



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, MARCH 1, 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/1484131551>

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 5:00 P.M. on Monday, March 1, 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 February 22, 2021 (City Secretary)**

REGULAR AGENDA-

- 2. Receive an update concerning utility billing winter averaging (Public Works Director)**
- 3. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Ordinance 14-2020 which adopted the Operating Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 to provide an additional \$275,000 appropriation for the new Fire Station Construction Fund of the City from the General Fund; authorizing the City Manager to make said adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date (Finance Consultant Harvey)**
- 4. Conduct interviews with Boards & Commissions Applicant for appointment (City Secretary)**
- 5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the purchase of one 2021 Chevrolet Police Package Pickup at a total cost of \$33,456.25 from Lake Country Chevrolet; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date (Police Chief)**
- 6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Pre-Development and Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas, and Seagoville Laguna Azure LLC, a Wyoming Limited Liability Partnership; and providing for an effective date (City Manager)**
- 7. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**
- 8. 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, February 26, 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, March 15, 2021 Regular City Council Meeting**
- **Monday, April 5, 2021 Regular City Council Meeting**
- **Monday, April 19, 2021 Regular City Council Meeting**
- **Monday, May 3, 2021 Regular City Council Meeting**

Consent Session Agenda Item: 1

Meeting Date: March 1, 2021

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for February 22, 2021.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for February 22, 2021

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

February 22, 2021 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL
REGULAR SESSION
FEBRUARY 22, 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, February 22, 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
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, Interim Finance Director Gail French, 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 – *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 February 1, 2021 (City Secretary)

Motion to approve City Council Meeting minutes for February 1, 2021 – Hernandez, seconded by Howard; motion passed with all ayes. 5/0

REGULAR AGENDA-

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

Mayor Childress presented the State of the City.

3. Receive a presentation of City of Seagoville's First Quarter Financial Report for Fiscal Year 2021 (Interim Finance Director)

Interim Finance Director French presented the City of Seagoville's First Quarter Financial Report for Fiscal Year 2021.

4. 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 Wade Electric, Inc. as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)

Mayor Childress read the Resolution caption.

5. Receive an update concerning water supply to the City of Seagoville during the recent weather event (Public Works Director)

Public Works Director Ryan presented an update concerning the water supply to the City of Seagoville during the recent weather event.

6. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, authorizing the Mayor to accept and file the Police Department's 2020 Racial Profiling Report, providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date (Police Chief)

Police Chief Calverley introduced Dr. Alex Del Carmen of Del Carmen Consulting, LLC.

Dr. Alex Del Carmen presented the Seagoville Police Department's 2020 Racial Profiling Report.

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, authorizing the Mayor to accept and file the Police Department's 2020 Racial Profiling Report, providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 5/0

Councilmember Hernandez requested Council to recess into Executive Session to receive legal advice on Agenda Items #7 and #8.

Mayor Childress stated Council will recess into Executive Session at 7:39 p.m.

Mayor Childress stated Council will reconvene into Regular Session at 8:09 p.m.

7. Conduct a public hearing on a request for a change in zoning from Local Retail (LR) to Planned Development-Apartments (PD-21-01) on two (2) tracts of land being a combined total of approximately 8.24± acres legally described as Tracts 11 and 11.2 of the John D. Merchant Survey, Abstract 850, commonly known as 1700 North U.S. Highway 175 and Tract 14 of the Herman Heider Survey, Abstract 541, commonly known as 1700 Seagoville Road, in the City of Seagoville, Dallas County, Texas (Community Development Director)

Mayor Childress opened the public hearing at 8:10 p.m.

Nancy Ashley at 1702 Parkhaven spoke in opposition.

Martin Ashley at 1702 Parkhaven spoke in opposition.

Steve Homeyer of Homeyer Engineering, Inc. presented the Planned Development.

In response to a question by Councilmember Hernandez, Mr. Homeyer stated they are willing to install a full masonry fence to reduce the possibility of debris collecting on to adjoining properties.

Mildred Chamberlain at 713 Judy spoke in opposition.

Mayor Childress closed the public hearing at 8:33 p.m.

8. Discuss and consider approving an Ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Local Retail (LR) to Planned Development-Apartments (PD-21-01) on two (2) tracts of land being a combined total of approximately 8.24± acres legally described as Tracts 11 and 11.2 of the John D. Merchant Survey, Abstract 850, commonly known as 1700 North U.S. Highway 175 and Tract 14 of the Herman Heider Survey, Abstract 541, commonly known as 1700 Seagoville Road, in the City of 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 “B”; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Community Development Director)

Motion to approve an Ordinance of the City of Seagoville, 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 Local Retail (LR) to Planned Development-Apartments (PD-21-01) on Two (2) Tracts of land being a combined total of approximately 8.24± acres legally described as Tracts 11 and 11.2 of the John D. Merchant Survey, Abstract 850, commonly known as 1700 North U.S. Highway 175 and Tract 14 of the Herman Heider Survey, Abstract 541, commonly known as 1700 Seagoville Road, in the City of Seagoville, Dallas County, Texas, and being legally described and depicted in Exhibit “A”, attached hereto and incorporated herein; providing for Development Regulations also amended to include a six (6’) foot masonry wall to be constructed; providing for the approval of the Concept Plan, which is attached hereto and incorporated herein as Exhibit “B”; 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 – Hernandez, seconded by Fruin; motion passed (For: Hernandez, Howard, Fruin, & Epps, Against: Magill). 4/1

9. 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 Wade Electric, Inc. as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas approving the Economic Development Project between the Seagoville Economic Development Corporation and Wade Electric, Inc. as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date – Hernandez, seconded by Magill; motion passed with all ayes. 5/0

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

Mayor Pro Tem Epps thanked the Water Department for their hard work during the recent weather event.

Councilmember Magill thanked the citizens and staff for conserving water during the recent weather event.

Councilmember Hernandez thank citizens and staff for their hard work during “snowmageddon”.

Mayor Childress stated the City dodged a bullet due to all of the hard work by staff during the recent weather event.

11. 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 8:40 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 2

Meeting Date: March 1, 2021

ITEM DESCRIPTION:

Receive an update concerning utility billing winter averaging.

BACKGROUND OF ISSUE:

The recent winter freeze event caused numerous customer leaks throughout the city, the major concern is now if/will the leaks affect winter averaging. The leaks will not affect winter averaging for the utility bills. Winter averaging is based on four months of service minus the highest month, and then the three remaining months are averaged to produce the winter average. Therefore, if the highest month was during the winter weather event that month would not be considered during the averaging.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 3

Meeting Date: March 1, 2021

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Ordinance 14-2020 which adopted the Operating Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021 to provide an additional \$275,000 appropriation for the new Fire Station Construction Fund of the City from the General Fund; authorizing the City Manager to make said adjustments; providing for the repeal of all Ordinances in conflict; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

During the City Council meeting on January 27, 2020, Council approved Resolution 04-R-2020 authorizing a design-build contract for the construction of a second fire station between the City and Grossman Design Build, LLC, in an amount not to exceed \$1,100,000. The fire station is nearing completion and additional funds desired to provide interior furnishings, compliance with provisions of the Americans with Disabilities Act (ADA), and external security. A list of the needs appear as an exhibit to this agenda communication. The additional desired funds represent 25% above the originally approved amount of \$1,100,000, or \$275,000. This brings the completion cost of the project to \$1,375,000. The current cost of the project is trending towards \$1,235,000, as indicated on page 105, line 4, middle column of the City's FY 2020 operating budget document. Approving this resolution provides sufficient funding (\$140,000) to cover the additional desired acquisitions listed on the attached exhibit. This level of funding provides a completed facility, ready for occupancy and community service. Funding is available from the better than expected performance of General Fund building permit fees. During the development of FY 2021 General Fund budget, the projection of building permit fees was \$360,000. Staff expects FY 2020 building permit revenue to be \$527,143. Therefore, revenue is available for expenditure to finish the fire station project. Staff recommends adjustment to the Grossman contract to facilitate the acquisition and implementation of the additional desired acquisitions appearing as an exhibit to this agenda communication.

FINANCIAL IMPACT:

Increases the FY 2021 expenditure budget by \$275,000, making the total FY 2021 expenditure budget \$1,363,121.

EXHIBITS

Additional Desired Acquisitions

ORDINANCE NO. XX-21

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING ORDINANCE 14-2020 WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021 TO PROVIDE AN ADDITIONAL \$275,000 APPROPRIATION FOR THE NEW FIRE STATION CONSTRUCTION FUND OF THE CITY FROM THE GENERAL FUND; AUTHORIZING THE CITY MANAGER TO MAKE SAID 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 2020-2021 Operating Budget by Ordinance 14-2020 on September 14, 2020 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, as a part of that Operating Budget, the City Council approved a \$1,088,121 expenditure for the New Fire Station Construction Fund; and

WHEREAS, the construction of the new fire station is nearing completion and additional funding in the amount of \$275,000 is necessary to provide interior furnishings, compliance with provisions of the Americans with Disabilities Act (ADA), and external security for the fire station; and

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

WHEREAS, the City Manager his submitting a proposed amendment to the Operating Budget to fund the necessary completion costs of the new fire station in the amount of \$275,000; and

WHEREAS, upon full consideration of the matter, Council finds it in the best interest of the City of Seagoville to make such amendment to the budget adopted by Ordinance 14-2020;

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

SECTION 1. That Ordinance 14-2020, adopted September 14, 2020 and approving the Operating Budget of the City for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021 be amended for “New Fire Station Construction Fund” to read as follows:

Adopted Amendment Amended

New Fire Station Construction Fund \$1,088,121 \$ 275,000 \$1,363,121

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 1st day of March, 2021.

APPROVED:

DENNIS K. CHILDRESS MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
(022421vwtTM120814)

Exhibit A
ADDITIONAL DESIRED ACQUISITIONS

Description	No. of Units	Unit Price	Cost	
Mattress	5	379	1,895	
Computers3/Printer1	3	1,100	3,900	
TV's & Mounts	3		1,500	
Tone Out System Connections to Radio			2,000	
Radio Antennas Install GarlandRadShop			3,500	
Sod, Hydro, Sprinkler 8 Zone			20,000	
Perimeter Fence 5StrBarb Total Prop			16,000	?
Iron Fence Elec. Gate			31,500	?
Office Chairs	3		450	
Conference Chairs	10		1,100	
Conference Tables	4		1,200	
Entry Chairs			250	
Kitchen Chairs	8		550	
Kitchen Wares			1,800	
Coffee Maker			250	
Kitchen Table Materials			1,000	Glass Top,Metal,Wood,Wrap
WorkOut Equip			6,250	Smith,Treadmill,Weights,Dumbells
25 Ft Flag pole with Solar Light			1,500	
Tool Box Tools			1,000	
Air Compressor			2,500	
Grill			600	
Basketball Goal			1,000	
Patio Furniture			1,250	
Towels, Wash rags			350	
Mower Weed Eater			6,500	
Concrete Flatwork			10,000	
ADA&Signage,PowerWashing,Striping			15,000	
			<u>132,845</u>	

Regular Session Agenda Item: 4

Meeting Date: March 1, 2021

ITEM DESCRIPTION:

Conduct interviews with Boards & Commissions Applicant for appointment.

BACKGROUND OF ISSUE:

At this time, Place Six (6) on the Planning & Zoning Commission is vacant. Dr. Don Cole applied to serve on the Board of Adjustments. In compliance with Ordinance No. 24-2019, a criminal background check has been completed for Dr. Cole.

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: 5

Meeting Date: March 1, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the purchase of one 2021 Chevrolet Police Package Pickup at a total cost of \$33,456.25 from Lake Country Chevrolet; providing for the repeal of any and all resolutions in conflict; providing for severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

In February 2021 unit 253 a 2007 Dodge Charge assigned to the Chief as his City vehicle was taken into the shop for mechanical issues. It was determined that the vehicle would need more work than financially feasible.

After consultation with the City Manager it was decided to bring this before Council to purchase another vehicle for the chief to replace this current 13-year-old vehicle. The Police Department is requesting council's approval to purchase a new 2021 Chevrolet police package pickup. This vehicle will be complete with all necessary emergency equipment, communications equipment, along with all required accessories to complete this as an emergency response vehicle.

This purchase will keep our current fleet of vehicles at a manageable level and help minimize maintenance costs.

The quote for the purchase of this 2021 Chevy pickup, as well as all emergency equipment, communication equipment and all other components is through Lake Country Chevrolet obtained through Lake Country Chevrolet and Texas Smart Buy, T.S.B. contract number (070-A1).

As a friendly reminder, when purchasing goods and services through a purchasing cooperative, such as the, Texas Smart Buy, which we are a part of, all purchasing requirements have been satisfied without having to obtain three (3) competitive bids.

Vehicle breakdown of the purchase as follows:

- Vehicle: 2021 Chevy police Package Pickup base price with standard equipment: \$27,502.25
- Purchased and installation of emergency lighting, siren, console, bed-liner for preservation, folding bed cover for security and communications equipment: \$5,877.00
Dealership delivery fee \$427.00
Fleet Discount \$350.00

Total cost: \$33,456.25

FINANCIAL IMPACT:

This request does impact the vehicle replacement fund by \$33,456.25, however, this does replace a 13 plus year old vehicle and will be covered under a factory bumper to bumper warranty for three years or 36,000 miles and a 100,000-mile powertrain warranty.

RECOMMENDATION:

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

EXHIBITS:

Quote received from Lake Country Chevrolet under Texas Smart Buy contract number 070-A1

CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF ONE 2021 CHEVROLET POLICE PACKAGE PICKUP AT A TOTAL COST OF \$33,456.25 FROM LAKE COUNTRY CHEVROLET; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes that incidents may occur where Police Department equipment as a police vehicle may have to be replaced; and

WHEREAS, through the Texas Smart Buy cooperative purchasing program, this item has been bid in accordance with all applicable bidding statutes and policies; and

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

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

SECTION 1. That the City Council hereby authorizes the purchase of one 2021 Chevrolet police package pickup totaling \$33,456.25 from Lake Country Chevrolet and authorizes the City Manager to disburse the funds.

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

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

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this 1ST day of March, 2021.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

Regular Session Agenda Item: 6

Meeting Date: March 1, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Pre-Development and Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas, and Seagoville Laguna Azure LLC, a Wyoming Limited Liability Partnership; and providing for an effective date.

BACKGROUND OF ISSUE:

Seagoville Laguna Azure LLC (hereinafter referred to as Developer) owns and desires to develop that certain tract of land located within the City's corporate limits as a mixed use planned community. The Developer will petition the City for a PID and has also requested the City to agree to establish a tax increment re-investment zone (TIRZ). The PID and TIRZ will require the City to incur expenses for things such as Professional Services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, court costs, special consultant fees and fees for administrative time of City staff. The Developer recognizes that the City has limited financial resources to expend for these expenses and agrees to pay and/or reimburse the City for the same in accordance with the terms set forth in a Pre-Development and Professional Services Reimbursement Agreement.

Based on the foregoing, staff has obtained a Pre-Development and Professional Services Reimbursement Agreement for the City Council's review and consideration. After review, if the City Council finds the terms and conditions to be acceptable, the Mayor will be authorized to execute on behalf of the City.

FINANCIAL IMPACT:

EXHIBITS

Resolution
Exhibit A – Pre-Development and Professional Services Reimbursement Agreement

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A PRE-DEVELOPMENT AND PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF SEAGOVILLE, TEXAS, AND SEAGOVILLE LAGUNA AZURE LLC, A WYOMING LIMITED LIABILITY PARTNERSHIP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Pre-Development and Professional Services Reimbursement Agreement (herein the “Agreement”) between the City of Seagoville and Seagoville Laguna Azure, LLC, a Wyoming limited liability partnership (“Developer”, a true and correct copy of said Agreement being attached hereto and incorporated herein by this reference as Exhibit “A”; and

WHEREAS, upon full review and consideration of all matters related thereto, the City Council is of the opinion and finds that the terms and conditions of the Agreement should be approved, and that the Mayor should be authorized to execute this Agreement on behalf of the City of Seagoville.

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

SECTION 1. The City Council does hereby approve the Pre-Development and Professional Services Reimbursement Agreement attached hereto and incorporated herein as Exhibit “A” and authorizes the Mayor to execute the same on behalf of the City of Seagoville, Texas.

SECTION 2. This Resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THIS 1st DAY OF MARCH 2021.

ATTEST:

APPROVED:

Kandi Jackson, City Secretary

Dennis K. Childress, Mayor

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(022421vwtTM120818)

Exhibit “A”

PRE-DEVELOPMENT AND PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT

This Pre-Development and Professional Services Reimbursement Agreement (“Agreement”), effective _____, 202__, is made and entered into by and between the CITY OF SEAGOVILLE, TEXAS, a home rule city (the “City”), and SEAGOVILLE LAGUNA AZURE LLC, a Wyoming limited liability partnership (“Developer”), the developer of that certain tract of land located within the City’s corporate limits and described in **Exhibit A** attached hereto (the “Development Area”). City and Developer may each be referred to herein as “Party” and collectively as the “Parties”.

Recitals

WHEREAS, the Developer owns and desires to develop the Development Area as a mixed use planned community; and

WHEREAS, the Developer has or will petition the City for a Public Improvement District (“PID”), which will include the Development Area within its boundaries , under the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”); and

WHEREAS, the Developer has requested that the City additionally agree to establish a tax increment re-investment zone pursuant to Chapter 311 of the Texas Tax Code (the “TIRZ”), the boundaries of which would include the Development Area; and

WHEREAS, the City and the Developer hereby recognize and agree that through the entire PID and TIRZ process (creation, negotiation, review, execution, and initial administration,) and also during the development process relating to the Development Area, the City will obtain professional services related thereto from independent, third-party professionals related to issues associated with the PID, the TIRZ, and/or related to issues necessitated by developing the Development Area, including but not limited to all services associated with creation, negotiation, review, and execution of the PID and TIRZ, drafting, negotiating and executing a development agreement and other related agreements including agreements with Developer and/or the PID and/or others as necessary in relation to the PID and/or the TIRZ, as well as legal, expert, appraising, surveying, and consulting services associated with any required exercise of the City’s power of eminent domain that becomes necessary for obtaining property interests necessary for the construction of certain public infrastructure to be built to improve the Development Area (“Professional Services”); and

WHEREAS, the City and the Developer recognize and agree that through the entire development process, including creation, negotiation, review, execution and initial administration of the PID and TIRZ, the City will be required to incur expenses, including expenses for the Professional Services and for legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, court costs, special consultant fees, and fees for administrative time of City staff (collectively “City Expenses”); and

WHEREAS, the Developer recognizes that the City has limited financial resources to expend for the City Expenses and without the financial assistance of the Developer, the City may be unable to expeditiously process the formation of the PID and TIRZ and assist the Developer with developing the Development Area; and

WHEREAS, as a result and in consideration of the foregoing, the Developer desires and hereby agrees to pay and/or reimburse City for all City Expenses in accordance with the terms of this Agreement; and

WHEREAS, the City Council of the City, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interest of the City are carried out.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree as follows:

Agreement

1. Recitals. The representations, covenants, and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into this Agreement and adopted by the parties to this Agreement.

2. Exhibits. All Exhibits referenced in this Agreement, and listed below, are incorporated herein for all purposes; specifically:

Exhibit A – Legal Description of Development Area.

3. Payment for Professional Services. Developer shall be responsible for reimbursing City for the payment of invoices for Professional Services subject to the terms of this Section 3.

(a) Upon execution of this Agreement, the Developer shall deliver to the City \$50,000.00 (“Developer Deposit”) to be used by the City for the sole purpose of making payment for City Expenses including but not limited to City Expenses incurred for Professional Services performed by City Consultants. For purposes of this Agreement, “City Consultants” means such professionals as City may engage to provide advice and counsel and other professional services in association with the Professional Services, which professionals shall include, but not be limited to, attorneys, professional engineers, surveyors, accountants, appraisers, and financial advisors and specifically includes but is not limited to:

- a. Nichols, Jackson, Dillard, Hager & Smith, LLP;
- b. Hilltop Securities;
- c. Bracewell, LLP; and
- d. P3Works, Inc.
- e. Pyles Whatley Corporation
- f. Half Associates, Inc.

(b) City agrees to hold the Developer Deposit in a separate fund maintained by City within City's books of account. Notwithstanding the foregoing, City may commingle the funds for the Developer Deposit with City's other funds held within City's depository or investment accounts provided all funds received into and spent from such separate fund are accounted for by City as provided in the paragraph (d), below.

(c) Not later than ten (10) business days after receipt of written notice from City that the balance in the Developer Deposit has decreased to less than \$10,000, Developer shall remit to City an additional amount necessary to restore the balance of the Developer Deposit to \$25,000. Developer understands and agrees that if Developer fails to pay and/or make replenishment payment(s) in accordance with the requirements of this Section 3(c), City may, at City's sole discretion, cease incurring additional City Expenses, including, but not limited to, directing all City Consultants to cease all work hereunder until such time as Developer deposits funds with City in an amount sufficient to comply with its obligations under this Section 3(c).

(d) Upon written request from Developer, but in no case more often than once each sixty (60) days during the term of this Agreement, City agrees to provide a written account of the funds spent from the Developer Deposit. Developer shall have the right to examine the invoices and receipts supporting the expenditures made by City; provided, however, City shall be entitled to redact any information from invoices provided by any City Consultant which City has determined, in City's sole discretion, is protected by the attorney/client privilege or constitutes attorney work product. Developer shall have ten (10) days after receipt of City's account to review City's accounting and make objections thereto. If Developer objects to any City Expense paid from the Developer Deposit, the Parties shall attempt to resolve the dispute within a reasonable period of time. However, if notwithstanding their collective good faith effort the dispute cannot be timely resolved, City's payment of the disputed City Expense shall be final.

(e) In engaging any City Consultant, City shall act in good faith and shall not incur unnecessary or unreasonable costs or pay costs other than the City Expenses from the Developer Deposit.

(f) If Developer determines to not proceed with the creation of the PID and/or TIRZ, Developer will notify City pursuant to Section 5, below. Upon Developer's notice of termination of this Agreement, City will promptly notify all City Consultants to stop work and cease incurring further City Expenses.

(g) Not later than ten (10) days after City has determined that City has paid all City Expenses and that no further City Expenses will be incurred pursuant to this Agreement, City agrees to refund to Developer any remaining balance of the Developer Deposit. If on termination of this Agreement, the funds in the Developer Deposit are insufficient to pay City Expenses that remain due and payable, not later than ten (10) days after receipt of written request from City, Developer shall pay to City an amount equal to the remaining unpaid City Expenses less the balance of any of the Developer Deposit remaining in City's accounts. Notwithstanding any other provision of this Agreement to the contrary, the obligations of the Parties set forth in this Section 3(g) shall survive any termination of this Agreement, and the Parties do not release or discharge

their respective rights to such payments.

(h) For purpose of this Agreement, City may be reimbursed for City Expenses, including but not limited to the City Expenses incurred in the negotiation and execution of this Agreement, notwithstanding a portion of such City Expenses were incurred and the work performed by the City Consultants prior to the Effective Date.

4. City's Obligations. In utilizing Professional Services, the City shall act in good faith and shall not incur costs unnecessarily and arbitrarily. The parties agree that nothing in this Agreement obligates the City to enter into a Development Agreement, approve creation or establishment of a PID or TIRZ or enter agreements relating thereto, or otherwise approve any particular project proposed by the Developer and that the City retains its authority to approve, deny, or approve in part, any project or district in accordance with state law and the City's adopted regulations. Developer's obligation to pay the City Expenses shall exist and continue independent of whether a Development Agreement is executed, and regardless of whether the PID and/or TIRZ is approved or established or whether agreements necessary thereto are executed. This Agreement confers no vested rights or development rights on the Property or to the Developer.

5. Termination. Either Party may terminate this Agreement for any reason or for no reason by providing not less than five (5) business days' written notice of termination to the other Party. Termination of this Agreement shall be the sole and exclusive remedy of City or Developer, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. City shall be entitled to pay City Expenses from the Developer Deposit for:

- (a) Work performed by City Consultants or others in providing Professional Services incurred through the date of termination; and
- (b) Expenses for which City is contractually obligated to reimburse a City Consultant or other person or entity providing Professional Services.

6. City's Right to Information. Promptly on request by the City or any of the City's professional consultants providing Professional Services in accordance with this Agreement, the Developer agrees to provide such information relating to development of the Development Area, including financial information, as the City or its consultants may in their discretion determine is necessary for their evaluation of the feasibility or advisability of the PID and/or TIRZ, or of the creation or use of a particular district or zone in furtherance of the Development Area. The City shall direct its City Attorney and other legal counsel retained not to release any data or information provided by the Developer to a third party, unless either the Developer provides written consent for such release or the City is otherwise directed to release the information by the Office of the Texas Attorney General ("OAG"). In addition, absent the Developer's authorization for the release of the Developer's data and information, the City shall direct the City Attorney to diligently seek approval of the OAG to withhold proprietary and confidential information subject to a request for public information pursuant to Chapter 552 of the Texas Government Code.

7. City Attorney's Obligations. Notwithstanding anything to the contrary contained herein, the Developer acknowledges that the City Attorney shall exclusively represent the legal

interest of the City of Seagoville, Texas, and that no attorney-client privilege between the Developer and the offices of the City Attorney, or any of its attorneys, shall be established by virtue of this Agreement.

8. No Obligation to Establish PID. Developer acknowledges that City has no obligation to establish the PID or to issue any bonds or other indebtedness with respect thereto, and nothing contained within this Agreement shall create any such obligation. Developer's obligation to pay the City Expenses as provided herein above shall exist and continue independent of whether the PID or bonds or other indebtedness are approved. This Agreement shall confer no vested rights or development rights on the Property or to Developer. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development on the Property.

9. No Obligation to Establish TIRZ. Developer acknowledges this Agreement does not obligate City to establish the TIRZ or enter into a TIRZ Agreement. Developer's obligation to pay the City Expenses shall exist and continue independent of whether the TIRZ is approved or execution of one or more TIRZ Agreements. This Agreement confers no vested rights or development rights on the Property or to the Developer.

10. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the obligation of the Developer to pay City Expenses.

11. Amendment. This Agreement may only be amended or altered by written instrument signed by the Developer and the City.

12. Successors and Assigns. Neither the City nor the Developer may assign or transfer this Agreement or any interest in this Agreement without prior written consent of the other party. This Agreement is binding upon and inures to the benefit of the City and the Developer and their permitted assigns; however, this Agreement confers no rights or benefits on any third parties and, in particular, no rights or benefits on any provider of Professional Services other than for payment of services rendered.

13. Notice. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified Mail Return Receipt Requested, on the earlier of the date actually received at the delivery address or five business days after mailed; (b) if deposited with a private delivery service (such as U.P.S. or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address; and (c) if otherwise given (including by E-mail), when actually received at the delivery address. All notices shall be addressed as set forth below; however, any party may change its address for purposes of this Agreement by giving notice of such change as provided by this Section 11:

City:

City of Seagoville
Patrick Stallings, City Manager
702 US-175 Frontage Road
Seagoville, Texas 75159

With a Copy to:

Victoria W. Thomas, City Attorney
Nichols Jackson Dillard Hager & Smith
500 North Akard, Suite 1800
Dallas, Texas 75201

Developer:

Seagoville Laguna Azure LLC
Armin Afzalipour, Co-President
2101 Cedar Springs Rd, Suite 700
Dallas, Texas 75201

14. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

15. Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue for any dispute arising out of this Agreement shall lie in Dallas County, Texas.

16. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or 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.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

18. Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its respective obligations under this Agreement.

19. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

20. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.

22. Attorney's Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party.

23. Non-Recordation. This Agreement shall not be recorded.

24. Effective Date. Whether signed in duplicate counterparts or on the same document, this Agreement shall be effective on the date it bears the signatures of authorized representatives of all of the Parties (the "Effective Date").

Executed by Developer and City to be effective on the Effective Date.

DEVELOPER:

Date: 2/22/21

Seagoville Laguna Azure L.L.C.,
a Wyoming limited liability company

By: AIAM, L.P., a Texas limited
partnership, its managing member

By: AI GP, L.L.C., a Texas limited liability
company, its General Partner

By: 
Arash Afzalipour, Managing Member

CITY:

Date: _____

CITY OF SEAGOVILLE, TEXAS

By: _____
Name: Dennis K. Childress
Title: Mayor

ATTEST:

Name: Kandi Jackson
Title: City Secretary

Approved as to form:

By: _____
Victoria W. Thomas, City Attorney
(021621vwtTM120691)

EXHIBIT "A"

**FIELD NOTES
TRACT I**

BEING a 333.291 acre tract of land situated in the John D. Merchant Survey, Abstract No. 850, Dallas County, John D. Merchant Survey, Abstract No. 310 and the P. Stockman Survey, Abstract No. 445, Kaufman County, Texas, being all of Tract One, described in deed to MCM Kaufman Land Partners L.P., recorded in Volume 2195, Page 199, Deed Records Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

BEGINNING at a point for the west corner of said Tract One in the northerly right of way-line of Kaufman Street and the southeast corner of a called 13.988 acre tract described in deed to Ricky B. and Nova M. Kirby, recorded in Volume 2002083, Page 3372, Deed Records Dallas County, Texas (D.R.D.C.T.), from which a 1" iron pipe found bears North 45 Degrees 40 Minutes 43 Seconds East, a distance of 1.50 feet;

THENCE North 45 Degrees 40 Minutes 43 Seconds East, departing the right-of-way of said Kaufman Street along the common line between said Tract One and said 13.988 acre tract, a distance of 1632.87 feet to a 3/8" iron rod found for the northwest corner of said 333.295 acre tract, and being located in the southerly line of a called 2.985 acre tract of land described in deed to Luis E. Marquez and Maria Carolina Gramillo, recorded in Doc. No. 201100315966, Official Public records Dallas County, Texas, (O.P.R.D.C.T.);

THENCE North 00 Degrees 04 Minutes 58 Seconds East, along the east line of said 9.985 acre tract and the west line of said Tract One, a distance of 1101.02 feet to a 5/8" iron rod with cap stamped "Jones Carter" found;

THENCE North 00 Degrees 09 Minutes 18 Seconds West, along the west line of said Tract One, at a distance of 1191.15 feet passing a 3/8" iron rod found for the northeast corner of a called 2.980 acre tract of land described in deed to Jerry Lane and Lanell Cheek, recorded in Volume 84160, Page 3578, D.R.D.C.T., and continuing for a total distance of 1992.69 feet to point in the centerline of East Bluff Drive;

THENCE North 45 Degrees 41 Minutes 45 Seconds East, along the centerline of East Bluff Drive, a distance of 390.76 feet to a point for corner in the southerly right-of-way line of U. S. Highway No 175;

THENCE along the northerly line of said Tract One and the southerly right-of-way line of U. S. Highway No 175, the following courses:

North 71 Degrees 02 Minutes 57 Seconds East, a distance of 50.80 feet to a concrete monument found for corner;

North 76 Degrees 03 Minutes 46 Seconds East, a distance of 89.06 feet to a concrete monument found for corner;

South 80 Degrees 43 Minutes 50 Seconds East, a distance of 234.89 feet to a concrete monument found for corner;

South 76 Degrees 05 Minutes 02 Seconds East, a distance of 920.20 feet to a concrete monument found for corner;

South 79 Degrees 04 Minutes 13 Seconds East, a distance of 800.72 feet to a concrete monument found for corner;

South 82 Degrees 04 Minutes 48 Seconds East, a distance of 399.84 feet to 1/2" iron rod found for a northeast corner of said Tract One and the northwest corner of a called 6.0062 acre tract, described in deed to The Rock Church, Inc., recorded in Volume 725, Page 486, D.R.K.C.T.;

THENCE South 44 Degrees 20 Minutes 26 Seconds West, departing the southerly right-of-way line of U. S. Highway No 175, along the west line of said 6.0062 acre tract, a distance of 547.56 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

THENCE South 45 Degrees 33 Minutes 45 Seconds East, along the south line of said 6.0062 acre tract and the north line of said Tract One, a distance of 1492.92 feet 3/8" iron rod found for the southeast corner of a called 1.61 acre tract, described in deed to Kenneth Michael and Starr Hopkins, recorded in Volume 2242, Page 42, D.R.K.C.T., and the westerly right-of-way line of F.M. Road No 1389;

THENCE South 20 Degrees 15 Minutes 38 Seconds West, along the westerly right-of-way line of F.M. Road No 1389, and the southeasterly line of said Tract One, a distance of 1928.31 feet to a 1/2" iron rod with cap stamped "RPLS #5244" found at the beginning of a tangent curve to the right;

THENCE Southwesterly, along said tangent curve to the right having a central angle of 06 Degrees 00 Minutes 10 Seconds, a radius of 2814.61 feet, an arc distance of 294.88 feet and a chord bearing and distance of South 23 Degrees 29 Minutes 08 Seconds West, 294.74 feet to a 1/2" iron rod with cap stamped "RPLS #5244" found for corner;

THENCE South 26 Degrees 35 Minutes 34 Seconds West, along the westerly right-of-way line of F.M. Road No 1389, and the southeasterly line of said Tract One, a distance of 167.95 feet to a 3/8" iron rod found for corner;

THENCE South 44 Degrees 41 Minutes 05 Seconds West, departing the westerly right-of-way line of F.M. Road No 1389, along the southeasterly line of said Tract One and the northwesterly line of a tract of land described in deed to Wetlands Management, LP, recorded in Volume 2476, Page 377, D.R.K.C.T., a distance of 563.18 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for the southeast corner of a called 9.017 acre tract, described in deed to Texas Power & Light Company, recorded in Volume 470, Page 340, D.R.K.C.T.;

THENCE North 00 Degrees 30 Minutes 57 Seconds West, along the common line between said Tract One and said 9.017 acre tract a distance of 81.76 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

THENCE North 14 Degrees 09 Minutes 54 Seconds West, passing a point for the northeast corner of said 9.017 acre tract, said point also being the southeast corner of a called 11.304 acre tract, described in deed to Texas Power & Light Company, recorded in Volume 470, Page 342, D.R.K.C.T., at a distance of 1145.15 feet, continuing on for a total distance of 3106.44 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for the northeast corner of said 11.304 acre tract;

THENCE North 45 Degrees 33 Minutes 31 Seconds West, along the common line between said Tract One and said 11.304 acre tract a distance of 479.93 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for the northwest corner of said 11.304 acre tract;

THENCE South 14 Degrees 09 Minutes 54 Seconds East, passing a point for the southwest corner of said 11.304 acre tract, said point also being the northwest corner of said 9.017 acre tract at a distance of 1946.13 feet, continuing on for a total distance of 3486.19 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

THENCE South 00 Degrees 30 Minutes 57 Seconds East, along the common line between said Tract One and said 9.017 acre tract, a distance of 300.10 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for the southwest corner of said 9.017 acre tract;

THENCE South 44 Degrees 41 Minutes 05 Seconds West, along the southeasterly line of said Tract One and the northwesterly line of a tract of land described in deed to Wetlands Management, LP, recorded in Volume 2476, Page 377, D.R.K.C.T., a distance of 505.82 feet to a 3/8" iron rod found for corner;

THENCE South 44 Degrees 03 Minutes 25 Seconds West, along said common line, a distance of 1258.47 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for the most southerly corner of said Tract One and being located in the northerly right-of-way line of Kaufman Street;

THENCE along the southerly line of said Tract One and the northerly right-of-way line of Kaufman Street, the following courses:

North 50 Degrees 55 Minutes 38 Seconds West, a distance of 830.28 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

North 00 Degrees 33 Minutes 57 Seconds West, a distance of 12.99 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

North 50 Degrees 55 Minutes 38 Seconds West, a distance of 1531.97 feet to the **POINT OF BEGINNING** and containing 14,518,138 square feet or 333.291 acres of land more or less.

**FIELD NOTES
TRACT II**

BEING a 150.805 acre tract of land situated in the John D. Merchant Survey, Abstract No. 850, Dallas County and the P. Stockman Survey, Abstract No. 445 Kaufman County Texas, being all of a called 150.802 acre tract described in deed to The 160 MC Squared L.P., recorded in Volume 2447, Page 115 Deed Records Kaufman County, Texas (D.R.K.C.T.) and Instrument No. 200412505267 of the Deed Property Records of Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found at a southwest corner of said 150.802 acre tract and the easterly right of way-line of Combine Road and being the northwest corner of a tract of land described in deed to Martin G. and Mary Rodriguez, recorded Volume 2000035, Page 3265, D.R.D.C.T.;

THENCE North 13 Degrees 06 Minutes 52 Seconds West, along the easterly line of said Combine Road and a west line of said 150.802 acre tract, a distance of 383.69 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for the northwest corner of said 150.802 acre tract and the southwest corner of a called 10.2009 acre tract of land, described in deed to James L. Miller, recorded in Volume 1769, Page 5, D.R.K.C.T., from which a 3/8" iron rod found bears North 13 Degrees 06 Minutes 52 Seconds West, a distance of 380.06 feet;

THENCE North 57 Degrees 39 Minutes 29 Seconds East, departing the easterly line of said Combine Road, along the south line of said 10.2009 acre tract and the north line of said 150.802 acre tract, a distance of 1245.80 feet to a 3/8" iron rod found for corner;

THENCE North 45 Degrees 20 Minutes 32 Seconds East, along said common line, a distance of 525.86 feet to a 3/8" iron rod found for the southeast corner of said 10.2009 acre tract and northeast corner of said 150.802 acre tract and the westerly line of called 10.3573 acre tract of land described in deed to James L. Miller;

THENCE South 50 Degrees 55 Minutes 44 Seconds East, along said common line, a distance of 200.05 feet to a 5/8" iron rod with cap stamped "Jones Carter" found;

THENCE North 44 Degrees 12 Minutes 06 Seconds East, with the southerly line of said 10.3573, a distance of 1509.69 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for the northern most corner of said 150.802 acre tract, and being located in the southerly line of Kaufman Street;

THENCE South 50 Degrees 55 Minutes 38 Seconds East, with the southerly line of said Kaufman Street, and the northerly line of said 150.802 acre tract, a distance 1743.17 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for the northeast for of said 150.802 acre tract and the northwest corner of a called 40.862 acre tract described in deed to Kala R. Dhama, recorded in Volume 1876, Page 25 D.R.D.C.T., from which a 3/8" iron rod found bears South 53 Degrees 06 Minutes 55 Seconds East, a distance of 153.10 feet;

THENCE South 20 Degrees 45 Minutes 43 Seconds West, departing the southerly line of F.M. 1389, along the easterly line of said 150.802 acre tract and the westerly line of said 40.862 acre tract, a distance of 799.65 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

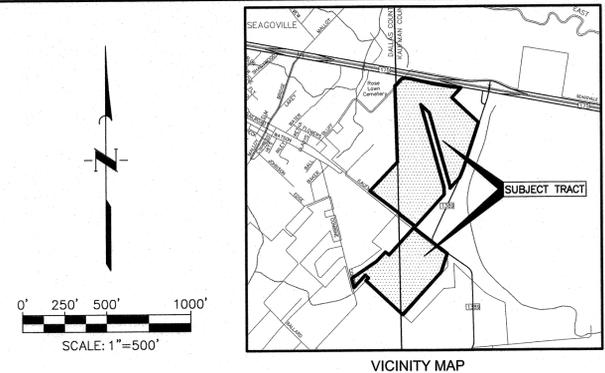
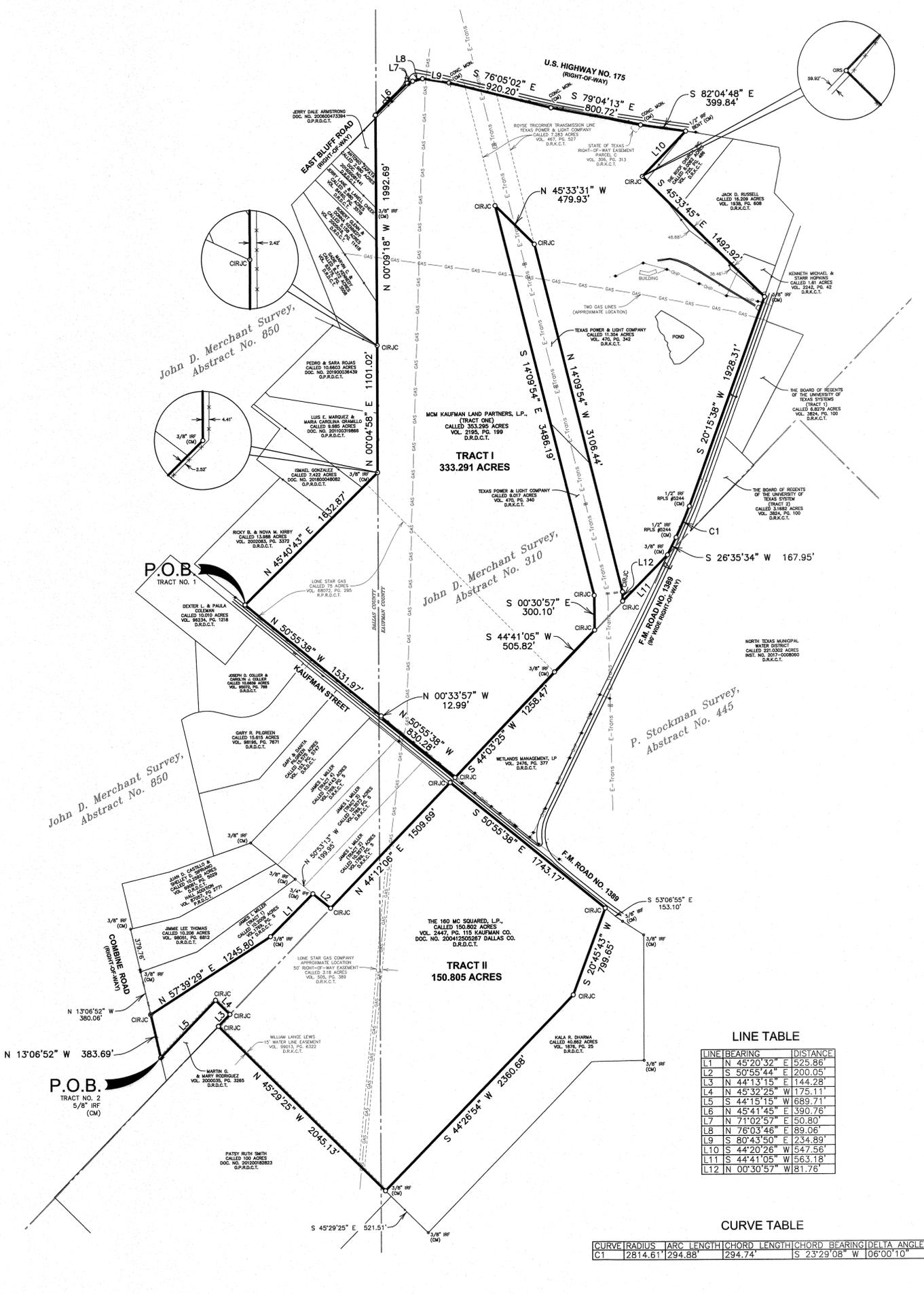
THENCE South 44 Degrees 26 Minutes 54 Seconds West, a distance of 2360.68 feet to a 3/8" iron rod found for the southeast corner of said 150.802 acre tract, and being located in the northerly line of a called 100 acre tract described in deed to Patsy Ruth Smith recorded in Document No. 201200182623 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.);

THENCE North 45 Degrees 29 Minutes 25 Seconds West, along the common line between said 100 acre tract a said 150.802 acre tract, a distance of 2045.13 feet to a 5/8" iron rod with cap stamped "Jones Carter" found in the easterly line of a tract of land described in deed to Martin G. and Mary Rodriguez, recorded in Volume 2000035, Page 3265, D.R.D.C.T.;

THENCE North 44 Degrees 13 Minutes 15 Seconds East, along the common line between said 150.802 acre tract and said Rodriguez tract a distance of 144.28 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

THENCE North 45 Degrees 32 Minutes 25 Seconds West, along the common line between said 150.802 acre tract and said Rodriguez tract, a distance of 175.11 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

THENCE South 44 Degrees 15 Minutes 15 Seconds West, along the common line between said 150.802 acre tract and said Rodriguez tract, a distance of 689.71 feet to the **POINT OF BEGINNING** and containing 6,569,050 square feet or 150.805 acres of land more or less.



LEGEND

POC	POINT OF COMMENCING
POB	POINT OF BEGINNING
CM	CONTROL MONUMENT
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE
E/SM/T	EASEMENT
IRF	IRON ROD FOUND
CIR/C	CAPPED IRON ROD FOUND
CIR/C	5/8" CAPPED IRON ROD WITH YELLOW CAP
CIR/C	STAMPED "JONES CARTER" FOUND FOR CORNER
D.R.D.C.T.	DEED RECORDS, DALLAS COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS, DALLAS COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DALLAS COUNTY, TEXAS
D.R.K.C.T.	DEED RECORDS, KAUFMAN COUNTY, TEXAS
R.P.R.K.C.T.	REAL PROPERTY RECORDS, KAUFMAN COUNTY, TEXAS
O.R.K.C.T.	OFFICIAL RECORDS, KAUFMAN COUNTY, TEXAS
C.C.F.	COUNTY CLERK FILE NUMBER

- GENERAL NOTES:**
- Bearings are based on the Texas State Plain Coordinate System, NAD 83, North Central Zone 4202.
 - This survey is subject to all easements of record.
 - This survey was prepared for the exclusive use of the person or persons named in the above statements. Said statement does not extend to any unnamed person without an express restating by the surveyor naming said person. This survey was prepared for the transaction as dated hereon and IS NOT to be used in any other transaction.
 - No observed evidence of site used as a solid waste dump, sump or sanitary land fill.
 - The original copy will have original signatures and stamp seal.
 - Set monuments are 5/8" iron rods with yellow plastic cap stamped "Jones Carter", unless noted otherwise.
 - Except as shown on the survey, there are no visible encroachments upon the subject property by improvements on adjacent property.

FLOOD NOTE:

Inherent inaccuracies of FEMA or Flood Insurance Rate Maps preclude a surveyor from certifying to the accuracies of locations based on such maps. All flood-plain information on this survey is for graphical depiction only, as scaled off of Firm Panel Map No. 48257C0150D, dated July 3, 2012, from Kaufman County, Texas and off of Firm Panel Map No. 48113C0545K, dated July 7, 2014, from Dallas County, Texas.

SURVEYOR'S CERTIFICATION

To: Seagoville Laguna Azure, LLC, Megatel Homes III, LLC, Chicago Title Insurance Company, their respective successors and assigns, and all other parties interested in the title to the property surveyed:

This is to certify that this map or plat and the on the ground survey on which it is based were made in accordance with 2016 Minimum Standard Detail Requirements for ALTA / NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 1, 2, 3, 4, 8, 11, 13, 14 and 16 of Table A thereof.

The field work was completed on December 20, 2019

Date of map: December 16, 2020

Eduardo Martinez
Eduardo Martinez
Registered Professional Land Surveyor No. 5274

ALTA \ NSPS LAND TITLE SURVEY

BEING 333.291 AND 150.805 ACRES
SITUATED IN THE
J. D. MERCHANT SURVEY, ABSTRACT NO. 850 (DALLAS, CO.)
J. D. MERCHANT SURVEY, ABSTRACT NO. 310 (KAUFMAN, CO.)
IN THE
CITY OF SEAGOVILLE, DALLAS AND KAUFMAN COUNTIES, TEXAS

DECEMBER 2020

DEVELOPER:
Seagoville Laguna Azure, LLC
520 Central Parkway East
SUITE 104
PLANO, TEXAS 75074
PHONE: (469) 440-2702

ENGINEER / SURVEYOR:
JONES CARTER
Texas Board of Professional Engineers and Land Surveyors
Engineering Registration No. F-439
Surveying Registration No. 100461-03
Parkway Centre II, 2805 Dallas Parkway,
Suite 600 - Plano, Texas 75099
972.488.3880
Contact: Eddie Martinez, E-mail: emartinez@jonescarter.com

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 45°20'35" E	525.86
L2	S 50°55'44" E	200.05
L3	N 44°13'15" E	144.28
L4	N 45°32'25" W	175.11
L5	S 44°15'15" W	689.71
L6	N 45°41'45" E	390.76
L7	N 71°02'57" E	50.80
L8	N 76°03'46" E	89.06
L9	S 80°43'50" E	234.89
L10	S 44°20'26" W	547.56
L11	S 44°41'05" W	563.18
L12	N 00°30'57" W	81.76

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2814.61	294.88	294.74	S 23°29'08" W	06°00'10"

Schedule B comments for title commitment issued by Chicago Title Insurance Company.

GF Number: CTMH63-8055632001290

Issued Date: December 2, 2020

Effective Date: November 19, 2020

Schedule B. (both tracts)

Item 1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Volume 2195, Page 199, Real Property Records, Kaufman County, Texas and Volume 2003089, Page 14619, Deed Records, Dallas County, Texas

Omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Item 10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception):

- a. Rights of parties in possession.
- b. Rights of tenants in possession, as tenants only, under unrecorded lease agreements.
- c. The following exception will appear in any policy issued (other than the T-1R Residential Owner Policy of Title Insurance and the T-2R Short-Form Residential Mortgage Policy) if the Company is not provided a survey of the Land, acceptable to the Company, for review at or prior to closing:

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land.

Note: Upon receipt of a survey acceptable to the Title Company, this exception will be deleted. The Company reserves the right to except additional items and/or make additional requirements after reviewing said survey.

- d. If any portion of the proposed loan and/or the Owner's Title Policy coverage amount includes funds for immediately contemplated improvements, the following exceptions will appear in Schedule B of any policy issued as indicated:

Owner and Loan Policy(ies): Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of County, Texas, prior to the date hereof.

Owner Policy(ies) Only: Liability hereunder at the date hereof is limited to \$ 0.00. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the insured in improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

Loan Policy(ies) Only: Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increase as each disbursement is made in good faith and without knowledge of any defect in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

- e. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

- f. Easement(s) and rights incidental thereto, as granted in a document:

Granted to:Lone Star Gas Company
Purpose:As provided in said document Recording Date:September 4, 1929
Recording No:in Volume 219, Page 88, Deed Records, Kaufman County, Texas
(CANNOT LOCATE AS DESCRIBED)

- g. Easement(s) and rights incidental thereto, as granted in a document: Granted to:Texas Power and Light Company

Purpose:As provided in said document Recording Date:January 4, 1962
Recording No:in Volume 446, Page 252, Deed Records, Kaufman County, Texas
(CANNOT LOCATE AS DESCRIBED)

- h. Easement(s) and rights incidental thereto, as granted in a document: Granted to:Texas Power and Light Company

Purpose:As provided in said document Recording Date:February 13, 1964
Recording No:in Volume 467, Page 527, Deed Records Kaufman County, Texas
(DOES AFFECT SUBJECT TRACT AS SHOWN)

- i. Easement(s) and rights incidental thereto, as granted in a document:

Granted to:Lone Star Gas Company
Purpose:As provided in said document Recording Date:December 8, 1967
Recording No:in Volume 506, Page 552, Deed Records, Kaufman County, Texas and in Volume 68072, Page 295, Deed Records, Dallas County, Texas
(CANNOT LOCATE AS DESCRIBED)

- j. Easement(s) and rights incidental thereto, as granted in a document: Granted to:Texas Power and Light Company

Purpose:As provided in said document Recording Date:September 10, 1973
Recording No:in Volume 582, Page 144, Deed Records, Kaufman County, Texas
(DOES NOT AFFECT)

- k. Terms, conditions, stipulations and provisions as contained in that certain Special Warranty Deed dated May 5, 2003, executed by David M. Marshall et al to MCM Kaufman Land Partners, LP recorded in Volume 2195, Page 199, Real Property Records, Kaufman County, Texas and in Volume 2003089, Page 14619, Deed Records, Dallas County, Texas

- l. Unrecorded Residential/Agricultural Lease by and between David Marshall et al as Lessors and Joe Gray, as Lessee, dated November 30, 2002, as evidenced recorded in Volume 2195, Page 199, Real Property Records, Kaufman County, Texas and in Volume 2003089, Page 14619, Deed Records, Dallas County, Texas

- m. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated May 5, 2003, recorded May 8, 2003 at in Volume 2195, Page 199 of the Official Records of Kaufman County, Texas, which document contains the following language oil, gas and other minerals. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

- n. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument dated May 5, 2003, recorded May 8, 2003 at in Volume 2003089, Page 14619 of the Official Records of Dallas County, Texas, which document contains the following language oil, gas and other minerals. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument, and the Company makes no representation as to the ownership or holder of such interest(s).

ALTA \ NSPS LAND TITLE SURVEY
BEING 333.291 AND 150.805 ACRES
SITUATED IN THE
J. D. MERCHANT SURVEY, ABSTRACT NO. 850 (DALLAS, CO.)
J. D. MERCHANT SURVEY, ABSTRACT NO. 310 (KAUFMAN, CO.)
IN THE
CITY OF SEAGOVILLE, DALLAS AND KAUFMAN COUNTIES, TEXAS

DECEMBER 2020

DEVELOPER:
**Seagoville Laguna
Azure, LLC**
520 Central Parkway East
SUITE 104
PLANO, TEXAS 75074
PHONE: (469) 440-2702

ENGINEER / SURVEYOR:
 **JONES CARTER**
Texas Board of Professional Engineers and Land Surveyors
Engineering Registration No. F-439
Surveying Registration No. 100461-03
Parkway Centre II, 2805 Dallas Parkway,
Suite 600 • Plano, Texas 75093
972.488.3880
Contact: Eddie Martinez, E-mail: emartinez@jonescarter.com

Regular Session Agenda Item: 7

Meeting Date: March 1, 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: 8

Meeting Date: March 1, 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