



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, AUGUST 2, 2021**

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

WORK SESSION – 6:30 P.M.

Call to Order

- A. Receive an update concerning COVID-19 (Director of Health & Code)**
- B. Receive an update concerning Code Enforcement-Junk Vehicles (Director of Health & Code)**
- C. Receive an update concerning Trash/Bulk (Director of Health & Code)**
- D. Discuss regular session agenda items**

Adjourn

REGULAR SESSION - 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

Mayor's Report

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

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

- 1. Consider approving City Council Meeting minutes for July 19, 2021 and Workshop Meeting minutes for July 26, 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 Patrick Michael, L.P., a Texas Limited Partnership, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties in substantially the form of that attached hereto as exhibit "A"; and providing an effective date (City Manager)**
- 3. Direct Staff concerning the first Council Meeting in September, 2021 (City Secretary)**
- 4. Discuss and consider directing Staff on the selection of the movie(s) to view at the annual "Movie in the Park" event to be held on: Saturday, September 25, 2021, 2020 and October 23, 2021 (Public Works Director)**
- 5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing acquisition of an approximately 1.963 acre Wastewater Easement out of land located at 1001 Alto Road and situated in the Andrew Nail Survey, Abstract No. 1070, Dallas County, Texas and being more particularly described and depicted in Exhibit "A" attached hereto from 175 Seagoville, L.P. for the purchase price of \$12,824.00; authorizing the City Manager to purchase the easement and authorizing the City Manager and/or the Mayor to sign all necessary acquisition documents; providing for the furnishing of certified copies of this Resolution and for recording of the easement in the real property records of Dallas County, Texas, as a deed; and providing an effective date (City Attorney)**
- 6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving C&M Concrete to perform concrete work for the construction of a 5' sidewalk along Lasater Road in an amount not to exceed Fifty-Five Thousand One Hundred Ninety Two Dollars and Fifty Cents (\$55,192.50) as described herein and set forth in Exhibit "A"; authorizing the City Manager to execute any documents necessary; providing for a repealing clause; providing for a severability clause; and providing an effective date (Community Development Director)**
- 7. 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 Patrick Michael, L.P., a Texas Limited Partnership, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties in substantially the form of that attached hereto as exhibit "A"; and providing an effective date (City Manager)**
- 8. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**

9. 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.

10. Recess into Executive Session

Council will recess into executive session pursuant to Texas Government Code:

- A. § 551.071(2) Consultation with Attorney, to seek legal advice of its attorney on legal issues arising from Dallas ISD requests regarding traffic regulation in school zones.**

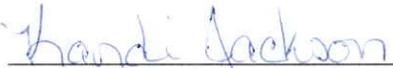
11. Reconvene Into Regular Session

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

- A. § 551.071(2) Consultation with Attorney, to seek legal advice of its attorney on legal issues arising from Dallas ISD requests regarding traffic regulation in school zones.**

Adjourn

Posted Friday, July 30, 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, August 16, 2021 Regular City Council Meeting**

Consent Session Agenda Item: 1

Meeting Date: August 2, 2021

ITEM DESCRIPTION:

Consider approving Council Meeting minutes for July 19, 2021 and Workshop Meeting minutes for July 26, 2021

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for July 19, 2021 and Workshop Meeting minutes for July 26, 2021

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

July 19, 2021 Work Session Meeting Minutes
July 19, 2021 Regular Meeting Minutes
July 26, 2021 Workshop



**MINUTES OF CITY COUNCIL
WORK SESSION
JULY 19, 2021**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:32 p.m. on Monday, July 19, 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	Absent

The following staff members were also present: City Manager Patrick Stallings, Police Captain Steve Davis, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Finance Director Gail French, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

B. Discuss regular session agenda items

1. Consider approving City Council Meeting minutes for July 8, 2021 (City Secretary)

No questions.

2. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the City Manager to execute an Interlocal Agreement with the North Central Texas Emergency Communications District for regional 9-1-1 service; providing a savings clause; providing a severability clause; and providing an effective date (Police Support Services Manager)

Police Captain Davis explained the Resolution approving the Interlocal Agreement with the North Central Texas Emergency Communications District for regional 9-1-1 service. He also stated there are no monies tied to this Interlocal Agreement.

3. Discuss and consider an Ordinance of the City of Seagoville, Texas, authorizing and approving an amendment to Ordinance 14-2020, which adopted the Operating Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021, by appropriating \$24,900.00 from the General Fund

Finance Budget consulting fees to be transferred to Personnel Costs to provide for the creation and funding of a new full-time Senior Accountant position, including wages/salary, FICA, insurance, and TMRS; 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 Director)

Finance Director French explained this Ordinance approves the creation and funding of a new full-time Senior Accountant position.

Councilmember Hernandez asked how quick could the position be filled. City Manager Stallings stated we believe we can promote from within the organization.

4. Discuss and consider approving a Resolution authorizing the acquisition of sanitary sewer and temporary construction easements necessary for the Northern Basin Interceptor Project (City Attorney)

City Attorney Thomas explained this Resolution authorizes the acquisition of sanitary sewer and temporary construction easements that are necessary for the Northern Basin Interceptor Project.

A. Receive an update concerning the Police Department and Animal Control (Police Chief)

Police Captain Davis provided an update concerning the Police Department and Animal Control. Sergeant Bailey also provided information concerning Animal Control.

Adjourned at 6:57 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
JULY 19, 2021**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:07 p.m. on Monday, July 19, 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	Absent

The following staff members were also present: City Manager Patrick Stallings, Police Captain Steve Davis, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Finance Director Gail French, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

Invocation – *Invocation was led by Mayor Childress.*

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 July 8, 2021 (City Secretary)**
Motion to approve City Council Meeting minutes for July 8, 2021 – Hernandez, seconded by Magill; motion passed with all ayes. 4/0

REGULAR AGENDA-

2. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the City Manager to execute an Interlocal Agreement with the North Central Texas Emergency Communications District for regional 9-1-1 service; providing a savings clause; providing a severability clause; and providing an effective date (Police Support Services Manager)

Motion to approve a Resolution of the City of Seagoville, Texas, authorizing the City Manager to execute an Interlocal Agreement with the North Central Texas Emergency Communications District for regional 9-1-1 service; providing a savings clause; providing a severability clause; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 4/0

3. Discuss and consider an Ordinance of the City of Seagoville, Texas, authorizing and approving an amendment to Ordinance 14-2020, which adopted the Operating Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021, by appropriating \$24,900.00 from the General Fund Finance Budget consulting fees to be transferred to Personnel Costs to provide for the creation and funding of a new full-time Senior Accountant position, including wages/salary, FICA, insurance, and TMRS; 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 Director)

Motion to approve an Ordinance of the City of Seagoville, Texas, authorizing and approving an amendment to Ordinance 14-2020, which adopted the Operating Budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021, by appropriating \$24,900.00 from the General Fund Finance Budget consulting fees to be transferred to Personnel Costs to provide for the creation and funding of a new full-time Senior Accountant position, including wages/salary, FICA, insurance, and TMRS; 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 – Howard, seconded by Magill; motion passed with all ayes. 4/0

4. Discuss and consider approving a Resolution authorizing the acquisition of sanitary sewer and temporary construction easements necessary for the Northern Basin Interceptor Project (City Attorney)

Motion to approve a Resolution authorizing the acquisition of sanitary sewer and temporary construction easements necessary for the Northern Basin Interceptor Project – Hernandez, seconded by Magill; motion passed with all ayes. 4/0

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

Councilmember Epps stated Crestview Lane looks very nice and he thanked everyone involved with the reconstruction of Crestview Lane.

Mayor Childress agreed with Councilmember Epps.

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

None.

Adjourned at 7:11 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
WORKSHOP
JULY 26, 2021**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 5:30 p.m. on Monday, July 26, 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	Absent

The following staff members were also present: City Manager Pat Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, Fire Chief Todd Gilcrease, Director of Health & Code Jimmy Stephens, Library Director Liz Gant, Public Works Director Chris Ryan, Finance Director Gail French, Court Administrator Julissa Perez, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

1. Discuss General Fund and Water & Sewer Fund and SEDC budgets for FY 2022

Finance Director French presented the General Fund, Water & Sewer, and SEDC budgets for FY 2022. Directors for each department provided clarification as needed concerning requests.

Adjourned at 7:21 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 2

Meeting Date: August 2, 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 Patrick Michael, L.P., a Texas Limited Partnership, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties in substantially the form of that attached hereto as exhibit "A"; 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. The SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with Patrick Michael, L.P., a Texas limited partnership ("Company") under the terms and conditions set forth in an Economic Development Incentive Agreement in substantially the form of the 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 Company 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

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 PATRICK MICHAEL, L.P., A TEXAS LIMITED PARTNERSHIP, AS REFLECTED IN THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE PARTIES IN SUBSTANTIALLY THE FORM OF THAT ATTACHED HERETO AS EXHIBIT “A”; 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 Patrick Michael, L.P., a Texas limited partnership (“Company”) under the terms and conditions set forth in an Economic Development Incentive Agreement in substantially the form of the 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 Company 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 (“SEDC”) and Patrick Michael, L.P., a Texas limited partnership (“Company 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
(070621vwtTM123393)

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 Patrick Michael, L.P., a Texas limited partnership (“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”.

W I T N E S S E T H:

WHEREAS, Company is currently the lessee, under a three (3) year lease, of the real property and improvements situated thereon located at 207 N. Kaufman Street, Seagoville, Texas 75159 (the “N. Kaufman Property”); and

WHEREAS, Company desires to remodel and equip the N. Kaufman Property and operate thereon a new monogramming and direct-to-garment printing business to be known as Excel Stitch and Print (“Stitch and Print” or “Excel Stitch and Print”), a division of Excel Linen; and

WHEREAS, Company owns and operates Excel Linen, located at 208 and 210 Railroad Avenue (collectively, the “Railroad Property”), as a commercial linen and laundry service providing linen, towel, and mat rental services (“Excel Linen”) and desires to expand that business; and

WHEREAS, Company has advised the SEDC that a contributing factor that would induce Company to open the new Stitch and Print business and to continue and expand operation of Excel Linen and to make the required renovations and equipment purchases and installations would be an agreement by SEDC to provide an economic development grant to Company to defray a portion of the costs of such renovations and equipment; and

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

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

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

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

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

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

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

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

“Company” shall mean Patrick Michael L.P., a Texas limited partnership.

“Completion of Equipment Installation” shall mean (1) that the portion of the Equipment which is identified in Exhibit “A” attached hereto and incorporated herein by this reference has been purchased by Company and installed in the real estate improvements located at 207 N. Kaufman Street, Seagoville, Texas, and (2) that the portion of the Equipment that is identified in Exhibit “B” attached hereto and incorporated herein by reference has been purchased by Company and installed in the real estate improvements located at 208 and 210 Railroad Avenue, Seagoville, Texas.

“Completion of Renovations” shall mean that (1) the Renovations have been substantially completed, (2) a final, permanent certificate of occupancy for the real estate improvements located at 207 N. Kaufman Street has been issued, and (3) Company is open and conducting business during normal business hours for Excel Stitch and Print on the N. Kaufman Property.

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

“Employment Positions” shall mean non-temporary full-time employment positions of the Company which are eligible for employee benefits and are created, maintained and filled at the 207 N. Kaufman location of Stitch and Print and/or the 208 and 210 Railroad Avenue locations of Excel Linen

“Equipment” shall mean (1) the embroidery and printing equipment and supplies, including a Lawson Garment printer and a DEHAO monogrammer, as identified in

Exhibit “A” attached hereto and incorporated herein by reference and (2) the commercial washing machine and dryers, including two 170 lb. gas clothes dryers and one 275 lb. commercial clothes washer, as identified in Exhibit “B” attached hereto and incorporated herein by reference.

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

“Expiration Date” shall mean the fifth (5th) anniversary of the later of Completion of Renovations and Completion of Equipment Installation.

“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 total costs incurred and paid by Company for the Equipment and the Renovations, each as defined herein, not to exceed One Hundred Thousand Dollars (\$100,000.00), to offset a portion of the costs paid and incurred by Company for said Equipment and Renovations, to be paid in one lump sum payment within seventy-five (75) 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.

“N. Kaufman Property” shall mean the real estate and improvements situated thereon located at 207 N. Kaufman Street in the City of Seagoville, Texas.

“Railroad Property” shall mean the real estate and improvements situated thereon located at 208 and 210 Railroad Avenue in the City of Seagoville, Texas.

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

“Renovations” shall mean the remodeling and/or renovation of the real estate improvements located at 207 N. Kaufman Street to provide exterior signage, a functional showroom in the front portion of the building and production and storage areas in the back portion of the building, as indicated on Exhibit “C” attached hereto and incorporated herein by reference.

“Required Use” shall mean (1) with respect to the N. Kaufman Property, Company’s continuous occupancy of the N. Kaufman Property or a similar property located within the Downtown district of the City of Seagoville, Texas and the operation thereon of Excel Linen Stitch and Print as a monogramming and direct-to-garment printing business and (2) with respect to the Railroad Property, Company’s continuous occupancy of the Railroad Property and the operation thereon of Excel Linen as a commercial linen and laundry service providing linen, towel, and mat rental services, all of which shall be open to the public and serving the citizens of the City.

“SEDC” shall mean the Seagoville Economic Development Corporation.

“Stitch and Print” shall mean Excel Stitch and Print, which is the monogramming and direct-to-garment printing business operations located at 207 N. Kaufman Street, Seagoville, Texas and owned and operated by Company.

Article II

Term

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

Article III

Grant

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

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

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

Article IV

Conditions to Grant

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

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

4.2 Completion of Renovations. Completion of the Renovations, as that term is defined herein, shall occur not later than twelve (12) months after the Effective Date of this Agreement and Company shall submit written notice to SEDC within fourteen days thereafter certifying and identifying the date of Completion of Renovations.

4.3 Completion of Equipment Installation. Completion of Equipment Installation, as that term is defined herein, shall occur not later than twelve (12) months after the Effective Date of this Agreement and Company shall submit written notice to SEDC within fourteen days thereafter certifying and identifying the date of Completion of Equipment Installation.

4.4 Required Use. During the term of this Agreement following the later of Completion of Equipment Installation and Completion of Renovations and continuing thereafter until expiration of this Agreement or earlier termination, Company (A) shall continuously own and occupy the Railroad Property and (B) shall continuously lease and occupy the N. Kaufman Property or a similar property located in the Downtown District of the City of Seagoville, Texas, each of which shall not be used during the term of this Agreement for any purpose other than the Required Use for that particular property as set forth herein. 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 later of Completion of Equipment Installation and Completion of Renovations and continuing thereafter until the Expiration Date, Company shall (1) for Excel Linen at the Railroad Property, create, fill and maintain a total of at least three Employment Positions in excess of the number of Employment Positions required under the prior Incentive Agreement between SEDC and Seagoville Holdings, LLC and Company, executed on January 2, 2020 and (2) for Excel Stitch and Print at the N. Kaufman Property or similar property located in the Downtown District of the City of Seagoville, Texas, create, fill and maintain a total of at least two Employment Positions.

4.6 Continuous Lease and/or Ownership. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Railroad Property shall be continuously owned and occupied by the Company and the N. Kaufman Property or a similar property located within the Downtown District of the City of Seagoville, Texas shall be continuously leased or owned and occupied by the Company.

4.7 Capital Investment. Company's Capital Investment for the Equipment and the Renovations as of the later of Completion of Renovations and Completion of Equipment Installation

shall be not less than One Hundred Thousand (\$100,000.00) Dollars. Company shall, not later than fifteen (15) calendar days after the date of the later of Completion of Renovations and Completion of Equipment Installation, 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 Equipment and the Renovations, as reasonably verified by SEDC, is less than One Hundred Thousand (\$100,000.00) Dollars, the Company shall, within thirty (30) days of receipt by Company of written demand by SEDC, pay the SEDC the difference in value between \$100,000.00 and the final total cost of the Renovations and the Equipment as reasonably verified by SEDC.

Article V Termination; Repayment

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

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

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

- (a) due to a breach of the obligation set forth in section 4.2 and/or 4.3 hereof, Company shall immediately refund to the SEDC an amount equal to the value of the Grant received by Company; and/or
- (b) due to a breach of the obligation set forth in section 4.4, 4.5, and/or 4.6 hereof, Company shall immediately refund to the SEDC an amount equal to eighty percent (80%) of the value of the Grant received by Company;

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

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

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

Article VI Miscellaneous

6.1 Conditions Precedent. The obligations of SEDC under this Agreement are subject to and conditioned on the following:

- (i) The City Council of the City of Seagoville, Texas has, by resolution, approved this Incentive Agreement and the related Project; and
- (ii) The sixty (60)-day period provided for under Texas Local Government Code section 505.160 has passed and neither the SEDC nor the City has received a petition from more than ten (10%) percent of the registered voters of the City requesting that an election be held before the funding of the Project as contemplated by this Agreement is undertaken.

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

6.3 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.

6.4 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.

6.5 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.

6.6 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:

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

6.7 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.

6.8 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.

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

6.10 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.

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

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

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

6.14 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.

6.15 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.

6.16 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.

EXECUTED on this _____ day of _____, 2021.

PATRICK MICHAEL, L.P.

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

By: _____
Michael McDaniel, Managing Member

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2019.

Notary Public, State of Texas

My Commission Expires: _____

EXECUTED on this _____ day of _____, 2021.

**SEAGOVILLE ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Patrick Stallings, Executive Director

EXHIBIT A

Intermediate Silk Screen



5110 Penrose Street • St. Louis, MO 63115
 314-382-9300 • 800-325-8317 • Fax 314-382-3012
 E-mail: info@lawsonsp.com • www.lawsonsp.com

St. Louis Headquarters
 314-382-9300

Atlanta Branch
 770-424-3570

QUOTATION/SALES CONTRACT

QUOTE# 19955

DATE: 06/29/21
 ORDER BY: CHRISTOPHER MCDANIEL
 Customer: 1011971
 Excel Linen
 217 N. Kaufman St
 Seagoville, TX 75159

SHIP TO:
 Excel Linen
 208 N. Railroad Ave.
 Seagoville, TX 75159

Slm:00117 Page: 1
 972-287-5058

TERMS: PRIOR TO SHIP SHIP VIA: TRUCK-GENERAL

ITEM#	QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
700-000-7-EA	1	Intermediate Textile Package	13,195.00	13,195.00
		-- HD-Max Kit 6-Color/4-Station With Floor Legs		
		-- Expo-Light #2431 Exposure Unit Bench Model (Optional Floor Legs)		
		-- Super Flash #1616		
		-- M-2 Encore #2408-2 Conveyor Dryer With Jet Air for Increased Production		
		-- Econo-Pro Wash Out Booth		
		-- Textile Tech Training Class		
		-- Start-Up Pro Chemical Kit		
		-- Start-Up Pro Supply Kit		
		-- 24/7/365 Technical Support		
705-240-5-EA	1	Lawson 64 HD-Max Kit Customer Assembly Required)		
710-113-1-EA	1	Lawson Expo-Light #2431		
710-113-9-EA	1	Expo-Light #2431 Packing		
750-113-5-EA	1	M2-Encore #2408 with Jet-Air		
770-210-5-EA	1	Super Flash #1616 (120 Volts)		
770-999-9-EA	1	FLASH PACKING - STANDARD SIZE		
715-200-1-EA	1	Econo Pro-Wash		
715-200-9-EA	1	Econo Pro-Wash Crating		
710-111-1-PR	1	Expo-Light #2431 Floor Stand	255.00	255.00
705-270-1-EA	1	HD-Max Assembly	500.00	500.00
700-001-1-PK	1	Textile Supply Package #101	.00	.00
112-1550-1G	1	DI-1550 LB Plus White		
112-200-1G	1	DI-200 RFU Black		
112-4000-QT	1	DI-400 LB Bright Orange		

Priced F.O.B. Point of Origin
 Sales Tax is Additional, where required
 *Acceptance of forgoing Quotation/Sales Contract is subject to Lawson's Terms & Condition of Sale Freight is additional

PRODUCT TOTAL \$

*Accepted By: _____ Title: _____ Date: _____
 Print Name: _____

IMPORTANT: Return contract with deposit to LAWSON

NOTE: No oral agreements, guarantees, promises, representations or warranties other than those herein stated will be binding. Purchaser agrees Lawson will not be liable for any consequential damages incurred for any reason. Purchaser agrees to the Terms and Conditions of Sale shown on reverse side. Purchaser agrees to be liable for all legal fees and collection costs if this account is placed for collection. Purchaser agrees to pay a monthly service charge of one and one-half (1.5%) on all delinquent amounts due to Lawson. See back side for additional terms and conditions.



LAWSON
SCREEN & DIGITAL PRODUCTS, INC.

5110 Penrose Street • St. Louis, MO 63115
314-382-9300 • 800-325-8317 • Fax 314-382-3012
E-mail: info@lawsonsp.com • www.lawsonsp.com

St. Louis Headquarters
314-382-9300

Atlanta Branch
770-424-3570

QUOTATION/SALES CONTRACT

QUOTE# 19955

DATE: 06/29/21
ORDER BY: CHRISTOPHER MCDANIEL
Customer: 1011971
Excel Linen
217 N. Kaufman St
Seagoville, TX 75159

SHIP TO:
Excel Linen
208 N. Railroad Ave.
Seagoville, TX 75159

Slm:00117 Page: 2
972-287-5058

TERMS: PRIOR TO SHIP SHIP VIA: TRUCK-GENERAL

ITEM#	QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
112-51400-QT	1	DI-5140 LB Rojo Red		
112-9020-QT	1	DI-902 LB Light Gold		
112-704-QT	1	DI-704 RFU Royal Blue		
112-808-QT	1	DI-808 RFU Forest Green		
100-100-1G	1	WOW-100/MSB-100 Clear Softhand Extender		
110-004-QT	1	Reducer #4/Thinner DT		
400-525-1-PK	1	Hardwood Spatulas Bundle of 10		
352-110-7-EA	3	20 x 24 Alum Frame - 110 Mesh		
352-160-7-EA	2	20x24 Alum Frame-158/160 Mesh		
352-180-7-EA	1	20 x 24 Alum Frame - 180 Mesh		
195-7751-1G	1	MD-100 Mesh Degreaser		
195-7111-1G	1	SR-45 Conct. Stencil Remover		
195-8120-1G	1	PW-305 Universal Press Wash		
195-8141-QT	1	ID-360 Ink & Stain Remover		
401-015-1-EA	1	15" Emulsion Coater		
205-105-4-QT	1	Lawson SBQ-501 Ultra-Fast Blue Textile Emulsion		
195-782-QT	1	LSP Red-Coat Blockout		
400-205-1-EA	5	4" Squeegee Card		
400-200-2-RL	1	Blue Blockout Tape 2" X 36 YD		
400-312-1-EA	1	Pro-Spray Clog-Buster Consumer Commodity ORM-D 02446		
400-305-3-EA	1	Tex-Tite #1 Mist Spray Consumer Commodity ORM-D 14052		
400-306-3-EA	1	Tex-Tite #2 Web Spray Consumer Commodity ORM-D 14116		
400-307-3-EA	1	Tex-Tite #3 Flash Spray		

Prices F.O.B. Point of Origin
Sales Tax is Additional, where required
*Acceptance of forgoing Quotation/Sales Contract is subject to Lawson's Terms & Condition of Sale Freight is additional

PRODUCT TOTAL \$

*Accepted By: _____ Title: _____ Date: _____
Print Name: _____

IMPORTANT: Return contract with deposit to LAWSON

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DTG Printer



5110 Penrose Street • St. Louis, MO 63115
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 E-mail: info@lawsonsp.com • www.lawsonsp.com

St. Louis Headquarters
 314-382-9300

Atlanta Branch
 770-424-3570

QUOTATION/SALES CONTRACT

QUOTE# 19954

DATE: 06/29/21 Sim:00117 Page: 1
 ORDER BY: CHRISTOPOER MCDANIEL SHIP TO:
 Customer: 1011971 972-287-5058
 Excel Linen Excel Linen
 217 N. Kaufman St 208 N. Railroad Ave.

 Seagoville, TX 75159 Seagoville, TX 75159

 TERMS: PRIOR TO SHIP SHIP VIA: TRUCK-GENERAL

ITEM#	QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
497-100-13-EA	1	Epson F-2100/WE DTG Printer Special Rebate Expires 7/31/21 - White + CMYK with Highlight White - Max Print Area: 16" x 20" - Minimal, Self-Cleaning Maintenance - Photo-Realistic Resolution - Adjustable Print Head - PC or Mac Compatible - Plug-n-Play: No Technician Required - Epson Starter Inks (inside box) - 120 Volts; Standard Plug-In Wiring - 1 Year Free Parts AND Labor Warranty - Optional Extended Warranty - Free Training at our St. Louis or Atlanta Facility. - Price Reflects All Rebates & Are Valid Through the End of the Month	14,995.00	14,995.00
497-101-8-EA	1	Epson DTG Floor Stand - Floor Stand for the Epson DTG Printers - Locking Casters - Hinged Side Door - Inside Shelf	695.00	695.00
497-103-5-EA	2	Epson DTG DG White 600ml Ink Cart. #T725A	230.00	460.00
497-101-2-EA	1	Epson DTG Head Clean Set #C13C092001	109.00	109.00
716-109-1-EA	1	GEO KNIGHT 16"x20" SWINGER HEAT TRANSFER PRESS DK20S	1,750.00	1,750.00

Priced F.O.B. Point of Origin **PRODUCT TOTAL \$**
Sales Tax is Additional, where required
**Acceptance of forgoing Quotation/Sales Contract is subject to Lawson's Terms & Condition of Sale Freight is additional*

*Accepted By: _____ Title: _____ Date: _____
 Print Name: _____ **IMPORTANT: Return contract with deposit to LAWSON**

NOTE: No oral agreements, guarantees, promises, representations or warranties other than those herein stated will be binding. Purchaser agrees Lawson will not be liable for any consequential damages incurred for any reason. Purchases agrees to the Terms and Conditions of Sale shown on reverse side. Purchaser agrees to be liable for all legal fees and collection costs if this account is placed for collection. Purchaser agrees to pay a monthly service charge of one and one-half (1.5%) on all delinquent amounts due to Lawson. See back side for additional terms and conditions.



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St. Louis Headquarters
 314-382-9300

Atlanta Branch
 770-424-3570

QUOTATION/SALES CONTRACT

QUOTE# 19954

DATE: 06/29/21
 ORDER BY: CHRISTOPOER MCDANIEL
 Customer: 1011971
 Excel Linen
 217 N. Kaufman St
 Seagoville, TX 75159

SHIP TO:
 Excel Linen
 208 N. Railroad Ave.
 Seagoville, TX 75159

Slm:00117 Page: 2
 972-287-5058

TERMS: PRIOR TO SHIP SHIP VIA: TRUCK-GENERAL

ITEM#	QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
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716-104-1-EA	1	DK Universal Stand with Caster Shipping cost will still need to be determined and paid for at the time of shipping. By Credit Card.	365.00	365.00
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100% Deposit with Order
 Est. Build Time: 3 - 4 WEEKS (FRO) Frt. Terms: PREPAY & ADD

Priced F.O.B. Point of Origin
 Sales Tax is Additional, where required
 *Acceptance of forgoing Quotation/Sales Contract is subject to Lawson's Terms & Condition of Sale Freight is additional

PRODUCT TOTAL \$ 18,374.00

*Accepted By: _____ Title: _____ Date: _____
 Print Name: _____ **IMPORTANT: Return contract with deposit to LAWSON**

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St. Louis Headquarters
 314-382-9300

Atlanta Branch
 770-424-3570

QUOTATION/SALES CONTRACT

QUOTE# 19955

DATE: 06/29/21	Slm:00117	Page: 3
ORDER BY: CHRISTOPHER MCDANIEL	SHIP TO:	
Customer: 1011971	Excel Linen	
Excel Linen	208 N. Railroad Ave.	
217 N. Kaufman St	Seagoville, TX 75159	
Seagoville, TX 75159	Seagoville, TX 75159	
TERMS: PRIOR TO SHIP	SHIP VIA: TRUCK-GENERAL	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
405-314-7-EA	6	Consumer Commodity ORM-D 12937		
400-657-0-PK	1	14" Hand Squeegee--70D		
400-100-5-PK	2	Pellons 14" X 16" Combo Pack (50 White/50 Black)		
650-110-2-EA	1	Thermo-Tels #5 (290F-330F)		
500-135-5-EA	3	Garmet Printing Made Easy (Booklet)		
700-003-1-PK	3	Flat Scrub Brush-Soft/Med Grit (Teal Pad/ Welded)		
352-110-7-EA	1	Supply/Chemical Pkg Upgrade	849.00	849.00
352-125-7-EA	3	20 x 24 Alum Frame - 110 Mesh		
352-160-7-EA	3	20 x 24 Alum Frame - 125 Mesh		
352-180-7-EA	2	20x24 Alum Frame-158/160 Mesh		
500-310-2-EA	2	20 x 24 Alum Frame - 180 Mesh		
495-712-3-RL	1	18" Aluminum T-Square		
400-312-1-EA	1	Multi-Color Screen Regist Tape 16" x 100 Yards		
400-305-3-EA	2	Pro-Spray Clog-Buster		
400-306-3-EA	2	Consumer Commodity ORM-D 02446		
400-307-3-EA	2	Tex-Tite #1 Mist Spray		
400-599-6-RL	2	Consumer Commodity ORM-D 14052		
200-290-QT	2	Tex-Tite #2 Web Spray		
	2	Consumer Commodity ORM-D 14116		
	2	Tex-Tite #3 Flash Spray		
	1	Consumer Commodity ORM-D 12937		
	1	Application - Platen Tape #16 (16" x 100 yd Roll)		
	1	Lawson Pro-Tac Platen Adhesive		

Priced F.O.B. Point of Origin PRODUCT TOTAL \$
 Sales Tax is Additional, where required
 *Acceptance of forgoing Quotation/Sales Contract is subject to Lawson's Terms & Condition of Sale Freight is additional

*Accepted By: _____ Title: _____ Date: _____
 Print Name: _____ **IMPORTANT: Return contract with deposit to LAWSON**

NOTE: No oral agreements, guarantees, promises, representations or warranties other than those herein stated will be binding. Purchaser agrees Lawson will not be liable for any consequential damages incurred for any reason. Purchaser agrees to the Terms and Conditions of Sale shown on reverse side. Purchaser agrees to be liable for all legal fees and collection costs if this account is placed for collection. Purchaser agrees to pay a monthly service charge of one and one-half (1.5%) on all delinquent amounts due to Lawson. See back side for additional terms and conditions.



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 E-mail: info@lawsonsp.com • www.lawsonsp.com

St. Louis Headquarters
 314-382-9300

Atlanta Branch
 770-424-3570

QUOTATION/SALES CONTRACT

QUOTE# 19955

DATE: 06/29/21
 ORDER BY: CHRISTOPHER MCDANIEL
 Customer: 1011971
 Excel Linen
 217 N. Kaufman St
 Seagoville, TX 75159

SHIP TO:
 Excel Linen
 208 N. Railroad Ave.
 Seagoville, TX 75159

Slm:00117 Page: 4
 972-287-5058

TERMS: PRIOR TO SHIP SHIP VIA: TRUCK-GENERAL

ITEM#	QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
400-658-03-BX	1	Screen Print Tubes Asstd Lt 22"L Approx 10 lbs		
400-206-1-EA	4	Goop Scoop Scraper		
400-529-0-EA	1	Lid-Off Nylon Pail Opener Orng (7-7/8" long)		
400-205-2-BX	1	The Ultimate Ink Cleaning Card (1500 Per Box)		
355-277-3-RL	2	Split Tape 3 x 60 yd Roll		
400-416-6-RL	1	Tork 520 Wiper Maxi Grey Roll		
205-105-1-1G	1	Lawson SBQ-501 Ultra-Fast Blue Textile Emulsion		
400-540-2-EA	4	Quart Chemical Bottle - Square Untreated		
400-541-1-EA	4	Spray Bottle Head Trigger 28-400 Blue/White		
405-305-7-EA	1	5" Hand Squeegee--70D		
405-312-7-EA	1	12" Hand Squeegee -- 70 D		
400-590-1-EA	1	6" Spatula		
600-001-1-EA	2	Textile Tech Seminar Introductory Class - One Day	.00	.00
Shipping cost will still need to be determined and paid for at the time of shipping. By Credit Card.				
30% DEPOSIT, BALANCE PRIOR TO SHIPMENT Est. Build Time: 4 - 6 WEEKS (FRO) Frt. Terms: PREPAY & ADD				

Priced F.O.B. Point of Origin
 Sales Tax is Additional, where required
 *Acceptance of forgoing Quotation/Sales Contract is subject to Lawson's Terms & Condition of Sale Freight is additional

PRODUCT TOTAL \$ 14,799.00

*Accepted By: _____ Title: _____ Date: _____
 Print Name: _____

IMPORTANT: Return contract with deposit to LAWSON

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EXHIBIT B

SALES QUOTE



AAdvantage Laundry Systems
 2510 National Drive
 Garland, TX 75041
 Phone: (800) 880-2138
 www.aadvantagelaundry.com
 Salesperson E-mail:
 jzimmerman@scott-equipment.com

Date: 6/10/2021 **SQ153450**
Requested By: BRENDA GONZALEZ
Phone: 972-287-5058 **Mobile Phone:**
Billing Terms: Payment 0 days after invoice date
Salesperson: Janis Zimmerman
Customer Ref:
Expiration: 7/10/2021 **Page 1 / 2**

Bill-To: EXC002
 EXCEL LINEN
 BRENDA GONZALEZ
 208 N RAILROAD AVE
 SEAGOVILLE, TX 75159

Ship-To:
 EXCEL LINEN
 BRENDA GONZALEZ
 208 N RAILROAD AVE
 SEAGOVILLE, TX 75159
 972-287-5058

B&C DE-170 DRYER, REVERSING, GAS HEATED, MANUAL TIMERS

Product No.	Description	Quantity	Net Unit Price	Extended Price
DE-170-036	B&C 170 LB GAS DRYER, MANUAL DUAL CONTROL, 480V	2 EA	13,814.00	27,628.00
SRV-MISCCHRG	PIPE SUPPRESSION	2 EA	335.00	670.00
SAL-FREIGHT	Sales-Freight in from factory	1 EA	750.00	750.00
INS-IND	Install-Industrial Installation-Delivery New Dryer	1 EA	1,000.00	1,000.00
INSTALLATION INCLUDES THE FOLLOWING: DELIVERY OF NEW DRYER TO CUSTOMER LOCATION, SETTING IN PLACE IN LAUNDRY AREA THROUGH PROPERLY SIZED DOORS AND HALLWAYS, CONNECTION TO CUSTOMER PROVIDED FINISHED UTILITIES PROVIDED WITHIN 3 FEET OF EQUIPMENT LOCATION. START UP, OPERATIONAL CHECKOUT, TRAINING OF PERSONNEL IN CARE AND OPERATION. REMOVAL OF DEFECTIVE/OLD DRYER INCLUDED IF REQUIRED. B&C Dryer Parts Warranty 3 YEARS ON ALL PARTS Terms-20% Order, 70% Delivery, 10% Equipment Start TERMS: 20% DEPOSIT WITH ORDER 70% WHEN EQUIPMENT IS DELIVERED TO LOCATION 10% DUE UPON START UP OF EQUIPMENT CUSTOMERS INITIALS: _____				
			Subtotal	30,048.00
			Total Tax	0.00
			Total	\$30,048.00

CUSTOMER ACKNOWLEDGMENT:

Buyer: _____
 Phone: _____
 Email: _____
 Description: _____

Signature: _____
 Name of Authorized Signature: _____
 Date: _____

Credit terms are subject to change based on credit approval

* All goods are sold FOB-Factory, except if otherwise specified and are subject to the EQUIPMENT-TERMS AND CONDITIONS OF SALE on the following page

SALES QUOTE



AAdvantage Laundry Systems
 2510 National Drive
 Garland, TX 75041
 Phone: (800) 880-2138
 www.aadvantagelaundry.com
 Salesperson E-mail:
 jzimmerman@scott-equipment.com

Date: 6/10/2021 **SQ150132**
Requested By: CHRIS MCDANIEL
Phone: 972-287-5058 **Mobile Phone:** 469-988-0125
Billing Terms: Payment 0 days after invoice date
Salesperson: Janis Zimmerman
Customer Ref:
Expiration: 6/29/2021 **Page 1 / 2**

Bill-To: EXC002
 EXCEL LINEN
 CHRIS MCDANIEL
 208 N RAILROAD AVE
 SEAGOVILLE, TX 75159

Ship-To:
 EXCEL LINEN
 CHRIS MCDANIEL
 208 N RAILROAD AVE
 SEAGOVILLE, TX 75159

Product No.	Description	Quantity	Net Unit Price	Extended Price
BMC-SI-275-015	SOFT FRONT 275# NO TILT, 208/240	1 EA	55,492.00	55,492.00
9999	DOWN DRAIN	1 EA	0.00	0.00
9999	STC-M	1 EA	0.00	0.00
SAL-SHIPHAND	Sales-Shipping and Handling	1 EA	3,250.00	3,250.00
INS-IND	Install-Industrial	1 EA	7,000.00	7,000.00

Installation-Delivery/Removal of Equipment
 INSTALLATION INCLUDES THE FOLLOWING:
 DELIVERY OF EQUIPMENT TO CUSTOMER LOCATION, REMOVAL OF DEFECTIVE EQUIPMENT IF NECESSARY. SETTING IN PLACE IN LAUNDRY AREA THROUGH PROPERLY SIZED DOORS AND HALLWAYS. ANCHOR, LEVEL AND GROUT WASHER-EXTRACTOR, LEVEL DRYER. CONNECTION OF ALL EQUIPMENT TO CUSTOMER PROVIDED UTILITIES, LOCATED WITHIN 3 FEET OF EQUIPMENT LOCATION. START UP, OPERATIONAL CHECKOUT, TRAINING OF PERSONNEL IN CARE AND OPERATION.

WARRANTY: 12 MONTHS/2000 HOURS (consumables are not included). WARRANTY COMMENCED UPON START UP OR 10 DAYS AFTER DELIVERY TO CUSTOMER.
 Terms-20% Order, 70% Delivery, 10% Equipment Start
 TERMS:
 20% DEPOSIT WITH ORDER
 70% WHEN EQUIPMENT IS DELIVERED TO LOCATION
 10% DUE UPON START UP OF EQUIPMENT

CUSTOMERS INITIALS: _____

Subtotal 85,742.00
Total Tax 0.00
Total 85,742.00

CUSTOMER ACKNOWLEDGMENT:

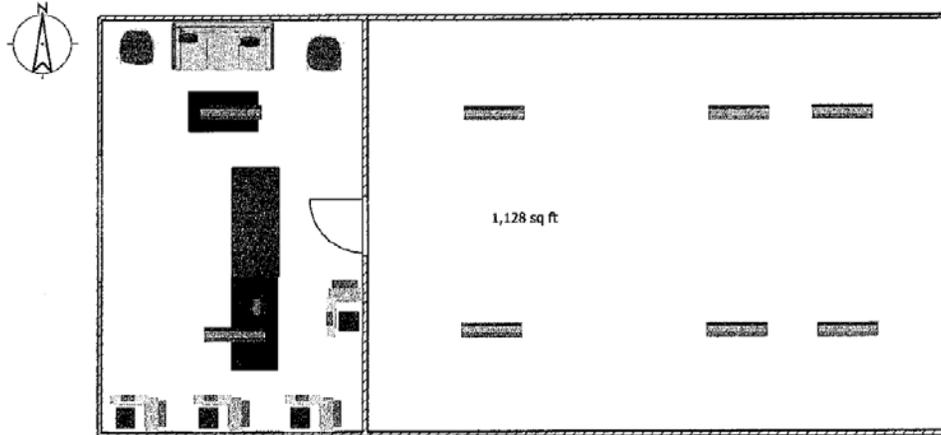
Buyer: _____
 Phone: _____
 Email: _____
 Description: _____

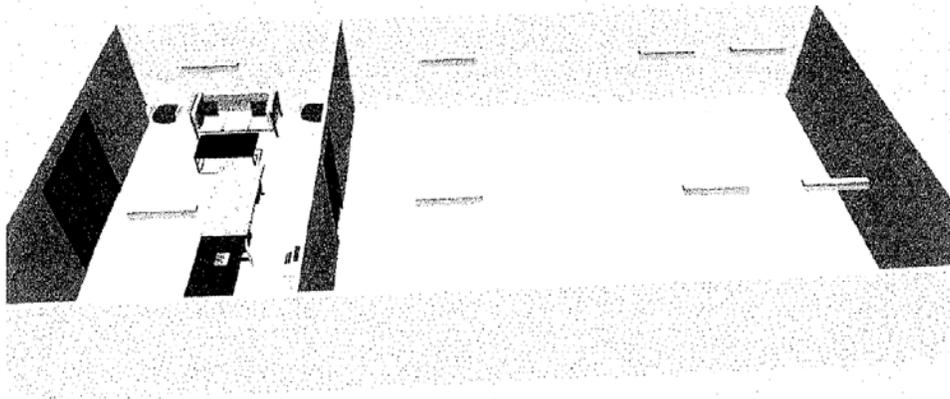
Signature: _____
 Name of Authorized Signature: _____
 Date: _____

Credit terms are subject to change based on credit approval

* All goods are sold FOB-Factory, except if otherwise specified and are subject to the EQUIPMENT-TERMS AND CONDITIONS OF SALE on the following page

EXHIBIT C





Regular Session Agenda Item: 3

Meeting Date: August 2, 2021

ITEM DESCRIPTION:

Direct Staff concerning the first Council Meeting in September, 2021.

BACKGROUND OF ISSUE:

The first Council Meeting in September of 2021 falls on Monday, September 6, 2021. City Offices are closed on Monday, September 6, 2021 in observance of the Labor Day holiday. Staff is seeking direction concerning the first Council Meeting in September.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

September 2021

September 2021						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 29	30	31	Sep 1	2	3	4
5	6 6:30pm City Council Mtg. Labor Day Holiday (All City Offices)	7	8	9 6:30pm SEDC Meeting	10	11
12	13	14 6:30 pm P&Z Mtg.	15	16	17	18
19	20 6:30pm City Council Mtg.	21 5:00pm Library Board 7pm KSB Mtg.	22	23	24	25
26	27	28 6:30pm P&Z Mtg.	29	30	Oct 1	2

Regular Session Agenda Item: 4

Meeting Date: August 2, 2021

ITEM DESCRIPTION:

Discuss and consider directing Staff on the selection of the movie(s) to view at the annual “Movie in the Park” event to be held on: Saturday, September 25, 2021, 2020 and October 23, 2021.

BACKGROUND OF ISSUE:

These events are hosted by the City of Seagoville and is open to the public. Citizens can come to the Movie in the Park events to be held at C.O Bruce Park located at 1801 N Hwy 175 Seagoville, Texas, 75159. The Movie in the Park promotes unity within the community. It includes two (2) nights of free entertainment for the entire family.

Staff is seeking the direction of Council concerning the movie to be viewed at each of the dates listed above for this annual event. There will also be food available for the entire family at each event. The following movies are up for consideration, there are seven (8) PG rated movies and three (4) PG-13 movies available to select from.

- **Raya and the Last Dragon (March 12, 2021) PG-**
The animated movie is about a young woman named Raya (voiced by Kelly Marie Tran, or KMT) on a quest to find the Last Dragon in order to unite a people. It features stars of **Asian** ethnicity, also including Golden Globe-winning actress Sandra Oh.
- **Trolls World Tour (April 17, 2020) PG-**
The narrator recaps the events of the first film, then explains that the world of Queen Poppy, Branch, and the other Pop Trolls is about to get a lot bigger. Meanwhile, King Trollex's tribe of Techno Trolls are attending a rave, when Hard Rock Trolls led by Queen Barb arrive and use weaponized guitars to destroy the stage. Barb demands Trollex hand over his "string" to her.
- **Tom & Jerry (March 5, 2021) PG-**
A chaotic battle ensues between Jerry Mouse, who has taken refuge in the Royal Gate Hotel, and Tom Cat, who is hired to drive him away before the day of a big wedding arrives.

- **Scoob (July 21, 2020) PG-13-**

Scooby and the gang face their most challenging mystery ever: a plot to unleash the ghost dog Cerberus upon the world. As they race to stop this dogpocalypse, the gang discovers that Scooby has an epic destiny greater than anyone imagined. Scooby-Doo is the hero of his own story in "SCOOB!," the first full-length animated Scooby-Doo adventure, which reveals **how he and his best friend Shaggy became two of the world's most beloved crime busters.**

- **Croods New Age (November 25, 2020) PG-**

A flashback shows the death of Guy's parents when he was a child. As they drown in tar, they tell him to find somewhere called "tomorrow". He goes on a long journey and meets a young Belt before taking him along for the ride. The Croods, along with Guy and their pets Chunky and Douglas, are still searching for a place to settle down, all the while surviving many dangerous creatures along the way.

- **Wonder Woman 1984 WW84 (December 12, 2020) PG-13-**

Young Diana participates in an athletic event on Themyscira against older Amazons. After falling from her horse due to looking back at her opponents, Diana takes a shortcut and remounts, but misses a checkpoint. Antiope removes her from the competition, explaining anything worthwhile must be obtained honestly.

In 1984, Diana works at the Smithsonian Institution in Washington, D.C. while secretly performing heroic deeds as Wonder Woman. New museum employee Barbara Ann Minerva, a shy geologist and cryptozoologist, is barely seen by her co-workers and comes to envy Diana. Later, the FBI asks the museum to identify stolen antiquities from a robbery that Wonder Woman recently foiled. Barbara and Diana notice one item, later identified as the Dreamstone, contains a Latin inscription claiming to grant the holder one wish.

Barbara wishes to become like Diana, but acquires the same superpowers, while Diana unknowingly wishes for her deceased lover Steve Trevor to be alive, resurrecting him in another man's body; the two are reunited at a Smithsonian gala. Failing businessman Maxwell "Max Lord" Lorenzano tricks Barbara and steals the Dreamstone, hoping to use its power to save his bankrupt oil company. He wishes to "become" the stone and gains its wish-granting powers, becoming a wealthy and powerful figure who creates chaos and destruction as his powers trigger worldwide instability.

- **Onward (March 6, 2020) PG-**

Summaries Two elven brothers embark on a quest to bring their father back for one day. In a suburban fantasy world, two teenage elf brothers, Ian and Barley Lightfoot, go on a journey to discover if there is still a little magic left out there in order to spend one last day with their father, who died when they were too young to remember him.

- **Jumanji The Next Level (December 13,2019) PG-13-**

The Next Level, the gang is back but the game has changed. As they return to rescue one of their own, the players will have to brave parts unknown from arid deserts to snowy mountains, to escape the world's most dangerous game.

- **The Lion King (January 19, 2019) PG-**

In Africa, the lion cub Simba is the pride and joy of his parents **King Mufasa** and Queen Sarabi. **Mufasa** prepares Simba to be the next king of the jungle. However, the naive Simba believes in his envious uncle Scar that wants to kill **Mufasa** and Simba to become the next king. He lures Simba and his friend Nala to go to a forbidden place and they are attacked by hyenas but they are rescued by Mufasa.

- **Frozen (November 27, 2013) PG-**

Of the two princesses living in Arendelle, Elsa is the one with powers, living in solitude because she can't control them. She was able to keep them a secret from her sister Anna, but she lost control of them at her coronation and plunged Arendelle into eternal winter. She fled afterward, and now Anna must bring her back to end winter, not without snowmen and singing.

- **Moana (November 23, 2016) PG-**

Moana is submerged and gets her foot trapped within some coral but manages to free herself by smashing it with a rock. She makes it to shore, exhausted, and find Pua scared, but alive. Gramma Tala then walks up joking that whatever transpired should be blamed on the pig. Moana tries to hide her bruised ankle, but Tala isn't fooled and takes a look.

- **Coco (March 15, 2017) PG 13-**

An aspiring young guitar player, whose family has a classic hate for music, tries to find answers of his great Grandfather, which leads his search to his entrance to Tierra De Muertos, where all dead people get to live if they are remembered well. In there, the boy will not only discover his family's legacy, but his search will lead him to an unexpected truth in this Disney tale about love, hate, death, music, betrayal -- and most of all: Family.

FINANCIAL IMPACT:

Approved in the FY 2020-21 budget.

EXHIBITS:

Pictures of all movie suggestions.



Rated PG



Rated PG



Rated PG



Rated PG-13



Rated PG



Rated PG-13



Rated PG



Rated PG-13



Rated PG



Rated PG



Rated PG



Rated PG-13

Regular Session Agenda Item: 5

Meeting Date: August 2, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing acquisition of an approximately 1.963 acre Wastewater Easement out of land located at 1001 Alto Road and situated in the Andrew Nail Survey, Abstract No. 1070, Dallas County, Texas and being more particularly described and depicted in Exhibit "A" attached hereto from 175 Seagoville, L.P. for the purchase price of \$12,824.00; authorizing the City Manager to purchase the easement and authorizing the City Manager and/or the Mayor to sign all necessary acquisition documents; providing for the furnishing of certified copies of this Resolution and for recording of the easement in the real property records of Dallas County, Texas, as a deed; and providing an effective date.

BACKGROUND OF ISSUE:

The City of Seagoville, Texas finds it necessary to acquire wastewater easements for its Northern Basin Interceptor Project. The City Council has determined that there is a public necessity for the acquisition of the waterline easement. The City's duly authorized representatives have negotiated and agreed upon the purchase of the required Wastewater Easement situated on property commonly known as 1001 Alto Road and owned by 175 Seagoville, L.P., a Texas limited partnership for the purchase price of \$12,824.00.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution w/Attachments

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING ACQUISITION OF AN APPROXIMATELY 1.963 ACRE WASTEWATER EASEMENT OUT OF LAND LOCATED AT 1001 ALTO ROAD AND SITUATED IN THE ANDREW NAIL SURVEY, ABSTRACT NO. 1070, DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A” ATTACHED HERETO FROM 175 SEAGOVILLE, L.P. FOR THE PURCHASE PRICE OF \$12,824.00; AUTHORIZING THE CITY MANAGER TO PURCHASE THE EASEMENT AND AUTHORIZING THE CITY MANAGER AND/OR THE MAYOR TO SIGN ALL NECESSARY ACQUISITION DOCUMENTS; PROVIDING FOR THE FURNISHING OF CERTIFIED COPIES OF THIS RESOLUTION AND FOR RECORDING OF THE EASEMENT IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, AS A DEED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville, Texas finds it necessary to acquire wastewater easements for its Northern Basin Interceptor Project; and

WHEREAS, the City Council has determined that there is a public necessity for the acquisition of the waterline easement; and

WHEREAS, the City’s duly authorized representatives have negotiated and agreed upon the purchase of the required wastewater easement situated on property commonly known as 1001 Alto Road and owned by 175 Seagoville, L.P., a Texas limited partnership for the purchase price of \$12,824.00; and

WHEREAS, the City Council has determined that the agreed upon purchase price for the wastewater easement is fair and equitable and that paying the same is in the best interest of the citizens of the City of Seagoville.

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

SECTION 1. That the City Council hereby approves the acquisition of an approximately 1.963 acre wastewater easement out of a tract of land commonly known as 1001 Alto Road, Seagoville, Texas and being situated in the Andrew Nail Survey, Abstract No. 1070, Dallas County, Texas and being part of that 117.23 acre tract of land described by Warranty Deed to 175 Seagoville LP, recorded in Instrument Number 20070272046 and part of that 47.59 acre tract of land described in General Warranty Deed to 175 Seagoville LP, recorded in Instrument Number 200900288154 of the Official Public Records of Dallas County, Texas, and being more particularly described and depicted in Exhibit “A” attached hereto and incorporated herein by this reference (the “Easement”) from the property owner 175 Seagoville, L.P., a Texas limited partnership, for the purchase price of \$12,824.00.

SECTION 2. That the City Manager is authorized to purchase the Easement and the City Manager and/or the Mayor are authorized to execute any and all necessary acquisition documents.

SECTION 3. That the City Secretary is authorized and directed to prepare certified copies of this resolution and to furnish the same to the grantor of the Easement described herein and further to record the Easement in the real property records of Dallas County, Texas.

SECTION 4. That this Resolution shall take effect immediately from and after its adoption and execution.

DULY PASSED by the City Council of the City of Seagoville, Texas, this the 2nd day of August, 2021.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(072621vwtTM123729)

EXHIBIT "A"
**50-FOOT WIDE WASTEWATER EASEMENT &
TEMPORARY CONSTRUCTION EASEMENT**

Parcel No. 3
Owner: 175 Seagoville LP
Andrew Nail Survey, Abstract Number 1070
City of Seagoville, Dallas County, Texas

BEING a tract of land situated in the Andrew Nail Survey, Abstract No. 1070, Dallas County, Texas and being part of that 117.23 acre tract of land described by Warranty Deed to 175 Seagoville LP, recorded in Instrument Number 20070272046 and part of that 47.59 acre tract of land described in General Warranty Deed to 175 Seagoville LP, recorded in Instrument Number 200900288154 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod for the southwest corner of said 47.59 acre tract, being the southeast corner of that 159 acre tract of land described as Tract III by Deed to SWMF Properties, Inc., recorded in Instrument Number 20080281643, O.P.R.D.C.T.;

THENCE North 44 degrees 26 minutes 31 seconds East, 1,937.07 feet, with the common line of said 47.59 acre tract and said SWMF Properties, Inc. tract, to the **POINT OF BEGINNING**, having grid coordinates of North=6,933,425.42, East=2,574,388.51;

THENCE North 44 degrees 26 minutes 31 seconds East, 55.18 feet, continuing with said common line, to a point for corner in the west line of a Lone Star Gas easement recorded in Volume 67207, Page 1540, D.R.D.C.T.;

THENCE South 20 degrees 32 minutes 23 seconds East, 595.19 feet, departing said common line and with said west line and over and across said 47.59 acre tract, to a point for corner;

THENCE South 21 degrees 02 minutes 27 seconds East, continuing with said west line and over and across said 47.59 acre tract, passing at a distance of 36.62 feet the common east line of said 47.59 acre tract and the common west line of said 117.23 acre tract, and continuing over and across said 117.23 acre tract a total distance of 465.92 feet to a point for corner;

THENCE departing said west line and continuing over and across said 117.23 acre tract the following courses and distances:

South 80 degrees 49 minutes 00 seconds East, 416.03 feet, to a point for corner;

Page 1 of 5
10/16/2020

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South 37 degrees 46 minutes 11 seconds East, 232.21 feet, to a point for corner in the common east line of said 117.23 acre tract and the west line of a tract of land described in Deed to Steve C. Sorrells, recorded in Volume 2001124, Page 7106 of the Deed Records of Dallas County, Texas (D.R.D.C.T.);

THENCE South 44 degrees 34 minutes 15 seconds West, 50.46 feet, with said common line to a point for corner;

THENCE departing said common line and over and across said 117.23 acre tract the following courses and distances:

North 37 degrees 46 minutes 11 seconds West, 219.23 feet, to a point for corner in the south line of a T.P. & L. Easement recorded in Volume 84167, Page 548, D.R.D.C.T.;

North 80 degrees 49 minutes 00 seconds West, 425.02 feet, with said south line to a point for corner;

North 21 degrees 02 minutes 27 seconds West, departing said south line, passing at a distance of 435.34 feet the common west line of said 117.23 acre tract and the common east line of said 47.59 acre tract, and continuing over and across said 47.59 acre tract a total distance of 494.87 feet to a point for corner;

THENCE North 20 degrees 32 minutes 23 seconds West, 572.07 feet, continuing over and across said 47.59 acre tract, to the **POINT OF BEGINNING AND CONTAINING** 85,516 square feet, or 1.963 acres of land, more or less.

Notes:

1. Basis of Bearing is the North American Datum of 1983, Texas State Plane Coordinate System, North Central Zone (4202). All distances are surface distances. Surface Adjustment Scale Factor: 1.000136506
2. This metes and bounds description was prepared with an exhibit of even date.
3. The survey shown hereon was prepared with the benefit of a title commitment issued by Chicago Title Insurance Company, with an effective date of June 18, 2020 under GF No. 20060404ROW and was relied upon for easements and other matters of record.

I, Adam T. Johnson, Registered Professional Land Surveyor of the State of Texas, do hereby certify that the map shown hereon represents the described property as determined by a survey made on the ground under my direction and supervision in June, 2020, and that all corners are as shown.



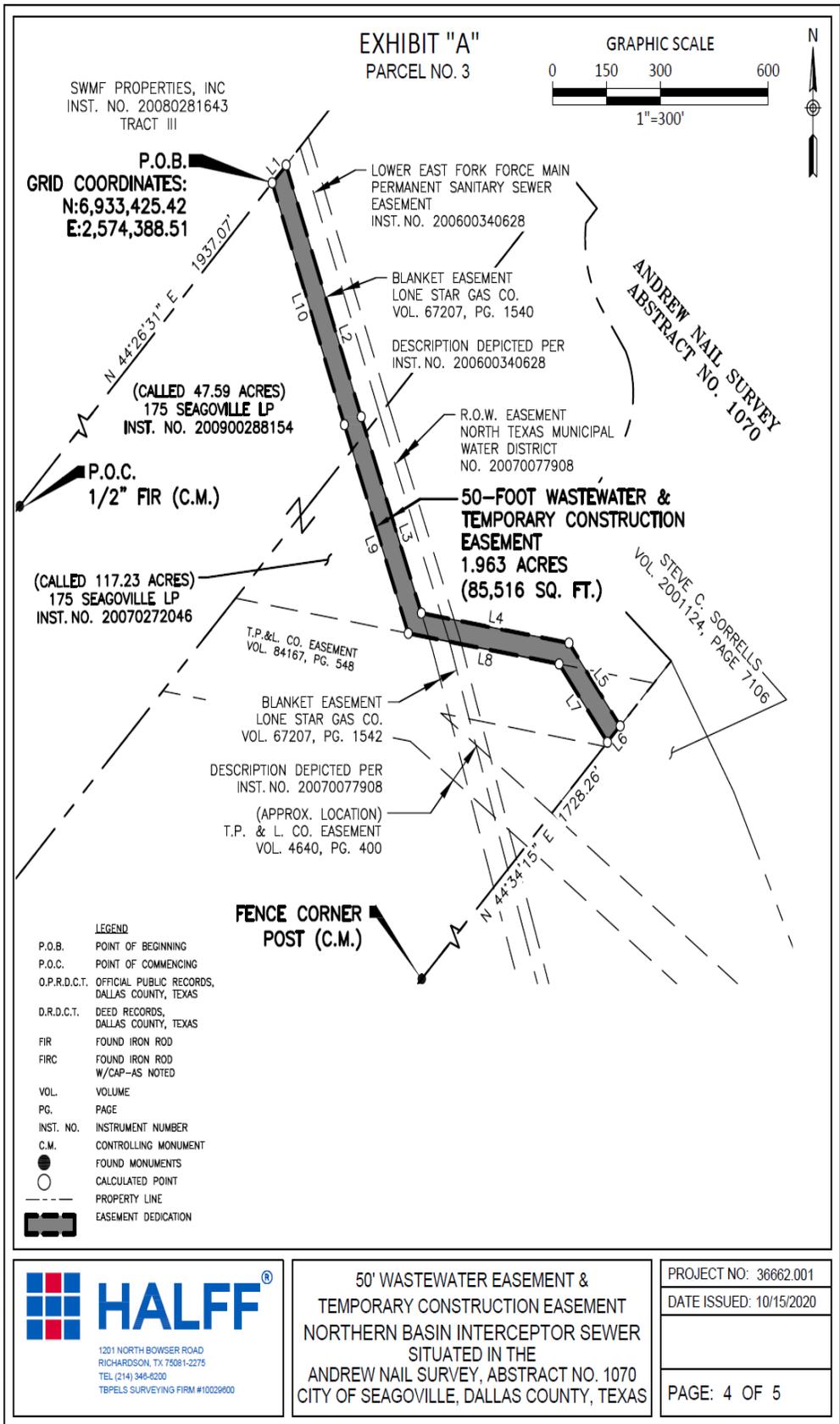
10/16/2020

Adam T. Johnson
Registered Professional Land Surveyor
Texas Registration Number 6664
TBPELS SURVEYING FIRM NO. 10029600



Page 3 of 5
10/16/2020

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EXHIBIT "A"
PARCEL NO. 3



LINE DATA			LINE DATA		
LINE #	BEARING	DISTANCE	LINE #	BEARING	DISTANCE
L1	N 44°26'31" E	55.18'	L6	S 44°34'15" W	50.46'
L2	S 20°32'23" E	595.19'	L7	N 37°46'11" W	219.23'
L3	S 21°02'27" E	465.92'	L8	N 80°49'00" W	425.04'
L4	S 80°49'00" E	416.03'	L9	N 21°02'27" W	494.87'
L5	S 37°46'11" E	232.21'	L10	N 20°32'23" W	572.07'

I, Adam T. Johnson, Registered Professional Land Surveyor of the State of Texas, do hereby certify that the map shown hereon represents the described property as determined by a survey made on the ground under my direction and supervision in June, 2020, and that all corners are as shown.

General Notes:

- 1) Bearing basis for this drawing is the Texas Coordinate System of 1983, North Central Zone 4202, NAD83 (2011). Distances show are surface and can be converted to grid by dividing by a scale factor of 1.000136506.
- 2) A metes and bounds description of even date accompanies this exhibit.
- 3) The survey shown hereon was prepared with the benefit of a title commitment issued by Chicago Title Insurance Company, with an effective date of June 18, 2020 under GF No. 20060404ROW and was relied upon for easements and other matters of record.

10-16-20



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October 15, 2020, 3:42:00 PM, a13835

HALFF[®]
1201 NORTH BOWSER ROAD
RICHARDSON, TX 75081-2275
TEL (214) 346-6200
TBPELS SURVEYING FIRM #10029600

50' WASTEWATER EASEMENT &
TEMPORARY CONSTRUCTION EASEMENT
NORTHERN BASIN INTERCEPTOR SEWER
SITUATED IN THE
ANDREW NAIL SURVEY, ABSTRACT NO. 1070
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS

PROJECT NO: 36662.001
DATE ISSUED: 10/15/2020

PAGE: 5 OF 5

Regular Session Agenda Item: 6

Meeting Date: August 2, 2021

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving C&M Concrete to perform concrete work for the construction of a 5' sidewalk along Lasater Road in an amount not to exceed Fifty-Five Thousand One Hundred Ninety Two Dollars and Fifty Cents (\$55,192.50) as described herein and set forth in Exhibit "A"; authorizing the City Manager to execute any documents necessary; providing for a repealing clause; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The Highland Meadows Subdivision, Phase I, Phase II, and Phase III, abuts Lasater Road. A sidewalk has been constructed along Lasater for the length of Highland Meadows Phase III but has not been constructed for Phases I and II. Funding from the Park Development Fees required in the Seagoville Subdivision Ordinance, Section 23.04.004, is available to construct the sidewalk for Highland Meadows, Phase III.

Staff has requested a quote for the construction of a 5' sidewalk on Lasater Road along the Highland Meadows Addition, Phases I and II, to the end of the existing sidewalk at Highland Meadows, Phase III. Staff has received a quote in the amount of \$55,192.50 from C&M Concrete to construct the 1,338' x 5' x 4" sidewalk.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends the sidewalk be constructed and requests the City Council's approval of the same.

EXHIBITS:

Resolution w/Attachments

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO. -R-2021**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING C&M CONCRETE TO PERFORM CONCRETE WORK FOR THE CONSTRUCTION OF A 5' SIDEWALK ALONG LASATER ROAD IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND ONE HUNDRED NINETY TWO DOLLARS AND FIFTY CENTS (\$55,192.50) AS DESCRIBED HEREIN AND SET FORTH IN EXHIBIT "A"; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Highland Meadows subdivision, Phase I, Phase II, and Phase III, abuts Lasater Road; and,

WHEREAS, a sidewalk has been constructed along Lasater for the length of Highland Meadows Phase III but has not been constructed for Phases I and II; and

WHEREAS, funding from the park development fees required in the Seagoville Subdivision Ordinance, Section 23.04.004, is available to construct the sidewalk for Highland Meadows, Phase III; and

WHEREAS, staff has requested a quote for the construction of a 5' sidewalk on Lasater Road along the Highland Meadows Addition, Phases I and II, to the end of the existing sidewalk at Highland Meadows, Phase III; and,

WHEREAS, staff has received a quote in the amount of \$55,192.50 from C&M Concrete to construct the 1,338' x 5' x 4" sidewalk; and

WHEREAS, staff recommends the sidewalk be constructed and requests the City Council's approval of the same; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City of Seagoville to approve the construction of the sidewalk along Lasater Road as set forth herein in an amount not to exceed Fifty-Five Thousand One Hundred Ninety-Two Dollars and fifty cents (\$55,192.50).

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

SECTION 1. The City Council hereby authorizes C&M Concrete to perform the work for the construction of a 5' sidewalk along Lasater Road from Highland Meadows Addition, Phases I

and II, to the end of the existing sidewalk at Highland Meadows, Phase III, in an amount not to exceed Fifty-Five Thousand One Hundred Ninety Two Dollars and fifty cents (\$55,192.50), as described herein and set forth in Exhibit "A", attached hereto and incorporated herein; and, the City Manager is authorized to execute any documents necessary for the work to be performed.

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 State law and it is accordingly resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas on the 2nd day of August 2021.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(/cdb 07.28.2021)



C&M Concrete Contracting

362 Linkview Dr
Duncanville, TX 75137

Estimate

Date	Estimate #
7/14/2021	DE-4696

Name / Address
Patrick Stalling City Of Seagoville - Patrick Stalling 702 US-175 Frontage Road Seagoville, Texas 75159

Ship To
Lasater

P.O. No.	Project
Sidewalk	

Description	Qty	Rate	Total
1,338' x 5' x 4" sidewalk = 6,690 sq'	6,690	8.25	55,192.50
Total			\$55,192.50

Phone #
9729654781

E-mail
chris@concretepaving.net

Regular Session Agenda Item: 7

Meeting Date: August 2, 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 Patrick Michael, L.P., a Texas Limited Partnership, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties in substantially the form of that attached hereto as exhibit "A"; 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. The SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with Patrick Michael, L.P., a Texas limited partnership ("Company") under the terms and conditions set forth in an Economic Development Incentive Agreement in substantially the form of the 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 Company 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

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

This Economic Development Incentive Agreement (“Agreement”) is made by and between Patrick Michael, L.P., a Texas limited partnership (“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 is currently the lessee, under a three (3) year lease, of the real property and improvements situated thereon located at 207 N. Kaufman Street, Seagoville, Texas 75159 (the “N. Kaufman Property”); and

WHEREAS, Company desires to remodel and equip the N. Kaufman Property and operate thereon a new monogramming and direct-to-garment printing business to be known as Excel Stitch and Print (“Stitch and Print” or “Excel Stitch and Print”), a division of Excel Linen; and

WHEREAS, Company owns and operates Excel Linen, located at 208 and 210 Railroad Avenue (collectively, the “Railroad Property”), as a commercial linen and laundry service providing linen, towel, and mat rental services (“Excel Linen”) and desires to expand that business; and

WHEREAS, Company has advised the SEDC that a contributing factor that would induce Company to open the new Stitch and Print business and to continue and expand operation of Excel Linen and to make the required renovations and equipment purchases and installations would be an agreement by SEDC to provide an economic development grant to Company to defray a portion of the costs of such renovations and equipment; and

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

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

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

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

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

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

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

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

“Company” shall mean Patrick Michael L.P., a Texas limited partnership.

“Completion of Equipment Installation” shall mean (1) that the portion of the Equipment which is identified in Exhibit “A” attached hereto and incorporated herein by this reference has been purchased by Company and installed in the real estate improvements located at 207 N. Kaufman Street, Seagoville, Texas, and (2) that the portion of the Equipment that is identified in Exhibit “B” attached hereto and incorporated herein by reference has been purchased by Company and installed in the real estate improvements located at 208 and 210 Railroad Avenue, Seagoville, Texas.

“Completion of Renovations” shall mean that (1) the Renovations have been substantially completed, (2) a final, permanent certificate of occupancy for the real estate improvements located at 207 N. Kaufman Street has been issued, and (3) Company is open and conducting business during normal business hours for Excel Stitch and Print on the N. Kaufman Property.

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

“Employment Positions” shall mean non-temporary full-time employment positions of the Company which are eligible for employee benefits and are created, maintained and filled at the 207 N. Kaufman location of Stitch and Print and/or the 208 and 210 Railroad Avenue locations of Excel Linen

“Equipment” shall mean (1) the embroidery and printing equipment and supplies, including a Lawson Garment printer and a DEHAO monogrammer, as identified in

Exhibit “A” attached hereto and incorporated herein by reference and (2) the commercial washing machine and dryers, including two 170 lb. gas clothes dryers and one 275 lb. commercial clothes washer, as identified in Exhibit “B” attached hereto and incorporated herein by reference.

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

“Expiration Date” shall mean the fifth (5th) anniversary of the later of Completion of Renovations and Completion of Equipment Installation.

“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 total costs incurred and paid by Company for the Equipment and the Renovations, each as defined herein, not to exceed One Hundred Thousand Dollars (\$100,000.00), to offset a portion of the costs paid and incurred by Company for said Equipment and Renovations, to be paid in one lump sum payment within seventy-five (75) 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.

“N. Kaufman Property” shall mean the real estate and improvements situated thereon located at 207 N. Kaufman Street in the City of Seagoville, Texas.

“Railroad Property” shall mean the real estate and improvements situated thereon located at 208 and 210 Railroad Avenue in the City of Seagoville, Texas.

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

“Renovations” shall mean the remodeling and/or renovation of the real estate improvements located at 207 N. Kaufman Street to provide exterior signage, a functional showroom in the front portion of the building and production and storage areas in the back portion of the building, as indicated on Exhibit “C” attached hereto and incorporated herein by reference.

“Required Use” shall mean (1) with respect to the N. Kaufman Property, Company’s continuous occupancy of the N. Kaufman Property or a similar property located within the Downtown district of the City of Seagoville, Texas and the operation thereon of Excel Linen Stitch and Print as a monogramming and direct-to-garment printing business and (2) with respect to the Railroad Property, Company’s continuous occupancy of the Railroad Property and the operation thereon of Excel Linen as a commercial linen and laundry service providing linen, towel, and mat rental services, all of which shall be open to the public and serving the citizens of the City.

“SEDC” shall mean the Seagoville Economic Development Corporation.

“Stitch and Print” shall mean Excel Stitch and Print, which is the monogramming and direct-to-garment printing business operations located at 207 N. Kaufman Street, Seagoville, Texas and owned and operated by Company.

Article II

Term

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

Article III

Grant

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

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

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

Article IV

Conditions to Grant

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

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

4.2 Completion of Renovations. Completion of the Renovations, as that term is defined herein, shall occur not later than twelve (12) months after the Effective Date of this Agreement and Company shall submit written notice to SEDC within fourteen days thereafter certifying and identifying the date of Completion of Renovations.

4.3 Completion of Equipment Installation. Completion of Equipment Installation, as that term is defined herein, shall occur not later than twelve (12) months after the Effective Date of this Agreement and Company shall submit written notice to SEDC within fourteen days thereafter certifying and identifying the date of Completion of Equipment Installation.

4.4 Required Use. During the term of this Agreement following the later of Completion of Equipment Installation and Completion of Renovations and continuing thereafter until expiration of this Agreement or earlier termination, Company (A) shall continuously own and occupy the Railroad Property and (B) shall continuously lease and occupy the N. Kaufman Property or a similar property located in the Downtown District of the City of Seagoville, Texas, each of which shall not be used during the term of this Agreement for any purpose other than the Required Use for that particular property as set forth herein. 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 later of Completion of Equipment Installation and Completion of Renovations and continuing thereafter until the Expiration Date, Company shall (1) for Excel Linen at the Railroad Property, create, fill and maintain a total of at least three Employment Positions in excess of the number of Employment Positions required under the prior Incentive Agreement between SEDC and Seagoville Holdings, LLC and Company, executed on January 2, 2020 and (2) for Excel Stitch and Print at the N. Kaufman Property or similar property located in the Downtown District of the City of Seagoville, Texas, create, fill and maintain a total of at least two Employment Positions.

4.6 Continuous Lease and/or Ownership. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Railroad Property shall be continuously owned and occupied by the Company and the N. Kaufman Property or a similar property located within the Downtown District of the City of Seagoville, Texas shall be continuously leased or owned and occupied by the Company.

4.7 Capital Investment. Company's Capital Investment for the Equipment and the Renovations as of the later of Completion of Renovations and Completion of Equipment Installation

shall be not less than One Hundred Thousand (\$100,000.00) Dollars. Company shall, not later than fifteen (15) calendar days after the date of the later of Completion of Renovations and Completion of Equipment Installation, 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 Equipment and the Renovations, as reasonably verified by SEDC, is less than One Hundred Thousand (\$100,000.00) Dollars, the Company shall, within thirty (30) days of receipt by Company of written demand by SEDC, pay the SEDC the difference in value between \$100,000.00 and the final total cost of the Renovations and the Equipment as reasonably verified by SEDC.

Article V Termination; Repayment

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

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

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

- (a) due to a breach of the obligation set forth in section 4.2 and/or 4.3 hereof, Company shall immediately refund to the SEDC an amount equal to the value of the Grant received by Company; and/or
- (b) due to a breach of the obligation set forth in section 4.4, 4.5, and/or 4.6 hereof, Company shall immediately refund to the SEDC an amount equal to eighty percent (80%) of the value of the Grant received by Company;

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

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

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

Article VI Miscellaneous

6.1 Conditions Precedent. The obligations of SEDC under this Agreement are subject to and conditioned on the following:

- (i) The City Council of the City of Seagoville, Texas has, by resolution, approved this Incentive Agreement and the related Project; and
- (ii) The sixty (60)-day period provided for under Texas Local Government Code section 505.160 has passed and neither the SEDC nor the City has received a petition from more than ten (10%) percent of the registered voters of the City requesting that an election be held before the funding of the Project as contemplated by this Agreement is undertaken.

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

6.3 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.

6.4 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.

6.5 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.

6.6 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:

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

6.7 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.

6.8 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.

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

6.10 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.

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

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

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

6.14 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.

6.15 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.

6.16 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.

EXECUTED on this _____ day of _____, 2021.

PATRICK MICHAEL, L.P.

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

By: _____
Michael McDaniel, Managing Member

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2019.

Notary Public, State of Texas

My Commission Expires: _____

EXECUTED on this _____ day of _____, 2021.

**SEAGOVILLE ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Patrick Stallings, Executive Director

EXHIBIT A

Intermediate Silk Screen



5110 Penrose Street • St. Louis, MO 63115
 314-382-9300 • 800-325-8317 • Fax 314-382-3012
 E-mail: info@lawsonsp.com • www.lawsonsp.com

St. Louis Headquarters
 314-382-9300

Atlanta Branch
 770-424-3570

QUOTATION/SALES CONTRACT

QUOTE# 19955

DATE: 06/29/21
 ORDER BY: CHRISTOPHER MCDANIEL
 Customer: 1011971
 Excel Linen
 217 N. Kaufman St
 Seagoville, TX 75159

SHIP TO:
 Excel Linen
 208 N. Railroad Ave.
 Seagoville, TX 75159

Slm:00117 Page: 1
 972-287-5058

TERMS: PRIOR TO SHIP SHIP VIA: TRUCK-GENERAL

ITEM#	QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
700-000-7-EA	1	Intermediate Textile Package	13,195.00	13,195.00
		-- HD-Max Kit 6-Color/4-Station With Floor Legs		
		-- Expo-Light #2431 Exposure Unit Bench Model (Optional Floor Legs)		
		-- Super Flash #1616		
		-- M-2 Encore #2408-2 Conveyor Dryer With Jet Air for Increased Production		
		-- Econo-Pro Wash Out Booth		
		-- Textile Tech Training Class		
		-- Start-Up Pro Chemical Kit		
		-- Start-Up Pro Supply Kit		
		-- 24/7/365 Technical Support		
705-240-5-EA	1	Lawson 64 HD-Max Kit Customer Assembly Required)		
710-113-1-EA	1	Lawson Expo-Light #2431		
710-113-9-EA	1	Expo-Light #2431 Packing		
750-113-5-EA	1	M2-Encore #2408 with Jet-Air		
770-210-5-EA	1	Super Flash #1616 (120 Volts)		
770-999-9-EA	1	FLASH PACKING - STANDARD SIZE		
715-200-1-EA	1	Econo Pro-Wash		
715-200-9-EA	1	Econo Pro-Wash Crating		
710-111-1-PR	1	Expo-Light #2431 Floor Stand	255.00	255.00
705-270-1-EA	1	HD-Max Assembly	500.00	500.00
700-001-1-PK	1	Textile Supply Package #101	.00	.00
112-1550-1G	1	DI-1550 LB Plus White		
112-200-1G	1	DI-200 RFU Black		
112-4000-QT	1	DI-400 LB Bright Orange		

Priced F.O.B. Point of Origin
 Sales Tax is Additional, where required
 *Acceptance of forgoing Quotation/Sales Contract is subject to Lawson's Terms & Condition of Sale Freight is additional

PRODUCT TOTAL \$

*Accepted By: _____ Title: _____ Date: _____
 Print Name: _____

IMPORTANT: Return contract with deposit to LAWSON

NOTE: No oral agreements, guarantees, promises, representations or warranties other than those herein stated will be binding. Purchaser agrees Lawson will not be liable for any consequential damages incurred for any reason. Purchaser agrees to the Terms and Conditions of Sale shown on reverse side. Purchaser agrees to be liable for all legal fees and collection costs if this account is placed for collection. Purchaser agrees to pay a monthly service charge of one and one-half (1.5%) on all delinquent amounts due to Lawson. See back side for additional terms and conditions.



LAWSON
SCREEN & DIGITAL PRODUCTS, INC.

5110 Penrose Street • St. Louis, MO 63115
314-382-9300 • 800-325-8317 • Fax 314-382-3012
E-mail: info@lawsonsp.com • www.lawsonsp.com

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770-424-3570

QUOTATION/SALES CONTRACT

QUOTE# 19955

DATE: 06/29/21
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Customer: 1011971
Excel Linen
217 N. Kaufman St
Seagoville, TX 75159

SHIP TO:
Excel Linen
208 N. Railroad Ave.
Seagoville, TX 75159

Slm:00117 Page: 2
972-287-5058

TERMS: PRIOR TO SHIP SHIP VIA: TRUCK-GENERAL

ITEM#	QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
112-51400-QT	1	DI-5140 LB Rojo Red		
112-9020-QT	1	DI-902 LB Light Gold		
112-704-QT	1	DI-704 RFU Royal Blue		
112-808-QT	1	DI-808 RFU Forest Green		
100-100-1G	1	WOW-100/MSB-100 Clear Softhand Extender		
110-004-QT	1	Reducer #4/Thinner DT		
400-525-1-PK	1	Hardwood Spatulas Bundle of 10		
352-110-7-EA	3	20 x 24 Alum Frame - 110 Mesh		
352-160-7-EA	2	20x24 Alum Frame-158/160 Mesh		
352-180-7-EA	1	20 x 24 Alum Frame - 180 Mesh		
195-7751-1G	1	MD-100 Mesh Degreaser		
195-7111-1G	1	SR-45 Conct. Stencil Remover		
195-8120-1G	1	PW-305 Universal Press Wash		
195-8141-QT	1	ID-360 Ink & Stain Remover		
401-015-1-EA	1	15" Emulsion Coater		
205-105-4-QT	1	Lawson SBQ-501 Ultra-Fast Blue Textile Emulsion		
195-782-QT	1	LSP Red-Coat Blockout		
400-205-1-EA	5	4" Squeegee Card		
400-200-2-RL	1	Blue Blockout Tape 2" X 36 YD		
400-312-1-EA	1	Pro-Spray Clog-Buster Consumer Commodity ORM-D 02446		
400-305-3-EA	1	Tex-Tite #1 Mist Spray Consumer Commodity ORM-D 14052		
400-306-3-EA	1	Tex-Tite #2 Web Spray Consumer Commodity ORM-D 14116		
400-307-3-EA	1	Tex-Tite #3 Flash Spray		

Priced F.O.B. Point of Origin
Sales Tax is Additional, where required
*Acceptance of forgoing Quotation/Sales Contract is subject to Lawson's Terms & Condition of Sale Freight is additional

PRODUCT TOTAL \$

*Accepted By: _____ Title: _____ Date: _____
Print Name: _____

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DTG Printer



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QUOTATION/SALES CONTRACT

QUOTE# 19954

DATE: 06/29/21 Sim:00117 Page: 1
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 Customer: 1011971
 Excel Linen Excel Linen
 217 N. Kaufman St 208 N. Railroad Ave.

 Seagoville, TX 75159 Seagoville, TX 75159

 TERMS: PRIOR TO SHIP SHIP VIA: TRUCK-GENERAL

ITEM#	QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
497-100-13-EA	1	Epson F-2100/WE DTG Printer Special Rebate Expires 7/31/21 - White + CMYK with Highlight White - Max Print Area: 16" x 20" - Minimal, Self-Cleaning Maintenance - Photo-Realistic Resolution - Adjustable Print Head - PC or Mac Compatible - Plug-n-Play: No Technician Required - Epson Starter Inks (inside box) - 120 Volts; Standard Plug-In Wiring - 1 Year Free Parts AND Labor Warranty - Optional Extended Warranty - Free Training at our St. Louis or Atlanta Facility. - Price Reflects All Rebates & Are Valid Through the End of the Month	14,995.00	14,995.00
497-101-8-EA	1	Epson DTG Floor Stand - Floor Stand for the Epson DTG Printers - Locking Casters - Hinged Side Door - Inside Shelf	695.00	695.00
497-103-5-EA	2	Epson DTG DG White 600ml Ink Cart. #T725A	230.00	460.00
497-101-2-EA	1	Epson DTG Head Clean Set #C13C092001	109.00	109.00
716-109-1-EA	1	GEO KNIGHT 16"x20" SWINGER HEAT TRANSFER PRESS DK20S	1,750.00	1,750.00

Priced F.O.B. Point of Origin **PRODUCT TOTAL \$**
 Sales Tax is Additional, where required
 *Acceptance of forgoing Quotation/Sales Contract is subject to Lawson's Terms & Condition of Sale Freight is additional

*Accepted By: _____ Title: _____ Date: _____
 Print Name: _____ **IMPORTANT: Return contract with deposit to LAWSON**

NOTE: No oral agreements, guarantees, promises, representations or warranties other than those herein stated will be binding. Purchaser agrees Lawson will not be liable for any consequential damages incurred for any reason. Purchases agrees to the Terms and Conditions of Sale shown on reverse side. Purchaser agrees to be liable for all legal fees and collection costs if this account is placed for collection. Purchaser agrees to pay a monthly service charge of one and one-half (1.5%) on all delinquent amounts due to Lawson. See back side for additional terms and conditions.



5110 Penrose Street • St. Louis, MO 63115
 314-382-9300 • 800-325-8317 • Fax 314-382-3012
 E-mail: info@lawsonsp.com • www.lawsonsp.com

St. Louis Headquarters
 314-382-9300

Atlanta Branch
 770-424-3570

QUOTATION/SALES CONTRACT

QUOTE# 19954

DATE: 06/29/21
 ORDER BY: CHRISTOPOER MCDANIEL
 Customer: 1011971
 Excel Linen
 217 N. Kaufman St
 Seagoville, TX 75159

SHIP TO:
 Excel Linen
 208 N. Railroad Ave.
 Seagoville, TX 75159

Slm:00117 Page: 2
 972-287-5058

TERMS: PRIOR TO SHIP SHIP VIA: TRUCK-GENERAL

ITEM#	QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
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716-104-1-EA	1	DK Universal Stand with Caster Shipping cost will still need to be determined and paid for at the time of shipping. By Credit Card.	365.00	365.00
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100% Deposit with Order
 Est. Build Time: 3 - 4 WEEKS (FRO) Frt. Terms: PREPAY & ADD

Priced F.O.B. Point of Origin
 Sales Tax is Additional, where required
 *Acceptance of forgoing Quotation/Sales Contract is subject to Lawson's Terms & Condition of Sale Freight is additional

PRODUCT TOTAL \$ 18,374.00

*Accepted By: _____ Title: _____ Date: _____
 Print Name: _____ **IMPORTANT: Return contract with deposit to LAWSON**

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 314-382-9300

Atlanta Branch
 770-424-3570

QUOTATION/SALES CONTRACT

QUOTE# 19955

DATE: 06/29/21	Slm:00117	Page: 3
ORDER BY: CHRISTOPHER MCDANIEL	SHIP TO:	
Customer: 1011971	Excel Linen	
Excel Linen	208 N. Railroad Ave.	
217 N. Kaufman St	Seagoville, TX 75159	
Seagoville, TX 75159	Seagoville, TX 75159	
TERMS: PRIOR TO SHIP	SHIP VIA: TRUCK-GENERAL	

ITEM#	QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
405-314-7-EA	6	Consumer Commodity ORM-D 12937		
400-657-0-PK	1	14" Hand Squeegee--70D		
400-100-5-PK	2	Pellons 14" X 16" Combo Pack (50 White/50 Black)		
650-110-2-EA	1	Thermo-Tels #5 (290F-330F)		
500-135-5-EA	3	Garmet Printing Made Easy (Booklet)		
700-003-1-PK	3	Flat Scrub Brush-Soft/Med Grit (Teal Pad/ Welded)		
352-110-7-EA	1	Supply/Chemical Pkg Upgrade	849.00	849.00
352-125-7-EA	3	20 x 24 Alum Frame - 110 Mesh		
352-160-7-EA	3	20 x 24 Alum Frame - 125 Mesh		
352-180-7-EA	2	20x24 Alum Frame-158/160 Mesh		
500-310-2-EA	2	20 x 24 Alum Frame - 180 Mesh		
495-712-3-RL	1	18" Aluminum T-Square		
400-312-1-EA	1	Multi-Color Screen Regist Tape 16" x 100 Yards		
400-305-3-EA	2	Pro-Spray Clog-Buster		
400-306-3-EA	2	Consumer Commodity ORM-D 02446		
400-307-3-EA	2	Tex-Tite #1 Mist Spray		
400-599-6-RL	2	Consumer Commodity ORM-D 14052		
200-290-QT	2	Tex-Tite #2 Web Spray		
	2	Consumer Commodity ORM-D 14116		
	2	Tex-Tite #3 Flash Spray		
	1	Consumer Commodity ORM-D 12937		
	1	Application - Platen Tape #16 (16" x 100 yd Roll)		
	1	Lawson Pro-Tac Platen Adhesive		

Priced F.O.B. Point of Origin PRODUCT TOTAL \$
 Sales Tax is Additional, where required
 *Acceptance of forgoing Quotation/Sales Contract is subject to Lawson's Terms & Condition of Sale Freight is additional

*Accepted By: _____ Title: _____ Date: _____
 Print Name: _____ **IMPORTANT: Return contract with deposit to LAWSON**

NOTE: No oral agreements, guarantees, promises, representations or warranties other than those herein stated will be binding. Purchaser agrees Lawson will not be liable for any consequential damages incurred for any reason. Purchaser agrees to the Terms and Conditions of Sale shown on reverse side. Purchaser agrees to be liable for all legal fees and collection costs if this account is placed for collection. Purchaser agrees to pay a monthly service charge of one and one-half (1.5%) on all delinquent amounts due to Lawson. See back side for additional terms and conditions.



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St. Louis Headquarters
 314-382-9300

Atlanta Branch
 770-424-3570

QUOTATION/SALES CONTRACT

QUOTE# 19955

DATE: 06/29/21
 ORDER BY: CHRISTOPHER MCDANIEL
 Customer: 1011971
 Excel Linen
 217 N. Kaufman St
 Seagoville, TX 75159

SHIP TO:
 Excel Linen
 208 N. Railroad Ave.
 Seagoville, TX 75159

Slm:00117 Page: 4
 972-287-5058

TERMS: PRIOR TO SHIP SHIP VIA: TRUCK-GENERAL

ITEM#	QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
400-658-03-BX	1	Screen Print Tubes Asstd Lt 22"L Approx 10 lbs		
400-206-1-EA	4	Goop Scoop Scraper		
400-529-0-EA	1	Lid-Off Nylon Pail Opener Orng (7-7/8" long)		
400-205-2-BX	1	The Ultimate Ink Cleaning Card (1500 Per Box)		
355-277-3-RL	2	Split Tape 3 x 60 yd Roll		
400-416-6-RL	1	Tork 520 Wiper Maxi Grey Roll		
205-105-1-1G	1	Lawson SBQ-501 Ultra-Fast Blue Textile Emulsion		
400-540-2-EA	4	Quart Chemical Bottle - Square Untreated		
400-541-1-EA	4	Spray Bottle Head Trigger 28-400 Blue/White		
405-305-7-EA	1	5" Hand Squeegee--70D		
405-312-7-EA	1	12" Hand Squeegee -- 70 D		
400-590-1-EA	1	6" Spatula		
600-001-1-EA	2	Textile Tech Seminar Introductory Class - One Day	.00	.00
Shipping cost will still need to be determined and paid for at the time of shipping. By Credit Card.				
30% DEPOSIT, BALANCE PRIOR TO SHIPMENT Est. Build Time: 4 - 6 WEEKS (FRO) Frt. Terms: PREPAY & ADD				

Priced F.O.B. Point of Origin
 Sales Tax is Additional, where required
 *Acceptance of forgoing Quotation/Sales Contract is subject to Lawson's Terms & Condition of Sale Freight is additional

PRODUCT TOTAL \$ 14,799.00

*Accepted By: _____ Title: _____ Date: _____
 Print Name: _____

IMPORTANT: Return contract with deposit to LAWSON

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EXHIBIT B

SALES QUOTE



AAdvantage Laundry Systems
 2510 National Drive
 Garland, TX 75041
 Phone: (800) 880-2138
 www.aadvantagelaundry.com
 Salesperson E-mail:
 jzimmerman@scott-equipment.com

Date: 6/10/2021 **SQ153450**
Requested By: BRENDA GONZALEZ
Phone: 972-287-5058 **Mobile Phone:**
Billing Terms: Payment 0 days after invoice date
Salesperson: Janis Zimmerman
Customer Ref:
Expiration: 7/10/2021 **Page 1 / 2**

Bill-To: EXC002
 EXCEL LINEN
 BRENDA GONZALEZ
 208 N RAILROAD AVE
 SEAGOVILLE, TX 75159

Ship-To:
 EXCEL LINEN
 BRENDA GONZALEZ
 208 N RAILROAD AVE
 SEAGOVILLE, TX 75159
 972-287-5058

B&C DE-170 DRYER, REVERSING, GAS HEATED, MANUAL TIMERS

Product No.	Description	Quantity	Net Unit Price	Extended Price
DE-170-036	B&C 170 LB GAS DRYER, MANUAL DUAL CONTROL, 480V	2 EA	13,814.00	27,628.00
SRV-MISCCHRG	PIPE SUPPRESSION	2 EA	335.00	670.00
SAL-FREIGHT	Sales-Freight in from factory	1 EA	750.00	750.00
INS-IND	Install-Industrial Installation-Delivery New Dryer	1 EA	1,000.00	1,000.00
INSTALLATION INCLUDES THE FOLLOWING: DELIVERY OF NEW DRYER TO CUSTOMER LOCATION, SETTING IN PLACE IN LAUNDRY AREA THROUGH PROPERLY SIZED DOORS AND HALLWAYS, CONNECTION TO CUSTOMER PROVIDED FINISHED UTILITIES PROVIDED WITHIN 3 FEET OF EQUIPMENT LOCATION. START UP, OPERATIONAL CHECKOUT, TRAINING OF PERSONNEL IN CARE AND OPERATION. REMOVAL OF DEFECTIVE/OLD DRYER INCLUDED IF REQUIRED. B&C Dryer Parts Warranty 3 YEARS ON ALL PARTS Terms-20% Order, 70% Delivery, 10% Equipment Start TERMS: 20% DEPOSIT WITH ORDER 70% WHEN EQUIPMENT IS DELIVERED TO LOCATION 10% DUE UPON START UP OF EQUIPMENT CUSTOMERS INITIALS: _____				
			Subtotal	30,048.00
			Total Tax	0.00
			Total	\$30,048.00

CUSTOMER ACKNOWLEDGMENT:

Buyer: _____
 Phone: _____
 Email: _____
 Description: _____

Signature: _____
 Name of Authorized Signature: _____
 Date: _____

Credit terms are subject to change based on credit approval

* All goods are sold FOB-Factory, except if otherwise specified and are subject to the EQUIPMENT-TERMS AND CONDITIONS OF SALE on the following page

SALES QUOTE



AAdvantage Laundry Systems
 2510 National Drive
 Garland, TX 75041
 Phone: (800) 880-2138
 www.aadvantagelaundry.com
 Salesperson E-mail:
 jzimmerman@scott-equipment.com

Date: 6/10/2021 **SQ150132**
Requested By: CHRIS MCDANIEL
Phone: 972-287-5058 **Mobile Phone:** 469-988-0125
Billing Terms: Payment 0 days after invoice date
Salesperson: Janis Zimmerman
Customer Ref:
Expiration: 6/29/2021 **Page 1 / 2**

Bill-To: EXC002
 EXCEL LINEN
 CHRIS MCDANIEL
 208 N RAILROAD AVE
 SEAGOVILLE, TX 75159

Ship-To:
 EXCEL LINEN
 CHRIS MCDANIEL
 208 N RAILROAD AVE
 SEAGOVILLE, TX 75159

Product No.	Description	Quantity	Net Unit Price	Extended Price
BMC-SI-275-015	SOFT FRONT 275# NO TILT, 208/240	1 EA	55,492.00	55,492.00
9999	DOWN DRAIN	1 EA	0.00	0.00
9999	STC-M	1 EA	0.00	0.00
SAL-SHIPHAND	Sales-Shipping and Handling	1 EA	3,250.00	3,250.00
INS-IND	Install-Industrial	1 EA	7,000.00	7,000.00

Installation-Delivery/Removal of Equipment
 INSTALLATION INCLUDES THE FOLLOWING:
 DELIVERY OF EQUIPMENT TO CUSTOMER LOCATION, REMOVAL OF DEFECTIVE EQUIPMENT IF NECESSARY. SETTING IN PLACE IN LAUNDRY AREA THROUGH PROPERLY SIZED DOORS AND HALLWAYS. ANCHOR, LEVEL AND GROUT WASHER-EXTRACTOR, LEVEL DRYER. CONNECTION OF ALL EQUIPMENT TO CUSTOMER PROVIDED UTILITIES, LOCATED WITHIN 3 FEET OF EQUIPMENT LOCATION. START UP, OPERATIONAL CHECKOUT, TRAINING OF PERSONNEL IN CARE AND OPERATION.

WARRANTY: 12 MONTHS/2000 HOURS (consumables are not included). WARRANTY COMMENCED UPON START UP OR 10 DAYS AFTER DELIVERY TO CUSTOMER.
 Terms-20% Order, 70% Delivery, 10% Equipment Start
 TERMS:
 20% DEPOSIT WITH ORDER
 70% WHEN EQUIPMENT IS DELIVERED TO LOCATION
 10% DUE UPON START UP OF EQUIPMENT

CUSTOMERS INITIALS: _____

Subtotal 85,742.00
Total Tax 0.00
Total 85,742.00

CUSTOMER ACKNOWLEDGMENT:

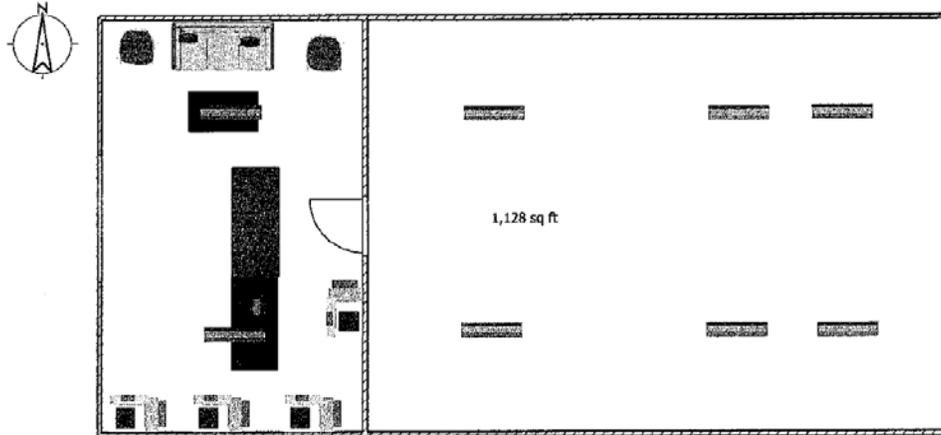
Buyer: _____
 Phone: _____
 Email: _____
 Description: _____

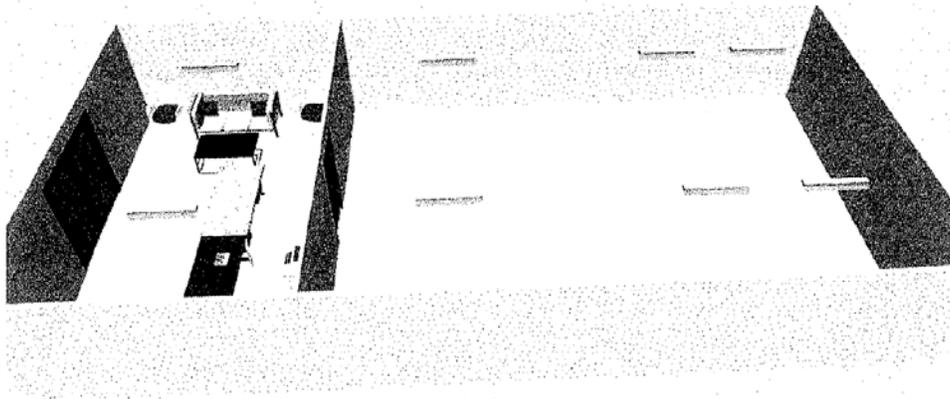
Signature: _____
 Name of Authorized Signature: _____
 Date: _____

Credit terms are subject to change based on credit approval

* All goods are sold FOB-Factory, except if otherwise specified and are subject to the EQUIPMENT-TERMS AND CONDITIONS OF SALE on the following page

EXHIBIT C





Regular Session Agenda Item: 8

Meeting Date: August 2, 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: 9

Meeting Date: August 2, 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

Executive Session Agenda Item: 10

Meeting Date: August 2, 2021

ITEM DESCRIPTION:

Recess into Executive Session

Council will recess into executive session pursuant to Texas Government Code:

- A. § 551.071(2) Consultation with Attorney, to seek legal advice of its attorney on legal issues arising from Dallas ISD requests regarding traffic regulation in school zones.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 11

Meeting Date: August 2, 2021

ITEM DESCRIPTION:

Reconvene into Regular Session

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

- A. § 551.071(2) Consultation with Attorney, to seek legal advice of its attorney on legal issues arising from Dallas ISD requests regarding traffic regulation in school zones.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A