



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA  
MONDAY, JANUARY 6, 2020**

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

**WORK SESSION – 6:30 P.M.**

**Call to Order**

**A. Discuss regular session agenda items**

**B. Presentation concerning Shadybrook and Ross Lane road repair**

**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 December 16, 2019 (City Secretary)**

**REGULAR AGENDA-**

- 2. Presentation of City of Seagoville's Financial Report for Fiscal Year 2019 (Finance Director)**

- 3. Discuss and consider an Ordinance approving a budget amendment for Fiscal Year end September 30, 2019 (Finance Director)**
- 4. Consider directing staff concerning the installation of an inclusive playground (Burke Playground Equipment)**
- 5. Discuss and consider a Resolution of the City of Seagoville, Dallas County, Texas, casting its vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District (City Secretary)**
- 6. Discuss and consider a Resolution of the City of Seagoville, Texas, approving and ratifying Seagoville Economic Development Corporation's Consent to Assignment Agreement by and between KH, LLC, d/b/a Kelly Harris Company and Allen National Investments, the Seagoville Economic Development Corporation, and FR Group, LLC, attached as Exhibit "1"; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (City Manager)**
- 7. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving an Economic Development Incentive Agreement between Seagoville Economic Development Corporation ("SEDC") and Seagoville Holdings, LLC, a Texas Limited Liability Company and Patrick Michael, L.P., a Texas Limited Partnership, Jointly and Severally, in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00), for the expansion of the current Excel Linen located at 208 and 210 Railroad Avenue, Seagoville, Texas, and the renovations and improvements required to operate the Support Center for Excel Linen and Migalitos Supermercado located at 217 North Kaufman Street, Seagoville, Texas, attached as Exhibit "1"; providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)**
- 8. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Ordinance 33-2019 by correcting a scrivener error related to the minimum lot area set forth in the development regulations under Section 2, subsection F; providing a severability clause; providing a conflicts resolution clause; and providing an effective date (Community Development Director)**
- 9. Conduct a public hearing on a request to authorize a religious institution on property zoned "R-5", Residential-5, being Tract 52 of the Wyatt Barnett Abstract 189, commonly referred to as 1201 North Kaufman Street, in the City of Seagoville, Dallas County, Texas (Community Development Director)**

**10. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a Special Use Permit ("SUP") subject to specified conditions authorizing a religious institution on property zoned "R-5", Residential-5, being Tract 52 of the Wyatt Barnett Abstract 189, commonly referred to as 1201 North Kaufman Street, in the City of Seagoville, Dallas County, Texas; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date (Community Development Director)**

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

**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.**

**Adjourn**

Posted Friday, January 3, 2020 by 5:00 P.M.

Kandi Jackson  
Kandi Jackson, City Secretary



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

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

**DATES TO REMEMBER**

- **Monday, January 27, 2020 Regular City Council Meeting**
- **Monday, February 3, 2020 Regular City Council Meeting**



# Street Repair Update

700 Block of Shadybrook and 1200 Block of Ross Lane

# Shadybrook and Ross Lane street repair update.



# Shadybrook and Ross Lane street repair before and after.



# Shadybrook and Ross Lane street repair update.



# Shadybrook and Ross Lane street repair update.



# Shadybrook and Ross Lane street repair update.



# Shadybrook and Ross Lane street repair update.



# Shadybrook and Ross Lane street repair update.



# Shadybrook and Ross Lane street repair update.



# *Consent Session Agenda Item: 1*

**Meeting Date: January 6, 2020**

**ITEM DESCRIPTION:**

Consider approving City Council Meeting minutes for December 16, 2019.

**BACKGROUND OF ISSUE:**

Approve City Council Meeting minutes for December 16, 2019.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval.

**EXHIBITS:**

December 16, 2019 Work Session Minutes  
December 16, 2019 Regular Meeting Minutes



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

Dennis Childress	Mayor
Jon Epps	Mayor Pro Tem
Jose Hernandez	Councilmember
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, Finance Director Patrick Harvey, Water Utilities Director Chris Ryan, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**A. Discuss Regular Session Agenda Items Discuss regular session agenda items**

**1. Consider approving City Council Meeting minutes for December 2, 2019 (City Secretary)**

*No questions.*

**B. Receive presentation on erosion control at C.O. Bruce Park**

*Community Development Director Barr presented pictures of the implementation of erosion control at C.O. Bruce Park.*

*Councilmember Magill stated the park looks really good.*

**Adjourned at 6:39 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary



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

Dennis Childress	Mayor
Jon Epps	Mayor Pro Tem
Jose Hernandez	Councilmember
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, Water Utilities Director Chris Ryan, Finance Director Patrick Harvey, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**Invocation** – *Invocation was led by Councilmember Magill.*

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

**Proclamation – Republic Services Employee, Steve Bustamante** – *Mayor Childress presented Republic Services Employee, Steve Bustamante a Proclamation.*

**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 December 2, 2019 (City Secretary)**

*Motion to approve City Council Meeting minutes for December 2, 2019 – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**REGULAR AGENDA-**

**2. Presentation concerning the State of the City (Mayor Childress)**

*Mayor Childress provided the State of the City Address.*

**3. Appoint Councilmembers to serve on the Finance Committee (Finance Director)**

*Motion to appoint Councilmember Hernandez and Councilmember Howard to the Finance Committee – Fruin, seconded by Magill; motion passed with all ayes. 5/0*

**4. Conduct interviews with Boards & Commissions Applicant for appointment (City Secretary)**

*City Secretary Jackson stated Ms. Rice submitted an application to fill one of the positions that are open on either the Seagoville Economic Development Corporation or the Planning & Zoning Commission. She stated a background check was performed on Ms. Rice. She also stated Ms. Rice’s primary choice is the Seagoville Economic Development Corporation and her second choice is the Planning & Zoning Commission.*

*Councilmember Hernandez asked Ms. Rice why she should be appointed to one of the boards and what experience she has that would benefit either of the boards. Ms. Rice stated she is a Seagoville resident that looks forward to progress being made in Seagoville.*

*Motion to appoint Ms. Rice to Place Seven (7) on the Planning & Zoning Commission - Hernandez, seconded by Epps; motion passed with all ayes. 5/0*

**5. Conduct a public hearing on a request for Special Use Permit (“SUP”), subject to specified conditions, authorizing a religious institution on property zoned “C”, Commercial, being approximately 1500 square feet located on the southwest side of an approximate 16,500 square foot building commonly referred to as 150 South Watson Street, Suite 110 (Community Development Director)**

*Mayor Childress opened the public hearing at 7:20 p.m.*

*No one spoke for or against.*

*Mayor Childress closed the public hearing at 7:20 p.m.*

**6. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map, as amended, by granting a Special Use Permit (“SUP”), subject to specified conditions, authorizing a religious institution on property zoned “C”, Commercial, being approximately 1500 square feet located on the southwest side of an approximate 16,500 square foot building commonly referred to as 150 South Watson Street, Suite 110, in the City of Seagoville, Dallas County, Texas; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date (Community Development Director)**

*Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map, as amended, by granting a Special Use Permit (“SUP”), subject to specified conditions, authorizing a religious institution on property zoned “C”, Commercial, being approximately 1500 square feet located on the southwest side of an approximate 16,500 square foot building commonly referred to as 150 South Watson Street, Suite 110, in the City of Seagoville, Dallas County, Texas; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date – Epps.*

*Councilmember Hernandez asked the applicant to introduce herself. Applicant Beatrice Mata stated she lives at 405 Baker St.*

*In response to a question by Councilmember Hernandez, Community Development Director Barr stated the primary door will face Watson St.*

*Motion was seconded by Councilmember Howard; motion failed. 2/3 (For: Howard and Epps, Against: Hernandez, Magill, and Fruin)*

**7. Receive Storm Water Permit update presentation from Mark Kestner with Halff Associates Inc. (Water Utilities Director & Halff Associates Inc.)**

*Mark Kestner with Halff Associates Inc. presented the Storm Water Permit information.*

*Mayor Childress asked the audience if anyone had questions or would like to speak concerning the Storm Water Permit information. No one had questions or spoke for or against.\*

**8. Receive an update from Stephen Crawford with Halff Associates, Inc. concerning roads included in bond package (Community Development Director)**

*Stephen Crawford with Halff Associates, Inc. stated the plan is to bid Crestview to East Malloy Bridge Road by January 2020 and to have Johnnie Row & Ross Lane bid by April 2020.*

**9. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing Anderson Asphalt & Concrete Paving LLC., to perform the work on Simonds Road, from Highway 175 to approximately Two Hundred feet (200') west of Cloverhill, in an amount not to exceed One Hundred Sixteen Thousand Four Hundred Sixty Four Dollars and Twenty-Five Cents (\$116,464.25) as set forth in Exhibit A, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Community Development Director)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, authorizing Anderson Asphalt & Concrete Paving LLC., to perform the work on Simonds Road, from Highway 175 to approximately Two Hundred feet (200') west of Cloverhill, in an amount not to exceed One Hundred Sixteen Thousand Four Hundred Sixty Four Dollars and Twenty-Five Cents (\$116,464.25) as set forth in Exhibit A, attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**10. Recess into Executive Session at 7:30 p.m.**

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

- A. Section § 551.071. Consultation with City Attorney: receive legal advice related to process to sell city owned property**
- B. Section § 551.071. Consultation with attorney to seek legal advice regarding issuance of bond debt for quality of life project/tourism**

**11. Reconvene Into Regular Session at 8:23 p.m.**

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

- A. Section § 551.071. Consultation with City Attorney: receive legal advice related to process to sell city owned property**
- B. Section § 551.071. Consultation with attorney to seek legal advice regarding issuance of bond debt for quality of life project/tourism**

*No action taken.*

**12. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, approving the sale of an approximately 0.320 acre tract of land located as Lot 1R1, Denny's Day's Inn Addition in the City of Seagoville, Texas, to the Seagoville Economic Development Corporation for economic development purposes, and authorizing the signing of such further documents as may be necessary to consummate said conveyance; repealing prior actions in conflict herewith; and providing for an effective date (City Manager)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving the sale of an approximately 0.320 acre tract of land located as Lot 1R1, Denny's Day's Inn Addition in the City of Seagoville, Texas, to the Seagoville Economic Development Corporation for economic development purposes, and authorizing the signing of such further documents as may be necessary to consummate said conveyance; repealing prior actions in conflict herewith; and providing for an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 5/0*

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

*Councilmember Hernandez stated Seagoville's Central Elementary School Fourth Grade Teacher Natasha Julian was nominated as NBC 5's December Excellent Educator.*

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

*None.*

**Adjourned at 8:25 p.m.**

**APPROVED:**

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

**ATTEST:**

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

## ***Regular Session Agenda Item: 2***

**Meeting Date: January 6, 2020**

**ITEM DESCRIPTION:**

Presentation of City of Seagoville's Financial Report for Fiscal Year 2019.

**BACKGROUND OF ISSUE:**

Patrick Harvey, Director of Finance presents the City's final financial report for FY 2019.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

None

**EXHIBITS:**

None



# Memo

Date: December 15, 2019  
To: Pat Stallings, City Manager  
From: Patrick Harvey, Director of Finance  
Subject: September 2019 Financial Reports

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This memo explains the September 2019 Financial Report for the City of Seagoville for FY2019. This is the final financial report for the fiscal year and this memo explains where results vary.

## General Fund

**Revenues: General fund total revenues for the fiscal year is greater than budget (actual \$10,639,334 vs. expected \$9,519,886 (actual 111.8% vs. expected 100.0%))** The current year fiscal **Property tax** revenue collections are below last year's collection rate (97.5% vs. 100.0%) – this is due to a large local employer winning a case involving disputed property tax assessment. **Sales Tax** revenue collections are above budget expectations (**116.7%**). This is due to the State Comptroller collection of overdue use taxes from a local business, and to the presence of new businesses in the City. In **Franchise Fee** revenue, the comparative collection trend for FY 2019 vs. FY 2018 appears below:

Description	FY 2019 Amount	FY 2018 Amount	Increase (Decrease)
ONCOR	\$ 464,450	\$ 424,029	\$ 40,421
ATMOS Gas	83,794	76,511	7,284
Suddenlink Cable	38,287	35,885	2,402
Telephone	37,420	42,161	(4,740)
Republic Services	61,908	61,127	781

**Franchise Fee** receipts in total are above budget for the fiscal year (115.5% vs. 100.0%).

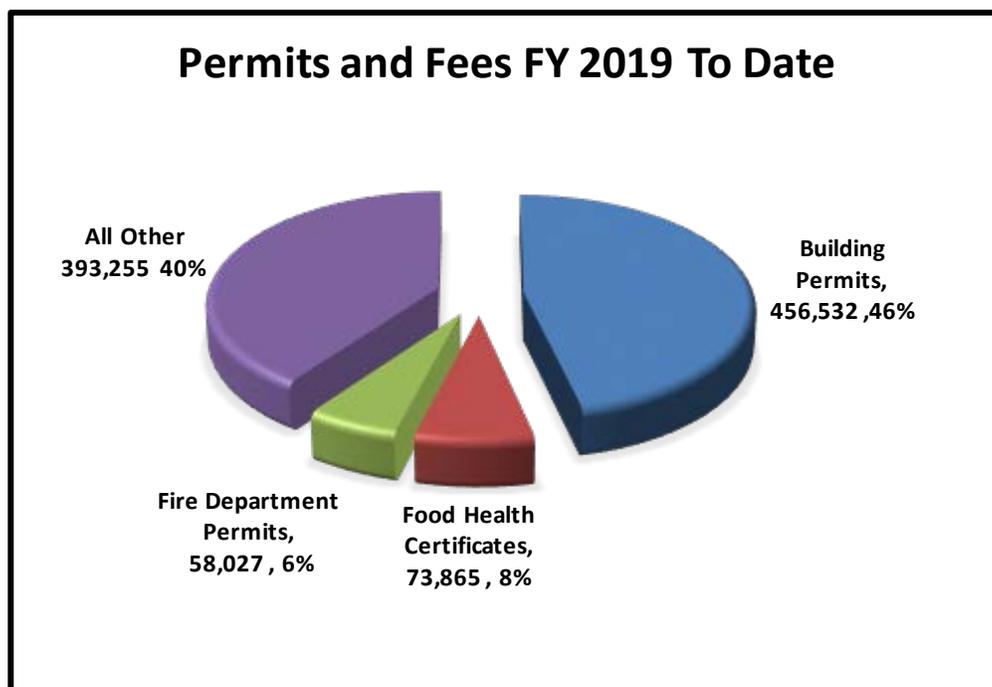
**Permits & Fees** The first quarter of FY 2019, the City received \$17,242.70 for issuing 10 permits in Brook Valley #7 subdivision and \$16,362.60 for issuing six permits in other parts of the City for Residential Building permits. This compares to the first quarter of FY 2018, in which the City received \$2,547.50 for issuing 2 permits in Priest Acres subdivision, \$3,283.65 for issuing 3 permits in the Sandy Hill subdivision, \$1,072.15 for issuing a permit in the Stafford Addition subdivision, and \$4,563.25 for issuing six permits in other parts of the City.

The second quarter of FY 2019, the City received \$10,436.40 for issuing 8 permits in Brook Valley #7 subdivision, \$2,883.50 for issuing two permits for the Super One renovation project, \$2,858.55 for issuing a permit to Starbucks, \$9,510.50 for issuing 7 permits in other parts of the City, \$4,000.00 in plan review fees for Seagoville Farms, and \$73,729.90 for issuing 66 permits for Highland Meadows Phase 3.

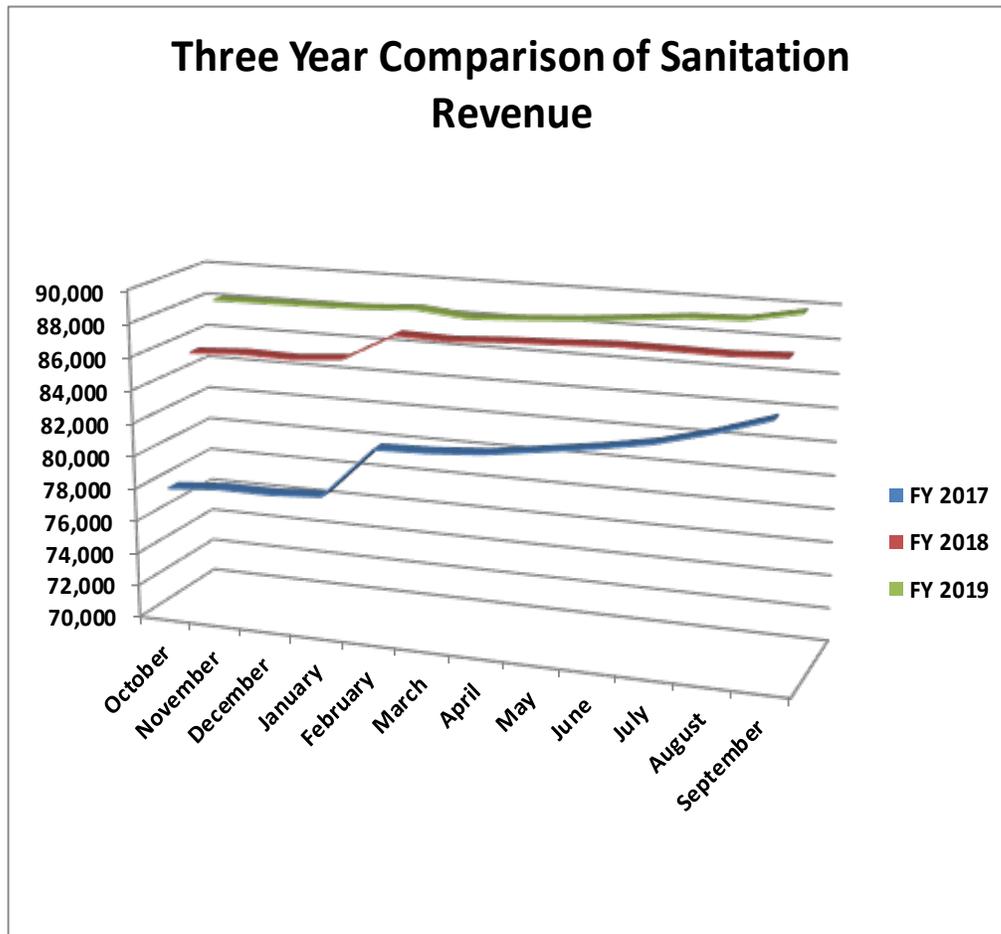
During the third quarter of FY 2019, the City received \$1,486.55 for issuing a permit in Brook Valley #7 subdivision, \$1,178.55 for issuing a permit for the Super One renovation project, \$14,271.00 for issuing 11 permits in other parts of the City, \$7,534.65 for issuing 3 permits for Wal-Mart remodeling, and \$100,620.00 for issuing 69 permits for Highland Meadows Phase 3.

In the fourth quarter of FY 2019, the City received \$64,443.75 for issuing 35 permits for Highland Meadows Phase 3 and \$278,979.81 in inspection fees for Seagoville Farms.

Description	FY 2019 Amount	FY 2018 Amount	Increase (Decrease)
Building Permits	\$ 456,532	\$ 170,643	\$ 285,889
Inspection Fees	282,280	171,149	111,131
Food Health Certificates	73,865	69,316	4,549
Fire Department Permits	58,027	50,748	7,280
All Other	110,976	84,524	26,451



**Sanitation** revenue is up compared to budget (111.4% actual vs. 100.0% expected). This is slightly higher than last year's revenue of 101.4%.



**Expenditures: Total General Fund expenditures are at expectations (98.6% actual vs. 100.00% expected).**

**City Secretary** is above expectations due to the payment to Dallas County for the May 2019 election.

**Sanitation** is above expectations due to higher than anticipated residential activity.

**Streets** department is above budget expectations due to an increase in uniform purchases, minor equipment purchases such as LED lamps, tools and supplies for the sign shop, vehicle fuel costs and Other Contract Maintenance which includes Asphalt for Sunnyvale and Motor Grader for Elizabeth Lane and Tunnell St, pest control services for Bearden Park and concrete medians, providing asphalt for Central Park as well as street sweeping various streets.

**Non departmental** is above expectations mainly due to the annual premium payment to TML for workers' compensation and property/casualty insurance. Postage, data processing supplies and

memberships are also above budget expectations fiscal year to date. There was also an increase above budget in **Legal fees** for Nichols, Jackson, Dillard, Hager.

### **Use of Fund Balance Projects**

The LED sign purchase will be reflected in FY 2020 operations. The fire station transfer was increased to provide additional resources, if required, to complete the project. The emergency siren replacement allocates unspent funds from previous years for fire siren replacement in a separate fund balance category, making it easier to determine how much is available for future siren replacement. The construction of the Bruce Park restroom facility was budgeted for last fiscal year construction and rolled over into this fiscal year. Sanitation – storm cleanup was the amount expended to Republic Services for their initiative to clean up storm debris citywide after a severe storm event. The actual amount was less than the initial estimate of over \$60,000.

### **Water and Sewer Fund (Fund 20)**

**Revenues: Total Water and Sewer Fund revenues exceed budget expectations (119.9% vs. 100.0%).** Virtually all increases in this fund are directly due to an increased residential and commercial customer base from the ongoing growth trend in the City. **Water and Sewer Tap Fees** reflect more development in the community. **Meter Installation Fees** reflect residential development activity in the City. **Penalties Interest and Reconnection Fees** show activity on late paying accounts. **Developer Contribution** reflects the construction and donation to the City from a local developer of the Highland Meadows Phase 3 lift station.

**Expenditures: The year to date expenditure trend is within expectations (91.1% actual vs. 100.00% expected).**

**Utility Administration** was above expectation due to staff retirement.

**Customer Service** was above expectations due to customer payment processing costs exceeding expectations.

**Non departmental** is above expectations due to the annual premium payment to TML for workers' compensation and property/casualty insurance, and to the completion of the Water master plan by the City's consulting engineers.

**Use of Financial Reserves** reflect the major repair of the sewer line in the vicinity of Ace Hardware and the Police Station. **Cityworks System Renewal payment plus** added 4 standard logins and web hooks to current licensing. This system represents a major element of compliance with the EPA's administrative order.

### **Other Funds**

**W&S Improvements (Fund 22)** Expenditures reflect progress payments on the Highway 175 sewer line replacement project (\$469,062.75) and Ard Road Pump Station Improvements (\$91,115.55). These costs were offset by a refund of bond issue costs from a prior year bond sale (\$4,239.79)

**Park Maintenance** revenue includes over \$135,000 in fees received from a local developer. These revenues provided resources for the installation of light poles at Casa Grande Park (\$18,322.50), the installation of a fence at Bearden Park (\$27,172.80), the installation of a fence at Petty White Park (\$17,793.20), foundation repair of the concession stand at Bearden Park (\$8,900.00), and Phase I of Bruce Park approach (\$50,053.00). Funds were also provided to replace the mulch in parks (\$8,413.27).

**Street Maintenance (Fund 43)** The expenditures include payment to C & M Concrete for Seagoville Road Repair project (\$143,754.68). Other expenditures include \$649,368.00 for East Malloy Bridge Road project, \$104,529.00 for repairs to Concord Circle, \$76,659.00 for the Malloy Bridge Chip Seal Project (an additional \$50,000 provided by Dallas County), \$84,885.00 accumulated engineering costs for Crestview Engineering, and \$142,036.25 for various projects throughout the City. Additionally, there was a bond issue cost refund of \$3,468.93.

**2019 Street Projects (Fund 44).** This fund was established to account for the inflows and outflows of resources connected with the development of Crestview, Johnnie Row and other streets in the City identified in the FY 2020 budget.

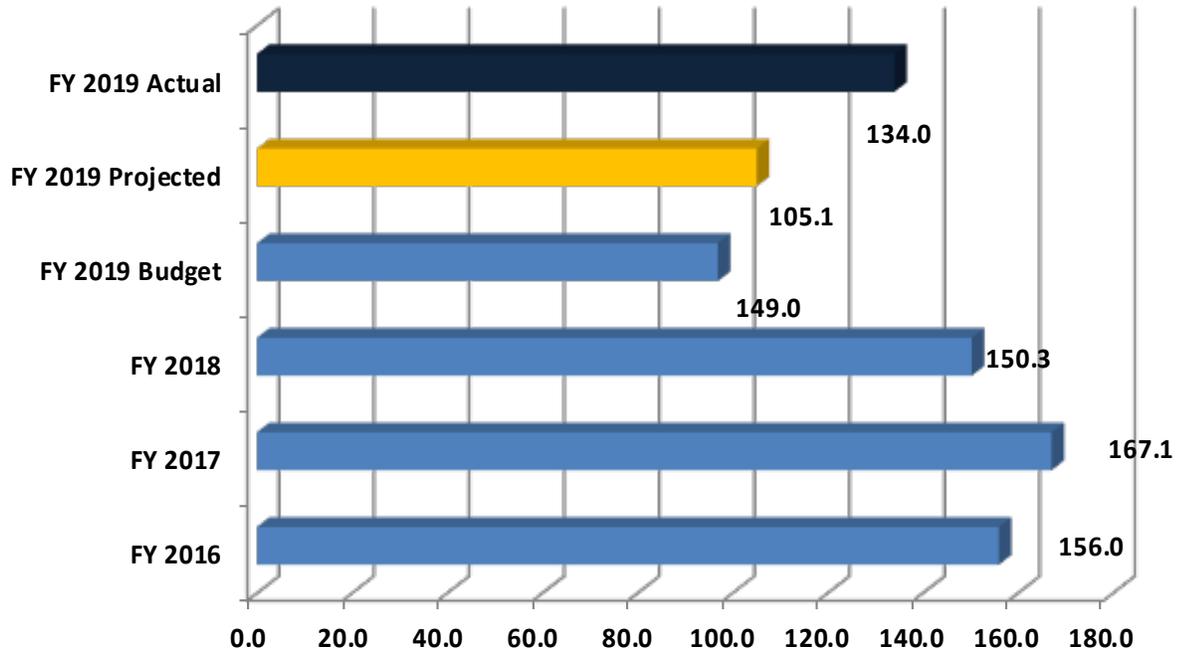
**New Fire Station (Fund 54).** This fund was established to account for the resources provided and expended for the construction of a second fire station.

**Emergency Communications System.** This fund was established to account for the acquisition of a new communication system for the Police and Fire departments. This project is scheduled for completion in FY 2020.

**GENERAL FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
AS OF 9/30/19  
100% OF BUDGET YEAR**

	<b>Adopted Budget</b>	<b>Year to Date</b>	<b>% tage of Budget</b>
<b>REVENUES:</b>			
Property Taxes	\$4,745,438	\$4,628,644	97.5%
Sales Taxes	2,447,978	2,857,274	116.7%
Franchise Fees	614,525	709,783	115.5%
Sanitation	954,350	1,062,684	111.4%
All Other	<u>757,595</u>	<u>1,380,949</u>	182.3%
<b>TOTAL REVENUES</b>	<b>\$9,519,886</b>	<b>\$10,639,334</b>	<b>111.8%</b>
Transfers In:	379,904	379,904	100.0%
<b>EXPENDITURES:</b>			
Public Safety	\$5,053,217	\$4,912,130	97.2%
Community Development	1,277,016	1,280,794	100.3%
Community Services	1,417,000	1,423,087	100.4%
General Government	962,302	947,609	98.5%
Non departmental	<u>391,055</u>	<u>410,663</u>	105.0%
<b>TOTAL EXPENDITURES</b>	<b>\$9,100,590</b>	<b>\$8,974,283</b>	<b>98.6%</b>
Use of Fund Balance	1,920,413	\$2,233,406	116.3%
Grant Equipment		-	
Christmas Toy Drive		-	

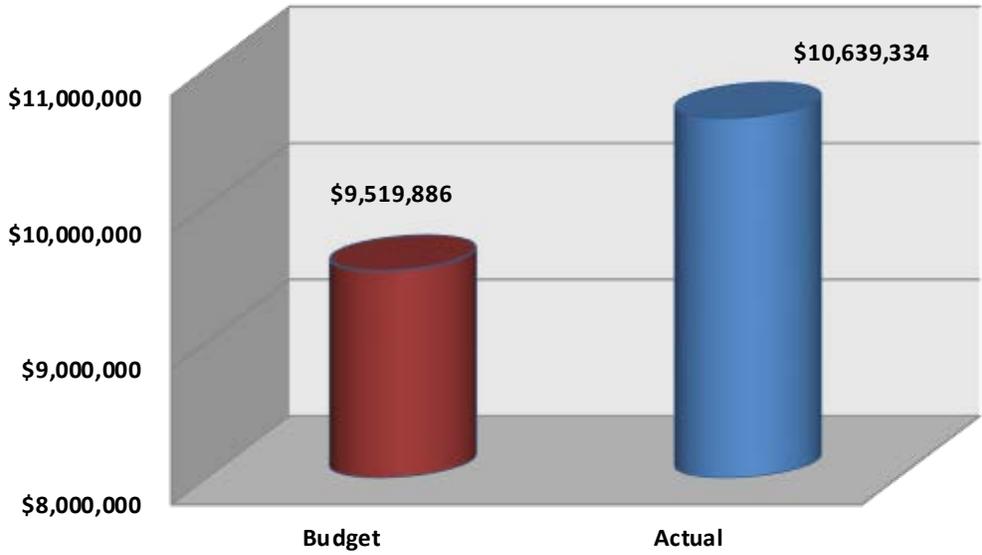
## Comparative Days of Fund Balance - General Fund



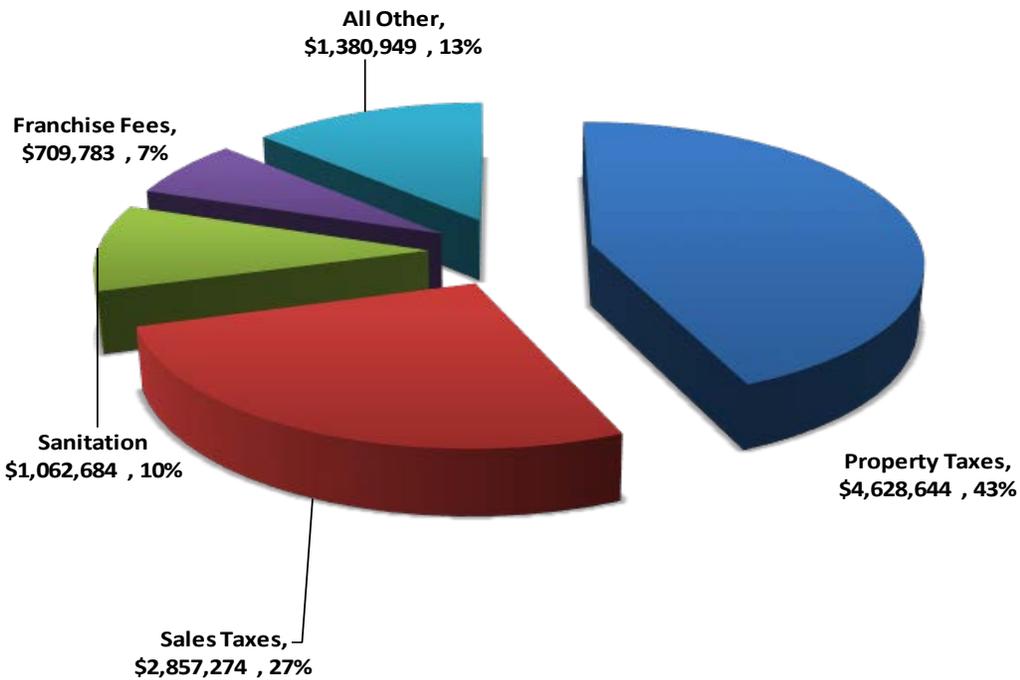
**GENERAL FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
FOR FISCAL YEAR 2018-19  
AS OF 9/30/19  
100.00 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Amended Budget	Year-to-Date	% of Budget
<b>Revenues:</b>						
Property Taxes	\$4,011,440	\$4,291,709	107.0%	\$4,745,438	\$4,628,644	97.5%
Sales Taxes	\$2,293,470	\$2,521,508	109.9%	\$2,447,978	\$2,857,274	116.7%
Franchise Fees	\$637,500	\$664,541	104.2%	\$614,525	\$709,783	115.5%
Permits & Fees	\$411,395	\$546,380	132.8%	\$368,595	\$981,680	266.3%
Sanitation	\$934,920	\$1,044,430	111.7%	\$954,350	\$1,062,684	111.4%
Senior Activities	\$29,000	\$52,922	182.5%	\$42,500	\$57,136	134.4%
Fines	\$192,500	\$246,836	128.2%	\$227,500	\$289,729	127.4%
Interest	\$2,500	\$26,976	1079.0%	\$13,000	\$40,615	312.4%
Grants		\$79,865		\$100,000		0.0%
Miscellaneous	\$6,000	\$6,515	108.6%	\$6,000	\$11,790	196.5%
<b>Total Revenues</b>	<b>\$8,518,725</b>	<b>\$9,481,681</b>	<b>111.3%</b>	<b>\$9,519,886</b>	<b>\$10,639,334</b>	<b>111.8%</b>
<b>Transfers In:</b>	<b>\$379,904</b>	<b>\$379,904</b>	<b>100.0%</b>	<b>\$379,904</b>	<b>\$379,904</b>	<b>100.0%</b>

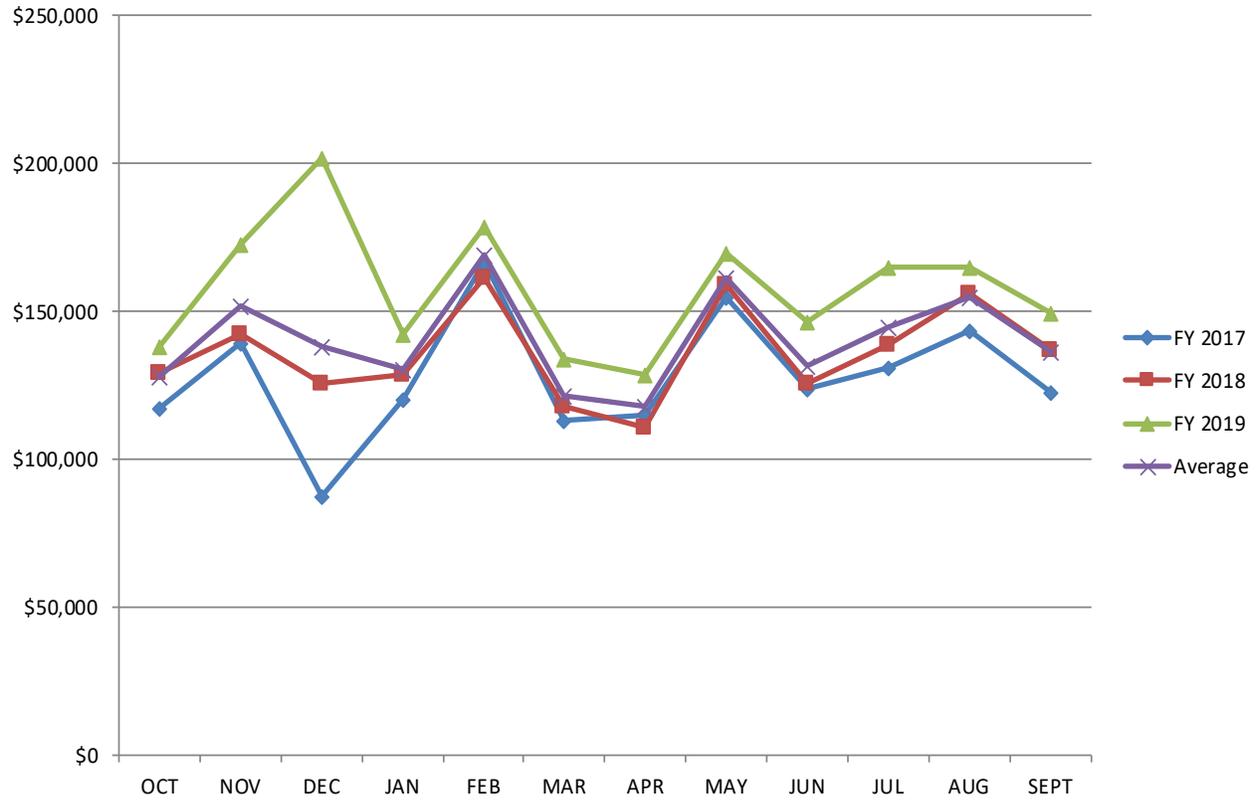
## Year to Date Revenue Comparison General Fund



## General Fund Revenues 4th Quarter, FY 2019 Total \$10,639,334

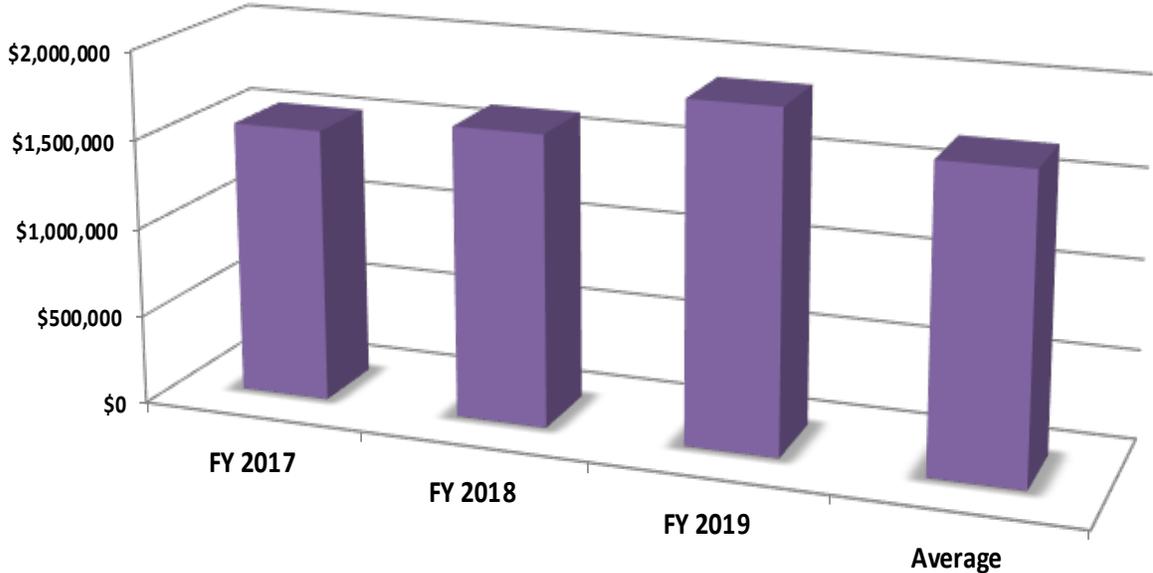


## General Fund Sales Tax Comparison



	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>Three Year Average</b>
OCT	117,255.97	129,581.47	138,378.74	128,405.39
NOV	139,335.95	142,707.74	173,057.45	151,700.38
DEC	87,836.00	125,490.04	201,730.66	138,352.23
JAN	120,436.32	128,533.63	142,638.91	130,536.28
FEB	167,079.94	161,739.81	178,469.13	169,096.29
MAR	113,468.05	117,942.89	134,151.31	121,854.08
APR	115,183.31	110,613.83	128,468.61	118,088.58
MAY	154,902.01	159,370.18	169,911.46	161,394.55
JUNE	123,730.29	125,678.24	146,585.42	131,997.98
JULY	131,020.10	138,665.29	164,879.75	144,855.05
AUG	143,683.22	155,884.05	165,213.27	154,926.85
SEPT	122,944.19	137,130.49	149,792.70	136,622.46

### Fiscal Year to Date Comparison - Sales Tax



	FY 2017	FY 2018	FY 2019	Three Year Average
Fiscal Year To Date	1,536,875.32	1,633,337.63	1,893,277.39	1,687,830.11



# Sales & Use Tax Monthly Summary General Fund

September, 2019

<b>History by Month</b>					
Month	FY 16-17	FY 17-18	FY 18-19	Inc/(Dec) From Last Year	Percent +/-
October	\$ 117,255.97	\$ 129,581.47	\$ 138,378.74	\$ 8,797.27	6.8%
November	\$ 139,335.95	\$ 142,707.74	\$ 173,057.45	\$ 30,349.71	21.3%
December	\$ 87,836.00	\$ 125,490.04	\$ 201,730.66	\$ 76,240.62	60.8%
January	\$ 120,436.32	\$ 128,533.63	\$ 142,638.91	\$ 14,105.28	11.0%
February	\$ 167,079.94	\$ 161,739.81	\$ 178,469.13	\$ 16,729.33	10.3%
March	\$ 113,468.05	\$ 117,942.89	\$ 134,151.31	\$ 16,208.42	13.7%
April	\$ 115,183.31	\$ 110,613.83	\$ 128,468.61	\$ 17,854.78	16.1%
May	\$ 154,902.01	\$ 159,370.18	\$ 169,911.46	\$ 10,541.28	6.6%
June	\$ 123,730.29	\$ 125,678.24	\$ 146,585.42	\$ 20,907.19	16.6%
July	\$ 131,020.10	\$ 138,665.29	\$ 164,879.75	\$ 26,214.46	18.9%
August	\$ 143,683.22	\$ 155,884.05	\$ 165,213.27	\$ 9,329.22	6.0%
September	\$ 122,944.19	\$ 137,130.49	\$ 149,792.70	\$ 12,662.21	9.2%
<b>Total General Fund</b>	\$ 1,536,875.32	\$ 1,633,337.63	\$ 1,893,277.39	\$ 259,939.76	15.9%

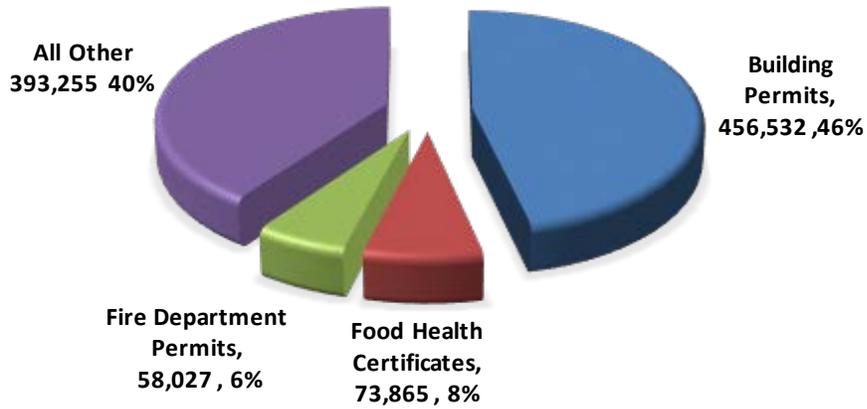
<b>Actual to Budget</b>					
<b>GF Budget FY 2019</b>				<b>\$ 1,621,842</b>	
	<u>PERCENT YTD</u>	<u>AMOUNT YTD</u>			
Target to Budget	100.00%	\$ 1,621,842.00			
Actual to Budget	116.74%	\$ 1,893,277.39			
Amount Over/(Under)		\$ 271,435.39			
Percent +/-		16.74%		<u>OVER/(UNDER)</u>	<u>% +/-</u>
September 30 Forecast			<b>\$ 1,893,277</b>	\$ 271,435	16.7%

<b>Actual to Actual</b>					
Year to Date	FY 16-17	FY 17-18	FY 18-19	Inc/(Dec) From Last Year	Percent +/-
	\$ 1,536,875.32	\$ 1,633,337.63	\$ 1,893,277.39	\$ 259,939.76	15.9%

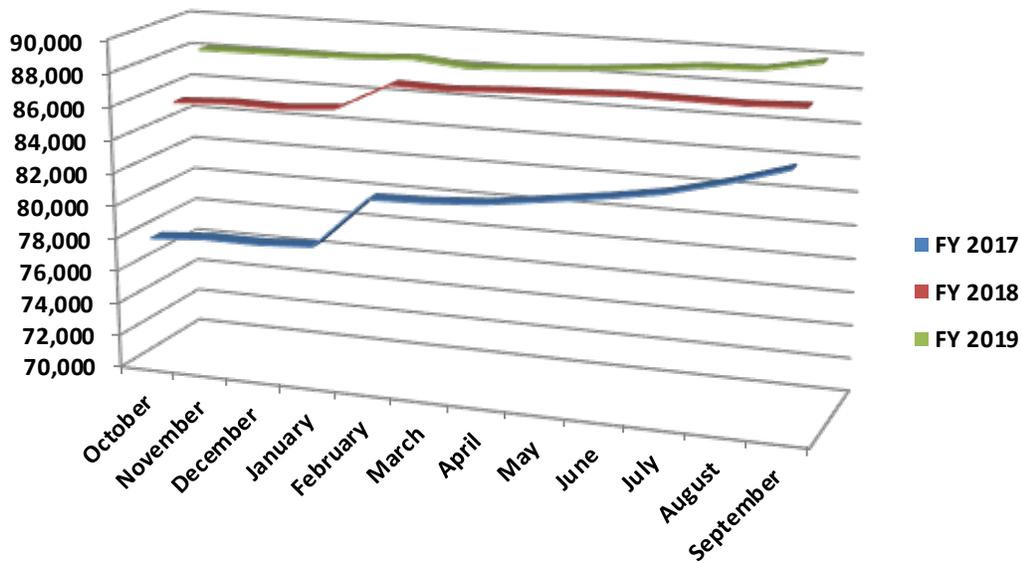
<b>Total Sales Tax &amp; Distribution</b>				
	General Fund	PTR	4B	Total
<b>This Month</b>	\$ 149,792.70	\$ 74,896.35	\$ 74,896.35	<b>\$ 299,585.39</b>
<b>Year to Date</b>	\$ 1,893,277.39	\$ 946,638.69	\$ 946,638.68	<b>\$ 3,786,554.77</b>

*NOTE: SALES TAX IS RECEIVED FROM THE STATE TWO MONTHS AFTER THE ACTUAL SALE DATE.*

## Permits and Fees FY 2019 To Date



## Three Year Comparison of Sanitation Revenue



**GENERAL FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
FOR FISCAL YEAR 2018-19  
AS OF 9/30/19  
100.00 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Amended Budget	Year-to-Date	% of Budget
<b>Expenditures:</b>						
City Council	\$9,450	\$2,076	22.0%	\$9,450	\$1,234	13.1%
City Manager	\$213,681	\$212,610	99.5%	\$221,111	\$217,823	98.5%
City Secretary	\$100,410	\$104,516	104.1%	\$114,379	\$115,869	101.3%
Finance	\$361,436	\$373,571	103.4%	\$367,824	\$369,714	100.5%
Animal Control	\$114,339	\$109,169	95.5%	\$115,976	\$112,806	97.3%
Code Enforcement	\$181,758	\$184,818	101.7%	\$187,386	\$171,942	91.8%
Bldg Inspection/Services	\$342,274	\$344,439	100.6%	\$410,175	\$396,453	96.7%
Police	\$2,024,940	\$2,012,604	99.4%	\$2,155,240	\$2,112,528	98.0%
Planning	\$84,023	\$85,291	101.5%	\$96,428	\$95,790	99.3%
Fire	\$1,698,473	\$1,714,929	101.0%	\$1,860,266	\$1,845,843	99.2%
Municipal Court	\$169,508	\$164,852	97.3%	\$170,800	\$169,700	99.4%
Library	\$185,613	\$181,284	97.7%	\$224,275	\$220,460	98.3%
Senior Center	\$202,459	\$195,133	96.4%	\$214,645	\$202,748	94.5%
Streets	\$317,080	\$317,441	100.1%	\$325,862	\$362,432	111.2%
Sanitation	\$747,680	\$802,800	107.4%	\$807,280	\$830,180	102.8%
Support Services	\$662,229	\$603,192	91.1%	\$754,373	\$673,593	89.3%
Parks	\$241,985	\$259,247	107.1%	\$257,165	\$254,177	98.8%
Emergency Medical Service	\$164,080	\$164,080	100.0%	\$167,362	\$167,362	100.0%
Information Technology	\$81,679	\$82,513	101.0%	\$121,294	\$117,784	97.1%
Human Resources	\$114,584	\$115,105	100.5%	\$128,244	\$125,185	97.6%
Non Departmental	\$347,598	\$351,024	101.0%	\$391,055	\$410,663	105.0%
<b>Total Expenditures</b>	<b>\$8,365,279</b>	<b>\$8,380,694</b>	<b>100.2%</b>	<b>\$9,100,590</b>	<b>\$8,974,283</b>	<b>98.6%</b>
<b>Debt Payment (Quint)</b>	<b>\$72,000</b>	<b>\$46,266</b>	<b>64.3%</b>	<b>\$72,000</b>	<b>\$68,210</b>	<b>94.7%</b>
<b>Interest Payment</b>		<b>\$23,757</b>				
<b>Grant Equipment</b>		<b>\$79,865</b>				
<b>Christmas Toy Drive</b>		<b>\$175</b>				
<b>Transfers and Reserves</b>	<b>\$461,350</b>	<b>\$457,411</b>	<b>99.1%</b>	<b>\$443,850</b>	<b>\$444,158</b>	<b>100.1%</b>
<b>Use of Fund Balance Projects</b>	<b>\$965,756</b>	<b>\$845,099</b>	<b>87.5%</b>	<b>\$1,404,563</b>	<b>1,721,037</b>	<b>122.5%</b>

12/20/2019 15:18

**General Fund  
Use of Fund Balance Projects  
FY 2019**

	<u>Budget</u>	<u>Actual</u>
Patrol Vehicle Purchases	110,490.00	95,881.15
Police Equipment	23,333.00	20,688.39
Animal Services Interior Lighting	6,550.00	4,837.78
City Hall LED Sign	100,000.00	-
New Fire Station	935,000.00	1,235,000.00
Firefighting Equipment	36,500.00	37,036.36
Planning Equipment	17,795.00	-
Building Inspection & Services Vehicle	30,425.00	28,969.33
Emergency Siren Placement	25,000.00	65,915.00
Vehicle Replacement Transfer	42,000.00	42,000.00
Tuition Reimbursement Program	15,000.00	1,000.00
Debt Payment - Roof Repair	47,470.00	46,314.13
Bruce Park Restroom Facility ( <b>NOTE</b> )	-	89,586.14
Election Officers	15,000.00	-
Sanitation - Storm Cleanup	-	53,809.18
<b>Total</b>	<b><u>1,404,563.00</u></b>	<b><u>1,721,037.46</u></b>

**Police Equipment**

Handguns, Shotguns & Patrol Rifles	15,398.00	14,430.39
Three X-26P Tasers	3,435.00	3,435.00
New Detective Computer and CJIS Compliant Tablet	4,500.00	2,823.00
	23,333.00	20,688.39

**NOTE**

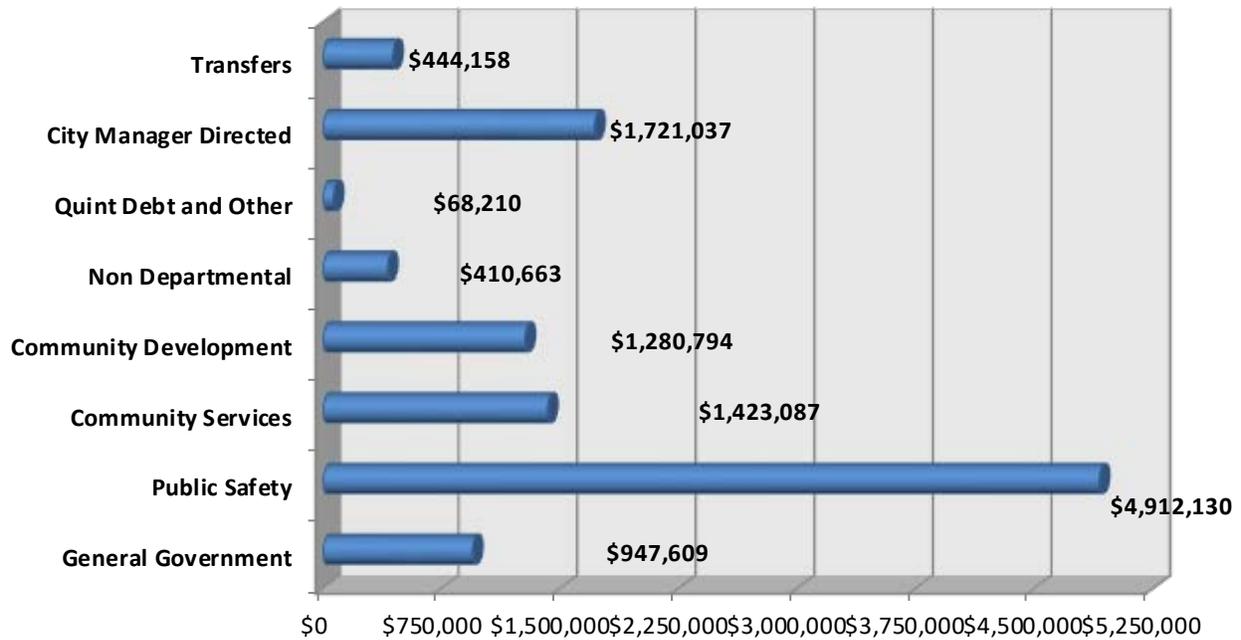
Construction of restroom facility planned for completion in FY 2018.  
Operational March 1, 2019.

**Patrol Vehicle Purchases** represent the planned replacement of a patrol vehicle and the acquisition of a new vehicle for the detective position authorized in the FY 2019 budget.

**Firefighting Equipment** includes funding for the refurbishment of Engine 1 (\$32,500), acquisition of bunker gear (\$3,000) and technical rope rescue gear (\$1,000).

**Debt Payment - Roof Repair** provides funding for the monthly repayment for the roof repair at City Hall. Final payment is October 2019.

**General Fund Expenditures, Transfers  
and One Time Fund Balance Outlays  
4th Quarter FY 2019  
Total \$11,207,689**



**General Government**

City Council, City Manager, City Secretary, Information Technology, Human Resources and Finance

**Community Development**

Building Services, Code Enforcement, Streets, Parks, Planning

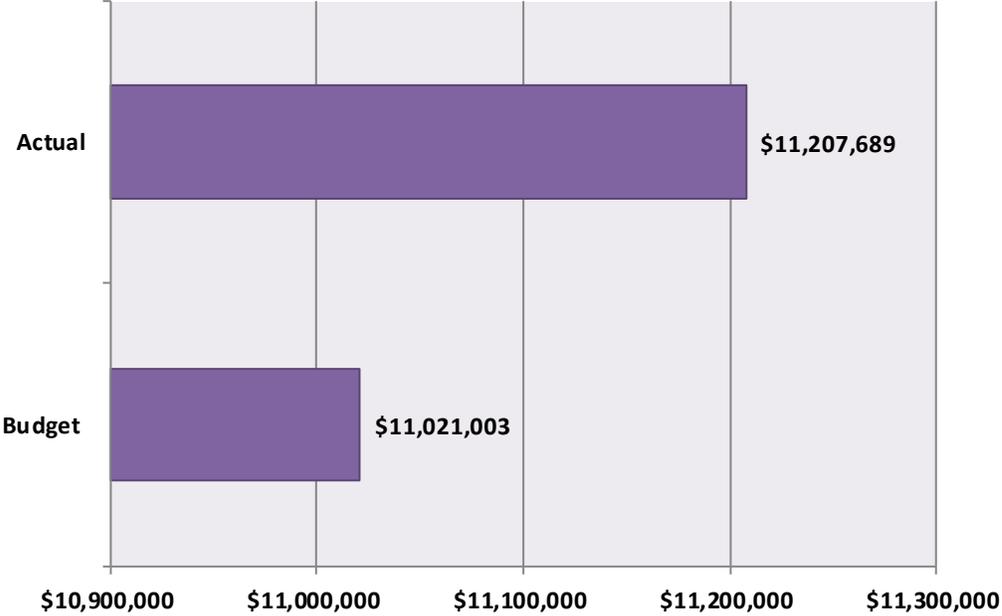
**Community Services**

Municipal Court, Library, Senior Center, Sanitation

**Public Safety**

Police, Fire, Ambulance, Support Services, Animal Control

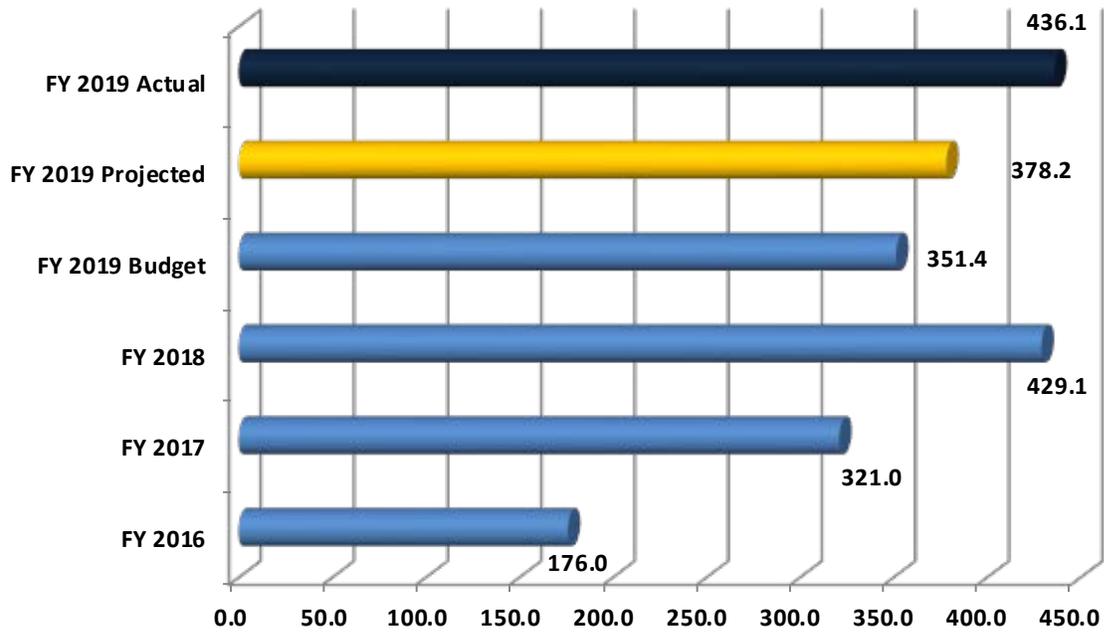
# Year to Date Expenditure Comparison General Fund



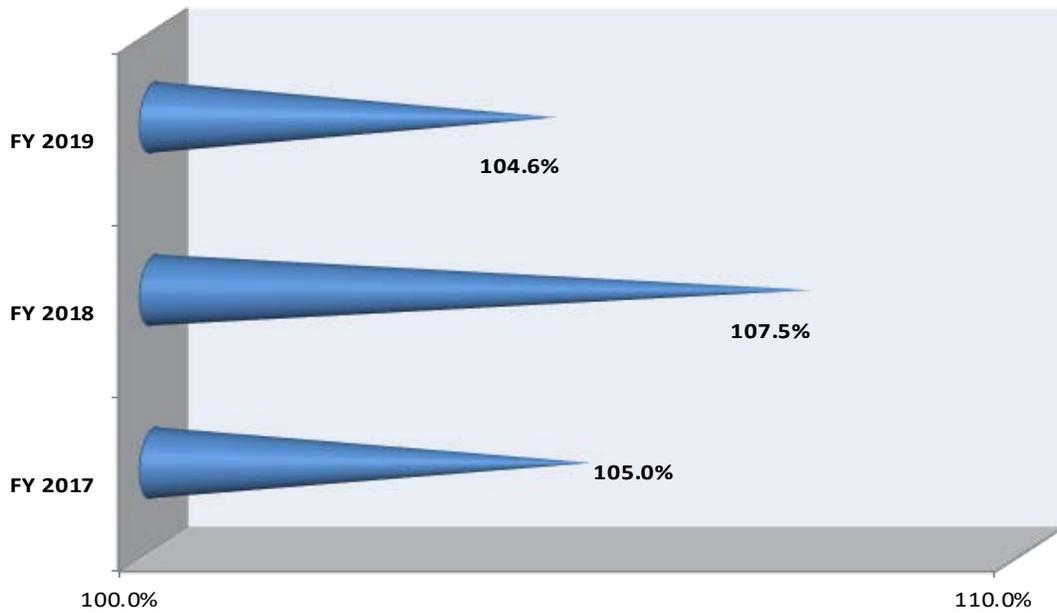
**WATER AND SEWER FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
AS OF 9/30/19  
100% OF BUDGET YEAR**

	<b>Budget</b>	<b>Year to Date</b>	<b>% tage of Budget</b>
<b>REVENUES:</b>			
Water Sales	\$3,517,634	\$3,681,169	104.6%
Sewer Sales	3,120,468	3,417,529	109.5%
Developer Contribution	-	733,382	0.0%
All Other	<u>209,125</u>	<u>374,750</u>	179.2%
<b>TOTAL REVENUES</b>	<b>\$6,847,227</b>	<b>\$8,206,830</b>	<b>119.9%</b>
<b>EXPENDITURES:</b>			
Water Services	\$2,319,402	\$1,967,406	84.8%
Sewer Services	2,422,788	2,205,834	91.0%
Debt Service Transfer	516,559	516,559	100.0%
Non Departmental	98,363	124,116	126.2%
All Other	<u>395,309</u>	<u>424,309</u>	107.3%
<b>TOTAL EXPENDITURES</b>	<b>\$5,752,421</b>	<b>\$5,238,223</b>	<b>91.1%</b>
Use of Reserve	\$167,145	\$378,803	226.6%
Transfers Out	1,252,304	966,617	77.2%

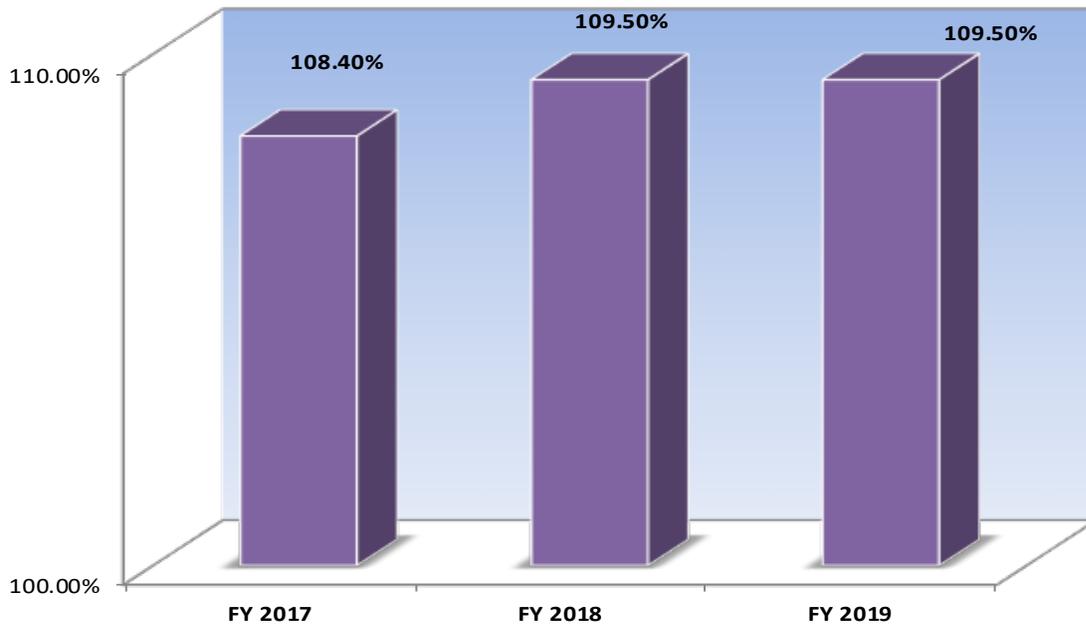
## Comparative Days of W&S Reserves



### Water Revenue as a % of Budget 100% of the Fiscal Year



### Sewer Revenue as a % of Budget 100% of the Fiscal Year





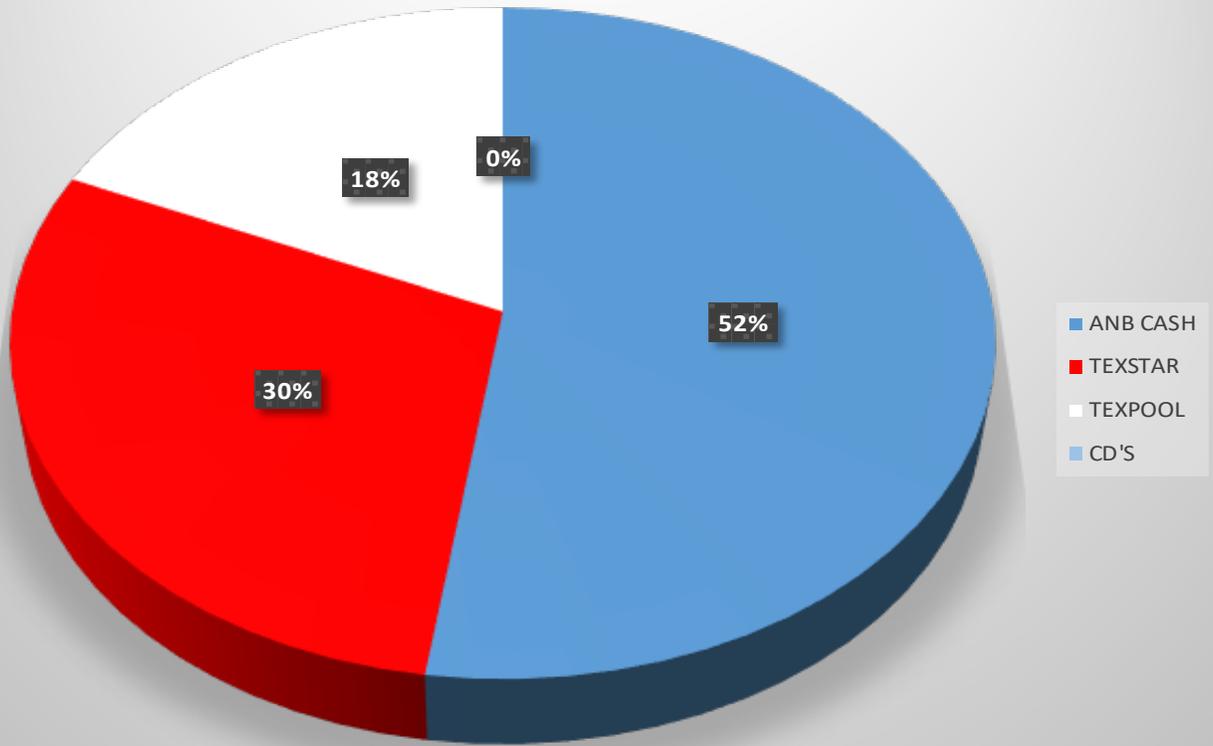
**OTHER FUNDS: FINANCIAL SUMMARY  
FOR FISCAL YEAR 2018-19  
AS OF 9/30/19  
100.00 % OF BUDGET YEAR**

FUND #	FUND NAME	FY 2018 ACTUAL YEAR-TO-DATE REVENUES	FY 2019 ANNUAL REVENUE BUDGET	FY 2019 ACTUAL YEAR-TO-DATE REVENUES	FY 2018 ACTUAL YEAR-TO-DATE EXPENDITURES	FY 2019 ANNUAL EXPENDITURE BUDGET	FY 2019 ACTUAL YEAR-TO-DATE EXPENDITURES
<b>ENTERPRISE FUNDS</b>					<b>ENTERPRISE FUNDS</b>		
21	W&S Debt Service	\$685,558	\$0	\$517,777	\$199,191	\$516,559	\$141,718
22	W&S Improvements	\$28,584	\$832,000	\$574,603	\$52,090	\$1,037,000	\$555,939
61	Storm Water	\$108,860	\$1,213,585	\$220,832	\$86,616	\$1,142,866	\$281,903
<b>SPECIAL REVENUE FUNDS</b>					<b>SPECIAL REVENUE FUNDS</b>		
29	Police Seizure State	\$0	\$0	\$5,114	\$1,779	\$0	\$0
32	Miscellaneous Grants	\$949	\$2,000	\$970	\$905	\$2,500	\$862
35	Recycle Revenue Fund	\$546	\$500	\$936	\$321	\$500	\$566
36	Municipal Court	\$10,229	\$9,500	\$12,396	\$6,907	\$7,972	\$7,755
38	Park Development	\$0	\$0	\$2,624	\$0	\$0	\$0
39	Hotel Motel Fund	\$22,647	\$27,500	\$49,891	\$21,731	\$27,500	\$57,891
42	Park Maintenance	\$24,055	\$2,000	\$138,541	\$0	\$0	\$131,354
45	Animal Shelter	\$3,158	\$3,000	\$2,682	\$2,709	\$3,000	\$0
46	Animal Shelter Bldg	\$0	\$2	\$2	\$0	\$0	\$0
47	Vehicle Replacement Fund	\$42,963	\$44,600	\$50,005	\$3,646	\$0	\$0
48	Technology Replacement	\$17,500	\$17,500	\$17,500	\$16,949	\$17,500	\$13,978
50	TLEOSE	\$2,076	\$2,000	\$2,053	\$2,518	\$1,000	\$1,362
52	InterAgency PS Training	\$0	\$2,500	\$0	\$0	\$2,000	\$0
<b>DEBT SERVICE FUND</b>					<b>DEBT SERVICE FUND</b>		
2	General Debt Service	\$1,964,857	\$242,525	\$240,261	\$1,935,079	\$175,928	\$191,211
<b>CAPITAL PROJECTS</b>					<b>CAPITAL PROJECTS</b>		
43	Street Maintenance	\$752,540	\$4,061,850	\$467,901	\$1,154,479	\$2,680,000	\$1,197,763
44	2019 Street Projects	\$0	\$0	\$4,809,009	\$0	\$0	\$154,201
54	New Fire Station	\$0	\$0	\$1,235,000	\$0	\$0	\$60,472
65	Emergency Communications System	\$0	\$0	\$1,483,289	\$0	\$0	\$1,251,917

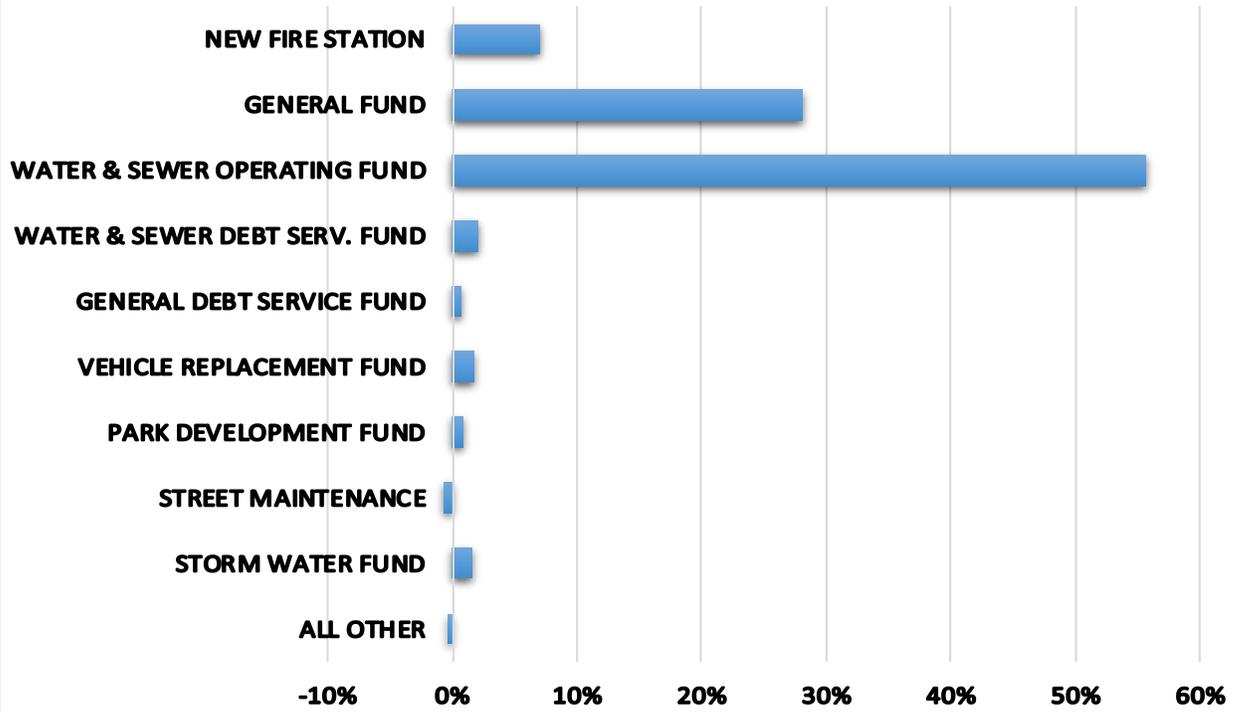
**CITY OF SEAGOVILLE  
CASH REPORT  
4TH QUARTER FY 2019**

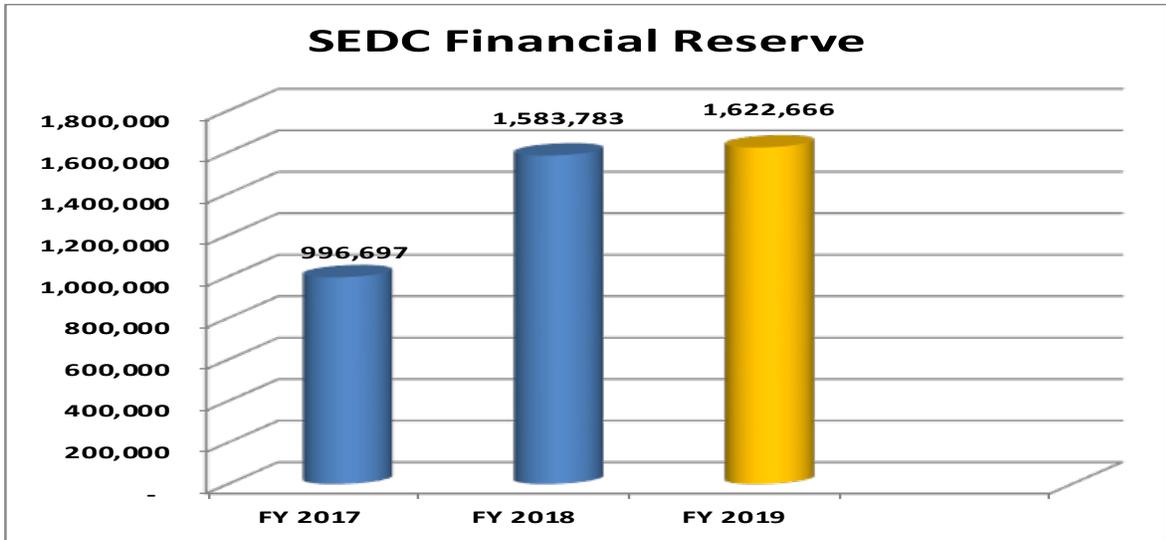
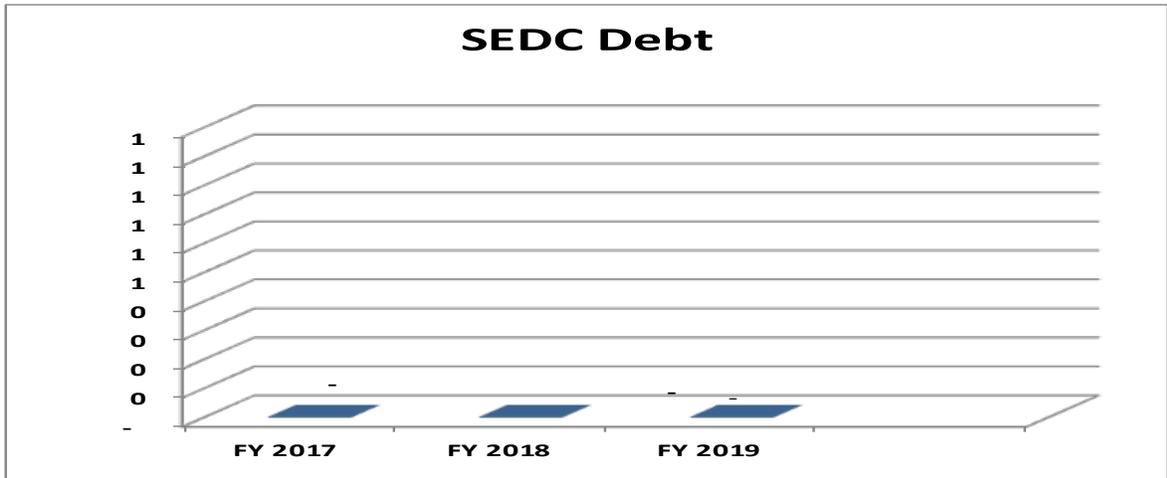
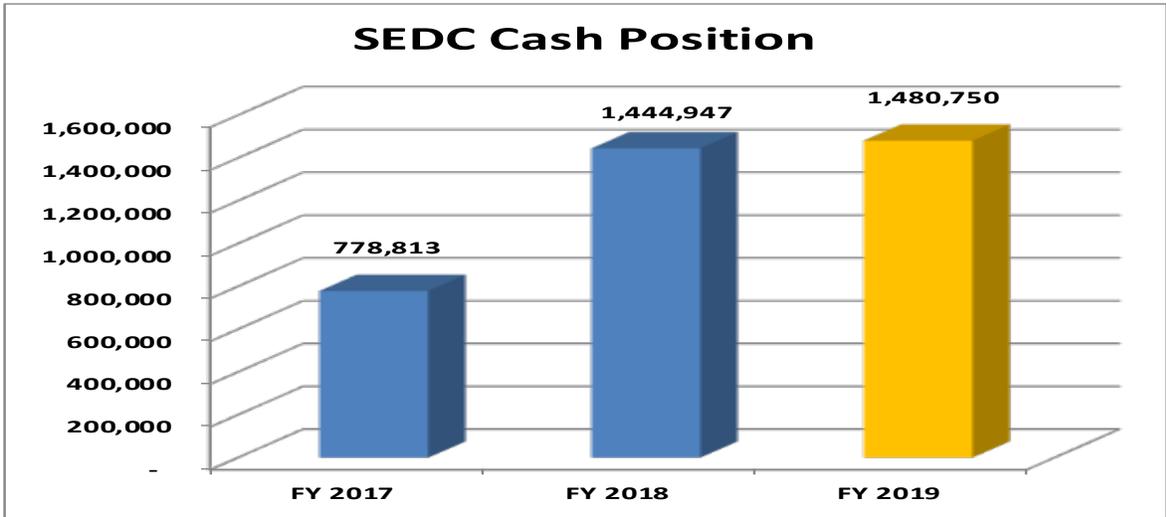
<b>Bank Acct#</b>	<b>Bank Account Name</b>	<b>ACCT BALANCE AS OF JUNE 30, 2019</b>	<b>CHANGES</b>	<b>ACCT BALANCE AS OF SEPT 30, 2019</b>
800008997	ANB Group Insurance Trust Bank	54.85	0.40	55.25
800000838	ANB PAYROLL FUND	15,785.75	(3,767.57)	12,018.18
4600130068	ANB ROOF	48,525.38	(11,862.22)	36,663.16
4600016705	ANB PEG	100,799.72	12.70	100,812.42
800007205	ANB PRIMARY	9,657,904.52	(317,843.48)	9,340,061.04
800013104	ANB ANIMAL SHELTER OPERATIONS	4,493.99	0.57	4,494.56
<b>TOTALS</b>	<b>CASH ACCOUNTS</b>	<b>9,827,564.21</b>	<b>(333,459.60)</b>	<b>9,494,104.61</b>
572915620	TEXSTAR- FY 2015 BONDS	634,686.05	(300,796.39)	333,889.66
572920190	TEXSTAR- 2019 BONDS	6,012,254.70	(1,363,110.49)	4,649,144.21
572920191	TEXSTAR- 2019 EMERGENCY COM SYS	1,400,642.00	(1,032,904.68)	367,737.32
449/1291300001	TEXPOOL-GENERAL FUND	1,573,820.94	8,909.21	1,582,730.15
449/1291300003	TEXPOOL-WATER AND SEWER	1,332,202.57	7,541.56	1,339,744.13
449/1291300004	TEXPOOL-WATER DEPOSIT FUND	320,467.81	1,814.13	322,281.94
449/1291300006	TEXPOOL-GOVT DEBT SVC	11,585.13	65.63	11,650.76
449/1291300007	TEXPOOL-WATER AND SEWER DEBT SVC	52,992.53	299.92	53,292.45
CD# 9660135	CERTIFICATE OF DEPOSIT -PARK DEV	-	-	-
CD# 9660143	CERTIFICATE OF DEPOSIT- VEH REP	-	-	-
<b>TOTALS</b>	<b>INVESTMENT ACCOUNTS</b>	<b>11,338,651.73</b>	<b>(2,678,181.11)</b>	<b>8,660,470.62</b>
<b>GRAND TOTAL</b>		<b>\$ 21,166,215.94</b>	<b>\$ (3,011,640.71)</b>	<b>\$ 18,154,575.23</b>

## % OF TOTAL CASH



## **% OF CASH BALANCE**





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

**Meeting Date: January 6, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider an Ordinance approving a budget amendment for Fiscal Year end September 30, 2019.

### **BACKGROUND OF ISSUE:**

At the conclusion of budget year 2019, Community Services was over budget by \$59,897. In building the FY 2019 Sanitation budget, staff conservatively estimated the number of service accounts and actual results were better than expected. There are sufficient revenues from Sanitation fees to cover the overages incurred in the Sanitation program. Staff also recommends increasing the Sanitation revenue source budget by \$60,000. Council approval of staff recommendation will eliminate the overages from actual experience of FY 2019 for the Sanitation budgets.

### **FINANCIAL IMPACT:**

Increases the FY 2019 revenue budget by \$60,000 and increases the expenditure budget by \$60,000.

### **EXHIBITS:**

Ordinance

**ORDINANCE NO. XX-20**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING ORDINANCE 15-2018 WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; PROVIDING AMENDED APPROPRIATIONS FOR THE GENERAL FUND OF THE CITY; AUTHORIZING THE CITY MANAGER TO MAKE ADJUSTMENTS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council approved the 2018-2019 Operating Budget by Ordinance 15-2018 on September 10, 2018 appropriating the necessary funds out of the general revenues, grants and other revenues for the maintenance and operation of various funds, departments, activities and improvements of the City; and

**WHEREAS**, the City Council amended the 2018-2019 Operating Budget by Ordinance 18-2018 on October 1, 2018 to provide funding for a new Street Maintenance worker position and fund salary adjustments to selected Public Safety positions; and

**WHEREAS**, the Texas Local Government Code § 102.010, “Changes in Budget for Municipal Purposes”, allows a municipality to amend their budgets as deemed necessary for municipal purposes; and

**WHEREAS**, the City Manager is submitting the amended budget of expenditures for conducting the affairs of the City for FY 2018-2019; and

**WHEREAS**, upon full consideration of the matter, Council desires to make such amendments to the adopted budget which in their judgment are warranted and in the best interest of the taxpayers of the City of Seagoville and as are proposed in Section 1 of this Ordinance to amend Exhibit A of the amended budget Ordinance 18-2018 as set forth herein;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS SUBJECT TO THE APPLICABLE STATE LAWS AND THE CITY CHARTER:**

**SECTION 1.** That the appropriations for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019 for the operation of different funds and purposes of the City of Seagoville, Exhibit A of the amended budget Ordinance 18-2018, be further amended as follows:

	<u>As previously Amended</u>	<u>Amendment</u>	<u>As Herein Amended</u>
General Fund	\$ 10,617,123	\$ 60,000	\$ 10,677,123

**SECTION 2.** That all provisions of the ordinance of the City of Seagoville in conflict with provisions of this ordinance, be and the same are hereby repealed, and all other provisions of the ordinances of the City of Seagoville not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 3.** 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 should not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on 6th day of January, 2020.

APPROVED:

\_\_\_\_\_  
DENNIS CHILDRESS, MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
VICTORIA THOMAS, CITY ATTORNEY

**EXHIBIT A  
CITY OF SEAGOVILLE  
2019 BUDGET  
FUND EXPENDITURES**

<b>Description</b>	<b>Adopted Amount</b>	<b>Amendment</b>	<b>Amended Amount</b>
General	10,529,653	87,470	10,617,123
Debt Service	175,928	-	175,928
Water and Sewer Operations	6,836,001	-	6,836,001
Small Grants	2,500	-	2,500
Revenue Recycle	500	-	500
Municipal Court	7,972	-	7,972
Hotel/Motel	27,500	-	27,500
Street Maintenance	2,680,000	-	2,680,000
Animal Shelter Operations	3,000	-	3,000
Technology Replacement	17,500	-	17,500
TCLEOSE	1,000	-	1,000
Police Training	2,000	-	2,000
Storm Water	1,115,266	-	1,115,266
	<u>21,398,820</u>	<u>87,470</u>	<u>21,486,290</u>

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

**Meeting Date: January 6, 2019**

### **ITEM DESCRIPTION:**

Consider directing staff concerning the installation of an inclusive playground.

### **BACKGROUND OF ISSUE:**

On December 17, 2019 staff presented to and received direction from the SEDC Board to move forward concerning the installation of an inclusive playground. At this time staff would like to present to and receive direction from Council concerning the inclusive playground.

If Council agrees with the SEDC Board staff will move forward with this project and a more detailed presentation will be made available at a later date.

A representative from Burke Playground Equipment will present answer questions from the Council.

### **FINANCIAL IMPACT:**

SEDC Quality of Life Project \$100,000

### **EXHIBITS**

N/A

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

**Meeting Date: January 6, 2020**

### **ITEM DESCRIPTION**

Discuss and consider a Resolution of the City of Seagoville, Dallas County, Texas, casting its vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District.

### **BACKGROUND OF ISSUE:**

At the Council Meeting held on November 4, 2019, Seagoville City Council cast a vote to nominate Michael Hurtt as the fourth member of the Board of Directors of the Dallas Central Appraisal District. Staff received notification on or about December 18, 2019, due to no one candidate receiving a majority number of votes, a runoff election is necessary for the fourth member of the Board of Directors of the Dallas Central Appraisal District.

Michael Hurtt of Desoto and Mona Dixon of Lancaster were the top two (2) candidates. For your convenience each candidate has submitted a bio. Staff is requesting Council to cast a vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS**

Resolution casting vote for the suburban cities' representative for Dallas County Central Appraisal District Board of Directors

Bio – Michael Hurtt and Mona Dixon

**A RESOLUTION OF THE CITY OF SEAGOVILLE**

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT**

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the School Districts, and the Dallas County Community College District, except the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said school districts shall, from among the nominations received elect by a majority vote, with each school district and community college district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum, and

WHEREAS, the City of Seagoville does hereby cast its vote by marking the ballot below: (Check one only)

- Michael Hurtt**
- Mona Dixon**

NOW, THEREFORE BE IT RESOLVED that the Council of the City of Seagoville does hereby confirm its one (1) vote for the election of \_\_\_\_\_ as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

PASSED AND APPROVED, this the 6th day of January, 2020

\_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
CITY SECRETARY

SEAL:

# Michael B. Hurtt

Past President '92-'93

## BUSINESS OWNER / FORMER MAYOR OF DESOTO

- Michael Hurtt came to Dallas from Casper, Wyoming in 1971. Graduated from Mortuary Science College, and has been in this area ever since. His funeral service background includes managing large volume, corporately owned funeral firms, worked and lectured for a Pierce Chemical/Mortician Supply Company; which built and supplied funeral homes and owned three mortuary science colleges across the United States. He and his wife have owned the funeral home in Desoto since 1988. He has served on the Texas Funeral Directors Association, president of the North Texas Funeral Directors and Dallas County Funeral Directors Association.

Michael's civic involvement has included board positions for the Dallas Zoo, North Texas Commission, Select Specialty and the Medical Center of Lancaster Hospitals, and Canterbury Episcopal School. He was also the past president of the Desoto Chamber, Rotary Club of Desoto and the Best Southwest Chambers. Further, Mr. Hurtt has served as councilman, mayor pro tem and mayor of Desoto.

He is currently the vice president of the Desoto Economic Development Corporation, serves on the advisory board for Methodist Charlton Hospital, and represents the 31 suburban cities for the Dallas County Appraisal District.

Michael joined Rotary in August of 1988 in Desoto, and in 1978 helped found the Arlington North club. He has also been a member of the former Oak Cliff Rotary Club 1980-'84.



**Mona Dixon**

**Passion|Mission|Profession|Vocation**

Mona Dixon was born to make a difference. She is a passionate servant leader that fights with her lifestyle relentlessly for human equality. Mona has experience in human resource recruiting, public relations, and community program writing; just to name a few. In her current role, Mona acts as a Travel Relations Consultant. Mona studied Mass Communication at Navarro College, and Business Communication at Concorde Career College. Mona is not a stranger to serving her community. Her active involvement in several organizations; proves that Mona has what it takes to serve. Mona is a faithful member of The Faith Church, where she serves on the Core Advisory Team, leads the women's ministry, and she is the pastor's wife. Mona assisted her husband in the advancement of The Faith Church. In May of 2015, Mona Dixon, and her husband, Alton Dixon were united with the Faith Church. Under their leadership, the church has experienced dynamic growth and had to relocate to accommodate. The Faith Church grew from 11 members, to a current weekly attendance of nearly 150 people. The Faith Church knows the importance of community outreach, and providing programs that serve members of the community. Programs such as, the Faith Feet program; which gave 570 pairs of shoes to kids and adults. In addition to her role as a church leader, Mona works with the Boys & Girls Club as a program advisor.

Mona Dixon is a purpose driven individual, who is always looking to be of assistance. For this reason, Mona desires to serve as the fourth member of the Board of Directors for the Dallas Central Appraisal District (DCAD).

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

**Meeting Date: January 6, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider a Resolution of the City of Seagoville, Texas, approving and ratifying Seagoville Economic Development Corporation's Consent to Assignment Agreement by and between KH, LLC, d/b/a Kelly Harris Company and Allen National Investments, the Seagoville Economic Development Corporation, and FR Group, LLC, attached as Exhibit "1"; authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

### **BACKGROUND OF ISSUE:**

On or about August 13, 2018 the Seagoville Economic Development Corporation ("SEDC") and KH, LLC d/b/a Kelly Harris Company and Allen National Investments (collectively, "Assignor") entered into that certain Economic Development Incentive Agreement and Restriction Agreement relating to property described as Lot 3, Block A, Best Western/Seagoville Addition, an addition to the City of Seagoville, Dallas County, Texas, according to the plat thereof recorded in volume 99125, Page 40, Deed Records, Dallas County, Texas, commonly known as Trinity Plaza with an address of 1920 N. Highway 175, Seagoville, Dallas County, Texas, which has since been readdressed to 1880 N. Highway 175, Seagoville, Dallas County, Texas. The Assignor desires to assign the benefits and obligations of the Incentive Agreement and the Restriction Agreement to the FR Group, LLC ("Assignee"). The Assignee desires to assume the benefits and obligations of the Incentive Agreement and the Restriction Agreement from the Assignor.

On or about December 17, 2019, the SEDC Board of Directors voted to approve the Consent to Assignment from the Assignor to the Assignee

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS:**

Resolution

Consent to Assignment

**THE CITY OF SEAGOVILLE, TEXAS**

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

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AND RATIFYING SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION'S CONSENT TO ASSIGNMENT AGREEMENT BY AND BETWEEN KH, LLC, d/b/a KELLY HARRIS COMPANY AND ALLEN NATIONAL INVESTMENTS, THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION, AND FR GROUP, LLC, ATTACHED AS EXHIBIT "1"; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on or about August 13, 2018, the Seagoville Economic Development Corporation ("SEDC") and KH, LLC d/b/a Kelly Harris Company and Allen National Investments (collectively, "Assignor") entered into that certain Economic Development Incentive Agreement and Restriction Agreement relating to property described as Lot 3, Block A, Best Western/Seagoville Addition, an addition to the City of Seagoville, Dallas County, Texas, according to the plat thereof recorded in volume 99125, Page 40, Deed Records, Dallas County, Texas, commonly known as Trinity Plaza with an address of 1920 N. Highway 175, Seagoville, Dallas County, Texas, which has since been readdressed to 1880 N. Highway 175, Seagoville, Dallas County, Texas; and

**WHEREAS**, Assignor desires to assign the benefits and obligations of the Incentive Agreement and the Restriction Agreement to the FR Group, LLC ("Assignee"); and

**WHEREAS**, the Assignee desires to assume the benefits and obligations of the Incentive Agreement and the Restriction Agreement from the Assignor; and

**WHEREAS**, on or about December 17, 2019, the SEDC Board of Directors voted to approve the Consent to Assignment from the Assignor to the Assignee; and

**WHEREAS**, based on the foregoing, the City Council approves and ratifies the SEDC's consent to assignment of benefits and obligations of the Incentive Agreement and Restriction Agreement.

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

**Section 1.** The City Council hereby approves and ratify the Seagoville Economic Development Corporation's Consent To Assignment Agreement by and between KH, LLC, d/b/a Kelly Harris Company and Allen National Investments, the Seagoville Economic Development Corporation, and FR Group, LLC, attached as Exhibit "1"; 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 6<sup>th</sup> day of January, 2020.

**APPROVED:**

---

Dennis K. Childress, Mayor

ATTEST:

---

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

---

Victoria Thomas, City Attorney  
(:cdb 12/26/2019)

**EXHIBIT "1"**

**STATE OF TEXAS** §  
§ **CONSENT TO ASSIGNMENT**  
**COUNTY OF DALLAS** §

This Agreement (the "Agreement") is entered into by and among KH, L.L.C, d/b/a Kelly Harris Company, a Texas limited liability company and Allen National Investments, LLC (collectively "Assignor"), the City of Seagoville Economic Development Corporation ("SEDC"), and FR Group, LLC, a Texas limited liability company ("Assignee") (each a "Party" or collectively the "Parties"), acting by and through their authorized representatives.

**WITNESSETH:**

**WHEREAS**, SEDC and the Assignor entered into that certain Economic Development Incentive Agreement dated August 13, 2018 (the "Incentive Agreement"), a copy of which is attached hereto as Exhibit "A", relating to the property described therein located within the City of Seagoville, Dallas County, Texas (the "Property"); and

**WHEREAS**, SEDC and the Assignor additionally entered into that certain Restriction Agreement dated August 13, 2018 (the "Restriction Agreement"), a copy of which is attached hereto as Exhibit "B", relating to the Property; and

**WHEREAS** Assignor desires to assign the benefits and obligations of the Incentive Agreement and the Restriction Agreement to the Assignee; and

**WHEREAS**, the Assignee desires to assume the benefits and obligations of the Incentive Agreement and the Restriction Agreement from the Assignor; and

**WHEREAS**, SEDC desires to consent to the assignment of the Incentive Agreement and the Restriction Agreement by the Assignor to the Assignee;

**NOW, THEREFORE**, in consideration of the mutual benefits and promises contained herein and for good and other valuable consideration, the adequacy and receipt of which is hereby acknowledged, the Parties agree as follows:

**Article I**  
**Assignment and Assumption Thereof**

The Assignor does hereby assign all of its rights, duties, responsibilities, and obligations under the Incentive Agreement and all of its rights, duties, responsibilities, and obligations under the Restriction Agreement to the Assignee, and Assignee does hereby expressly assume all the rights, duties, responsibilities, and obligations of Assignee under the Incentive Agreement and all of the rights, duties, responsibilities, and obligations of Assignee under the Restriction Agreement effective as of the date of signing of this Agreement by all Parties (the "Effective Date").

**Article II**  
**Consent to Assignment**

2.1 The SEDC does hereby consent to the assignment of the Incentive Agreement and the Restriction Agreement by the Assignor to the Assignee. From and after the Effective Date of this Agreement the SEDC agrees to look solely to the Assignee for the performance and satisfaction of the obligations under the Incentive Agreement and/or the Restriction Agreement.

2.2 This Consent to Assignment is subject to and conditioned on the sale and transfer of the Property by Assignor to the Assignee on or before the Effective Date.

**Article III**  
**No Uncured Default**

The Parties represent that as of the Effective Date of this Agreement there are no uncured defaults under the Incentive Agreement and the Restriction Agreement and that such agreements are in full force and effect.

**Article IV**  
**Miscellaneous**

4.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days after deposit in the United States Mail, postage prepaid for certified mail delivery with a return receipt requested, addressed to each of the Parties at the addresses set forth below or on the day actually received if sent by courier or otherwise hand delivered:

If intended for Assignor, to:

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

And

Allen National Investments, LLC  
Attn: Jerry W. Allen, President  
6500 Sudbury Road  
Plano, Texas 75024

If intended for SEDC, to:

Seagoville Economic Dev. Corp.  
Attn: Patrick Stallings  
105 N. Kaufman Street  
Seagoville, Texas 75159

With a copy to:

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

If intended for Assignee, to:

FR Group, LLC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4.2 Governing Law. This Agreement is performable in Dallas County, Texas. This Agreement shall be construed under the laws of the State of Texas, without regard to any conflict of law rules. Venue for any action under this Agreement shall be the State District Court of Dallas County, Texas. The Parties agree to and hereby submit to the personal and subject matter jurisdiction of said court.

4.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4.4 Entire Agreement. This Agreement, including its attachments, embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

4.5 Recitals. Determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

4.6 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.

***[Four Signature Pages to Follow]***

**EXECUTED** in duplicate originals the \_\_\_\_ day of \_\_\_\_\_, 2019.

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Patrick Stallings, Executive Director

**Approved as to Form:**

By: \_\_\_\_\_  
Victoria W. Thomas, SEDC Attorney

**EXECUTED** in duplicate originals the \_\_\_\_ day of \_\_\_\_\_, 2019.

**ASSIGNOR:**

**KH, L.L.C., D/B/A KELLY HARRIS COMPANY,  
A TEXAS LIMITED LIABILITY COMPANY**

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

**KH, L.L.C.'S ACKNOWLEDGEMENT**

**State of Texas  
County of Dallas**

This Consent to Assignment was executed or acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019 by Kelly Harris, \_\_\_\_\_ of KH, L.L.C., a Texas limited liability company, for and on behalf of said company after having been first duly authorized so to do.

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

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

**EXECUTED** in duplicate originals the \_\_\_\_ day of \_\_\_\_\_, 2019.

**ASSIGNOR:**

**ALLEN NATIONAL INVESTMENTS, LLC**

By: \_\_\_\_\_  
Jerry Allen, President

**ALLEN NATIONAL INVESTMENTS, LLC's ACKNOWLEDGEMENT**

**State of Texas**  
**County of Dallas**

This Consent to Assignment was executed or acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019 by Jerry Allen, President of Allen National Investments, LLC, , a Texas limited liability company, for and on behalf of said company after having been first duly authorized so to do.

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

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

**EXECUTED** in duplicate originals the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**ASSIGNEE:**

**FR GROUP, LLC**

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

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

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

**FR GROUP, LLC's ACKNOWLEDGEMENT**

**State of Texas**  
**County of Dallas**

This Consent to Assignment was executed or acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_, \_\_\_\_\_ of FR Group, LLC, , a Texas limited liability company, for and on behalf of said company after having been first duly authorized so to do.

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

My Commission Expires:

\_\_\_\_\_

# **Exhibit A**

## **Incentive Agreement**

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

This Economic Development Incentive Agreement (“Agreement”) is made by and between the Seagoville Economic Development Corporation (“SEDC”) and KH, LLC, d/b/a Kelly Harris Company, a Texas limited liability company and Allen National Investments, LLC (“Company”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized officers.

**WITNESSETH:**

**WHEREAS**, Company desires to develop, construct and operate a Facility for commercial, retail or restaurant uses (hereinafter “Facility”) on approximately 1.00 acres of land in the City of Seagoville (the “City”) owned by the SEDC as described in Exhibit A (the “Land”); and

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

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

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

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

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

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

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

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Page 9 | **Economic Development Incentive Agreement Grant**  
SEDC and the KH, LLC, d/b/a Kelly Harris Company, a Texas Limited Liability Company  
(TM 100749)



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

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

**Article I  
Definitions**

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

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

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

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

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

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

“Commencement Date” shall mean the later of: (i) the date the first final permanent certificate of occupancy is issued by the City for the any retail shop; and (ii) the date the retail shop is open for business and serving the citizens of the City and its visitors.

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

Page 2

Economic Development Incentive Agreement Grant  
SEDC and the KH, LLC, d/b/a Kelly Harris Company, a Texas Limited Liability Company  
(TM 100749)

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

“Company” shall mean KH, LLC, d/b/a Kelly Harris Company, a Texas limited liability and Allen National Investments, LLC.

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

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

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

“Expiration Date” shall mean the third (3rd) anniversary date of the Commencement Date.

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

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

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

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

“Improvements” shall mean the construction of improvements at the property consisting of a Facility with approximately 5,500 square feet for retail and/or restaurant uses, and including the common areas and all other structures, driveways, parking areas, and other improvements constructed or installed on the Property, as generally depicted in the Concept Plan attached hereto as Exhibit B.

Page 3

Economic Development Incentive Agreement Grant  
SEDC and the KH, LLC, d/b/a Kelly Harris Company, a Texas Limited Liability Company  
(TM 100749)



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

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

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

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

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

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

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

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

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

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

Page 4

Economic Development Incentive Agreement Grant  
SEDC and the KH, LLC, d/b/a Kelly Harris Company, a Texas Limited Liability Company  
(TM 100749)



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

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

## **Article II Term**

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

## **Article III Project Requirements**

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

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

3.3 Construction Plans. Company shall cause all necessary permits and approvals required by City and any applicable governmental authorities to be issued for the construction of the Facility. Prior to Commencement of Construction Company shall submit the Construction Plans for approval by City. Company shall, subject to events of Force Majeure, cause the Construction Plans to be submitted to the City for approval within thirty (30) business days following the Project Commencement Date.

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

Page 5

Economic Development Incentive Agreement Grant  
SEDC and the KH, LLC, d/b/a Kelly Harris Company, a Texas Limited Liability Company  
(TM 100749)



subject to events of Force Majeure, cause Commencement of Construction of the Facility to occur on or before fifteen (15) business days following City approval of the Construction Plans; and subject to events of Force Majeure, cause Completion of Construction of the Facility to occur within eighteen (18) months after the date of Commencement of Construction.

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

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

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

#### **Article IV Purchase Grant**

4.1 Subject to the obligation of Company to repay the Grant pursuant to Section 6.2 herein, and the continued satisfaction of all the terms and conditions of this Agreement by Company, SEDC shall provide the Grant to Company of One Hundred Eight Thousand Dollars (\$108,000.00), in the form of a reduced price for the purchase of the Land.

4.2 Not later than fifteen (15) calendar days after the date of Completion of Construction (as defined herein) of the Improvements, Company shall deliver to SEDC copies of all records, contracts, receipts, invoices, bills and such other information as SEDC may reasonably request to evidence the final costs for the design and construction of the Improvements. In the event the final total costs of the design and construction of the Improvements, as reasonably verified by SEDC, are less than Five Hundred Thousand Dollars (\$500,000.00), the Parties shall determine as a percentage how much each has paid with respect to the actual costs for the design and construction of the Improvements. If after making the calculation in the preceding sentence it is determined that the company did not invest \$500,000.00 in Capital Improvements the Company shall, at SEDC's option, pay the SEDC the difference in value.

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

Page 6

Economic Development Incentive Agreement Grant  
SEDC and the KH, LLC, d/b/a Kelly Harris Company, a Texas Limited Liability Company  
(TM 100749)

**Article V**  
**Conditions to Economic Development Grant**

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

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

5.2 Project Construction. Company shall cause the design, Commencement and Completion of Construction of the Improvements in accordance with the Terms of this Agreement. This includes obtaining the City approval of the necessary zoning for the Land which shall include concept plan approval for the construction and development of the Facility.

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

5.4 Performance Criteria. Company shall construct and finish-out at least one (1) commercial, retail, or restaurant Facility on the Property and shall ensure a certificate of occupancy is issued by the City for a commercial, retail or restaurant use on the property, which said use must be a sales-tax generating business, for the Company or a party who has leased space within the Facility from the Company, within two (2) years of the Project commencement date.

**Article VI**  
**Termination**

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

Page 7

Economic Development Incentive Agreement Grant  
SEDC and the KH, LLC, d/b/a Kelly Harris Company, a Texas Limited Liability Company  
(TM 100749)



- Company retains the right to timely and properly protest and contest any such Impositions); and
- (f) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

6.2 In the event the Agreement is terminated by SEDC pursuant to Sections 6.1(c), (d), (e), or (f), above, in addition to the SEDC's Option and Right of First Refusal, as reflected in the Restriction Agreement, the Company shall immediately repay to SEDC an amount proportional to its performance, as provided below:

- (a) If the Company fails to complete construction of the Improvements, or completes construction of Improvements but fails to secure a certificate of occupancy for a retail or restaurant use in the Facility within two (2) years of Completion of Construction, the Company shall repay to the SEDC 50% of the Grant, in the amount of Fifty-Four Thousand Dollars (\$54,000.00); and
- (b) If the Company fails to complete construction of the Improvements, or completes construction of Improvements but fails to secure a certificate of occupancy for a retail or restaurant use in the Facility within three (3) years of Completion of Construction, the Company shall repay to the SEDC 50% of the Grant, in the amount of Fifty-Four Thousand Dollars (\$54,000.00); and

## **Article VII Miscellaneous**

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

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

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

7.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received upon the earlier of (a) actual receipt or (b) three (3) days thereafter sent by United States

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Page 8 | Economic Development Incentive Agreement Grant  
SEDC and the KH, LLC, d/b/a Kelly Harris Company, a Texas Limited Liability Company  
(TM 100749)



Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below, or such other address as is designated by the applicable Party from time to time, or on the day actually received as sent by courier or otherwise hand delivered.

If intended for SEDC, to

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

With a copy to:

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

If intended for Company, to:

Attn: Kelly Harris  
KH, LLC, d/b/a Kelly Harris Company  
1026 FM 660  
Ferris, Texas 75125 (214.926.7721)  
and;

With a copy to:

Attn: Jerry W. Allen, President  
Allen National Investments, LLC  
6500 Sudbury Road  
Plano, Texas 75024 (214.912.0918)

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

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

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

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

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Page 9 | Economic Development Incentive Agreement Grant  
SEDC and the KH, LLC, d/b/a Kelly Harris Company, a Texas Limited Liability Company  
(TM 100749)



enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

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

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

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

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

*Signature Page to Follow*

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Page 10 | Economic Development Incentive Agreement Grant  
SEDC and the KH, LLC, d/b/a Kelly Harris Company, a Texas Limited Liability Company  
(TM 100749)



EXECUTED on this 13 day of August, 2018.

SEAGOVILLE ECONOMIC DEVELOPMENT  
CORPORATION

By:   
CITY MANAGER

EXECUTED on this 3<sup>RD</sup> day of AUGUST, 2018.

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

By: KELLY HARRIS  
8-3-18

Allen National Investments, LLC  
6500 Sudbury Road  
Plano, Texas  
75024

By:   
8-3-18

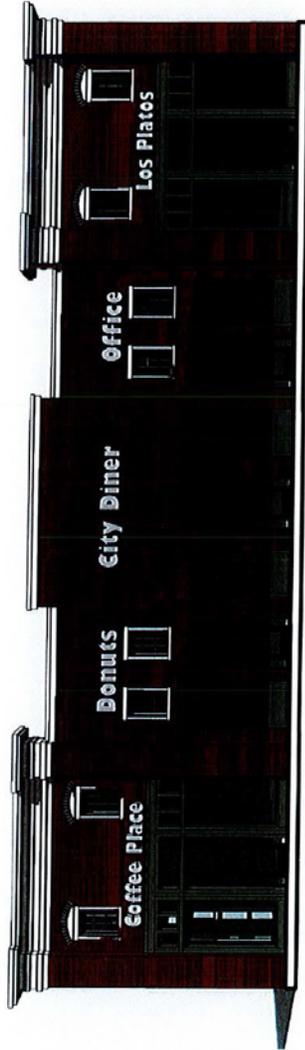
 

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Page 11 | Economic Development Incentive Agreement Grant  
SEDC and the KH, LLC, d/b/a Kelly Harris Company, a Texas Limited Liability Company  
(TM 100749)



EXHIBIT B  
CONCEPT PLAN



1 CONCEPTUAL MAIN ELEVATION



Bldg



619 N. Grand Ave. Waco, TX 76798  
1.488.653.6997

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

05/31/18

Page 13 Economic Development Incentive Agreement Grant  
SEDC and the KH, LLC, d/b/a Kelly Harris Company, a Texas Limited Liability Company  
(TM 100749)

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

WHEN RECORDED RETURN TO:

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

(Space Above For Recorder's Use Only)

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

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

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

**RECITALS**

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

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

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

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

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

Page 1 | **RESTRICTION AGREEMENT (WITH OPTION TO REPURCHASE AND RIGHT OF FIRST REFUSAL):**  
**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND DEVELOPER**  
(TM 100750)



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

## Article II Definitions

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

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

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

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

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

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

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

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

“Improvements” shall mean the construction of improvements at the property consisting of a Facility with approximately 5,500 square feet for retail or restaurant uses, including the



common areas and all other structures, driveways, parking areas, and other improvements constructed or installed on the Property.

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

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

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

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

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

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

"Option Price" means an amount equal to:

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

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

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



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

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

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

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

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

### Article III Option

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

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

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

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

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

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

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

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

**Article IV  
Right of First Refusal**

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

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

4.3 **SEDC's Exercise of ROFR.** For a period of fifteen (15) days after receipt by SEDC of the Third Party Notice, SEDC shall have the right to repurchase the Property or portion thereof which is the subject of the Third Party Notice, upon the same terms and price as set forth in the Third Party Notice or for the Option Price, whichever is deemed by SEDC to be more favorable to SEDC (the "ROFR Price"). The ROFR may be exercised by SEDC by providing written notice to Developer not later than fifteen (15) days after SEDC's receipt of the Third Party Notice.

Page 5 | RESTRICTION AGREEMENT (WITH OPTION TO REPURCHASE AND RIGHT OF FIRST REFUSAL):  
SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND DEVELOPER  
(TM 100750)

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

4.4 **SEDC Fails to Exercise ROFR.** In the event SEDC does not elect to exercise the ROFR during the fifteen (15) 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 ninety (90) 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 ninety (90) day period or any time thereafter during the ROFR Period under the same Third Party Notice at any lower price, on any terms or conditions more favorable to the buyer than those set forth in the Third Party Notice without first giving SEDC the opportunity to exercise the ROFR at such different price, on such altered terms and conditions, or at such later time.

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

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

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

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

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

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

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

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

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

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

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

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

**5.3 Closing.**

(a) The closing of the sale of the Property or portion thereof identified in the notice exercising the Right shall occur not later than thirty (30) calendar days following the date of exercise of the Right unless otherwise extended by written agreement of Developer and SEDC.

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

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

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

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

**5.5 Closing Costs.**



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

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

5.7 **Conveyance As Is.** SEDC acknowledges and agrees that the Property conveyed pursuant to this Article V will be conveyed "AS IS" with all faults and defects, whether patent or latent,

existing as of the Closing. Except with respect to the quality of the title being conveyed by Developer as set forth in the Special Warranty Deed, and in the bill of sale and assignment, SEDC acknowledges and agrees that Developer will be making no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished to SEDC by Developer or any employee or agent of Developer, except as specifically set forth in this Restriction Agreement.

## **Article VI Restrictions**

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

6.2 **Term of Restrictions.** The restrictions set forth in Section 6.1, above, shall commence on the Effective Date and continue thereafter until the expiration of three (3) years following the Completion of Construction of the Improvements.

## **Article VII Miscellaneous**

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

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Page 9 | RESTRICTION AGREEMENT (WITH OPTION TO REPURCHASE AND RIGHT OF FIRST REFUSAL);  
SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND DEVELOPER  
(TM 100750) 

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:

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

With a copy to:

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

If intended for the Developer, to:

If intended for Company, to:

Attn: Kelly Harris  
KH, LLC, d/b/a Kelly Harris Company  
1026 FM 660  
Ferris, Texas 75125 (214.926.7721)  
and;

Attn: Jerry W. Allen, President  
Allen National Investments, LLC  
6500 Sudbury Road  
Plano, Texas 75024 (214.912.0918)

With a copy to:



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

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

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

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

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

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

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

7.10 **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts; each of which when so executed and delivered shall be an original, but all such

counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

*(Signatures on Following Page)*

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 13 day of August, 2018.

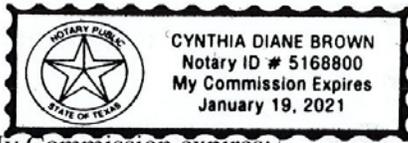
SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By [Signature]  
Executive Director

SEDC's Acknowledgment

STATE OF TEXAS §  
§  
COUNTY OF DALLAS §

Acknowledged before me, the undersigned authority, this 13<sup>th</sup> day of August, 2018, by Patrick Stallings Executive Director of Seagoville Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.



[Signature]  
Notary Public, State of Texas

My Commission expires:

01-19-2021  
SIGNED AND AGREED on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

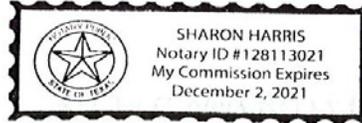
[Handwritten initials]

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

By: KELLY HARRIS  
8-3-18

**KH LLC's Acknowledgment**

STATE OF TEXAS §  
  §  
COUNTY OF DALLAS §



This instrument was acknowledged before me on the 3rd day of August, 2018, by Kelly Harris of KH, LLC, a Texas limited liability company, for and on behalf of said company.

[Signature]  
Notary Public, State of Texas

My Commission expires:  
12-2-21

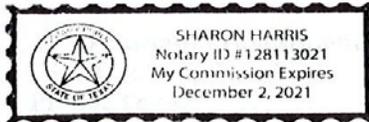
[Handwritten initials]

Allen National Investments, LLC  
6500 Sudbury Road  
Plano, Texas  
75024

By: Jerry Allen  
8-3-18

**Developer's Acknowledgment**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §



This instrument was acknowledged before me on the 3rd day of August, 2018, by Jerry Allen of Allen National Investments, LLC, a Texas limited liability company, for and on behalf of said company.

[Signature]  
Notary Public, State of Texas

My Commission expires:  
12-2-21

**Exhibit "A"**  
**Depiction of Property**

*Exhibit A  
Depiction of Property*

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Solo Page | EXHIBIT "A" TO RESTRICTION AGREEMENT (WITH OPTION TO REPURCHASE AND RIGHT OF FIRST REFUSAL): SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND DEVELOPER, LLC (TM 100750)

*KH* *g*

**Exhibit "B"**

**Copy of  
Economic Development Agreement**

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Page 1 | EXHIBIT "B" TO RESTRICTION AGREEMENT (WITH OPTION TO REPURCHASE AND RIGHT OF FIRST REFUSAL); SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND DEVELOPER, LLC (TM 100750)



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

**Meeting Date: January 6, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving an Economic Development Incentive Agreement between Seagoville Economic Development Corporation (“SEDC”) and Seagoville Holdings, LLC, a Texas Limited Liability Company and Patrick Michael, L.P., a Texas Limited Partnership, Jointly and Severally, in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00), for the expansion of the current Excel Linen located at 208 and 210 Railroad Avenue, Seagoville, Texas, and the renovations and improvements required to operate the Support Center for Excel Linen and Migalitos Supermercado located at 217 North Kaufman Street, Seagoville, Texas, attached as Exhibit “1”; providing for a repealing clause; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The Seagoville Economic Development Corporation (“SEDC”) has approved and desires to enter into an Economic Development Incentive Agreement (“Agreement”) with Seagoville Holdings, LLC and Patrick Michael, L.P. (collectively, "Company"), jointly and severally, 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. The SEDC unanimously approved entering into the Agreement in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00).

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS:**

Resolution

Incentive Agreement

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

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, RATIFYING AND APPROVING AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION ("SEDC") AND SEAGOVILLE HOLDINGS, LLC, A TEXAS LIMITED LIABILITY COMPANY AND PATRICK MICHAEL, L.P., A TEXAS LIMITED PARTNERSHIP, JOINTLY AND SEVERALLY, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), FOR THE EXPANSION OF THE CURRENT EXCEL LINEN LOCATED AT 208 AND 210 RAILROAD AVENUE, SEAGOVILLE, TEXAS, AND THE RENOVATIONS AND IMPROVEMENTS REQUIRED TO OPERATE THE SUPPORT CENTER FOR EXCEL LINEN AND MIGALITOS SUPERMERCADO LOCATED AT 217 NORTH KAUFMAN STREET, SEAGOVILLE, TEXAS, ATTACHED AS EXHIBIT "1"; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Seagoville Economic Development Corporation ("SEDC") has approved and desires to enter into an Economic Development Incentive Agreement ("Agreement") with Seagoville Holdings, LLC and Patrick Michael, L.P. (collectively, "Company"), jointly and severally, 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 unanimously approved entering into the Agreement in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00); and

**WHEREAS**, the City Council has determined that ratifying the action taken by the SEDC to enter into the Agreement with the Company for the expansion of the current Excel Linen located at 208 and 210 Railroad Avenue, Seagoville, Texas, and the renovations and improvements required to operate the Support Center for Excel Linen and Migalitos Supermercado located at 217 N. Kaufman Street, Seagoville, Texas, should therefore be approved.

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

**SECTION 1.** The City Council hereby ratifies and approves the Economic Development Incentive Agreement by and between the SEDC and Seagoville Holdings, LLC, a Texas Limited Liability Company and Patrick Michael, L.P., a Texas Limited Partnership, jointly and severally, in an amount not to exceed One Hundred Thousand Dollars (\$100,000.00), for the expansion of

the current Excel Linen located at 208 and 210 Railroad Avenue, Seagoville, Texas, and the renovations and improvements required to operate the Support Center for Excel Linen and Migalitos Supermercado located at 217 N. Kaufman Street, Seagoville, Texas, which is attached hereto as Exhibit “1”.

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

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

**SECTION 4.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 6<sup>th</sup> day of January, 2020.

APPROVED:

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DENNIS K. CHILDRESS, MAYOR

ATTEST:

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KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

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VICTORIA THOMAS, CITY ATTORNEY

(/cdb 12.26.2019)

# EXHIBIT 1

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

This Economic Development Incentive Agreement (“Agreement”) is made by and between Seagoville Holdings, LLC, a Texas limited liability company and Patrick Michael, L.P., a Texas limited partnership, jointly and severally, and the Seagoville Economic Development Corporation (the “SEDC”), each acting by and through their respective authorized representatives. Seagoville Holdings, LLC and Patrick Michael, L.P., jointly and severally, shall be referred to herein as “Company”. SEDC and Company may be referred to herein each as a “Party” and collectively as the “Parties”.

**WITNESSETH:**

**WHEREAS**, Company owns the real property and improvements situated thereon located at 208 and 210 Railroad Avenue, Seagoville, Texas 75159 (collectively, the “Railroad Avenue Property”), and operates thereon Excel Linen, a commercial linen and laundry service providing linen, towel, and mat rental services (“Excel Linen”) and desires to expand that business; and

**WHEREAS** Company owns the real property and improvements situated thereon located at 217 N. Kaufman Street, Seagoville, Texas 75159 (the “Kaufman Street Property”) and desires to renovate and make certain improvements thereon as described herein to provide and operate thereon a support center for Excel Linen and for Company’s other associated businesses in the area, including Migalitos Supermercado (the “Support Center”); and

**WHEREAS**, Company has advised the SEDC that a contributing factor that would induce Company to continue and expand operation of Excel Linen and to make renovations and improvements to provide and operate the Support Center would be an agreement by SEDC to provide an economic development grant to Company to defray a portion of the costs of such renovations and improvements; and

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

**WHEREAS**, the Development Corporation Act, Chapters 501-505, Texas Local Government Code (the “Act”), authorizes SEDC to provide economic development grants for new or expanded business enterprises; and

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

**WHEREAS**, SEDC has determined that making the 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 on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **Article I Definitions**

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

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Company’s existence as a going business, insolvency, appointment 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 proceeding under any bankruptcy or insolvency laws by or against Company and such proceeding is not dismissed within ninety (90) days after the filing thereof.

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

“Commencement of Construction” shall mean that (1) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the Improvements, (2) all necessary permits for the Improvements have been issued by all applicable governmental authorities, and (3) renovation of the vertical elements of the Improvements and surfacing and/or resurfacing of the parking elements of the Improvements has commenced.

“Company” shall mean, jointly and severally, Seagoville Holdings, LLC, a Texas limited liability company, and Patrick Michael L.P., a Texas limited partnership.

“Completion of Construction” shall mean that (1) Improvements have been substantially completed, (2) a final, permanent certificate of occupancy for the Improvements has been issued, and (3) Company is open and conducting business during normal business hours for Excel Linen on the Railroad Avenue Property and for the Support Center at the Improvements located on the Kaufman Street Property.

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

“Employment Positions” shall mean non-temporary full-time employment positions of the Company which are eligible for employee benefits and are created, maintained and filled at the Railroad Avenue Property and the Kaufman Street Property for Excel Linen and/or the Support Center.

“Excel Linen” shall mean the commercial linen and laundry service providing linen, towel, and mat rental services located at 208 and 210 Railroad Avenue, Seagoville, Texas and owned and operated by Company.

“Expiration Date” shall mean the fifth (5<sup>th</sup>) anniversary of Completion of Construction.

“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, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Grant” shall mean an economic development grant in the amount equal to the costs incurred and paid by Company for Improvements, as defined herein, not to exceed One Hundred Thousand Dollars (\$100,000.00) to offset a portion of the costs paid and incurred by Company for the Improvements, to be paid in one lump sum payment within fifteen (15) days of execution of this Agreement.

“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, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by Company within the City.

“Improvements” shall mean, as more fully set forth in the attached Exhibit “A”:  
(1) renovation of the existing building located on the Kaufman Street Property to accommodate new offices, (2) purchase and installation of new office furnishings and security and communication systems, (3) resurfacing of existing parking at the Kaufman Street Property, (4) construction of a new parking lot providing at minimum of 21 new parking spaces at the Kaufman Street Property, (5) installation of new signage for Support Center on Kaufman Street Property, and (6) tree removal and trimming and installation of xeriscape landscaping at the Kaufman Street Property .

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the Company and SEDC or the City.

“Required Use” shall mean Company’s continuous occupancy of the Railroad Avenue Property and the operation thereon of Excel Linen, a commercial linen and laundry service providing linen, towel, and mat rental services and shall additionally mean Company’s continuous occupancy of the Kaufman Street Property, including the Improvements, and the continuous operation thereon of a support center for Excel Linen and for Company’s other associated businesses in the area, including Migalitos Supermercado, all of which shall be open to the public and serving the citizens of the City.

“SEDC” shall mean the Seagoville Economic Development Corporation.

“Support Center” shall mean the business operations support center for Excel Linen and for Company’s other associated businesses in the area, including Migalitos Supermercado and being located at the Improvements located at 217 N. Kaufman Street in Seagoville, Texas and owned and operated by Company.

## **Article II Term**

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

## **Article III Grant**

3.1 Grant. SEDC agrees, subject to the continued satisfaction of all the terms and conditions of this Agreement by Company and the obligation of Company to repay the value or the costs incurred by SEDC to provide the Grant pursuant to Article V hereof, to provide Company with the Grant as set forth herein.

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

3.3 Current Revenue. The Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by SEDC. SEDC shall have no obligation or liability to provide any Grant except as allowed by law. SEDC shall not be required to provide any of the Grant if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

## **Article IV Conditions to Grant**

Company shall during the term of this Agreement satisfy and comply with the terms and conditions of this Agreement and specifically, each term and condition of this Article IV. The obligation of SEDC to provide the Grant or any portion thereof shall be conditioned upon Company’s compliance with and satisfaction of the terms and conditions of this Agreement and each of the conditions set forth in this Article IV.

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

4.2 Commencement of Construction. Commencement of Construction, as that term is defined herein, shall occur not later than six (6) months after the Effective Date of this Agreement.

4.3 Completion of Construction. Completion of Construction, as that term is defined herein, shall occur not later than twelve (12) months after the Effective Date of this Agreement

4.4 Required Use. During the term of this Agreement following Completion of Construction and continuing thereafter until expiration of this Agreement or earlier termination Company shall continuously own and occupy the Railroad Avenue Property and the Kaufman Street Property and the Improvements, all of which shall not be used during the term of this Agreement for any purpose other than the Required Use. Further, during the term of this Agreement, such occupation and use shall not cease for more than thirty (30) days except in connection with, and to the extent of, an event of Force Majeure.

4.5 Employment Positions. Beginning on the Completion of Construction, Company shall, for Excel Linen at the Railroad Avenue Property and the Support Center at the Kaufman Street Property: (1) create, fill and maintain a total of at least twenty (20) Employment Positions for three years thereafter and (2) for an additional years thereafter, create, fill, and maintain a total of at least twenty-three (23) Employment Positions.

4.6 Continuous Ownership. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Railroad Avenue Property, the Kaufman Street Property, and the Improvements shall be continuously owned and occupied by the Company.

4.7 Capital Investment. Company's Capital Investment for the Improvements as of the Completion of Construction shall be not less than One Hundred Thousand (\$100,000.00) 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, proofs of payment, 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 construction of the Improvements, as reasonably verified by SEDC, is less than One Hundred Thousand (\$100,000.00) Dollars, the Company shall, within thirty (30) days of receipt by Company of written demand by SEDC, pay the SEDC the difference in value between \$100,000.00 and the final total cost of the construction of the Improvements as reasonably verified by SEDC.

## **Article V Termination; Repayment**

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;

- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by SEDC, if any Impositions owed to SEDC, City or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions), and such delinquency is not cured within thirty (30) days following Company's receipt of written notice thereof;
- (d) upon written notice by SEDC, if Company suffers an event of Bankruptcy or Insolvency; or
- (e) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment due to Breach of Section 5.1(b). In the event the Agreement is terminated by SEDC pursuant to Section 5.1 (b):

- (a) due to a breach of the obligation set forth in section 4.2 hereof, Company shall immediately refund to the SEDC an amount equal to the value of the Grant received by Company;
- (b) due to a breach of the obligation set forth in section 4.3 hereof, Company shall immediately refund to the SEDC an amount equal to eighty percent (80%) of the value of the Grant received by Company;
- (c) due to a breach of an obligation set forth in section 4.4, 4.5, and/or 4.6 hereof during the first three years after Completion of Construction, Company shall immediately refund to the SEDC an amount equal to sixty percent (60%) of the Grant received by Company;
- (d) due to a breach of an obligation set forth in section 4.4, 4.5, and/or 4.6 hereof during the fourth year after Completion of Construction, Company shall immediately refund to the SEDC an amount equal to forty percent (40%) of the Grant received by Company;
- (e) due to a breach of an obligation set forth in section 4.4, 4.5, and/or 4.6 hereof during the fifth year after Completion of Construction, Company shall immediately refund to the SEDC an amount equal to twenty percent (20%) of the Grant received by Company; and

The repayment obligations of the Company set forth in this Section 5.2 shall survive termination of this Agreement.

5.3 Repayment Due to Breach of Section 5.1(c), (d), and/or (e). In the event the Agreement is terminated by SEDC pursuant to Section 5.1(c), (d), and/or (e), the Company shall immediately refund to SEDC an amount equal to the Grant paid by SEDC to the Company, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall cease to exist or cease to announce a prime or base lending rate, than at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the SEDC) as its prime or base commercial lending rate from the date on which the Grant is paid by SEDC until refunded by the Company. The repayment obligation of Company set forth in this Section 5.3 shall survive termination of this Agreement.

5.3 Offsets. SEDC may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City and/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 has been reduced to judgment by a court.

## **Article VI Miscellaneous**

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

6.2 Limitation on Liability. It is understood and agreed between the Parties that Company and SEDC, 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.

6.3 No Joint Venture. 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.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received 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 such Party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for SEDC, to:

Seagoville Economic Development  
Corporation  
Attn: Patrick Stallings, Exec. Director  
702 N. Highway 175  
Seagoville, Texas 75159

With a copy to:

Victoria W. Thomas  
Nichols, Jackson, Dillard,  
Hager & Smith, L.L.P.  
1800 Ross Tower  
500 North Akard  
Dallas, Texas 75201

If intended for Company:

Seagoville Holdings, LLC  
Attn: Michael McDaniel  
1050 S. Beltline Road  
Dallas, Texas 75401

and

Patrick Michael, L.P.  
Attn: Michael McDaniel, Manager of Price  
Impact, L.L.C., General Partner  
1050 S. Beltline Road  
Dallas, Texas 75253

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. There is no other collateral oral or written agreement among the Parties that in any manner relates to the subject matter of this Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

6.9 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 shall 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.

6.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 Successors and Assigns. This Agreement may not be assigned without the prior written consent of SEDC.

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

6.13 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.

6.14 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.

6.15 Employment of Undocumented Workers. During the term of this Agreement, Company agrees to not knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the value or the costs incurred by SEDC to provide the Grants herein and any other funds received by Company from SEDC as of the date of such violation within 120 days after the date Company is notified by SEDC of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Company is not liable for a violation of this section in relation to any workers employed by a subsidiary, affiliate, or franchisee of Company or by a person with whom the Company contracts.

*[Three Signature Pages to Follow]*

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**SEGOVILLE ECONOMIC DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_  
Patrick Stallings, Executive Director

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**SEAGOVILLE HOLDINGS, LLC**

By: \_\_\_\_\_  
Michael McDaniel, Managing Member

**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Michael McDaniel, Managing Member and authorized agent for Seagoville Holdings, LLC, a Texas limited liability company, known or proven to me to be the person and agent whose name is subscribed to the foregoing instrument and acknowledge to me that the same was the act of said Seagoville Holdings, LLC, that he was duly authorized to perform the same by appropriate resolution, and that he executed the same as the act of said Seagoville Holdings, LLC for the purpose and consideration therein expressed and in the capacity therein stated after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**PATRICK MICHAEL, L.P.**

By: PRICE IMPACT, L.L.C., a Texas Limited Liability Company, General Partner

By: \_\_\_\_\_  
Michael McDaniel, Managing Member

**ACKNOWLEDGMENT**

STATE OF TEXAS

COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Michael McDaniel, Managing Member and authorized agent for Price Impact, L.L.C., a Texas Limited Liability Company and the General Partner of Patrick Michael, L.P., a Texas limited partnership, known or proven to me to be the person and agent whose name is subscribed to the foregoing instrument and acknowledge to me that the same was the act of said Patrick Michael, L.P., through its General Partner Price Impact, L.L.C., that he was duly authorized to perform the same by appropriate resolutions, and that he executed the same as the act of said Patrick Michael, L.P. through its General Partner Price Impact, L.L.C. for the purpose and consideration therein expressed and in the capacity therein stated after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

## EXHIBIT A

# *Estimate of Work*

Building Renovation	\$ 64,839
Parking Lot	\$ 19,500
Furnishings	\$ 15,000
Landscaping	\$ 6,000
Security and Communication	\$ 3,000
Tree Removal	\$ 1,000
Cost	\$ 109,339
<hr/>	
10 % Contingency	\$ 10,934
<hr/>	
Total Renovation Cost	\$ 120,273



V & K Construction, LLC  
 PO Box 661  
 Crandall, Texas 75114  
 469.655.7113 / 214.425.6913

## Estimate

Date	Estimate #
9/26/2019	602

Name / Address
Migalitos

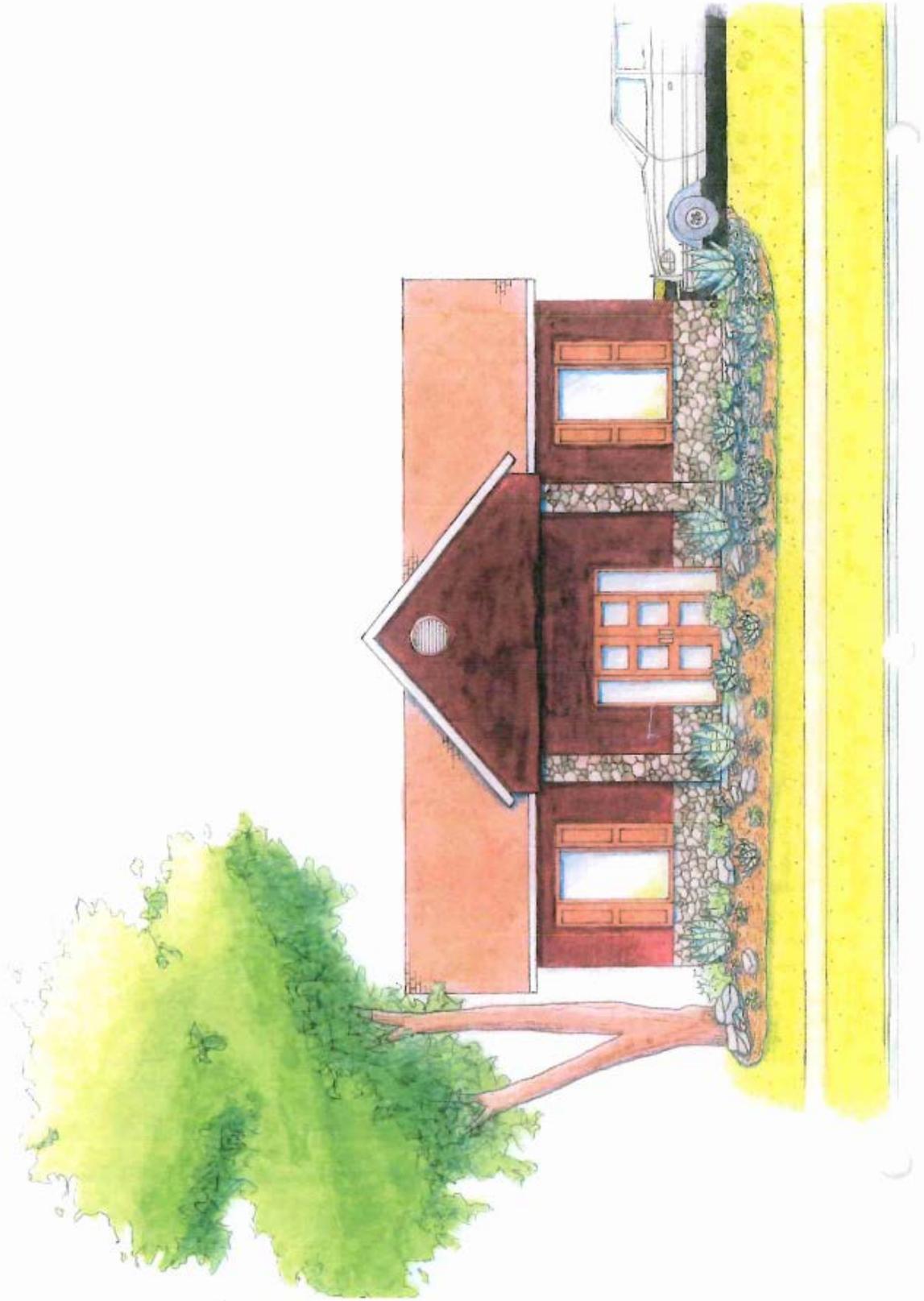
Project
Migalito's HQ N. Kaufman Street

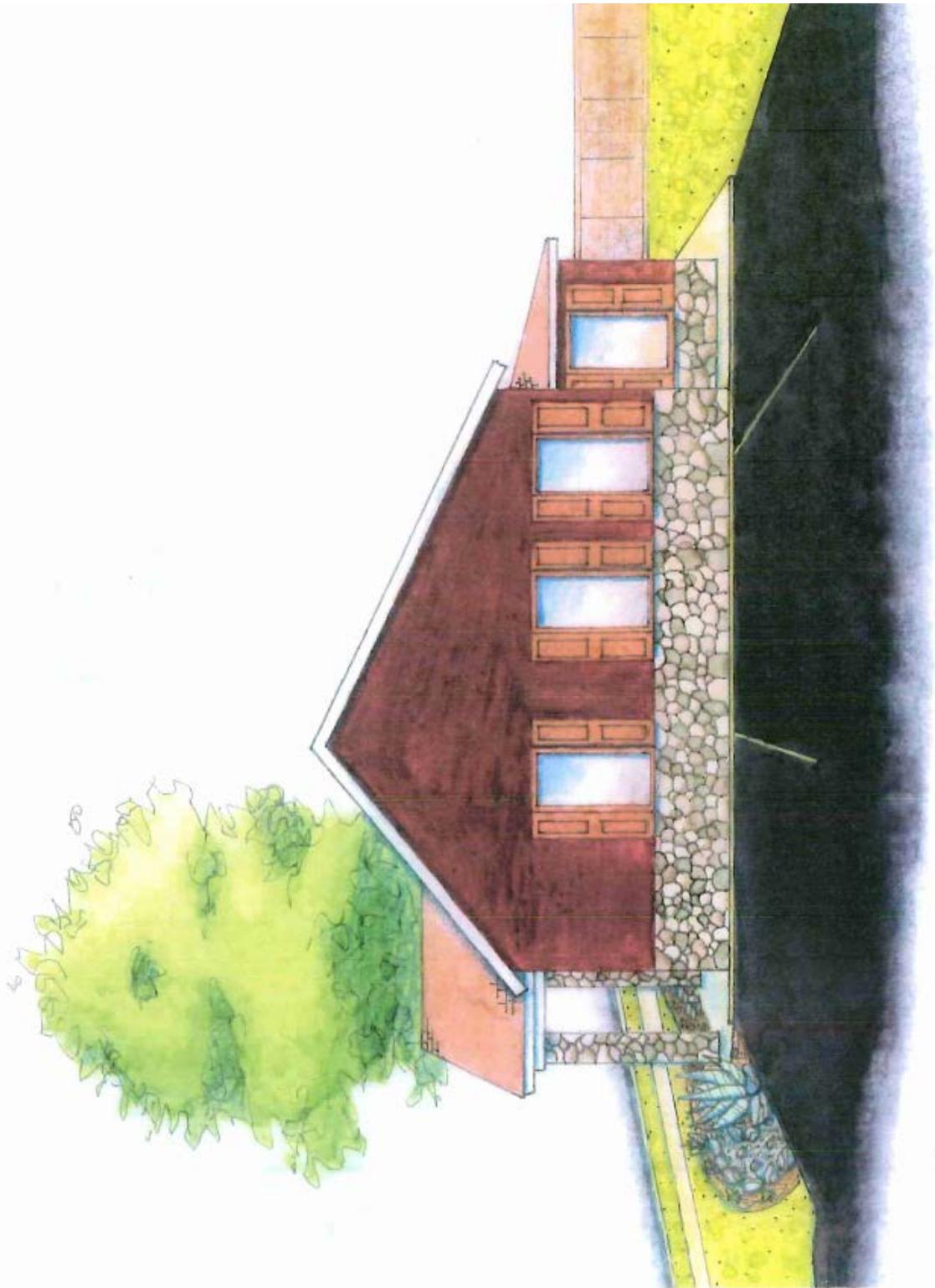
Qty	Description	Total
1	Foundation / Sub Floor Repair	10,400.00
907	Vinyl Plank Floor Covering	3,891.00
1	Remove Popcorn Ceiling / Demo (2) Front Entry Side Walls	1,714.00
403	Remove / Install New Trim	2,142.00
1	Cabinets & Counter Tops	1,872.00
1	New Electrical Panel / Re-wire / Can Lighting	7,857.00
1	French Door @ Back	1,560.00
1	Front Doors HD with Side Light	2,600.00
1	New Heating & Cooling System	9,669.00
2,800	Sq. Ft. of Painting / Smooth Texture	6,742.00
9	Re- Frame / Install New Windows	5,205.00
1	Remove / Haul Off Brick	1,652.00
441	Sq. Ft. of Stone Labor / Materials	8,842.00
9	Exterior Window Siding Repair	693.00
<b>Total</b>		<b>\$64,839.00</b>

# Scope of Work

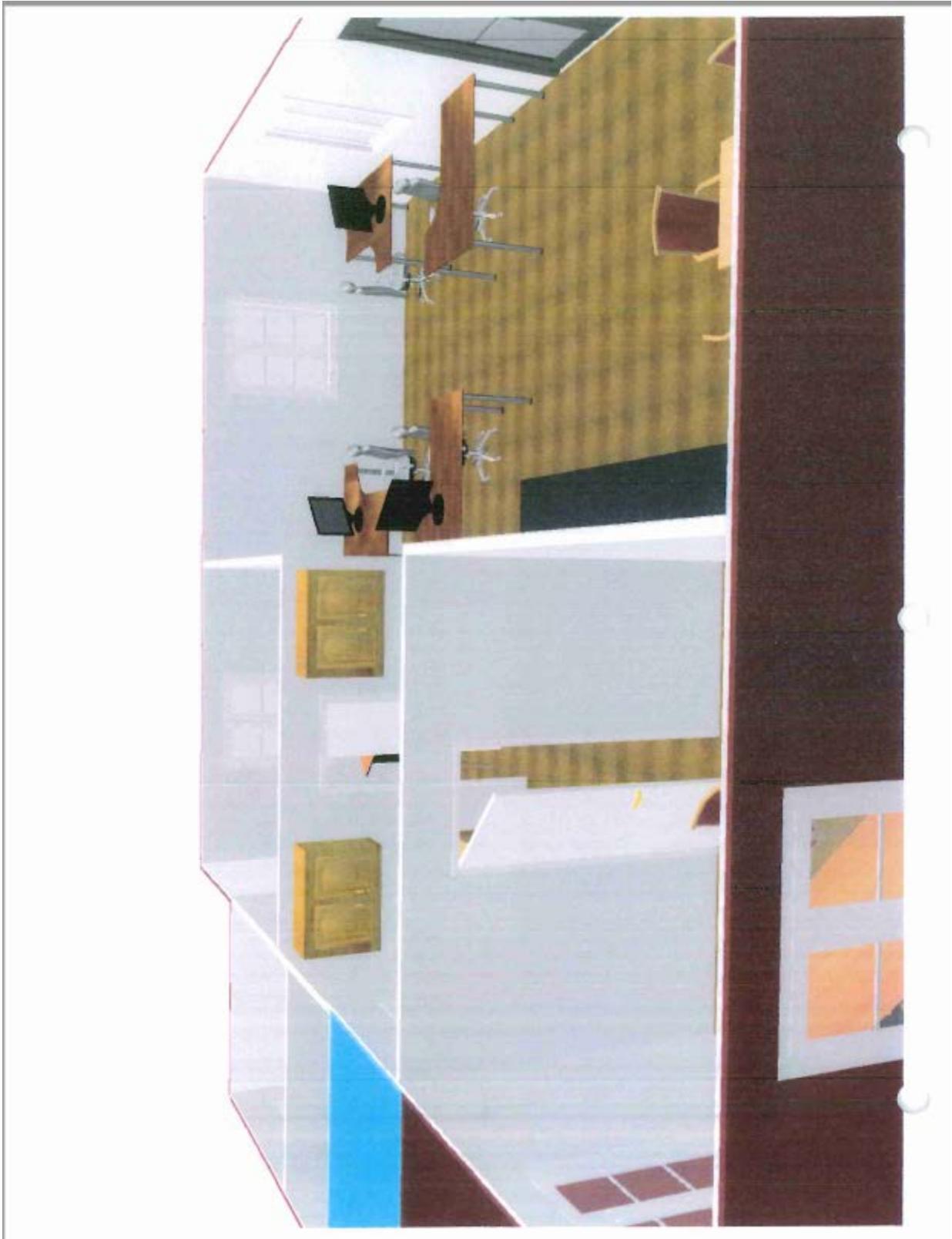
Refurbish of the property at 217 Kaufman includes:

- Leveling the house.
- Clear trees in back for parking lot
- 22 space concrete parking lot, asphalt from street to parking lot
- New subflooring in two rooms of the house
- New energy efficient windows on all sides
- Remove walls inside in the front to make an open office space
- Remodel Bathroom
- New Stucco/stone exterior
- New wiring inside and electrical including new panel with 200 Amp Service
- New phone and data System, to accommodate 6 workstations and conference room
- New HVAC system
- New landscaping and entrance to improve curb appeal
- Security package
- New Support Center sign incorporating elements of other downtown businesses
- Furnishings for the office spaces

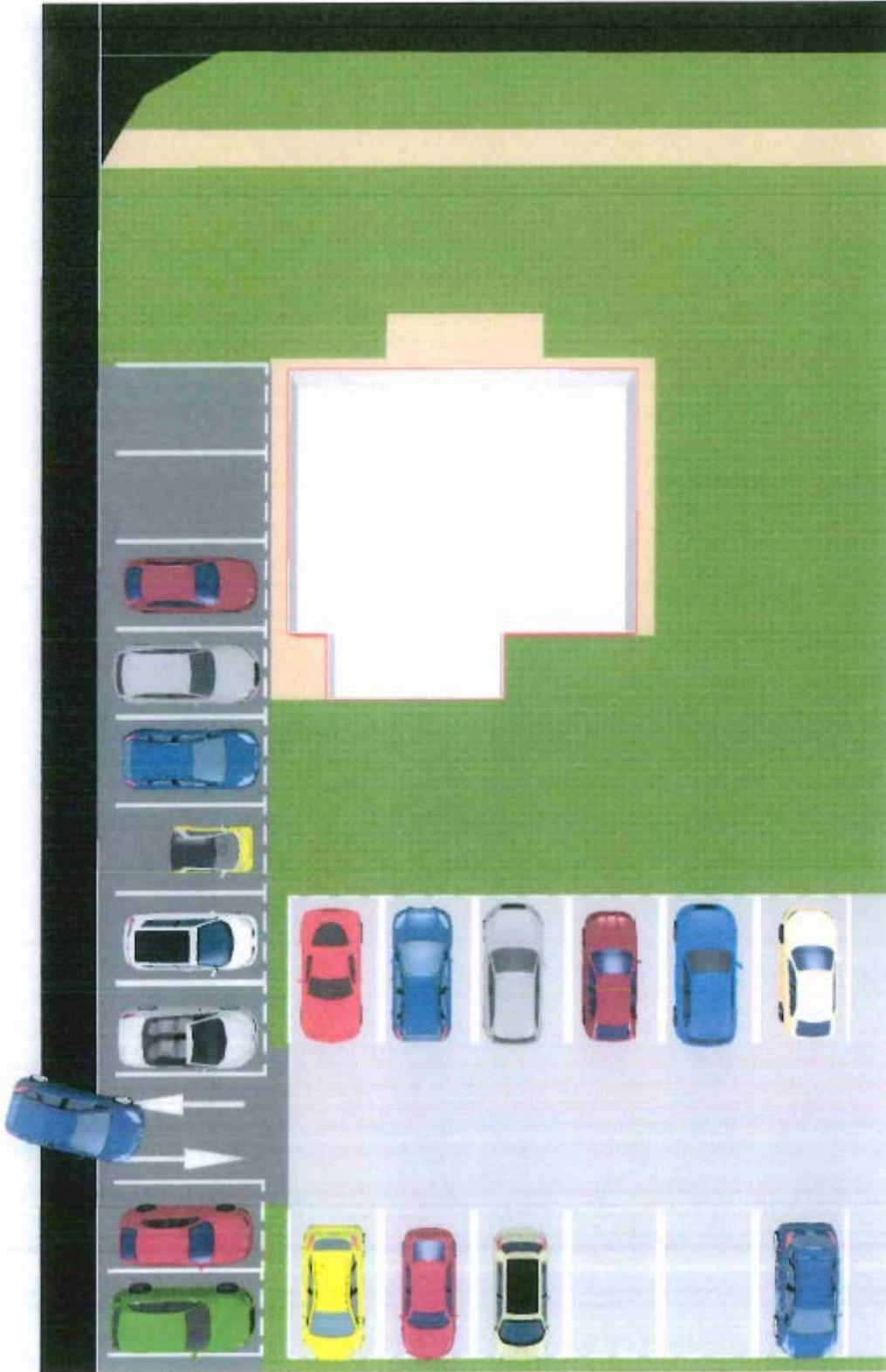
















## ***Regular Session Agenda Item: 8***

**Meeting Date:**                    **January 6, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Ordinance 33-2019 by correcting a scrivener error relating to the minimum lot area set forth in the development regulations under Section 2, subsection F; providing a severability clause; providing a conflicts resolution clause; 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, represented his company KPA Consulting Inc. and property owners, Carl Porter Caldwell Jr. & GST Trust, in the 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 included:

- Development in accordance with the submitted and approved concept plan
- Minimum lot area of 6,000 square feet

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

On September 10<sup>th</sup>, the Planning and Zoning Commission voted five (5) to zero (0) in favor of recommending approval - with conditions - 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.

Planner Bonner had the applicant correct the concept plan between the Planning and Zoning Commission meeting and public hearing and City Council agenda submittal so that all of the requested development regulations – and especially the minimum lot area – would be met and correctly reflected on the concept plan when City Council reviewed all of the development documents.

Apparently, Planner Bonner did not see that the wrong minimum lot area size in her review of the draft ordinance prior to its submittal for inclusion in the City Council packet. After a signed copy of the ordinance was provided back to Mr. Atkins after the meeting, he caught that the ordinance calls for larger lot sizes than either the concept plan or the other documents show that Planner Bonner had provided with the application.

On October 7<sup>th</sup>, the City Council voted four (4) to one (1) in favor of approving the request for a change in the zoning to PD-19-02 per the ordinance provided at that meeting.

Mr. Atkins is now requesting that Ordinance 33-2019 be corrected for this scrivener's error.

**FINANCIAL IMPACT:**

Not applicable

**RECOMMENDATION:**

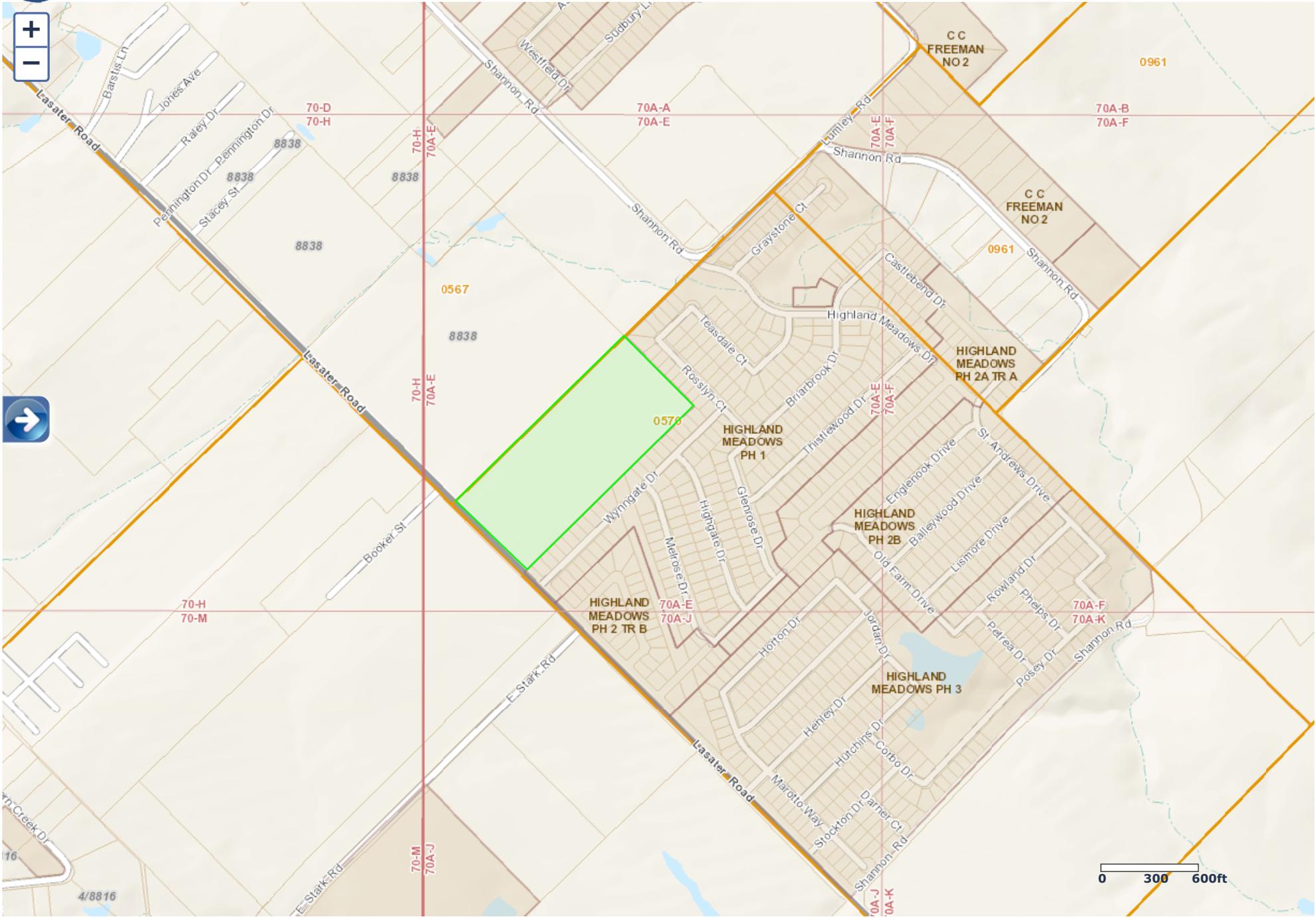
Staff supports the requested correction to Ordinance 33-2019.

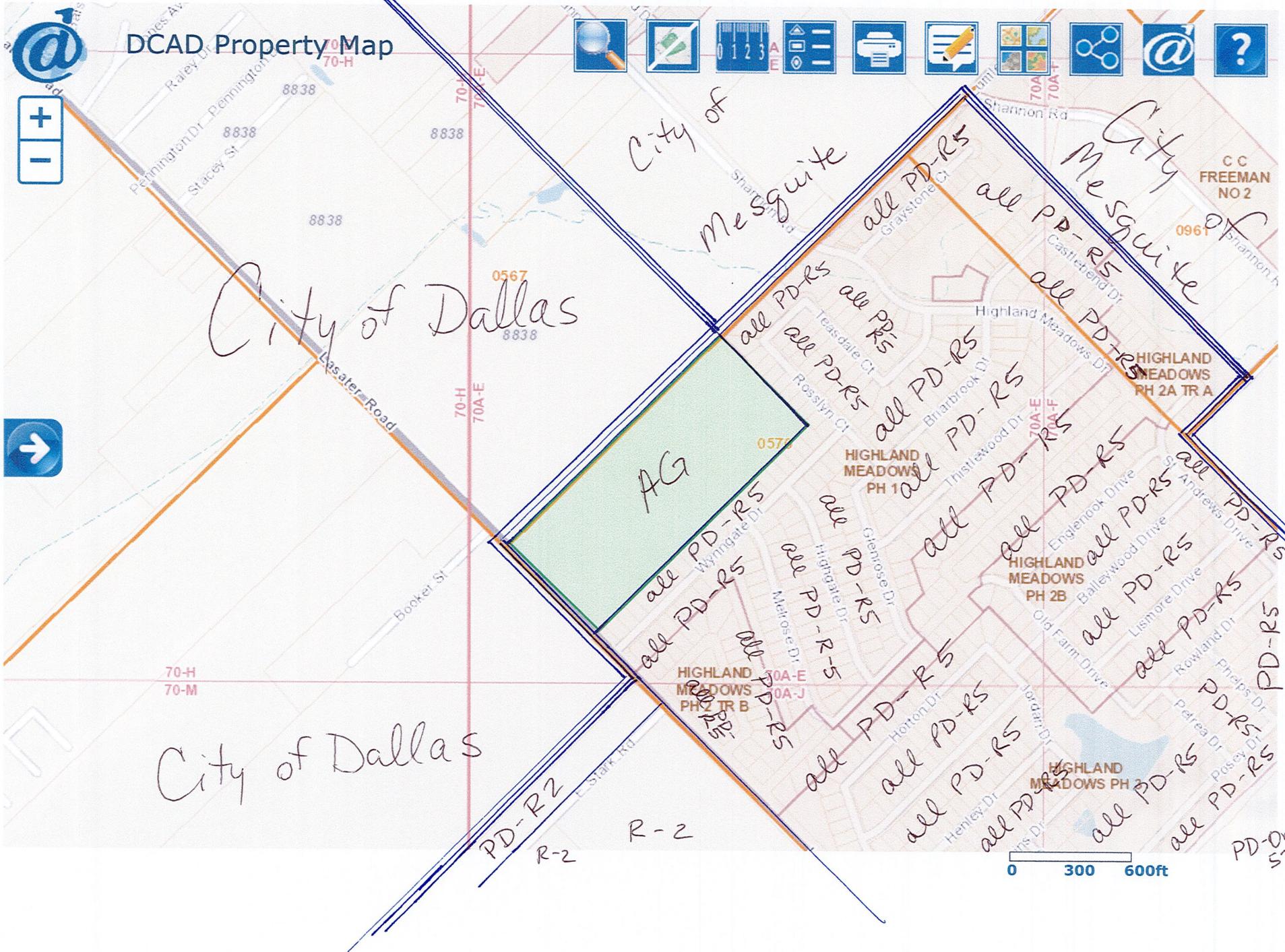
**EXHIBITS:**

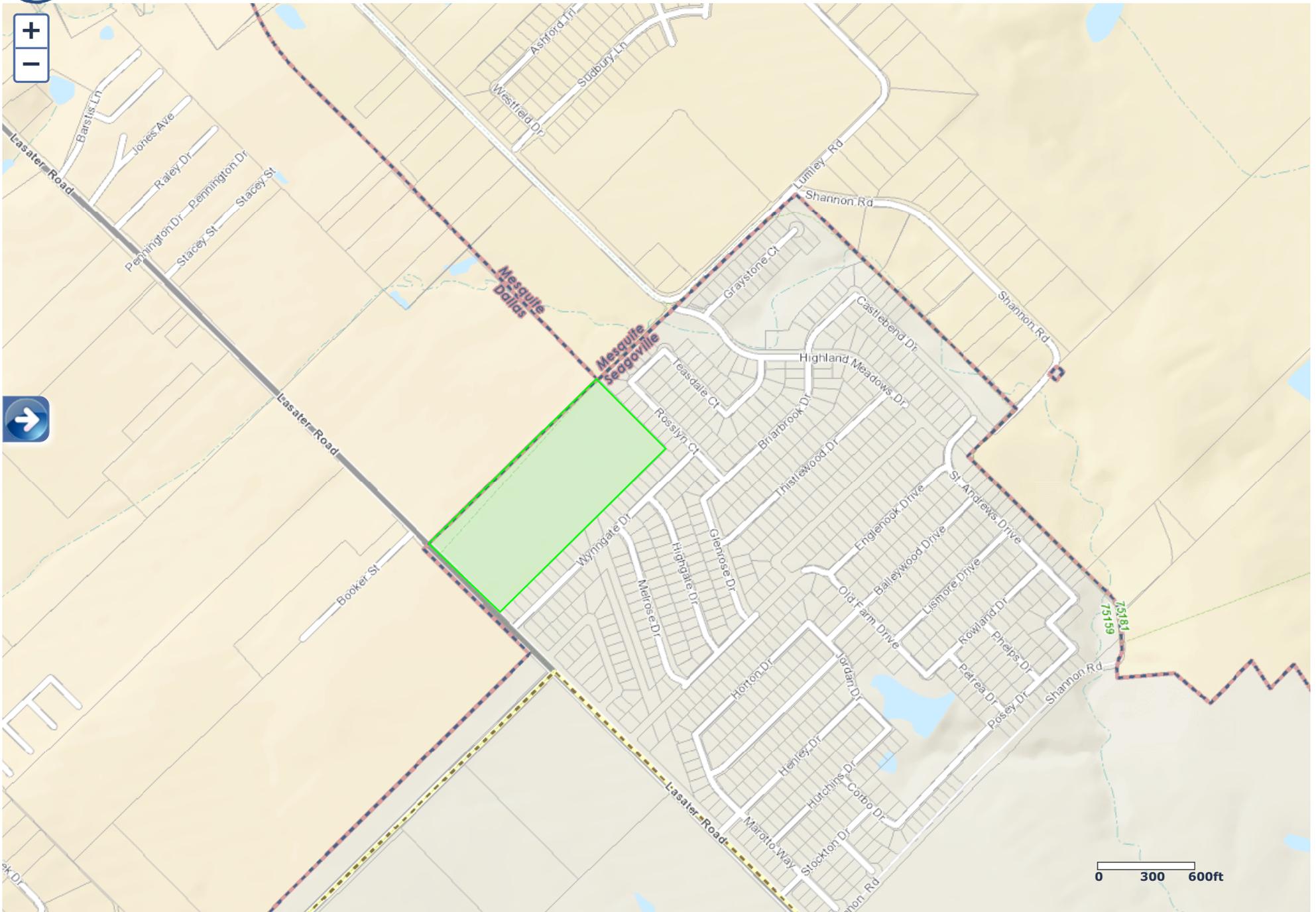
Each of the following are set for printing on letter-sized paper unless otherwise listed.

1. Staff Report (2 pages)
2. 2017 aerial photograph from DCAD website from October 7, 2019, meeting packet
3. Dimensional reference map from DCAD website from October 7, 2019, meeting packet
4. Zoning map reference (dimensional map with zoning added) from October 7, 2019, meeting packet
5. Jurisdictional map from DCAD website from October 7, 2019, meeting packet
6. Application from October 7, 2019, meeting packet
  - 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. Ordinance 33-2019
8. Correcting 2020 Ordinance











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

[seal]

My Commission Expires On: \_\_\_\_\_

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~~ <sup>6,100 S.F.</sup> square feet
- G. Minimum depth of the lot shall be not less than ~~110~~ <sup>120'</sup> 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~~ <sup>Lamar</sup> Road, that portion that runs the full length of the property ~~abutting~~ <sup>along</sup> 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.

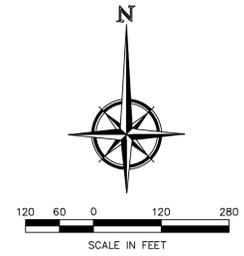
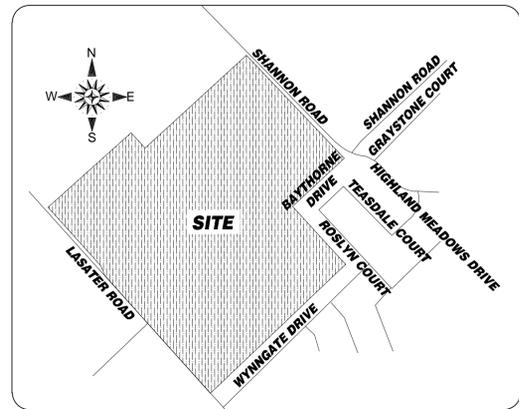
**SECTION 4.** That the above property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended and as amended herein.

**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



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

**ORDINANCE NO. 33-2019**

**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 WYNEGATE 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

**Exhibit 7**

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 7<sup>th</sup> day of October 2019.

APPROVED:



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

ATTEST:



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

APPROVED AS TO FORM:



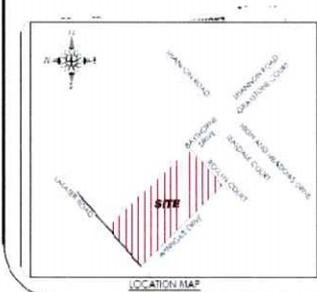
\_\_\_\_\_  
VICTORIA THOMAS, CITY ATTORNEY

(/cdb 09/30/2019)



# EXHIBIT "A" (Concept Plan)

Exhibit 7



**PROPERTY DESCRIPTION**

8811 is 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 larger 80.22 acre tract (land described as) owned by Carl Porter Caldwell, J., 407 Trust, Carl Porter Caldwell, a Trustee, and William Carl Caldwell, II, trustee as instrument is 2016029774, Deed Record, Dallas County, Texas 02/02/17, and being more particularly described as follows:

8811 is a point for corner in the center of Lobster Road at the northern corner of a 60.22 acre tract and being in a corner of a Highway (Road) Phase I, an addition to the City of Seagoville, Dallas County, Texas, recorded in volume 200828, Page 131, DCCO, from which the north-south corner has been established by a distance of 37.74 feet, and a 10' corner for road with a yellow push cap found.

8811 is a point for corner in the center of Lobster Road at the northern corner of a 60.22 acre tract and being in a corner of a Highway (Road) Phase I, an addition to the City of Seagoville, Dallas County, Texas, recorded in volume 200828, Page 131, DCCO, from which the north-south corner has been established by a distance of 37.74 feet, and a 10' corner for road with a yellow push cap found.

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This CE (containing 42.30' East along the southeast line of said 1.00 acre right-of-way, of 40.00 feet passing a 5.5-inch iron pipe ultra, also pipe, cap, stamped "90, 2017" found at the east-south corner thereof and continuing for a total distance of 147.24 feet to a 6" diameter concrete monument found at an east corner of 60.22 acre tract common to east corner of said Highway (Road) Phase I.

This CE is southeasterly and southerly in direction, with the common boundary line of said mentioned tract, the following courses: South 45° 27' 30" East a distance of 89.23 feet, a point for corner in a corner fence intersection.

South 45° 27' 30" West a distance of 148.33 feet to the 2001 DP, 8811 (1.00 acre), and continuing 88.02 feet East or 20.25' angle of road.

NOTE: The approximate location of the CE Limit line called out in this Legal Description is located on the location of the upper northern line of Highway (Road) Phase I, recorded in volume 200828, Page 131, as projected in a southeasterly direction to its intersection with the centerline of Lobster Road. This is also the approximate location of the common line of the J. Halford Survey, 8811 and the J. Halford Survey, 8875, Dallas County, Texas, is a City of Seagoville or Neppure Ordinance could be found to verify the location.

**LAND USE DATA**

Min. Lot S.F.	6,000
Min. Lot Width	50' @ 8' 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	

**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  
2001 10th St.  
Mopac, Pkwy 30175

Developer:  
**THE TACK TEAM INVESTMENTS LLC**  
841 ATWILL  
Diversity of Land Development & Acquisition  
3075 Hwy 104, Rockwall, TX 75087  
972.989.8983 | tteam@tackteam.com

Consultor:  
**KPA consulting, inc.**  
207 Hwy 104, Rockwall, TX 75087  
972.989.8983 Contact: Pat Atkins

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

September 23, 2019

Exhibit 7

**THE CITY OF SEAGOVILLE, TEXAS  
ORDINANCE NO. \_\_\_-20**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING ORDINANCE NO. 33-2019 BY CORRECTING A SCRIVENER ERROR RELATING TO THE MINIMUM LOT AREA SET FORTH IN THE DEVELOPMENT REGULATIONS UNDER SECTION 2, SUBSECTION F; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A CONFLICTS RESOLUTION CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Ordinance No. 33-2019, approved October 7, 2019, approved the Caldwell Farms Planned Development designated as PD-19-02; and,

**WHEREAS**, Section 2, subsection F of Ordinance No. 33-2019, sets forth the minimum lot area for such development; and

**WHEREAS**, as a result of a scrivener's error, Section 2, subsection F of Ordinance No. 33-2019, approved on October 7, 2019, incorrectly provided that the minimum area of each lot shall be not less than 6,100 square feet instead of correctly providing that the minimum area of each lot shall be not less than 6,000 square feet; and

**WHEREAS**, the City Council finds it to be in the public interest to amend Ordinance No. 33-2019 to correct the above described scrivener's error.

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

**SECTION 1.** That Ordinance No. 33-2019 is amended in Section 2, subsection F, to comply with the concept plan, which is approved and attached thereto as Exhibit A, to read as follows:

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

**ORDINANCE NO. 33-2019**

.....

**SECTION 2. ....**

.....

F. Minimum area of each lot shall be not less than 6,000 square feet

....."

**SECTION 2.** That all remaining provisions of Ordinance No. 33-2019 shall remain unchanged and in full force and effect.

**SECTION 3.** That all resolutions, policies, and provisions of the Code of 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 3.** That should any word, phrase, paragraph, section or phrase of this ordinance or of the Code of Ordinances, as amended hereby, be 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 Code of Ordinances as a whole.

**SECTION 4.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

**PASSED AND ADOPTED** by the City Council for the City of Seagoville, Texas at a meeting on the 6<sup>th</sup> day of January, 2020, at which a quorum was present, and for which due notice was given.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Victoria W. Thomas, City Attorney  
(/cdb 12.26.2019)

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

**Meeting Date:**                    **January 6, 2020**

### **ITEM DESCRIPTION:**

Conduct a public hearing on a request to authorize a religious institution on property zoned "R-5", Residential-5, being Tract 52 of the Wyatt Barnett Abstract 189, commonly referred to as 1201 North Kaufman Street, in the City of Seagoville, Dallas County, Texas.

### **BACKGROUND OF ISSUE:**

The land is improved with a 2-story building that encompasses 3,000 square feet. The rest of the lot has been paved with concrete at some point in the past. The property is located at the intersection of North Kaufman Street with East and West Adkins Streets.

Restore Hope and Life Mission, property owner, has acquired the building to serve as their base of operating several religiously-related missions. Religious institutions are permitted with a Special Use Permit in all zoning districts.

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 applicant's request should be denied or approved.

There are nineteen (19) properties and parts of four (4) 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 Wednesday, November 20, 2019. A legal ad was also published per the Texas Local Government Code in the Tuesday, November 19, 2019, edition of the Daily Commercial Record newspaper. One (1) letter was returned as undeliverable by the U.S. Postal Service. One (1) letter was returned against the request. No one (zero) spoke 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 Wednesday, December 18, 2019, about the City Council meeting. A legal ad was also published per the Texas Local Government Code in the Thursday, December 19, 2019, edition of the Daily Commercial Record newspaper. As of the date of this report, Monday, December 30, 2019, no (zero) additional letters have been returned as undeliverable by the U.S. Postal Service. One (1) additional written response against the request has been returned. Any responses received after the emailing of the packet to the Council will be provided at the meeting.

### **FINANCIAL IMPACT:**

Not applicable

## **RECOMMENDATION:**

On December 10<sup>th</sup>, the Planning and Zoning Commission voted five (5) to zero (0) in favor of approving with conditions the request for Special Use Permit (SUP) for a religious institution on Tract 52 of the Wyatt Barnett Abstract, commonly known as 1201 North Kaufman Street, Seagoville, Dallas County, Texas. The conditions of approval for the SUP were:

- SUP limited to maximum 2 calendar years.
- This SUP will expire when one of the following happens:
  - The owner relocates;
  - The owner closes its doors;
  - The owner expands their land uses; or
  - The owner applies for a new SUP for this location.
- No operation of a food bank.

Staff supports the requested change with the listed conditions of approval.

## **EXHIBITS:**

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

1. Staff Report (4 pages)
2. 2019 aerial photograph from DCAD website
3. Dimensional reference map from DCAD website
4. Zoning map reference (dimensional map with zoning added)
5. Application packet
6. Legal notice to newspaper
  - a. Planning and Zoning Commission
  - b. City Council
7. Letter sent to property owners
  - a. Planning and Zoning Commission (2 pages)
  - b. City Council (2 pages)
  - c. Responses received (2 pages)
8. List of property owners within 200-feet of property



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

**DATE:** JANUARY 6, 2020  
**AUTHOR:** JENNIFER BONNER, PLANNER  
**APPLICANT:** RESTORE HOPE AND LIFE MISSION  
**PARCEL:** 65018938510520000  
**LOCATION:** 1201 NORTH KAUFMAN STREET

**REQUEST SUMMARY:**

The subject parcel is located on the west corner of the intersection of North Kaufman Street with East and West Adkins Streets.

A religious institution has purchased the property as their base for use in their mission works.

Religious institutions are permitted with a Special Use Permit in all zoning districts.



**REQUEST LOCATION:** Inside City; Dallas County

SIZE OF PROPERTY	EXISTING ZONING	SURROUNDING ZONING	EXISTING LAND USE	SURROUNDING LAND USE
2-story building on 0.2+ acres	R-5, Single Family Residential	<b>Northwest:</b> C, Commercial <b>Southwest:</b> R-5, Single Family Residential <b>Northeast:</b> C, Commercial <b>Southeast:</b> R-5, Single Family Residential	Low Density Residential	<b>North:</b> Retail <b>South:</b> Low Density Residential <b>East:</b> Low Density Residential <b>West:</b> Low Density Residential

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

On December 10<sup>th</sup>, the Planning and Zoning Commission voted five (5) to zero (0) in favor of approving with conditions the request for Special Use Permit (SUP) for a religious institution on Tract 52 of the Wyatt Barnett Abstract, commonly known as 1201 North Kaufman Street, Seagoville, Dallas County, Texas. The conditions of approval for the SUP were:

- SUP limited to maximum 2 calendar years.
- This SUP will expire when one of the following happens:
  - The owner relocates;
  - The owner closes its doors;
  - The owner expands their land uses; or
  - The owner applies for a new SUP for this location.
- No operation of a food bank.

<b>Planning &amp; Zoning Commission reviews and makes a recommendation to the City Council, which makes the final decision on the request.</b>	
Detailed explanations follow on the attached pages.	
<b>STANDARD:</b>	<b>ANALYSIS:</b>
Development Calendar (Deadlines)	Has Met
Application(s) Requirements	Has Met
Zoning Code	Has Met

Staff supports the requested change with the listed conditions of approval.

COMPARISON TO ADOPTED CITY MASTER PLANS

STAFF ANALYSIS	PLAN GOALS OR GUIDELINES
<b>2002 Future Land Use Plan and Map</b>	
<p>The site for this request (green star outlined in dark blue) is located at a location that the Future Land Use Plan shows as an intersection of Low Density Residential and Retail land uses.</p> <p>Religious institutions are permitted with a Special Use Permit in all zoning districts.</p>	<p style="text-align: center;">Meets Standard</p> 
<b>2006 Thoroughfare Plan and Map</b>	
<p>The site for this request (green star outlined in dark blue) has is front (address) on North Kaufman Street (labeled and shown in orange). It also has direct access to West Adkins Street (a residential or local street).</p> <p>No right-of-way is required with this request.</p>	<p style="text-align: center;">Meets Standard</p> 
<b>2009 Zoning Plan and Map</b>	
<p>The green star outlined in blue shows the subject parcel.</p> <p>Religious institutions are permitted with a Special Use Permit in all zoning districts.</p>	<p style="text-align: center;">Meets Standard</p> 

REVIEW CRITERIA	STAFF ANALYSIS	
<p>1. Will the use conform to off-street parking and loading requirements?</p>	Yes	<p>Eleven (11) striped spaces are existing and available for parking. If the land uses do not expand to include public assemblies of over 50 people, then the site conforms with the existing parking spaces.</p>

REVIEW CRITERIA	STAFF ANALYSIS	
2. Has a site plan been submitted showing the layout of the proposed development/use?	No	No plan was provided by the applicant. A site walk-through was completed by staff and Director Barr on October 28, 2019.
3. Are all of the ingress and egress ways adequate?	Yes	Since ingress and egress to the property will be via existing public streets, these criteria will be met.
4. 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	There planned use will be located in an existing building.
5. Will granting the permit be authorizing less than the minimum requirements in regards to height, area, setbacks, parking, or landscaping?	No	The building and parking lot are existing.
6. Are there any outside lighting or screening controls that needs to be installed?	No	There is no proposed new lighting or screening planned. There is an existing screening fence on the rear of the building and a mature tree line to the west.
7. Will the proposed landscaping and screening be compliant with all City regulations?	N/A	There is no proposed new landscaping or screening for this use.
8. Are there any special setbacks that are needed between this use and adjoining properties?	No	The building and parking lot are existing.
9. What type of surfacing will be applied to parking areas and drives?	N/A	All area outside the building was paved in concrete several years ago.
10. Will curbs and drainage structures be installed as part of the project?	No	There are no proposed changes to the existing pavement.
11. Will granting the permit be authorizing any use that is not allowed or that defies the intent of the district it will be located in?	No	Religious institutions are permitted with a Special Use Permit in all zoning districts.
12. Will the use be designated, located, and operated so that the public health, safety, and welfare will be protected?	Yes	The existing building is already on city water and sewer.
13. Will the land use be compatible with other area properties located nearby?	Yes	Religious institutions are permitted in all zoning districts if a Special Use Permit is acquired.
14. Will the use conform to all provisions in the Code for the district in which the use is to be located?	Yes	Religious institutions are permitted with a Special Use Permit in all zoning districts.
15. Will the use facilitate public convenience at that location?	Yes	The subject property has direct access on all sides from either North Kaufman Street or West Adkins Street.
16. Have safeguards limiting noxious or offensive emissions, including light, noise, glare, dust, and odor been addressed?	N/A	There will be no increased emissions of light other than as vehicles enter or leave the site. There should be no increase in glare other than at these same times.
17. Will the signage conform to 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 the open space be maintained by the owner and/or developer?	Yes	The property owner will continue to maintain both the building and parking lot per city codes.

**Public Comments Received:** There are nineteen (19) properties and parts of four (4) 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 Wednesday, November 20, 2019. A legal ad was also published per the Texas Local Government Code in the Tuesday, November 19, 2019, edition of the Daily Commercial Record newspaper.

**STAFF REPORT**  
**Z2019-36**

One (1) letter was returned as undeliverable by the U.S. Postal Service. One (1) letter was returned against the request. No one (zero) spoke 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 Wednesday, December 18, 2019, about the City Council meeting. A legal ad was also published per the Texas Local Government Code in the Thursday, December 19, 2019, edition of the Daily Commercial Record newspaper. As of the date of this report, Monday, December 30, 2019, no (zero) additional letters have been returned as undeliverable by the U.S. Postal Service. One (1) additional written response against the request has been returned. Any responses received after the emailing of the packet to the Council will be provided at the meeting.

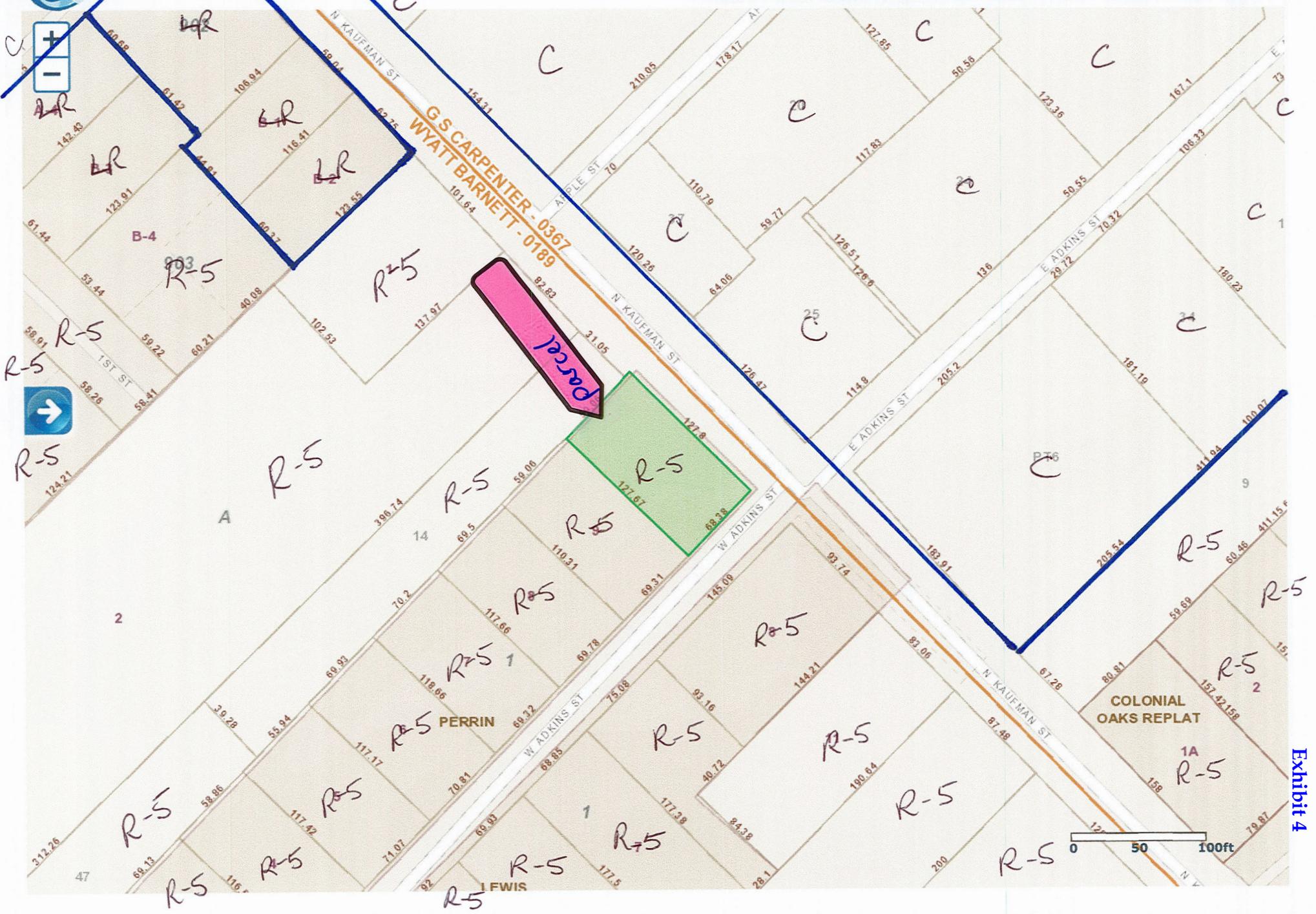
On December 10<sup>th</sup>, the Planning and Zoning Commission voted five (5) to zero (0) in favor of approving with conditions the request for Special Use Permit (SUP) for a religious institution on Tract 52 of the Wyatt Barnett Abstract, commonly known as 1201 North Kaufman Street, Seagoville, Dallas County, Texas. The conditions of approval for the SUP were:

- SUP limited to maximum 2 calendar years.
- This SUP will expire when one of the following happens:
  - The owner relocates;
  - The owner closes its doors;
  - The owner expands their land uses; or
  - The owner applies for a new SUP for this location.
- No operation of a food bank.

Staff supports the requested change with the listed conditions of approval.









# ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: Dec. 10, 2019 City Council: Jan. 6, 2020

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

**Application Type:**

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

Name of Subdivision or Project: \_\_\_\_\_

Physical Location of Property: 1201 NORTH KAUFMAN STR SEAGOVILLE TX  
[General Location – approximate distance to nearest existing street corner]

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

Acres: \_\_\_\_\_ Existing Zoning: R-5 Requested Zoning: Special Use Permit Religious Institution  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]  
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: Restore Hope and Life Ministerial Mission Applicant or Owner? (circle one)

Contact Person: Shirley I Title: \_\_\_\_\_

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

Street/Mailing Address: P.O. Box 622 City: Cedar Hill State: TX Zip: 75104

Phone: (469) 454 6826 Fax: ( ) Email Address: angelshmdh@sbcglobal.net  
469 264 4227 sasomibe@gmail.com

Engineer / Representative's Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

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

Street/Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) Fax: ( ) Email Address: \_\_\_\_\_

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

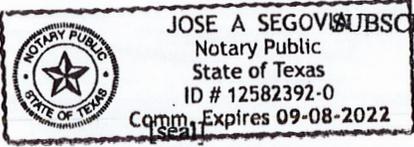
All applications must be COMPLETE before they will be scheduled for P&Z agenda. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that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

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

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

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

Signed: [Signature] Title: manager Date: 11/5/19



SUBSCRIBED AND SWORN TO before me, this the 5 day of November, 2019.  
[Month] [Year]

Notary Public in and for the State of Texas: [Signature]  
My Commission Expires On: 9-8-22

Office Use Only: Date Rec'd: 11/6/19 Fees Paid: \$ 250 Check #: 1203 Receipt #: 593472  
Zoning Case # 22019-36 Accepted By: [Signature] Official Submittal Date: 11/6/19







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

November 19, 2019

**NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING & ZONING COMMISSION  
ZONING CASE Z2019-36**

The Seagoville Planning and Zoning Commission will hold a public hearing on Tuesday, December 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 for a Special Use Permit for a religious institution on Tract 52 of the Wyatt Barnett Abstract, commonly known as 1201 North Kaufman Street, Seagoville, Dallas County, Texas.

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 Z2019-36 as it is described herein.

Additional Comments (attach additional sheets as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

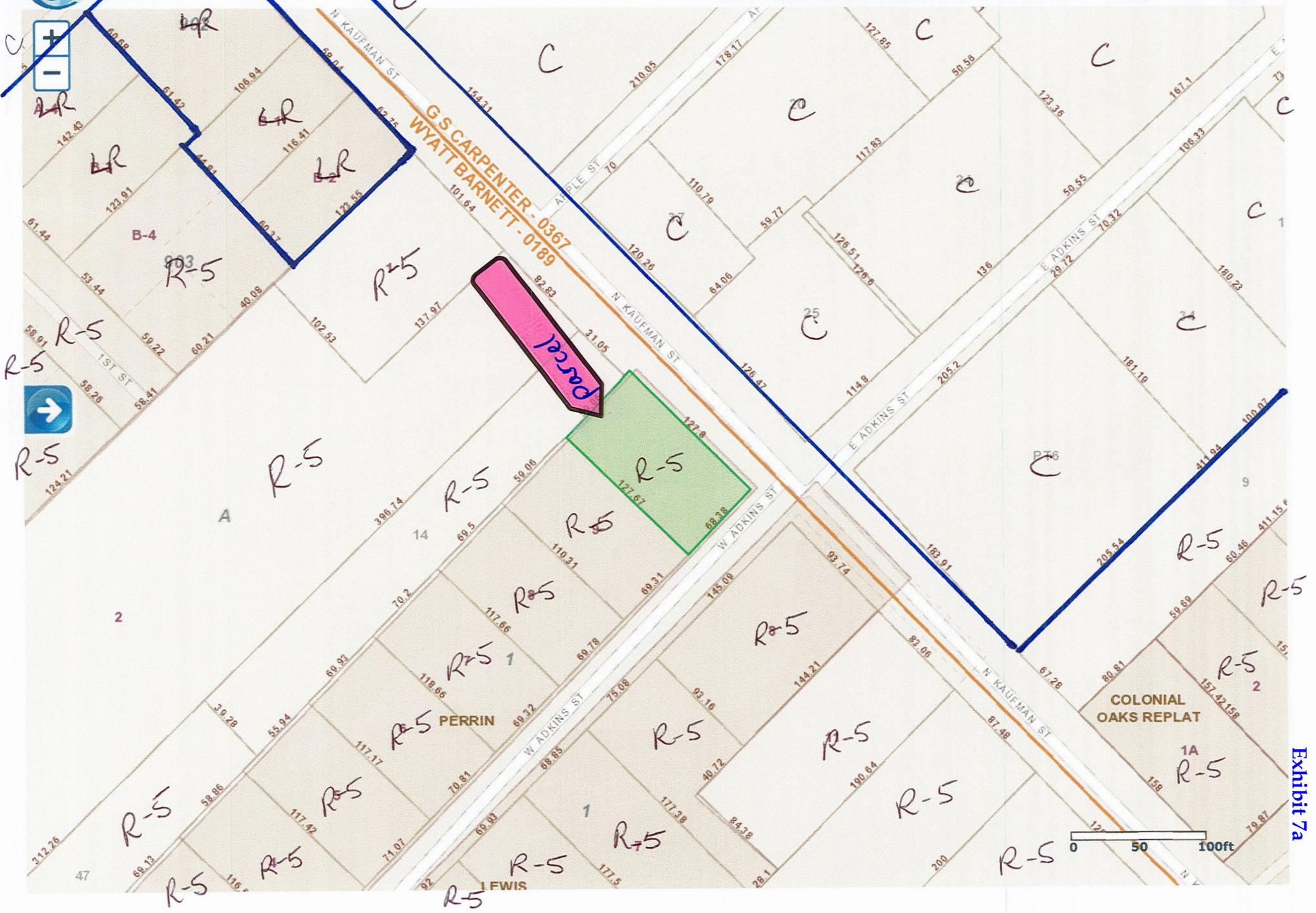
Signature(s): \_\_\_\_\_

Printed Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip code: \_\_\_\_\_

Phone Number: \_\_\_\_\_





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

December 16, 2019

**NOTICE OF PUBLIC HEARING  
SEAGOVILLE CITY COUNCIL  
ZONING CASE Z2019-36**

Seagoville City Council will hold a public hearing on Monday, January 6, 2020, 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 for a Special Use Permit for a religious institution on Tract 52 of the Wyatt Barnett Abstract, commonly known as 1201 North Kaufman Street, Seagoville, Dallas County, Texas.

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 letter is the second opportunity to voice your opinion about this project for the record. The final opportunity will be at the public hearing listed above.

---

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

I am  in favor of  against  Zoning Request Z2019-36 as it is described herein.

Additional Comments (attach additional sheets as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature(s): \_\_\_\_\_

Printed Name(s): \_\_\_\_\_

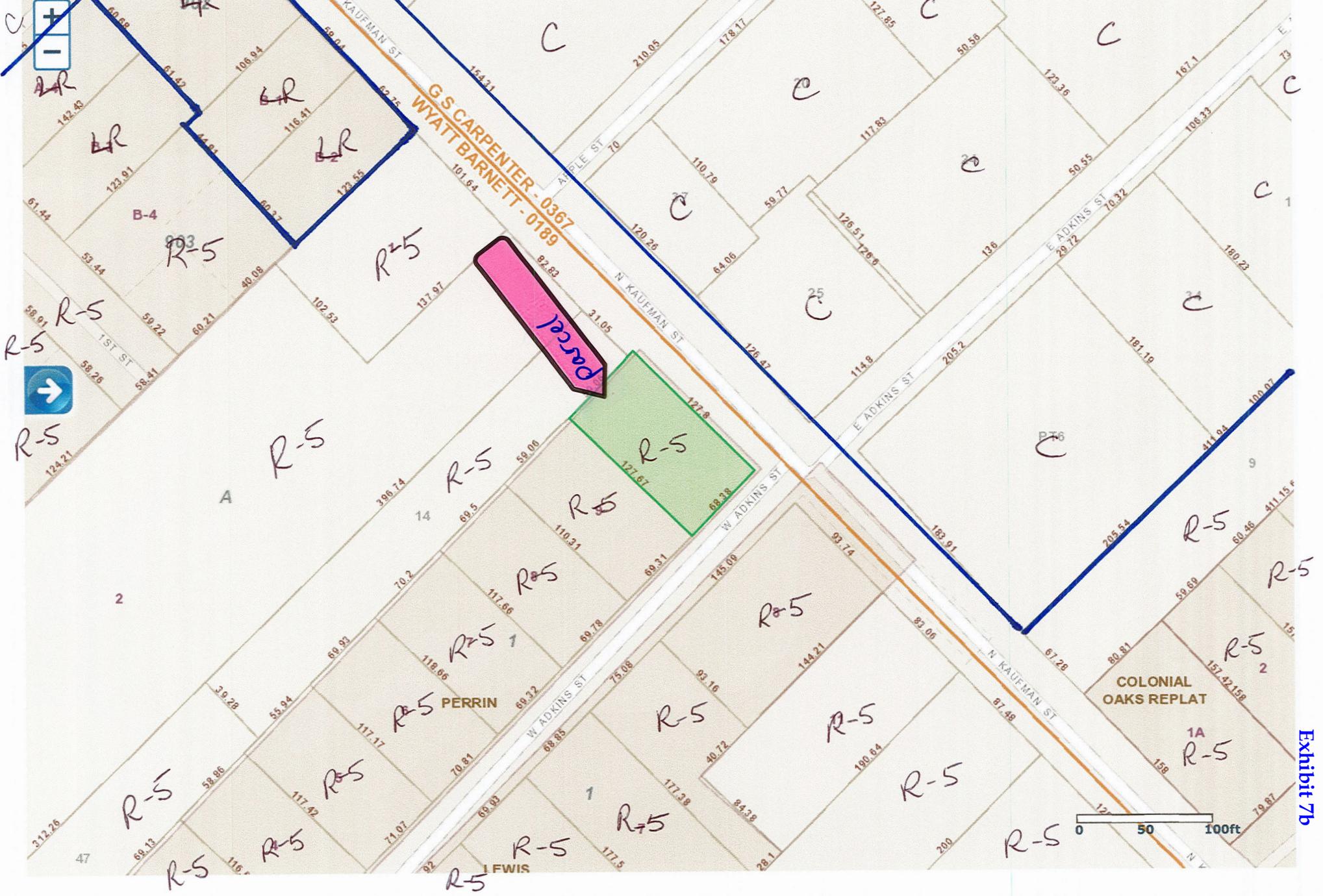
Address: \_\_\_\_\_

City, State & Zip code: \_\_\_\_\_

Phone Number: \_\_\_\_\_



DCAD Property Map





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

November 21, 2019

NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING & ZONING COMMISSION  
ZONING CASE Z2019-35

The Seagoville Planning and Zoning Commission will hold a public hearing on Tuesday, December 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 property known as 301 West Simonds Road, Seagoville, Dallas County, Texas from LM, Light Manufacturing, to R-5, Residential Single Family.

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 Z2019-35 as it is described herein.

Additional Comments (attach additional sheets as necessary): The subject property should remain zoned light manufacturing due to the existing number of neighboring businesses and associated traffic and noise levels. Residential single family would be negatively impacted by the area businesses and would not be consistent with surrounding zoning.

Signature(s): KAT  
Printed Name(s): Korey Rullestad  
Address: 306 W Simonds Road  
City, State & Zip code: Seagoville, TX 75159  
Phone Number: 972-287-7600

RECEIVED  
DEC 06 2019  
BY: gls

NOVEMBER 21, 2019



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

December 20, 2019

RECEIVED  
DEC 27 2019

NOTICE OF PUBLIC HEARING  
SEAGOVILLE CITY COUNCIL  
ZONING CASE Z2019-35

BY: *AA*

Seagoville City Council will hold a public hearing on Monday, January 6, 2020, 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 property known as 301 West Simonds Road, Seagoville, Dallas County, Texas from LM, Light Manufacturing, to R-5, Residential Single Family.

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 letter is the second opportunity to voice your opinion about this project for the record. The final opportunity will be at the public hearing listed above.

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

I am in favor of  against  Zoning Request Z2019-35 as it is described herein.

Additional Comments (attach additional sheets as necessary):

*yes it is good for youll do something  
for if they live in a working zone  
they need to spater home with working  
areas that*

Signature(s): *Leonor Arriola*

Printed Name(s): *LEONOR ARRIOLA*

Address: *212 W. Simonds Rd.*

City, State & Zip code: *Seagoville Tx 75159*

Phone Number: *214-208-9852*

*and Merry Christmas  
and Happy New Year*

DECEMBER 20, 2019

**Property Owner List for 1201 North Kaufman Street  
ZONING REQUEST Z2019-36: Special Use Permit**

**Exhibit 8**

Mailed out a total of 19 certified letters on Tuesday, November 19, 2019, before 5:00 PM

Subject or adjoiner?	Site Address	DCAD acc't	Owner	Mailing Address 1	Address 2	City	State	Zip
Subject	1201 North Kaufman Street	65018938510520000	Restore Hope and Life Mission	P. O. Box 622		Cedar Hill	TX	75106
Adjoiner	104 West Adkins Street	50031550010090000	Azael & Cynthia Garces	104 West Adkins Street		Seagoville	TX	75159
Adjoiner	106 West Adkins Street	50031550010080000	Ralph & Hilda Rubio	106 West Adkins Street		Seagoville	TX	75159
Adjoiner	108 West Adkins Street	50031550010070000	Thomas E. & Ruth N. Day	108 West Adkins Street		Seagoville	TX	75159
Adjoiner	1203 North Kaufman Street	65018938510540000	Henry B. Hughes	1203 North Kaufman Street		Seagoville	TX	75159
Adjoiner	1205 North Kaufman Street	500027500A0020000	Emiliano & Juanita I. Pelayo	1205 North Kaufman Street		Seagoville	TX	75159
Adjoiner	1301 North Kaufman Street	500027500A0010000	Emiliano Pelayo	1301 North Kaufman Street		Seagoville	TX	75159
Adjoiner	101 Apple Street	65036772010160000	James G. Bayne, Jr.	101 Apple Street		Seagoville	TX	75159
Adjoiner	104 Apple Street	65036772010200000	George Welch	P. O. Box 365		Seagoville	TX	75159
Adjoiner	1204 North Kaufman Street	65036772010370000	George Welch	P. O. Box 365		Seagoville	TX	75159
Adjoiner	1202 North Kaufman Street	65036772010250100	Gary Hall	1305 North Highway 175		Seagoville	TX	75159
Adjoiner	101 East Adkins Street	65036772010250000	Martha F. Davis et al	1202 North Kaufman Street		Seagoville	TX	75159
Adjoiner	103 East Adkins Street	65036772010240000	Goodmark Group Texas LLC	103 East Adkins Street		Seagoville	TX	75159
Adjoiner	1110 North Kaufman Street	65036771510060000	Maria Inez Cantu	1110 North Kaufman Street		Seagoville	TX	75159
Adjoiner	1107 North Kaufman Street	65018907510110000	Jason Ballard	1485 Eubanks Road		Combine	TX	75159
Adjoiner	1109 North Kaufman Street	50022500000080000	Timothy L. Ramsey	307 North Watson Street		Seagoville	TX	75159
Adjoiner	101 West Adkins Street	50022500000080200	La Perier Investments LLC	P. O. Box 35		Crandall	TX	75114
Adjoiner	103 West Adkins Street	50022500000070000	Residential Holdings LLC	2560 King Arthur Boulevard	Unit 124-33	Lewisville	TX	75056
Adjoiner								

**Exhibit 8**

## ***Regular Session Agenda Item: 10***

**Meeting Date:**                    **January 6, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a Special Use Permit ("SUP") subject to specified conditions authorizing a religious institution on property zoned "R-5", Residential-5, being Tract 52 of the Wyatt Barnett Abstract 189, commonly referred to as 1201 North Kaufman Street, in the City of Seagoville, Dallas County, Texas; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date.

### **BACKGROUND OF ISSUE:**

The land is improved with a 2-story building that encompasses 3,000 square feet. The rest of the lot has been paved with concrete at some point in the past. The property is located at the intersection of North Kaufman Street with East and West Adkins Streets.

Restore Hope and Life Mission, property owner, has acquired the building to serve as their base of operating several religiously-related missions. Religious institutions are permitted with a Special Use Permit in all zoning districts.

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 applicant's request should be denied or approved.

There are nineteen (19) properties and parts of four (4) 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 Wednesday, November 20, 2019. A legal ad was also published per the Texas Local Government Code in the Tuesday, November 19, 2019, edition of the Daily Commercial Record newspaper. One (1) letter was returned as undeliverable by the U.S. Postal Service. One (1) letter was returned against the request. No one (zero) spoke 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 Wednesday, December 18, 2019, about the City Council meeting. A legal ad was also published per the Texas Local Government Code in the Thursday, December 19, 2019, edition of the Daily Commercial Record newspaper. As of the date of this report, Monday, December 30, 2019, no (zero) additional letters have been returned as undeliverable by the U.S. Postal Service. One (1) additional written response against the request has been returned. Any responses received after the emailing of the packet to the Council will be provided at the meeting.

**FINANCIAL IMPACT:**

Not applicable

**RECOMMENDATION:**

On December 10<sup>th</sup>, the Planning and Zoning Commission voted five (5) to zero (0) in favor of approving with conditions the request for Special Use Permit (SUP) for a religious institution on Tract 52 of the Wyatt Barnett Abstract, commonly known as 1201 North Kaufman Street, Seagoville, Dallas County, Texas. The conditions of approval for the SUP were:

- SUP limited to maximum 2 calendar years.
- This SUP will expire when one of the following happens:
  - The owner relocates;
  - The owner closes its doors;
  - The owner expands their land uses; or
  - The owner applies for a new SUP for this location.
- No operation of a food bank.

Staff supports the requested change with the listed conditions of approval.

**EXHIBIT:**

1. Ordinance (3 pages)

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

**ORDINANCE NO. \_\_\_\_-2019**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF CITY OF SEAGOVILLE, AS AMENDED, BY GRANTING A SPECIAL USE PERMIT ("SUP") SUBJECT TO SPECIFIED CONDITIONS AUTHORIZING A RELIGIOUS INSTITUTION ON PROPERTY ZONED "R-5", RESIDENTIAL-5, BEING TRACT 52 OF THE WYATT BARNETT ABSTRACT 189, COMMONLY REFERRED TO AS 1201 NORTH KAUFMAN STREET, IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Planning and Zoning Commission of the City of Seagoville and the City Council of the City of Seagoville, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes have given requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Seagoville is of the opinion and finds that a zoning change should be granted with certain conditions, and that the Comprehensive Zoning Ordinance and Map should be accordingly 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, be and the same is hereby amended by granting a Special Use Permit authorizing a religious institution on property zoned "R-5", Residential-5, being Tract 52 of the Wyatt Barnett Abstract 189, commonly referred to as 1201 North Kaufman Street (the "Property"), in the City of Seagoville, Dallas County, Texas, subject to the following conditions:

A. That the special use permit will expire on the earlier of:

- two calendar years from the date of the adoption of this Ordinance;
- the date upon which the owner relocates the religious institution to a site off

- the Property;
- the date upon which the owner ceases to operate the religious institution on the Property;
- the date upon which owner expands its land uses to include uses in addition to religious institutions; or
- the date upon which the owner applies for a new SUP for this location.

B. That a food bank shall not be permitted on the Property or as a part of the allowed use and is strictly prohibited.

**SECTION 2:** That the Property shall be used only for the purposes set out herein and further only in accordance with the City of Seagoville's Zoning Ordinance and all other ordinances, codes, and policies of the City of Seagoville, as amended.

**SECTION 3:** That all provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance as amended be hereby repealed and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 4:** That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance or the Comprehensive Zoning Ordinance as a whole, or any part or provision thereof, other than the part declared to be invalid, illegal, or unconstitutional.

**SECTION 5:** That any person, firm, or corporation violating, disobeying, neglecting, refusing to comply with, or resisting the enforcement of any of the provisions or terms of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, shall be subject to the same penalty of two thousand dollars (\$2,000.00) for each offense as provided for in the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended. Each and every day such a violation continues or is allowed to exist shall constitute a separate offense.

**SECTION 6:** That this ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Seagoville, Texas this 6<sup>th</sup> day of January, 2020.

**APPROVED:**

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DENNIS, K. CHILDRESS, MAYOR

**ATTEST:**

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KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

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VICTORIA THOMAS, CITY ATTORNEY  
(/cdb 12/26/2019)

# ***Regular Session Agenda Item: 11***

**Meeting Date: January 6, 2020**

## **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: 12***

**Meeting Date: January 6, 2020**

**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