postcard – 5.5" x 8.5" 100# gloss cover with UV Coating, double sided full color with first class postage and delivery tracking.
 - Pre- and/or Post-Installation Doorhanger – 4.25" x 11" 100# gloss cover with aqueous coat dual sided color.
 - Digital Video – Up to Two-minute high definition informational video outlining the installation procedure and customer expectations.
- i. Design workshop with the Utility to develop and coordinate artwork for applicable media campaign(s). Workshop should take place no less than four weeks prior to Meter Installation Phase start date.

- ii. Obtain Utility CSV file of recipients with Name, Address, City, State, and Postal Code.
- iii. Draft preliminary media documentation and provide a sample to the Utility.
- iv. Once artwork has been approved, print all paper media campaigns. Average production time is ten business days.
 - a. Doorhangers will be shipped to the project site and to the Installation Project Manager's attention.
 - b. Standard informational postcards will be mailed in bulk to the recipients provided in the Utility's address file.
 - c. When applicable, Aqua-Metric will coordinate the release of postcards used for appointment scheduling with the routes identified in the proposed installation schedule.

At this time, Aqua-Metric's proposal does not include a public outreach program. Pricing for this service can be provided upon request.

h. Consumer Appointment Scheduling

When applicable, Aqua-Metric can assist with scheduling services for inside-set and commercial consumers. Up to three attempts will be made to contact each account; after which the account will be Returned to Utility (RTU). As the first contact attempt, we recommend our scheduling service accompany a Public Outreach campaign to notify consumers of the upcoming meter replacement and how to schedule their appointment. If unsuccessful, the installation technician may attempt to make an unscheduled service call to any accounts within proximity to an address scheduled for a meter replacement. If the first two attempts are unsuccessful, the technician may leave a doorhanger onsite notifying a final attempt prior to turning over to the Utility.

- i. Coordinate Public Outreach campaign(s) to notify consumers of the upcoming meter replacement and any requirements of the consumer.
- ii. Setup an online appointment scheduling website.
- iii. Setup a call center with toll-free phone number.
- iv. Coordinate online appointments with workorder in NovusCenter.

At this time, Aqua-Metric's proposal does not include customer appointment scheduling. Pricing for this service can be provided upon request.

Meter Installation Phase

1. Meter Installation Kick-Off

- a. Kick-off Meeting (at least two weeks prior to beginning meter installations)
 - i. Discuss all processes and tasks developed, outstanding and completed, during the pre-installation phase.
 - ii. Review and assess installation expectations.
 - iii. Review and refine Aqua-Metric and Utility responsibilities during installation phase.
 - iv. Setup periodic recurring project progress meetings.
- b. Mobilization
 - i. Setup field office(s) for field managers and crew members.
 - ii. Deliver special equipment, if needed, to the jobsite.
 - iii. Setup profiles for all onsite staff in NovusCenter.
- c. Receive Materials
 - i. Confirm all materials required for the project have been ordered and/or warehoused.
 - ii. Inspect materials for damage and confirm product configurations are accurate.
 - iii. Take inventory of on-site materials and receive into NovusCenter.

- d. Service Technician Training
 - i. Review occupational safety plan, procedures and documentation.
 - ii. Train field technicians on:
 - 1. Standard installation procedures and any special requirements for the project.
 - 2. Courteous and respectful residential/commercial customer interactions.
 - 3. NovusCenter operation and best practices.
 - 4. Field Troubleshooting.

2. Commence Field Services

- a. Create and assign work orders for each service address in NovusCenter.
- b. Assign inventory materials required for the daily changeouts.
- c. Standard Water Meter Installation Services

Standard Water Meter Installation Services will be provided based upon information provided by the Utility regarding meter type and accessibility. Aqua-Metric assumes all metering data as it pertains to characteristics (size, model, etc.) or any special requirements will be provided in advance of the meter installation services with minimal exceptions. If the installation technician is unable to complete a standard installation service due to inaccurate characteristics, the account will be Returned to Utility (RTU).

Non-standard installation services may be required to facilitate a successful installation. At the Utility's discretion, non-standard installation services may be billed on occurrence or the account will be Returned to Utility (RTU) until the account is serviceable. Additional trip charges may apply for inaccuracies in data, issues outside our control causing extended delays in installation timeframe, or multiple visits to a single service account site to complete the installation service.

- i. Arrive at service address and park curbside. Place traffic rated safety cones to the front and rear corners of vehicle.
- ii. Verify the correct location by validating address and meter number in NovusCenter.
- iii. Inspect the meter to verify the replacement is possible.
- iv. Attempt to notify occupant of a brief water outage. If no occupants are onsite, the technician will proceed with the installation service.
- v. Clear light debris from meter box, if needed, to facilitate meter replacement.
- vi. Shut-off water source and remove meter from service.
- vii. Install new water meter with new appropriately sized gaskets.
- viii. Install SmartPoint
 - 1. Affix SmartPoint transmitter securely to pre-drilled meter box lid. If applicable, technician shall remove preexisting radio transmitters.
 - 2. Connect meter to SmartPoint utilizing existing wire or touch coupled connector. If a hardwired connection is required, technician will use an approved "gel-cap" connector or splice kit.
 - 3. Activate the SmartPoint and confirm communications have been established.
- ix. Document data in NovusCenter
 - 1. Record old meter and/or radio transmitter data.
 - 2. Capture images of worksite prior to commencing installation services.
 - 3. Barcode scan new meter and/or radio transmitter.
 - 4. Capture images of:
 - a. Installation site pre- and post-installation.
 - b. Older meter serial number and final reading.

- c. New installed meter.
 - d. SmartPoint activation screen.
 - e. Relative meter location in relation to dwelling.
 - 5. Capture screen confirmation of radio communications from the activation screen.
 - 6. Document any comments isolated to installation services with images; including, but not limited to recommended services, special project notes, unstable conditions, etc.
 - x. Restore water service and check for leaks. Leave a doorhanger with recommendations to help purge air from the water lines.
 - xi. Replace meter lid and clean up and remove trash and/or retired meter from jobsite
- d. Non-Standard Installation Services

Non-standard installation services will be priced separately from standard installation services as incidental labor only. If the Utility prefers, Aqua-Metric can provide materials as needed to perform non-standard installation services at cost plus fifteen percent. Aqua-Metric has provided incidental service pricing based on previous experience and/or a meter survey. Aqua-Metric will invoice the Utility only those items which are required to complete standard installation services per service address.

The Utility may preauthorize non-standard installation services to be performed by the installation technician while onsite at the service address. Any site we believe to require additional services and not preauthorized by the Utility will be flagged Return to Utility (RTU) and the Utility will be notified for approval. No additional work at the service address in question will be performed without prior consent from the Utility. The Utility, at its discretion, may perform the required services or authorize Aqua-Metric to carry out the additional services at a predefined cost.

Unique circumstances may require additional services that have not been previously identified within our incidental pricing. These will be discussed with the utility on occurrence.

- i. Water Meter Register Replacement – Replace and program a non-intrusive (water does not require to be shutoff) water meter register with a compatible register. Intrusive (water shutoff required) register replacements will be priced according to the site requirements and coordinated with the Utility.
- ii. SmartPoint Installation and Activation Only – Site visit to install and activate SmartPoint. Unit price per port.
- iii. Register Reprogram – Reprogram registers encoded output multiplier to meet network resolution requirement.
- iv. Lid Modifications (plastic or iron) – Modify the meter box lid with a 1.75" diameter hole to accommodate the SmartPoint. This may be performed onsite or at a predefined location. Concrete lid modifications will be assessed with the Utility as required.
- v. Replace Curb Stop, Meter Tail, and/or Meter Box Lid – Pre-existing conditions may require replacement of curb stop, meter tail, and/or meter box lids. The Utility can provide a seed stock of materials for the technician to have available or we can provide required materials at cost plus fifteen percent.
- vi. Meter Resizing (special job hourly rate) – Increasing or decreasing the size of the meter other than what is pre-existing. Pricing will be determined per each account's requirements.
- vii. Installation or Removal of Bushing Adaptors (5/8" – 1" only) – Anytime we have to remove, reuse, or install a bushing adapter.
- viii. Pull Meter Only – Shut off curb stop and remove water meter from the service account.
- ix. Install Meter Resetter/Riser – Labor to install meter resetter or riser.

- x. Replace, Remove, or Set Meter Box to Grade – Labor to adjust, replace, or remove a meter box which is preventing a successful installation.
 - xi. Special Job Hourly Rate – Hourly rate per technician for ancillary services required to successfully complete an installation service. Hourly rate will be billed at one-hour minimum and 15-minute increments thereafter.
 - xii. Splice Wire Fee – Service to attach a wired register to: a) a pigtail for attachment of a register to a radio; or, b) to directly attach a wired register to a radio.
 - xiii. Meter Survey – Perform a survey on a predefined percentage of residential and/or commercial water, electric, and/or gas meters.
 - xiv. Meter Box Vacuuming – Service to clear dirt, mud, or standing water from meter boxes.
 - xv. Direct Connect – Service to sever pipe connection, replumb and install meter coupling.
 - xvi. Freeze Line – Temporarily freeze water line perform meter replacement when inside control valve or outside curb stop is incapable of disconnecting water service.
 - xvii. Running Additional Wire (Per Foot) – When applicable (inside meter sets), Aqua-Metric will install up to ten linear feet of additional wire as part of the standard installation service. Additional wire may be run per linear foot as needed. Additional wire shall be procured by the Utility or the product supplier.
- e. Service Point Acceptance
- i. Once a SmartPoint has successfully transmitted three readings over a four-day window, the installation account will be deemed complete; at which point the responsibility to maintain and manage the field asset(s) will be transferred to the Utility.
 - ii. Aqua-Metric will work with the network implementation team to generate a report documenting which meters/SmartPoints have not successfully transmitted to the network infrastructure. Any meters and/or SmartPoints that fail before these criteria has been met will be readdressed immediately by the Project Supervisor and/or field technician.
- f. Quality Audits
- i. The Field Project Manager will perform weekly quality control evaluations on five percent of completed installation work orders. Service addresses will be selected at random to be reviewed for proper installation and data collection.
 - ii. Aqua-Metric’s Data Analyst will review data quality within NovusCenter to confirm proper collection of installation and metering data while recording and tracking any anomalies.
- g. Troubleshooting and Quality Control
- i. Work with the Utility and/or Sensus to validate transmitter communications. Once the installation service is complete and the SmartPoint has made three successful transmissions over a four-day window, it will be considered a successful installation and transferred to the Utility.
 - ii. Work alongside with the network implementation team to troubleshoot any performance or communication issues. Develop a resolution plan to correct issues resulting from faulty installation services.
3. Reports
- Aqua-Metric will provide the following report(s) as needed:
- a. Swap file report – Information for billing system updates.
 - b. Installation report – Total quantities of installed product for the previous week and a total of installs to date.
 - c. Return to Utility (RTU) Report – All accounts that have been Returned to Utility (RTU).

- d. Quality Assurance Report – Contains the results of evaluations performed on 5% of the completed installations.
- e. Route Schedule Report – Details the current route/routes completion and projected route sequence.
- f. Incident Report – Document any reported issues involving Aqua-Metric personnel, installation issues, customer complaints, accidents and/or damages.

Project Closeout Tasks

- 1. Route Acceptance
 - a. Verify all meters and SmartPoints that could be installed have been successfully installed and all exception (RTU) accounts have been returned to the Utility.
 - b. Verify all routes have been signed off and accepted by the Utility.
 - c. Work with network implementation team to generate an electronic report demonstrating all service accounts are operational in the system.
- 2. Demobilization
 - a. Clean up and return any facilities provided by the Utility.
 - b. Return any Utility provided equipment to appropriate personnel.
 - c. Remove any storage containers, waste and recycling receptacles, or special equipment provided for the project.
 - d. If applicable, transfer planned inventory back to the Utility.
- 3. Project Acceptance Sign-Off
 - a. Provide Project Acceptance documentation
 - i. Final List of RTUs
 - ii. Route Sign-Offs

Standard Installation Warranty

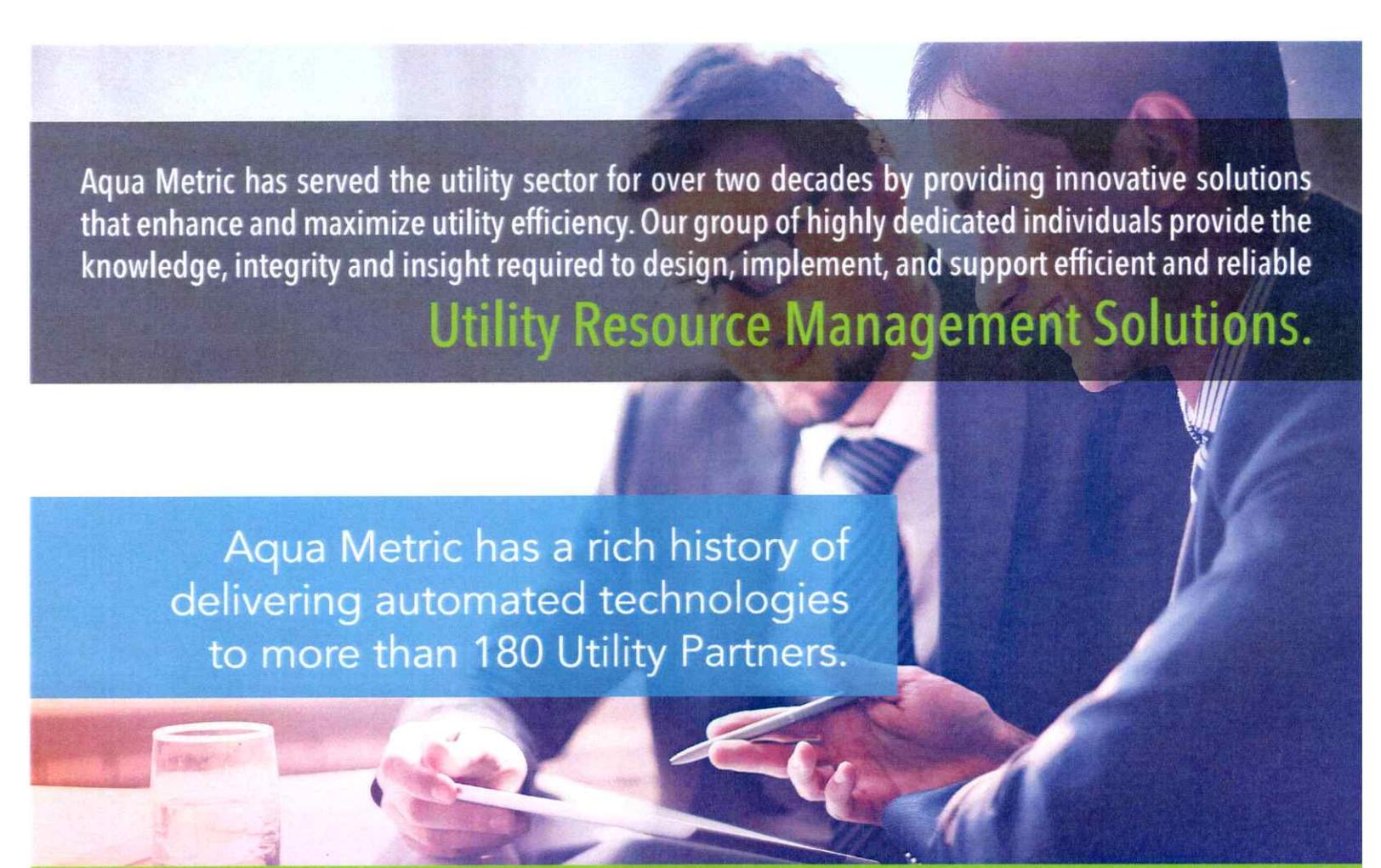
- 1. Aqua-Metric warrants the quality of workmanship and services provided to be reasonably free from defects up to twenty-four inches from the meter box on the consumer side for thirty days including the date the service was provided. Warranty is only applicable if the failure is evident, without doubt, of a faulty installation service.
- 2. Aqua-Metric's installation warranty does not include defects as a result of tampering, vandalism, negligence, or "Acts-of-God".
- 3. Aqua-Metric does not warrant defective product(s) or materials used to complete the installation service. Such failures will be subject to the manufacturer(s) product warranty. All product or material warranty concerns shall be facilitated by the product supplier(s) and/or manufacturer(s). Upon request, Aqua-Metric can provide pricing for additional services to replace defective product(s).
- 4. Aqua-Metric does not warranty service line damage(s) resulting from non-approved materials or the service line is not up to code compliance.
- 5. Due to age and instability of galvanized lines, Aqua-Metric installation does not warranty damage(s) on either the distribution or consumer side of the water meter. Any repairs to galvanized lines will be performed at the Special Job Hourly Rate.

Clarifications

- 1. Standard Water Meter Installation Services are non-inclusive of the item(s) detailed in our Non-Standard Installation Services and/or any special plumbing requirements on either the distribution or consumer side. Non-Standard Installation Services will be priced with the assumption the service work will be performed during the initial site visit. The Utility may preauthorize any or all of the Non-Standard Installation Services in advance

to prevent delays in production schedules. Non-Standard Installation Service pricing may increase if the services are requested after the initial site visit.

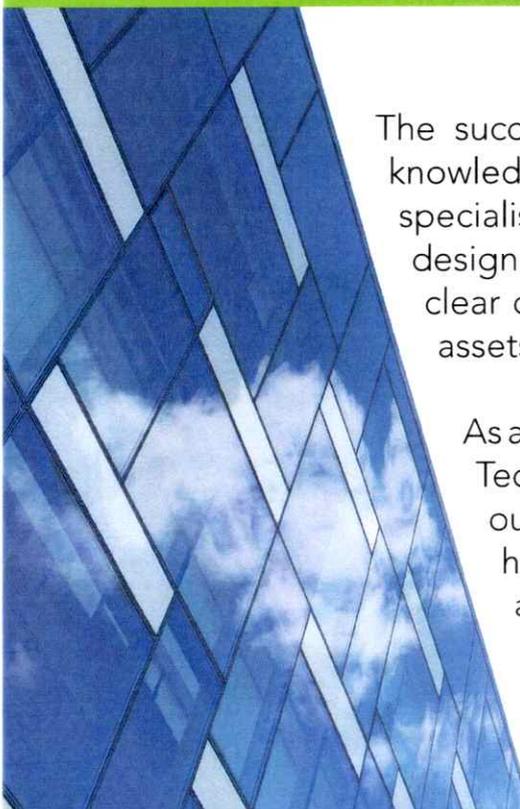
2. Any account which the meter is unable to be located, is inaccessible, requires special equipment, additional materials or labor to successfully complete will be flagged as Returned to Utility (RTU). No additional work will be provided without prior authorization from the Utility.
3. Additional Site Visit fees will be applied in addition to the labor and/or material costs for each additional site visit(s) to perform/complete service work and/or troubleshoot miscellaneous issues or concerns that are not a direct result of an inadequate installation service.
4. Prescheduled appointments which have not been cancelled or rescheduled at least 24 hours prior to the technician's arrival will incur a truancy fee.
5. All materials removed from the field, e.g. old meters, broken or defective boxes, or debris, will be disposed of per predefined terms.
6. Should a water meter box need to be removed and takes longer than twenty minutes to clear due to uncontrolled circumstances (excessive roots, rocks, size variance, etc.), special job hours will apply for the additional time required to complete the work.
7. If the water line springs in after meter removal or if the new meters do not fit with standard meter gaskets, special job hours will be applied to correctly install the new water meter. Should the setting require a complete meter replumb, appropriate fees will apply.
8. Installation services do not include alterations or restorations to concrete, asphalt or landscaping. These accounts will be Returned to Utility (RTU) on occurrence and quoted accordingly prior to proceeding with the alteration or restoration service(s).



Aqua Metric has served the utility sector for over two decades by providing innovative solutions that enhance and maximize utility efficiency. Our group of highly dedicated individuals provide the knowledge, integrity and insight required to design, implement, and support efficient and reliable

Utility Resource Management Solutions.

Aqua Metric has a rich history of delivering automated technologies to more than 180 Utility Partners.



The success of any automated system is largely dependent on the knowledge and proficiency of technical support. As an integration specialist, Aqua Metric offers strategic project management throughout design inception, implementation, installation and support to facilitate clear communication between hardware, software, applications and assets within your network.

As a Sensus Certified Value Added Reseller (VAR), Aqua Metric's local Technology Department delivers best-in-class support to each of our clients ensuring that your automated system operates at the highest possible level of efficiency. From the conceptualization and initial installation through project closure and beyond, Aqua Metric works with each client to provide the technical support required for optimal system operation.

Aqua  Metric

California | Nevada | Texas | Louisiana | Hawaii



California | Nevada | Texas | Louisiana | Hawaii

In addition to the Sensus Software Maintenance Program, Aqua Metric's Value Added Services provide remote and on-site assistance with implementation, integration, maintenance, troubleshooting and diagnosis, software patches and updates. Your Utility will have peace of mind knowing that Aqua Metric and Sensus technical support professionals are available to help design, implement, maintain and support your automated technology throughout the systems life cycle.

Sensus Infrastructure Maintenance and Support

Sensus FlexNet™ Infrastructure Extended Warranty

- Firmware Maintenance / Upgrades
- Remote Diagnostics of Operational Issues
- Repair or Replace Defective Parts or Units
- Discounted Field Installation Services

Sensus FlexNet™ Software Maintenance

Licensed and Software-as-a-Service Models

- FCC Spectrum License Renewals
- Telephone Support
- Remote Diagnostics of Software Problems
- Software Updates
- AutoRead Annual Support (If Applicable)
- Loaner Programming Equipment

Software-as-a-Service Model Only

- Daily Backup
- Data Replication to a Disaster Recovery Site
- Anti-Virus and Malware Subscription and Scanning
- Operating System Support, Troubleshooting, Security Patching and Upgrades
- Linux Red Hat, Microsoft Windows Server, Microsoft SQL Server and Oracle Ongoing Maintenance
- Hardware Maintenance or Refresh

Aqua Metric Value Added Services

- On-Site and Remote Technology Support
- Remote Diagnostics of Software Problems
- Hardware and Software Troubleshooting and Diagnostics Assistance
- Technical Support for Field Troubleshooting
- Training and Support for Sensus Basestation Firmware Maintenance and Updates
- Training and Subject Matter Expertise for Basestation Backup/Restore Procedures
- Training and Ongoing Subject Matter Expertise for the Sensus RNI
- Training and Support for Broadcasting Meter Firmware Updates
- Assistance with Creating and Maintaining Meter Profiles within Sensus RNI
- Ongoing Subject Matter Expertise Related to Meter Installation and Configuration Processes
- Ongoing Subject Matter Expertise on Sensus Products and Tools
- Ongoing Subject Matter Expertise to Diagnose and Resolve AMI Network Issues
- Ongoing Subject Matter Expertise and Recommendations for Updates of FlexNet Systems and Interfaces
- Tracking of Meter Return Material Authorization (RMA) Process
- Tracking and Handling for New Meter Provisioning
- Periodic Sensus Basestation Health Check-Up



EXHIBIT "B"
Insurance Coverage Required

SECTION A. Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO AWARD THIS CONTRACT UNTIL CERTIFICATES HAVE BEEN DELIVERED TO THE CITY.

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage's and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as Contractor.

SECTION C. Subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof; at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City of Seagoville, in the following type(s) and amount(s):

1. *Workers' Compensation*

(a) Statutory Limits:

(b) Employers' Liability - Worker's compensation as required by Texas law with the policy endorsed to provide a waiver of subrogation as to the city, employer's liability insurance of not less than \$100,000 for each accident.

2. *General Liability*

(a) Combined bodily injury - \$1,000,000 per occurrence and property damage

(b) General - \$1,000,000 aggregate. Where work is being performed in connection with an existing facility owned or leased by the City, the policy shall include fire legal liability of not less than \$100,000 per occurrence.

3. *Auto Liability*

(a) Bodily injury - \$500,000

(b) Property damage - \$300,000 or combined single limits. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with minimum limits of \$300,000, combined single limit each occurrence, for property damage, such insurance to include coverage for loading and unloading hazards.

Certificates of insurance of each policy shall be delivered to the City Purchasing office along with a statement of endorsement from each insurance company that such policy shall not be canceled, non-renewed, or materially changed without thirty days' written notice being given the City. Prior to the effective date of cancellation of such insurance, non-renewal, or material change, Contractor shall deliver to the City a replacement certificate in compliance with this contract.

Contractor will assume complete responsibility for any claim of property damage, loss, theft, or bodily injury, which may directly or indirectly arise from the Contractor's performance under the terms of the contract. Contractor will hold harmless, release, and defend the City from all claims of liability that directly or indirectly arise under the terms of the contract. Contractor will be required to furnish the City a certificate and copies of public liability insurance in the minimum amount of \$1,000,000 for combined single limits.

- Alternatively, a State of Texas Certificate of Self-Insurance may be furnished in lieu of a certificate evidencing Worker's Compensation Insurance. Employers who have rejected the Act, and have not been certified as self-insured employers, may not be eligible for a contract award.

NOTE: The City of Seagoville shall be named as an additional insured party on Contractor's general liability policy and any excess/umbrella liability insurance policies.

Regular Session Agenda Item: 17

Meeting Date: October 7, 2019

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing a Tax Exempt Public Property Finance Act Contract with Government Capital Corporation, in an issuance amount not to exceed 1,822,500.00, to finance the purchase and installation of an Advanced Metering Infrastructure (“AMI”) system and cover the costs of issuance; authorizing the City Manager to execute the contract and any documents necessary to accomplish; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

This contract will allow the City to finance the advanced metering infrastructure “AMI” system and pay it out over the next 3 years. The benefit of this finance is it allows the city to make the purchase out of the normal operating budget while keeping up our reserves.

FINANCIAL IMPACT:

The requested agreement presented to and approved through the 2019 / 2020 budget and financial meeting.

RECOMMENDATION:

The Water/Sewer Department recommends that Council approve this contract.

EXHIBITS:

Resolution
Exhibit “A”

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO. __ - 2019**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING A TAX EXEMPT PUBLIC PROPERTY FINANCE ACT CONTRACT WITH GOVERNMENT CAPITAL CORPORATION, IN AN ISSUANCE AMOUNT NOT TO EXCEED \$1,822,500.00, TO FINANCE THE PURCHASE AND INSTALLATION OF AN ADVANCED METERING INFRASTRUCTURE ("AMI") SYSTEM AND COVER THE COSTS OF ISSUANCE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND ANY DOCUMENTS NECESSARY TO ACCOMPLISH; AND PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville desires to enter into Finance Agreement with Government Capital Corporation, for the purpose of financing an (AMI) Advanced Metering Infrastructure System on the terms set forth in the attached Exhibit "A"; and

WHEREAS, the City desires to designate such Finance Agreement as a "qualified tax-exempt obligation" of the City for the purpose of Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the City desires to authorize Patrick Stallings, City Manager to execute said Finance Agreement and any other documents necessary for the financing to be accomplished under the terms set forth in the attached Exhibit "A."

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

SECTION 1: The City of Seagoville hereby authorizes the City Manager to execute a Tax Exempt Public Property Finance Act Contract with Government Capital Corporation in an amount not to exceed One Million, Eight Hundred Twenty-Two Thousand, Five Hundred (\$1,822,500.00) Dollars and under the terms set forth in the attached Exhibit "A," for the purpose of financing an (AMI) Advanced Metering Infrastructure System and the related issuance costs (the "Finance Agreement") and any other documents necessary to accomplish said financing.

SECTION 2: That the Finance Agreement by and between the City of Seagoville and Government Capital Corporation is designated by the City as a "qualified tax-exempt obligation" for the purposes of Section 265 (b)(3) of the Internal Revenue Code of 1986, as amended.

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

SECTION 4. That all provisions of the Resolutions of the City of Seagoville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 5. This resolution shall take effect immediately from and after its passage and it is accordingly resolved.

DULY PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, this the 7th day of October, 2019.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(TM 111274 100119)

EXHIBIT "A"



GOVERNMENT CAPITAL
CORPORATION

345 Miron Drive Southlake Texas 76092 (800) 883-1199

Thursday, October 1, 2019

Justin
Hamilton
Aqua
Metric
2205 W. Division St,
Ste H4 Arlington, TX
76012

Dear Justin

Thank you for the opportunity to present proposed financing for The City of Seagoville. I understand The City is considering the acquisition of an AMI System from Aqua Metric, and is interested in utilizing Tax Exempt financing. I am submitting for you and the City's review the following proposed financing structures.

ISSUER: City of Seagoville, TX
FINANCING STRUCTURE: Tax Exempt Public Property Finance Act Contract

PROPOSED PROJECT AMOUNT: \$ 1,800,000.00
COST OF ISSUANCE (.0125) \$ 22,500.00
TOTAL ISSUANCE: \$ 1,822,500.00

PAYMENT TERM: **2 Annual Pmts 3 Annual Pmts**
INTEREST RATE: 2.25% 2.25%
ANNUAL PAYMENT AMOUNT: \$ 942,118.73 \$ 635,040.24

First Payment will be due 1 year in Arrears with subsequent payments due annually thereafter.

The above proposal provides for and issuance fee of .0125% to be charged for all associated documentation fees. This fee has been incorporated in the financed amount and is reflected in the above calculated payments.

The above proposal is an expression of interest, subject to audit analysis and mutually acceptable documentation and is not a binding commitment. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates and terms may be indexed to current market at that time.

Our finance programs are extremely flexible and our goal is total customer satisfaction. If you have any questions or wish to consider other payment terms, frequencies or conditions, please contact me toll free at (800) 883-1199 x116.

With Best Regards,

Kevin D. Lerner

Kevin D. Lerner
Vice President, Public Finance

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC;(i)is acting solely for its own financial and other interest that may differ from yours;(ii)is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.

Regular Session Agenda Item: 18

Meeting Date: October 7, 2019

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Seagoville Economic Development Corporation's expenditure of \$99,950 to GSC Gale Sign Consultants for the purchase of a LED Sign; authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

SEDC Board Chair Jose Hernandez asked staff to investigate options for the purchase and installation of a LED sign at C.O. Bruce Central Park to be utilized to advertise local community events such as board meetings, festivals etc. Staff obtained three (3) quotes from local vendors and narrowed the search for a company to one (1) vendor that provides a turnkey purchase, installation and training option for the Board to consider. At a regular meeting of the SEDC on September 23, 2019, the Board reviewed all quotes obtained and voted to accept the recommendation of staff to purchase the LED sign from GSC Gale Sign Consultants.

Staff is recommending approval of this SEDC expenditure to GSC Gale Sign Consultants because they offer a turnkey purchase, engineering, installation and training for their product.

FINANCIAL IMPACT:

SEDC Budget for this project is \$100,000. The proposed cost is \$99,950.00

RECOMMENDATION:

Staff recommends approval of this SEDC expenditure to GSC Gale Sign Consultants at a cost of \$99,950.00

EXHIBITS:

Resolution
Exhibit "A" - Quote GSC Gale Sign Consultants (\$99,950.00)

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION'S EXPENDITURE OF \$99,950 TO GSC GALE SIGN CONSULTANTS FOR THE PURCHASE OF A LED SIGN; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, staff was requested to obtain quotes for the purchase and installation of a LED sign to be located at C.O. Bruce Central Park for the purpose of advertising and promoting park and community events notices; and

WHEREAS, staff obtained three (3) quotes from local vendors and upon review of each, staff has narrowed the search to one (1) vendor that provides a turnkey purchase, engineering, installation and training option; and

WHEREAS, staff submitted the quotes and made recommendation that the SEDC Board approve the purchase of the LED sign from GSC Gale Sign Consultants because they do offer turnkey purchase, engineering, installation and training for their product; and

WHEREAS, on September 23, 2019, the SEDC Board of Directors met and approved the expenditure to purchase the LED sign from GSC Gale Sign Consultants; and

WHEREAS, the City Council hereby approves the expenditure to GSC Gale Sign Consultants for the purchase of a LED sign to be located at C.O. Bruce Central Park in an amount not to exceed Ninety-Nine Thousand Nine Hundred Fifty Dollars and no cents (\$99,950.00).

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

Section 1. The City Council hereby approves the expenditure to GSC Gale Sign Consultants for the purchase of a LED sign to be located at C.O. Bruce Central Park in an amount not to exceed Ninety-Nine Thousand Nine Hundred Fifty Dollars and no cents (\$99,950.00) as set forth in the quote, a copy of which is attached hereto and incorporated herein as Exhibit A, and the City Manager is hereby authorized to execute any and all documents necessary to complete the project.

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

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

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

Section 4. This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 7th day of October, 2019.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(:cdb 10.01.2019)

EXHIBIT "A"

GSC GALE SIGN CONSULTANTS
1017 GRIMES DR.
FORNEY, TX 75126
DAVE L. GALE - OWNER
CELL: 972-742-3935

DATE: 8/22/19
QT: SEAGOVILLE PARK
EMC SIGN PACKAGE

PURCHASE AGREEMENT

CITY OF SEAGOVILLE
702 N. HWY. 175
SEAGOVILLE, TX 75159
ATTN: LADIS BARR, CDD

JOB: BRUCE CENTRAL PARK
1801 N. HWY. 175
SEAGOVILLE, TX 75159

1. SURVEY LOCATION AND DETERMINE BEST LOCATION FOR THE BILLBOARD SIZED EMC SIGN. HAVE SIGN ENGINEERED TO HOLD @ 4,000# OF EMC SIGNS INCLUDING CABINET. ENGINEERING COST \$300.00 (INCLUDED). SIGN PERMIT COST PRESUMED N/C BY CITY.

2. COORDINATE WITH THE SIGN MANUFACTURER, PROVIDE TOP OF THE LINE, EMC 10 mm FULL COLOR RGB-SMD PIXELS (224 X 468). DISPLAY AREA IS 7'-4" X 14'-8" VIEWING AREA, FLAT BLACK ALUMINUM CABINET SURROUND. SIGN IS MANUFACTURED TO DELIVER AND INSTALL ONE STANDARD SIGN DESIGNED FOR INCREASED STRUCTURE PER ENGINEERING REQUIRED BY STATE. COST INCLUDES SIGNS, INSTALL, EMPLOYEE TRAINING INCLUDED (IN PERSON AND VIA INTERNET), 5 YEAR PARTS WARRANTY, 1 YEAR LABOR WARRANTY. STANDARD JIFS TO SHOWCASE EVENTS AND HOW TO MAKE THEM. 4G ROUTER INCLUDED AND 4G 5 YEAR SERVICE INCLUDED IN THE COST. SEE GRAPHICS FOR DETAILS. COST INCLUDES STANDARD SHIPPING AND SIGN WILL TAKE @ 8 TO 12 WEEKS FOR DELIVERY AND SET UP, ONCE PERMIT IS APPROVED, SIGN CONTRACT AND DEPOSIT ARE MADE. ACKNOWLEDGMENT THAT SIGN WILL NEED TO BE PAID FOR IN ADVANCE, PRIOR TO SHIPPING IS STANDARD WITH ALL EMC SIGN COMPANIES. THIS SIGN WILL BE INSTALLED AND COORDINATED BY GSC ONCE INCLUDING MARKING LOCATION AND INSTALL OF STRUCTURE AND SIGN. INSTALLATION COST 50% DEPOSIT IS DUE WITH ORDER AND BALANCE UPON COMPLETION. SEE ENGINEERING AND GRAPHICS FOR DETAILS. EMC COST...S 89,950.00. INSTALLATION COST \$10,000.00 TO MEET BUDGET REQUIREMENTS. THIS IS SPECIAL PRICING AND WILL NOT BE DUPLICATED AT THIS PRICING.

SCOPE OF WORK ABOVE.....	\$	99,950.00
APPLICABLE TAX (CITY OWNED).....		00.00
EXPEDITED SHIPPING.....		<u>INCL</u>
TOTAL.....	\$	99,950.00

ELECTRICAL TO THE SIGN BY OTHERS. IF ELECTRICAL IS EXISTING AND WITHIN 3 FEET OF J-BOX AT THE BOTTOM OF THE POLE, FINAL ELECTRICAL IS INCLUDED.

PAYMENT TERMS

TERMS: \$49,975 DEPOSIT IS DUE UPON APPROVAL OF CONTRACT ORDER. SIGN MANUFACTURE AND DELIVERY WILL TAKE 4 TO 8 WEEKS. REMAINING EMC BALANCE DUE WHEN SIGN IS READY TO SHIP (\$44,975.00). DELIVERY IS 5 - 7 WEEKS FROM TIME VENDOR RECEIVES DEPOSIT AND 7 DAYS ONCE FINAL PAYMENT IS RECEIVED.

MAKE ALL CHECKS TO GALE SIGN CONSULTANTS. SIGN WILL GO UP WHEN THE POLE SIGN GOES UP, WHICH IS @ 2-3 WEEKS AFTER THE EMC ARRIVES AT OUR SHOP. ALLOW FOR WEATHER AND HOLIDAYS. BALANCE DUE UPON COMPLETION (\$5,000.00). SEE FACT SHEET FOR DETAILS.

PURCHASER _____ TITLE _____ DATE _____

PURCHASER WARRANTS THAT THE CONTRACT HAS BEEN READ, IS UNDERSTOOD AND AGREED TO AS IT IS WRITTEN ABOVE AND ON BOTH WARRANTY PAGES. SIGN IS MADE IN PARTNERSHIP WITH 3D SIGNS, TX ELECTRICAL SIGN CONTRACTORS LICENSE, TXDLR#18532

G S C - GUARANTEE AND WARRANTY INFORMATION IS PART OF THE PURCHASE AGREEMENT:

1. GSC TRANSFERS ALL WARRANTIES OF THE VARIOUS MANUFACTURERS AND INSTALLERS USED ON ANY PARTICULAR PROJECT. COMPANY MUST BE GIVEN NOTICE TO POSSIBLE WARRANTY SITUATIONS AND ALLOWED TO RECTIFY SUCH POSSIBLE GUARANTEE SITUATIONS BEFORE PURCHASER CAN AUTHORIZE WARRANTY WORK OR IT CAN BE PAID FOR UNDER WARRANTY TERMS.
2. ANY DEVIATIONS FROM WORK OUTLINED IN THIS PURCHASE AGREEMENT REQUESTED BY THE PURCHASER OR DICTATED BY ON SITE CONDITIONS INVOLVING EXTRA CHARGES REQUIRE A WRITTEN CHANGE ORDER AND CAN CAUSE ADDITIONAL CHARGES ADDED TO PURCHASERS FINAL INVOICE.
3. IN THE EVENT PURCHASER REFUSES OR NEGLECTS TO ACCEPT MATERIAL AND OR LABOR TENDERED BY COMPANY, OR SHOULD PURCHASER DEFAULT IN PAYMENTS WHEN DUE AS HEREIN PROVIDED, COMPANY MAY DECLARE THE ENTIRE BALANCE DUE AND PAYABLE AND CAN REMOVE SIGN UNTIL PAYMENT IS MADE.
4. **COMPANY GUARANTEES MATERIALS AND/OR INSTALLATION AGAINST DEFECTS FOR A PERIOD OF TWO YEARS FROM DATE OF INSTALLATION, INCLUDING LED'S, POWER SUPPLIES AND BALLASTS (LAMPS ARE NOT COVERED FOR MORE THAN 1 YEAR).** COMPANY SHALL NOT BE RESPONSIBLE FOR ANY REPAIRS IN THE EVENT THAT PURCHASER HAS FAILED TO MAKE PAYMENT WHEN DUE UNDER THE TERMS OF THIS AGREEMENT. **ALL SIGNS MUST BE ON A PIN TIMER (NO PHOTO CELLS) OR WARRANTY IF VOIDED. LEAVING SIGNS ON 24/7 VOIDS WARRANTY.**
5. IT IS UNDERSTOOD AND AGREED THAT ALL GASEOUS CONDUCTOR TUBES (NEON, ARGON, MERCURY, ETC), HAVE AN INHERENT TENDENCY TO CHANGE COLOR AND INTENSITY PROPORTIONATE TO THEIR BURNING HOURS, INTENSITY OF MERCURY FILLED TUBES MAY ALSO BE AFFECTED BY COLD WEATHER.
6. PURCHASER WILL SAVE COMPANY HARMLESS FROM ANY LIABILITY BY REASON OF ANY DAMAGE DONE TO PROPERTY, OR INJURY TO PERSONS CAUSED BY THE INSTALLATION OR FALLING SIGN OR ANY PART THERE OF DURING INSTALLATION.
7. SHOULD PAYMENT NOT BE MADE IN A TIMELY FASHION (60) SIXTY DAYS MAXIMUM, COMPANY RESERVES THE RIGHT TO REMOVE SIGN AND RETAIN POSSESSION UNTIL FULL PAYMENT IS MADE AND AN ADDITIONAL CHARGE FOR REINSTALLATION IS PAID IN ADVANCE.
8. SHOULD CONTRACT COME UNDER LEGAL DISPUTE, PURCHASER AGREES TO PAY ALL ATTORNEY FEES AND LEGAL FEES INVOLVED IN THE ARBITRATION OF THIS CONTRACT. ALL LEGAL PROCEEDINGS WILL BE IN THE COUNTY OF KAUFMAN, STATE OF TEXAS.
9. PURCHASE AGREEMENT IS NOT VALID UNTIL A NONREFUNDABLE DEPOSIT IS RECEIVED AT COMPANY HEADQUARTERS IN FORNEY, TEXAS. ANY PERMITS OBTAINED BEFORE DEPOSIT IS RECEIVED ARE DUE AND PAYABLE WHETHER CONTRACT DEPOSIT IS RECEIVED OR NOT, AS LONG AS A SIGNED CONTRACT HAS BEEN RECEIVED IN ANY MANNER (FAX -E-MAIL OR MAIL).
10. SHOULD THERE BE A DEVIATION BETWEEN THE PURCHASE AGREEMENT AND THE GRAPHICS FURNISHED, PURCHASE AGREEMENT SHALL TAKE PRECEDENCE AND BE DEEMED THE OVERRIDING FACTOR OF WHICH IS TO BE BUILT AND INSTALLED. PLEASE REVIEW GRAPHICS FOR DETAILS OF COLOR, SIZE AND LOCATION TO BE INSTALLED.
11. PRIMARY ELECTRICAL TO SIGN IS NOT COVERED UNDER THIS CONTRACT AND IS TYPICALLY REQUIRED TO BE DONE BY A LICENSED ELECTRICIAN. BY VARIOUS CITY AND LOCAL CODES. SIGNS WILL ALL BE BUILT TO UNDERWRITERS LABORATORIES STANDARDS (U.L. APPROVED) AND THE NATIONAL ELECTRIC CODE. **GSC NOT RESPONSIBLE FOR ROOF PENETRATIONS OR REPAIRS, EVEN WHEN REQUIRED FOR INSTALLATION.**

G S C GALE SIGN CONSULTANTS

1017 GRIMES DR. FORNEY, TX 75126

DAVE L. GALE CELL (972) 742-3935 E-MAIL: DAVE@GSCSIGNS.COM

SIGNS ARE MADE IN PARTNERSHIP WITH 3 D SIGNS & GRAPHICS. TX ISSUED

ELECTRICAL SIGN CONTRACTORS LICENSE. TDLR#18532

Regular Session Agenda Item: 19

Meeting Date: October 7, 2019

ITEM DESCRIPTION:

Discuss and consider approving a Resolution approving the Seagoville Economic Development Corporation's expenditure to Griffith Roofing Company, Inc. to perform the roof repairs set forth in the scope of work attached hereto as Exhibit "A" in an amount not to exceed Fifteen Thousand Dollars and No Cents (\$15,000.00) and authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

BACKGROUND OF ISSUE:

The demolition of 113 and 115 N. Kaufman Street have necessitated the installation of a roof cap system to ensure against leaks adjacent to the demolition area. The City and the EDC have utilized Griffith Roofing Company to provide roofing construction on the existing City Hall and the SEDC Buildings. Griffith Roofing is on Buy Board and they currently have a warranty on work performed on the SEDC buildings.

At its regular meeting on September 23, 2019, the SEDC Board of Directors voted to approve and authorize Griffith Roofing Company to perform the roof repairs set forth in the scope of work attached hereto in an amount not to exceed Fifteen Thousand Dollars (\$15,000).

Staff recommends approving the attached scope of work for this roofing project.

FINANCIAL IMPACT:

SEDC Budget \$15,000 (includes a five (5) year warranty on workmanship)

RECOMMENDATION:

Staff recommends approving the scope of work with Griffith Roofing Company, Inc.

EXHIBITS:

Resolution

Exhibit A - Scope of work/quote from Griffith Roofing Company Inc.

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION'S EXPENDITURE TO GRIFFITH ROOFING COMPANY, INC. TO PERFORM THE ROOF REPAIRS SET FORTH IN THE SCOPE OF WORK ATTACHED HERETO AS EXHIBIT "A" IN AN AMOUNT NOT TO EXCEED FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$15,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the demolition of the SEDC owned buildings known as 113 and 115 N. Kaufman has necessitated the installation of a roof cap system to ensure against leaks adjacent to the demolition area; and

WHEREAS, Griffith Roofing Company, Inc. ("Company"), who currently has a warranty on work performed on the SEDC buildings, is on Buy Board and has been utilized by the City of Seagoville and SEDC in the past; and

WHEREAS, on September 23, 2019, the SEDC Board of Directors met and approved the expenditure to authorize Griffith Roofing Company, Inc. to perform the roof repairs; and

WHEREAS, the City Council hereby approves the expenditure to authorize and approve Griffith Roofing Company, Inc. to perform the roof repairs set forth in the scope of work attached hereto as Exhibit "A" in an amount not to exceed Fifteen Thousand Dollars and no cents (\$15,000.00).

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

Section 1. The City Council hereby approves the expenditure to authorize and approve Griffith Roofing Company, Inc. to perform the roof repairs set forth in the scope of work attached hereto as Exhibit "A" in an amount not to exceed Fifteen Thousand Dollars and no cents (\$15,000.00), and the City Manager is hereby authorized to execute any and all documents necessary to complete the project.

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

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

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

Section 4. This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 7th day of October, 2019.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(:cdb 10.01.2019)

Regular Session Agenda Item: 20

Meeting Date: **October 7, 2019**

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute a Work Order Authorization Agreement with Halff Associates, Inc. for Professional Engineering Services on a Task Order Basis for Development Plan Review Assistance; in an amount not to exceed Twenty Nine Thousand Five Hundred Dollars and No Cents (\$29,500.00) and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville, Texas, desires to continue an Agreement with Halff Associates, Inc. for Development Plan Review Assistance.

Halff Associates, Inc. has provided a proposed Work Order Authorization Agreement for Professional Engineering Services including Development Plan Review Assistance dated October 1, 2019, for work to be completed before December 31, 2019, in the amount of \$29,500.00.

The funding for this Agreement was approved in the FY2019-2020 budget and will be paid on a task order basis.

Staff has reviewed the Work Order Authorization Agreement for Professional Engineering Services, Work Order Authorization No. 2, and recommends the City of Seagoville to enter into said Agreement.

FINANCIAL IMPACT:

Not applicable

RECOMMENDATION:

Staff recommends approval.

EXHIBIT:

1. Resolution (2 pages)
2. Exhibit A: Work Order Authorization Agreement (4 pages)

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ____-R-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A WORK ORDER AUTHORIZATION AGREEMENT WITH HALFF ASSOCIATES, INC. FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS FOR DEVELOPMENT PLAN REVIEW ASSISTANCE; IN AN AMOUNT NOT TO EXCEED TWENTY NINE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$29,500.00); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas, desires to continue an Agreement with Halff Associates, Inc. for Development Plan Review Assistance; and,

WHEREAS, Halff Associates, Inc. has provided a proposed Work Order Authorization Agreement for Professional Engineering Services including Development Plan Review Assistance dated October 1, 2019, for work to be completed before December 31, 2019, in the amount of \$29,500; and,

WHEREAS, the funding for this Agreement was approved in the FY2019-2020 budget and will be paid on a task order basis; and,

WHEREAS, the City Council for the City of Seagoville, Texas, has reviewed the Work Order Authorization Agreement for Professional Engineering Services, Work Order Authorization No. 2, 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 City Manager is hereby authorized, on behalf of the City of Seagoville, Texas, to sign a Work Order Authorization Agreement with Halff Associates, Inc. in an amount not to exceed \$29,500 (twenty-nine thousand five hundred dollars), which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, this the 7th day of October, 2019.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

**City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.**

**Work Order Authorization No. 2
Development Plan Review Assistance
October 1, 2019**

The City of Seagoville has requested that Halff continue to assist the City with private development plan reviews. Halff Associates will perform the following proposed services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Work Order Basis (Agreement)**, dated _____, between Halff Associates and the City of Seagoville.

Scope of Work:	<p><u>General Description</u></p> <p>Halff will provide assistance for engineering plan reviews to be determined by the City. An individual work order will be issued for each engineering plan review. Each request for engineering plan review assistance from the City will be confirmed by Halff in a brief message to the City sent via email. The email message will contain a description of services, a maximum fee, and a schedule. An email response from the City will constitute approval of the request.</p> <p><u>Personnel to be Committed</u></p> <ol style="list-style-type: none"> 1. Designated Review Engineer – Halff will provide a designated review engineer for each engineering plan review that the City requests assistance on. This review engineer will be a registered professional engineer. 2. Meetings and Coordination – If required, Halff’s project manager and/or designated review engineer will meet with City staff and coordinate the efforts of Halff for review of engineering plans. Halff’s project manager and/or designated review engineer will also be available to attend meetings with the “Other Engineer” and Owner/Developer at the City’s request. 3. Engineering Plan Reviews – When required, Halff will commit additional staff to perform reviews and miscellaneous tasks. Additional staff may include engineers and technicians with clerical support. <p><u>Scope of Services</u></p> <ol style="list-style-type: none"> 1. Engineering Plan Reviews – In the review of new engineering plans, Halff will perform the following tasks: <ol style="list-style-type: none"> 1. Check the grading plans for compatibility with previously established and natural drainage patterns. 2. Drainage
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**City of Seagoville, Texas
 Work Order Authorization Agreement
 For
 Professional Engineering Services with Halff Associates, Inc.**

	<ol style="list-style-type: none"> a. Check drainage area maps and drainage calculations b. Check proposed storm drainage facilities to ensure that they meet City criteria c. Check to ensure that proposed project does not impact flood zone (Special Flood Hazard Areas) per current effective FEMA Flood Insurance Rate Maps d. Check hydrology and hydraulics of open channel design <ol style="list-style-type: none"> 3. Check erosion control plans to ensure they are adequate and meet City, State and Federal requirements 4. Review paving plans to determine if they meet City minimum horizontal and vertical control criteria. Does not include reviews of joint spacing or joint design 5. Determine if typical street sections meet City criteria. 6. Check water and sewer line sizing with respect to the Master Plans. 7. Check water line materials, fittings, valves, fire hydrant, and FDC locations. 8. Check sanitary sewer materials, sizing and manhole locations. Check for conflicts with storm drainage and other on-site utilities and features. 9. Check paving plans for conformance to Article 23 of the UDC. 10. Check the compatibility of plans with standard City details, specifications and general notes. 11. Check plats against the plans for adequacy, size and location of easements. 12. Provide value engineering comments, if needed. <p>2. City Standards & Criteria – All reviews will be performed to ensure compliance with current City criteria and ordinances. Halff will utilize current City checklists to standardize and itemize the areas and criteria for each review, ensuring that associated comments are based on these items.</p> <p><u>Documentation</u></p> <ol style="list-style-type: none"> 1. Halff will prepare and maintain a project status report, in a format approved <u>by the City</u> that will detail the status of each engineering plan review and work order as well as the total fee remaining in the agreement. The status report will be updated on a bi-weekly basis
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**City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.**

	<p>and transmitted to the City via email.</p> <p>2. Halff will provide direct correspondence to the “Other Engineer”, if requested by the City. Halff will document the minutes of these discussions.</p>
Deliverables:	<p>1. Review Comments and Letter – Halff will submit review comments (via email and hard copy) and ‘red lined’ plans to the City and meet with the City and/or the “Other Engineer” to discuss the review comments, if necessary. Halff’s review letter will also incorporate any outstanding third-party drainage review comments. Reviews will continue until all comments have been addressed. Halff will issue a “recommendation for release of plans” letter at the end of the review.</p>
Items Furnished by City:	<p>1. The City will furnish copies of substantially (approximately 90%) complete engineering plans to initiate the Halff review. The City will also furnish record drawings, studies and reports needed by Halff in the performance of the work.</p>
Schedule:	<p><u>Development Plan Review Schedule</u></p> <p>Initial submittal pick-up and fee estimate will be completed within 3 working days of initial notice from the City. This fee estimate will be transmitted, by Halff, via e-mail to the City’s Project Engineer.</p> <p>Initial engineering plan reviews (first review) will be completed within 10 working days after receipt of “notice to proceed”. 15 working days may be needed if the project is greater than 25 acres. A brief comment letter will be sent to the City along with the “red-lined” drainage plans.</p> <p>Follow up reviews (2nd, 3rd, etc.) will be completed within 5 working days of receipt of the revised engineering plans. 10 days may be needed if project is greater than 25 acres or if substantial changes have occurred since previous review. A brief comment letter will be provided to the CITY along with the “red-lined” drainage plans.</p> <p>Special or more intense reviews may require additional time to complete. The CITY will be notified immediately if additional time is required.</p> <p>Complete by September 30, 2020.</p>

**City of Seagoville, Texas
Work Order Authorization Agreement
For
Professional Engineering Services with Halff Associates, Inc.**

Fees:	<p>This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows:</p> <p>Anticipated fees per review (subject to change):</p> <ol style="list-style-type: none"> 1. \$7,500 – Engineering review of projects greater than 50 acres 2. \$6,500 – Engineering review of projects between 25 and 50 acres 3. \$5,500 – Engineering review of projects between 10 and 25 acres 4. \$4,500 – Engineering review of projects between 5 acres and 10 acres 5. \$3,500 – Engineering review of projects less than 5 acres <p>Additional fees may be included based on complexity of paving, access and/or utility plans and if off-site design is included. If reviews extend to a 4th review or if substantial changes occur to the project from the initial plan submittal, a subsequent Work Order may be requested if the review fee has been exceeded. Additional fees will be negotiated between the City of Seagoville and Halff, if needed.</p> <p>Work Order #2 Total: \$ 29,500</p>
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Submitted:
HALFF ASSOCIATES, INC.

Approved:
CITY OF SEAGOVILLE, TEXAS

By: Stephen Crawford
Signature

By: _____
Signature

Stephen Crawford, PE, CFM
Printed Name

Printed Name

Vice President/Public Works Team Lead
Title

Title

10/1/19
Date

Date

Regular Session Agenda Item: 21

Meeting Date: **October 7, 2019**

ITEM DESCRIPTION:

Receive an update concerning the Woodside Drainage Project completion.

BACKGROUND OF ISSUE:

As first reported in March 2018, erosion had occurred at, around, and below the end of the original headwall at its connected 42” reinforced concrete storm pipe had separated from the rest of the pipe run and had dropped between 8- and 12-feet. As erosion continued after the initial separation, also fell away and the next pipe section was also in danger of separating and falling. Additionally, the topsoil and dirt that was used to stabilize the storm drain was washing away from both the pipe run as well as moving away from two (2) residential dwellings. Staff is concerned that if left untreated, the two (2) residential dwellings could be at increased risk of damage. Additionally, the back yards to these two (2) residential dwellings have eroded substantially. Staff determined the erosion problem would therefore require the services of a professional engineer.

In May 2018, Resolution No. 20-R-2018 was passed by City Council authorizing an agreement between the City and Halff Associates, Inc. for the Woodside Lane Storm Drain Outfall Repairs and Erosion Improvements. The agreement included both engineering design as well as construction oversight services.

In August 2018, a public hearing was held by City Council on a proposed increase in the drainage rates to help offset the debt that would be created in the City’s budget to pay for this project.

In September 2018, the Master Fee Schedule was revised by Resolution No. 36-R-2018 to double the Stormwater Utility Fee from \$1.50 per month to \$3.00 per month.

In July 2019, Resolution No. 40-R-2019 was passed for the purchase of 2-acres below the end of the drainage pipe that had been placed with the construction of Brook Valley 7. (This area is within Phase 1 of Brook Valley 7 and whose plat was recorded in 2001). The resolution was also to provide an access easement from Alto Road to the property to be purchased. Included with the resolution was information showing that the owners of the property to be purchased had granted access to review the site, but had denied access to allow any repairs. However, the condition of the properties where the drainage pipe had originally been constructed had deteriorated at that point to be on the verge of being considered an emergency.

The project was put out for bid and sealed bids were opened on Monday, July 29, 2019. A week later City Council met, and after reviewing the engineer’s recommendation, awarded a contract to Iron T Construction for the project via Resolution No. 42-R-2019. The scope of services for

the project were to include mobilization; trench safety and excavation protection; connect to existing reinforced concrete pipe; install a new 42" slope end section, rock riprap with filter fabric, storm drain pipe, and a 5'x5' drop manhole; backfill and stabilize eroded backyards; and to remove and replace existing fences.

Later in August 2019, the Master Fee Schedule was revised by Resolution No. 44-R-2019 to increase the Stormwater Utility Fee from \$3.00 per month to \$3.60 per month to provide some additional funding for this project.

Work began on the project on Tuesday, September 3, 2019, within an emergency construction easement. Construction and repairs were completed on Monday, September 30, 2019. A final inspection was completed on the site on Tuesday, October 1, 2019.

FINANCIAL IMPACT:

Engineering fees have all been paid.

Land purchase costs and attorney fees have not been paid yet.

The final construction invoice is expected in the next 2 weeks for payment after acceptance by Half Associates, Inc.

RECOMMENDATION:

N/A

EXHIBIT:

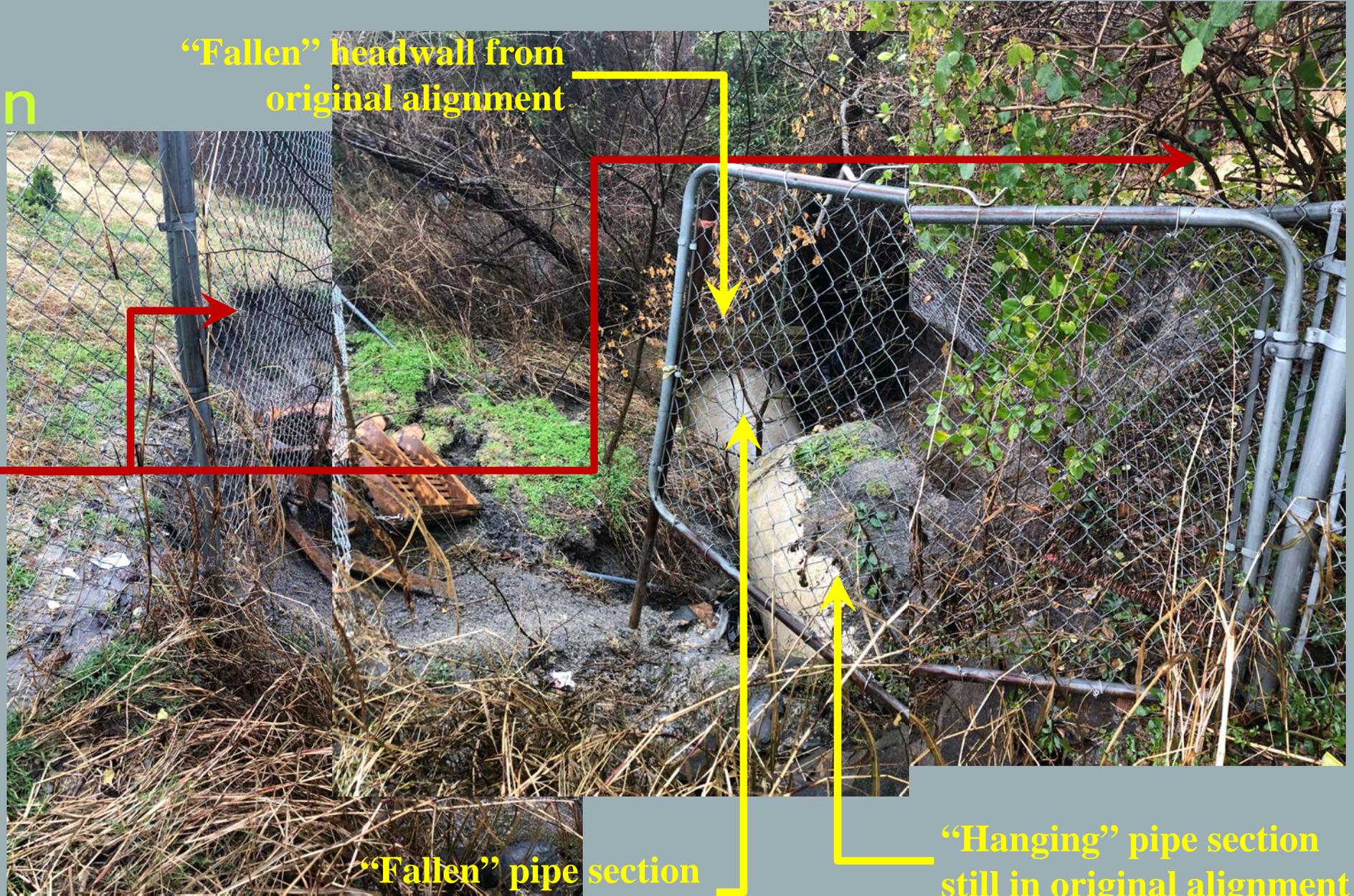
1. PowerPoint Presentation (8 slides)

WOODSIDE DRAINAGE PROJECT

Before Construction

“Fallen” headwall from original alignment

Erosion beyond fence in each yard



“Fallen” pipe section from original alignment

“Hanging” pipe section still in original alignment

During Construction



Access Road to Construction Site



Construction of New Manhole

Afterwards: Below looking to creek



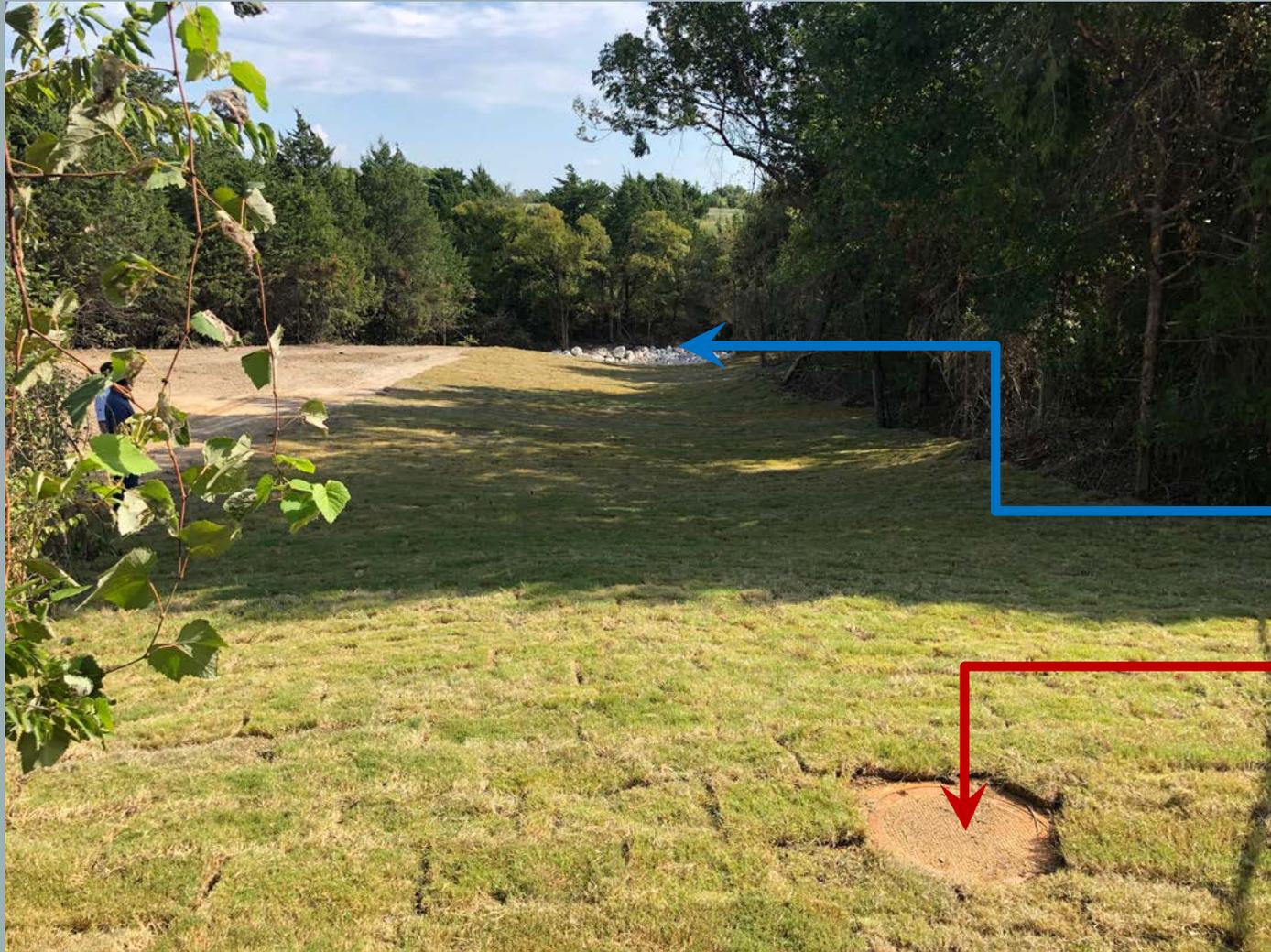
Creek

Afterwards: Below looking up



Drainage easement
located between
these 2 houses

Afterwards: Above looking to creek



Creek below riprap

**New access lid
for manhole**

Before



Yard on Right

After



Yard on Left

After



Before



Regular Session Agenda Item: 22

Meeting Date: October 7, 2019

ITEM DESCRIPTION:

Second Reading – Consider approval of Resolution No. 46-R-2019 approving an Economic Development Grant from the Seagoville Economic Development Corporation to JWWIV, LLC in the amount of \$430,000 to offset the purchase price for the sale of the property owned by the Seagoville Economic Development Corporation and located at 2108 N. Highway 175 and 2110 N. Highway 175, Seagoville, Dallas County, Texas.

BACKGROUND OF ISSUE:

The SEDC owns the property located at 2108 and 2110 N. Highway 175, Seagoville, Dallas County, Texas. John Williams of JWWIV, LLC ("Company") desires to purchase and develop the property by constructing retail and commercial facilities to include tractor, trailer, mower and equipment sales and/or rentals. Since the development of the properties will provide business expansion and new business enterprise as well as result in the creation of new jobs in the City, the SEDC desires for the Company to construct the proposed facilities. The Company has advised that a contributing factor that would induce the construction on the properties would be an agreement for SEDC to provide an economic development grant to reduce the cost of the purchase of the property. The SEDC has held a public hearing on the economic development grant to Company in the amount of \$430,000.00 to offset the purchase price of the SEDC owned property located at 2108 and 2110 N. Highway 175, Seagoville, Dallas County, Texas.

Mr. Williams' is an established business owner here in the City of Seagoville. Based on Mr. Williams' professionalism, experience and success, staff recommends approval of this Grant.

FINANCIAL IMPACT:

Economic Development Incentive Grant in the amount of \$430,000.00

EXHIBITS:

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

RESOLUTION NO. 46-R-2019

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND JWWIV, LLC AS REFLECTED IN THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT, RESTRICTION AGREEMENT, AND REAL ESTATE PURCHASE AGREEMENT BETWEEN THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the SEDC has negotiated and intends to undertake a project which will result in the creation of new jobs and which will promote new and expanded business enterprises within the City with JWWIV, LLC under the terms and conditions set forth in an Economic Development Incentive Agreement attached hereto as Exhibit “A,” a Restriction Agreement attached hereto as Exhibit “B”, and a Real Estate Purchase Agreement attached hereto as Exhibit “C,” (the “Project”) and

WHEREAS, section 505.158 mandates that the SEDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings; and

WHEREAS, the City Council has determined that the Project contemplated by SEDC and JWWIV, LLC under the terms and conditions set forth in the Incentive Agreement, Restriction Agreement, and Real Estate Purchase Agreement will create new jobs and will promote new and expanded business enterprises within the City of Seagoville; and

WHEREAS, the City Council finds that the expenditure of funds pursuant by SEDC in undertaking the Project is authorized by the Act and that the Project should be approved and authorized; and

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

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

Section 1. That the City Council hereby approves and authorizes the Project between the Seagoville Economic Development Corporation and JWWIV, LLC under the terms and conditions set forth in an Economic Development Incentive Agreement attached hereto as Exhibit “A,” a Restriction Agreement attached hereto as Exhibit “B”, and a Real Estate Purchase Agreement attached hereto as Exhibit “C.”

Section 2. That the City Council authorizes the SEDC to enter into any additional agreements necessary to undertake the Project in accordance with the terms and conditions set

forth in the Incentive Agreement, the Restriction Agreement, and the Real Estate Purchase Agreement.

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

DULY RESOLVED AND ADOPTED First Reading and Second Reading of the City Council of the City of Seagoville, Texas, this the 7th day of October, 2019.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(TM110622 090419)

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

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

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

WITNESSETH:

WHEREAS, Company was established in 2002 and currently employs approximately 15 full time employees at a minimum salary of \$41,600 annually at its Seagoville location; and

WHEREAS, Company intends to expand its business operations and desires to purchase the Property (as hereafter defined) from SEDC and intends to construct Improvements (as hereafter defined) on the Property and use the Improvements for the Required Uses (as hereafter defined); and

WHEREAS, the Company intends to make a Capital Investment of approximately Nine Hundred Thousand Dollars (\$900,000.00) in the Improvements to be located at the Improvements and/or on the Property; and

WHEREAS, Company has advised SEDC that a contributing factor that would induce Company to purchase the Property and construct the Improvements on the Property would be an agreement by SEDC to provide an economic development incentive grant to Company to defray the cost of the acquisition of the Property; and

WHEREAS, the Improvements will provide for new business enterprises in the City and will promote new or expanded business development in the City and will result in the creation of new jobs; and

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

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

WHEREAS, the SEDC has determined that making the Purchase Grant to Company in accordance with this Agreement will further the objectives of SEDC, will benefit the City and the City’s inhabitants and will promote local economic development and stimulate business and commercial activity in the City.

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

Article I Definitions

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

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

“Capital Investment” shall mean the aggregate of the total costs of design and construction of the Improvements (inclusive of all hard and soft costs) on the Property but not including costs related to the purchase of the Property.

“City” shall mean the City of Seagoville, Texas, a home rule municipality.

“Commencement Date” shall mean the later of: (i) the date the first final certificate of occupancy is issued by the City for any phase of the Improvements for the Required Uses; and (ii) the date said phase of the Improvement is open for business and serving the citizens of the City and its visitors for the Required Uses.

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

“Company” shall mean JWWIV, LLC, a Texas limited liability company and its successors and assigns.

“Completion of Construction” shall mean substantial completion and issuance of a final certificate of occupancy by City for occupancy of the Phase I Improvements and the Phase II Improvements.

“Completion of Phase I Construction” shall mean substantial completion and issuance of a final certificate of occupancy has been issued by the City for Occupancy of the Phase I Improvements.

“Construction Equipment Rental Business” shall mean a for-profit business entity opened to the public and operating on the Property, offering for rent small and large construction equipment, with the condition that the business entity must have, located on the Property, an equipment inventory of not less than five (5) pieces of small and heavy construction equipment offered for rental, such equipment to include a skidster, a backhoe, a jack hammer, and similar equipment.

“Construction Plans” shall mean the plans and specifications sufficient for the construction of the Improvements on the Property (including civil, architectural, grading and site plans) in accordance with the Zoning and any design plans approved by the City.

“Effective Date” shall mean the last date this Agreement has been signed by authorized representatives of all Parties.

“Employment Period” shall mean each twelve (12) consecutive month period following the Commencement Date during the term of this Agreement.

“Employment Positions” shall mean FTE Position Primary Jobs eligible for employee benefits that have been created, maintained, and filled at the Improvements per Employment Period from the Commencement Date and continuing until the Expiration Date. The number of FTE’s for an Employment Period shall be based on a weekly average account of FTE’s working at the Improvements during each calendar week during the Employment Period.

“Expiration Date” shall mean the fifth (5th) anniversary date of the Commencement Date except that, if Company has established and is operating a Construction Equipment Rental Business on the Property continuously for at least thirty (30) days prior to and on the fourth (4th) anniversary date of the Commencement Date, then “Expiration Date” shall mean the fourth (4th) anniversary date of the Commencement Date.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“FTE Position” or “FTE” means a position filled by individuals scheduled to work at the Improvements for a combined total of at least 2,080 hours during an Employment Period.

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

“Improvements” shall mean a minimum of two (2) buildings constructed on the Property for the Required Uses and consisting of a total combined minimum area of 8,000 square feet, and shall further include other ancillary facilities such as reasonably required parking, drives, and landscaping, all as more fully described in submittals filed with the City from time to time in order to obtain building permits. The Improvements will be constructed in phases as defined herein and shall be comprised of the Phase I Improvements and the Phase II Improvements.

“Phase I Improvements” shall mean a portion of the Improvements to be constructed first and to be occupied and used by Company or a third-party to whom Company leases the premises for tractor and mower sales and service.

“Phase II Improvements” shall mean a portion of the Improvements to be constructed concurrently with or following the construction of the Phase I Improvements and to be occupied and used by Company or a third-party to whom Company leases the premises for trailer sales and service, parts sales, and related storage. The total combined minimum area of the Phase I Improvements and the Phase II Improvements shall be 8,000 square feet.

“Primary Jobs” shall have the same meaning as assigned by Section 501.002(12) of the Texas Local Government Code.

“Project” means Company’s purchase of the Property from the SEDC and Company’s construction of the Improvements thereon.

“Project Commencement Date” shall mean the date that is ten (10) business days after the date that the conditions precedent set forth in Section 6.14 of this Agreement have been fully satisfied.

“Property” shall mean the two parcels of real property consisting of a total of approximately 5.677 acres and being comprised of (i) an approximately 1.153 acre parcel described as Lot 2 Block 1 of Seagoville Place, commonly known as 2110 North U.S. Highway 175, and (ii) an approximately 4.524 acre parcel described as Lot 1, Block 1 of Replat of part of Seagoville Place, commonly known as 2108 North U.S. Highway 175, both being located in Seagoville, Dallas County, Texas and being depicted on Exhibit “A,” attached hereto and incorporated herein by reference. The two parcels may be later replatted as one parcel and, upon such event, the definition of “Property” shall refer to the one replatted parcel.

“Purchase Grant” shall mean an economic development incentive grant in the amount of Four Hundred Thirty Thousand Dollars (\$430,000.00) applied by SEDC to the purchase price of the Property upon the Closing of said purchase in accordance with the provisions of the Real Estate Purchase Agreement.

“Real Estate Purchase Agreement” means that certain Real Estate Purchase Agreement between the Parties, as amended from time to time, providing for the sale of the Property by SEDC to Company for the purchase price of \$430,000.00.

“Related Agreements” means any written agreement (not including this Agreement) by and between SEDC or City and Company or any entity affiliated with Company, including but not limited to the Real Estate Purchase Agreement and the Restriction Agreement.

“Required Uses” shall mean the development, use, and operation of the Improvements after Completion of Construction by Company for trailer, tractor, mower and equipment retail sales (including parts sales), service, rental, related storage, and provision and operation of related amenities, all open and available to the public and serving the citizens of the City.

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

“Right of First Refusal” shall mean that certain Right of First Refusal Provision in the Restriction Agreement between SEDC and Company, setting forth the terms of agreement between the Parties regarding the grant of a right of first refusal to SEDC to purchase the Property.

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

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

Article II Term

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

Article III Economic Development Grant

3.1 Purchase Grant. Subject to the continued satisfaction of all terms and conditions of this Agreement and the Related Agreements by Company, and further subject to the obligations of Company to repay the Purchase Grant pursuant to Section 5.2 herein, SEDC agrees to provide Company with the Purchase Grant as set forth herein, said grant to be in the amount of \$430,000.00 applied by SEDC to the purchase price of the Property upon the Closing of Company's purchase of the Property in accordance with the provisions of the Real Estate Purchase Agreement.

3.2 Grant Limitations. Under no circumstances shall the obligations of SEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement by Company. None of the obligations of SEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3.3 Current Revenue. The Purchase Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by SEDC.

Article IV Conditions to Economic Development Grant

The obligations of SEDC to provide the Purchase Grant shall be conditioned upon the compliance and satisfaction of each of the terms and conditions of this Agreement by Company and each of the terms and conditions set forth below:

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

4.2 Project Plans and Construction. Company shall cause the design, Commencement of Construction and Completion of Construction of the Improvements in accordance with the Terms of this Agreement and the Related Agreements. Company shall cause all necessary permits and approvals required by City and any applicable governmental authorities to be issued for the construction of the Improvements. This includes obtaining the City approval of the necessary Zoning for the Property, including concept plan approval for the construction and development of the Improvements. Prior to Commencement of Construction Company shall submit the Construction Plans for approval by City. Company shall, subject to events of Force Majeure, cause the Construction Plans to be submitted to the City for approval within thirty (30) business days

following the Project Commencement Date. Subject to the terms and conditions of this Agreement, Company agrees to design and construct, or cause to be designed and constructed, the Improvements in accordance with the applicable Zoning and the approved Construction Plans. Company shall, subject to events of Force Majeure, cause Commencement of Construction of the Facilities to occur on or before fifteen (15) business days following City approval of the Construction Plans; and subject to events of Force Majeure, Company shall cause Completion of Construction of the Phase I Improvements to occur within eighteen (18) months after the date of Commencement of Construction and completion of Construction of Phase II Improvements to occur within thirty-six (36) months after the date of Commencement of Construction.

4.3 Capital Investment. Company's Capital Investment for the Improvements as of the Completion of Construction shall be not less than Nine Hundred Thousand (\$900,000.00) Dollars. Company shall, not later than fifteen (15) calendar days after the date of Completion of Construction (as defined herein) of the Improvements, deliver to SEDC copies of all records, contracts, receipts, invoices, bills and such other information as SEDC may reasonably request to document compliance with the required Capital Investment. In the event the final total cost of the design and construction of the Improvements, as reasonably verified by SEDC, is less than Nine Hundred Thousand Dollars (\$900,000.00), the Company shall, at SEDC's option, pay the SEDC the difference in value between \$900,000.00 and the final total cost of the design and construction of the Improvements as reasonably verified by SEDC.

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

4.5 Continuous Occupancy and Operation. Company shall ensure that within eighteen months of the Commencement of Construction, a certificate of occupancy is issued by the City for the Required Uses in the Phase I Improvements and that Company or a third-party who has leased space within the Phase I Improvements continuously occupies the Phase I Improvements for the Required Uses and conducts a sales-tax generating business thereon until the Expiration Date. Company shall further ensure that within thirty-six (36) months of the Commencement of Construction, a certificate of occupancy is issued by the City for the Required Uses in the Phase II Improvements and that Company or a third-party who has leased space within the Phase II Improvements continuously occupies the Phase II Improvements for the Required Uses and conducts a sales tax generating business thereon until the Expiration Date.

4.6 Casualty and Condemnation. If the Improvements are damaged partially or destroyed by casualty, regardless of the extent of the damage or destruction, Company shall, subject to events of Force Majeure and the availability of adequate insurance proceeds, within two hundred seventy (270) days from the date of such casualty commence to repair, reconstruct or replace the damaged or destroyed portion of the Improvements, as applicable, and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the Improvements to substantially their condition immediately prior to the Casualty.

4.7 Employment Positions. During the term of this Agreement, following the Commencement Date and continuing thereafter until the Expiration Date, Company shall maintain no fewer than five (5) Employment Positions at the Improvements. Company shall, within thirty (30) days after each anniversary date of the Commencement Date, supply SEDC with copies of employment records and such other information as may be reasonably requested by SEDC to document compliance with the required Employment Positions.

Article V Termination; Repayment

5.1 Termination. This Agreement shall terminate upon any one of the following:

- (a) by written agreement of the Parties;
- (b) on the Expiration Date;
- (c) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement or a Related Agreement and such breach is not cured within thirty (30) days after written notice thereof; provided however if such breach cannot reasonably be cured within such thirty (30) day period, such breaching party shall be allowed additional time (not to exceed thirty (30) additional days) to cure such breach so long as the breaching party begins the cure within the initial thirty (30) days and diligently pursues the cure to completion within sixty (60) days after written notice of such breach;
- (d) upon written notice by SEDC, if Company suffers an event of Bankruptcy or Insolvency;
- (e) upon written notice by SEDC, if any Impositions owed to City or the State of Texas by Company shall become delinquent and Company fails to cure such undisputed Imposition(s) within thirty (30) days after written notice thereof (provided, however Company retains the right to timely and properly protest and contest any such Impositions); and
- (f) upon written notice by either Party, if any subsequent Federal or State legislation or any non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment. In the event the Agreement is terminated by SEDC pursuant to Sections 5.1(c), (d), (e), or (f), above, in addition to the SEDC's Option to Repurchase and its Right of First Refusal, as reflected in the Restriction Agreement, not later than the sixtieth (60th) day after said termination, Company shall refund to SEDC:

- (a) if Company fails to complete construction of Phase I Improvements within eighteen (18) months after Commencement of Construction and/or fails to secure a final certificate of occupancy for the Required Uses in the Phase I Improvements within eighteen (18) months of Commencement of Construction of the Phase I Improvements, an amount equal to fifty percent (50%) of the Purchase Grant; and
- (b) if, commencing eighteen (18) months after Completion of Construction of the Phase I Improvements, Company fails to create and/or maintain five (5) full-time Employment Positions as required by section 4.7 of this Agreement for any Employment Period, an amount equal to twenty-five percent (25%) of the Purchase Grant for each such Employment Period; and
- (c) if Company fails to complete construction of Phase I and Phase II Improvements within thirty-six (36) months of Commencement of Construction and/or fails to secure a final certificate of occupancy for Required Uses for Phase I and Phase II Improvements within thirty-six (36) months of Commencement of Construction, an amount equal to seventy-five percent (75%) of the Purchase Grant.

5.3 Right of Offset. SEDC may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City or SEDC from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise and regardless of whether or not the debt due SEDC or City has been reduced to judgment by a court.

5.4 Purchase Option and Repurchase of Property. The Parties have entered into that certain Restriction Agreement as of the Effective Date, the terms of which, among other things, grants SEDC an option, upon the occurrence of certain conditions specified in the Restriction Agreement, to repurchase the Property from the Company and a Right of First Refusal to repurchase the Property from Company under circumstances as set forth in the Restriction Agreement. Notwithstanding any provision of this Agreement to the contrary, if SEDC repurchases the Property from Company following the exercise of the Right, as defined in the Restriction Agreement, Company will not be required to pay SEDC the Purchase Grant directly in cash, it being understood and agreed that the Repurchase Price (as determined in the Restriction Agreement) provides for reduction of the amount to be paid by SEDC to Company to repurchase the Property from Company by an amount equal to the Purchase Grant.

Article VI Miscellaneous

6.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns

of the respective Parties. This Agreement may not be assigned without the prior written consent of SEDC; provided however Company may collaterally assign or pledge Company's rights in the Property under this Agreement to Company's Lender as security for a loan for the Project.

6.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that the Parties, in satisfying the conditions of this Agreement, have acted independently, and SEDC assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless SEDC from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of Company's performance of the conditions under this Agreement.

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

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

If intended for SEDC, to

Patrick Stallings, Exec. Director
SEDC
702 N. Highway 175
Seagoville, Texas 75159
Facsimile No. (972) 287-3891

With a copy to:

Victoria Thomas, City Attorney
Nichols, Jackson, Dillard, Hager &
Smith, LLP
1800 Ross Tower
500 N. Akard
Dallas, Texas 75201

If intended for Company, to:

Attn: John Wesley Williams, IV
JWW IV, LLC
7431 CR 125
Terrell, Texas 75161
Email: Johnjr@rjtrailers.com

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

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

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

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

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

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

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

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

6.13 Employment of Undocumented Workers. During the term of this Agreement and for a period of five (5) years after the Closing and conveyance of the Property to Company, Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the amount of the Improvements Grant and any other funds received by Company from SEDC as of the date of such violation within one hundred twenty (120) days after the date Company is notified by SEDC of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company or by a person with whom Company contracts.

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

- (i) Company and SEDC having entered into the Real Property Purchase Agreement;
- (ii) Company and SEDC having entered into the Restriction Agreement; and

(ii) Zoning having occurred and a Zoning Ordinance amending the zoning classification of the Property to allow the uses anticipated by this Agreement and the Related Agreements having been approved by the City.

EXECUTED on this _____ day of _____, 2019.

**SEAGOVILLE ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Patrick Stallings
SEDC Executive Director and President

EXECUTED on this _____ day of _____, 2019.

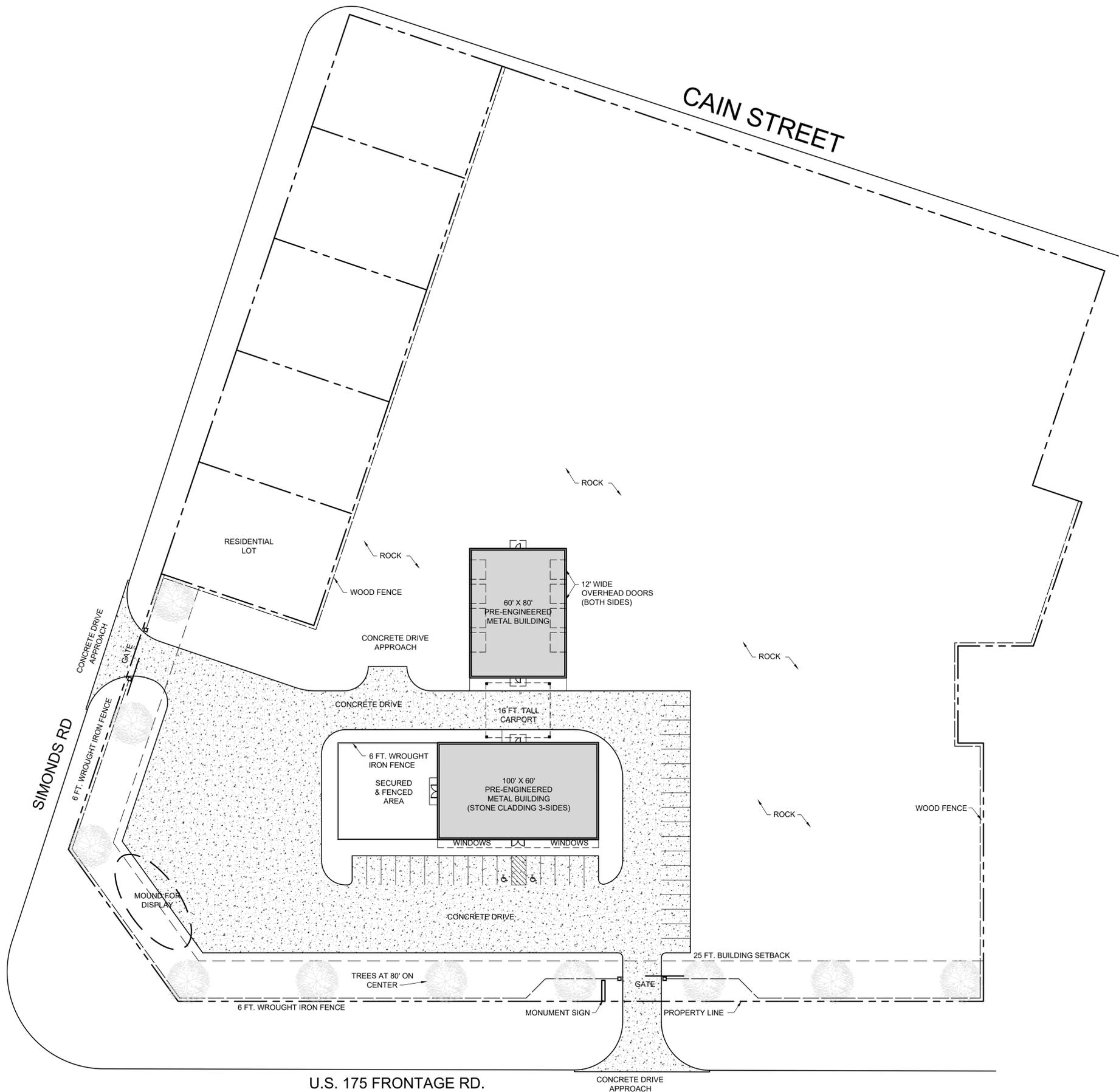
**JWWIV, LLC,
a Texas Limited Liability Company**

By: _____
John W. Williams, IV
Manager

APPROVED AS TO FORM:

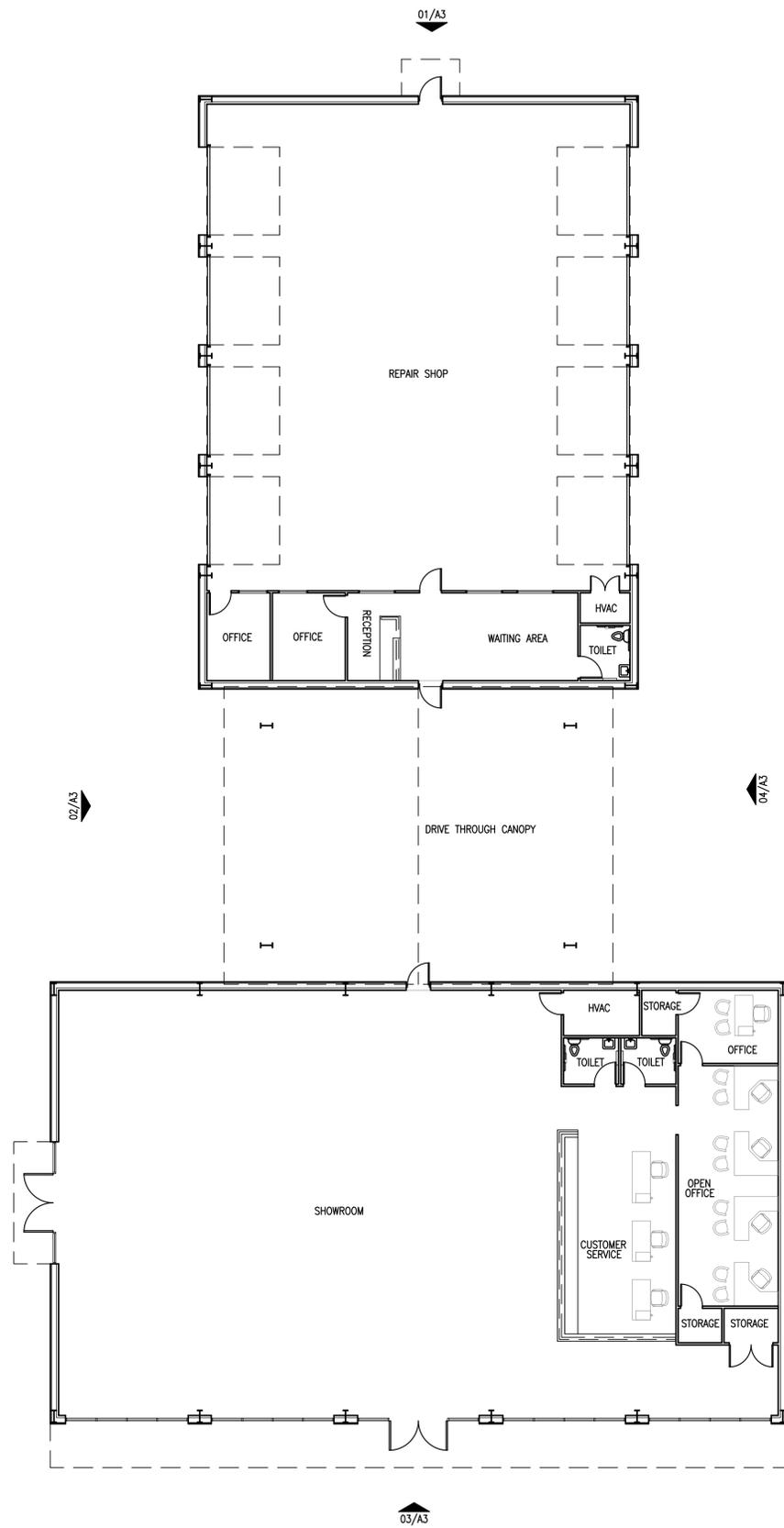
CITY ATTORNEY

EXHIBIT B
CONCEPT PLAN

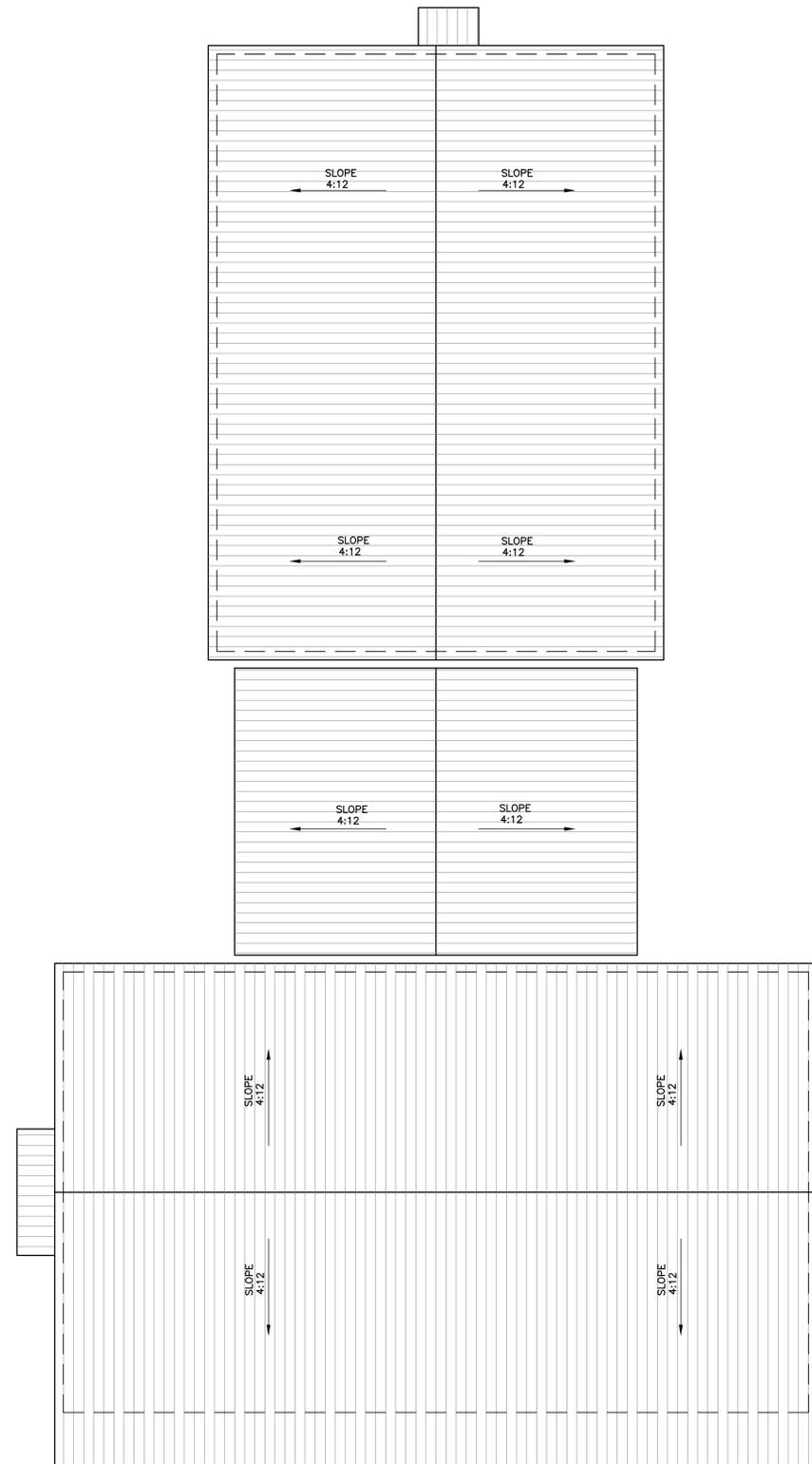


U.S. 175 FRONTAGE RD.

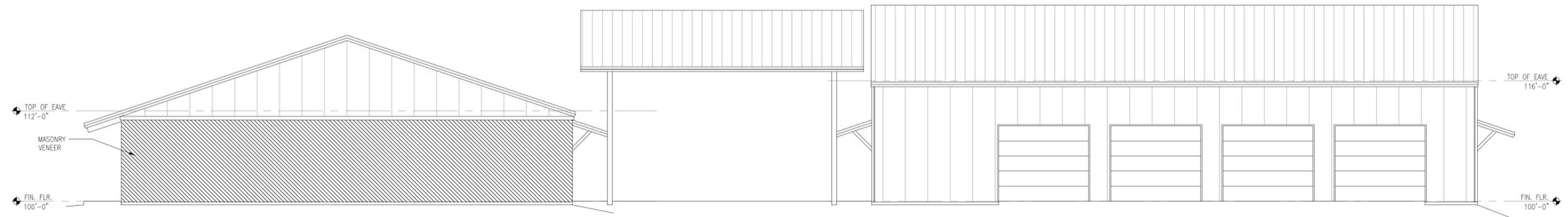
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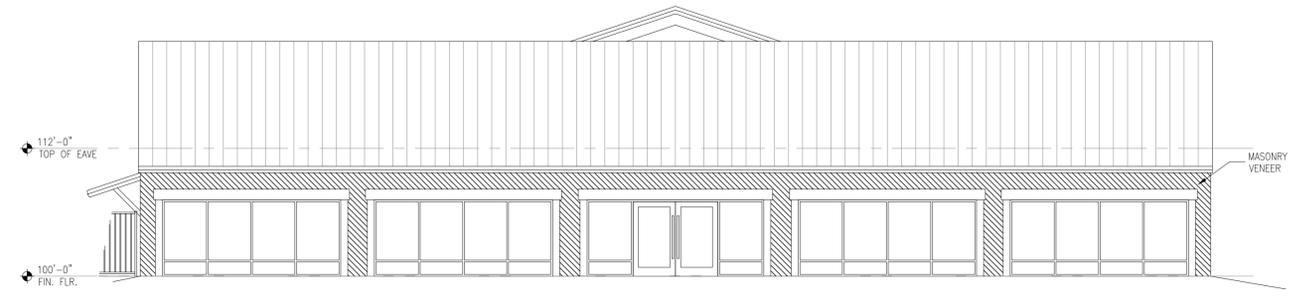
02 OVERALL FLOOR PLAN
 A2.1 SCALE: 3/32" = 1'0"
 NORTH



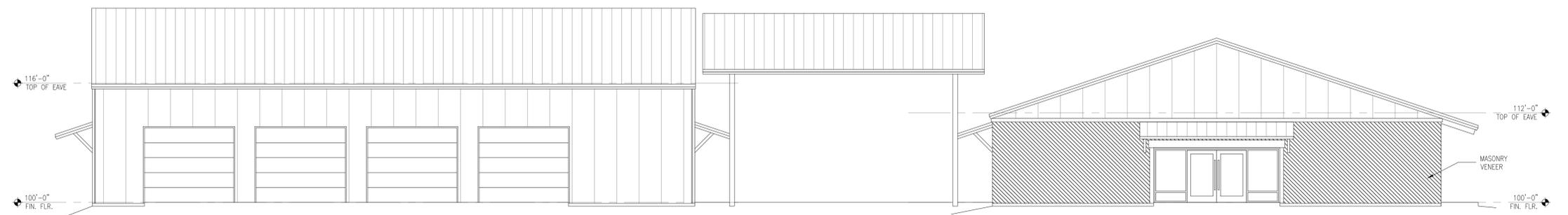
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 A2.1 SCALE: 3/32" = 1'0"
 NORTH



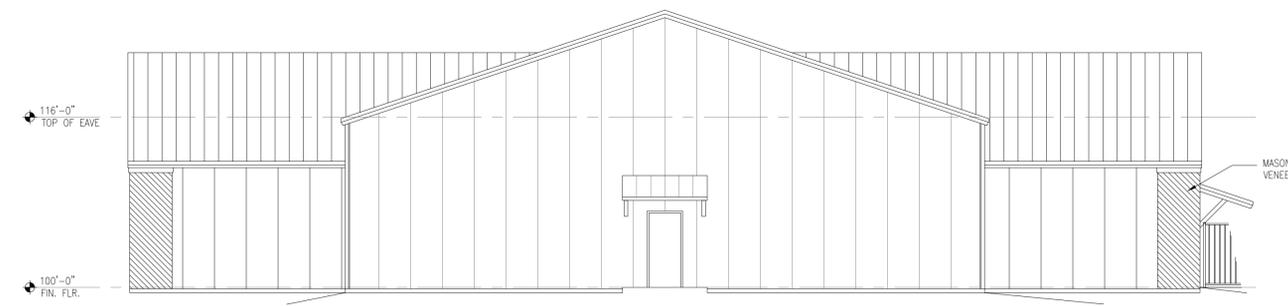
04 EAST ELEVATION
A2.1 SCALE: 1/8" = 1'-0"



03 SOUTH ELEVATION
A2.1 SCALE: 1/8" = 1'-0"



02 WEST ELEVATION
A2.1 SCALE: 1/8" = 1'-0"



01 NORTH ELEVATION
A2.1 SCALE: 1/8" = 1'-0"

WHEN RECORDED RETURN TO:

City of Seagoville
Attention: Patrick Stallings
702 N. Highway 175
Seagoville, Texas 75159

(Space Above For Recorder's Use Only)

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

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

This **RESTRICTION AGREEMENT** ("Restriction Agreement") is made and entered into as of the Effective Date by and between the **Seagoville Economic Development Corporation** ("SEDC"), a Texas non-profit corporation, and **JWWIV, LLC**, its successors and assigns (collectively "Developer") a Texas limited liability company (SEDC and Developer sometimes hereafter collectively referred to as "Parties" or separately as "a Party" or "the Party")

RECITALS

WHEREAS, as of the Effective Date, pursuant to the Real Estate Purchase Agreement, Developer has purchased the Property from SEDC; and

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

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

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

Article I
Property Subject to Declaration

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

Article II
Definitions

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

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

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

“Completion of Construction” shall mean substantial completion and issuance of a final certificate of occupancy by City for occupancy of the Phase I Improvements and the Phase II Improvements (as those terms are defined in the Economic Development Incentive Agreement).

"Construction Plans" means the plans and specifications sufficient for the construction of the Improvements on the Property (including civil, architectural, grading and site plans) in accordance with the Zoning and any design plans approved by the City.

“Economic Development Incentive Agreement” means that certain Economic Development Agreement between SEDC and Developer relating to the SEDC’s provision of the Purchase Grant and Developer’s agreement to the conditions related thereto.

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

“Force Majeure” means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, City delay of permits or other approvals, government or de facto governmental action (unless caused by acts of omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, adverse weather conditions, transportation delays or difficulties, shortages of materials or labor, financial institution shutdowns, electronic funds transfer delays or difficulties, and economic disruptions.

“Improvements” shall mean a minimum of two (2) buildings constructed on the Property for the Required Uses and consisting of a total combined minimum area of 8,000 square feet, and

shall further include other ancillary facilities such as reasonably required parking, drives, and landscaping, all as more fully described in submittals filed with the City from time to time in order to obtain building permits. The Improvements will be constructed in phases as defined herein and shall be comprised of the Phase I Improvements and the Phase II Improvements, as those terms are defined in the Economic Development Incentive Agreement.

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

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

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

"Option Termination Date" means the fourth (4th) anniversary of the Option Commencement Date, as may be extended by an event of Force Majeure.

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

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

"Property" means the two parcels of real property consisting of a total of approximately 5.677 acres and being comprised of : (i) an approximately 1.153 acres parcel described as Lot 2 Block 1 of Seagoville Place, commonly known as 2110 North U.S. Highway 175, and (2) an approximately 4.524 acres parcel described as Lot 1, Block 1 of Replat of part of Seagoville Place, commonly known as 2108 North U.S. Highway 175, both being located in Seagoville, Dallas County, Texas. The two parcels may be later replatted as one parcel and, upon such event, the definition of "Property" shall refer to the one replatted parcel.

"Purchase Grant" means the economic development grant provided by SEDC to Developer to reduce the purchase price for the Property as defined in the Real Estate Purchase Agreement and the Economic Development Incentive Agreement.

"Real Estate Purchase Agreement" shall mean that certain Real Estate Purchase Agreement, as amended or assigned, by and between SEDC and Developer relating to the sale of the Property by SEDC to Developer.

"Repurchase Price" means an amount equal to the purchase price for the Land at the closing of the transaction contemplated in the Real Estate Purchase Agreement, less an amount equal to the total of the following:

- (a) the amount of the Purchase Grant; and

- (b) an amount equal to all closing costs paid or incurred by SEDC at the closing of the transactions contemplated in the Real Estate Purchase Agreement, as outlined in the settlement statement for the transaction.

“Required Uses” shall mean the development, use, and operation of the Improvements after Completion of Construction by Company for trailer, tractor, mower and equipment retail sales (including parts), service, and/or rental, related storage, and provision and operation of related amenities, all open and available to the public and serving the citizens of the City.

Article III Repurchase Option

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

3.2 **Time for Exercising Option.** Subject to Section 3.3, below, SEDC shall have the right, but not the obligation, to exercise the Option to repurchase the Property for the Repurchase Price in accordance with the provisions of Article V below during the Option Period by providing written notice to Developer upon the occurrence of any of the following:

(a) Developer has failed to obtain approval of the Construction Plans from City by the Option Commencement Date and said failure persists as of the date of SEDC’s exercise of the Option; or

(b) Thirty (30) days have elapsed since City notified Developer of City’s approval of the Construction Plans and Developer has failed to pay to City all building permit fees, impact fees, and other fees and charges which entitle Developer to receive from City a construction permit for construction of the Improvements; or

(c) Thirty (30) days have elapsed since City notified Developer of City’s approval of the Construction Plans and Developer has failed to cause Commencement of Construction to occur on the Property and said failure persists as of the date of SEDC’s exercise of the Option.

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

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

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

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

Article IV Right of First Refusal

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

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

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

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

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

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

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

Article V

Terms of Sale Upon Exercise of Right

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

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

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

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

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

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

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

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

(b) Upon any exercise of the ROFR, SEDC shall have the right, at its sole option, to cause a boundary or "as-built" survey of the Property to be made by a registered professional

Property surveyor selected by SEDC. Such survey shall be made at the sole cost and expense of SEDC.

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

5.3 **Closing.**

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

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

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

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

(c) At closing SEDC shall pay in cash or by certified or cashier's check the Repurchase Price or the ROFR Price as determined by Section 4.3, whichever is applicable.

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

5.5 **Closing Costs.**

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

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

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

Article VI Restrictions

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

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

Article VII Miscellaneous

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

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

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

If intended for SEDC, to:

Patrick Stallings, Executive
Director/President
SEDC
702 N. Highway 175
Seagoville, Texas 75159
Facsimile No. (972) 287-3891

With a copy to:

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

If intended for the Developer, to:

John Williams
JWWIV, LLC
7431 CR 125
Terrell, Texas 75161

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

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

7.5 **Governing Law.** This Restriction Agreement is entered into and is intended to be performed in the State of Texas, and the validity, enforceability, interpretation and construction hereof shall be determined and governed by the laws (other than conflict of laws provisions) of the State of Texas. Venue for any action under this Restriction Agreement shall be in the state district court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

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

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

(Signatures on Following Page)

SIGNED AND AGREED on this _____ day of _____, 2019.

JWWIV, LLC
a Texas Limited Liability Company

By: _____
John Williams, IV
Its: Manager

Developer’s Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned authority, this _____ day of _____, 2019, appeared John Williams, IV who acknowledged on his oath that he is the Manager of JWWIV, LLC, a Texas limited liability company, and that he has signed the foregoing Restriction Agreement on behalf of Seagoville Economic Development Corporation after first having been duly authorized so to do.

Notary Public, State of Texas

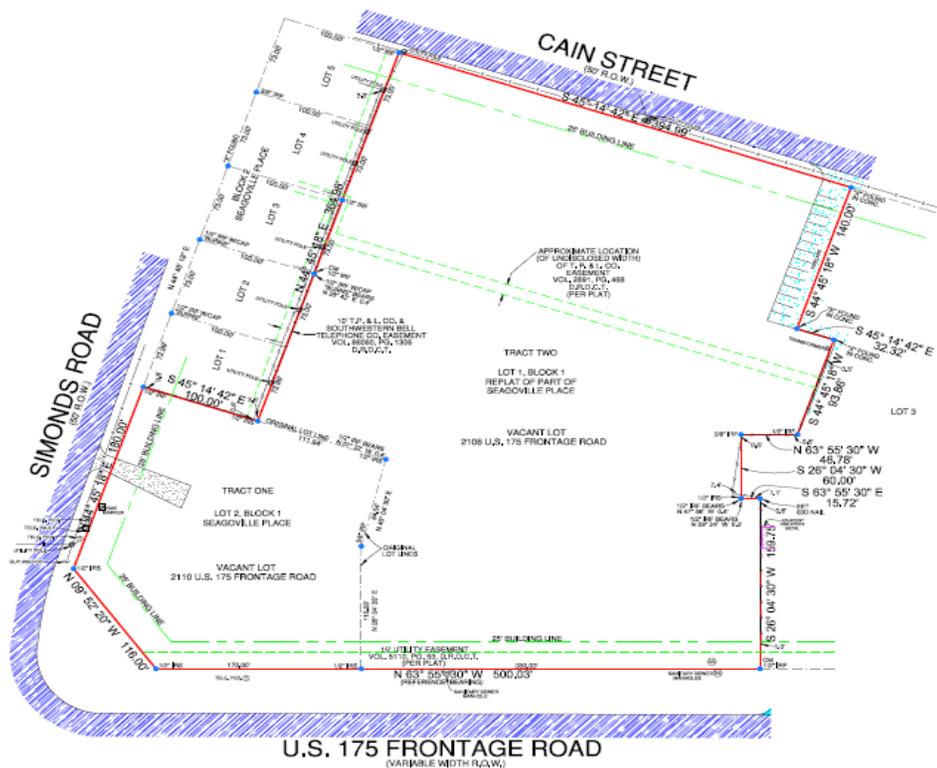
My Commission expires:

Exhibit "A" Depiction of Property

PROPERTY DESCRIPTION:

TRACT ONE: LOT 2, BLOCK 1, OF SEAGOVILLE PLACE, AN ADDITION TO THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 89036, PAGE 4275, OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS.

TRACT TWO: LOT 1, BLOCK 1, OF REPEAT OF PART OF SEAGOVILLE PLACE, AN ADDITION TO THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 86236, PAGE 211, OF THE PLAT RECORDS OF DALLAS COUNTY, TEXAS.



THIS SURVEY WAS CONDUCTED BY THE FOLLOWING:
 (DATE: 06/10/19) (BY: J.C. JONES, D.L.C.S.T.)

GENERAL NOTES:

1. THE BASIS OF BEARINGS FOR THIS SURVEY WERE DERIVED FROM DATA PROVIDED ON THE PLAT RECORDED IN VOL. 89036, Pgs. 4275 & 4276.
2. THERE ARE NO VISIBLE CORNERS OR PROFESSIONAL, EXCEPT AS SHOWN, FENCES MAY BE RELIED UPON.
3. THIS SURVEY IS FOR THE EXCLUSIVE USE OF THE NAMED CLIENT, MEMORANDUM COMPANY, THE COMPANY OR OWNER, AND IS MADE PURSUANT TO THAT ONE CERTAIN TITLE COMMITMENT UNDER THE NAME OF THE CLIENT.
4. AS OF THIS DATE, ALL EASEMENTS, RIGHTS OF WAY OR OTHER LOCATABLE MATTERS OF RECORD, MOBILE OR FIXED, WHICH WERE DERIVED FROM THE RECORDED PLAT, THE SURVEY, DEED, OR THE TITLE REPORT AND SURVEYING DOCUMENTS, ALL SUCH ITEMS WERE OBTAINED THROUGH THE RESEARCH PHASE OF THIS SURVEY OR PROVIDED BY THE CLIENT/COMPANY SURVEYING PERSONNEL. SURVEYING MENUS TO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH DATA AND ARE MADE NO REFERENCE TO CORNER OR BOUNDARY MARKS, OR TO ANY OTHER MATTER.
5. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES.
6. THIS SURVEY IS NOT TO BE USED FOR ADDRESS OR ZONING PURPOSES.
7. THE SURVEY IS NOT TO BE USED FOR ADDRESS OR ZONING PURPOSES.
8. THE SURVEY IS NOT TO BE USED FOR ADDRESS OR ZONING PURPOSES.
9. THE SURVEY IS NOT TO BE USED FOR ADDRESS OR ZONING PURPOSES.
10. THE SURVEY IS NOT TO BE USED FOR ADDRESS OR ZONING PURPOSES.
11. UNLESS AS SHOWN IN THE SURVEY AND NOT TO SCALE AND MAY HAVE BEEN DERIVED FROM THE ACTUAL HORIZONTAL LOCATION FOR CLARITY.

2108 AND 2110 U.S. 175
FRONTAGE ROAD
CITY OF SEAGOVILLE
DALLAS COUNTY, TEXAS

GPI#: 019-36058	
BORROWER: SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION, A TEXAS NON-PROFIT CORPORATION	
PREMIER JOB #: 19-03651	
TECH: AV	DATE: 06/10/19
FIELD: JC	FIELD DATE: 06/10/19



Premier
 Surveying & Title
 5700 W. Plaza Parkway
 Suite 1200
 Plano, Texas 75093
 Office: 972-952-9528
 Fax: 972-952-9528
 State Registration No. 153,46200



REAL ESTATE PURCHASE AGREEMENT

This **Real Estate Purchase Agreement** (“Agreement”) to buy and sell real property is entered between Seller and Purchaser as of the Effective Date as determined in Section 16(d), below.

Purchaser: JWWIV, LLC
Attn: John Williams, IV
7431 CR 125
Terrell, Texas 75161

Telephone: (214) 394-6748
Email: Johnjr@rjtrailers.com

Purchaser’s Attorney: _____

Telephone: () _____
E-mail: _____

Purchaser’s Broker: None

Seller: Seagoville Economic Development Corporation
Attn: Patrick Stallings, Executive Director/President
702 N. Highway 175
Seagoville, Texas 75024

Facsimile: (972) 287-3891
E-mail : pstallings@seagoville.us

Seller’s Broker: None

Seller’s Attorney: Victoria W. Thomas
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

Telephone: (214) 965-9900
E-mail: vthomas@njdhs.com

Title Company: Town Square Title Company
Attn: Jessica Barton, Escrow Officer
310 N. 9th Street, Suite A
Midlothian, Texas 76065

Telephone: (972) 935-0800
Facsimile: (972) 938.1045
E-Mail: jbarton@townsquaretitle.com

Property **Tract 1:** Lot 2, Block 1 of the SEAGOVILLE PLACE ADDITION, an Addition to the City of Seagoville, Texas, according to the Map thereof recorded in Volume 85036, Page 4275, Deed Records, Dallas County, Texas; and

Tract 2: Lot 1, Block 1 of the REPLAT OF PART OF SEAGOVILLE PLACE ADDITION, an Addition to the City of Seagoville, Texas, according to the Map thereof recorded in Volume 96236, Page 211, Deed Records, Dallas County, Texas;

together with all right, title and interest of Seller, if any, in and to any (i) strips and gores between said tract and abutting properties, (ii) land lying in or under the bed of adjacent streets, alleys, roads or rights of way, (iii) easements or rights of way appurtenant to or otherwise 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.

Inspection Period: Commencing on the Effective Date and ending on the 60th day following the Effective Date.

Closing Date: Not later than the 30th day after the end of the Inspection Period, unless an earlier date is mutually agreed to by the parties in writing or as extended in accordance with the provisions of this Agreement.

Purchase Price **Four Hundred Thirty Thousand and No/100 Dollars (\$430,000.00)** cash at closing.

Incentive Grant An economic development incentive grant paid as a credit against the Purchase Price by Seller to Purchaser at Closing in an amount equal to **Four Hundred Thirty Thousand and No/100 Dollars (\$430,000.00)**. The Incentive Grant is also sometimes referred to herein and in the Incentive Agreement as the “Purchase Grant.”

Incentive Agreement That certain *Economic Development Incentive Agreement* (the “Incentive Agreement”) between the parties to be negotiated and effective between the parties prior to Closing substantially in the form attached hereto as Exhibit “A” but to be negotiated and finalized prior to Closing.

Restriction Agreement: That certain *Restriction Agreement* (the “Restriction Agreement”) between Seller and Purchaser to be effective at Closing setting forth the terms of agreement between the Parties regarding the use and development of the Property substantially in the form attached hereto as Exhibit “B”, but to be negotiated and finalized prior to Closing.

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

WHEREAS, the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (the “**Act**”), authorizes Seller to provide economic development grants for the creation and retention of primary jobs that are required for the development of research and development and manufacturing and industrial facilities, and for infrastructure suitable for new or expanded business enterprises; and

WHEREAS, Purchaser desires to purchase the Property and develop the Property pursuant to the Incentive Agreement and the Restriction Agreement to be signed before or at Closing, which development will include construction and operation one or more buildings with a minimum total area of 8,000 square feet, together with associated all driveways, parking areas, and landscaping, for Purchaser’s development, use, and operation of the Improvements after Completion of Construction for trailer, tractor, mower and equipment retail sales and/or rental and provision and operation of related amenities, all open and available to the public and serving the citizens of the City. (the “**Project**”) and

WHEREAS, Purchaser has advised Seller that a contributing factor that would induce Purchaser to purchase the Property and construct the Project would be an agreement by Seller to provide the Incentive Grant; and

WHEREAS, Seller has determined that the Project is required or suitable to promote or develop new or expanded business enterprises and will create and/or retain Primary Jobs within the City and constitutes a "project," as that term is defined in the Act; and

WHEREAS, Seller has determined that making the Incentive Grant to Purchaser (also sometimes referred to herein and in the Incentive Agreement as the “Purchase Grant”) in accordance with this Agreement and the Incentive Agreement will further the objectives of Seller,

will benefit the City of Seagoville, Texas (“the City”) and its inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

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

1. **Sale and Purchase.** Seller agrees to sell, and Purchaser agrees to purchase the Property for the Purchase Price and as provided in this Agreement, including any and all improvements located thereon.

2. **Title and Survey.**

(a) Seller has provided the most recent survey of the Property that Seller has in its possession. Seller shall not be required to obtain a new survey of the Property.

(b) Seller has provided Purchaser notice of payment of ad valorem taxes for the prior tax year.

(c) Not later than ten (10) days after the Effective Date, Seller shall, at Seller’s expense, deliver or caused to be delivered to Purchaser:

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

(ii) legible copies of all documents referenced in the Title Commitment that are available to the Title Company;

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

(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) copies of any leases, rental agreements, licenses, or other similar agreements granting the any person or entity other than Seller the right to possession of the Property.

(d) Seller will deliver to Purchaser not later than three (3) days after requested in writing any other documents or information in Seller’s possession relating to the Property which may be reasonably requested by Purchaser.

(e) Not later than twenty (20) days after the Effective Date hereof, Purchaser, at Purchaser's sole option, cost and expense (even if the Closing does not occur), may 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, the legal description contained in said Survey shall be used by the Parties as the legal description 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. 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.

(f) Purchaser shall, not later than five (5) 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 fifth (5th) 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 five (5) 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, 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 in accordance with the terms of this Agreement (the "Closing") shall occur on or before the Closing Date at the Title Company or by mail or overnight delivery service, or at such other time as may be agreeable to the parties.

5. **Closing Deliverables.**

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

(i) a special warranty deed, in form and substance reasonably acceptable to Seller and Purchaser, conveying good and indefeasible title to the Property to Purchaser, free and clear of any and all encumbrances except the Permitted Exceptions (as defined in Section 8 hereof);

(ii) the Incentive Agreement, signed by Seller;

(iii) the Restriction Agreement, signed by Seller;

(iv) such other 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 the Purchaser; and

(v) possession of the Property, free of parties in possession except as set out in Schedule B of the Title Commitment, as depicted in the Survey, and as provided by law in the lien in favor of taxing authorities for real property taxes not yet due and payable.

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

(i) the Purchase Price (inclusive of the Incentive Grant provided by Seller pursuant to the Incentive Agreement and applied as a credit toward the Purchase Price);

(ii) the Incentive Agreement, signed by Purchaser;

(iii) the Restriction Agreement, signed by Purchaser; and

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

6. **Taxes.**

Purchaser understands and acknowledges that the Property is presently exempt from the assessment of ad valorem taxes, which status will change upon conveyance of the Property to Purchaser. Seller shall not be responsible for payment of property taxes assessed against the Property for periods after the date of Closing, if any become due and payable. Notwithstanding anything in this Section 6 to the contrary, if the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of Chapter 23, Subchapter D, of the Texas Tax Code or under any other provision of law with respect to any period before the Closing, and if additional taxes, penalties, or interest are assessed pursuant to Texas Tax Code §23.55 or under the other provision of law, Purchaser will be responsible for the payment of these additional taxes that may be assessed by virtue of the change in ownership of the Property or the change in use of the Property following Closing.

7. **Closing Costs.**

(a) Seller hereby agrees to pay and be responsible for the following closing costs:

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

(ii) All fees and premiums for the Basic Owners Title Policy (but no fees associated with any costs for any amendments and endorsements to the Owners Title Policy);

(iii) One-half of Title Company's escrow fees;

(iv) Costs for any tax certificates issued;

(v) Seller's attorneys' fees, if any; and

(vi) 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/or premiums for any amendments to and endorsements to the Basic Owner's Title Policy which Purchaser requests

(ii) All fees and/or premiums for issuance of any title insurance policy for the benefit of any lender or mortgagee;

(iii) All costs and fees for the Survey;

- (iv) One-half of Title Company's escrow fees;
- (v) Recording fees for the special warranty deed and the Restriction Agreement;
- (vi) Purchaser's attorneys' fees; and
- (vi) 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, (iii) any exceptions to title to which Purchaser does not timely object in accordance with Section 2(d) above or to which Purchaser objects but are subsequently waived by Purchaser, (iv) existing oil and gas leases and reservations of the mineral estate, (v) items shown on the Survey, and (vi) any deed of trust lien or other lien against the Property created at Closing, shall not be valid objections to title and shall be deemed to be "Permitted Exceptions". Subject to the foregoing, 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 in writing to cure pursuant to Section 2(d) above, if any.

9. **Representations and Covenants.**

(a) Seller represents and covenants that: (1) it has authority to enter into this Agreement, and that this Agreement represents the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms; (2) no other person has any interests in or claims against the Property (other than as reflected by the Title Commitment); (3) except as may be set forth in the documents delivered by Seller to Purchaser pursuant to Section 2, 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; (4) there are no contracts or agreements relating to the Property that will affect the Property after Closing; (5) there are no unpaid assessments for public improvements against the Property except those which have been disclosed on the Title Commitment; (6) Seller has no knowledge of any proposed assessments against the Property, and the Property is not subject to assessments for any street paving or curbing heretofore laid except for those which have been disclosed on the Title Commitment, if any; (7) Seller has no knowledge of any public plans or proposals for changes in road grade, access or other municipal improvements which would result in any assessment against Purchaser or the Property, nor of any pending ordinance authorizing improvements, the cost of which might be assessed against Purchaser or the Property; and (8) Seller has not encumbered the Property, or taken any other action with respect

to the Property which Seller knows or should know will materially adversely affect the development, lease or other transactions contemplated by this Agreement.

(b) Purchaser represents that it has authority to enter into this Agreement and that this Agreement represents the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms. The only representations made by any Party concerning the Property and this Agreement are as set out in this Section 9.

(c) The representations set forth in this Section 9 shall survive Closing.

10. **Property Sold As Is.**

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

(b) Except as otherwise specifically set forth in this Agreement and except for the special warranties of title set forth in the special warranty deed, Seller hereby specifically negates and disclaims any representations, warranties or guaranties of any kind or character, whether express or implied, oral or written, past, present, future or otherwise, of, as to, concerning or with respect to the Property, including without limitation (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which Purchaser may elect to conduct thereon, (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or any other matter relating in any way to the Property, (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other authority or body, (iv) the existence of any toxic or hazardous substance or waste in, on, under the surface of or about the Property, (v) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and faulting, (vi) whether or not and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, floodplain, floodway or special flood hazard, (vii) drainage, (viii) zoning or land use restrictions rules and regulations to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric and including the utility availability capacities allocated to the Property by the relevant governmental or regulatory authority, (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, durability, structural integrity, operation, leasing, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the potential for further development of the Property, or (xiv) the merchantability of the Property or fitness of the Property for any particular purpose (Purchaser affirming that Purchaser has not relied on Seller’s skill or

judgment to select or furnish the Property for any particular purpose, and that Seller makes no warranty that the Property is fit for any particular purpose).

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

(d) The provisions of this Section 10 shall survive the termination of this Agreement and the Closing.

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

“There is hereby reserved for Grantor and Grantor's successors and assigns, all of Grantor's interest in the oil and gas minerals that are in, on and under the Property and that may be produced from it (“**Grantor's Mineral Interest**”). Grantor hereby agrees that no wells will be drilled on the surface of the Property, and no facilities of any kind (including, but not limited to, roads, pipelines, flow lines, electric power lines, tank batteries or treaters) will be placed on the surface of the Property by Grantor or by any other third party acting pursuant to Grantor's consent or authority; provided, that such facilities are permitted at levels below 500 feet below the surface of the Property to the extent that such facilities do not, in any manner whatsoever, interfere with the surface or subsurface support of the surface of the Property, including any improvements thereon. Grantor further hereby agrees that Grantor shall not have the right to use the surface of the Property and Grantor hereby waives all rights to use the surface of the Property for any purpose, including, but not limited to the right of ingress and egress upon, across and over the surface of any of the Property for the purpose of mining, drilling, accessing, exploring, operating, treating, transporting or developing the Grantor's Mineral Interest or performing seismic or other testing on the Property; *provided, however*, nothing herein contained shall be construed as waiving or preventing Grantor from exploring for, developing or producing the Grantor's Mineral Interest or lands pooled or unitized therewith, by pooling, by directional or horizontal drilling (including, without limitation, fracturing and other completion techniques) under the Property from surface sites located on tracts other than the Property or by any other method that does not require ingress, egress or use of the surface of the Property; *provided further, however*, that the well bore for any oil or gas well or

any other equipment that enters the subsurface of the Property shall be and remain at a depth of at least 1,000 feet below the surface of the Property; *provided, however,* that those operations shall in no manner interfere with the surface or subsurface support of the Property, including any improvements thereon.”

12. **Conditions of Closing.** Closing on the sale of the Property shall be conditioned upon and subject to the following:

- (a) Purchaser and Seller having duly executed the Restriction Agreement and the Incentive Agreement;
- (b) The zoning ordinances of the City of Seagoville (“**City**”) having been amended, if necessary, so that Purchaser may develop and use the Property for the Required Use as defined in the Restriction Agreement. If the City’s zoning ordinances in effect on the Effective Date do not authorize the Property to be used for the Required Use, Seller grants Purchaser the right to file an application with the City to seek an amendment to the City’s zoning ordinances affecting the Property to allow the Property to be used for the Required Use. Seller agrees to reasonably cooperate with Purchaser in the application for any zoning ordinance amendment requested by Purchaser and shall execute all necessary and appropriate instruments as owner of the Property. The application for amending the zoning ordinances applicable to the use and development of the Property shall be made in the name of either Seller or Purchaser as required under governing law, prosecuted at the expense of Purchaser, and filed with the City on or before and filed with the City on or before the sixtieth (60th) day after the Effective Date. Unless Seller agrees in writing to extend the date by which the application for the rezoning of the Property is required to be filed with the City, Seller may terminate this Agreement if Purchaser fails to file the application for rezoning the Property with the City on or before the sixtieth (60th) day after the Effective Date.

If the rezoning of the Property as provided in Paragraph (b), above, has not been approved on or before the scheduled expiration of the Closing Date, the Closing Date shall be automatically extended for a period of thirty (30) days. If said rezoning have still not been approved by the end of said additional thirty (30) day period, Seller may either (i) extend the Closing Date for an additional thirty (30) day period or (ii) terminate this Agreement as Seller’s sole remedy.

13. **Incentive Agreement.** Prior to or on the Closing Date, Purchaser and Seller shall execute an Incentive Agreement in substantially the form as attached hereto as Exhibit “A”, which agreement shall provide for at least the following:

- (a) The Property shall be developed with construction of one or more buildings with a total combined minimum area of 8,000 square feet and all associated driveways, parking areas, and landscaping (the “Improvements”),
- (b) Subject to events of Force Majeure, Commencement of Construction of the Improvements shall occur not later than the dates established in the Incentive Agreement and the

Restriction Agreement and subject to events of Force Majeure, Purchaser shall cause Completion of Construction of the Improvements not later than the dates established in the Incentive Agreement and the Restriction Agreement.

(c) The Improvements shall be continuously occupied, operated, and used by Purchaser, its successors or assigns or a third-party to whom Purchaser leases a portion of the Improvements for the Required Uses as set forth in the Incentive Agreement and the Restriction Agreement.

(d) No fewer than five (5) people shall be employed as full-time employees at the Property during the term of the Incentive Agreement and the Restriction Agreement.

(e) Purchaser must, by Completion of Construction of the Improvements, have made a capital investment of not less than \$900,000.00 in the development of the Property (including the design and construction of the Improvements and related site improvements) and must additionally install all furniture, fixtures, equipment and other business personal property necessary for the required Uses (as defined in the Incentive Agreement and the Restriction Agreement) at the Property; and

(f) Repayment of all or a portion of the Purchase Grant if Purchaser is in default of the Incentive Agreement, as provided in the Incentive Agreement, including, but not limited to, compliance with the deadlines for Commencement of Construction and Completion of the Improvements and all other conditions set forth in the Incentive Agreement and/or the Restriction Agreement.

14. **Remedies.** If Purchaser defaults, Seller's sole remedy shall be to terminate this Agreement. If Seller defaults, Purchaser may, as Purchaser's sole and exclusive remedies, (i) seek specific performance or (ii) terminate this Agreement.

15. **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 with confirmed receipt, 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 depositing 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.

16. **Miscellaneous.**

(a) **Entireties.** This Agreement, the Restriction Agreement, and the Incentive Agreement contain the entire agreement of the parties pertaining to the purchase and sale of the Property. The parties agree there are no oral agreements, understandings, representations or warranties made by the parties that are not expressly set forth in this Agreement. Any prior written agreements, understandings, representations or warranties between the parties will be deemed merged into and superseded by this Agreement, unless it is clear from the written document that

the intent of the parties is for the previous written agreement, understanding, representation or warranty to survive the execution of this Agreement.

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

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

(d) Effective Date. The Effective Date of this Agreement (“Effective Date”) 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 and receipted by the Title Company.

(e) Deadlines and Other Dates. All deadlines in this Agreement expire at 5:00 p.m. Central Time on the day of such deadline. 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 day that is not a Saturday, Sunday, or holiday.

(f) Brokers. Both parties represent and warrant they have worked with no broker relative to this transaction and that no brokerage commission is due and payable upon the Closing. To the extent allowed by law, each party agrees to indemnify, defend, and hold the other party harmless from and against any costs, expenses or liability for any compensation, commission, fee, or charges that may be claimed by any agent, finder or other similar party, other than the named Seller’s Broker, by reason of any dealings or acts of the indemnifying party.

(g) 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.

(h) 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.

(i) Law Governing. **THIS AGREEMENT SHALL BE EXCLUSIVELY AND IRREVOCABLY CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS; AND VENUE FOR ANY ACTION ARISING FROM THIS AGREEMENT SHALL EXCLUSIVELY AND IRREVOCABLY LIE IN THE STATE DISTRICT COURT OF DALLAS COUNTY, TEXAS. THE PARTIES AGREE TO SUBMIT TO THE PERSONAL AND SUBJECT MATTER JURISDICTION OF SAID COURT.** This provision shall survive the termination or expiration of this Agreement.

(j) 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.

(k) Time of the Essence. Time is of the essence with respect to each provision of this Agreement. Strict compliance with the times for performance is required.

(l) Employment of Undocumented Workers. During the term of this Agreement, and for a period of ten (10) years after the Closing and conveyance of the Property to Purchaser, Purchaser agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Purchaser shall pay the amount of the Purchase Grant and any other funds received by Purchaser from Seller as of the date of such violation within 120 days after the date Purchaser is notified by Seller of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Purchaser is not liable for a violation of this Section by a subsidiary, affiliate, or franchisee of Purchaser or by a person with whom Purchaser contracts. This Section 16(l) shall survive the Closing.

(Signatures on Following Page)

SIGNED AND AGREED this ____ day of _____, 2019.

PURCHASER:

JWWIV, LLC

By: _____

John Williams, IV
Manager

SIGNED AND AGREED this ____ day of _____, 2019.

SELLER:

Seagoville Economic Development Corporation

By: _____

Patrick Stallings
Executive Director/President

RECEIPT OF AGREEMENT

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. 9th Street, Suite A
Midlothian, Texas 76065

Regular Session Agenda Item: 23

Meeting Date: October 7, 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: 24

Meeting Date: October 7, 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

Executive Session Agenda Item: 25

Meeting Date: October 7, 2019

ITEM DESCRIPTION:

Recess into Executive Session

Council will recess into Executive Session in compliance with Texas Government Code:

- A. § 551.071. Consultation with attorney to seek legal advice regarding pending litigation or settlement offer: Charles Miller v. Board of Adjustment, City of Seagoville, Cause No. DC-19-10489 in the 134th Judicial District Court of Dallas County, Texas.
- B. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager.
- C. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary.
- D. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 26

Meeting Date: October 7, 2019

ITEM DESCRIPTION:

Reconvene into Regular Session

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

- A. Section § 551.071. Consultation with attorney to seek legal advice regarding pending litigation or settlement offer: Charles Miller v. Board of Adjustment, City of Seagoville, Cause No. DC-19-10489 in the 134th Judicial District Court of Dallas County, Texas.
- B. Section § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager
- C. Section § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary
- D. Section § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A