



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, OCTOBER 17, 2022**

**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 3, 2022 (City Secretary)**
- 2. Consider approving a Resolution of the City of Seagoville, Texas designating the Daily Commercial Record as the official newspaper for the City of Seagoville, Texas; providing for repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date (City Secretary)**

3. Consider approving a Resolution of the City of Seagoville, Texas finding that Oncor Electric Delivery Company LLC'S ("ONCOR" or "Company") application to change rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and Legal Counsel (Director of Administrative Services)

REGULAR AGENDA-

4. First Reading - Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the economic development project between the Seagoville Economic Development Corporation and Billy L. and Joan Nabors, Inc., d/b/a Billy L. Nabors Demolition for the demolition of structures located on property owned by Seagoville Economic Development Corporation and located at 101 N. Kaufman Street in the City of Seagoville, as reflected in the terms and conditions of an agreement for demolition services between the parties; and providing an effective date (City Manager)

5. Discuss Republic Services Performance (Councilmember Fruin)

6. 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, Inc., a Delaware Corporation ("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 (Police Support Services)

7. 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 (Police Support Services)

8. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, as amended, by granting a change in zoning from Agricultural (AG) to Commercial (C), on approximately 5.004± acres located in the J. Merchant Survey No. 335, Abstract 310, commonly referred to as 1485 South Highway 175, in the City of Seagoville, Kaufman County, Texas, and being depicted and described by metes and bounds in Exhibit "A" attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date (Community Development)

9. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and map, as previously amended, by changing the zoning from "LR-SUP" Local Retail with a Special Use Permit, for a tobacco store, to "LR-SUP-Amended" Local Retail with a Special Use Permit Amended to provide for an additional Special Use Permit for prepackaged beverages, subject to special conditions on approximately 0.386± acres located at 611 North U.S. Highway 175, being described as Tracts L, M, and the east half of Lot 2 in the Town & Country Shopping Center revised, in the City of Seagoville, Texas; providing for special conditions; providing for the repeal of all Ordinances in conflict; 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 an effective date (Community Development)

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 Shepherd Place Homes, Inc., a Texas for profit corporation; and providing an effective date (City Attorney)

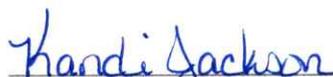
11. Second Reading - Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the economic development project between the Seagoville Economic Development Corporation and Billy L. and Joan Nabors, Inc., d/b/a Billy L. Nabors Demolition for the demolition of structures located on property owned by Seagoville Economic Development Corporation and located at 101 N. Kaufman Street in the City of Seagoville, as reflected in the terms and conditions of an agreement for demolition services between the parties; and providing an effective date (City Manager)

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.

Adjourn

Posted Friday, October 14, 2022, by 5:00 P.M.


Kandi Jackson, City Secretary



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

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

DATES TO REMEMBER

- **Monday, November 7, 2022, Regular City Council Meeting**
- **Monday, November 21, 2022, Regular City Council Meeting**
- **Monday, December 5, 2022, Regular City Council Meeting**
- **Monday, December 19, 2022, Regular City Council Meeting**

Consent Session Agenda Item: 1

Meeting Date: October 17, 2022

ITEM DESCRIPTION:

Consider approving City Council Meeting Minutes for October 3, 2022.

BACKGROUND OF ISSUE:

Approve City Council Meeting Minutes for October 3, 2022

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

October 3, 2022, Work Session Meeting Minutes
October 3, 2022, Regular Session Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
OCTOBER 3, 2022**

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 3, 2022, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

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

A. Discuss Regular Session Agenda Items

1. Consider approving City Council Meeting Minutes for September 19, 2022 (City Secretary)

No questions.

2. Discuss and consider approving the Chamber of Commerce Street Dance to be held on November 5, 2022

Seagoville Chamber of Commerce Managing Director, Edwards stated the Chamber of Commerce is seeking permission from City Council to host the Second Annual Street Dance Event to be held on Saturday, November 5, 2022. She stated it will be held in Old Downtown Seagoville on N. Kaufman St. at Malloy Bridge Road from 6:00 p.m. to 10:00 p.m. She stated there will be live music, food vendors, and face painting for children.

3. Conduct a public hearing concerning an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and map, as previously amended, by changing the zoning from "C" Commercial to "C-SUP" Commercial with a Special Use Permit to allow for a drive through service window, subject to special conditions on approximately 2.00± acres described as Lot 1R, Block 1 of the Nabors addition, commonly known as 2806 Highway 175, Seagoville, Dallas County, Texas (Community Development)

4. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and map, as previously amended, by changing the zoning from "C" Commercial to "C-SUP" Commercial with a Special Use Permit to allow for a drive through service window, subject to special conditions on approximately 2.00± acres described as Lot 1R, Block 1 of the Nabors addition, commonly known as 2806 Highway 175, Seagoville, Dallas County, Texas; providing for special conditions; 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 (Community Development)

Senior Planner Medina stated this Ordinance amends the Comprehensive Zoning Ordinance and map, as previously amended, by changing the zoning from "C" Commercial to "C-SUP" Commercial with a Special Use Permit to allow for a drive through service window, subject to special conditions on approximately 2.00± acres described as Lot 1R, Block 1 of the Nabors Addition, commonly known as 2806 Highway 175, Seagoville, Dallas County, Texas.

5. Conduct a public hearing on a request amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Planned Development with mix uses for multi-family residential, office, local retail and commercial (PD-20-03) to Planned Development with mix uses for multi-family residential, office, local retail and commercial Amended-1 (PD-20-03-A1) on approximately 21.567± acres commonly known as 108 South Highway 175, in the City of Seagoville, Dallas County, Texas, and being legally depicted and described in Exhibit "A" (Community Development)

6. Discuss and consider approving an Ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Planned Development with mix uses for multi-family residential, office, local retail and commercial (PD-20-03) to Planned Development with mix uses for multi-family residential, office, local retail and commercial Amended-1 PD-20-03-A1) on approximately 21.567± acres commonly known as 108 South Highway 175, in the City of Seagoville, Dallas County, Texas, and being legally depicted and described in Exhibit “A”, attached hereto and incorporated herein; providing for development regulations; providing for the approval of the site plan, which is attached hereto and incorporated herein as Exhibit “B”; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date (Community Development)

Senior Planner Medina stated this Ordinance amends the Comprehensive Zoning Ordinance and map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Planned Development with mix uses for multi-family residential, office, local retail and commercial (PD-20-03) to Planned Development with mix uses for multi-family residential, office, local retail and commercial Amended-1 (PD-20-03-A1) on approximately 21.567 ± acres commonly known at 108 South Highway 175, in the City of Seagoville, Dallas County, Texas.

Adjourned at 6:42 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
OCTOBER 3, 2022**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, October 3, 2022, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

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

Invocation – *Invocation was led by Mayor Pro Tem Magill.*

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

Mayor's Report – *Mayor Childress stated there was a 100% City Council support today and he thanked everyone for supporting the City Manager.*

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 September 19, 2022 (City Secretary)

Motion to approve City Council Meeting Minutes for September 19, 2022 – Magill, seconded by Howard; motion passed with all ayes. 5/0

REGULAR AGENDA-

2. Discuss and consider approving the Chamber of Commerce Street Dance to be held on November 5, 2022

Motion to approve the Chamber of Commerce Street Dance to be held on November 5, 2022 – Fruin, seconded by Magill; motion passed with all ayes. 5/0

3. Conduct a public hearing concerning an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and map, as previously amended, by changing the zoning from "C" Commercial to "C-SUP" Commercial with a Special Use Permit to allow for a drive through service window, subject to special conditions on approximately 2.00± acres described as Lot 1R, Block 1 of the Nabors addition, commonly known as 2806 Highway 175, Seagoville, Dallas County, Texas (Community Development)

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

No one spoke for or against.

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

4. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and map, as previously amended, by changing the zoning from "C" Commercial to "C-SUP" Commercial with a Special Use Permit to allow for a drive through service window, subject to special conditions on approximately 2.00± acres described as Lot 1R, Block 1 of the Nabors addition, commonly known as 2806 Highway 175, Seagoville, Dallas County, Texas; providing for special conditions; 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 (Community Development)

Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and map, as previously amended, by changing the zoning from "C" Commercial to "C-SUP" Commercial with a Special Use Permit to allow for a drive through service window, subject to special conditions on approximately 2.00± acres described as Lot 1R, Block 1 of the Nabors addition, commonly known as 2806 Highway 175, Seagoville, Dallas County, Texas; providing for special conditions; 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 – Magill, seconded by Epps; motion passed with all ayes. 5/0

5. Conduct a public hearing on a request amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Planned Development with mix uses for multi-family residential, office, local retail and commercial (PD-20-03) to Planned Development with mix uses for multi-family residential, office, local retail and commercial Amended-1 (PD-20-03-A1) on approximately 21.567± acres commonly known as 108 South Highway 175, in the City of Seagoville, Dallas County, Texas, and being legally depicted and described in Exhibit “A” (Community Development)

Mayor Childress opened the public hearing at 7:05 p.m.

No one spoke for or against.

Mayor Childress closed the public hearing at 7:05 p.m.

6. Discuss and consider approving an Ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Planned Development with mix uses for multi-family residential, office, local retail and commercial (PD-20-03) to Planned Development with mix uses for multi-family residential, office, local retail and commercial Amended-1 (PD-20-03-A1) on approximately 21.567± acres commonly known as 108 South Highway 175, in the City of Seagoville, Dallas County, Texas, and being legally depicted and described in Exhibit “A”, attached hereto and incorporated herein; providing for development regulations; providing for the approval of the site plan, which is attached hereto and incorporated herein as Exhibit “B”; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date (Community Development)

Motion to approve an Ordinance of the City of Seagoville, Dallas County, Texas, amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, Dallas County, Texas, as heretofore amended, by granting a change in zoning from Planned Development with mix uses for multi-family residential, office, local retail and commercial (PD-20-03) to Planned Development with mix uses for multi-family residential, office, local retail and commercial Amended-1 (PD-20-03-A1) on approximately 21.567± acres commonly known as 108 South Highway 175, in the City of Seagoville, Dallas County, Texas, and being legally depicted and described in Exhibit “A”, attached hereto and incorporated herein; providing for development regulations; providing for the approval of the site plan, which is attached hereto and incorporated herein as Exhibit “B”; providing a repealing clause; providing a severability clause; providing a savings clause; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date – Howard, seconded by Magill; motion passed with all ayes. 5/0

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

None.

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

None.

9. Recessed into Executive Session at 7:08 p.m.

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

- A. § 551.071. Consultation with City Attorney: receive legal advice related to the Carport Ordinance**
- B. § 551.071. Consultation with City Attorney: receive legal advice related to Criminal History for employees**
- C. § 551.087. Discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, and to deliberate the offer of a financial or other incentive to a business prospect, to wit: “No Name Restaurant.”**

10. Reconvened into Regular Session at 7:36 p.m.

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 the Carport Ordinance**
- B. § 551.071. Consultation with City Attorney: receive legal advice related to Criminal History for employees**
- C. § 551.087. Discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, and to deliberate the**

offer of a financial or other incentive to a business prospect, to wit: “No Name Restaurant.”

No action taken.

Adjourned at 7:36 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Consent Session Agenda Item: 2

Meeting Date: October 17, 2022

ITEM DESCRIPTION:

Consider approving a Resolution of the City of Seagoville, Texas designating the Daily Commercial Record as the official newspaper for the City of Seagoville, Texas; providing for repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The Charter provides for ordinances imposing any penalty, fine or forfeiture to become effective only after having been published once in its entirety or by caption form after adoption, in a newspaper designated as the official newspaper of the City. In addition, public hearings, bid notices, election notices, etc. are published in this same paper.

For a newspaper to qualify to be considered the municipalities “*official*” newspaper, the following criteria must be met:

- (1.) Devote not less than 25% of its total column lineage to general interest items;
- (2.) Be published at least once each week;
- (3.) Be entered as 2nd class postal matter in the county where published; and
- (4.) Have been published regularly and continuous for at least 12 months before the governmental entity or representative publishes notice. Tex. Gov’t Code § 2051.044

The Daily Commercial Record was designated the “*official*” newspaper in April, 2016 due to the Suburbia News no longer being in business.

The Daily Commercial Record is the “*official*” newspaper for the City of Garland, Garland ISD, City of Mesquite, Dallas County and Balch Springs. The Daily Commercial Record has five (5) publications a week which is helpful to staff when scheduling public hearings.

FINANCIAL IMPACT:

Advertisement costs vary each year based on Planning & Zoning activity, volume of Ordinances, number of Elections, etc. Funds are allocated in the City Secretary budget for expenditure.

RECOMMENDATION:

Staff recommends designating Daily Commercial Record as the “*official*” newspaper, if the Council so desires.

EXHIBITS:

Resolution designating Daily Commercial Record as official newspaper

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
DESIGNATING THE *DAILY COMMERCIAL RECORD* AS
THE OFFICIAL NEWSPAPER FOR THE CITY OF
SEAGOVILLE, TEXAS; PROVIDING FOR REPEAL OF
ANY AND ALL RESOLUTIONS IN CONFLICT;
PROVIDING FOR SEVERABILITY CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Chapter 52, Section 52.004, Texas Local Government Code requires that as soon as practicable after the beginning of each municipal year, the governing body of the municipality shall designate, by ordinance or resolution, a public newspaper to be the municipality's official newspaper until another newspaper is selected; and

WHEREAS, the public newspaper serving the City of Seagoville, Texas and the local area that is the most widely read is the *Daily Commercial Record*; and

WHEREAS, the *Daily Commercial Record* meets all the requirements for service as the official newspaper of the City:

- (1) Devote not less than 25% of its total column lineage to general interest items;
- (2) Be published at least once each week;
- (3) Be entered as 2nd class postal matter in the county where published; and
- (4) Have been published regularly and continuous for at least 12 months before the governmental entity or representative publishes notices.

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

SECTION 1. The *Daily Commercial Record* is hereby designated the official newspaper for the City of Seagoville, Texas.

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

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

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 17th day of October 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

Consent Session Agenda Item: 3

Meeting Date: October 17, 2022

ITEM DESCRIPTION:

Consider approving a Resolution of the City of Seagoville, Texas finding that Oncor Electric Delivery Company LLC'S ("ONCOR" or "Company") application to change rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and Legal Counsel.

BACKGROUND OF ISSUE:

The City of Seagoville is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries. The Steering Committee of Cities Served by Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within the City.

On May 13, 2022, Oncor Electric Delivery Company LLC ("Oncor" or "Company") filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates. The impact of this requested increase on an average residential customer using 1,300 kWh/month would be about \$6.02 per month.

In a prior City action, Oncor's rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor ("Steering Committee"), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor's request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas where the appeal will be consolidated with Oncor's filing (i.e. PUC Docket No. 53601) currently pending at the Commission.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

Resolution

CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ____-R-22

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S ("ONCOR" OR "COMPANY") APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Seagoville, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about May 13, 2022, Oncor filed with the City an application to increase system-wide transmission and distribution rates by \$251 million or approximately 4.5% over present revenues. The Company asks the City to approve an 11.2% increase in residential rates and a 1.6% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application; and

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

SECTION 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

SECTION 2. That the Company shall continue to charge its existing rates to customers within the City.

SECTION 3. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution.

SECTION 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 5. That a copy of this Resolution shall be sent to Oncor, Care of Howard Fisher, Oncor Electric Delivery Company, LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, TX 78701.

PASSED AND APPROVED this 17th day of October, 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(cdb 10/06/2022)

Regular Session Agenda Item: 4

Meeting Date: October 17, 2022

ITEM DESCRIPTION:

First Reading - Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the economic development project between the Seagoville Economic Development Corporation and Billy L. and Joan Nabors, Inc., d/b/a Billy L. Nabors Demolition for the demolition of structures located on property owned by Seagoville Economic Development Corporation and located at 101 N. Kaufman Street in the City of Seagoville, as reflected in the terms and conditions of an agreement for demolition services between the parties; and providing an effective date.

BACKGROUND OF ISSUE:

The Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will promote and retain new and expanding business enterprises within the City. The SEDC owns the real property and structures situated thereon located at 101 N. Kaufman Street in the City of Seagoville. The structures located at 101 N. Kaufman are dilapidated and in need of demolition in order that the SEDC may develop the property for use in promotion and retention of new and expanded business enterprises within the City. SEDC has approved an Agreement for Demolition Services with Billy L. and Joan Nabors, Inc., d/b/a Billy L. Nabors Demolition, for the demolition of the structures located at 101 N. Kaufman for a total price of \$84,290.900, under the terms and conditions set forth in said Agreement, attached hereto as Exhibit “A” (the “Project”).

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

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Approving the economic development project w/ Billy L. Nabors Agreement w/Billy L. Nabors for demolition of 101 N. Kaufman

CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND BILLY L. AND JOAN NABORS, INC., D/B/A BILLY L. NABORS DEMOLITION FOR THE DEMOLITION OF STRUCTURES LOCATED ON PROPERTY OWNED BY SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND LOCATED AT 101 N. KAUFMAN STREET IN THE CITY OF SEAGOVILLE, AS REFLECTED IN THE TERMS AND CONDITIONS OF AN AGREEMENT FOR DEMOLITION SERVICES BETWEEN THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the SEDC owns the real property and structures situated thereon located at 101 N. Kaufman Street in the City of Seagoville; and

WHEREAS, the structures located at 101 N. Kaufman are dilapidated and in need of demolition in order that the SEDC may develop the property for use in promotion and retention of new and expanded business enterprises within the City; and

WHEREAS, SEDC has approved an Agreement for Demolition Services with Billy L. and Joan Nabors, Inc., d/b/a Billy L. Nabors Demolition, for the demolition of the structures located at 101 N. Kaufman for a total price of \$84,290.900, under the terms and conditions set forth in said Agreement, attached hereto as Exhibit “A” (the “Project”) and

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

WHEREAS, the City Council has determined that the Project contemplated by SEDC under the terms and conditions set forth in the Agreement for Demolition Services, Exhibit “A” hereto, will promote and retain new and expanded business enterprises within the City of Seagoville; and

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

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

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

Section 1. The City Council hereby approves and authorizes the Project between the Seagoville Economic Development Corporation and Billy L. and Joan Nabors, Inc., d/b/a Billy L. Nabors Demolition, under the terms and conditions set forth in the Agreement for Demolition Services, attached hereto as Exhibit “A”.

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

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

DULY RESOLVED AND ADOPTED after the First Reading and Second Reading by
the City Council of the City of Seagoville, Texas, this the 17th day of October, 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(101422vwtTM131936)

Exhibit "A"
[Agreement for Demolition Services]
(to be attached)

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2022-R-__

A RESOLUTION OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING AN AGREEMENT WITH BILLY L. AND JOAN NABORS, INC., A TEXAS FOR-PROFIT CORPORATION, DOING BUSINESS AS BILLY L. NABORS DEMOLITION FOR THE DEMOLITION OF 101 N. KAUFMAN STREET SEAGOVILLE, TEXAS FOR A TOTAL PRICE OF \$84,290.00; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE SAID FUNDS AND EXECUTE ANY NECESSARY DOCUMENTS FOR THE PROJECT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 101 N. Kaufman St., Seagoville, Texas is property owned by the Seagoville Economic Development Corporation (“SEDC”); and

WHEREAS, the structure located on 101 N. Kaufman St. is deteriorating and poses a danger to the public safety and welfare; and

WHEREAS, SEDC, in conjunction with the City of Seagoville, solicited and obtained quotes for the demolition work contemplated at 101 N. Kaufman Street; and

WHEREAS, Billy L. and Joan Nabors, Inc., d/b/a Billy L. Nabors Demolition, has provided the lowest written estimate to perform demolition (“Project”) of said structure, said estimate, including all materials, equipment, and labor, being \$84,290.00;

NOW, THEREFORE, BE IN RESOLVED BY THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION:

SECTION 1. That the SEDC Board of Directors hereby authorizes the Executive Director to contract with Billy L. and Joan Nabors, Inc., d/b/a Billy L. Nabors Demolition, to perform the demolition of the structure located at 101 N. Kaufman St., Seagoville, Texas for compensation in the total amount not to exceed \$84,290.00 as set forth in the quote attached hereto and incorporated herein by this reference as Exhibit “A”.

SECTION 2. 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

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 3. That this resolution shall take effect immediately from and after its passage, as the law in such cases provides.

DULY PASSED by the Board of Directors of the Seagoville Economic Development Corporation on the 13th day of October 2022.

APPROVED:

Jose Hernandez, Board Chair

ATTEST:

Kandi Jackson, Board Secretary

APPROVED AS TO FORM:

Victoria Thomas, SEDC General Counsel
(092322vwtTM131644)

Exhibit "A"
[Contract with Billy Nabors]

Regular Session Agenda Item: 5

Meeting Date: **October 17, 2022**

ITEM DESCRIPTION:

Discuss Republic Services Performance.

BACKGROUND OF ISSUE:

Councilmember Fruin requested this item be placed on the Agenda.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Regular Session Agenda Item: 6

Meeting Date: October 17, 2022

ITEM DESCRIPTION:

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, Inc., a Delaware Corporation (“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.

BACKGROUND OF ISSUE:

The Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer for maintenance, support, and services under a Motorola Service Agreement; and customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement; and Motorola will provide the Services described in this Agreement; and this Agreement will renew, for an additional one (1) year term on every anniversary of the state date; and for and in consideration of the mutual benefits and obligations set forth in this Agreement, attached as Exhibit A and fully incorporated herein.

FINANCIAL IMPACT:

The amount of this Service Agreement is \$37,418.22 and has been budgeted in this fiscal year 2022-2023 under Support Services.

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Approving terms and conditions of Service Agreement w/Motorola Agreement with Motorola

RESOLUTION NO. ____

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, INC., A DELAWARE CORPORATION (“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.

WHEREAS, Motorola Solutions, Inc., a Delaware corporation duly registered and authorized to do business in the State of Texas (“Motorola”), is willing to provide the maintenance, support and services identified on the Service Agreement (the “Agreement”) attached hereto as Exhibit “A” for a period of one year, with the Agreement to renew automatically on each annual anniversary date, with adjustments by Motorola to the pricing under the Agreement on each anniversary date, unless a party provides notice of intent not to renew; and

WHEREAS, City staff recommend approval of the Service Agreement, including the Maintenance Terms and Conditions thereto;

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

SECTION 1. The City Council hereby approves the Service Agreement with Motorola Solutions, Inc. attached hereto as Exhibit “A” and authorizes the City Manager to execute the same.

SECTION 2. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Seagoville, Texas, on this the 17th day of October 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(101322vwtTM131914)

EXHIBIT A
[Motorola Solutions, Inc. Agreement]



SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000101457
Contract Modifier: R21-APR-22 18:20:46

Date: 26-MAY-2022

Company Name: Seagoville, City Of
Attn.: Christine Wirth
Billing Address: 702 N Hwy 175
City, State, Zip Code: Seagoville, TX 75159
Customer Contact: Christine Wirth
Phone: 972-287-2999

P.O.#: N/A
Customer #: 1035278622
Bill to Tag#: 0001
Contract Start Date: 01-OCT-2022
Contract End Date: 30-SEP-2023
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV01S01034A	ASTRO DMS ADVANCED RM	\$308.39	\$3,700.62
	LSV01S01106A	ASTRO SYSTEM ESSENTIAL PACKAGE	\$972.39	\$11,668.68
	LSV03S02047A	ASTRO DMS ON-PREM	\$0.00	\$0.00
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	\$267.46	\$3,209.44
	SVC01SVC0053A	ASTRO NETWORK SECURITY MONITORING CTD	\$126.29	\$1,515.53
	SVC01SVC0140A	REMOTE SUS	\$76.79	\$921.51
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	\$39.41	\$472.85
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00	\$0.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$57.81	\$693.69
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$1,269.66	\$15,235.90
Sub Total			\$3,118.19	\$37,418.22
Taxes			\$0.00	\$0.00
Grand Total			\$3,118.19	\$37,418.22
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

Highlighted cybersecurity services added when applicable:

SECURITY PATCHING

Remote Security Update Service

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

Security Update Service

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

THREAT DETECTION

Managed Detection & Response

Does Not Apply

Opt Out - I have received a briefing on this service and choose not to subscribe.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)



CSM

05/26/2022

MOTOROLA REPRESENTATIVE (SIGNATURE)

TITLE

DATE

TRAVIS TREVINO

(903)494-1592

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : Seagoville, City Of
Contract Number : USC000101457
Contract Modifier : R21-APR-22 18:20:46
Contract Start Date : 01-OCT-2022
Contract End Date : 30-SEP-2023

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

Revised Oct 9, 2021

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. Intentionally Omitted.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

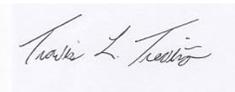
3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

Customer: _____

By:  _____

By: _____

Name: Travis Trevino

Name: _____

Title: CSM

Title: _____

Date: 05/26/2022

Date: _____

Regular Session Agenda Item: 7

Meeting Date: October 17, 2022

ITEM DESCRIPTION:

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.

BACKGROUND OF ISSUE:

Garland and Seagoville are political subdivisions within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens, and both Garland and Seagoville are home-rule municipalities as allowed by Tex. Const. Art. 5; and the Interlocal Cooperation Act, Tex. Gov’t Code Ann. 791.001 et seq. (the “Act”), provides authority for local governments of the State of Texas to enter into interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and Garland and Seagoville are local governments as that term is defined in the Act and this Master Agreement is being entered into pursuant to and under the authority of the Act; and municipalities own and operate radio systems and other public safety communication devices for the purpose of providing radio communications in support of their governmental operations; and the municipal radio systems and public safety communications devices periodically need repairs, upgrades, and routine maintenance; and in order to provide dependable/mission-critical radio service for use by each of the Cities and their respective users, Garland and Seagoville desire to enter into this Master Agreement to provide maintenance and repair services for said radio systems and public safety devices used by the Cities and their respective users, as such radio system coverage is essential and a necessary component of providing certain vital government services by each respective City, including, without limitation, police, fire, emergency medical and public works protection provided by each City to ensure safe, effective and efficient communications, and to benefit the greatest number of citizens both now and in the future; and this Master Agreement memorializes the agreement between the Cities regarding the maintenance and repair of the radio system and other public safety devices.

FINANCIAL IMPACT:

The amount of this Service Agreement and subscriber fees is \$23,580.00 and has been budgeted in this fiscal year 2022-2023 under Support Services.

RECOMMENDATION:

N/A

EXHIBITS:

Resolution
Agreement

RESOLUTION

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.

WHEREAS, Garland and Seagoville entered into a Master Interlocal Radio Service Agreement (“Master Agreement”) on or about November 8, 2020; and

WHEREAS, under the terms of that Master Agreement, the Cities will enter into an annual agreement, also referred to as the Work Order, to identify the scope of the work and cost thereof for the each fiscal year; and

WHEREAS, the Cities have negotiated the Work Order, attached hereto as Exhibit “A”, to cover 2022-2023 fiscal year, with the amounts that would be due thereunder having been included in the City’s 2022-2023 budget.

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

SECTION 1. The City Council hereby approves the annual agreement or Work Order with the City of Garland attached hereto as Exhibit “A” for Fiscal Year 2022-2023, said Work Order being governed by and made in accordance with the Master Interlocal Radio Service Agreement between the City of Seagoville and the City of Garland and further authorizes the City Manager to execute the Work Order on behalf of the City of Seagoville.

SECTION 2. Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. This resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Seagoville, Texas, on this the 17th day of October 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(101322vwtTM131915)

EXHIBIT A
[FY 2023 Annual Work Order with Garland Under Master ILA]

**WORK ORDER SUBJECT TO THE TERMS AND CONDITIONS
OF MASTER INTERLOCAL RADIO SERVICES AGREEMENT**

This Work Order Subject to the Terms and Conditions of the Master Interlocal Radio System Service Agreement (the "Work Order") is entered into between the City of Garland, Texas ("Garland") and the City of Seagoville, Texas, ("Seagoville") (individually, Garland and Seagoville are also referred to as a "Party," collectively, referred to herein as the "Cities" or "Parties").

WHEREAS, Garland and Seagoville entered into a Master Interlocal Radio Service Agreement ("Master Agreement") on or about November 8, 2020; and

WHEREAS, the Cities desire to identify the scope of the work and cost thereof for the 2022-2023 fiscal year;

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Work Order, the Cities agree as follows:

2022.001 Incorporation by reference. This Work Order is subject to the terms and conditions of the Master Agreement, the terms of which are incorporated herein by reference.

2022.002 Duration. This Work Order shall be in effect from midnight, October 1, 2022, through 11:59 p.m., September 30, 2023.

2022.003 Services provided. During the pendency of this Work Order, Garland agrees to provide the services described in Articles 2 and 3 of the Master Agreement.

2022.004 Fees. Seagoville shall pay Garland for these services as follows:

(a) **Subscriber fees.** Seagoville shall pay Garland Five and No/100 Dollars (\$5.00) per month for each mobile, portable, and control station subscriber. Additional Subscribers may be added at any time by paying this fee in full.

Subscriber Technical Support	\$7,080.00
------------------------------	------------

(b) **Covered Services.** Seagoville agrees to pay Garland the lump sum of Sixteen thousand, Five hundred Dollars and Zero Cents (\$16,500.00) for the remaining Covered Services, said payment to be made on or before November 15, 2022. The Parties agree that, pursuant to the Master Agreement, the term "Covered Services" applies only to the labor necessary to troubleshoot and repair the Covered Equipment, and specifically excludes equipment, parts, and Consumables necessary for repairs and maintenance. These items, as well as any shipping and handling fees Garland incurs in sending any Covered Equipment or Subscriber Radios to the manufacturer for repairs (and any manufacturer fees, including shipping and handling fees, for any out-of-warranty repair work) shall be invoiced to Seagoville on a periodic basis.

On-Site Infrastructure Technical Support	\$9,500.00
On-Site FSA Technical Support	\$1,000.00
On-Site Microwave Technical Support	\$4,000.00
On-Site Infrastructure Preventive Maint.	<u>\$2,000.00</u>
Total	\$16,500.00

(c) **Special Project rate.** Pursuant to Section 4.03(c) of the Master Agreement, for any Special Project approved by Seagoville during the pendency of this Work Order, Garland shall charge Seagoville the rate of Eighty-five Dollars (\$85) per hour, with one hour minimum, for work performed on that Special Project, plus any applicable expenses for shipping and handling fees, equipment, parts, and Consumables necessary for repairs and maintenance. Garland shall invoice Seagoville for these fees and expenses on a periodic basis.

EXECUTED this ____ day of _____, 2022.

CITY OF GARLAND, TEXAS

 Bryan Bradford
 City Manager

Approved as to form:

 Stephen M. Hines
 Sr. Assistant City Attorney

EXECUTED this ____ day of _____, 2022.

CITY OF SEAGOVILLE, TEXAS

 Patrick Stallings
 City Manager

Approved as to form:

 Ray Calverley
 Police Chief

Regular Session Agenda Item: 8

Meeting Date: October 17, 2022

ITEM DESCRIPTION:

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and map of the City of Seagoville, as amended, by granting a change in zoning from Agricultural (AG) to Commercial (C), on approximately 5.004± acres located in the J. Merchant Survey No. 335, Abstract 310, commonly referred to as 1485 South Highway 175, in the City of Seagoville, Kaufman County, Texas, and being depicted and described by metes and bounds in Exhibit “A” attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for a severability clause; providing for a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing for an effective date.

BACKGROUND OF ISSUE:

Located on the southeast corner of East US 175 and FM 1389, the subject property is within the Agricultural (AG) zoning district. The property received that default AG classification upon its annexation into the City in 2008 per section 25.02.041 of the City’s Code of Ordinances. The applicant is requesting to rezone the property from the current AG zoning district to a Commercial (C) zoning district.

The adopted Seagoville Future Land Use Plan component of the City’s Comprehensive Plan was last amended in 2002. The Comprehensive Plan identifies future land uses not only for areas within the City’s municipal boundaries, but also within its extraterritorial jurisdiction (“ETJ”). The Future Land Use Plan identifies the subject property, in addition to much of the US 175 corridor, as being within a Local Retail Zoning District. The Future Land Use Plan makes a clear distinction between Local Retail and Commercial land uses by stating the following:

“Retail land use areas are intended to provide for a variety of retail trade, personal and business services and establishments. As mentioned previously, retail establishments generally require higher visibility than do other types of nonresidential land use (e.g., office, commercial). In response to this need, retail land uses have been designated in the higher traffic areas of Seagoville, with concentrated retail uses recommended along U.S. Highway 175.” (Seagoville Comprehensive Plan, 2002, Chapter 5, Future Land Use Plan 5-8)

“Areas designated for commercial land use are intended for a variety of commercial uses and establishments with outside storage, display and sales. Examples of such uses include automobile-related services, feed stores, welding shops, and pawn shops. One primary difference between retail and commercial uses is that retail uses tend to rely more heavily on walk-in business. Consequently, retail uses need the visibility that major thoroughfares provide.” (Seagoville Comprehensive Plan, 2002, Chapter 5, Future Land Use Plan 5-9)

This item was tabled at the September 19, 2022, City Council meeting.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

On August 30, 2022, the Planning and Zoning Commission voted unanimously (five to zero) to recommend approval of the zoning request.

EXHIBITS:

Ordinance – Rezone for 1485 South Highway 175
Office District Regulations
Local Retail District Regulations
Commercial District Regulations

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. ____-2022

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, AS AMENDED, BY GRANTING A CHANGE IN ZONING FROM TO AGRICULTURAL (AG) TO COMMERCIAL (C), ON APPROXIMATELY 5.004± ACRES LOCATED IN THE J. MERCHANT SURVEY NO. 335, ABSTRACT 310, COMMONLY REFERRED TO AS 1485 SOUTH HIGHWAY 175, IN THE CITY OF SEAGOVILLE, KAUFMAN COUNTY, TEXAS, AND BEING DEPICTED AND DESCRIBED BY METES AND BOUNDS IN EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the Planning and Zoning Commission of the City of Seagoville and the City Council of the City of Seagoville, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given requisite notices by publication and otherwise, and have held due public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Seagoville is of the opinion and finds that a zoning change should be granted, and that the Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1: That the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, as heretofore amended, be and the same is hereby amended by granting a change in the zoning from Agricultural (AG) to Commercial (C), on approximately 5.004± acres located in the J. Merchant Survey No. 335, Abstract 310, commonly referred to as 1485 South Highway 175, in the City of Seagoville, Kaufman County, Texas, and being depicted and described by metes and bounds in Exhibit “A” attached hereto and incorporated herein.

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

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

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

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

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

DULY PASSED by the City Council of the City of Seagoville, Texas this 19th day of September, 2022.

APPROVED:

Dennis, K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(091522vwtTM131499)

EXHIBIT "A"

BEING a 5.004-acre tract of land situated in the J. Merchant Survey No. 335, Abstract No. 310 Texas; being a portion of that certain tract of land as described in a Special Warranty Management, LP in Volume 2476, Page 377 and further referenced as being a portion of a Tract to contain 31.896 acres to Caroline Hunt Trust Estate as described in Volume 433, Page 100, Records of Kaufman County, Texas ; said 5.004 acres being more particularly described by metes and follows with bearings referenced to the Texas Coordinate System of 1983, North Central Zone, 4:

BEGINNING: at a 5/8-inch iron rod with cap stamped "Spoooner & Assoc." found on the Southeastern line of U.S. Highway 175 (right-of-way varies) for the Northernmost Northwestern corner of a 2,314.1631-acre tract called Second Tract in a Special Warranty Deed & Grant & Reservation of Easements to the Municipal Water District in Volume 5314, Page 79 (Instrument No. 2017-0008060) of the Records of Kaufman County, Texas, a corner of the remainder of the said Wetlands Management tract, for the POINT OF BEGINNING of this herein described tract;

THENCE: South 10°50'01"West a distance of 363.97 feet along a line of the said 2,314.1631-acre tract to the remainder of the said Wetlands Management tract to a 5/8-inch iron rod with cap stamped "Spoooner & Assoc." found for a corner of the said 2,314.1631-acre tract, a corner of the remainder of the said Wetlands Management tract, for the Southeastern corner of this herein described tract;

THENCE: North 79°10'53"West a distance of 628.96 feet along a line of the said 2,314.1631-acre tract to the remainder of the said Wetlands Management tract to a Texas Department of Transportation monument found for a corner of Farm to Market Road No. 1389, a corner of the said 2,314.1631-acre tract, a corner of the remainder of the said Wetlands Management tract, for the Southwestern corner of this herein described tract;

THENCE: North 20°19'41"East a distance of 369.55 feet along the Southeastern line of said Farm to Market Road No. 1389, a line of the remainder of the said Wetlands Management tract to a Texas Department of Transportation Type 1 concrete monument found on the Southern line of said U.S. Highway 175, a corner of the remainder of the said Wetlands Management tract, for the Northwestern corner of this herein described tract;

THENCE: South 79°07'49"East a distance of 568.01 feet along the Southern line of said U.S. Highway 175, a corner of remainder of the said Wetlands Management tract to the POINT OF BEGINNING and containing the said 5.004-acre tract of land.

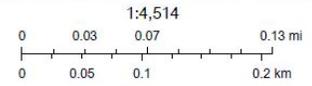
1485 South Highway 175
Kaufman CAD Web Map

Exhibit A



1/12/2022, 10:16:40 AM

-  Abstracts
-  Parcels



Esri Community Maps Contributors, Baylor University, Texas Parks & Wildlife Department, Kaufman County Appraisal District, BIS Consulting - www.bisconsulting.com

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

DIVISION 13
O Office District Regulations

§ 25.02.271. Use regulations.

Land and buildings in the “O” District may be used for any of the following listed uses, but no land shall be altered or used and no building or structure shall be altered, erected, relocated, reconstructed or converted which is arranged or designed or used for other than the following uses, none of which is intended to permit retail sales of any commodity other than services:

- Financial offices.
- Professional offices.
- Doctors’ and dentists’ offices.
- Personal services.
- Real estate offices.
- Business offices.
- Consultants’ offices.
- Architect or engineers’ offices.
- Attorneys’ offices.
- Salesman’s offices.
- Political offices.
- General offices.

Accessory buildings shall be limited to the parking of automobiles and the storage of records and the equipment used and not items for sale.

(Ordinance 05-06, sec. 1, adopted 5/4/06)

§ 25.02.272. Signs.

Signs shall be limited to the marquee, flat wall or parapet type and shall not be of the flashing or intermittently lighting or rotary type.

(Ordinance 05-06, sec. 1, adopted 5/4/06)

§ 25.02.273. Height regulations.

No building or structure shall exceed 2-1/2 standard stories in height.

(Ordinance 05-06, sec. 1, adopted 5/4/06)

§ 25.02.274. Area requirements.

(a) Yards.

(1) Front yard:

- (A) There shall be a front yard having a minimum depth of not less than 30 feet, except as hereinafter provided in the article on variances and exceptions.
- (B) Where lots have double frontage running through from one street to another, the required front yard shall be provided on both sides.
- (2) Side yard: There shall be a side yard having a minimum width of 15 feet on both sides of the tract or lot or a minimum of 30 feet between buildings if more than one is created on a single lot or tract.
- (3) Rear yard: There shall be a rear yard having a minimum depth of 25 feet.
- (b) Area of the lot. No minimum area.
- (c) Width of lot. No minimum width.
- (d) Depth of lot. No minimum depth.
- (e) Parking regulations.
 - (1) Off-street parking shall be provided at the minimum ratio of one space for each 200 square feet of building, unless otherwise provided in section 25.02.714.
 - (2) On-site vehicle stacking for drive-through facilities shall be provided in accordance with section 25.02.714.
- (f) Building materials. All main buildings shall be of exterior fire-resistant construction having exterior walls constructed of masonry materials as described in division 32, Regulations Applicable to all Districts, section 25.02.712, and in accordance with the city building code, as amended, and fire code, as amended.

(Ordinance 05-06, sec. 1, adopted 5/4/06; Ordinance 04-10 adopted 5/6/10)

§ 25.02.275. through § 25.02.300. (Reserved)

DIVISION 15
LR Local Retail District Regulations

§ 25.02.351. Use regulations.

In an “LR” District, no land shall be used and no building shall be used, erected or converted to any use other than those listed below or those of a like and/or similar use:

Any use permitted in the “O” Office District. (Dwellings of all types are excluded.)

Ambulance service.

Antique shop.

Aquarium.

Art gallery.

Auto laundry without boiler, heating and steam-cleaning facilities, in which all washing operations are carried on within a building.

Auto repair garage where all work is conducted inside the building and not including the open storage of vans, trailers or trucks.

Auto seat covering.

Bakery, retail.

Bank, office, wholesale sales office, or sample room.

Barber and beauty shop.

Bird and pet shops, retail.

Book or stationery store.

Bowling alley - if air-conditioned and soundproofed.

Camera shop.

Candy shop.

Caterer.

Cleaning, dyeing and laundry pickup station for receiving and delivery of articles to be cleaned, dyed and laundered, but no actual work to be done on premises.

Cleaning and pressing shops having an area of not more than 6,000 square feet.

Curtain cleaning shop having an area of not more than 6,000 square feet.

Department store, novelty or variety shop, retail sales.

Dying plant with not more than 6,000 square feet of floor space.

Electrical goods, retail sales only.

Electrical repairing - domestic equipment and autos, retail sales only.

Electric substation.

Exterminating company, retail.

Film developing and printing.

Fix-it shops, bicycle repairs, saw filing, lawn mower sharpening, retail only, but without outside storage.

Florist, retail sales only.

Furniture store - retail.

Furniture repairs and upholstering, retail sales only, and where all storage and display is within the building.

Frozen food lockers, retail.

Gasoline/motor fuel sales.

Gasoline/motor fuel sales, automated.

Grocery store[.]

Hardware, sporting goods, toys, paints, wallpaper[,] clothing, retail sales only.

Household and office furniture, furnishings and appliances, retail.

Ice delivery station.

Job printing.

Jewelry, optical goods, photographic supplies, retail.

Laundry, automatic equipped with machines of the type customarily found in the home, where custom laundering and finishing may be done. The shop shall not exceed 6,000 square feet in area and no pickup and delivery shall be operated.

Letter and mimeograph shop.

Library, rental.

Meat market, retail sales only.

Moving picture theater.

Nursery, retail sale of plants and trees.

Office building.

Outside display, new materials only.

Outside storage units, portable (PODs).

Parking lot without public garage of [or] other automobile facilities for the parking of passenger cars and trucks of less than one ton capacity only.

Pharmacy/drug store.

Photographer's or artist's studio.

Professional offices for architect, attorney, engineer and real estate.

Public garage.

Piano and musical instruments, retail sales only.

Plumbing shop, retail sales only, without warehouse facilities (to include storage for ordinary repairs, but not storage for materials for contracting work).

Restaurant, dine-in only Restaurant, dine-in/convenience Restaurant, fast food

Restaurant, outdoor/patio dining

Restaurant, private club

Retail store or shop for custom work or the making of articles to be sold for retail on the premises.

Rug cleaning shop having an area of not more than 6,000 square feet, chemical type, where all cleaning operations are carried on within a building, where rugs are laid flat on the floor, the chemical mixed with water, applied with a brush, and removed by vacuum cleaning, entirely without the generation of dust.

Seamstress, dressmaker, or tailor.

Seed store.

Shoe repair shop, retail sales only.

Studios, dance, music, drama, health massage and reducing.

Studio for the display and sale of glass, china, art objects, cloth and draperies.

Taxi stand.

Washateria, equipped with automatic washing machines of the type customarily found in a home and where the customer may personally supervise the washing and handling of his laundry.

Wearing apparel including clothing, shoes, hats, millinery and accessories.

(Ordinance 12-89, sec. 2a, adopted 9/14/89; Ordinance 09-02, sec. 2, adopted 7/18/02; Ordinance 10-02, sec. 2, adopted 7/18/02; Ordinance 06-05, sec. 1, adopted 3/3/05; Ordinance 04-10 adopted 5/6/10; Ordinance 03-2017, sec. 1, adopted 3/6/17; Ordinance 32-2019 adopted 9/16/19)

§ 25.02.352. Height regulations.

No building or structure shall exceed 2-1/2 standard stories in height.

(Ordinance 05-06, sec. 1, adopted 5/4/06)

§ 25.02.353. Area regulations.

(a) Front yard.

(1) There shall be a front yard having a minimum depth of not less than 25 feet except as hereinafter provided in the division on variances and exceptions [division 27].

(2) Where lots have double frontage, running through from one street to another, the required front yard shall be provided on both streets.

(b) Side yard. On the side of a lot in an “LR” District adjoining a single-family, duplex, or an Apartment District, there shall be a side yard. No side yard shall be required where the LR District is separated from a residential district by an alley. The minimum width of the side yard shall be ten feet or ten percent of the average

width of the lot, whichever is smaller, but a side yard shall not be less than five feet. The side yard adjacent to a side street shall not be less than ten feet.

- (c) Rear yard.No rear yard shall be required for a retail use except where a lot adjoins a single-family, duplex, or an apartment district, and is not separated therefrom by an alley in which event there shall be a rear yard on the rear of the lot equal to 20 percent of the depth of the lot, but the required rear yard shall not be greater than 24 feet. Where a lot or any portion of a lot is used for single-family dwelling, two-family or multiple-family use, there shall be a rear yard on the rear of the lot equal to 20 percent of the depth of the lot, but the required rear yard shall not be greater than 24 feet.
- (d) Area of the lot.The minimum lot area requirements for single-family, two-family, or multiple-family dwellings shall be the same as those for the Apartment District. Where dwelling facilities are provided above or behind stores, the lot area requirements shall be the same as those required for multiple-family dwellings in the Apartment District.
- (e) Width of the lot.The minimum width of the lot shall be 60 feet for single-family, two-family or multiple-family use. For other uses, the width may be less than 60 feet.
- (f) Parking regulations.
 - (1) The parking regulations for single-family, two-family and multiple-family dwellings are the same as those in the Apartment Multiple Dwelling District.
 - (2) Furniture stores shall provide off-street parking space at the ratio of one space for each 1,000 square feet of floor area.
 - (3) Medical or dental clinics shall provide off-street parking space at the ratio of one space for each 250 square feet of floor area.
 - (4) Banks, professional offices, business offices, other than medical or dental clinics, shall provide off-street parking space at a ratio of one parking space for each 500 square feet of floor area.
 - (5) Establishments for the sale and consumption on the premises of food or refreshments shall provide off-street parking space at a ratio of one space for each 150 square feet of floor area.
 - (6) Bowling alleys shall provide off-street parking space at the ratio of three spaces for each lane.
 - (7) Any building hereafter erected, altered or converted for local retail or personal service use not listed above shall provide off-street parking space at the following ratio:
 - (A) Buildings having less than 5,000 square feet of floor area shall provide one space for each 500 square feet of ground floor building area.

- (B) Buildings having over 5,000 square feet, but not more than 10,000 square feet of ground floor area shall provide ten spaces plus one space for each 333 feet of ground floor area in excess of 5,000 square feet.
- (C) Buildings having over 10,000 square feet of ground floor area shall provide 25 parking spaces plus one space for each 200 square feet of ground floor area in excess of 10,000 square feet.
- (D) Buildings having local retail or professional office uses on floors above the ground floor shall provide off-street parking spaces at the ratio of one space for each 500 square feet of floor area about the ground floor.
- (E) Where more than one building is located upon a lot the parking requirements shall be based upon the total floor area of all such structures.
- (8) Retail, office and service buildings shall provide and maintain off-street facilities for the loading and unloading of merchandise and goods within the building or on the lot adjacent to a public alley or private service drive to facilitate the movement of traffic on the public streets. Such space shall consist of a minimum area ten feet by 25 feet for each 20,000 square feet of floor space or fraction thereof in excess of 3,000 square feet in the building or on the lot used for retail, storage or service purposes.
- (9) On-site vehicle stacking for drive-through facilities shall be provided in accordance with section 25.02.714.
- (g) Exterior fire-resistant construction. All main buildings shall be of exterior fire-resistant construction having exterior walls constructed of masonry materials as described in division 32, Regulations Applicable to all Districts, section 25.02.712, and in accordance with the city building code, as amended, and fire code, as amended.

(Ordinance 05-06, sec. 1, adopted 5/4/06; Ordinance 04-10 adopted 5/6/10)

§ 25.02.354. through § 25.02.370. (Reserved)

DIVISION 16
C Commercial District Regulations

§ 25.02.371. Use regulations.

In an “C” District, no land shall be used and no building shall be used, erected or converted to any use other than those listed below or those of a like and/or similar use:

Any use permitted in the “LR” Local Retail District.

Artificial flower manufacture.

Artificial limb manufacture.

Automobile dealers.

Automobile laundry.

Auto painting, auto upholstery.

Awning manufacture, cloth, metal, wood.

Aquarium, wholesale.

Book printing, binding, bindery.

Bottling works with syrup manufacture.

Bowling alley.

Bus and truck storage.

Cabinet shop.

Candy manufacture.

Canvas awning manufacture.

Car barns.

Carpenter shop.

Carpet cleaning - washing and scouring if dustproof room and dust-catching equipment is provided.

Carting, express, hauling or storage.

Cement storage.

Ceramic products, handcraft shop having an area of not more than 6,000 square feet.

Clothing manufacture.

Cold storage plant.

Commercial amusement.

Commercial colleges.

Cleaning and dry cleaning establishment having an area in excess of 6,000 square feet.

Contractor’s storage yard.

Driving range.

Dry goods, wholesale and storage.

Dyeing plant having more than 6,000 square feet.
Egg candling and grading.
Electrical and neon sign manufacture.
Electrical repairing.
Electro-plating; electro-tying.
Engraving plant.
Envelope manufacture.
Feed store, wholesale and storage.
Florist, wholesale.
Food products manufacture, frozen food lockers, wholesale.
Furniture repair and upholstering - wholesale.
Furniture auction sales.
Hauling, light or heavy.
Household goods, storage.
Ice cream manufacture; ice manufacture.
Job printing and book printing.
Laundry, commercial.
Leather products manufacture.
Lithographing.
Loading or storage tracks.
Looseleaf book manufacture.
Lumberyard (building material).
Market - public.
Mattress making and renovating - where dust precipitating equipment is used.
Milk depot, wholesale.
Millinery manufacture.
Miniature golf course.
Mirror resilvering.
Motion-picture studio, commercial films.
Motorcycle repairing.
Moving and storage company.
Newspaper printing.
Optical goods manufacture.
Paint mixing, but excluding all cooking or baking operations of paints, varnish and lacquers.

Paper products and paper box manufacture.
 Photoengraving plant.
 Plastic products, molding, casting and shaping.
 Penal or correctional institutions for insane, feebleminded, liquor or narcotic.
 Printing equipment, supplies, repairs.
 Print shop.
 Publishing company.
 Schools - all types including trade and commercial colleges.
 Secondhand furniture.
 Seed store, wholesale sales and storage.
 Sheetmetal shop.
 Shoe store, wholesale sales and storage.
 Skating rink.
 Storage and sales of used auto parts and accessories when located inside building and in which no automobile or parts of automobiles for sale is stored or displayed in the open.
 Storage of trucks, and gravel.
 Stone monument works - retail.
 Streetcar barns.
 Taxicab storage and repairs.
 Team tracks and unloading docks, railroads.
 Tire retreading and recapping.
 Tourist camp.
 Trade schools of all types.
 Transfer and baggage company.
 Trunk manufacturing.
 Typesetting.
 Used car lot.
 Venetian blind manufacturing.
 Warehouse, wholesale offices, sales and storage.
 Water distillation.
 (Ordinance 12-89, sec. 2b, adopted 9/14/89; Ordinance 04-10 adopted 5/6/10; Ordinance 22-2017 adopted 10/2/17)

§ 25.02.372. Height regulations.

No building shall exceed six standard stories in height unless setback from all lot lines

or any required yard lines [is] one foot for each two feet of building height above such six-story limit.

(Ordinance 05-06, sec. 1, adopted 5/4/06)

§ 25.02.373. Area requirements.

- (a) Front yard. Where all the frontage on one side of the street between two intersecting streets is located in the “C” District, no front yard shall be required. When the frontage on one side of the street between two intersecting streets is located partly in the “C” District and partly in a more restricted use district, the front yard shall conform to the more restricted use district.
- (b) Side yard. No side yard shall be required for commercial or retail use, except:
 - (1) For a single-family dwelling, two-family dwelling, or a multiple-family dwelling use, a side yard shall be required on each side of the lot as in the “A” District.
 - (2) On the side of the lot adjoining a single-family, two-family, or Apartment District, there shall be a side yard. No side yard shall be required where the “C” District is separated from any residential district by an alley. The minimum width of the side yard shall be ten feet or ten percent of the average width of the lot, whichever is smaller but a side yard shall not be less than five feet.
- (c) Rear yard. No rear yard shall be required for commercial or retail use except where a lot abuts single-family, two-family, or Apartment District and is not separated therefrom by an alley, in which event there shall be a rear yard on the rear of the lot equal to 20 percent of the depth of the lot but in no case shall such rear yard be less than ten feet, but the required rear yard shall not be greater than 24 feet. For a single-family, two-family, or multiple-family dwelling use, there shall be a rear yard on the rear of the lot equal to 20 percent of the depth of the lot, but the required rear yard shall not be greater than 24 feet.
- (d) Area of the lot. The minimum lot area requirements for single-family, two-family or multiple-family dwellings shall be the same as those in the Apartment District. Where dwelling facilities are provided above stores, the lot area requirements shall be the same as those required for multiple-family dwellings in the Apartment District.
- (e) Width of lot. The minimum width of the lot shall be 60 feet for a single-family dwelling, two-family, or multiple-family dwelling use, for other uses the width may be less than 60 feet.
- (f) Parking regulations.
 - (1) The parking regulations for single-family, two-family, and multiple-family dwellings are the same as those in the Apartment Multiple Dwelling District.

- (2) The parking regulations for all local retail uses are the same as those in the “LR” Local Retail District.
- (3) Motels shall provide off-street parking space at the ratio of one space for each guestroom.
- (4) Dance halls, commercial amusement establishments, nightclubs, and skating rinks shall provide off-street parking at a ratio of one space for each 100 square feet of floor area used for dancing, amusement or skating.
- (5) Driving range, amusement parks, miniature golf courses shall provide off-street parking at the ratio of one space for each five persons. The maximum number of patrons which can be served shall be the basis in determining parking requirements.
- (6) Manufacturing, industrial, and processing establishments, repair shops, warehouses, storage buildings, lumber and supply yards shall provide off-street parking space at a ratio of one space for each five employees. The maximum number of employees on duty at any time, day or night, shall be the basis determining [for] parking requirements for any establishment. Where the number of employees is indeterminate, off-street parking space shall be provided at a ratio of one space for each 1,000 square feet of floor area.
- (7) Retail, office service, industrial and manufacturing buildings shall provide and maintain off-street facilities for loading and unloading of merchandise and goods within the building or on the lot adjacent to a public alley or private service drive to facilitate the movement of traffic on the public streets. Such space shall consist of a minimum area of ten feet by 25 feet for each 20,000 square feet of floor space or fraction thereof in excess of 3,000 feet in the building or on the lot used for retail, storage or service purposes.
- (8) On-site vehicle stacking for drive-through facilities shall be provided in accordance with section 25.02.714.
- (g) Exterior fire-resistant construction. All main buildings shall be of exterior fire-resistant construction having exterior walls constructed of masonry materials as described in division 32, Regulations Applicable to all Districts, section 25.02.712, and in accordance with the city building code, as amended, and fire code, as amended.

(Ordinance 05-06, sec. 1, adopted 5/4/06; Ordinance 04-10 adopted 5/6/10)

§ 25.02.374. through § 25.02.390. (Reserved)

Regular Session Agenda Item: 9

Meeting Date: October 17, 2022

ITEM DESCRIPTION

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and map, as previously amended, by changing the zoning from "LR-SUP" Local Retail with a Special Use Permit, for a tobacco store, to "LR-SUP-Amended" Local Retail with a Special Use Permit Amended to provide for an additional Special Use Permit for prepackaged beverages, subject to special conditions on approximately 0.386± acres located at 611 North U.S. Highway 175, being described as Tracts L, M, and the east half of Lot 2 in the Town & Country Shopping Center revised, in the City of Seagoville, Texas; providing for special conditions; providing for the repeal of all Ordinances in conflict; 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 an effective date.

BACKGROUND OF ISSUE:

The land currently has an existing commercial building on the subject property. The front parcel of the same owner contains the parking lot for this portion of the building. It is located on the south side of the U.S. Highway 175 between East Farmers Road and Glendale Avenue.

The owner, Global Boom LLC, and their proposed tenant, Anas Naji, are requesting that the Special Use Permit be amended to include prepackaged beverages in the existing LR, Local Retail, zoning district of the business. If the amended SUP is approved, the tenant plans to open his business at 611 North Highway 175.

This item was tabled at the December 6, 2021, City Council meeting, until the applicant could bring the property up to current fire code standards. According to the City fire marshal, the fire sprinkler and alarm systems have been installed to City specification.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

On October 26, 2021, the Planning and Zoning Commission voted unanimously (five to zero) to recommend approval with conditions on a zoning change request from LR, Local Retail, to LR-SUP, Local Retail with a Special Use Permit for a Tobacco Shop on approximately 0.39± acres described as Tracts L, M, and the east half of Lot 2 in the Town & Country Shopping Center Revised, commonly known as 611 North U.S. Highway 175, Seagoville, Dallas County, Texas.

The conditions of approval were:

- The Special Use Permit (SUP) is limited to maximum 2 calendar years.
- Limit hours of operation of the business are from 6:00 AM to 12:00 midnight.
- This Special Use Permit (SUP) will expire when one of the following happens:
 - o The business owner relocates;
 - o The business owner closes his doors;
 - o The owner expands their land uses; or
 - o The owner applies for a new SUP for this use at this location.

Staff supports the request with the listed conditions of approval.

EXHIBITS

- Proposed Ordinance
- December 6, 2021, City Council meeting minutes

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS PREVIOUSLY AMENDED, BY CHANGING THE ZONING FROM "LR-SUP" LOCAL RETAIL WITH A SPECIAL USE PERMIT, FOR A TOBACCO STORE, TO "LR-SUP-AMENDED" LOCAL RETAIL WITH A SPECIAL USE PERMIT AMENDED TO PROVIDE FOR AN ADDITIONAL SPECIAL USE PERMIT FOR PREPACKAGED BEVERAGES, SUBJECT TO SPECIAL CONDITIONS ON APPROXIMATELY 0.386± ACRES LOCATED AT 611 NORTH U.S. HIGHWAY 175, BEING DESCRIBED AS TRACTS L, M, AND THE EAST HALF OF LOT 2 IN THE TOWN & COUNTRY SHOPPING CENTER REVISED, IN THE CITY OF SEAGOVILLE, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; 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 AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission of the City of Seagoville and the City Council of the City of Seagoville, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Seagoville is of the opinion and finds that a zoning change should be granted and that the Comprehensive Zoning Ordinance and Map should be amended; Now, Therefore,

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

SECTION 1. That the Comprehensive Zoning Ordinance and map of the City of Seagoville, Texas, as previously amended, be, and the same are hereby amended by changing the zoning from "LR-SUP" Local Retail with a Special Use Permit, for a tobacco store with special conditions, to "LR-SUP-AMENDED" Local Retail with a Special Use Permit Amended to provide for the original tobacco store with the original special conditions relating thereto and an additional special use for prepackaged beverages, subject to special conditions stated herein on

approximately 0.386± acres located at 611 North U.S. Highway 175, being described as Tracts L, M, and the East Half of Lot 2 in the Town & Country Shopping Center Revised, in the City of Seagoville, Dallas County, Texas.

SECTION 2. The property shall be developed and used in accordance with the development standards under (1) the Seagoville Zoning Ordinance as heretofore amended, (2) the ordinances of the City of Seagoville including but not limited to building regulations, (3) Ordinance 27-2021 adopted October 4, 2021 as to the tobacco store use and (4) the following special conditions as to the prepackaged beverages use:

- (A) the special use permit for tobacco store and the additional special use permit for the prepackaged beverages shall be limited to a maximum two (2) calendar years duration, commencing on the date of adoption of this Ordinance and upon expiration thereof, the zoning for the Property will revert to LR – Local Retail;
- (B) the special use permit for tobacco store and the additional special use permit for the prepackaged beverages shall expire upon the occurrence of any of the following:
 - i. the expiration, as set forth in section (A) above, of the special use permit;
 - ii. the relocation of the business to another location;
 - iii. the closure of the business as an ongoing business enterprise offering goods and services to the public;
 - iv. the expansion of the Use(s) of the Property or the business situated thereon;
or
 - v. upon the application of the owner and the granting by the City Council of a new SUP or an extension of this SUP for the use at this location;
- (C) that the hours of operation for the business shall be limited to seven days per week, 6:00 am to 12:00 midnight.

SECTION 3. All provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect. The special conditions stated in Ordinance 27-2021 shall remain in effect on and after the passage of this Ordinance.

SECTION 4. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 5. Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 17th day of October 2022.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY
(120121vwtTM126456)



**MINUTES OF CITY COUNCIL
REGULAR SESSION
DECEMBER 6, 2021**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:05 p.m. on Monday, December 6, 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, Public Works Director Chris Ryan, City Attorney Shelby Percy, Finance Director Gail French, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

Invocation – *Invocation was led by Councilmember Magill.*

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

Mayor's Report – *None.*

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

None.

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

- 1. Consider approving City Council Meeting minutes for November 15, 2021 (City Secretary)**

Motion to approve City Council Meeting minutes for November 15, 2021 – Hernandez, seconded by Magill; motion passed with all ayes. 5/0

REGULAR AGENDA-

- 2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute a Chapter 380 Economic Development Program Agreement with GG Texas, LLC, in substantially the form of the agreement attached as Exhibit “1”; and providing an effective date (City Manager)**

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute a Chapter 380 Economic Development Program Agreement with GG Texas, LLC, in substantially the form of the agreement attached as Exhibit “1”; and providing an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 5/0

- 3. Conduct interviews with Boards & Commissions Applicants for appointment (City Secretary)**

City Secretary Jackson stated at this time Place Two (2) on the Planning & Zoning Commission is vacant and Ms. Shelley Sipriano has applied to fill that vacancy. She also stated in accordance with Ordinance No. 24-2019 Ms. Sipriano has passed the background investigation.

Motion to appoint Ms. Shelley Sipriano to Place Two (2) to the Planning & Zoning Commission – Epps, seconded by Magill; motion passed with all ayes. 5/0

- 4. Discuss and consider approving a Resolution of the City of Seagoville, Dallas County, Texas, casting its vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District (City Secretary)**

Motion to cast a vote for Mr. Michael Hurtt for the fourth member of the Board of Directors of the Dallas Central Appraisal District – Hernandez, seconded by Magill; motion passed with all ayes. 5/0

5. Conduct a public hearing to amend the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from "LR-SUP" Local Retail with a Special Use Permit, for a tobacco store, to "LR-SUP-Amended" Local Retail with a Special Use Permit amended to provide for an additional Special Use Permit for prepackaged beverages, subject to special conditions on approximately 0.386± acres located at 611 North U.S. Highway 175, being described as tracts L,M, and the East half of lot 2 in the Town & Country Shopping Center Revised, in the City of Seagoville, Texas (Community Development Director)

Mayor Childress opened the public hearing at 7:10 p.m.

Mr. Anas Naji stated would like to add prepackaged beverages to the tobacco store.

Community Development Director Barr stated this Ordinance provides a change in zoning from "LR-SUP" Local Retail with a Special Use Permit, for a tobacco store, to "LR-SUP-Amended" Local Retail with a Special Use Permit amended to provide for an additional Special Use Permit for prepackaged beverages, subject to special conditions on approximately 0.386± acres located at 611 North U.S. Highway 175, being described as tracts L,M, and the East half of lot 2 in the Town & Country Shopping Center Revised. He also stated the recommendations made by Staff.

Mayor Childress closed the public hearing at 7:11 p.m.

6. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from "LR-SUP" Local Retail with a Special Use Permit, for a tobacco store, to "LR-SUP-Amended" Local Retail with a Special Use Permit Amended to provide for an additional Special Use Permit for prepackaged beverages, subject to special conditions on approximately 0.386± acres located at 611 North U.S. Highway 175, being described as tracts L,M, and the east half of Lot 2 in the Town & Country Shopping Center Revised, in the City of Seagoville, Texas; providing for special conditions; providing for the repeal of all Ordinances in conflict; 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 an effective date (Community Development Director)

Motion to table this item until City Ordinance requirements are met – Hernandez, seconded by Magill; motion passed with all ayes. 5/0

7. Appoint City Councilmembers to serve on the Finance Committee (Finance Director)

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

8. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing and ratifying the City Manager's action approving the purchase of and purchasing a 2021 Ford F-550 crew cab utility vehicle for an amount not to exceed Fifty-Six Thousand Ten Dollars and Thirty-Five Cents (\$56,010.35) from Rush Truck Center; authorizing and ratifying the City Manager's execution of any and all necessary documents and disbursement of the funds for said purchase; and providing an effective date (Public Works Director)

Motion to approve a Resolution of the City of Seagoville, Texas, authorizing and ratifying the City Manager's action approving the purchase of and purchasing a 2021 Ford F-550 crew cab utility vehicle for an amount not to exceed Fifty-Six Thousand Ten Dollars and Thirty-Five Cents (\$56,010.35) from Rush Truck Center; authorizing and ratifying the City Manager's execution of any and all necessary documents and disbursement of the funds for said purchase; and providing an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 5/0

9. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of four (4) 2022 Ford 150 double cab trucks in a total purchase amount not to exceed One Hundred Sixty Eight Thousand Five Hundred Sixty Dollars and Sixty Five Cents (\$168,560.65) from Rush Truck Center; authorizing the City Manager to execute any and all necessary documents and disburse the funds for said purchase; and providing an effective date (Public Works Director)

Motion to approve a Resolution of the City of Seagoville, Texas, authorizing the purchase of four (4) 2022 Ford 150 double cab trucks in a total purchase amount not to exceed One Hundred Sixty Eight Thousand Five Hundred Sixty Dollars and Sixty Five Cents (\$168,560.65) from Rush Truck Center; authorizing the City Manager to execute any and all necessary documents and disburse the funds for said purchase; and providing an effective date – Magill, seconded by Hernandez; motion passed with all ayes. 5/0

10. Discuss and consider approving a Resolution 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" attached thereto, in an amount not to exceed Twenty Five Thousand Dollars (\$25,000); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Public Works Director)

Motion to approve a Resolution 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" attached thereto, in an amount not to exceed Twenty Five Thousand Dollars (\$25,000); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date – Hernandez, seconded by Magill; motion passed with all ayes. 5/0

11. 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 East Malloy Bridge Road for compensation in an amount not to exceed One Hundred Thirty Five Thousand Eight Hundred Eighty Four Dollars and Zero Cents (\$135,884.00) 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)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide asphalt road work on East Malloy Bridge Road for compensation in an amount not to exceed One Hundred Thirty Five Thousand Eight Hundred Eighty Four Dollars and Zero Cents (\$135,884.00) 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 – Magill, seconded by Hernandez; motion passed with all ayes. 5/0

12. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the terms and conditions of a Professional Services Agreement between Seagoville Economic Development Corporation and the Retail Coach in substantially the form as attached hereto as Exhibit "1", including Exhibit "A" thereto, for the purposes of providing assistance in retail recruitment and development strategy for a term of one year and for compensation in an amount not to exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00) providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving the terms and conditions of a Professional Services Agreement between Seagoville Economic Development Corporation and the Retail Coach in substantially the form as attached hereto as Exhibit "1", including Exhibit "A" thereto, for the purposes of providing assistance in retail recruitment and development strategy for a term of one year and for compensation in an amount not to exceed Seventeen Thousand Five Hundred Dollars (\$17,500.00) providing for a repealing clause; providing for a severability clause; and providing an effective date – Howard, seconded by Magill; motion passed with all ayes. 5/0

13. Discuss and consider approving additional holiday(s) for Christmas/New Year (Councilmember Hernandez)

Motion to approve the Monday after the Christmas holiday as an additional holiday and the Monday after the New Year holiday as an additional for all City Staff this year only – Hernandez, seconded by Howard; motion passed with all ayes. 5/0

14. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving and authorizing the City Manager to execute a Lease Agreement and a Maintenance Agreement with Toshiba America Business Solutions, Inc., d/b/a Toshiba Financial Services, for copiers; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date (Library Director)

Motion to approve a Resolution of the City of Seagoville, Texas, approving and authorizing the City Manager to execute a Lease Agreement and a Maintenance Agreement with Toshiba America Business Solutions, Inc., d/b/a Toshiba Financial Services, for copiers; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date – Magill, seconded by Epps; motion passed with all ayes. 5/0

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

Councilmember Epps stated he appreciates all of the Christmas decorations, Staff's hard work, and hope everyone has a good holiday.

Councilmember Magill stated the Tree Lighting Ceremony went great.

Councilmember Howard stated he hope everyone enjoys the holidays.

Councilmember Hernandez stated he likes what he sees moving forward and he appreciates it.

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

None.

17. Recessed into Executive Session at 7:23 p.m.

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

A. § 551.071. Consultation with City Attorney: receive legal advice related the City of Seagoville obtaining Simonds Lake Park

18. Reconvened into Regular Session at 7:41 p.m.

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 the City of Seagoville obtaining Simonds Lake Park

No action taken.

Adjourned at 7:41 p.m.

APPROVED:



Mayor Dennis K. Childress

ATTEST:



Kandi Jackson, City Secretary



Regular Session Agenda Item: 10

Meeting Date: October 17, 2022

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 Shepherd Place Homes, Inc., a Texas for profit corporation; and providing an effective date.

BACKGROUND OF ISSUE:

Shepherd Place Homes, Inc., (hereinafter referred to as Developer) owns and desires to develop that certain tract of land located within the City's corporate limits as a residential community. The Developer will petition the City for a PID. The PID will require the City to incur expenses for things such as Professional Services, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, court costs, special consultant fees and fees for administrative time of City staff. The Developer recognizes that the City has limited financial resources to expend for these expenses and agrees to pay and/or reimburse the City for the same in accordance with the terms set forth in a Pre-Development and Professional Services Reimbursement Agreement.

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

FINANCIAL IMPACT:

N/A

EXHIBITS:

Resolution

Exhibit A – Pre-Development and Professional Services Reimbursement Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A PRE-DEVELOPMENT AND PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF SEAGOVILLE, TEXAS, AND SHEPHERD PLACE HOMES, INC., A TEXAS FOR PROFIT CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Pre-Development and Professional Services Agreement (herein the “Agreement”), a true and correct copy of said Agreement being attached hereto and incorporated herein by reference as Exhibit “A”, between the City of Seagoville and Shepherd Place Homes, Inc., a Texas for profit corporation (“Developer”) for the development of the Greenawalt addition; 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 City Manager 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:

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 City Manager 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.

APPROVED:

DENNIS K CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY
(/cdb ~ 09/02/2022)

**PRE-DEVELOPMENT AND PROFESSIONAL SERVICES
REIMBURSEMENT AGREEMENT**

This Pre-Development and Professional Services Reimbursement Agreement (“Agreement”), effective _____, 2022, is made and entered into by and between the CITY OF SEAGOVILLE, TEXAS, a home rule city (the “City”), and SHEPHERD PLACE HOMES, INC., a Texas for-profit corporation (“Developer”), the developer of that certain tract of land located within the City’s corporate limits and described in Exhibit A attached hereto (the “Development Area”). City and Developer may each be referred to herein as “Party” and collectively as the “Parties”.

Recitals

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

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

WHEREAS, the 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 Survey of Development Area.

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

(a) Upon execution of this Agreement, the Developer shall deliver to the City \$25,000 (“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; and
- d. P3Works, Inc.
- e. Pyles Whatley Corporation
- f. Halff 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 comingle the funds for the Developer Deposit with City’s other funds held within City’s depository or investment accounts provided all funds received into and spent from such separate fund are accounted for by City as provided in the paragraph (d), below.

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

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

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

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

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

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

4. City's Obligations. In utilizing Professional Services, the City shall act in good faith and shall not incur costs unnecessarily and arbitrarily. The parties agree that nothing in this Agreement obligates the City to enter into a Development Agreement, approve creation or establishment of a PID or 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.

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:

Shepherd Place Homes, Inc.
Attention: *Robbie Lee Hale, Proj*
SHEPHERD PLACE HOMES, INC.
DBA ROBBIE HALE HOMES
972-475-1100
10527 CHURCH RD #201
DALLAS, TX 75238-2224

With a Copy to:

Attn: _____

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.

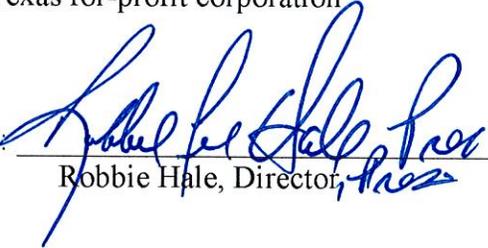
23. Effective Date. Whether signed in duplicate counterparts or on the same document, this Agreement shall be effective on the date it bears the signatures of authorized representatives of all of the Parties (the "Effective Date").

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

DEVELOPER:

Date: _____

Shepherd Place Homes, Inc.
a Texas for-profit corporation

By:  _____
Robbie Hale, Director

CITY:

Date: _____

City of Seagoville, Texas

By: _____
Patrick Stallings, City Manager

ATTEST:

Kandi Jackson, City Secretary

Approved as to form:

By: _____
Victoria W. Thomas, City Attorney
(031822vwtTM128508)

Exhibit A
[Legal Description and Survey]

Regular Session Agenda Item: 11

Meeting Date: October 17, 2022

ITEM DESCRIPTION:

Second Reading - Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the economic development project between the Seagoville Economic Development Corporation and Billy L. and Joan Nabors, Inc., d/b/a Billy L. Nabors Demolition for the demolition of structures located on property owned by Seagoville Economic Development Corporation and located at 101 N. Kaufman Street in the City of Seagoville, as reflected in the terms and conditions of an agreement for demolition services between the parties; and providing an effective date.

BACKGROUND OF ISSUE:

The Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will promote and retain new and expanding business enterprises within the City. The SEDC owns the real property and structures situated thereon located at 101 N. Kaufman Street in the City of Seagoville. The structures located at 101 N. Kaufman are dilapidated and in need of demolition in order that the SEDC may develop the property for use in promotion and retention of new and expanded business enterprises within the City. SEDC has approved an Agreement for Demolition Services with Billy L. and Joan Nabors, Inc., d/b/a Billy L. Nabors Demolition, for the demolition of the structures located at 101 N. Kaufman for a total price of \$84,290.900, under the terms and conditions set forth in said Agreement, attached hereto as Exhibit “A” (the “Project”).

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

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

Resolution – Approving the economic development project w/ Billy L. Nabors Agreement w/Billy L. Nabors for demolition of 101 N. Kaufman

CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND BILLY L. AND JOAN NABORS, INC., D/B/A BILLY L. NABORS DEMOLITION FOR THE DEMOLITION OF STRUCTURES LOCATED ON PROPERTY OWNED BY SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND LOCATED AT 101 N. KAUFMAN STREET IN THE CITY OF SEAGOVILLE, AS REFLECTED IN THE TERMS AND CONDITIONS OF AN AGREEMENT FOR DEMOLITION SERVICES BETWEEN THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the SEDC owns the real property and structures situated thereon located at 101 N. Kaufman Street in the City of Seagoville; and

WHEREAS, the structures located at 101 N. Kaufman are dilapidated and in need of demolition in order that the SEDC may develop the property for use in promotion and retention of new and expanded business enterprises within the City; and

WHEREAS, SEDC has approved an Agreement for Demolition Services with Billy L. and Joan Nabors, Inc., d/b/a Billy L. Nabors Demolition, for the demolition of the structures located at 101 N. Kaufman for a total price of \$84,290.900, under the terms and conditions set forth in said Agreement, attached hereto as Exhibit “A” (the “Project”) and

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

WHEREAS, the City Council has determined that the Project contemplated by SEDC under the terms and conditions set forth in the Agreement for Demolition Services, Exhibit “A” hereto, will promote and retain new and expanded business enterprises within the City of Seagoville; and

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

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

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

Section 1. The City Council hereby approves and authorizes the Project between the Seagoville Economic Development Corporation and Billy L. and Joan Nabors, Inc., d/b/a Billy L. Nabors Demolition, under the terms and conditions set forth in the Agreement for Demolition Services, attached hereto as Exhibit “A”.

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

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

DULY RESOLVED AND ADOPTED after the First Reading and Second Reading by
the City Council of the City of Seagoville, Texas, this the 17th day of October, 2022.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(101422vwtTM131936)

Exhibit "A"
[Agreement for Demolition Services]
(to be attached)

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2022-R-__

A RESOLUTION OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AUTHORIZING AN AGREEMENT WITH BILLY L. AND JOAN NABORS, INC., A TEXAS FOR-PROFIT CORPORATION, DOING BUSINESS AS BILLY L. NABORS DEMOLITION FOR THE DEMOLITION OF 101 N. KAUFMAN STREET SEAGOVILLE, TEXAS FOR A TOTAL PRICE OF \$84,290.00; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE SAID FUNDS AND EXECUTE ANY NECESSARY DOCUMENTS FOR THE PROJECT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, 101 N. Kaufman St., Seagoville, Texas is property owned by the Seagoville Economic Development Corporation (“SEDC”); and

WHEREAS, the structure located on 101 N. Kaufman St. is deteriorating and poses a danger to the public safety and welfare; and

WHEREAS, SEDC, in conjunction with the City of Seagoville, solicited and obtained quotes for the demolition work contemplated at 101 N. Kaufman Street; and

WHEREAS, Billy L. and Joan Nabors, Inc., d/b/a Billy L. Nabors Demolition, has provided the lowest written estimate to perform demolition (“Project”) of said structure, said estimate, including all materials, equipment, and labor, being \$84,290.00;

NOW, THEREFORE, BE IN RESOLVED BY THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION:

SECTION 1. That the SEDC Board of Directors hereby authorizes the Executive Director to contract with Billy L. and Joan Nabors, Inc., d/b/a Billy L. Nabors Demolition, to perform the demolition of the structure located at 101 N. Kaufman St., Seagoville, Texas for compensation in the total amount not to exceed \$84,290.00 as set forth in the quote attached hereto and incorporated herein by this reference as Exhibit “A”.

SECTION 2. 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

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 3. That this resolution shall take effect immediately from and after its passage, as the law in such cases provides.

DULY PASSED by the Board of Directors of the Seagoville Economic Development Corporation on the 13th day of October 2022.

APPROVED:

Jose Hernandez, Board Chair

ATTEST:

Kandi Jackson, Board Secretary

APPROVED AS TO FORM:

Victoria Thomas, SEDC General Counsel
(092322vwtTM131644)

Exhibit "A"
[Contract with Billy Nabors]

Regular Session Agenda Item: 12

Meeting Date: October 17, 2022

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: **October 17, 2022**

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