



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA  
MONDAY, NOVEMBER 1, 2021**

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

**WORK SESSION – 6:30 P.M.**

**Call to Order**

- A. Discuss regular session agenda items**

**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 October 18, 2021 (City Secretary)**
- 2. Consider approving second amendment to City Manager Employment Agreement (City Manager)**

**REGULAR AGENDA-**

- 3. Conduct a Public Hearing Under Texas Tax Code Section 311.003 with regard to the concept of tax increment financing and the proposed boundaries and creation of a Tax Increment Reinvestment Zone and the inclusion therein of approximately 555.25 acres of land generally located south of Highway 175, being wholly located within the corporate limits and extraterritorial jurisdiction of the City of Seagoville, the boundaries of which are depicted on a map which is available for public inspection in the Office of the City Secretary and at the hearing (City Attorney)**
  
- 4. Discuss and consider approving an Ordinance of the City Council of the City of Seagoville, Texas, designating a geographic area within the City as a Tax Increment Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number One, City of Seagoville, Texas; describing the boundaries of the zone; creating a Board of Directors for the zone and appointing members of the board; establishing a Tax Increment Fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; providing that the zone take effect immediately upon passage of the Ordinance; providing a severability clause; and providing an effective date (City Attorney)**
  
- 5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Pre-Development and Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas, and W Land Development Management, LLC, a Texas Limited Liability Company; and providing for an effective date (City Attorney)**
  
- 6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing acquisition of a fifty (50) foot wide Wastewater Easement and Temporary Construction Easement for approximately 1.963 acres out of an approximately 117.23 acre tract 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 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)**

**7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing acquisition of a thirty-five (35') foot-wide Wastewater Easement and an overlapping fifty (50') foot wide Temporary Construction Easement out of a tract of land situated in the Herman Heider Survey, Abstract No. 541, Dallas County, and being part of that tract of land described by warranty deed to Manuel Salazar and Lorena Salazar, recorded in volume 2005028, page 5863 of the official public records of Dallas County, Texas and being a part of Lot 1, replat of Nabors Subdivision, an addition to the City of Seagoville, recorded in Volume 93051, page 1956, and further being more particularly described and depicted in Exhibit "A" hereto; from Manuel Salazar and Lorena Salazar for the purchase price of \$5,573.00; authorizing the City Manager to purchase the easement and authorizing the City Manager 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)**

**8. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to submit to the Office of the Governor, Criminal Justice Division the City's application for Grant Number 4220001 titled, De-escalation and Use of Force Training Simulator and to accept, reject, alter or terminate said grant on behalf of the City; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date (Police Chief)**

**9. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving V&K Construction, LLC to perform work to replace floor tile in one (1) mens and one (1) womens restroom at Seagoville City Hall in an amount not to exceed Nine Thousand Two Hundred Dollars (\$9,200.00) 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)**

**10. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide asphalt road work on West Malloy Bridge Road for compensation in an amount not to exceed One Hundred Eighty Four Thousand Four Hundred Thirty Two Dollars and No Cents (\$184,432.00) as set forth in Exhibit "A", attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Public Works Director)**

**11. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving and ratifying the City Manager's action approving Project No. CH210107 under the City's contract with Anderson Asphalt & Concrete Paving, LLC in an amount not to exceed Fourteen Thousand Four Hundred Dollars (\$14,400.00) for reconstruction to Elmo Street; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Public Works Director)**

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

**13. 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.

**14. Recess into Executive Session**

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

- A. § 551.071. Consultation with City Attorney: receive legal advice related to Public Safety Requirements regarding LaPulga Seagoville.**
- B. § 551.071. Consultation with City Attorney: receive legal advice related to Multi-Family Licensing and Inspection**

**15. Reconvene Into Regular Session**

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

- A. § 551.071. Consultation with City Attorney: receive legal advice related to Public Safety Requirements regarding LaPulga Seagoville.**
- B. § 551.071. Consultation with City Attorney: receive legal advice related to Multi-Family Licensing and Inspection.**

**16. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 11, “Health and Sanitation”, by adding a new Article 11.05 “Multi-Family Licensing and Inspection”; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date (Mayor Pro Tem Fruin)**

**Adjourn**

Posted Thursday, October 28, 2021 by 5:00 P.M.

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



## *Consent Session Agenda Item: 1*

**Meeting Date: November 1, 2021**

**ITEM DESCRIPTION:**

Consider approving City Council Meeting minutes for October 18, 2021.

**BACKGROUND OF ISSUE:**

Approve City Council Meeting minutes for October 18, 2021.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

October 18, 2021 Work Session Meeting Minutes  
October 18, 2021 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL  
WORK SESSION  
OCTOBER 18, 2021**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, October 18, 2021, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

Dennis Childress	Mayor
Mike Fruin	Mayor Pro Tem
Jose Hernandez	Councilmember Arrived at 6:31 p.m.
Rick Howard	Councilmember
Harold Magill	Councilmember
Jon Epps	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Finance Director Gail French, Public Works Director Chris Ryan, Police Support Services Manager Christine Wirth, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**A. Discuss Regular Session Agenda Items**

**2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the City Manager to enter into a Service Agreement with Motorola Solutions (“Motorola”) approving the terms and conditions of the Agreement between the City of Seagoville and Motorola which is attached hereto as Exhibit “A”; repealing all Resolutions in conflict; providing an effective date – Annual Agreement (Police Support Services Manager)**

*Police Support Services Manager Wirth explained this Resolution authorizes City Manager to enter into a Service Agreement with Motorola Solutions (“Motorola”) approving the terms and conditions of the Agreement between the City of Seagoville and Motorola.*

**3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to enter into an Annual Agreement (also referred to as the Work Order) attached hereto as Exhibit “A” with the City of Garland, Texas (“Garland”) in accordance with and governed by the Master Interlocal Radio Service Agreement between the City of Seagoville and Garland; repealing all Resolutions in conflict; providing an effective date – Annual Agreement (Police Support Services Manager)**

*Police Support Services Manager Wirth explained this Resolution authorizes the City Manager to enter into an Annual Agreement (also referred to as the Work Order) attached hereto as Exhibit “A” with the City of Garland, Texas (“Garland”) in accordance with and governed by the Master Interlocal Radio Service Agreement between the City of Seagoville and Garland. She also stated this allows the City of Seagoville discounted rates for Motorola equipment.*

**4. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Services on a Task Order Basis for Assistance with the City’s Storm Water Management Plan as set forth in Exhibit “A” and Task Order Authorization No. 1, which is attached thereto as Exhibit “A”, in an amount to exceed Sixty Six Thousand Three Hundred Sixty Dollars and Zero Cents (\$66,360.00); authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date – Annual Agreement (Public Works Director)**

*Halff Associates, Inc., Vice President Tim Lackey explained this Resolution approves an Agreement for Professional Services on a Task Order Basis for Assistance with the City’s Storm Water Management Plan as set forth in Exhibit “A” and Task Order Authorization No. 1, which is attached thereto as Exhibit “A”, in an amount to exceed Sixty Six Thousand Three Hundred Sixty Dollars and Zero Cents (\$66,360.00).*

**5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Task Order Basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit “A”, and Exhibit “A” attached thereto, in an amount not to exceed Sixty Thousand Dollars (\$60,000); authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date – Annual Agreement (Public Works Director)**

*Halff Associates, Inc., Vice President Tim Lackey explained this Resolution approves an Agreement for Professional Engineering Services on a Task Order Basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit “A”, and Exhibit “A” attached thereto, in an amount not to exceed Sixty Thousand Dollars (\$60,000); authorizing the City Manager to execute said Agreement.*

**6. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Defined Scope of Services Basis ("Agreement") with Halff Associates, Inc. for Engineering Services related to Development Plan Review Assistance, which is attached hereto as Exhibit "A", in an amount not to exceed \$39,500.00; authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date – Annual Agreement (Community Development Director)**

*Halff Associates, Inc., Vice President Tim Lackey explained this Resolution approves an Agreement for Professional Engineering Services on a Defined Scope of Services Basis ("Agreement") with Halff Associates, Inc. for Engineering Services related to Development Plan Review Assistance, which is attached hereto as Exhibit "A", in an amount not to exceed \$39,500.00; authorizing the City Manager to execute said Agreement.*

**7. 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 GG Texas, LLC as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)**

*City Manager Stallings stated this is the First Reading of a Resolution that approves the Economic Development Project between the Seagoville Economic Development Corporation and GG Texas, LLC as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties.*

**8. Discuss and consider the Chamber of Commerce hosting a street dance on Kaufman St. in November, 2021 (Chamber of Commerce)**

*City Manager Stallings stated this item will be discussed in Regular Session.*

**9. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a five-year Professional Services Agreement with OpenGov, Inc., a Delaware for Profit Corporation, providing for a one-time professional services charge of \$120,125.00 in year one and an annual software services fee of \$79,867.00 and authorizing the City Manager to execute the Agreement and any other related and necessary documents and to disburse the funds required therefor; providing a severability clause; providing a repealing clause; and providing an effective date (Finance Director)**

*Finance Director French explained this Resolution approves a five-year Professional Services Agreement with OpenGov, Inc., a Delaware for Profit Corporation, providing for a one-time professional services charge of \$120,125.00 in year one and an annual software services fee of \$79,867.00 and authorizing the City Manager to execute the Agreement and any other related and necessary documents and to disburse the funds required therefor.*

**10. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Pre-Development and Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas, and TCCI Taylor Farms 2021 LLC; and providing for an effective date (City Attorney)**

*City Attorney Thomas explained the Reimbursement Agreement by and between the City of Seagoville, Texas and TCCI Taylor Farms 2021 LLC. She also stated this begins with Twenty Thousand Dollars (\$20,000.00) and is replenished when it reaches Five Thousand Dollars (\$5,000.00).*

**11. Discuss and consider approving an Ordinance of the City of Seagoville, Texas providing for "all way stop sign" to be installed at the intersection of Hall Road and Judy Lane; authorizing the City Manager or designee to cause the appropriate signage to be erected; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; providing for publication; and providing an effective date (Councilmember Hernandez)**

*Councilmember Hernandez explained this Ordinance provides for "all way stop sign" to be installed at the intersection of Hall Road and Judy Lane; authorizing the City Manager or designee to cause the appropriate signage to be erected; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense.*

**12. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances, Chapter 13, Offenses and Nuisances, by adding a new Article 13.12 "Landscape Maintenance on Commercial Property"; providing for the repeal of all ordinances in conflict; providing a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2000.00) for each offense; and providing an effective date (Councilmember Hernandez)**

*Councilmember Hernandez stated this Ordinance approves an amendment to the Code of Ordinances, Chapter 13, Offenses and Nuisances, by adding a new Article 13.12 “Landscape Maintenance on Commercial Property”; providing for the repeal of all ordinances in conflict; providing a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2000.00) for each offense.*

*City Manager Stallings stated Code Enforcement has already contacted some businesses and has received compliance.*

**13. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances, Chapter 11, Health and Sanitation”, Article 11.03, “Unsanitary or Unsightly Conditions on Private Premises”, by amending Section 11.03.003 “Weeds, Grass and Brush”; providing for the repeal of all Ordinances in conflict; providing a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Councilmember Howard)**

*Councilmember Howard explained this Ordinance amends the Code of Ordinances, Chapter 11, Health and Sanitation”, Article 11.03, “Unsanitary or Unsightly Conditions on Private Premises”, by amending Section 11.03.003 “Weeds, Grass and Brush”; providing for the repeal of all Ordinances in conflict; providing a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.*

**14. 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 GG Texas, LLC as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)**

*City Manager Stallings explained this is just the second reading for the GG Texas, LLC Resolution.*

**15. Discuss and consider approving a Resolution of the City Council ratifying and approving the Seagoville Economic Development Corporations expenditure of \$22,000.00 to Monster Splash Art for the installation of a wooden wall and the painting thereon of said mural as described and depicted in Exhibit “A” hereto and authorizing the City Manager/Executive Director to disburse said funds and execute any necessary documents for the project; providing for a severability clause; and providing an effective date (City Manager)**

*City Manager Stallings explained this Resolution approves the Seagoville Economic Development Corporations expenditure of \$22,000.00 to Monster Splash Art for the installation of a wooden wall and the painting thereon of said mural as described and depicted in Exhibit "A" hereto and authorizing the City Manager/Executive Director to disburse said funds and execute any necessary documents for the project. He also stated this is funded through sales taxes not property taxes.*

**B. Receive an update concerning SEDC projects**

*City Manager Stallings provided an update concerning SEDC projects.*

**C. Receive an update concerning Lakey Rd. project**

*City Manager Stallings provided an update concerning Lakey Rd. project.*

**D. Receive an update concerning Criminal Justice Division Grant**

*Police Chief Calverley provided an update concerning Criminal Justice Division Grant. He stated we were awarded the Criminal Justice Division Grant.*

**Adjourned at 7:12 p.m.**

**APPROVED:**

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

**ATTEST:**

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



**MINUTES OF CITY COUNCIL  
REGULAR SESSION  
OCTOBER 18, 2021**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:21 p.m. on Monday, October 18, 2021, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

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

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

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

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

**Mayor’s Report** – *None.*

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

*None.*

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

- 1. Consider approving City Council Meeting minutes for October 4, 2021 (City Secretary)**
- 2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the City Manager to enter into a Service Agreement with Motorola Solutions (“Motorola”) approving the terms and conditions of the Agreement between the City of Seagoville and Motorola which is attached hereto as Exhibit “A”; repealing all Resolutions in conflict; providing an effective date – Annual Agreement (Police Support Services Manager)**

**3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to enter into an Annual Agreement (also referred to as the Work Order) attached hereto as Exhibit "A" with the City of Garland, Texas ("Garland") in accordance with and governed by the Master Interlocal Radio Service Agreement between the City of Seagoville and Garland; repealing all Resolutions in conflict; providing an effective date – Annual Agreement (Police Support Services Manager)**

**4. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Services on a Task Order Basis for Assistance with the City's Storm Water Management Plan as set forth in Exhibit "A" and Task Order Authorization No. 1, which is attached thereto as Exhibit "A", in an amount to exceed Sixty Six Thousand Three Hundred Sixty Dollars and Zero Cents (\$66,360.00); authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date – Annual Agreement (Public Works Director)**

**5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Task Order Basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit "A", and Exhibit "A" attached thereto, in an amount not to exceed Sixty Thousand Dollars (\$60,000); authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date – Annual Agreement (Public Works Director)**

**6. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Defined Scope of Services Basis ("Agreement") with Halff Associates, Inc. for Engineering Services related to Development Plan Review Assistance, which is attached hereto as Exhibit "A", in an amount not to exceed \$39,500.00; authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date – Annual Agreement (Community Development Director)**

*Motion to approve Consent Agenda as read – Magill, seconded by Fruin; motion passed with all ayes. 5/0*

**REGULAR AGENDA-**

**7. 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 GG Texas, LLC as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)**

*Mayor Childress conducted the 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 GG Texas, LLC as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date.*

**8. Discuss and consider the Chamber of Commerce hosting a street dance on Kaufman St. in November, 2021 (Chamber of Commerce)**

*Chamber of Commerce Managing Director Ritha Edwards stated the Chamber of Commerce would like to hold a street dance on Kaufman Street the first week of November, 2021. She stated the Chamber of Commerce would be picking up this event that was first conducted by Billy Chasteen and the Chamber of Commerce would like to make it an annual event. She also stated the Chamber of Commerce would start small and then continue to grow the event in future years.*

*After some discussion, a motion to approve the Chamber of Commerce hosting a street dance on Kaufman St. in November, 2021 with the City of Seagoville partnering to help with the needs to conduct the event – Fruin, seconded by Epps; motion passed with all ayes. 5/0*

**9. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a five-year Professional Services Agreement with OpenGov, Inc., a Delaware for Profit Corporation, providing for a one-time professional services charge of \$120,125.00 in year one and an annual software services fee of \$79,867.00 and authorizing the City Manager to execute the Agreement and any other related and necessary documents and to disburse the funds required therefor; providing a severability clause; providing a repealing clause; and providing an effective date (Finance Director)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving a five-year Professional Services Agreement with OpenGov, Inc., a Delaware for Profit Corporation, providing for a one-time professional services charge of \$120,125.00 in year one and an annual software services fee of \$79,867.00 and authorizing the City Manager to execute the Agreement and any other related and necessary documents and to disburse the funds required therefor; providing a severability clause; providing a repealing clause; and providing an effective date – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**10. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving a Pre-Development and Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas, and TCCI Taylor Farms 2021 LLC; and providing for an effective date (City Attorney)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving a Pre-Development and Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas, and TCCI Taylor Farms 2021 LLC; and providing for an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 5/0*

**11. Discuss and consider approving an Ordinance of the City of Seagoville, Texas providing for "all way stop sign" to be installed at the intersection of Hall Road and Judy Lane; authorizing the City Manager or designee to cause the appropriate signage to be erected; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; providing for publication; and providing an effective date (Councilmember Hernandez)**

*Motion to approve an Ordinance of the City of Seagoville, Texas providing for "all way stop sign" to be installed at the intersection of Hall Road and Judy Lane; authorizing the City Manager or designee to cause the appropriate signage to be erected; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Hundred Dollars (\$200.00) for each offense; providing for publication; and providing an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 5/0*

**12. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances, Chapter 13, Offenses and Nuisances, by adding a new Article 13.12 “Landscape Maintenance on Commercial Property”; providing for the repeal of all ordinances in conflict; providing a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2000.00) for each offense; and providing an effective date (Councilmember Hernandez)**

*Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances, Chapter 13, Offenses and Nuisances, by adding a new Article 13.12 “Landscape Maintenance on Commercial Property”; providing for the repeal of all ordinances in conflict; providing a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2000.00) for each offense; and providing an effective date – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**13. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances, Chapter 11, Health and Sanitation”, Article 11.03, “Unsanitary or Unsightly Conditions on Private Premises”, by amending Section 11.03.003 “Weeds, Grass and Brush”; providing for the repeal of all Ordinances in conflict; providing a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Councilmember Howard)**

*Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances, Chapter 11, Health and Sanitation”, Article 11.03, “Unsanitary or Unsightly Conditions on Private Premises”, by amending Section 11.03.003 “Weeds, Grass and Brush”; providing for the repeal of all Ordinances in conflict; providing a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date, with an amendment to Section 11.03.003 (a) 2 to permit any weeds, grass or brush to encroach over the edge of a public sidewalk or curb – Howard; seconded by Hernandez; motion passed with all ayes. 5/0*

**14. 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 GG Texas, LLC as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)**

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

**15. Discuss and consider approving a Resolution of the City Council ratifying and approving the Seagoville Economic Development Corporations expenditure of \$22,000.00 to Monster Splash Art for the installation of a wooden wall and the painting thereon of said mural as described and depicted in Exhibit “A” hereto and authorizing the City Manager/Executive Director to disburse said funds and execute any necessary documents for the project; providing for a severability clause; and providing an effective date (City Manager)**

*Motion to approve a Resolution of the City Council ratifying and approving the Seagoville Economic Development Corporations expenditure of \$22,000.00 to Monster Splash Art for the installation of a wooden wall and the painting thereon of said mural as described and depicted in Exhibit “A” hereto and authorizing the City Manager/Executive Director to disburse said funds and execute any necessary documents for the project; providing for a severability clause; and providing an effective date – Hernandez, seconded by Howard; motion passed with all aye. 5/0*

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

*None.*

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

*Mayor Pro Tem Fruin stated he would like the City Attorney and Staff to work together concerning requirements for apartment complexes to obtain certificate of occupancy for all rentals.*

**18. Recess into Executive Session at 7:44 p.m.**

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

- A. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager**
- B. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary**
- C. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney**
- D. § 551.071. Consultation with City Attorney: receive legal advice related to Public Safety Requirements regarding LaPulga Seagoville.**

**19. Reconvene Into Regular Session at 8:46 p.m.**

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

- A. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager**
- B. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary**
- C. § 551.074. Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney**
- D. § 551.071. Consultation with City Attorney: receive legal advice related to Public Safety Requirements regarding LaPulga Seagoville.**

*No action taken.*

**Adjourned at 8:46 p.m.**

**APPROVED:**

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

**ATTEST:**

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

## *Consent Session Agenda Item: 2*

**Meeting Date: November 1, 2021**

### **ITEM DESCRIPTION:**

Consider approving second amendment to City Manager Employment Agreement.

### **BACKGROUND OF ISSUE:**

The City, acting through the City Council, originally contracted with City Manager on November 2, 2015, which was amended on or about August 2, 2016, followed by the First Amended and Restated City Manager Employment Agreement executed and dated September 18, 2017, and the execution of a new City Manager Employment Agreement ("Agreement") to incorporate all the amendments executed on or about August 19, 2019. The Agreement was thereafter amended by a First Amendment to City Manager Employment Agreement on April 19, 2021. The services of the City Manager are currently continuing under the City Manager Employment Agreement executed August 19, 2019 as amended. The City and the City Manager desire to further amend the Agreement to allow certain outside employment activity as set forth in this Second Amendment to the City Manager Employment Agreement.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Second Amendment to City Manager Employment Agreement



may contract with Uber, Lyft, or other similar ride-share platform or enterprise and provide ride-share services pursuant to that relationship outside of the City's normal business hours and such shall not constitute a breach of this section XV or this Agreement. "

**SECTION 2.** Except as otherwise amended herein, the Agreement by and between the City of Seagoville, Texas, and Patrick Stallings dated August 19, 2019, as amended by the First Amendment thereto, shall continue in full force and effect.

**EXECUTED** this the \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF SEAGOVILLE, TEXAS**

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

Approved as to form:

\_\_\_\_\_  
Victoria W. Thomas, City Attorney  
(102021vwtTM125535)

**EXECUTED** this the \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
**PATRICK STALLINGS**, Employee

## *Regular Session Agenda Item: 3*

**Meeting Date: November 1, 2021**

### **ITEM DESCRIPTION:**

Conduct a Public Hearing Under Texas Tax Code Section 311.003 with regard to the concept of tax increment financing and the proposed boundaries and creation of a Tax Increment Reinvestment Zone and the inclusion therein of approximately 555.25 acres of land generally located south of Highway 175, being wholly located within the corporate limits and extraterritorial jurisdiction of the City of Seagoville, the boundaries of which are depicted on a map which is available for public inspection in the Office of the City Secretary and at the hearing.

### **BACKGROUND OF ISSUE:**

The City of Seagoville, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act. Pursuant to and as required by the Act, the City Council prepared a *Reinvestment Zone Number One, City of Seagoville, Texas, Preliminary Project and Finance Plan* (the "Preliminary Project and Finance Plan"), attached hereto as Exhibit A, for a proposed tax increment reinvestment zone containing the approximately 555.25 acres described and depicted within the Preliminary Project and Finance Plan and incorporated herein for all purposes (the "Property").

Notice of the public hearing on the creation of the proposed zone was published in the Daily Commercial Record, a newspaper of general circulation within the City, on October 22, 2021, which date is not later than the seventh (7<sup>th</sup>) day before the public hearing held on November 1, 2021.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

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

**Meeting Date: November 1, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving an Ordinance of the City Council of the City of Seagoville, Texas, designating a geographic area within the City as a Tax Increment Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number One, City of Seagoville, Texas; describing the boundaries of the zone; creating a Board of Directors for the zone and appointing members of the board; establishing a Tax Increment Fund for the zone; containing findings related to the creation of the zone; providing a date for the termination of the zone; providing that the zone take effect immediately upon passage of the Ordinance; providing a severability clause; and providing an effective date

### **BACKGROUND OF ISSUE:**

The City of Seagoville, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act. Pursuant to and as required by the Act, the City Council prepared a *Reinvestment Zone Number One, City of Seagoville, Texas, Preliminary Project and Finance Plan* (the "Preliminary Project and Finance Plan"), attached hereto as Exhibit A, for a proposed tax increment reinvestment zone containing the approximately 555.25 acres described and depicted within the Preliminary Project and Finance Plan and incorporated herein for all purposes (the "Property").

Notice of the public hearing on the creation of the proposed zone was published in the Daily Commercial Record, a newspaper of general circulation within the City, on October 22, 2021, which date is not later than the seventh (7<sup>th</sup>) day before the public hearing held on November 1, 2021.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Ordinance – Designating a Geographic Area within the City as Tax Increment Reinvestment Zone  
Santorini TIRZ Preliminary Project and Finance Plan

**CITY OF SEAGOVILLE, TEXAS  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, DESIGNATING A GEOGRAPHIC AREA WITHIN THE CITY AS A TAX INCREMENT REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER ONE, CITY OF SEAGOVILLE, TEXAS; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE AND APPOINTING MEMBERS OF THE BOARD; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Seagoville, Texas (the "City"), pursuant to Chapter 311 of the Texas Tax Code, as amended (the "Act"), may designate a geographic area within the City as a tax increment reinvestment zone if the area satisfies the requirements of the Act; and

**WHEREAS**, pursuant to and as required by the Act, the City Council prepared a *Reinvestment Zone Number One, City of Seagoville, Texas, Preliminary Project and Finance Plan* (the "Preliminary Project and Finance Plan"), attached hereto as **Exhibit A**, for a proposed tax increment reinvestment zone containing the approximately 555.25 acres described and depicted within the Preliminary Project and Finance Plan and incorporated herein for all purposes (the "Property"); and

**WHEREAS**, notice of the public hearing on the creation of the proposed zone was published in the Daily Commercial Record, a newspaper of general circulation within the City, on October 22, 2021, which date is not later than the seventh (7<sup>th</sup>) day before the public hearing held on November 1, 2021; and

**WHEREAS**, at the public hearing on November 1, 2021, interested persons were allowed to speak for or against the creation of the zone, the boundaries of the zone, and the concept of tax increment financing, and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the zone; and

**WHEREAS**, evidence was received and presented at the public hearing in favor of the creation of the zone; and

**WHEREAS**, the City has taken all actions required to create the zone including, but not limited to, all actions required by the Act, the Texas Open Meetings Act, and all other laws applicable to the creation of the zone; and

**WHEREAS**, the City desires to appoint initial members to the board of directors of the zone; and

**WHEREAS**, terms used in this Ordinance that have their initial letters capitalized shall have the meanings given to them in this Ordinance; however, terms that are **CAPITALIZED IN BOLD** shall have the meanings given to them in the Preliminary Project and Finance Plan.

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

SECTION 1. FINDINGS.

(a) The recitals, findings, and determinations contained in the preamble to this Ordinance are incorporated into the body of this Ordinance as if fully set forth in this Section and are hereby found and declared to be true and correct legislative findings and are adopted as part of this Ordinance for all purposes.

(b) The City Council finds that the **PUBLIC IMPROVEMENTS** will significantly enhance the value of all the taxable real property in the zone and will be of general benefit to the City.

(c) The City Council finds that the proposed zone meets the requirements of Section 311.005(a)(2) of the Act in that:

- (i) there is a need for essential public infrastructure and economic development programs to attract new business and commercial activity to the proposed zone for the purposes of increasing the real property tax base for all taxing units within the zone, increasing sales and use taxes for the City and the State of Texas, and increasing job opportunities for residents of the City and the region; and
- (ii) the reinvestment zone, as shown in **Exhibit A**, meets the criteria for the creation of a reinvestment zone set forth in Section 311.005 of the Act in that the area is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs and arrests the sound growth of the municipality.

(d) The City Council finds that the proposed zone is a geographic area 100% within the City's corporate limits or extraterritorial jurisdiction.

(e) The City Council finds that not more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, and the total appraised value of taxable real property in the proposed zone does not exceed fifty percent

(50%) of the total appraised value of taxable real property in the City and in the industrial districts created by the City.

(f) The City Council finds that the development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

(g) The City Council finds that the Preliminary Project and Finance Plan is feasible.

(h) The City Council finds that the implementation of the Project and Finance Plan (as defined below) will alleviate the conditions described in Section 1(c) above and will serve a public purpose.

SECTION 2. DESIGNATION AND NAME OF THE ZONE. Pursuant to the authority of, and in accordance with the requirements of the Act, the City Council hereby designates the Property as a tax increment reinvestment zone. The name assigned to the zone for identification is Reinvestment Zone Number One, City of Seagoville, Texas (the "Zone"). The Zone is designated pursuant to Section 311.005(a)(2) of the Act.

SECTION 3. BOARD OF DIRECTORS.

3.1 The City Council hereby creates a board of directors for the Zone (the "Board") consisting of nine members. Seven members shall be appointed by the City Council to Places 1,2,3,4, 5, and 6. Place 7 shall be appointed by the Commissioners Court of Kaufman County, Texas (the "County"), if the County participates in the Zone. If the County does not participate in the Zone, the Commissioners Court shall be deemed to have waived its right to appoint such members and the Place goes away.

3.2 The City Council hereby appoints the following individuals to serve as the initial members of the Board for the terms indicated:

Place 1	Mayor	(term expires December 31, 2023)
Place 2	Council Place 1	(term expires December 31, 2022)
Place 3	Council Place 2	(term expires December 31, 2023)
Place 4	Council Place 3	(term expires December 31, 2022)
Place 5	Council Place 4	(term expires December 31, 2023)
Place 6	Council Place 5	(term expires December 31, 2022)

Place 7 shall be appointed by the County for a term that expires December 31, 2023.

Upon expiration of the indicated terms or upon City Council action to reconstitute the initial Board by appointing replacement members, subsequent appointments to fill vacancies shall be for terms of two years. The member appointed to Place 1 shall serve as the chairman of the Board. The Board is authorized to elect a vice-chairman and other officers as determined by the Board.

3.3 The Board shall make recommendations to the City Council concerning the administration, management, and operation of the Zone. The Board shall prepare or cause to be

prepared and adopted a project plan and a reinvestment zone financing plan for the Zone (the "Project and Finance Plan") as required by the Act, and shall submit the Project and Finance Plan to the City Council for approval. The City Council hereby delegates to the Board all powers necessary to implement any Project and Finance Plan approved by the City Council, including the power to employ consultants and enter into agreements that the Board considers necessary or convenient to implement the Project and Finance Plan and to administer, operate, and manage the Zone including, but not limited to, the power to enter into reimbursement agreements and other obligations secured by the **TIRZ FUND** established pursuant to Section 6 of this Ordinance.

3.4 Directors shall not receive any salary or other compensation for their services as directors.

3.5 Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the City Council hereby authorizes the Board, as necessary or convenient to implement the Project and Finance Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the TIRZ Fund for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the City Council hereby authorizes the Board to exercise all of the powers of the City under Chapter 380, Texas Local Government Code, as amended.

**SECTION 4. DURATION OF THE ZONE.** The Zone shall take effect immediately upon the passage and approval of this Ordinance. The Zone shall terminate on December 31, 2061 (with final year's tax to be collected by September 30, 2062), unless otherwise terminated in accordance with this section. The City shall have the right to terminate the Zone prior to the expiration of its stated term if all of the **PROJECT COSTS** have been paid in full. If upon expiration of the stated term of the Zone, **PROJECT COSTS** have not been paid, the City and the County, shall have no obligation to pay the shortfall.

**SECTION 5. TAX INCREMENT BASE.** The "tax increment base" for purposes of calculating the **CITY TAX INCREMENT**, and if the County participates in the Zone the **COUNTY TAX INCREMENT**, and means the total appraised value of all real property in the Zone that is taxable by the City and the County, respectively, as of January 1, 2021.

**SECTION 6. CAPTURED APPRAISED VALUE.** The "captured appraised value" for purposes of calculating the annual **CITY TAX INCREMENT**, and if the County participates in the Zone the **COUNTY TAX INCREMENT**, means the total real property value taxable (including increase tax values attributable to changes in use) by a taxing unit for a year and located in the Zone for that year less the tax increment base of the unit.

**SECTION 7. TAX INCREMENT FUND.** There is hereby created and established a **TIRZ FUND** for the Zone. Within the **TIRZ FUND**, there may be maintained subaccounts as necessary and convenient to carry out the purposes of the Act. The **CITY TAX INCREMENT** and **COUNTY TAX INCREMENT** shall be deposited into the **TIRZ FUND** as of the effective date

of the Zone. The **TIRZ FUND** and all subaccounts shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. Prior to termination of the Zone, funds shall be disbursed from the **TIRZ FUND** only to pay **PROJECT COSTS**.

SECTION 8. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be invalid, the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no provision of this Ordinance shall become inoperative because of the invalidity of another provision; and, therefore, all provisions of this Ordinance are declared severable for that purpose.

SECTION 9. OPEN MEETINGS. It is hereby found, determined, and declared that sufficient written notice of the date, hour, place and subject of the meeting of the City Council at which this Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the City Hall of the City for the time required by law preceding its meeting, as required by the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage as provided by law.

PASSED, APPROVED, AND ADOPTED THIS 1<sup>ST</sup> DAY OF NOVEMBER, 2021.

---

Dennis Childress  
Mayor

**ATTEST:**

---

Kandi Jackson  
City Secretary

Effective: \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

---

Victoria Thomas  
City Attorney

**EXHIBIT A**  
**PRELIMINARY PROJECT AND FINANCE PLAN**

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REINVESTMENT ZONE NUMBER ONE,  
CITY OF SEAGOVILLE, TEXAS  
PRELIMINARY PROJECT AND FINANCE PLAN  
NOVEMBER 1, 2021

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## SECTION 1: INTRODUCTION

### 1.1 Authority and Purpose

The City of Seagoville, Texas, a Texas home-rule municipality (the “City”) has the authority under Chapter 311, Texas Tax Code, Tax Increment Financing Act, as amended (the “Act”) to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the governing body of the City (the “City Council”) has determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone is feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

### 1.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if it is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City. The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

### 1.3 Proposed Zone

The City Council intends to create a tax increment reinvestment zone to be known as “*Reinvestment Zone Number One, City of Seagoville, Texas*” (the “Zone”) that includes approximately 555.25 acres of land which parcels are identified on **Exhibit G** and depicted on **Exhibit A** (the “Property”). The Property is owned by Megatel Homes III, LLC, a Texas limited liability company (the “Owner”). The Property is currently zoned agriculture and residential. The Property is undeveloped, and due to its size, location, and physical characteristics, development will not occur solely through private investment in the foreseeable future. The Property substantially impairs and arrests the sound growth of the City because it is predominately open and undeveloped due to factors such as the lack of public infrastructure and the need for economic incentive to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the public improvements, and other projects are financed as contemplated

by this Preliminary Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, Dallas County, and Kaufman County, ("Kaufman County"), a quality master planned residential and commercial development.

#### **1.4 Preliminary Plan and Hearing**

Before the City Council adopts the ordinance designating the Zone, the City Council must prepare a preliminary reinvestment zone financing plan in accordance with the Act and hold a public hearing on the creation of the proposed Zone and its benefits to the City and to the Property, at which public hearing interested persons are given the opportunity to speak for and against the creation of the proposed Zone, the boundaries of the proposed Zone and the concept of tax increment financing, and at which hearing the owners of the Property will be given a reasonable opportunity to protest the inclusion of their Property in the proposed Zone. The requirement of the Act for a preliminary reinvestment zone financing plan is satisfied by this Preliminary Plan dated November 1, 2021 (the "Preliminary Plan"), the purpose of which is to describe, in general terms, the public improvements that will be undertaken and financed by the Zone. A description of how such public improvements and projects will be undertaken and financed will be determined by the Final Plan and by the TIRZ Agreement (both hereinafter defined), which require approval by the Board (hereinafter defined) and by the City Council.

#### **1.5 Creation of the Zone**

Upon the closing of the above referenced public hearing, the City Council may adopt an ordinance in accordance with the Act creating the Zone if (1) the City Council finds that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, (2) that the Zone is feasible, and (3) that improvements in the Zone will significantly enhance the value of all the taxable real property in the Zone and will be of general benefit to the City. Among other provisions required by the Act, the ordinance creating the Zone will appoint a Board of Directors for the Zone (the "Board").

#### **1.6 Board Recommendations**

After the creation of the Zone, the Board will review this Preliminary Plan and approve and recommend to the City Council a "*Reinvestment Zone Number One, City of Seagoville, Texas, Final Project and Finance Plan*" (the "Final Plan"), and an agreement between the Owner, Board, and City (the "TIRZ Agreement") pursuant to which the City will contribute a portion of its ad valorem tax increment attributable to new development in the Zone (the "Tax Increment") into a tax increment fund created by the City and segregated from all other funds of the City (the "TIRZ Fund") to pay to the Owner or its assigns, in accordance with the TIRZ Agreement, the costs of public improvements and other projects benefiting the Zone.

## **1.7 Council Action**

The City Council will take into consideration the recommendations of the Board and will consider approval of the Final Plan, the TIRZ Agreement, and, if applicable the Kaufman County Participation Agreement. If the TIRZ Agreement is approved, the City Council will authorize and direct its execution. If the Kaufman County Participation Agreement is approved by Kaufman County, the City Council will authorize and direct its execution.

## **SECTION 2: DESCRIPTION AND MAPS**

### **2.1 Existing Uses and Conditions**

The Property is currently located within the corporate limits of the City and is zoned agricultural, residential, and multifamily, in accordance with the City's zoning ordinance. The Property is undeveloped, and there is no public infrastructure to support development. Development will require extensive public infrastructure that: (1) the City cannot provide, and (2) will not be provided solely through private investment in the foreseeable future. A map of the Property and the proposed Zone is shown on **Exhibit A**.

### **2.2 Proposed Uses**

The proposed uses of the Property are expected to contain residential, commercial, and multifamily.

### **2.3 Parcel Identification**

The parcels identified on **Exhibit G** provide sufficient detail to identify with ordinary and reasonable certainty the territory included in the Zone.

## **SECTION 3: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS**

The Property is wholly located in the corporate limits of the City and shall be subject to the City's zoning regulation. The City has exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

## **SECTION 4: RELOCATION OF DISPLACED PERSONS**

No persons will be displaced and in need of relocation due to the creation of the Zone or implementation of the Final Plan.

## SECTION 5: ESTIMATED NON-PROJECT COSTS

Non-project costs are private funds that will be spent to develop in the Zone but will not be financed by the Zone. The list of non-project costs is shown on **Exhibit B** and are estimated to be approximately \$599.1 million.

## SECTION 6: PROPOSED PUBLIC IMPROVEMENTS

### 6.1 Categories of Public Improvements

The proposed public improvements to be financed by the Zone include roads, water, sanitary sewer, storm drainage, fencing, landscaping and retaining walls, principal and interest on public improvement district bonds, and professional services (the “Public Improvements”), as depicted in **Exhibit C**. It is anticipated that the Final Plan shall identify certain economic development grant projects to be funded by the Commercial Account (hereinafter defined). All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act.

### 6.2 Locations of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit F**. These locations may be revised, with the approval of the City, from time to time without amending the Final Plan.

## SECTION 7: ESTIMATED PROJECT COSTS

### 7.1 Project Costs

The total costs for projects in the Zone, which includes the Public Improvements costs and the cost of administering the Zone, are estimated to be \$102.0 million (the “Project Costs”), as shown on **Exhibit C**. The Project Costs include principal and interest payments for future debt service payments on obligations issued to finance the Public Improvements via Chapter 372 Texas Local Government Code.

### 7.2 Estimated Costs of Public Improvements

The estimated costs of the Public Improvements (the “Public Improvement Costs”) within the Zone are \$100.8 million, as shown on **Exhibit C**. It is anticipated that additional Public Improvements will be constructed in the future and the City Council may amend the Final Plan to include the costs of those Public Improvements.

**7.3 Estimated Administrative Costs**

The estimated costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the “Administrative Costs”). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City that are directly related to the administration of the Zone. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid. The Administrative Costs are estimated to begin in 2022 and escalate at two percent (2%) thereafter.

**7.4 Estimated Timeline of Incurred Costs**

The Administrative Costs will be incurred annually beginning at the time the Zone is created and through the duration of the Zone. It is estimated the Project Costs will be incurred during calendar years 2022 through 2028, as shown on **Exhibit D**.

**SECTION 8: ECONOMIC FEASIBILITY**

**8.1 Feasibility Study**

For purposes of this Preliminary Plan, economic feasibility has been evaluated over the term of the Zone, as shown on **Exhibit E** (the “Feasibility Study”). This evaluation focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone).

Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$408.5 million in total new real property tax revenue for the City and Kaufman County. The City, as a participant, will benefit from the new development within the Zone and will retain approximately \$86.9 million in net additional real property tax revenue. Kaufman County, if it chooses to participate, will benefit from the new development within the Zone and will retain approximately \$59.2 million in net additional real property tax revenue. The remaining additional revenue will be deposited in the TIRZ Fund to pay Project Costs.

Entity	Gross AV Revenue	TIRZ Contribution	Net AV Revenue
<b>City</b>	\$ 289,971,062	\$ 202,979,743	\$ 86,991,319
<b>County</b>	\$ 118,568,261	\$ 59,284,130	\$ 59,284,130
<b>Total</b>	<b>\$ 408,539,322</b>	<b>\$ 262,263,873</b>	<b>\$ 146,275,449</b>

The Feasibility Study shows a portion of the new real property tax revenue generated by the Zone will be retained by the City, and a portion by Kaufman County. The remainder of the new real property tax revenue generated within the Zone will be available to pay Project Costs, until the term expires or is otherwise terminated. Upon expiration or termination of the Zone, one hundred percent (100%) of all tax revenue generated within the Zone will be retained by the respective taxing entities. Based on the foregoing, the feasibility of the Zone has been demonstrated.

## **SECTION 9: ESTIMATED BONDED INDEBTEDNESS**

The City reserves the right, at its sole discretion, to issue bonded indebtedness to fund its obligations, pursuant to the Act.

## **SECTION 10: APPRAISED VALUE**

### **10.1 Current Appraised Value**

The current total appraised value of taxable real property in the Zone is \$1,432,028, which represents the Tax Increment Base, (the “Tax Increment Base”) of the Property and is determined by the Kaufman County Appraisal District and Dallas Central Appraisal District, in accordance with Section 311.012(c) of the Act.

### **10.2 Estimated Captured Appraised Value**

The amount of the Tax Increment for a year during the term of the Zone is the amount of property taxes levied and collected by the City for that year on the captured appraised value of the Property less the Tax Increment Base of the Property, (the “Captured Appraised Value”). The Tax Increment Base of the Property is the total taxable value of the Property for the year in which the Zone was designated, as described in **Section 10.1** above. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$1.3 billion, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by Kaufman County Appraisal District and Dallas Central Appraisal District will, for each year, will be used to calculate annual payment by the City into the TIRZ Fund pursuant to the Final Plan.

## **SECTION 11: METHOD OF FINANCING**

The Owner has paid, or will in the future pay, those Project Costs attributable to the Public Improvements and will construct or cause to be constructed the Public Improvements.

The Final Plan shall obligate the City to deposit into the TIRZ Fund each year for the duration of the Zone an amount equal to seventy percent (70%) of the Captured Appraised Value in the Zone levied and collected that constitutes the Tax Increment for that year. For example, in FY 2022, the City tax rate is \$0.7888 per \$100 of assessed value, therefore the City will contribute \$0.55216 per \$100 of the Captured Appraised Value in the Zone levied and collected.

The Kaufman County Participation Agreement, if approved, shall obligate Kaufman County to deposit into the TIRZ Fund each year for the duration of the Zone an amount equal to fifty percent (50%) of the Captured Appraised Value in the Zone levied and collected that constitutes the Tax Increment for that year. For example, in FY 2022, the Kaufman County tax rate is \$0.379985 per \$100 of assessed value, therefore Kaufman County would contribute \$0.189993 per \$100 of the Captured Appraised Value in the Zone levied and collected.

TIRZ Revenue collected from residential property within the Zone shall be deposited into a specific account of the TIRZ Fund (the "Residential Account"). The Residential Account shall be allocated towards the Public Improvements, as further defined in the Final Plan. TIRZ Revenue collected from commercial property within the Zone shall be deposited into a specific account of the TIRZ Fund (the "Commercial Account"). The Commercial Account shall be allocated towards the Public Improvements and economic development grants, as further defined in the Final Plan.

Funds deposited into the TIRZ Fund shall always first be applied to pay the Administrative Costs. After the Administrative Costs have been paid, funds in the TIRZ Fund shall next be used to fund the Public Improvements. All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City unless otherwise approved by the governing body, and the TIRZ Fund shall only be used to pay the Project Costs in accordance with the Final Plan and the TIRZ Agreement. The City may amend the Final Plan in compliance with the TIRZ Agreement, including but not limited to what is considered a Project Cost.

## **SECTION 12: DURATION OF THE ZONE, TERMINATION**

### **12.1 Duration**

The stated term of the Zone shall commence on the creation of the Zone, and shall continue for forty (40) years until December 31, 2061, with the last payment due by January 31, 2062 unless otherwise terminated in accordance with the TIRZ Creation Ordinance.

### **12.2 Termination**

The Zone will terminate prior to the expiration of its stated term if the Project Costs are fully funded. If upon expiration of the stated term of the Zone, the Project Costs have not been fully funded, the City and Kaufman County shall have no obligation to pay the shortfall and the term shall not be extended. The provisions of this section shall be included in the TIRZ Agreement, and

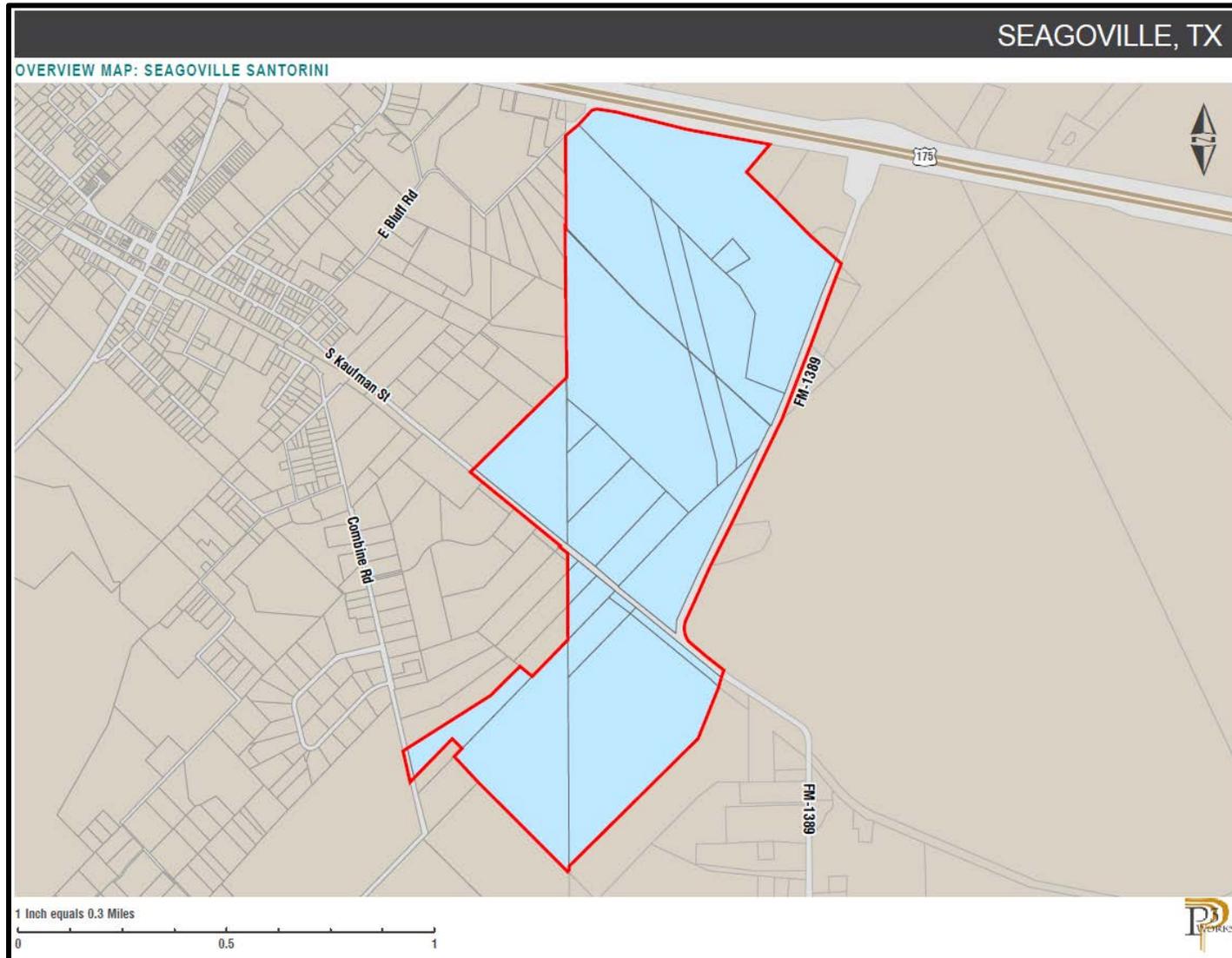
Kaufman County Participation Agreement. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

## **LIST OF EXHIBITS**

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

<b>Exhibit A</b>	Map of the Zone
<b>Exhibit B</b>	Non-Project Costs
<b>Exhibit C</b>	Project Costs
<b>Exhibit D</b>	Estimated Timeline of Incurred Costs
<b>Exhibit E</b>	Feasibility Study
<b>Exhibit F</b>	Map of the Public Improvements
<b>Exhibit G</b>	Parcel Identification
<b>Exhibit H</b>	Proposed Uses of the Property

## EXHIBIT A – MAP OF THE ZONE



## EXHIBIT B – NON-PROJECT COSTS

### Reinvestment Zone Number One, City of Seagoville Feasibility Study

Lot type	Unit	Lot Value		Buildout Value		Non-Project Costs
		Per Unit	Total	Per Unit	Total	
40' Lot	1,066	60,000	\$ 63,960,000	\$ 300,000	\$ 319,800,000	\$ 255,840,000
50' Lot	881	64,000	\$ 56,384,000	\$ 320,000	\$ 281,920,000	\$ 225,536,000
60' Lot	60	70,000	\$ 4,200,000	\$ 350,000	\$ 21,000,000	\$ 16,800,000
Multifamily	1,000	24,000	\$ 24,000,000	\$ 120,000	\$ 120,000,000	\$ 96,000,000
Commercial	25,000	50	\$ 1,250,000	\$ 250	\$ 6,250,000	\$ 5,000,000
<b>Total</b>			<b>\$ 149,794,000</b>		<b>\$ 748,970,000</b>	<b>\$ 599,176,000</b>

1) Absorption schedule and values based on Developer's model dated 06-28-2021.

## EXHIBIT C – PROJECT COSTS

Reinvestment Zone Number One, City of Seagoville Project Costs	
<b>Project Costs</b>	
<b>Public Improvements</b>	
Street	30,261,546
Water	7,172,933
Sewer	10,145,353
Drainage	18,218,820
Fencing, Landscaping & Retaining Walls	5,301,479
Soft Costs	18,508,515
Bond Issuance Costs	11,260,363
<b>Public Improvements Subtotal</b>	<b>\$ 100,869,008</b>
<b>Administrative Costs</b>	<b>\$ 1,164,745</b>
<b>Total Project Costs</b>	<b>\$ 102,033,753</b>

1) Costs based on Developer Model dated 6-28-21; escalated at 3% annually based on Developer absorption schedule.

**EXHIBIT D – ESTIMATED TIMELINE OF INCURRED COSTS**

<b>Reinvestment Zone Number One, City of Seagoville Estimated Timeline to Incur Project Costs</b>				
<b>Calendar Year<sup>1</sup></b>	<b>Creation Costs</b>	<b>Construction Costs</b>	<b>Total Project Costs</b>	
			<b>Annual</b>	<b>Cumulative</b>
2022	5,630,181	6,213,380	11,843,561	11,843,561
2023	5,630,181	9,397,809	15,027,990	26,871,551
2024	-	7,975,356	7,975,356	34,846,908
2025	-	14,275,121	14,275,121	49,122,029
2026	-	21,816,003	21,816,003	70,938,032
2027	-	22,618,533	22,618,533	93,556,564
2028	-	7,312,444	7,312,444	100,869,008
2029	-	-	-	100,869,008
			<b>100,869,008</b>	

1) Estimated timeline subject to change.

**EXHIBIT E – FEASIBILITY STUDY**

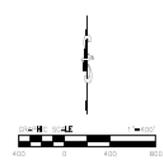
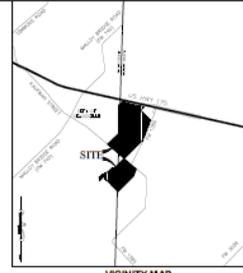
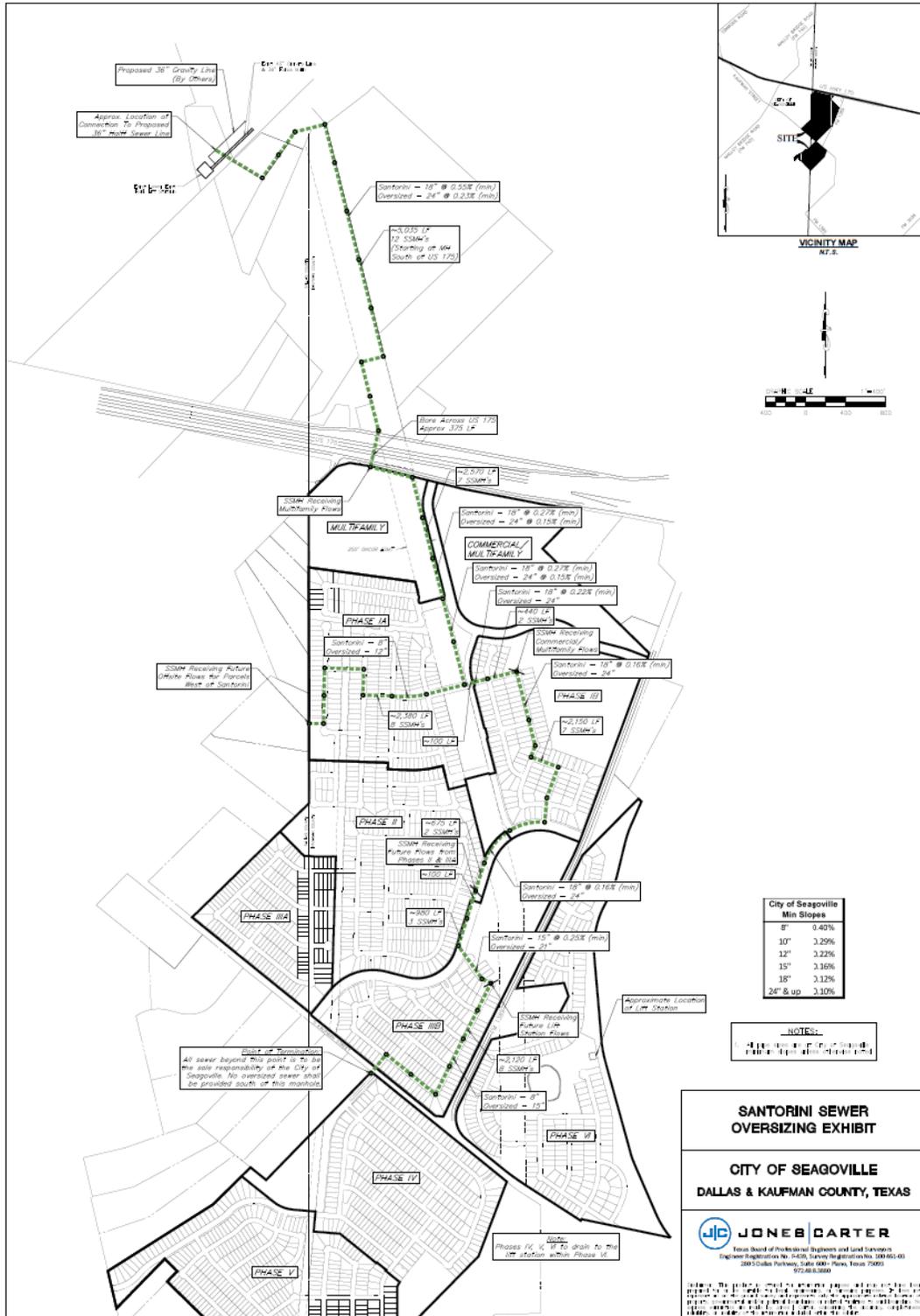
**Reinvestment Zone Number One, City of Seagoville  
Feasibility Study**

Assumptions	
Total Base Value:	1,432,028

TIRZ Term	Year	Growth/ Year <sup>1</sup>	Kaufman County Taxable Value		Dallas County Taxable Value <sup>3</sup>		City TIRZ Revenue						Kaufman County TIRZ Revenue					
			New Assessed Value <sup>2</sup>	Incremental Value	New Assessed Value <sup>2</sup>	Incremental Value	Residential Account		Commercial Account		Rate	%	Residential Account		Commercial Account			
							Annual	Cumulative	Annual	Cumulative			Annual	Cumulative				
Base	2021	0%	-	-	-	-	0.7888	70%	\$ -	\$ -	\$ -	\$ -	0.3800	50%	\$ -	\$ -	\$ -	\$ -
1	2022	2.0%	-	-	-	-	0.7888	70%	\$ -	\$ -	\$ -	\$ -	0.3800	50%	\$ -	\$ -	\$ -	\$ -
2	2023	2.0%	56,129,580	56,129,580	-	-	0.7888	70%	\$ -	\$ -	\$ -	\$ -	0.3800	50%	\$ -	\$ -	\$ -	\$ -
3	2024	2.0%	84,896,640	142,148,812	-	-	0.7888	70%	\$ 274,021	\$ 274,021	\$ 35,904	\$ 35,904	0.3800	50%	\$ 94,288	\$ 94,288	\$ 12,354	\$ 12,354
4	2025	2.0%	72,046,685	217,038,472	-	-	0.7888	70%	\$ 467,007	\$ 741,028	\$ 317,881	\$ 353,786	0.3800	50%	\$ 160,692	\$ 254,980	\$ 109,380	\$ 121,734
5	2026	2.0%	128,956,638	350,335,880	-	-	0.7888	70%	\$ 730,718	\$ 1,471,747	\$ 467,681	\$ 821,467	0.3800	50%	\$ 251,433	\$ 506,413	\$ 160,924	\$ 282,658
6	2027	2.0%	144,711,871	502,054,468	52,366,552	52,366,552	0.7888	70%	\$ 1,164,758	\$ 2,636,504	\$ 769,657	\$ 1,591,124	0.3800	50%	\$ 400,781	\$ 907,194	\$ 264,831	\$ 547,489
7	2028	2.0%	142,804,602	654,900,160	61,523,604	114,937,488	0.7888	70%	\$ 2,276,241	\$ 4,912,745	\$ 785,050	\$ 2,376,174	0.3800	50%	\$ 683,738	\$ 1,590,932	\$ 270,128	\$ 817,617
8	2029	2.0%	50,943,750	718,941,913	15,114,406	132,350,644	0.7888	70%	\$ 3,449,984	\$ 8,362,730	\$ 800,751	\$ 3,176,925	0.3800	50%	\$ 968,731	\$ 2,559,663	\$ 275,530	\$ 1,093,147
9	2030	0%	-	718,941,913	-	132,350,644	0.7888	70%	\$ 3,883,731	\$ 12,246,461	\$ 816,766	\$ 3,993,691	0.3800	50%	\$ 1,084,895	\$ 3,644,558	\$ 281,041	\$ 1,374,187
10	2031	0%	-	718,941,913	-	132,350,644	0.7888	70%	\$ 3,883,731	\$ 16,130,192	\$ 816,766	\$ 4,810,457	0.3800	50%	\$ 1,084,895	\$ 4,729,453	\$ 281,041	\$ 1,655,228
11	2032	2.0%	-	733,320,751	-	134,997,657	0.7888	70%	\$ 3,883,731	\$ 20,013,922	\$ 816,766	\$ 5,627,223	0.3800	50%	\$ 1,084,895	\$ 5,814,348	\$ 281,041	\$ 1,936,269
12	2033	2.0%	-	747,987,166	-	137,697,610	0.7888	70%	\$ 3,961,405	\$ 23,975,328	\$ 833,101	\$ 6,460,325	0.3800	50%	\$ 1,106,593	\$ 6,920,941	\$ 286,662	\$ 2,222,930
13	2034	2.0%	-	762,946,909	-	140,451,562	0.7888	70%	\$ 4,040,634	\$ 28,015,962	\$ 849,763	\$ 7,310,088	0.3800	50%	\$ 1,128,725	\$ 8,049,666	\$ 292,395	\$ 2,515,325
14	2035	2.0%	-	778,205,848	-	143,260,593	0.7888	70%	\$ 4,121,446	\$ 32,137,408	\$ 866,759	\$ 8,176,847	0.3800	50%	\$ 1,151,299	\$ 9,200,965	\$ 298,243	\$ 2,813,568
15	2036	2.0%	-	793,769,965	-	146,125,805	0.7888	70%	\$ 4,203,875	\$ 36,341,283	\$ 884,094	\$ 9,060,941	0.3800	50%	\$ 1,174,325	\$ 10,375,290	\$ 304,207	\$ 3,117,775
16	2037	2.0%	-	809,645,364	-	149,048,321	0.7888	70%	\$ 4,287,953	\$ 40,629,236	\$ 901,776	\$ 9,962,717	0.3800	50%	\$ 1,197,812	\$ 11,573,102	\$ 310,292	\$ 3,428,067
17	2038	2.0%	-	825,838,271	-	152,029,287	0.7888	70%	\$ 4,373,712	\$ 45,002,948	\$ 919,811	\$ 10,882,528	0.3800	50%	\$ 1,221,768	\$ 12,794,870	\$ 316,497	\$ 3,744,564
18	2039	2.0%	-	842,355,037	-	155,069,873	0.7888	70%	\$ 4,461,186	\$ 49,464,134	\$ 938,208	\$ 11,820,735	0.3800	50%	\$ 1,246,203	\$ 14,041,073	\$ 322,827	\$ 4,067,392
19	2040	0%	-	842,355,037	-	155,069,873	0.7888	70%	\$ 4,550,410	\$ 54,014,543	\$ 956,972	\$ 12,777,707	0.3800	50%	\$ 1,271,127	\$ 15,312,201	\$ 329,284	\$ 4,396,676
20	2041	0%	-	842,355,037	-	155,069,873	0.7888	70%	\$ 4,550,410	\$ 58,564,953	\$ 956,972	\$ 13,734,679	0.3800	50%	\$ 1,271,127	\$ 16,583,328	\$ 329,284	\$ 4,725,960
21	2042	2.0%	-	859,202,137	-	158,171,271	0.7888	70%	\$ 4,550,410	\$ 63,115,363	\$ 956,972	\$ 14,691,650	0.3800	50%	\$ 1,271,127	\$ 17,854,456	\$ 329,284	\$ 5,055,244
22	2043	2.0%	-	876,386,180	-	161,334,696	0.7888	70%	\$ 4,641,418	\$ 67,756,781	\$ 976,111	\$ 15,667,761	0.3800	50%	\$ 1,296,550	\$ 19,151,006	\$ 335,870	\$ 5,391,113
23	2044	2.0%	-	893,913,904	-	164,561,390	0.7888	70%	\$ 4,734,246	\$ 72,491,027	\$ 995,633	\$ 16,663,395	0.3800	50%	\$ 1,322,481	\$ 20,473,487	\$ 342,587	\$ 5,733,700
24	2045	2.0%	-	911,792,182	-	167,852,618	0.7888	70%	\$ 4,828,931	\$ 77,319,958	\$ 1,015,546	\$ 17,678,941	0.3800	50%	\$ 1,348,931	\$ 21,822,417	\$ 349,439	\$ 6,083,139
25	2046	2.0%	-	930,028,025	-	171,209,670	0.7888	70%	\$ 4,925,510	\$ 82,245,468	\$ 1,035,857	\$ 18,714,798	0.3800	50%	\$ 1,375,909	\$ 23,198,326	\$ 356,428	\$ 6,439,567
26	2047	2.0%	-	948,628,586	-	174,633,864	0.7888	70%	\$ 5,024,020	\$ 87,269,488	\$ 1,056,574	\$ 19,771,372	0.3800	50%	\$ 1,403,427	\$ 24,601,754	\$ 363,556	\$ 6,803,123
27	2048	2.0%	-	967,601,158	-	178,126,541	0.7888	70%	\$ 5,124,500	\$ 92,393,988	\$ 1,077,706	\$ 20,849,077	0.3800	50%	\$ 1,431,496	\$ 26,033,250	\$ 370,827	\$ 7,173,950
28	2049	2.0%	-	986,953,181	-	181,689,072	0.7888	70%	\$ 5,226,990	\$ 97,620,979	\$ 1,099,260	\$ 21,948,337	0.3800	50%	\$ 1,460,126	\$ 27,493,376	\$ 378,244	\$ 7,552,194
29	2050	0%	-	986,953,181	-	181,689,072	0.7888	70%	\$ 5,331,530	\$ 102,952,509	\$ 1,121,245	\$ 23,069,582	0.3800	50%	\$ 1,489,328	\$ 28,982,704	\$ 385,809	\$ 7,938,003
30	2051	0%	-	986,953,181	-	181,689,072	0.7888	70%	\$ 5,331,530	\$ 108,284,039	\$ 1,121,245	\$ 24,190,826	0.3800	50%	\$ 1,489,328	\$ 30,472,032	\$ 385,809	\$ 8,323,811
31	2052	2.0%	-	1,006,692,244	-	185,322,853	0.7888	70%	\$ 5,331,530	\$ 113,615,570	\$ 1,121,245	\$ 25,312,071	0.3800	50%	\$ 1,489,328	\$ 31,961,361	\$ 385,809	\$ 8,709,620
32	2053	2.0%	-	1,026,826,089	-	189,029,310	0.7888	70%	\$ 5,438,161	\$ 119,053,730	\$ 1,143,670	\$ 26,455,741	0.3800	50%	\$ 1,519,115	\$ 33,480,476	\$ 393,525	\$ 9,103,145
33	2054	2.0%	-	1,047,362,611	-	192,809,896	0.7888	70%	\$ 5,546,924	\$ 124,600,654	\$ 1,166,543	\$ 27,622,284	0.3800	50%	\$ 1,549,497	\$ 35,029,973	\$ 401,395	\$ 9,504,540
34	2055	2.0%	-	1,068,309,863	-	196,666,094	0.7888	70%	\$ 5,657,863	\$ 130,258,517	\$ 1,189,874	\$ 28,812,158	0.3800	50%	\$ 1,580,487	\$ 36,610,460	\$ 409,423	\$ 9,913,963
35	2056	2.0%	-	1,089,676,060	-	200,599,416	0.7888	70%	\$ 5,771,020	\$ 136,029,537	\$ 1,213,671	\$ 30,025,830	0.3800	50%	\$ 1,612,097	\$ 38,222,557	\$ 417,612	\$ 10,331,575
36	2057	2.0%	-	1,111,469,582	-	204,611,405	0.7888	70%	\$ 5,886,440	\$ 141,915,977	\$ 1,237,945	\$ 31,263,774	0.3800	50%	\$ 1,644,339	\$ 39,866,896	\$ 425,964	\$ 10,757,539
37	2058	2.0%	-	1,133,698,973	-	208,703,633	0.7888	70%	\$ 6,004,169	\$ 147,920,146	\$ 1,262,704	\$ 32,526,476	0.3800	50%	\$ 1,677,226	\$ 41,544,121	\$ 434,483	\$ 11,192,022
38	2059	2.0%	-	1,156,372,953	-	212,877,705	0.7888	70%	\$ 6,124,252	\$ 154,044,398	\$ 1,287,958	\$ 33,814,436	0.3800	50%	\$ 1,710,770	\$ 43,254,892	\$ 443,173	\$ 11,635,195
39	2060	0%	-	1,156,372,953	-	212,877,705	0.7888	70%	\$ 6,246,737	\$ 160,291,136	\$ 1,313,717	\$ 35,128,153	0.3800	50%	\$ 1,744,986	\$ 44,999,877	\$ 452,036	\$ 12,087,231
40	2061	0%	-	1,156,372,953	-	212,877,705	0.7888	70%	\$ 6,246,737	\$ 166,537,873	\$ 1,313,717	\$ 36,441,870	0.3800	50%	\$ 1,744,986	\$ 46,744,863	\$ 452,036	\$ 12,539,268
			<b>680,489,765</b>		<b>129,004,563</b>				<b>\$ 166,537,873</b>		<b>\$ 36,441,870</b>			<b>\$ 46,744,863</b>		<b>\$ 12,539,268</b>		

1) Values increased at 2% annually, with two years of no growth each decade to simulate an economic downturn.  
 2) Absorption schedule and values follow Developer's model dated 06-28-2021.  
 3) Dallas County is not anticipated to participate within the Zone.

# EXHIBIT F – MAPS OF THE PUBLIC IMPROVEMENTS



City of Seagoville Min Slopes	
8"	0.40%
10"	0.29%
12"	0.22%
15"	0.16%
18"	0.12%
24" & up	0.10%

**NOTES:**  
 1. All sewer lines shall be installed in accordance with the City of Seagoville Engineering Department Specifications.  
 2. All manholes shall be installed in accordance with the City of Seagoville Engineering Department Specifications.  
 3. All sewer lines shall be installed in accordance with the City of Seagoville Engineering Department Specifications.

**SANTORINI SEWER  
OVERSIZING EXHIBIT**

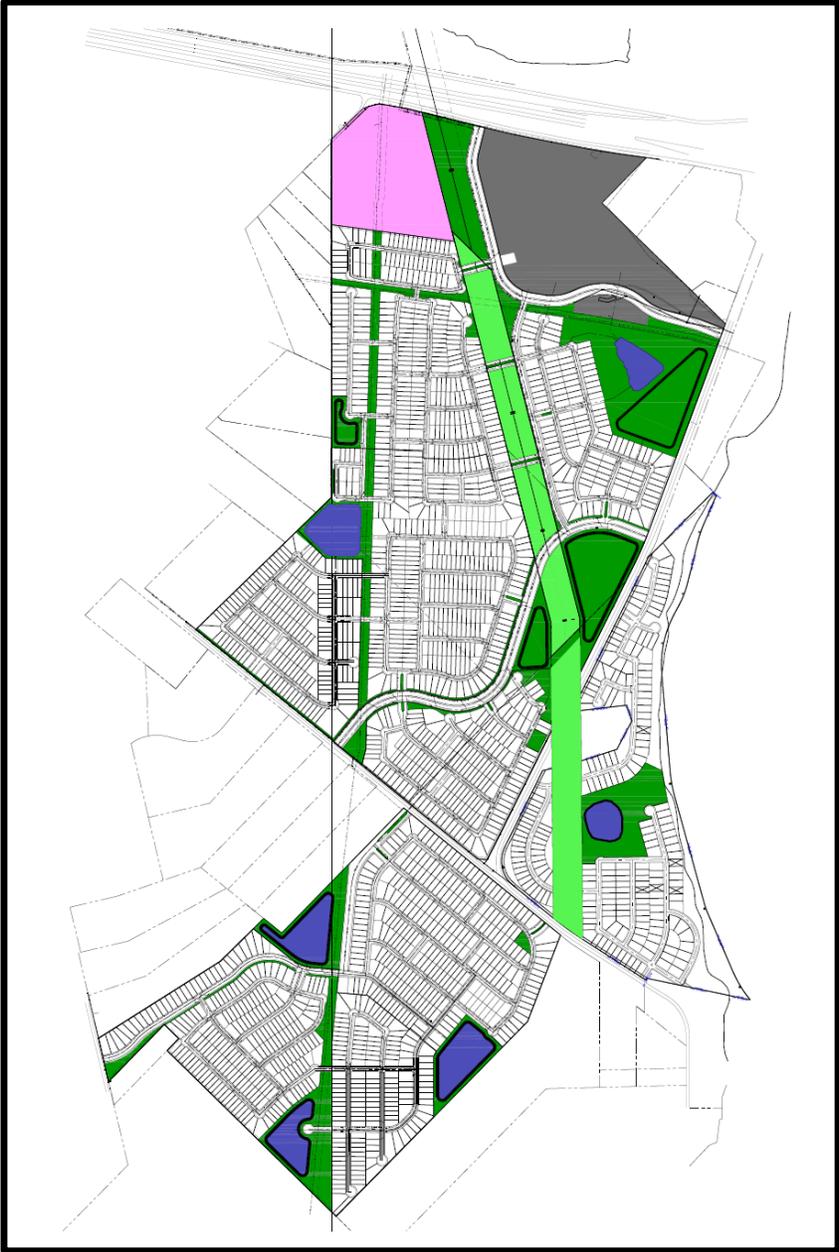
**CITY OF SEAGOVILLE  
DALLAS & KAUFMAN COUNTY, TEXAS**

**JONES & CARTER**  
Texas Board of Professional Engineers and Land Surveyors  
 Engineering Registration No. 4439, Survey Registration No. 300465-03  
 2895 Collier Parkway, Suite 600, Plano, Texas 75099  
 972.481.8880

## EXHIBIT G – PARCEL IDENTIFICATION

County	Parcel ID
Kaufman	12613
Kaufman	9472
Kaufman	9467
Kaufman	9462
Kaufman	9469
Kaufman	9470
Kaufman	9471
Kaufman	12570
Kaufman	12604
Kaufman	9483
Kaufman	9466
Kaufman	9477
Kaufman	9465
Kaufman	209777
Dallas	65174264510010000
Dallas	65085008510140900
Dallas	65085008010230000

**EXHIBIT H – PROPOSED USES OF THE PROPERTY**



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

**Meeting Date: November 1, 2021**

### **ITEM DESCRIPTION:**

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

### **BACKGROUND OF ISSUE:**

The City Council has been presented with a proposed Pre-Development and Professional Services Reimbursement Agreement (herein the “Agreement”) between the City of Seagoville and W Land Development Management, LLC, a Texas limited liability company (“Developer”, a true and correct copy of said Agreement being attached hereto and incorporated herein by this reference as Exhibit “A”).

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution – approving a Pre-Development and Professional Services Reimbursement Agreement between City of Seagoville and W Land Development Management, LLC

Agreement – Pre-Development and Professional Services Reimbursement Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A PRE-DEVELOPMENT AND PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF SEAGOVILLE, TEXAS, AND W LAND DEVELOPMENT MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

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

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

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

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THIS 1<sup>st</sup> DAY OF NOVEMBER, 2021.**

ATTEST:

APPROVED:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Victoria W. Thomas, City Attorney  
(102421vwtTM125613)

## Exhibit "A"

DocuSign Envelope ID: 0D7DD013-655D-44A7-B555-AC268C5766C0

### PRE-DEVELOPMENT AND PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT

This Pre-Development and Professional Services Reimbursement Agreement ("Agreement"), effective as of the Effective Date as defined herein, is made and entered into by and between the CITY OF SEAGOVILLE, TEXAS, a home rule city (the "City"), and W Land Development Management, LLC, a Texas limited liability company ("Developer"), the developer of that certain tract of land located within the City's corporate limits and described in Exhibit A attached hereto (the "Development Area"). City and Developer may each be referred to herein as "Party" and collectively as the "Parties".

#### Recitals

WHEREAS, the Developer is purchasing and desires to develop the Development Area as a master-planned residential community; and

WHEREAS, the current owner of the Property intends to petition the City for a Public Improvement District ("PID"), which will include the Development Area within its boundaries, under the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"); and

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

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

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

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

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

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

### Agreement

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

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

Exhibit A – Legal Description and Boundary Survey of Development Area.

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

(a) Upon execution of this Agreement, the Developer shall deliver to the City \$20,000 (“Developer Deposit”) to be used by the City for the sole purpose of making payment for City Expenses including but not limited to City Expenses incurred for Professional Services performed by City Consultants. For purposes of this Agreement, “City Consultants” means such professionals as City may engage to provide advice and counsel and other professional services in association with the Professional Services, which professionals shall include, but not be limited to, attorneys, professional engineers, surveyors, accountants, appraisers, and financial advisors and specifically includes but is not limited to:

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

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

(c) Not later than ten (10) business days after receipt of written notice from City that the balance in the Developer Deposit has decreased to less than \$5,000, Developer shall remit to City an additional amount necessary to restore the balance of the Developer Deposit to \$20,000. Developer understands and agrees that if Developer fails to pay and/or make replenishment payment(s) in accordance with the requirements of this Section 3(c), City may, at City's sole discretion, cease incurring additional City Expenses, including, but not limited to, directing all City Consultants to cease all work hereunder until such time as Developer deposits funds with City in an amount sufficient to comply with its obligations under this Section 3(c).

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

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

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

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

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

issues bond related to development of the Development Area, the City Expenses shall be eligible as a PID cost to be reimbursed to Developer as creation and organization costs.

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

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

(a) Work performed by City Consultants or others in providing Professional Services incurred through the date of termination; and

(b) Expenses for which City is contractually obligated to reimburse a City Consultant or other person or entity providing Professional Services.

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

7. City Attorney's Obligations. Notwithstanding anything to the contrary contained herein, the Developer acknowledges that the City Attorney shall exclusively represent the legal interest of the City of Seagoville, Texas, and that no attorney-client privilege between the Developer and the offices of the City Attorney, or any of its attorneys, shall be established by virtue of this Agreement.

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

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

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

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

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

City:

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

With a Copy to:

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

Developer:

W Land Development Management, LLC  
8117 Preston Rd Suite 300  
Dallas Texas 75225

With a Copy to:

Ross Martin Winstead PC  
(214) 745-5353 direct  
(214) 673-8475 mobile  
[rmartin@winstead.com](mailto:rmartin@winstead.com)

Attn: Jody Boyd 214-727-1110  
Jody.boyd@wlanddevelopment.com  
Peter Lai 214-280-9688

Peter.lai@wlanddevelopment.com

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

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

15. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

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

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

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

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

23. Effective Date. Whether signed in duplicate counterparts or on the same document,

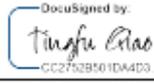
this Agreement shall be effective on the date it bears the signatures of authorized representatives of all of the Parties (the "Effective Date").

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

**DEVELOPER:**

Date: 9/27/2021

W Land Development Management, LLC, a  
Texas limited liability company

By:   
Tingfu Qiao, Manager

**CITY:**

Date: \_\_\_\_\_

City of Seagoville, Texas

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

**ATTEST:**

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

Approved as to form:

By: \_\_\_\_\_  
Victoria W. Thomas, City Attorney  
)

## EXHIBIT "A"

### [Legal Description and Boundary Survey for Development Area]

BEING 146.43 ACRES OF LAND LOCATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NUMBER 541, DALLAS COUNTY, TEXAS, BEING A PORTION OF THE JUDITH SMITH MOORE AND KIRBY CAMPBELL SMITH CALLED 145.38 ACRE TRACT AS DESCRIBED IN VOLUME 85109, PAGE 3205, DEED RECORDS, DALLAS COUNTY, TEXAS (D.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8" IRON ROD FOUND IN THE SOUTHEAST LINE OF STARK ROAD (NO RECORD FOUND) AT THE NORTHWEST CORNER OF THE ABOVE-MENTIONED 145.38 ACRE TRACT AND THE NORTHEAST CORNER OF THE JAVIER F. LONGORIA CALLED 1.9989 ACRE TRACT, FROM WHICH A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF THE JUST MENTIONED 1.9989 ACRE TRACT BEARS SOUTH 83 DEGREES 09 MINUTES 46 SECONDS WEST, A DISTANCE OF 199.95 FEET;

THENCE NORTH 83 DEGREES 19 MINUTES 13 SECONDS EAST, ALONG THE SOUTH LINE OF STARK ROAD, A DISTANCE OF 1317.98 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET (HEREAFTER CALLED IRON ROD SET);

THENCE NORTH 37 DEGREES 26 MINUTES 58 SECONDS EAST, CONTINUING ALONG THE SOUTH LINE OF STARK ROAD, A DISTANCE OF 175.03 FEET TO A 1/2" IRON ROD WITH CAP STAMPED "RPLS 2516" FOUND IN THE SOUTHWEST LINE OF THE DENNIS WOLFFORD AND JANIS WOLFFORD CALLED 68.6 ACRE TRACT AS DESCRIBED IN INSTRUMENT NUMBER 201100151442, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS (O.P.R.D.C.T.);

THENCE SOUTH 45 DEGREES 39 MINUTES 07 SECONDS EAST, AT 2297.04 FEET PASS A 1/2" IRON ROD FOUND AT THE SOUTH CORNER OF THE ABOVE-MENTIONED 68.6 ACRE TRACT, AND CONTINUING FOR A TOTAL DISTANCE OF 2326.56 FEET TO AN IRON ROD SET IN THE NORTHWEST LINE OF THE TEXAS POWER & LIGHT COMPANY CALLED 6.382 ACRE TRACT AS DESCRIBED IN VOLUME 5610, PAGE 607, (D.R.D.C.T.), FROM WHICH A 3/8" IRON ROD FOUND AT THE EAST CORNER OF THE JUST MENTIONED 6.382 ACRE TRACT BEARS SOUTH 43 DEGREES 18 MINUTES 45 SECONDS EAST, A DISTANCE OF 95.06 FEET;

THENCE SOUTH 44 DEGREES 54 MINUTES 21 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 6.382 ACRE TRACT, A DISTANCE OF 2805.71 FEET TO AN IRON ROD SET IN THE NORTHEAST LINE OF THE PABLO OLMOS/ESCUTCHION HOMES LLC CALLED 2.133 ACRE TRACT AS DESCRIBED IN INSTRUMENT NUMBER 201800235357, (O.P.R.D.C.T.), AND BEING FURTHER DESCRIBED IN VOLUME 65, PAGE 31, (D.R.D.C.T.);

THENCE NORTH 44 DEGREES 35 MINUTES 43 SECONDS WEST, A DISTANCE OF 457.68 FEET TO AN IRON ROD SET AT AN INTERIOR CORNER OF THE ABOVE-MENTIONED 2.133 ACRE TRACT;

THENCE NORTH 45 DEGREES 24 MINUTES 17 SECONDS EAST, A DISTANCE OF 210.00 FEET TO AN IRON ROD SET AT AN EXTERIOR CORNER OF SAID 2.133 ACRE TRACT;

THENCE NORTH 44 DEGREES 35 MINUTES 43 SECONDS WEST, A DISTANCE OF 210.00 FEET TO AN IRON ROD SET AT AN EXTERIOR CORNER OF SAID 2.133 ACRE TRACT;

THENCE SOUTH 45 DEGREES 24 MINUTES 17 SECONDS WEST, A DISTANCE OF 250.00 FEET TO AN IRON ROD SET AT IN THE NORTHEAST LINE OF THE DJB PRODIGY INVESTMENTS, INC. CALLED 86.39 ACRE TRACT AS DESCRIBED IN INSTRUMENT NUMBER 20070004322, (O.P.R.D.C.T.) AT AN EXTERIOR CORNER OF SAID 2.133 ACRE TRACT;

THENCE NORTH 44 DEGREES 35 MINUTES 43 SECONDS WEST, ALONG THE NORTHEAST LINE OF THE ABOVE-MENTIONED 86.39 ACRE TRACT, A DISTANCE OF 636.66 FEET TO A 1/2" IRON PIPE FOUND AT THE SOUTH CORNER OF THE BARCLAY ADDITION AS

DESCRIBED IN INSTRUMENT NUMBER 200001202157, (O.P.R.D.C.T.), FROM WHICH AN AXLE FOUND AT THE NORTH CORNER OF SAID 86.39 ACRE TRACT BEARS NORTH 44 DEGREES 35 MINUTES 43 SECONDS WEST, A DISTANCE OF 1054.80 FEET;  
**THENCE** NORTH 44 DEGREES 35 MINUTES 25 SECONDS EAST, ALONG THE SOUTHEAST LINE OF BARCLAY ADDITION, THE SOUTHEAST LINE OF THE KARA SISTRUNK CORKER, ET UX CALLED 4.003 ACRE TRACT AS DESCRIBED IN INSTRUMENT NUMBER 202000008373, (O.P.R.D.C.T.), AND THE SOUTHEAST LINE OF THE HAROLD R. MAGILL, ET UX CALLED 3 ACRE TRACT AS DESCRIBED IN VOLUME 75167, PAGE 931, (D.R.D.C.T.), AT A DISTANCE OF 717.61 FEET PASS A 5/8" IRON PIPE FOUND AT THE SOUTH CORNER OF THE JUST MENTIONED 3 ACRE TRACT, AT A DISTANCE OF 841.23 FEET PASS A 1/2" IRON ROD FOUND AT A FENCE CORNER AT THE EAST CORNER OF SAID 3 ACRE TRACT, AND CONTINUING OVER AND ACROSS 145.38 ACRE TRACT 40.00 FEET FOR A TOTAL DISTANCE OF 881.23 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;  
**THENCE** NORTH 45 DEGREES 19 MINUTES 51 SECONDS WEST, CONTINUING OVER AND ACROSS SAID 145.38 ACRE TRACT AND BEING 40.00 FEET PARALLEL TO THE NORTHEAST LINE OF SAID 3 ACRE TRACT, A DISTANCE OF 1090.09 FEET;  
**THENCE** SOUTH 44 DEGREES 46 MINUTES 28 SECONDS WEST, CONTINUING OVER AND ACROSS SAID 145.38 ACRE TRACT, AT A DISTANCE OF 40.00 FEET PASS A 3/8" IRON ROD FOUND IN THE OSTENSIBLE NORTHWEST LINE OF ARD ROAD AND CONTINUING ALONG SAME FOR A TOTAL DISTANCE OF 98.73 FEET TO A 1/2" IRON ROD FOUND AT THE EAST CORNER OF ROWLAND SUBDIVISION AS RECORDED IN VOLUME 83035, PAGE 1356, (D.R.D.C.T.);  
**THENCE** NORTH 06 DEGREES 40 MINUTES 09 SECONDS WEST, ALONG THE EAST LINE OF ROWLAND SUBDIVISION AND THE EAST LINE OF THE O.L. HAGGARD CALLED 3.88 ACRE TRACT AS DESCRIBED IN VOLUME 69063, PAGE 681, (D.R.D.C.T.), A DISTANCE OF 644.99 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF THE ABOVE-MENTIONED 1.9989 ACRE TRACT;  
**THENCE** NORTH 83 DEGREES 07 MINUTES 13 SECONDS EAST, A DISTANCE OF 199.60 FEET TO A 3/8" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 1.9989 ACRE TRACT;  
**THENCE** NORTH 06 DEGREES 47 MINUTES 01 SECONDS WEST, A DISTANCE OF 435.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 146.43 ACRES OF LAND, MORE OR LESS.





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

**Meeting Date: November 1, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing acquisition of a fifty (50) foot wide Wastewater Easement and Temporary Construction Easement for approximately 1.963 acres out of an approximately 117.23 acre tract 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 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 and Temporary Construction 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:**

\$12,824.00

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution – authorizing the acquisition of Wastewater Easement and Temporary Construction Easement at 1001 Alto Road

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING ACQUISITION OF A FIFTY (50) FOOT WIDE WASTEWATER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT FOR APPROXIMATELY 1.963 ACRES OUT OF AN APPROXIMATELY 117.23 ACRE TRACT 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 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 and temporary construction 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 and temporary construction 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 and temporary construction 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 said easement(s) 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 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 1<sup>st</sup> day of November, 2021.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Victoria W. Thomas, City Attorney  
(101821vwtTM123729)

**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.



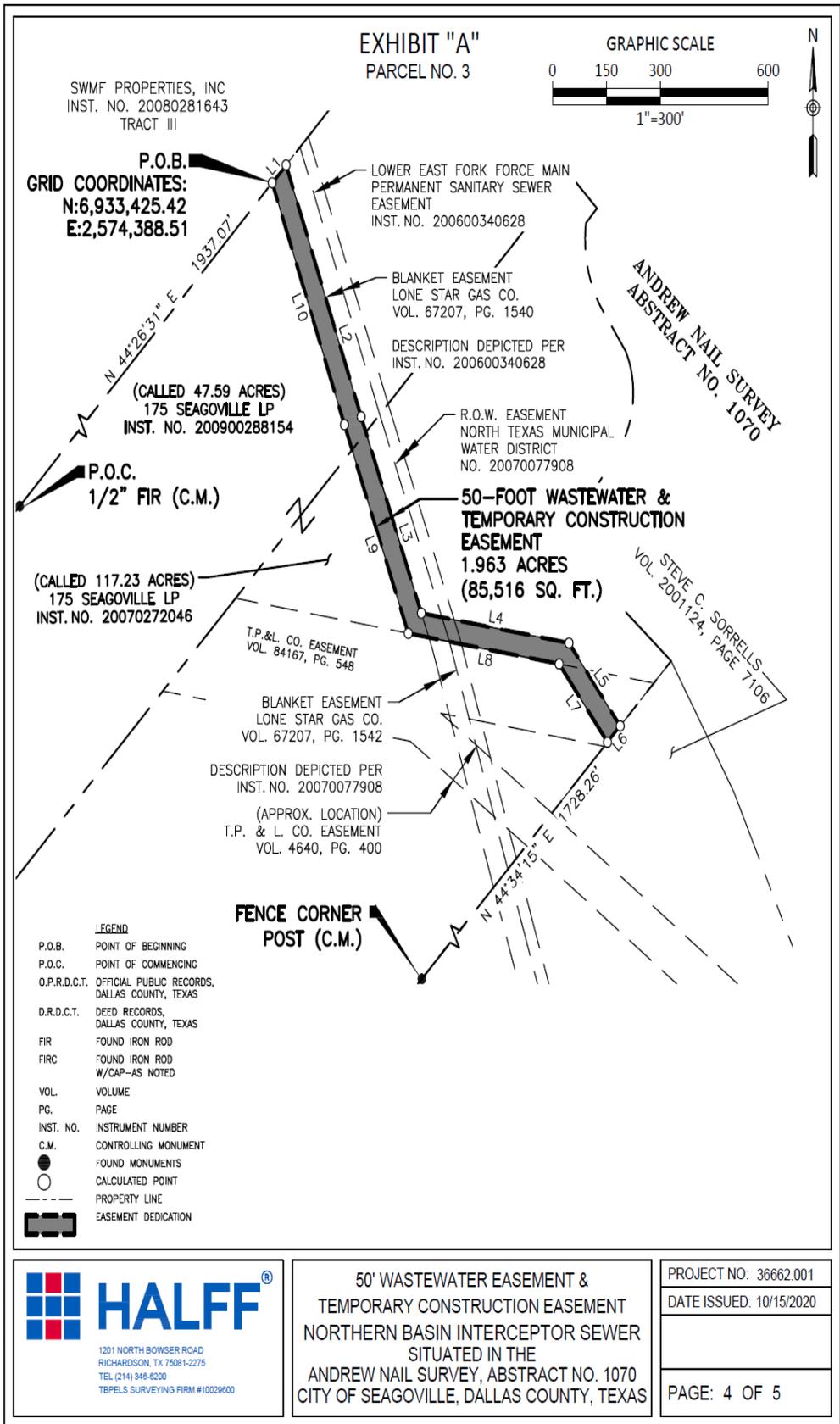
10/16/2020

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**

GRAPHIC SCALE  
 0 150 300 600  
 1"=300'

SWMF PROPERTIES, INC  
 INST. NO. 20080281643  
 TRACT III

**P.O.B.**  
**GRID COORDINATES:**  
**N:6,933,425.42**  
**E:2,574,388.51**

LOWER EAST FORK FORCE MAIN  
 PERMANENT SANITARY SEWER  
 EASEMENT  
 INST. NO. 200600340628

BLANKET EASEMENT  
 LONE STAR GAS CO.  
 VOL. 67207, PG. 1540

DESCRIPTION DEPICTED PER  
 INST. NO. 200600340628

ANDREW NAIL SURVEY  
 ABSTRACT NO. 1070

(CALLED 47.59 ACRES)  
 175 SEAGOVILLE LP  
 INST. NO. 200900288154

**P.O.C.**  
**1/2" FIR (C.M.)**

R.O.W. EASEMENT  
 NORTH TEXAS MUNICIPAL  
 WATER DISTRICT  
 NO. 20070077908

**50-FOOT WASTEWATER &  
 TEMPORARY CONSTRUCTION  
 EASEMENT**  
**1.963 ACRES**  
**(85,516 SQ. FT.)**

STEVE C. SORRELLS  
 VOL. 2001124, PAGE 7106

(CALLED 117.23 ACRES)  
 175 SEAGOVILLE LP  
 INST. NO. 20070272046

T.P. & L. CO. EASEMENT  
 VOL. 84167, PG. 548

BLANKET EASEMENT  
 LONE STAR GAS CO.  
 VOL. 67207, PG. 1542

DESCRIPTION DEPICTED PER  
 INST. NO. 20070077908

(APPROX. LOCATION)  
 T.P. & L. CO. EASEMENT  
 VOL. 4640, PG. 400

FENCE CORNER  
 POST (C.M.)

- LEGEND**
- P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCING
  - O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS,  
DALLAS COUNTY, TEXAS
  - D.R.D.C.T. DEED RECORDS,  
DALLAS COUNTY, TEXAS
  - FIR FOUND IRON ROD
  - FIRC FOUND IRON ROD  
W/CAP-AS NOTED
  - VOL. VOLUME
  - PG. PAGE
  - INST. NO. INSTRUMENT NUMBER
  - C.M. CONTROLLING MONUMENT
  - FOUND MONUMENTS
  - CALCULATED POINT
  - PROPERTY LINE
  - ▬ EASEMENT DEDICATION

1201 NORTH BOWSER ROAD  
 RICHARDSON, TX 75081-2275  
 TEL (214) 348-8200  
 TBPELS SURVEYING FIRM #10029800

**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: 4 OF 5

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



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: 7*

**Meeting Date: November 1, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing acquisition of a thirty-five (35') foot-wide Wastewater Easement and an overlapping fifty (50') foot wide Temporary Construction Easement out of a tract of land situated in the Herman Heider Survey, Abstract No. 541, Dallas County, and being part of that tract of land described by warranty deed to Manuel Salazar and Lorena Salazar, recorded in volume 2005028, page 5863 of the official public records of Dallas County, Texas and being a part of Lot 1, replat of Nabors Subdivision, an addition to the City of Seagoville, recorded in Volume 93051, page 1956, and further being more particularly described and depicted in Exhibit "A" hereto; from Manuel Salazar and Lorena Salazar for the purchase price of \$5,573.00; authorizing the City Manager to purchase the easement and authorizing the City Manager 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 and temporary construction easement situated on property owned by Manuel Salazar and Lorena Salazar, being more particularly described as a tract of land situated in the Harman Hider Survey, Abstract No. 541, Dallas County, Texas, and being part of that tract of land described by Warranty Deed to Manuel Salazar and Lorena Salazar, recorded in Volume 2005028, Page 5863 of the Official Public Records of Dallas County, Texas, being part of Lot 1, Replat of Nabors Subdivision, an addition to the City of Seagoville, recorded in Volume 93051, Page 1956, and being more particularly described and depicted in Exhibit A, for the purchase price of \$5,573.00.

### **FINANCIAL IMPACT:**

\$5,573.00

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution – authorizing the acquisition of Wastewater Easement and Temporary Construction Easement.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING ACQUISITION OF A THIRTY-FIVE (35') FOOT-WIDE WASTEWATER EASEMENT AND AN OVERLAPPING FIFTY (50') FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT OUT OF A TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, DALLAS COUNTY, AND BEING PART OF THAT TRACT OF LAND DESCRIBED BY WARRANTY DEED TO MANUEL SALAZAR AND LORENA SALAZAR, RECORDED IN VOLUME 2005028, PAGE 5863 OF THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS AND BEING A PART OF LOT 1, REPLAT OF NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, RECORDED IN VOLUME 93051, PAGE 1956, AND FURTHER BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT A HERETO; FROM MANUEL SALAZAR AND LORENA SALAZAR FOR THE PURCHASE PRICE OF \$5,573.00; AUTHORIZING THE CITY MANAGER TO PURCHASE THE EASEMENT AND AUTHORIZING THE CITY MANAGER 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 and temporary construction easement situated on property owned by Manuel Salazar and Lorena Salazar, being more particularly described as a tract of land situated in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas, and being part of that tract of land described by Warranty Deed to Manuel Salazar and Lorena Salazar, recorded in Volume 2005028, Page 5863 of the Official Public Records of Dallas County, Texas, being part of Lot 1, Replat of Nabors Subdivision, an addition to the City of Seagoville, recorded in Volume 93051, Page 1956, and being more particularly described and depicted in Exhibit A, for the purchase price of \$5,573.00; and

**WHEREAS**, the City Council has determined that the agreed upon purchase price for the wastewater easement and temporary construction 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 a thirty-five (35') foot wastewater easement and an overlapping fifty (50') foot temporary construction easement situated on property owned by Manuel Salazar and Lorena Salazar, being more particularly described as a tract of land situated in the Harman Hider Survey, Abstract No. 541, Dallas County, Texas, and being part of that tract of land described by Warranty Deed to Manuel Salazar and Lorena Salazar, recorded in Volume 2005028, Page 5863 of the Official Public Records of Dallas County, Texas, being part of Lot 1, Replat of Nabors Subdivision, an addition to the City of Seagoville, recorded in Volume 93051, Page 1956, and being more particularly described and depicted in Exhibit A, for the purchase price of \$5,573.00.

**SECTION 2.** That the City Manager is authorized to purchase the Easement and the City Manager 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 1<sup>st</sup> day of November, 2021.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Victoria W. Thomas, City Attorney  
(101821vwtTM125488)

# EXHIBIT A

**AFTER RECORDING RETURN TO:**

City of Seagoville  
Attn: City Secretary's Office  
702 North Highway 175  
Seagoville, TX 75159

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

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**WASTEWATER/SANITARY SEWER EASEMENT AND  
TEMPORARY CONSTRUCTION EASEMENT**

MANUEL SALAZAR and LORENA SALAZAR, whose address is 2218 E. Simonds Road, Seagoville, Texas 75159 (jointly and severally "**Grantor**"), for and in consideration of the sum of ten dollars and other good and valuable consideration in hand paid by the CITY OF SEAGOVILLE, TEXAS, a Texas home rule municipality, whose mailing address is 702 U.S. Highway 175 Frontage Road, Seagoville, Texas 75159 ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged, has **GRANTED, SOLD AND CONVEYED**, and by these presents does **GRANT, SELL AND CONVEY** unto Grantee, on behalf of the public, a non-exclusive perpetual easement and right ("**Wastewater/Sanitary Sewer Easement**") to construct, install, reconstruct, replace, repair, operate, use, inspect, modify, remove and perpetually maintain wastewater or sanitary sewer lines and all necessary appurtenances thereto, including meter vault facilities, manholes and clean outs ("**Facilities**") and making sanitary sewer line connections therewith, deemed necessary thereto by Grantee in, on, over, along, across and under, the following described property to wit:

Being a 0.179 acre (87,778 square foot) tract of land, more or less, located in the Harman Hider Survey, Abstract No. 541, Dallas County, Texas and being part of that tract of land described by Warranty Deed to Manuel Salazar and Lorena Salazar, recorded in Volume 2005028, Page 5863 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.) being a part of Lot 1, Replat of Nabors Subdivision, an addition to the City of Seagoville, recorded in Volume 93051, Page 1956, O.P.R.D.C.T. and being more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by reference ("**Easement Property**")

Unless earlier released in a written instrument executed by Grantee due to the easement abandonment or otherwise, the term of the Wastewater/Sanitary Sewer Easement shall be perpetual. Upon receipt of written request from Grantor following abandonment, Grantee shall furnish a release of the Wastewater/Sanitary Sewer Easement in recordable form.

Additionally, Grantor hereby grants to Grantee a fifty-foot (50.0') wide Temporary Construction Easement (herein so called), with thirty-five (35.0') feet of said Temporary Construction Easement overlapping the Wastewater/Sanitary Sewer Easement and fifteen (15.0') feet width of said Temporary Construction Easement extending beyond the Wastewater/Sanitary Sewer Easement as described and depicted in Exhibit "A" (the area fifteen feet in width being referred to as the "**Temporary Construction Easement Area**"), with temporary rights of ingress and egress for the construction of the Facilities, over the fifteen (15.0') foot wide Temporary Construction Easement Area automatically terminating upon the final completion of Facilities ("**Temporary Construction Termination Date**"). Until the Temporary Construction Termination Date, Grantee shall have the right of ingress and egress to the Easement Property from the Temporary Construction Easement Area for the purposes described above, for the purpose of staging and/or storing of materials necessary for the purposes described above, and to provide for trench stabilization during the construction, maintenance or repair of the Facilities.

Grantor retains, for itself and its successors and assigns, all rights to the Easement Property that are otherwise not specifically conveyed to Grantee herein, *provided* that Grantor's exercise of such rights does not materially interfere with Grantee's rights provided hereunder. Grantor agrees not to interfere with Grantee's ability to use or

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PAGE 1 | WASTEWATER/SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT:  
MANUEL SALAZAR AND LORENA SALAZAR TO CITY OF SEAGOVILLE, TEXAS

TM123807

maintain the Facilities. Interference includes, but is not limited to, physically modifying the Easement Property such as altering topography; installing structures, rockeries, walls or other like improvements; planting of difficult to restore landscaping; piling or storage of dirt, trash, garbage, debris or other materials; *provided, however*, that Grantor reserves the right to: (i) use the Easement Property for farming; (ii) extract oil, gas and minerals under the Easement Property; and (iii) pave the Easement Property or otherwise install streets, drives, sidewalks, parking areas, curbs, landscaping, and other impervious cover (the rights reserved to Grantor are collectively referred to as the "Grantor Rights"). Except with respect to improvements constructed by Grantor pursuant to Grantor Rights, Grantor shall, upon receipt of written notice from the Grantee, remove improvements from the Easement Property which prevent proper use of the Easement Property for the purposes expressly described herein, or modify such improvements to eliminate unreasonable interference with such use.

With respect to the extraction of oil, gas, and other minerals, Grantor, for itself and its successors and assigns, hereby waives all surface rights and other rights of ingress and egress in and to the Easement Property, and agrees that in conducting operations with respect to the exploration for and production, processing, transporting and marketing of oil, gas and other minerals from the Easement Property, that no portion of the surface of the Easement Property will be used, occupied or damaged and that fixtures, equipment, buildings or structures used in connection with the exploitation of the reserved mineral, oil and gas rights, shall not be placed on the surface of the Easement Property. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral estate owned by Grantor with land other than the Easement Property; or the exploration or production of the oil, gas, and other minerals by means of wells that are drilled or mines that open on land other than the Easement Property but enter or bottom under the Easement Property, provided that these operations in no manner interfere with the surface or subsurface support of the Facilities and provided that the mines or wells are more than five hundred (500) feet below the surface of the Easement Property.

Grantor authorizes Grantee to cut and remove any vegetation or remove any physical interference from the Easement Property which, in the sole judgment of Grantee, constitutes an interference with, or obstruction or hazard to, Grantee's use of the Easement Property, subject to Grantor's Rights and the obligations of Grantee to restore as provided below. Except for Grantor's Rights, Grantor holds Grantee, its officers, employees, and agents harmless from damage or loss caused by Grantor's physical interferences with the Easement Property.

Grantee holds Grantor, its partners, members, managers, officers, employees, and agents harmless from injury, claim, damage or loss caused by the construction, operation or use of this Wastewater/Sanitary Sewer Easement or Facilities, including such injury, claim, damage, or loss occurring during the term of the Temporary Construction Easement, by Grantee and Grantee's officers, employees, and agents.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, immediately remove all trash and construction debris, and promptly restore the surface of the Easement Property and the Temporary Construction Easement Area including all Grantor Rights as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property and the Temporary Construction Easement Area that were necessarily permanently removed to accommodate such work and/or the Facilities.

Grantee shall restrict public access to any access road which Grantee may construct on the Easement Property by constructing and maintaining a gate, secured by a lock, to prevent vehicular access to such access road. Grantor shall at all times have immediate access, including a key, through such gate. In no event shall Grantee install fences, gates, traffic control devices, or any other similar structures or barricades, temporary or permanent, to, through, on, or under any portion of the Easement Property or Temporary Construction Easement Area that would impede or prevent vehicle or pedestrian access to Grantor's property from public roads. Notwithstanding anything in the foregoing to the contrary, Grantee and Grantee's contractors shall be authorized to install temporary fences and gates around areas (i) being used for the temporary storage of vehicles, materials, supplies, and equipment being used in the construction, repair, and/or maintenance of the facilities for the purpose of preventing access to same by unauthorized people and (ii) being used to prevent people from access and falling into open trenches and other excavations.

This conveyance is made subject to all restrictions, covenants, easements, rights-of-way, encumbrances and mineral or royalty reservations or interests affecting the Easement Property and the Temporary Construction Easement Area and appearing of record in the Official Records of Dallas County, Texas.

Grantor authorizes Grantee to construct, maintain, repair, and remove, or cause to be constructed, maintained, repaired, and/or removed by others, an improved roadway, provided such roadway shall not materially interfere with any drive or parking lot Grantor elects to install. The improved roadway shall be used by Grantee, its officers, employees, and contractors to access the Facilities.

Grantor represents, warrants, and covenants that it has the full and exclusive right, title, and authority to grant the legal rights and interests herein described. Grantee has authorized its city manager to execute this Easement on behalf of the City of Seagoville as Grantee, binding the City as Grantee to perform this Easement pursuant to its terms.

**TO HAVE AND TO HOLD** the Wastewater/Sanitary Sewer Easement and the Temporary Construction Easement for the purposes herein described by Grantee, with the right of ingress, egress, and regress as herein described, together with all and singular the rights thereto in anywise belonging, unto Grantee, its successors and assigns, forever.

**Manuel Salazar, Owner**

By: Manuel Salazar  
Manuel Salazar

and

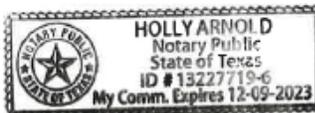
**Lorena Salazar, Owner**

By: Lorena Salazar  
Lorena Salazar

THE STATE OF TEXAS     §  
  §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on the 16 day of September, 2021, by Manuel Salazar and by Lorena Salazar who each confirmed that they executed it as their own act and deed.

Holly Arnold  
Notary Public, State of Texas



**ACCEPTED:**

**CITY OF SEAGOVILLE, TEXAS,**  
a Texas home rule municipality ("Grantee")

By: \_\_\_\_\_  
Patrick Stallings, City Manager

**THE STATE OF TEXAS**     §  
  §  
**COUNTY OF DALLAS**     §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_ 2021, by Patrick Stallings, City Manager of the City of Seagoville, Texas, a Texas home rule municipality, on behalf of said municipality.

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

EXHIBIT "A"  
[Legal Descriptions and Survey for Wastewater/Sanitary Sewer Easement and Temporary  
Construction Easement]

Wastewater (Sanitary Sewer) and Temporary Construction Easement  
Page 5

**EXHIBIT "A"**  
**35-FOOT WIDE WASTEWATER EASEMENT**

Parcel No. 9  
Owner: Manuel Salazar and Lorena Salazar  
Harman Hider Survey, Abstract Number 541  
City of Seagoville, Dallas County, Texas

**BEING** a tract of land situated in the Harman Hider Survey, Abstract No. 541, Dallas County, Texas and being part of that tract of land described by Warranty Deed to Manuel Salazar and Lorena Salazar, recorded in Volume 2005028, Page 5863 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), being part of Lot 1, REPLAT OF NABORS SUBDIVISION, an addition to the City of Seagoville, recorded in Volume 93051, Page 1956, O.P.R.D.C.T., and being more particularly described as follows:

**COMMENCING** at a 1/2-inch found iron rod with cap "PRECISE LAND SURV" for the southwest corner of said Salazar tract, and being an interior ell corner on the north line of a tract of land described in Deed to Tina Stoker, recorded in Instrument Number 200600107349, O.P.R.D.C.T., being Lot 2, of said REPLAT OF NABORS SUBDIVISION;

**THENCE** North 19 degrees 28 minutes 35 seconds West, 309.90 feet, with the common north line of said Stoker tract, being the west line of said Salazar tract, to the **POINT OF BEGINNING**, having grid coordinates of North=6,934,853.44, East=2,568,731.33;

**THENCE** North 19 degrees 28 minutes 35 seconds West, 35.36 feet, continuing with said common line to a point for corner;

**THENCE** North 62 degrees 22 minutes 46 seconds East, 222.24 feet, departing said common line and over and across said Salazar tract to the east common line of said Salazar tract and the north line of said Stoker tract, to a point for corner;

**THENCE** South 19 degrees 28 minutes 35 seconds East, 35.36 feet, with said common line to a point for corner;

**THENCE** South 62 degrees 22 minutes 46 seconds West, 222.24 feet, departing said common line and over and across said Salazar tract, to the **POINT OF BEGINNING AND CONTAINING** 7,778 square feet or 0.179 of an acre of land, more or less.

Page 1 of 3  
8/17/2021

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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. 20060410ROW 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.



08/17/2021

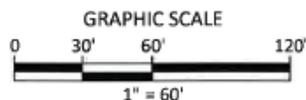
Adam T. Johnson  
Registered Professional Land Surveyor  
Texas Registration Number 6664  
TBPELS SURVEYING FIRM NO. 10029600

Page 2 of 3  
8/17/2021

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**EXHIBIT "A"**  
PARCEL NO. 9

LINE DATA		
LINE #	BEARING	DISTANCE
L1	N 19°28'35" W	35.36'
L2	N 62°22'46" E	222.24'
L3	S 19°28'35" E	35.36'
L4	S 62°22'46" W	222.24'



HONGXIN ZHANG  
INST. NO. 201300304951

HARMAN HIDER SURVEY  
ABSTRACT NO. 541

35-FOOT  
WASTEWATER ESMT.  
0.179 ACRES  
(7,778 SQ. FT.)

TINA STOKER  
INST. NO. 200600107349  
LOT 2, REPLAT OF  
NABORS SUBDIVISION  
VOL. 93051, PG. 1956

50- FOOT TEMPORARY  
CONSTRUCTION EASEMENT

TINA STOKER  
INST. NO. 200600107349  
LOT 2, REPLAT OF  
NABORS SUBDIVISION  
VOL. 93051, PG. 1956

P.O.B.  
GRID COORDINATES: MANUEL SALAZAR AND  
N:6,934,853.44 LORENA SALAZAR  
E:2,568,731.33 VOL. 2005028, PG. 5863  
LOT 1, REPLAT OF  
NABORS SUBDIVISION  
VOL. 93051, PG. 1956

P.O.C.  
1/2" FIR W/ CAP  
"PRECISE LAND SURV"  
(C.M.)

1/2" FIR W/ CAP  
"PRECISE LAND SURV"  
(C.M.)

**LEGEND**

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
D.R.D.C.T.	DEED RECORDS, DALLAS COUNTY, TEXAS
FIR	FOUND IRON ROD
FIRC	FOUND IRON ROD W/CAP-AS NOTED
VOL.	VOLUME
PG.	PAGE
INST. NO.	INSTRUMENT NUMBER
C.M.	CONTROLLING MONUMENT
●	FOUND MONUMENTS
○	CALCULATED POINT
---	PROPERTY LINE
---	EASEMENT DEDICATION

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.



*Adam Johnson*  
08/17/21

**General Notes:**  
1) Bearing basis for this drawing is the Texas Coordinate System of 1983, North Central Zone 4202, NAD83 (2011). Distances shown 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. 20080410ROW and was relied upon for easements and other matters of record.

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1201 NORTH BOWSER ROAD  
RICHARDSON, TX 75081-2275  
TEL (214) 346-6200  
TSPELS SURVEYING FIRM #10029090

35' WASTEWATER EASEMENT  
NORTHERN BASIN INTERCEPTOR SEWER  
SITUATED IN THE  
HARMAN HIDER SURVEY, ABSTRACT NO. 541  
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS

PROJECT NO: 38662.002
DATE ISSUED: 8/17/2021
PAGE: 3 OF 3

**EXHIBIT "A"**  
**50-FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT**  
Parcel No. 9  
Owner: Manuel Salazar and Lorena Salazar  
Harman Hider Survey, Abstract Number 541  
City of Seagoville, Dallas County, Texas

**BEING** a tract of land situated in the Harman Hider Survey, Abstract No. 541, Dallas County, Texas and being part of that tract of land described by Warranty Deed to Manuel Salazar and Lorena Salazar, recorded in Volume 2005028, Page 5863 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), being part of Lot 1, REPLAT OF NABORS SUBDIVISION, an addition to the City of Seagoville, recorded in Volume 93051, Page 1956, O.P.R.D.C.T., and being more particularly described as follows:

**COMMENCING** at a 1/2-inch found iron rod with cap "PRECISE LAND SURV" for the southwest corner of said Salazar tract, and being an interior ell corner on the north line of a tract of land described in Deed to Tina Stoker, recorded in Instrument Number 200600107349, O.P.R.D.C.T., being Lot 2, of said REPLAT OF NABORS SUBDIVISION;

**THENCE** North 19 degrees 28 minutes 35 seconds West, 294.75 feet, with the common north line of said Stoker tract, being the west line of said Salazar tract, to the **POINT OF BEGINNING**, having grid coordinates of North=6,934,839.18, East=2,568,736.38;

**THENCE** North 19 degrees 28 minutes 35 seconds West, 50.51 feet, continuing with said common line to a point for corner;

**THENCE** North 62 degrees 22 minutes 46 seconds East, 222.24 feet, departing said common line and over and across said Salazar tract to the east common line of said Salazar tract and the north line of said Stoker tract, to a point for corner;

**THENCE** South 19 degrees 28 minutes 35 seconds East, 50.51 feet, with said common line to a point for corner;

**THENCE** South 62 degrees 22 minutes 46 seconds West, 222.24 feet, departing said common line and over and across said Salazar tract, to the **POINT OF BEGINNING AND CONTAINING** 11,112 square feet or 0.255 of an acre 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. 20060410ROW 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.



08/17/2021

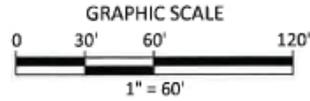
Adam T. Johnson  
Registered Professional Land Surveyor  
Texas Registration Number 6664  
TBPELS SURVEYING FIRM NO. 10029600

Page 2 of 3  
8/17/2021

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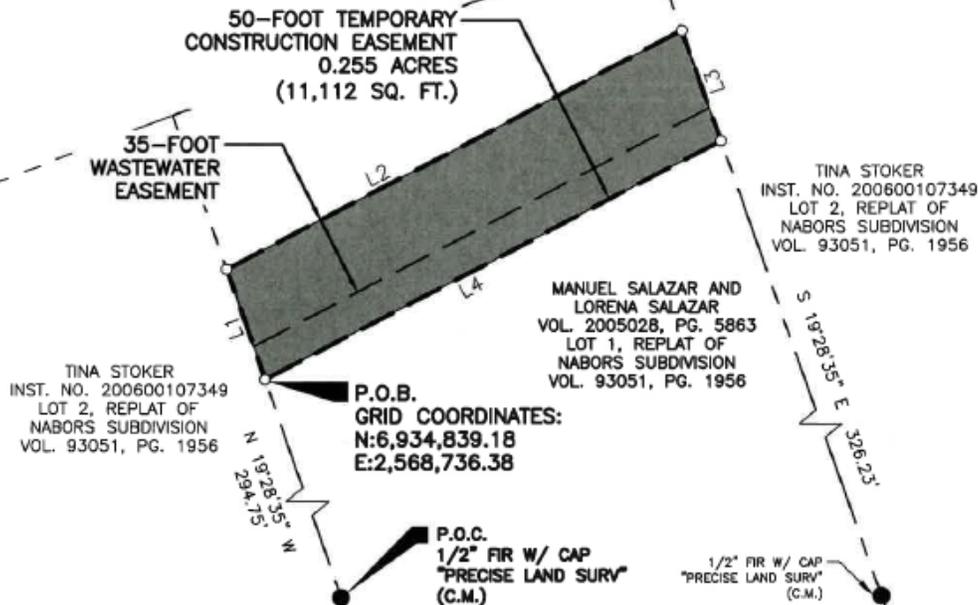
LINE DATA		
LINE #	BEARING	DISTANCE
L1	N 19°28'35" W	50.51'
L2	N 62°22'46" E	222.24'
L3	S 19°28'35" E	50.51'
L4	S 62°22'46" W	222.24'

EXHIBIT "A"  
PARCEL NO. 9



HONGXIN ZHANG  
INST. NO. 201300304951

HARMAN HIDER SURVEY  
ABSTRACT NO. 541



- LEGEND**
- P.O.B. POINT OF BEGINNING
  - P.O.C. POINT OF COMMENCING
  - O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
  - D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
  - FIR FOUND IRON ROD
  - FIRC FOUND IRON ROD W/CAP-AS NOTED
  - VOL. VOLUME
  - PG. PAGE
  - INST. NO. INSTRUMENT NUMBER
  - C.M. CONTROLLING MONUMENT
  - FOUND MONUMENTS
  - CALCULATED POINT
  - PROPERTY LINE
  - ▨ EASEMENT DEDICATION

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*Adam Johnson*  
08/17/21

- General Notes:**
- 1) Bearing basis for this drawing is the Texas Coordinate System of 1983, North Central Zone 4202, NAD83 (2011). Distances shown 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. 20060410ROW and was relied upon for easements and other matters of record.

H:\ARCHIVE\2022\08\17\2021\10:31:37 AM - 081828  
 August 17, 2021, 10:31:37 AM - 081828

1201 NORTH BOWSER ROAD  
RICHARDSON, TX 75081-2275  
TEL (214) 348-6200  
TOPSURVEYING FIRM #1922959

50' TEMPORARY CONSTRUCTION EASEMENT  
NORTHERN BASIN INTERCEPTOR SEWER  
SITUATED IN THE  
HARMAN HIDER SURVEY, ABSTRACT NO. 541  
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS

PROJECT NO: 36662.002
DATE ISSUED: 8/17/2021
PAGE: 3 OF 3

## *Regular Session Agenda Item: 8*

**Meeting Date: November 1, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to submit to the Office of the Governor, Criminal Justice Division the city's application for grant number 4220001 titled, De-escalation and Use of Force Training Simulator and to accept, reject, alter or terminate said grant on behalf of the City; providing for the repeal of any and all Resolutions in conflict; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The Police Department is constantly looking for ways to enhance our training. In recent years so much of the training we receive is through online programs with very little actual interaction.

Through the 2022 Justice Assistance Grant (JAG) program we have submitted for, and received grant funding for a state-of-the-art interactive training simulator that will greatly enhance our training efforts. This training simulator should Council approve the acceptance of this grant will give us a training tool to enhance our officer's interactive, verbal and reactionary skills through scenario-based training.

This training simulator is pre-programmed with several ready to us, or customizable situations ranging from domestic violence, emotionally disturbed person(s), de-escalation and multiple subject encounters, just to name a few. Additionally, this system provides a wide range of simulated firearms range activities to help officers develop better shooting techniques, sight picture alignment, muscle memory and accuracy.

This state-of-the-art system also logs a vast amount of training data such as, reactionary times and target alignment accuracy just to name a couple.

### **FINANCIAL IMPACT:**

There are no matching funds required for this grant project. The Department is asking to purchase this training simulator and all associated components with professional installation, setup and training for optimum operation by the vendor at a total cost of \$75,710.00. These funds would have to be paid upfront by the City, and then we would submit for full reimbursement from through these awarded grant funds.

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS:**

Resolution

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

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO SUBMIT TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION THE CITY'S APPLICATION FOR GRANT NUMBER 4220001 TITLED, DE-ESCALATION AND USE OF FORCE TRAINING SIMULATOR AND TO ACCEPT, REJECT, ALTER OR TERMINATE SAID GRANT ON BEHALF OF THE CITY; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Seagoville, Texas finds it in the best interest of the citizens of Seagoville that the De-Escalation and Use of Force Training simulator be operated for 2022; and

**WHEREAS**, the City staff has prepared an application on behalf of the City for Grant Number 4220001 titled De-Escalation and Use of Force Training Simulator; and

**WHEREAS**, the City Council of the City of Seagoville, Texas, in accordance with the terms of said application and grant, agrees to provide matching funds for said project and further agrees that in the event of loss or misuse of the Criminal Justice Division Funds, the funds will be returned to the Criminal Justice Division in full by the City;

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

**Section 1.** The City Council of the City of Seagoville, Texas, hereby approves the terms of the grant application for the De-Escalation and Use of Force Training Stimulator and appoints the City Manager as the City's authorized official with the authority to submit, on behalf of the City, the grant application to the Office of the Governor, Criminal Justice Division and thereafter to accept, reject, alter, or terminate the grant on behalf of the City.

**Section 2.** If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**Section 4.** That this Resolution shall take effect immediately from and after its passage as the law and Charter in such cases provide.

**DULY ORDERED** by the City Council of the City of Seagoville, Texas on the 1st day of November, 2021.

Grant Number: 4220001

APPROVED:

---

DENNIS CHILDERS, MAYOR

ATTEST:

---

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

---

VICTORIA THOMAS, CITY ATTORNEY  
(102721VWTTM125678)

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

**Meeting Date: November 1, 2021**

### **ITEM DESCRIPTION**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving V&K Construction, LLC to perform work to replace floor tile in one (1) mens and one (1) womens restroom at Seagoville City Hall in an amount not to exceed Nine Thousand Two Hundred Dollars (\$9,200.00) 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 floor tile in one men's and one women's restroom near the break room at at City Hall is failing. Staff has requested a quote for replacement of the floor tile.

### **FINANCIAL IMPACT:**

\$9,200.00

### **RECOMMENDATION:**

City Staff recommends approval.

### **EXHIBITS**

Resolution (2 Pages)

Exhibit A

**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 V&K CONSTRUCTION, LLC TO PERFORM WORK TO REPLACE FLOOR TILE IN ONE (1) MENS AND ONE (1) WOMENS RESTROOM AT SEAGOVILLE CITY HALL IN AN AMOUNT NOT TO EXCEED NINE THOUSAND TWO HUNDRED DOLLARS (\$9,200.00) 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 floor tile in one men's and one women's restroom at City Hall is failing;  
and,

**WHEREAS**, staff has requested a quote for the replacement of the floor tile; and,

**WHEREAS**, staff has received a quote in the amount of \$9,200.00 from V&K Construction to replace the floor tile; and

**WHEREAS**, staff recommends the replacement of the floor tile 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 replacement of the floor tile in one mens and one womens restroom at City Hall as set forth herein in an amount not to exceed Nine Thousand Two Hundred Dollars (\$9,200.00).

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

**SECTION 1.** The City Council hereby authorizes V&K Construction, LLC to perform the work for the replacement of floor tile in one men's and one women's restroom at City Hall, in an amount not to exceed Nine Thousand Two Hundred Dollars and No Cents (\$9,200.00), 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 1<sup>st</sup> day of November, 2021.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Victoria Thomas, City Attorney



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

## Estimate

Date	Estimate #
5/26/2021	772

Name / Address
City of Seagoville 702 North Highway 175 Seagoville, TX 75159

Project
City Hall Mens/Womens Restroom Tile

Qty	Description	Total
574	Sq. Ft. of Floor Tile ( 1" x 1" ) - Demo and Replace - Labor / Materials	9,200.00
<b>Total</b>		\$9,200.00

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

**Meeting Date: November 1, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide asphalt road work on West Malloy Bridge Road for compensation in an amount not to exceed One Hundred Eighty Four Thousand Four Hundred Thirty Two Dollars and No Cents (\$184,432.00) as set forth in Exhibit "A", attached hereto and incorporated herein; authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

### **BACKGROUND OF ISSUE:**

On or about November 18, 2019 the City of Seagoville awarded a Unit Price Contract for Asphalt Repair ("Contract") to Anderson Asphalt & Concrete Paving. Pursuant to said Contract, Anderson Asphalt & Concrete Paving submitted an estimate in the amount of \$184,432.00 for provision of asphalt road work on West Malloy Bridge Road, including the provision of all necessary labor, equipment, and materials, a copy of which is attached as Exhibit A. the City Council for the City of Seagoville, Texas has reviewed the estimate and has determined it to be in the best interest of the City to authorize the City Manager to execute any documents necessary to authorize Anderson Asphalt & Concrete Paving to provide asphalt road work on West Malloy Bridge Road as set forth in Exhibit A.

### **FINANCIAL IMPACT:**

\$184,432.00

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS:**

Resolution  
Quote

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING ANDERSON ASPHALT & CONCRETE PAVING TO PROVIDE ASPHALT ROAD WORK ON WEST MALLOY BRIDGE ROAD FOR COMPENSATION IN AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHTY FOUR THOUSAND FOUR HUNDRED THIRTY TWO DOLLARS AND NO CENTS (\$184,432.00) AS SET FORTH IN EXHIBIT A, ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on or about November 18, 2019 the City of Seagoville awarded a Unit Price Contract for Asphalt Repair ("Contract") to Anderson Asphalt & Concrete Paving; and

**WHEREAS**, pursuant to said Contract, Anderson Asphalt & Concrete Paving submitted an estimate in the amount of \$184,432.00 for provision of asphalt road work on West Malloy Bridge Road, including the provision of all necessary labor, equipment, and materials, a copy of which is attached as Exhibit A; and

**WHEREAS**, the City Council for the City of Seagoville, Texas has reviewed the estimate and has determined it to be in the best interest of the City to authorize the City Manager to execute any documents necessary to authorize Anderson Asphalt & Concrete Paving to provide asphalt road work on West Malloy Bridge Road as set forth in Exhibit A;

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

**SECTION 1.** The City Council hereby authorizes Anderson Asphalt & Concrete Paving to provide asphalt road work on West Malloy Bridge Road, to include provision of all necessary labor, equipment, and materials, for compensation in an amount not to exceed one hundred eighty four thousand four hundred thirty two dollars and no cents (\$184,432.00) as 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.** This resolution shall take effect immediately from and after its passage and it is accordingly resolved.

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this the 1<sup>st</sup> day of November, 2021.

**APPROVED:**

---

Dennis K. Childress, Mayor

**ATTEST:**

---

Kandi Jackson, City Secretary

**APPROVED AS TO FORM:**

---

Victoria Thomas, City Attorney



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

**Meeting Date: November 1, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving and ratifying the City Manager's action approving Project No. CH210107 under the City's contract with Anderson Asphalt & Concrete Paving, LLC in an amount not to exceed Fourteen Thousand Four Hundred Dollars (\$14,400.00) for reconstruction to Elmo Street; authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

### **BACKGROUND OF ISSUE:**

Pursuant to the CDBG Program with Dallas County Elmo Street was reconstructed. One area of Elmo Street, being 2,000sf of asphalt roadway was omitted during reconstruction and is currently is unsafe for vehicles to travel. In November 2019, the City entered into a master contract with Anderson Asphalt & Concrete Paving, LLC ("Anderson") for on-going repairs and maintenance for asphalt pavement in the City. Anderson has provided Project No. CH210107 under the contract, attached hereto as Exhibit "A", for the reconstruction to Elmo Street for a total amount of \$14,400.00. Believing it to be in the best interest of the City and its citizens, the City Manager has approved Anderson to perform the reconstruction to Elmo Street as set forth in Exhibit "A", which is attached hereto. Based on the foregoing, the City Council finds it to be in the best interest of the City and its citizens to approve and ratify the City Manager's action for an expenditure of general fund monies in an amount not to exceed Fourteen Thousand Four Hundred Dollar and No Cents (\$14,400.00) for reconstruction to Elmo Street as set forth herein.

### **FINANCIAL IMPACT:**

\$14, 400.00

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS:**

Resolution  
Quote

**THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO. \_\_-R-2021**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AND RATIFYING THE CITY MANAGER'S ACTION APPROVING PROJECT NO. CH210107 UNDER THE CITY'S CONTRACT WITH ANDERSON ASPHALT & CONCRETE PAVING, LLC IN AN AMOUNT NOT TO EXCEED FOURTEEN THOUSAND FOUR HUNDRED DOLLARS (\$14,400.00) FOR RECONSTRUCTION TO ELMO STREET; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Pursuant to the CDBG Program with Dallas County Elmo Street was reconstructed; and

**WHEREAS**, one area of Elmo Street, being 2,000sf of asphalt roadway was omitted during reconstruction and is currently is unsafe for vehicles to travel; and

**WHEREAS**, in November 2019, the City entered into a master contract with Anderson Asphalt & Concrete Paving, LLC ("Anderson") for on-going repairs and maintenance for asphalt pavement in the City; and

**WHEREAS**, Anderson has provided Project No. CH210107 under the contract, attached hereto as Exhibit "A", for the reconstruction to Elmo Street for a total amount of \$14,400.00; and

**WHEREAS**, believing it to be in the best interest of the City and its citizens, the City Manager has approved Anderson to perform the reconstruction to Elmo Street as set forth in Exhibit "A", which is attached hereto; and

**WHEREAS**, based on the foregoing, the City Council finds it to be in the best interest of the City and its citizens to approve and ratify the City Manager's action for an expenditure of general fund monies in an amount not to exceed Fourteen Thousand Four Hundred Dollar and No Cents (\$14,400.00) for reconstruction to Elmo Street as set forth herein.

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

**Section 1.** The City Council hereby approves and ratifies the City Manager's action in approving the Project No. CH210107 under the City's contract with Anderson Asphalt & Concrete Paving, LLC in an amount not to exceed Fourteen Thousand Four Hundred Dollars (\$14,400.00) for emergency repairs to Elmo Street as set forth in Exhibit "A" attached hereto; and, the City Manager is hereby authorized to execute any and all documents necessary to complete the project.

**Section 2.** All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of the resolution be, and the same are hereby repealed, and all resolutions of

the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

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

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

**PASSED AND APPROVED** by the City Council of the City of Seagoville, Texas this 1<sup>st</sup> day of November, 2021.

**APPROVED:**

---

Dennis K. Childress, Mayor

ATTEST:

---

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

---

Victoria Thomas, City Attorney

EXHIBIT "A"



## ***Regular Session Agenda Item: 12***

**Meeting Date: November 1, 2021**

### **ITEM DESCRIPTION:**

Receive Councilmember Reports/ Items of Community Interest

### **BACKGROUND OF ISSUE:**

Section 551.0415 of the Texas Government Code authorizes a quorum of the governing body of a municipality or county to receive reports about items of community interest during a meeting without having given notice of the subject of the report if no action is taken. Section 551.0415 defines an “item of community interest” to include:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in status of a person’s public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## *Regular Session Agenda Item: 13*

**Meeting Date:** November 1, 2021

**ITEM DESCRIPTION:**

Future Agenda Items

**BACKGROUND OF ISSUE:**

Council provides direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

N/A

## *Executive Session Agenda Item: 14*

**Meeting Date:** November 1, 2021

### **ITEM DESCRIPTION:**

#### **Recess into Executive Session**

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

- A. § 551.071. Consultation with City Attorney: receive legal advice related to Public Safety Requirements regarding LaPulga Seagoville.**
- B. § 551.071. Consultation with City Attorney: receive legal advice related to Multi-Family Licensing and Inspection**

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## *Executive Session Agenda Item: 15*

Meeting Date: November 1, 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. Consultation with City Attorney: receive legal advice related to Public Safety Requirements regarding LaPulga Seagoville.
- B. § 551.071. Consultation with City Attorney: receive legal advice related to Multi-Family Licensing and Inspection.

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## ***Regular Session Agenda Item: 16***

**Meeting Date: November 1, 2021**

### **ITEM DESCRIPTION:**

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 11, “Health and Sanitation”, by adding a new Article 11.05 “Multi-Family Licensing and Inspection”; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date.

### **BACKGROUND OF ISSUE:**

This item was requested by Mayor Pro Tem Fruin.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Ordinance – Amending Chapter 11 “Health and Sanitation”

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 11, "HEALTH AND SANITATION", BY ADDING A NEW ARTICLE 11.05 "MULTI-FAMILY LICENSING AND INSPECTION"; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council desires to develop a process to enforce City building, electrical, fire, residential, mechanical, plumbing, energy, fuel gas, and maintenance codes with regard to multi-family dwelling complexes located within the City in order to safeguard the life, health, safety, welfare and property of the occupants thereof;

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

**SECTION 1.** Chapter 11, "Health and Sanitation", of the Code of Ordinances of the City of Seagoville, Texas is hereby amended by adding a new Article 11.05, "Multi-Family Licensing and Inspection" to read as follows:

**"CHAPTER 11. HEALTH AND SANITATION**

...

**ARTICLE 11.05. – Multi-Family Licensing and Inspection**

**Sec. 11.05.001 - Title.**

These regulations shall be known as the "Multi-Family Licensing and Inspection Ordinance," and may be cited as such.

**Sec. 11.05.002 - Purpose.**

The purpose of this article is to safeguard the life, health, safety, welfare, and property of the occupants of multi-family dwelling complexes and the general public, by developing a process to enforce City building, electrical, fire, residential, mechanical, plumbing, energy, fuel gas, and maintenance code standards; and to provide equitable and practical remedies for the violation of these City code standards.

**Sec. 11.05.003 - Definitions.**

For the purpose of this article, the terms, words, or phrases shall have the meanings given herein.

*Bedroom.* Any room or space used or intended to be used for sleeping purposes.

*Building official.* The official or other designated authority charged with the administration and enforcement of the City building, electrical, fire, residential, mechanical, plumbing, energy, fuel gas, and maintenance codes.

*City.* City of Seagoville.

*City Manager.* City manager or designee.

*Common area.* Communal areas of the multi-family dwelling complex, including but not limited to hallways, stairways, lobby areas, laundry rooms, pool facilities, green spaces, recreation rooms and parking lots.

*Director.* The official, or designee, charged with the administration and enforcement of this article by the City manager.

*Dwelling unit.* A building or portion of a building which is arranged, occupied, or intended to be occupied as living quarters for not more than one family, and including facilities for food preparation, sleeping, and sanitation.

*Family.* A number of individuals living together as a single housekeeping unit, in which not more than four (4) individuals are unrelated by blood, marriage, or adoption.

*Multi-family complex license.* License issued by the City pursuant to this article.

*Multi-family dwelling complex.* Any building or portion thereof which is designed, built, rented, leased which contains three (3) or more dwelling units or apartments, including age restricted senior living facilities which are not licensed and inspected by the State. The term shall not include hotels, motels, or owner-occupied dwelling units.

*Owner.* Any person, partnership, corporation or other legal entity having a legal or equitable title to the property.

*Person.* An individual, corporation, partnership or any other legal entity.

*Premises.* A lot, plot, or parcel of land, including any structure thereon, including a dwelling unit, appurtenances thereto, grounds and facilities held out for the use of tenants generally and any other area of facility whose use is promised to the tenant.

*Tenant.* Any person who occupies a dwelling unit for living or dwelling purposes with the consent of the landlord.

**Sec. 11.05.004 – Applicability and administration.**

- (a) This article shall apply to all multi-family complexes located in the city with three (3) or more dwelling units and which are more than one (1) year old measured from the date of the issuance of the certificate of occupancy for the original construction of such multi-family complex.
- (b) The director is authorized to administer and enforce the provisions of this article.

**Sec. 11.05.005 - License required.**

- (a) It shall be unlawful for any person to own, operate, or manage a multi-family complex in the City without a current and valid license having been issued for said multi-family complex. Any person who owns, operates, or manages managing a multi-family complex at more than one (1) location shall obtain a license for each multi-family complex. A multi-family complex for which the initial certificate of occupancy has been issued for the original construction thereof shall be exempt from this license requirement for a period of one year from the date of issuance of the certificate of occupancy.
- (b) A license issued pursuant to this Article is not assignable or transferable.

**Sec. 11.05.006 - License application, renewal, and expiration.**

- (a) Any person who owns, operates, or manages a multi-family dwelling complex shall file a city-supplied application for a licensee with the director for each multi-family dwelling complex location. The application shall include the following information:
  - (1) Name, address, telephone number of the owner, operator, and the property manager.
  - (2) Trade name of the multi-family complex.
  - (3) Number of dwelling units broken down by bedroom configurations including efficiencies, one-bedroom, two-bedroom, three-bedroom, etc.
  - (4) Emergency contact information including the names of designated employees or other authorized persons who shall be assigned to respond to emergency conditions, and a telephone number at which said persons can be contacted during any twenty-four-hour period. Emergency conditions include but are not limited to fire, natural disaster, flood, collapse hazard, burst pipes, crime or similar events or conditions.
  - (5) The application shall be signed by the owner, operator, or manager of the multi-family complex.
- (b) The licenses shall expire on December 31 of each calendar year and shall be renewed annually. Any newly constructed multi-family complex applying for an initial license shall submit a license application within the one year after date of issuance of the certificate of occupancy for original construction of the multi-family complex.
- (c) The director may from time to time revise the license application form and require additional information.
- (d) The director may at any time, require the applicant to submit additional information to clarify the application.
- (e) If there is a change in ownership of a multi-family complex, the owner, operator, or manager is required to submit a new license application and obtain a new license within thirty (30) days after the date of change in ownership with no license fee charged for such change. The owner or manager shall notify the City within thirty (30) days after the date of the change of ownership.
- (f) The license application shall be accompanied by the applicable license fee.

**Sec. 11.05.007 - License fee.**

Each applicant for a license for a multi-family dwelling complex, or for the renewal of a license, shall at the time of submittal of the application pay an annual license fee in an amount established by resolution of the city council from time to time.

**Sec. 11.05.008 - License suspension, denial, and revocation.**

- (a) The director may suspend, revoke, or deny a license for failure to comply with any of the terms or provisions of this article.
- (b) A license may be denied, suspended, or revoked if the applicant provides or has provided an incomplete application, false or misleading information in the license application;
- (c) A license may be suspended or revoked for failure of the owner, manager, or designee to attend the annual training required by this article
- (d) Whenever a license is suspended or revoked, the holder of the license shall be notified in writing that the license is, upon delivery of the notice, immediately suspended or revoked. The suspension or revocation shall continue until the director determines that the multi-family complex is in compliance with this article, or a license has been reinstated. Suspension of, or revocation of a license shall not preclude the director from taking other enforcement action authorized by law.
- (e) The director may, without advance notice, suspend the license of a multi-family complex if the complex is found to have one or more violations that constitutes an imminent hazard to public health or safety.
- (f) While the license is under suspension, or if application has been denied, or if the license has been revoked the owner, operator or manager may not allow any new tenants to occupy any dwelling unit in the multi-family complex until the multi-family complex is in compliance with this article as determined by the director, or a license has been issued or reinstated.
- (g) The applicant for, or holder of a license may appeal the denial, suspension, or revocation of the license to the City manager, by submitting a written appeal stating the reasons for such appeal to the office of the City manager, within five (5) business days after receipt of notice of such denial, suspension, or revocation.
- (h) Within five (5) business days after receipt of an appeal, the City manager shall set a date, time, and place for the hearing of the appeal and deliver written notice thereof to such person in accordance with this article.
- (i) A notice required to be provided or delivered by the City pursuant to this article is deemed to have been delivered by the City on the date that it is hand delivered, or three (3) days after the date the notice is sent by first class mail United States mail postage prepaid addressed to the person provided in the appeal or license application for the license.

**Sec. 11.05.009 – Owner, Operator and Manager Responsibilities.**

- (a) The owner, operator, and manager of a multi-family complex shall maintain the structures and premises in compliance with the requirements established by this article and applicable City codes and ordinances. The owner, operator, and manager of a multi-family complex shall not permit a person to occupy, nor may a person occupy or permit another person to occupy any dwelling unit in a multi-family complex which is not in a sanitary and safe condition, and which does not comply with the requirements of this article or City code and ordinances.
- (b) At the time each tenant signs a lease for a dwelling unit in a multi-family complex the owner, operator or manager thereof shall provide to the tenant the following information:
  - (1) A copy of this Multi-Family Licensing and Inspection Ordinance.
  - (2) List of City contacts for services related to enforcement of this Ordinance.
  - (3) Any additional information as may be provided by the City.
- (c) Once each calendar year the owner, manager, or a designated representative, for each licensed multi-family complex shall attend training on City code requirements and crime prevention as established by the Director, from time to time.
- (d) The owner, operator, or manager of a multi-family complex shall inspect each dwelling unit in a multi-family complex prior to leasing such dwelling unit and shall comply with the following:
  - (1) The inspection of a dwelling unit shall be conducted by the owner, operator, or manager and with the tenant when the occupancy of the dwelling unit changes, and at a minimum each dwelling unit shall be inspected at least once each calendar year.
  - (2) The owner, operator, or manager shall prepare a written inspection report for each inspection and shall provide the tenant with a copy of such inspection report. The owner, operator, or manager shall maintain copies of such inspection reports on the premises of the multi-family complex and shall make such inspection reports available to the director for inspection upon request. The inspection reports shall be maintained by the owner, operator, or manager for a minimum of three (3) years following the date of each such inspection.
- (e) The owner, operator, or manager of a multi-family complex shall inspect the community rooms, common areas and grounds of the multi-family complex at least once each calendar year and prepare a written inspect report for each such inspection. Such inspection reports shall note and identify any safety and maintenance issues. Such inspection reports shall be maintained by the owner, operator, or manager for a minimum of three (3) years following the date of each such inspection, and shall make them available to the director for inspection upon request.

**Sec. 11.05.010 – Required postings.**

Each licensed multi-family dwelling complex shall have prominently displayed in the front lobby/reception area or, for those premises without a front lobby/reception area, a conspicuous, publicly accessible area on the premises of the multi-family complex visible to the public the following:

- (a) Current and valid license certificate.
- (b) Signs displaying a telephone number at which emergency conditions can be reported during any twenty-four (24) hour period.
- (c) Sign stating, "TO REPORT UNRESOLVED VIOLATIONS OF THE CITY'S CODE OF ORDINANCES FOR THESE PREMISES, PLEASE CONTACT THE CITY OF SEAGOVILLE CODE COMPLIANCE DIVISION AT [REDACTED]."

**Sec. 11.05.011 – Inspections and Re-Inspections.**

- (a) To determine compliance with City building, electrical, fire, residential, mechanical, plumbing, energy, fuel gas, and maintenance codes and any other applicable City codes and ordinances, and to determine compliance with this article, the director may conduct:
  - (1) Periodic inspections;
  - (2) Follow-up inspections; and
  - (3) Inspections based on indications of City code or ordinance violations, including complaints filed with the City or the director.
- (b) The following areas of a multi-family dwelling complex shall be subject to periodic inspection by the director:
  - (1) All building exteriors;
  - (2) All exterior and interior common areas;
  - (3) All mechanical, maintenance, storage and equipment rooms and closets;
  - (4) Vacant dwelling units;
  - (5) Occupied dwelling units upon receipt of consent by the tenant of the dwelling unit or as may be provided by law.
- (c) The director and or the building official may inspect portions of a multi-family dwelling complex as frequently as the director or building official deems necessary.
- (d) The owner, operator, or manager of a multi-family dwelling complex shall make all exterior, interior, and exterior public areas, and vacant dwelling units of the multi-family complex available to the director for inspections at all reasonable times. If entry is refused or not obtained the director is authorized to seek a warrant as allowed by law.
- (e) The owner, operator, or manager shall be provided a copy of City inspection reports, including a list of any City code or ordinance violations or deficiencies requiring correction and a timeframe for correction of such violations or deficiencies. The owner, operator, or manager shall correct such violations or deficiencies identified in the inspection report within the timeframe established by the

director or the City. Failure to correct such violations or deficiencies may result in additional enforcement actions including, but not limited to the suspension or revocation of the license.

**Sec. 11.05.012 – Inspection standards**

- (a) This article is intended to complement the requirements of other applicable City code and ordinances and shall not be deemed to lower any more restrictive standards required by City codes and ordinances.
- (b) Multi-family complexes shall comply with all applicable City codes and ordinances.

**Sec. 11.05.013 – Offenses.**

- (a) It shall be unlawful for any person to violate any provision of this article.
- (b) A person commits an offense if the person owns, operates or manages, or causes to operated, a multi-family complex without a current valid license issued by the director, or while the license is suspended.
- (c) A person commits an offense if the person owns, operates, or manages, or causes to operated, a multi-family complex which is in violation of City codes or ordinances.
- (d) A person commits an offense if such person submits a license application that contains false or misleading information.
- (e) A person commits an offense if the person owns, operates, or manages, or causes to operated, a multi-family complex and the owner or manager, or designee for such multifamily complex has failed to attend the annual training as required by this article.
- (f) A person commits an offense if the person owns, operates, or manages, or causes to operated, a multi-family complex and rents, leases, advertises or holds out for rent, any multi-family complex without a current valid license having been issued for such premises.

**Sec. 11.05.014 - Penalties.**

- (a) Any person violating any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be subject to a fine not to exceed two thousand dollars (\$2,000.00) for each offense; and each day such violation continues to exist, shall constitute a separate offense.
- (b) In addition to the penalties of this article, the City is authorized to file suit for injunctive relief as may be necessary to enforce the provisions of this article.

**SECTION 2.** All ordinances of the City in conflict with the provisions of this ordinance shall be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict herewith shall remain in full force and effect.

**SECTION 3.** Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or

unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

**SECTION 4.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 5.** Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville, as previously amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

**SECTION 6.** This ordinance shall take effect immediately from and after its passage and publication of the caption as the law and charter may require.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 2021.**

**APPROVED:**

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

**APPROVED AS TO FORM:**

**ATTEST:**

\_\_\_\_\_  
**Victoria W. Thomas, City Attorney**  
(102521vwtTM125637)

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