



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, JANUARY 25, 2021**

Notice is hereby given in accordance with the Order of the Office of the Governor issued March 16, 2020, the City of Seagoville will conduct a Regular Meeting by video conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (CoVID-19).

To access the meeting video conference (which provides two-way communication for Public Comment during that portion of the Meeting), use the following link or phone number:

Video Conference: <https://webinar.ringcentral.com/j/1493577300>

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.*

If you would like to make a Public Comment, please email Kandi Jackson, City Secretary, at kjackson@seagoville.us no later than 6:00 P.M. on Monday, January 25, 2021.

Please include the following information in your email:

- **Name**
- **Address**
- **Email Address and Phone Number**
- **Agenda Item or general subject of your comment**

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 January 4, 2021 (City Secretary)**

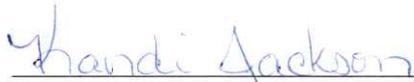
REGULAR AGENDA-

- 2. First Reading – Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Beacon Industries, Inc. as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)**
- 3. Conduct interviews with Boards & Commissions Applicant for appointment (City Secretary)**
- 4. Receive a presentation of the 2020 Year End Animal Services and Police Department activity report (Police Chief)**
- 5. Receive direction from Council concerning location of new Police Department Building (Police Chief)**
- 6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an agreement for Professional Engineering Services on a Defined Scope of Services Basis (“Agreement”) with Halff Associates, Inc. for the purpose of providing Design Build RFP Documents and Program Management Services for the construction of a new Police Department Building in an amount not to exceed \$166,096.20; authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date (Police Chief)**
- 7. Discuss and consider Seagoville Economic Development Corporation using billboards in neighboring communities to promote the City of Seagoville (Mayor Pro Tem Epps)**
- 8. Second Reading – Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Beacon Industries, Inc. as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)**
- 9. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**

10. 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 22, 2021 by 5:00 P.M.



Kandi Jackson, City Secretary



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

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

DATES TO REMEMBER

- **Monday, February 1, 2021 Regular City Council Meeting**
- **Monday, February 22, 2021 Regular City Council Meeting**
- **Monday, March 1, 2021 Regular City Council Meeting**
- **Monday, March 15, 2021 Regular City Council Meeting**

Consent Session Agenda Item: 1

Meeting Date: January 25, 2021

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes January 4, 2021.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for January 4, 2021.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

January 4, 2021 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL
REGULAR SESSION
JANUARY 4, 2021**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, January 4, 2021, 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	Arrived 7:07 p.m.
Harold Magill	Councilmember	
Mike Fruin	Councilmember	Absent

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

Invocation – *Invocation was led by Councilmember Magill.*

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

Mayor’s Report – *Mayor Childress presented Heather Howells with a Recognition Certificate.*

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 21, 2020 (City Secretary)

Motion to approve City Council Meeting minutes for December 21, 2020 – Hernandez, seconded by Magill; motion passed with all ayes. 3/0

REGULAR AGENDA-

2. Conduct a public hearing on a request to grant a change in zoning from PD-19-02 to PD-19-02-A1 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, by approving an amended concept plan (Community Development Director)

Mayor Childress opened the public hearing at 7:03 p.m.

No one spoke for or against.

Mayor Childress closed the public hearing at 7:03 p.m.

3. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from PD-19-02 to PD-19-02-A1 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, by approving an Amended Concept Plan attached hereto as Exhibit “A”; providing a severability clause; providing a conflicts resolution clause; and providing an effective date (Community Development Director)

Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from PD-19-02 to PD-19-02-A1 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, by approving an Amended Concept Plan attached hereto as Exhibit “A”; providing a severability clause; providing a conflicts resolution clause; and providing an effective date – Hernandez, seconded by Magill; motion passed with all ayes. 3/0

4. Conduct a public hearing on a request for a change in the zoning from R-2, Residential Single Family-2, to AG, Agriculture, on an approximately 157.98± acres tract commonly known as 850 East Malloy Bridge Road in the City of Seagoville, Dallas and Kaufman Counties, Texas (Community Development Director)

(Councilmember Howard arrived at 7:07 p.m.)

Mayor Childress opened the public hearing at 7:07 p.m.

No one spoke for or against.

Mayor Childress closed the public hearing at 7:07 p.m.

5. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a change in zoning from R-2, Residential Single Family-2, to AG, Agriculture, on approximately 157.98± acres tract commonly known as 850 East Malloy Bridge Road in the City of Seagoville, Dallas and Kaufman Counties, Texas, and being legally described by metes and bounds in Exhibit “A” attached hereto and incorporated herein; 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 (Community Development Director)

In response to a question by Councilmember Hernandez, Community Development Director Barr stated the requestor is not present at the meeting.

Motion to deny the request for a zone change due to the requestor not being present – Hernandez. Councilmember Hernandez stated he wants to make sure the property owners are aware of the flood plain engineer that will be required. Community Development Director Barr stated he met with the applicant and made sure they are aware of the requirements for a flood plain engineer.

Councilmember Hernandez rescinded his motion to deny the request due to the applicant being made aware of the requirements.

Motion to approve 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 change in zoning from R-2, Residential Single Family-2, to AG, Agriculture, on approximately 157.98± acres tract commonly known as 850 East Malloy Bridge Road in the City of Seagoville, Dallas and Kaufman Counties, Texas, and being legally described by metes and bounds in Exhibit “A” attached hereto and incorporated herein; 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 – Hernandez, seconded by Magill; motion passed with all ayes. 4/0

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

Councilmember Magill stated he would like to explore solutions for the gunfire during holidays.

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

None.

Adjourned at 7:12 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 2

Meeting Date: January 25, 2021

ITEM DESCRIPTION:

First Reading – Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Beacon Industries, Inc. as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date.

BACKGROUND OF ISSUE:

The Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will promote and retain new and expanding business enterprises within the City. SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with Beacon Industries, Inc., a Texas for-profit corporation, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”). Section 505.158 mandates that the SEDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings. The City Council has determined that the Project contemplated by SEDC and Beacon Industries, Inc. under the terms and conditions set forth in the Economic Development Incentive Agreement will promote and retain new and expanded business enterprises within the City of Seagoville.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution
Agreement between SEDC and Beacon Industries

CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND BEACON INDUSTRIES, INC. AS REFLECTED IN THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with Beacon Industries, Inc., a Texas for-profit corporation, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”) and

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

WHEREAS, the City Council has determined that the Project contemplated by SEDC and Beacon Industries, Inc. under the terms and conditions set forth in the Economic Development Incentive Agreement will promote and retain new and expanded business enterprises within the City of Seagoville; and

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

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

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

Section 1. The City Council hereby approves and authorizes the Project between the Seagoville Economic Development Corporation and Beacon Industries, Inc., a Texas for-profit corporation, under the terms and conditions set forth in an Economic Development Incentive Agreement in substantially the form attached hereto as Exhibit “A”.

Section 2. The City Council authorizes the SEDC to enter into any additional agreements necessary to undertake the Project in accordance with the terms and conditions set forth in the Economic Development Incentive Agreement.

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

DULY RESOLVED AND ADOPTED First Reading and Second Reading of the City Council of the City of Seagoville, Texas, this the ____ day of _____ 2021.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(121920vwtTM119763)

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

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

This Economic Development Incentive Agreement (“Agreement”) is made by and between Beacon Industries, Inc., a Texas for-profit corporation (“Beacon” or Company”), and the Seagoville Economic Development Corporation (the “SEDC”), each acting by and through their respective authorized representatives. SEDC and Company may be referred to herein each as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Company has leased the real property and improvements situated at 1814 Woody Road, Dallas, Texas 75253 (the “Property”) for over twenty (20) years from the owner and related business entity, Melrose Financial Corporation, and has a current lease for the Property that extends through the end of 2030; and

WHEREAS, on said Property, Company has operated and continues to operate Beacon Industries, Inc., a commercial aerospace manufacturing facility, manufacturing aerospace and aircraft parts for customers such as Lockheed Martin, Boeing, and Raytheon Technologies; and

WHEREAS, Company desires to expand the Beacon Industries facilities located on the Property through construction, equipping, and operation of an additional 15,000 square foot facility which would bring the total square footage of the entire Beacon Industries facility on the Property to over 100,000 square feet; and

WHEREAS, Company has advised the SEDC that the total cost of the desired expansion is over \$1,000,000.00 and that a contributing factor that would induce Company to continue and expand its operations through construction, equipping, and operation of the 15,000 square foot expanded facility would be an agreement by SEDC to provide an economic development grant to Company to defray a portion of the costs of such expansion; 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 business retention and/or expansion; 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 Expansion, (2) all necessary permits for the Expansion have been issued by all applicable governmental authorities, and (3) construction of the vertical elements of the Expansion has commenced.

“Company” shall mean Beacon Industries, Inc., a Texas for-profit corporation, which is the lessee and operator of a commercial aerospace manufacturing facility located at 1814 Woody Road, Dallas, Texas 75253.

“Completion of Construction” shall mean that (1) Expansion has been substantially completed, (2) a final, permanent certificate of occupancy for the Expansion has been issued, and (3) Company is open and conducting business during normal business hours for Beacon Industries in the Expansion.

“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 Expansion

“Expansion” shall mean a new aerospace manufacturing facility to be designed, constructed, equipped, and operated on the Property, said Expansion (1) to be a minimum of 15,000 square feet in area, as shown on Exhibit “A”, and (2) to include construction of building foundation, construction and erection of building, construction of a fire lane,

CMM Foundation, electrical work, site plan and engineering services, recon fire services, installation of necessary waterlines and hydrants and HVAC system.

“Expiration Date” shall mean the fifth (5th) 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 the Expansion, as defined herein, not to exceed Three Hundred and Fifty Thousand Dollars (\$350,000.00) to offset a portion of the costs paid and incurred by Company for the Expansion, 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.

“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 operation and occupancy of the Expansion as a commercial aerospace manufacturing facility.

“SEDC” shall mean the Seagoville Economic Development Corporation.

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 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 two (2) 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 six (6) 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 Expansion 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 and continuing through the term of this Agreement, Company shall create, fill and maintain a minimum of two (2) Employment Positions for the Expansion per twelve month period, with a total of a minimum of ten (10) new Employment Positions created, filled and maintained for the Expansion at the conclusion of five years from Completion of Construction.

4.6 Continuous Ownership. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Property, including the Expansion, shall be continuously owned and occupied by the Company.

4.7 Capital Investment. Company's Capital Investment for the Expansion as of the Completion of Construction shall be not less than One Million (\$1,000,000.00) Dollars. SEDC shall have a right, during the term of this Agreement, to request that Company provide proof of this Capital Investment. In the event of such request, Company shall, not later than fifteen (15) calendar days after the request by SEDC, 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 design, construction, and equipping of the Expansion, as reasonably verified by SEDC, is less than One Million (\$1,000,000.00) 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 \$1,000,000.00 and the final total cost of the construction of the Expansion 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 Following Termination Under 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 4.1, 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 4.1, 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 4.1, 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 Following Termination 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:

Beacon Industries, Inc.
Attn: Donald R. Holloway
1814 Woody 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.

6.16 No Boycott of Israel. Company verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Agreement or any Related Agreement. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Contract.”

[Three Signature Pages to Follow]

EXECUTED on this _____ day of _____, 2021.

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Patrick Stallings, Executive Director

EXECUTED on this _____ day of _____, 2021.

BEACON INDUSTRIES, INC.

By: _____
Donald R. Holloway, Chief Executive Officer and Director

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, Donald R. Holloway, Chief Executive Officer and Director for Beacon Industries, Inc., a Texas for-profit corporation, 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 Beacon Industries, Inc., that he was duly authorized to perform the same by appropriate resolution, and that he executed the same as the act of said Beacon Industries, Inc. 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 _____, 2021.

Notary Public, State of Texas

My Commission Expires:

EXHIBIT "A"

BEACON

2020 / 2021 Facility Expansion Project

Beacon's current
manufacturing
floor space is
85,000 Sq. Ft.



15,000 Sq. Ft. of
additional
manufacturing
floor space

Regular Session Agenda Item: 3

Meeting Date: January 25, 2021

ITEM DESCRIPTION:

Conduct interviews with Boards & Commissions Applicant for appointment.

BACKGROUND OF ISSUE:

At this time, Place Two (2) on the Board of Adjustments is vacant. Mr. John Rice applied to serve on the Board of Adjustments. In compliance with Ordinance No. 24-2019, a criminal background check has been completed for Mr. Rice.

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

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

List of appointments

Regular Session Agenda Item: 4

Meeting Date: January 25, 2021

ITEM DESCRIPTION:

Receive a presentation of the 2020 Year End Animal Services and Police Department activity report.

BACKGROUND OF ISSUE:

Police Chief Ray Calverley to provide end of year presentation for activity from the Police Department and Animal Services.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

2020 Council Report Year End Animal Services
2020 Monthly Criminal Activity
Chief's Monthly Report



City of Seagoville Police Department

600 North US Highway 175
Seagoville, Texas 75159
Phone 972.287.2999 Fax 972.287.2917
www.seagoville.us



Seagoville Police Department City Council Presentation

2020 Year End Seagoville Animal Services Stats

Canine Intakes, Adoptions, Rescues, and Return to Owner

Description	Oct.	Nov.	Dec	Total	YTD Total
Stray	22	11	25	58	262
Surrenders	0	1	1	2	15
Adoptions	11	5	14	30	176
Rescues	8	2	0	10	59
Return to Owner	4	0	6	10	49

Feline Intakes, Adoptions, Rescues, and Return to Owner

Stray	4	18	13	35	210
Surrenders	2	1	1	4	21
Adoptions	17	21	9	47	231
Rescues	0	0	0	0	0
Return to Owner	0	0	0	0	3

Animal Services Activity for the 4th quarter and Year End 2020

Calls for Service	118	115	172	405	2053
After Hour Calls	0	0	0	0	0
Volunteer Hours	163	177	201	541	2485
Verbal Warnings	0	1	0	1	15
Written Warning	12	0	0	1	6
Citations	0	0	0	0	5

2020 Crime Statistics
Seagoville Police Department

SEAGOVILLE POLICE DEPARTMENT
CONSOLIDATION OF MONTHLY CRIMINAL ACTIVITY

UNIFORM CLASSIFICATION OF OFFENSES	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	This year to date	Last year to date		%+- For Same Period Last Year
1A. CRIMINAL HOMICIDE: MURDER	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%
1B. MANSLAUGHTER BY NEGLIGENCE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.00%
2. FORCIBLE RAPE	0	1	1	0	0	0	0	1	1	1	1	1	7	2	5	250.00%
3. ROBBERY	2	0	0	0	1	0	0	0	0	0	3	1	7	5	2	40.00%
4. AGGRAVATED ASSAULT	2	1	2	1	2	1	1	0	0	2	0	2	14	8	6	75.00%
5. BURGLARY-BREAKING OR ENTERING	6	2	6	2	3	3	3	3	7	6	0	3	44	73	-29	-39.73%
6. THEFT - LARCENY	18	16	16	14	28	17	22	21	26	22	14	12	226	186	40	21.51%
7. MOTOR VEHICLE THEFT	5	9	5	6	8	8	10	14	11	9	13	10	108	96	12	12.50%
8. ARSON	0	1	1	0	0	0	0	0	0	0	0	0	2	0	2	100.00%
TOTAL - PART I OFFENSES													408	370	38	10.27%

**SEAGOVILLE POLICE DEPARTMENT
POLICE CHIEF'S MONTHLY REPORT**

	December 2020	December 2019	% CHANGE	2020 YTD	2019 YTD	% CHANGE
PART I OFFENSES	29	27	7%	408	370	10%
CRIME INDEX RATE	1.80	1.68	7%	25.34	22.98	10%
TOWN POPULATION	16100	16100	0%	16100	16100	0%
CLEARANCE INDEX	3	3	0%	95	57	67%
CLEARANCE INDEX RATE	0.19	0.19	0%	5.90	3.54	67%
VALUE PROPERTY STOLEN	\$ 147,035	\$ 232,816	-37%	\$ 1,992,239	\$ 1,430,050	39%
VALUE PROPERTY RECOVERED	\$ 26,176	\$ 100,309	-74%	\$ 816,830	\$ 798,336	2%

ACTUAL OFFENSES PER 1,000 POPULATION AND CLEARANCE RATE

CRIMINAL HOMICIDE RATE	0 0.00	0 0.00	0% 0%	0 0.00	0 0.00	0% 0%
CASES CLEARED CLEARANCE RATE	0 0.00	0 0.00	0% 0%	0 0.00	0 0.00	0% 0%
FORCIBLE RAPE RATE	1 0.06	0 0.00	100% 0%	7 0.43	2 0.12	250% 250%
CASES CLEARED CLEARANCE RATE	0 0.00	0 0.00	0% 0%	1 14.29	1 50.00	0% -71%
ROBBERY RATE	1 0.06	0 0.00	100% 100%	7 0.435	5 0.31	40% 40%
CASES CLEARED CLEARANCE RATE	0 0.00	0 0.00	0% 0%	1 14.29	3 60.00	-67% -76%
AGGRAVATED ASSAULT RATE	2 0.12	1 0.06	100% 100%	14 0.87	8 0.50	75% 75%
CASES CLEARED CLEARANCE RATE	0 0.00	0 0.00	0% 0%	4 28.57	4 50.00	0% -43%
BURGLARY RATE	3 0.19	2 0.12	50% 50%	44 2.73	73 4.53	-40% -40%
CASES CLEARED CLEARANCE RATE	0 0.00	0 0.00	0% 0%	4 9.09	4 5.48	0% 66%
LARCENY RATE	12 0.75	13 0.81	-8% -8%	226 14.04	186 11.55	22% 22%
CASES CLEARED CLEARANCE RATE	3 25.00	1 7.69	200% 225%	73 32.30	28 15.05	161% 115%
AUTO THEFT RATE	10 0.62	11 0.68	-9% -9%	108 6.71	96 5.96	13% 13%
CASES CLEARED CLEARANCE RATE	0 0.00	2 18.18	-100% -100%	12 11.11	17 17.71	-29% -37%
ARSON RATE	0 0.00	0 0.00	0% 0%	2 0.12	0 0.00	100% 100%
CASES CLEARED CLEARANCE RATE	0 0.00	0 0.00	0% 0%	0 0.00	0 0.00	0% 0%

**SEAGOVILLE POLICE DEPARTMENT
POLICE CHIEF'S MONTHLY REPORT**

	December 2020	December 2019	% CHANGE	2020 YEAR TO DATE	2019 YEAR TO DATE	% CHANGE
TRAFFIC						
ACCIDENTS INVESTIGATED	6	12	-50%	101	145	-30%
NON-INJURY ACCIDENTS	3	9	-67%	60	93	-35%
INJURY ACCIDENTS	3	2	50%	39	51	-24%
FATAL ACCIDENTS	0	1	-100%	0	0	0%
CITATIONS						
TOTAL CITATIONS ISSUED	40	53	-25%	1369	1352	1%
TOTAL VIOLATIONS	70	79	-11%	2058	2022	2%
MOVING VIOLATIONS	28	25	12%	781	523	49%
NON-MOVING VIOLATIONS	42	54	-22%	1277	1499	-15%
ARRESTS						
FELONY	0	0	0%	20	22	-9%
MISDEMEANOR	2	3	-33%	59	62	-5%
ALCOHOL RELATED	1	1	0%	23	36	-36%
DWI ARRESTS	1	0	100%	7	6	17%
PUBLIC INTOXICATION	0	1	-100%	16	30	-47%
MINOR POSSESSION	0	0	0%	0	0	0%
JUVENILE CUSTODY	0	1	-100%	15	24	-38%
TOTAL ARRESTS	14	24	-42%	324	450	-28%
POLICE RESPONSE DATA						
POLICE CALLS FOR SERVICE	1199	1456	-17.7%	19159	18357	4%
AVERAGE RESPONSE TIMES						
PRIORITY II, III, & IV	6.23	7.19	-13.4%	10.28	12.15	-15.4%
PRIORITY I	6.01	6.57	-8.5%	6.23	6.19	0.6%
EMERGENCY COMMUNICATIONS						
ALL DISPATCHED CALLS FOR SERVICE	1628	1824	-10.7%	24015	24046	0%
9-1-1 CALLS (PHONE CALLS)	1453	938	55%	14379	15304	-6%
PERSONNEL DATA						
AUTHORIZED SWORN		26				
AUTHORIZED SWORN ACTUAL		24				
AUTHORIZED SWORN VACANCIES		2				
ACTUAL SWORN (PT)		2				
AUTHORIZED RESERVE STRENGTH		5				
ACTUAL RESERVE STRENGTH		0				
SUPPORT SERVICE MANAGER (FT)		1				
SUPPORT SERVICE MANAGER (FT) VACANCIES		0				
DISPATCH SUPERVISOR (FT)		1				
DISPATCH SUPERVISOR (FT) VACANCIES		0				
AUTHORIZED CIVILIAN PST (FT)		11				
AUTHORIZED CIVILIAN PST (FT) VACANCIES		5				
AUTHORIZED CIVILIAN PST (PT)		4				
AUTHORIZED CIVILIAN PST (PT) VACANCIES		3				
AUTHORIZED CIVILIAN SST (FT)		3				
AUTHORIZED CIVILIAN SST VACANCIES		0				
SCHOOL CROSSING GUARD (PT)		3				
SCHOOL CROSSING GUARD (PT) VACANCIES		1				
AUTHORIZED OFFICERS PER 1000 POP.		1.74				
TOTAL EMPLOYEES PER 1000		2.05				

**SEAGOVILLE POLICE DEPARTMENT
POLICE CHIEF'S MONTHLY REPORT**

	December 2020	December 2019	% CHANGE	2020 YEAR TO DATE	2019 YEAR TO DATE	% CHANGE
ALARM CALLS FOR SERVICE						
TOTAL ALARMS RECEIVED	55	127	-57%	1168	1524	-23%
TRUE ALARMS	1	0	100%	6	5	20%
FALSE ALARMS	54	127	-57%	1162	1519	-24%
VEHICLES IMPOUNDED						
INCIDENTAL TO ARREST	1	1	0%	78	85	-8%
ABANDONED ROADWAY	6	3	100%	57	34	68%
RECOVERED STOLEN	5	6	-17%	59	51	16%
UNLICENSED DRIVER	3	0	100%	12	19	-37%
ACCIDENT	8	12	-33%	119	110	8%
WARRANTS SERVED						
SEAGOVILLE COURTS	14	25	-44%	430	675	-36%
OTHER COURTS	18	38	-53%	311	523	-41%
CRIMINAL INVESTIGATIONS						
NUMBER OF CASES RECEIVED	88	105	-16%	1329	1389	-4%
CASES CLEARED BY ARREST	11	17	-35%	273	276	-1%
FALSE REPORTS	0	0	0%	0	0	0%
EXCEPTIONAL MEANS	4	15	-73%	160	156	3%
SUSPENDED / NO LEADS	36	38	-5%	375	388	-3%
OTHER/CLOSED	21	17	24%	248	244	2%
UNFOUNDED	0	3	-100%	19	21	-10%
REVENUE FRONT WINDOW	6021.94	9186.68	-34.4%	104405.11	142017.94	-26.5%

Regular Session Agenda Item: 5

Meeting Date: January 25, 2021

ITEM DESCRIPTION:

Receive direction from Council concerning location of new Police Department Building.

BACKGROUND OF ISSUE:

As Council is aware, the Police Department has outgrown their current facility and needs a larger building to accommodate the current, as well as future growth. There are currently (2) two potential locations for the new Police Department building, they are 101 N. Watson which is a 5-acre tract of land owned by the city and currently houses the Public Works Department. The other is on E. Simonds where fire station # 2 is currently being built. This property is also a 5-acre tract of land owned by the city.

Alan LaFon, Senior Project Manager with Halff Associates Inc. has prepared a presentation for Council to illustrate the pros and cons surrounding both locations to assist the Council in making the best overall location choice for this project and the city.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Presentation

CITY OF SEAGOVILLE

SITE SELECTION AND PROGRAM MANAGEMENT

SEAGOVILLE POLICE STATION

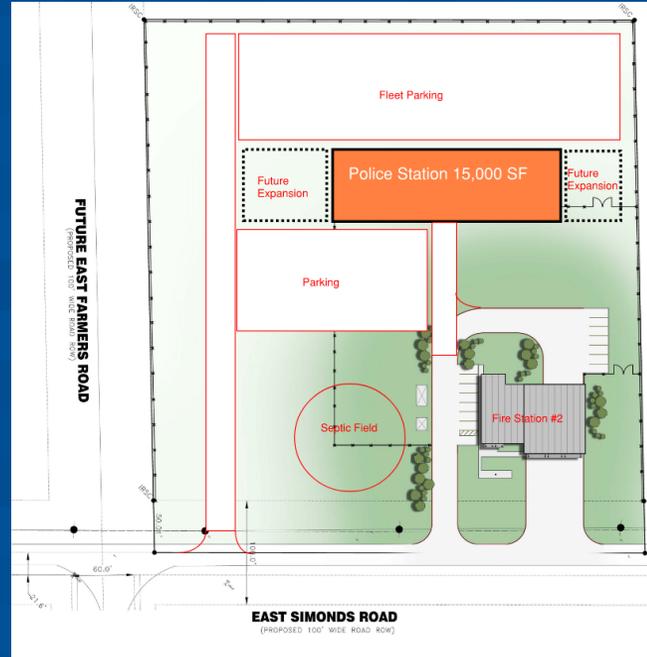
25 JANUARY 2021

POLICE STATION SITE OPTIONS

101 N Watson Water Tower Site



- Current Public Utilities Operations would need to be relocated
- Development on this site will require extensive site work and utility relocation.
- If a future Downtown Municipal Center is desired the available land area would need to be increased for all desired facilities.



- Site available for immediate development with minimal site work \$\$ / room for future expansion
- No sewer lines or natural gas at site.
- Site immediately available for development
- Site development costs will be less than the downtown site.

ANTICIPATED PROJECT PROGRESS AND TIMELINE

1. Site Survey and Topo Complete
2. Plat and rezoning to be completed with City
3. Geotechnical Testing to be Complete
4. Concept Design Developed with City Staff
5. **Council Approval of Concept Design Package**
6. RFQ for Design Build Contractor
7. Qualification based Selection of DB Contractor
8. **Council Approves DB Contract Award**
9. Design Architectural and Engineering
10. **Contract Award for Construction and Gauranteed Maximum Price**
11. Construction (16-18 months)

Regular Session Agenda Item: 6

Meeting Date: January 25, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an agreement for Professional Engineering Services on a Defined Scope of Services Basis (“Agreement”) with Halff Associates, Inc. for the purpose of providing Design Build RFP Documents and Program Management Services for the construction of a new Police Department Building in an amount not to exceed \$166,096.20; authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date.

BACKGROUND OF ISSUE:

As Council is aware, the Police Department has outgrown their current facility and is in need of a larger building to accommodate the present as well as future growth. Halff Associates, Inc. has provided a proposal for the purpose of providing the required Program Management services for the Design Build RFP documents and Program Management services for the construction of a new Police Department building on a defined scope of services basis in the amount of \$166,096.20.

FINANCIAL IMPACT:

The financial impact to the City for the scope of services described in exhibit [A] are listed at \$166,096.20.

EXHIBITS:

Resolution

Agreement for the creation of a Design Build Request for Proposals (DB RFP) and Owner Representation Services for a new Police Department facility, provided by Halff Associates.

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS ("AGREEMENT") WITH HALFF ASSOCIATES, INC. FOR THE PURPOSE OF PROVIDING DESIGN BUILD RFP DOCUMENTS AND PROGRAM MANAGEMENT SERVICES FOR THE CONSTRUCTION OF A NEW POLICE DEPARTMENT BUILDING IN AN AMOUNT NOT TO EXCEED \$166,096.20; AUTHORIZING THE CITY MANAGER TO SIGN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville, Texas desires to enter into an agreement for the purpose of providing professional Design Build RFP Documents and Program Management services for the construction of a new Police Department building; and,

WHEREAS, Halff Associates, Inc. has provided a proposal for the purpose of providing the required Program Management services for the Design Build RFP Documents and Program Management services for the construction of a new Police Department building on a defined scope of services basis in the amount of \$166,096.20; and,

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the proposed agreement with Halff Associates, Inc. for these services and has determined it to be in the best interest of the City of Seagoville to enter into said agreement.

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

SECTION 1. The Design Build RFP Documents and Program Management agreement attached hereto as Exhibit 1, with Halff Associates, Inc., for professional Design Build RFP Documents and Program Management services for the construction of a new Police Department building on a defined scope of services basis in an amount not to exceed one hundred sixty-six thousand ninety- six dollars and twenty cents (\$166,096.20) is approved, and the City Manager is authorized to execute the same and any other related, necessary documents on behalf of the City.

SECTION 2. That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

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

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

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

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 25th day of January, 2021.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney



**City of Seagoville Police Department Facility
Design Build RFP Documents and Program Management
P35935.001 Architectural and Engineering Services**

21 January, December 2021

Mr. Patrick Stallings
City Manager
City of Seagoville
702 N Hwy 175
Seagoville, TX 75159

Dear Mr. Stallings

Halff Associates is pleased to provide you with this Agreement for the creation of a Design Build Request for Proposals (DB RFP) and Owner Representation Services for the construction of a new Police Station (hereinafter referred to as "Police Station" or "Public Safety Facility"), on a site selected by the City. Our proposal includes the creation of a comprehensive Design Build RFP, concept design meeting your program and budget and services as the City's Owner Representative during Bidding, Design and Construction of the Facility. At the City's request Halff Associates has also included coordination and costs of Geotechnical Services and Plating of the site.

SCOPE OF SERVICES

This Task Order will consist of the execution of a Professional Services Agreement to provide a Design Build Request for Proposals (RFP)" and a Design Build Proposal document package showing basic requirements for a new Police Station to be built on a site selected by the City of Seagoville, TX. The anticipated budget for these improvements including construction, equipment, furnishings and design costs is not to exceed \$5,000,000.00. A detailed scope of the improvements will be developed as part of the programming and RFP writing.

Building space requirements include but are not limited to: Office and Administrative areas for the Police Station, public reception area, dispatch area, break rooms and support facilities, fitness room, evidence rooms, sally-port, holding cells and other support areas. The site will be designed to include civil engineering, septic system, site drainage and grading, driveways, vehicular parking spaces, striping, site utilities, fencing and gates, signage and driveway approaches necessary for a fully functioning public safety facility. The project will include emergency generator for critical power back-up facilities, radio equipment. Halff will develop a preliminary sketch of the building floor plan and exterior views that will be used to develop the RFP package concept design. The project RFP will require that the facility will be designed and constructed to comply with City of Seagoville ordinances and regulations, as well as all applicable State and Federal laws.

Task 1 – Geotechnical Testing Coordination

- Halff shall coordinate Geotechnical Testing of the building site provided by CMJ Engineering. Geotechnical testing shall include 8 borings at the site and lab testing to recommend proper foundation, concrete slab and paving design for the new Police Station. The cost for the geotechnical report shall be a lump sum fee of \$8,096.20.

Task 2 – Topographic Survey and Plat update

- Halff shall existing topo surveys of two sites already surveyed for concept design. The selected site shall be replatted to include the police station for a lump sum fee of \$7,500.00. * (This lump sum fee is for police station building plat only or updating the current E. Simonds Rd site plat)

Task 3 – DB Request for Proposals (RFP) and Concept Design Package

- The Halff design team shall provide a conceptual floor plan showing the proposed building layout and building elevations to convey proposed construction and materials for the new police station. The Design Build Contractor shall provide necessary surveying, civil engineering to identify parking, loading, sidewalks areas and other site development as required to meet the functional requirements of the facility. Along with concept drawings, Halff will provide a written RFP for a Qualifications and Probable Costs Basis for selection of a Design Build Contractor. Halff will also assist the City with an Owner / Design Build Agreement using standard AIA forms or other Contracts as approved by the City of Seagoville and City of Seagoville purchasing requirements.

Task 4 – Bidding and Award

- Halff will facilitate a pre-construction meeting at the City of Seagoville to introduce the potential bidders to the project.
- Halff will, assist the Owner in preparation of bid documents and in responding to Contractor questions during the bidding process.
- Halff will respond to DB Contractor Questions and issue written instructions to all bidders responding to the RFP.
- Halff will review and evaluate with the City all responses to the RFP and make recommendations to the City for the selection of a qualified Design Build Contractor. Halff will verify Contractor Qualifications and check Contractor References provided in the RFP Response package.

Task 5 – Pre-Construction / Design Meetings

- Halff shall meet with the successful DB Contractor and with the City up to five (5) times during the design phase of the project. Halff will assist the City in ensuring the programmatic components of the project are understood and that the work proposed by the DB Contractor meets City requirements and are acceptable to the City, including but not limited to schedule of work. Halff will work with the DB Contractor to verify cost estimates are within the City budget and that building quality expectations are being met by the DB Contractor.
- Additional Pre-Construction meetings requested by the City shall be provided on an hourly basis.



Task 6 – Contract Administration / Owner’s Representative

- Halff will promptly review required submittals and shop drawings on behalf of the City.
- Halff will visit the site periodically during construction including punch list visits to verify that the work has progressed as planned and that the work completed is equal to the DB Contractor’s request for payment and will make timely and detailed recommendations to the City on all DB Contractor payment requests.
- Halff will promptly review and advise the City of Seagoville on all Change Orders and requests regarding delays or other matters affecting project scheduling.
- Halff will accompany City representatives on a final walk through and advise the City regarding Substantial Completion and acceptance of the work.

Halff’s Scope of Work not included in this Task Order:

- Cost Estimating
- Permitting by DB Contractor (There will be no permitting fees by the City)
- Civil Site Engineering and Site Utility Design by DB Contractor
- Furniture layout and detailed furniture and equipment plans
- Specialized equipment pads or power for tenant by DB Contractor
- Fire pump or fire sprinkler design shall be by DB Contractor
- TDLR/ADA Review by DB Contractor

PROPOSED FEE

The fee for this Task Orders 3- 6 are hourly not to exceed fee of **\$150,000.00** plus reimbursable expenses for mileage, printing, shipping, etc. of approximately **\$2,500.00**. Additional Services may be provided and will be billed hourly per the attached rate schedule, rates include multiplier. All direct, non-labor including printing and reproduction costs are charge at actual invoice cost times a multiplier of 1.1. Mileage will be billed at current IRS rates.

• Task 1 – Geotechnical Report:	\$ 6,096.20
• Task 2 – Topographic Survey	\$ 7,500.00
• Task 3 – DB RFP and Concept Design Package:	Hourly Rates (Task 3-6) \$150,000.00)
• Task 4 – Bidding and Award Support	Hourly Rates
• Task 5 – Preconstruction Meetings / Design	Hourly Rates
• Task 6 – Construction Administration	Hourly Rates
• Reimbursables	<u>\$ 2,500.00</u>
Total	<u>\$166,096.20</u>



City of Seagoville Police Department Facility
Design Build RFP Documents and Program Management
P35935.001 Architectural and Engineering Services

2020-21 Hourly Rates:

Project Manager:	\$235.00
Project Engineer:	\$225.00
Project Architect:	\$165.00
Architect/ Drafting	\$125.00
Administrative/ Clerk	\$ 65.00

AGREED AND ACCEPTED

14 January 2021

Terry Helms
Vice President Halff Associates

Date

Patrick Stallings
City Manager
City of Seagoville

Date

Regular Session Agenda Item: 7

Meeting Date: January 25, 2021

ITEM DESCRIPTION:

Discuss and consider Seagoville Economic Development Corporation using billboards in neighboring communities to promote the City of Seagoville.

BACKGROUND OF ISSUE:

Mayor Pro Tem Epps to present.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 8

Meeting Date: January 25, 2021

ITEM DESCRIPTION:

Second Reading – Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Beacon Industries, Inc. as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date.

BACKGROUND OF ISSUE:

The Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will promote and retain new and expanding business enterprises within the City. SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with Beacon Industries, Inc., a Texas for-profit corporation, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”). Section 505.158 mandates that the SEDC may not undertake a project that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings. The City Council has determined that the Project contemplated by SEDC and Beacon Industries, Inc. under the terms and conditions set forth in the Economic Development Incentive Agreement will promote and retain new and expanded business enterprises within the City of Seagoville.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution
Agreement between SEDC and Beacon Industries

CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND BEACON INDUSTRIES, INC. AS REFLECTED IN THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with Beacon Industries, Inc., a Texas for-profit corporation, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”) and

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

WHEREAS, the City Council has determined that the Project contemplated by SEDC and Beacon Industries, Inc. under the terms and conditions set forth in the Economic Development Incentive Agreement will promote and retain new and expanded business enterprises within the City of Seagoville; and

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

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

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

Section 1. The City Council hereby approves and authorizes the Project between the Seagoville Economic Development Corporation and Beacon Industries, Inc., a Texas for-profit corporation, under the terms and conditions set forth in an Economic Development Incentive Agreement in substantially the form attached hereto as Exhibit “A”.

Section 2. The City Council authorizes the SEDC to enter into any additional agreements necessary to undertake the Project in accordance with the terms and conditions set forth in the Economic Development Incentive Agreement.

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

DULY RESOLVED AND ADOPTED First Reading and Second Reading of the City Council of the City of Seagoville, Texas, this the ____ day of _____ 2021.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(121920vwtTM119763)

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

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

This Economic Development Incentive Agreement (“Agreement”) is made by and between Beacon Industries, Inc., a Texas for-profit corporation (“Beacon” or Company”), and the Seagoville Economic Development Corporation (the “SEDC”), each acting by and through their respective authorized representatives. SEDC and Company may be referred to herein each as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Company has leased the real property and improvements situated at 1814 Woody Road, Dallas, Texas 75253 (the “Property”) for over twenty (20) years from the owner and related business entity, Melrose Financial Corporation, and has a current lease for the Property that extends through the end of 2030; and

WHEREAS, on said Property, Company has operated and continues to operate Beacon Industries, Inc., a commercial aerospace manufacturing facility, manufacturing aerospace and aircraft parts for customers such as Lockheed Martin, Boeing, and Raytheon Technologies; and

WHEREAS, Company desires to expand the Beacon Industries facilities located on the Property through construction, equipping, and operation of an additional 15,000 square foot facility which would bring the total square footage of the entire Beacon Industries facility on the Property to over 100,000 square feet; and

WHEREAS, Company has advised the SEDC that the total cost of the desired expansion is over \$1,000,000.00 and that a contributing factor that would induce Company to continue and expand its operations through construction, equipping, and operation of the 15,000 square foot expanded facility would be an agreement by SEDC to provide an economic development grant to Company to defray a portion of the costs of such expansion; 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 business retention and/or expansion; 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 Expansion, (2) all necessary permits for the Expansion have been issued by all applicable governmental authorities, and (3) construction of the vertical elements of the Expansion has commenced.

“Company” shall mean Beacon Industries, Inc., a Texas for-profit corporation, which is the lessee and operator of a commercial aerospace manufacturing facility located at 1814 Woody Road, Dallas, Texas 75253.

“Completion of Construction” shall mean that (1) Expansion has been substantially completed, (2) a final, permanent certificate of occupancy for the Expansion has been issued, and (3) Company is open and conducting business during normal business hours for Beacon Industries in the Expansion.

“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 Expansion

“Expansion” shall mean a new aerospace manufacturing facility to be designed, constructed, equipped, and operated on the Property, said Expansion (1) to be a minimum of 15,000 square feet in area, as shown on Exhibit “A”, and (2) to include construction of building foundation, construction and erection of building, construction of a fire lane,

CMM Foundation, electrical work, site plan and engineering services, recon fire services, installation of necessary waterlines and hydrants and HVAC system.

“Expiration Date” shall mean the fifth (5th) 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 the Expansion, as defined herein, not to exceed Three Hundred and Fifty Thousand Dollars (\$350,000.00) to offset a portion of the costs paid and incurred by Company for the Expansion, 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.

“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 operation and occupancy of the Expansion as a commercial aerospace manufacturing facility.

“SEDC” shall mean the Seagoville Economic Development Corporation.

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 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 two (2) 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 six (6) 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 Expansion 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 and continuing through the term of this Agreement, Company shall create, fill and maintain a minimum of two (2) Employment Positions for the Expansion per twelve month period, with a total of a minimum of ten (10) new Employment Positions created, filled and maintained for the Expansion at the conclusion of five years from Completion of Construction.

4.6 Continuous Ownership. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Property, including the Expansion, shall be continuously owned and occupied by the Company.

4.7 Capital Investment. Company's Capital Investment for the Expansion as of the Completion of Construction shall be not less than One Million (\$1,000,000.00) Dollars. SEDC shall have a right, during the term of this Agreement, to request that Company provide proof of this Capital Investment. In the event of such request, Company shall, not later than fifteen (15) calendar days after the request by SEDC, 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 design, construction, and equipping of the Expansion, as reasonably verified by SEDC, is less than One Million (\$1,000,000.00) 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 \$1,000,000.00 and the final total cost of the construction of the Expansion 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 Following Termination Under 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 4.1, 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 4.1, 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 4.1, 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 Following Termination 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:

Beacon Industries, Inc.
Attn: Donald R. Holloway
1814 Woody 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.

6.16 No Boycott of Israel. Company verifies that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Agreement or any Related Agreement. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Contract.”

[Three Signature Pages to Follow]

EXECUTED on this _____ day of _____, 2021.

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Patrick Stallings, Executive Director

EXECUTED on this _____ day of _____, 2021.

BEACON INDUSTRIES, INC.

By: _____
Donald R. Holloway, Chief Executive Officer and Director

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, Donald R. Holloway, Chief Executive Officer and Director for Beacon Industries, Inc., a Texas for-profit corporation, 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 Beacon Industries, Inc., that he was duly authorized to perform the same by appropriate resolution, and that he executed the same as the act of said Beacon Industries, Inc. 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 _____, 2021.

Notary Public, State of Texas

My Commission Expires:

EXHIBIT "A"

BEACON

2020 / 2021 Facility Expansion Project

Beacon's current
manufacturing
floor space is
85,000 Sq. Ft.



15,000 Sq. Ft. of
additional
manufacturing
floor space

Regular Session Agenda Item: 9

Meeting Date: January 25, 2021

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: 10

Meeting Date: January 25, 2021

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