



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDA
MONDAY, MAY 1, 2023**

**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 April 17, 2023 (City Secretary)**

REGULAR AGENDA-

- 2. First Reading – Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Julio Torres, sometimes referred to as Seagoville Signs & Designs, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)**
- 3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute applications for Glenn Rd., Altom Ln., Frances St., and Ave C. through the FY-2023 Dallas County Community Development Block Grant (“CDBG”) as set forth in Exhibit “A”; and providing an effective date (Public Works Director)**
- 4. Conduct a public hearing on a request amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a change in zoning from R-2 (Residential-2) to LR (Local Retail), on approximately 2.377± acres located in the John D Merchant Survey, Abstract 852, being depicted in Exhibit “A”, attached hereto, and commonly known as 100 Crestview Drive, Seagoville, Dallas County, Texas (Interim Community Development Director)**
- 5. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a change in zoning from R-2 Single-Family Dwelling (R-2) to Local Retail (LR), on approximately 2.377± acres located in the John D Merchant Survey, Abstract 852, being described and depicted in Exhibit “A”, attached hereto, and commonly known as 100 Crestview Drive, Seagoville, Dallas County, Texas; 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 (Interim Community Development Director)**
- 6. Conduct a public hearing on an Ordinance amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from (LM) Light Manufacturing to (LM-SUP) Light Manufacturing with a Special Use Permit to allow for outside storage, subject to special conditions on approximately 2.895± acres being Tract 11, in the John D. Merchant survey, Abstract No. 850, as described and depicted in Exhibit A, attached hereto and incorporated herein, and commonly known as 600 Water Street, Seagoville, Dallas County, Texas (Interim Community Development Director)**

- 7. 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 "LM" Light Manufacturing to "LM-SUP" Light Manufacturing with a Special Use Permit to allow for outside storage of used materials, subject to special conditions on approximately 2.895± acres being Tract 11, in the John D. Merchant Survey, Abstract No. 850, as described and depicted in Exhibit "A", attached hereto and incorporated herein, and commonly known as 600 Water Street, Seagoville, Dallas County 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 (Interim Community Development Director)**
- 8. Receive a presentation from Kim Britton, Deputy Executive Director of STAR Transit, concerning an update on STAR Transit current services, marketing strategies and future considerations (Assistant City Manager)**
- 9. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving and authorizing the City Manager to sign the Amendment and Extension of the Dallas County New Directions in Public Safety Grant Interlocal Agreement between the Cities of Mesquite, Balch Springs, Seagoville, and Sunnyvale (the "Southeast Collaboration") and Dallas County for the purpose of providing mental health services in support of their respective municipal governmental operations and residents; providing for the repeal of any and all resolutions in conflict; and providing an effective date (Police Chief)**
- 10. 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 Julio Torres, sometimes referred to as Seagoville Signs & Designs, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)**
- 11. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**
- 12. 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.**

13. Recess Into Executive Session

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

- A. § 551.071. Consultation with City Attorney: receive legal advice related to negotiation of possible amendment to City’s agreement with Frontier Texas Ventures I, LLC**
- B. § 551.071. Consultation with City Attorney: receive legal advice related to an Ordinance concerning Mass Gatherings**
- C. § 551.071. Consultation with City Attorney: receive legal advice related to Santorini**

14. Reconvene Into Regular Session

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

- A. § 551.071. Consultation with City Attorney: receive legal advice related to negotiation of possible amendment to City’s agreement with Frontier Texas Ventures I, LLC**
- B. § 551.071. Consultation with City Attorney: receive legal advice related to an Ordinance concerning Mass Gatherings**
- C. § 551.071. Consultation with City Attorney: receive legal advice related to Santorini**

15. Discuss and consider approving an amendment to the Frontier Waste Solutions Agreement

Adjourn

Posted Friday, April 28, 2023, 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, May 15, 2023, Regular City Council Meeting**
- **Monday, June 5, 2023, Regular City Council Meeting**
- **Monday, June 19, 2023, Regular City Council Meeting**
- **Monday, July 3, 2023, Regular City Council Meeting**

Consent Session Agenda Item: 1

Meeting Date: May 1, 2023

ITEM DESCRIPTION:

Consider approving City Council Meeting Minutes for April 17, 2023.

BACKGROUND OF ISSUE:

Approve City Council Meeting Minutes for April 17, 2023.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

April 17, 2023, Work Session Meeting Minutes
April 17, 2023, Regular Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
APRIL 17, 2023**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, April 17, 2023, 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: City Manager Patrick Stallings, Assistant Police Chief Steve Davis, Interim Community Development Director Bill Medina, City Attorney Victoria Thomas, Public Works Director Chris Ryan, 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 April 3, 2023 (City Secretary)

No questions.

2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving Work Order No. 9, issued under the Master Agreement for Professional Services executed on March 24, 2021, between the City and Garver, LLC, for provision of engineering services for Seagoville Road Sidewalk Improvement, Project No. 23W05XXX in an amount not to exceed \$19,979.00; authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date (Interim Community Development Director)

Interim Community Development Director Medina stated this Resolution approves Work Order No. 9, issued under the Master Agreement for Professional Services executed on March 24, 2021, between the City and Garver, LLC, for provision of engineering services for Seagoville Road Sidewalk Improvement, Project No. 23W05XXX in an amount not to exceed \$19,979.00; authorizing the City Manager to sign.

3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide emergency asphalt road work on East Malloy Bridge Road for compensation in an amount not to exceed Ninety Five Thousand Fifteen Dollars and Forty One Cents (\$95,015.41); authorizing and ratifying the City Manager’s action of executing any and all necessary documents; and providing an effective date (Public Works Director)

Public Works Director Ryan stated that this Resolution authorizes Anderson Asphalt & Concrete Paving to provide emergency asphalt road work on East Malloy Bridge Road for compensation in an amount not to exceed Ninety Five Thousand Fifteen Dollars and Forty One Cents (\$95,015.41).

4. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the repair of a 2016 Caterpillar 303.5 Mini-Ex in an amount not to exceed Sixteen Thousand One Hundred Five Dollars and Zero Cents (\$16,105.00) from Holt Cat; 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)

Public Works Director Ryan stated that this Resolution authorizes the repair of a 2016 Caterpillar 303.5 Mini-Ex in an amount not to exceed Sixteen Thousand One Hundred Five Dollars and Zero Cents (\$16,105.00) from Holt Cat.

Adjourned at 6:41 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
APRIL 17, 2023**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, April 17, 2023, 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: City Manager Patrick Stallings, Assistant Police Chief Steve Davis, Interim Community Development Director Bill Medina, Public Works Director Chris Ryan, 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 wished his friend, Larry Campbell a happy birthday.*

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 April 3, 2023 (City Secretary)

Motion to approve City Council Meeting Minutes for April 3, 2023 – Magill, seconded by Howard; 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, approving Work Order No. 9, issued under the Master Agreement for Professional Services executed on March 24, 2021 between the City and Garver, LLC, for provision of engineering services for Seagoville Road Sidewalk Improvement, Project No. 23W05XXX in an amount not to exceed \$19,979.00; authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date (Interim Community Development Director)

Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving Work Order No. 9, issued under the Master Agreement for Professional Services executed on March 24, 2021, between the City and Garver, LLC, for provision of engineering services for Seagoville Road Sidewalk Improvement, Project No. 23W05XXX in an amount not to exceed \$19,979.00; authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date – Epps, seconded by Magill; motion passed 4/0. (For – Howard, Hernandez, Magill, and Epps, Against – Fruin)

3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide emergency asphalt road work on East Malloy Bridge Road for compensation in an amount not to exceed Ninety Five Thousand Fifteen Dollars and Forty One Cents (\$95,015.41); authorizing and ratifying the City Manager’s action of executing 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 emergency asphalt road work on East Malloy Bridge Road for compensation in an amount not to exceed Ninety Five Thousand Dollars and Forty One Cents (\$95,015.41); authorizing and ratifying the City Manager’s action of executing any and all necessary documents; and providing an effective date – Hernandez, seconded by Epps; motion passed with all ayes. 5/0

4. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the repair of a 2016 Caterpillar 303.5 Mini-Ex in an amount not to exceed Sixteen Thousand One Hundred Five Dollars and Zero Cents (\$16,105.00) from Holt Cat; 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 City of Seagoville, Texas, authorizing the repair of a 2016 Caterpillar 303.5 Mini-Ex in an amount not to exceed Sixteen Thousand One Hundred Five Dollars and Zero Cents (\$16,105.00) from Holt Cat; authorizing the City Manager to execute any and all necessary documents and disburse the funds for said purchase; and providing an effective date – Howard, seconded by Magill; motion passed with all ayes. 5/0

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

Councilmember Hernandez stated the Keep Seagoville Beautiful Event on Saturday, April 15, 2023, was successful.

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

None.

7. Recessed into Executive Session at 7:05 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 an Ordinance concerning Mass Gatherings

B. § 551.071. Consultation with City Attorney: receive legal advice related to LaPulga

8. Reconvened into Regular Session at 7:43 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 an Ordinance concerning Mass Gatherings

B. § 551.071. Consultation with City Attorney: receive legal advice related to LaPulga

No action taken.

Adjourned at 7:44 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 2

Meeting Date: May 1, 2023

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 Julio Torres, sometimes referred to as Seagoville Signs & Designs, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date.

BACKGROUND OF ISSUE:

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

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution – approving Economic Development Project between SEDC and Julio Torres Agreement – between SEDC & Julio Torres, sometimes referred to as Seagoville Signs & Designs

CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND JULIO TORRES, SOMETIMES REFERRED TO AS SEAGOVILLE SIGNS & DESIGNS, AS REFLECTED IN THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with Julio Torres, sometimes referred to as Seagoville Signs & Designs, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”) and

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

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

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

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

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

Section 1. The City Council hereby approves and authorizes the Project between the Seagoville Economic Development Corporation and Julio Torres, sometimes referred to as Seagoville Signs & Designs, under the terms and conditions set forth in an Economic Development Incentive Agreement in substantially the form attached hereto as Exhibit “A”.

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

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

DULY RESOLVED AND ADOPTED First Reading and Second Reading of the City Council of the City of Seagoville, Texas, this the 1st day of May 2023.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(031523vwtTM134047)

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

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

This Economic Development Incentive Agreement (“Agreement”) is made by and between Julio Torres, an individual resident of the State of Texas, sometimes referred to as Seagoville Signs & Designs (“Torres”) and the Seagoville Economic Development Corporation (the “SEDC”), each acting by and through their respective authorized representatives. SEDC and Torres may be referred to herein each as a “Party” and collectively as the “Parties”.

W I T N E S S E T H:

WHEREAS, Torres owns the real property located at 210 N. Kaufman Street, Seagoville, Texas 75159 and the buildings/improvements situated thereon (collectively, the “Property”) which it leases to retail business tenants who operate restaurants and/or businesses open to and serving the citizens of the City of Seagoville; and

WHEREAS, Torres desires to install a new concrete parking lot on the Property to reduce or eliminate parking issues being experienced by retail tenants at the Property and thus to facilitate retaining those businesses at the Property and which will thereby allow a retention and/or an expansion of the existing business as more patrons will be able to enter the Property which will increase; and

WHEREAS, Torres has advised the SEDC that the total construction cost of the desired 30 feet by 60 feet concrete parking area is \$11,000.00 and that a contributing factor that would induce Torres to provide the additional parking lot required by its retail tenants on the Property would be an agreement by SEDC to provide an economic development grant to Torres to cover the costs of such construction; and

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

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

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

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

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

Article I Definitions

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

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

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

“Commencement of Construction” shall mean that (1) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the Parking Lot, (2) all necessary permits for the Parking Lot have been issued by all applicable governmental authorities, and (3) construction of the Parking Lot has commenced.

“Torres” shall mean Julio Torres, an individual resident of the State of Texas, sometimes referred to as Seagoville Signs & Designs, and whose principal business address is 210 N. Kaufman Street, Seagoville, Texas 75159.

“Completion of Construction” shall mean that (1) Parking Lot has been substantially completed, (2) all final inspections for the Parking Lot have been performed by all applicable governmental authorities; (3) the inspections noted no failure of compliance with the City’s Code of Ordinances and related regulations or other law; and (4) Torres and/or its retail tenants at the Property are open and conducting business during normal business hours at the Property.

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

“Expiration Date” shall mean the twelve (12) months after the Commencement of Construction.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless

caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Grant” shall mean an economic development reimbursement grant in the amount equal to the costs incurred and paid by Torres for the Parking Lot, as defined herein, not to exceed Eleven Thousand and No/100 Dollars (\$11,000.00), to offset the cost or a portion of the costs paid and incurred by Torres for the Parking Lot, to be paid in one lump sum payment upon presentation of a signed, written request for payment submitted to City and accompanied by written receipts or other evidence indicating that Torres incurred and paid, in construction of the Parking Lot, the sum for which Grant payment is requested.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Torres or any property or any business owned by Torres within the City.

“Parking Lot” shall mean site preparation, installation and construction of a thirty (30’) feet by sixty (60’) feet concrete parking area on the Property as depicted on Exhibit “A”, attached hereto and incorporated herein by this reference, said preparation, installation and construction to comply with all City of Seagoville ordinances, permitting requirements, and building regulations.

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

“SEDC” shall mean the Seagoville Economic Development Corporation.

Article II

Term

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

Article III

Grant

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

3.2 Grant Limitations. Under no circumstances shall the obligations of SEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Torres. None of the obligations of SEDC under this

Agreement shall be pledged or otherwise encumbered by Torres in favor of any commercial lender and/or similar financial institution.

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

Article IV Conditions to Grant

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

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

4.2 Commencement of Construction. Commencement of Construction, as that term is defined herein, shall occur not later than three (3) months after the Effective Date of this Agreement.

4.3 Completion of Construction. Completion of Construction, as that term is defined herein, shall occur not later than twelve (12) months after the Effective Date of this Agreement.

4.4 Continuous Ownership. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Property shall be continuously owned by the Torres.

Article V Termination; Repayment

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

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;

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

5.2 Repayment Following Termination Under Section 5.1(b). In the event the Agreement is terminated by SEDC pursuant to Section 5.1 (b), Torres shall immediately refund to the SEDC an amount equal to the value of the Grant received by Torres. The repayment obligations of the Torres set forth in this Section 5.2 shall survive termination of this Agreement.

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

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

Article VI

Miscellaneous

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

6.2 Limitation on Liability. It is understood and agreed between the Parties that Torres and SEDC, in satisfying the conditions of this Agreement, have acted independently, and SEDC assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for SEDC, to:

Seagoville Economic Development
Corporation
Attn: Patrick Stallings, Exec. Director
702 N. Highway 175
Seagoville, Texas 75159

With a copy to:

Victoria W. Thomas
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Torres:

Julio Torres and
Seagoville Signs & Designs
210 N. Kaufman Street
Seagoville, Texas 75159

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. There is no other collateral oral or written agreement among the Parties that in any manner relates to the subject matter of this Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. Without waiving any governmental or other immunities, the Parties otherwise agree to submit to the personal and subject matter jurisdiction of said court.

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

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 Employment of Undocumented Workers. During the term of this Agreement, Torres agrees to not knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), Torres shall repay the value or the costs incurred by SEDC to provide the Grants herein and any other funds received by Torres from SEDC as of the date of such violation within 120 days after the date Torres is notified by SEDC of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Torres is not liable for a violation of this section in relation to any workers employed by a subsidiary, affiliate, or franchisee of Torres or by a person with whom the Torres contracts.

6.16 Conditions Precedent. The obligations of SEDC under this Agreement are subject to and conditions on the City Council of the City of Seagoville, Texas approving, by resolution, this Incentive Agreement and the related project.

[Three Signature Pages to Follow]

EXECUTED on this _____ day of _____, 2023.

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Patrick Stallings, Executive Director

EXECUTED on this _____ day of _____, 2023.

JULIO TORRES, SOMETIMES REFERRED TO AS SEAGOVILLE SIGNS & DESIGNS

By: _____
Julio Torres

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, Julio Torres, known or proven to me to be the person and agent whose name is subscribed to the foregoing instrument and acknowledge to me that the same was his own act and deed and that he executed the same for the purpose and consideration therein expressed..

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2023.

Notary Public, State of Texas

My Commission Expires:

EXHIBIT "A"

Regular Session Agenda Item: 3

Meeting Date: May 1, 2023

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute applications for Glenn Rd., Altom Ln., Frances St., and Ave C. through the FY-2023 Dallas County Community Development Block Grant (“CDBG”) as set forth in Exhibit “A”; and providing an effective date.

BACKGROUND OF ISSUE:

The City entered into an agreement with the County: Dallas County Community Development Block Grant (“CDBG”) Project Implementation for road reconstruction projects. The City was allocated CDBG funds in an amount not to exceed three hundred seventy-one thousand two hundred forty-nine dollars and ninety-eight cents (\$371,249.98) for FY-2023 to be distributed in October 2023. Staff has determined that the reconstruction of Glenn Rd., Altom Ln., Frances St., and Ave. C is estimated at (\$386,832.00).

FINANCIAL IMPACT:

Based on estimates \$15,582.02 from the Street Maintenance FY2024

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution – Authorizing the City Manager to execute applications.
Exhibit “A”

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. XX-R-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE APPLICATIONS FOR GLENN RD., ALTOM LN., FRANCES ST., AND AVE C. THROUGH THE FY-2023 DALLAS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) AS SET FORTH IN EXHIBIT “A”; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City entered into an agreement with the County, to wit: the Dallas County Community Development Block Grant (“CDBG”) Project Implementation for road reconstruction projects; and

WHEREAS, thereunder, the City was allocated CDBG funds in an amount not to exceed three hundred seventy-one thousand two hundred forty-nine dollars and ninety-eight cents (\$371,249.98) for FY-2023 to be distributed in October 2023; and

WHEREAS, it has been determined that the reconstruction of Glenn Rd., Altom Ln., Frances St., and Ave. C within the City will require an estimated expenditure of \$386,832.00; and

WHEREAS, the City Council has determined that it is in the best interest of the City to submit application for CDBG funding for the reconstruction of these roadways within the City up to the approved amount of \$371,249.98;

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

SECTION 1. The City Council hereby authorizes to the City Manager to execute and submit any and all necessary documents to request and receive DCBG funds under the Dallas County Community Development Block Grant Project Implementation for road reconstruction projects, as set forth in Exhibit “A”, to be applied to reconstruction costs for Glenn Road, Altom Lane, Frances Street, and Avenue C within the City.

SECTION 2. This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND ADOPTED by the City Council for the City of Seagoville at a meeting on the 1st day of May 2023.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(042823vwtTM134785)

Exhibit A
(Dallas County Community Development Block Grant Project
& Estimates)

Exhibit “A”

2023 CDBG Project Funding

As discussed in our phone conversations this week, we have good news —Dallas County has received from HUD the CDBG funding amounts for FY2023.

Please note the following concerning the FY2023 County CDBG process:

- Dallas County has continued to operate under an **every-other-year** allocation basis for each of its CDBG cities. This means that your city will receive the equivalent of two year’s funding this fall and that it will not receive FY2024 funding next year. As a result, please select your projects carefully.
- Included below are the cities that are eligible to receive FY2023 funds and the funding amounts based on low/mod percentages:
 1. Cockrell Hill \$403,017.00
 2. Glenn Heights \$181,197.00
 3. Hutchins \$371,397.00
 4. Sachse \$104,164.00
 5. Seagoville \$371,249.98
- Attachments include the FY2023 CDBG Instructions and the FY2023 Application—***please complete;***
- Completed applications are due by 2:00pm on **May 24, 2023;**
- Census information link--<https://www.hudexchange.info/programs/acs-low-mod-summary-data/acs-low-mod-summary-data-block-groups-places/>
- Should you have any questions, please contact me at 214-653-6359 or via e-mail Rachel.Brown@dallascounty.org
- These FY2023 funds will not become available until after October 1, 2023;
- Additional instructions are forthcoming.

Road Reconstruction Estimates

Glenn Rd	\$204,000
Altom Ln-	\$92,000,
Frances St-	\$58,000,
Ave C-	\$32,832
<hr/>	
Total	\$386,832

Regular Session Agenda Item: 4

Meeting Date: May 1, 2023

ITEM DESCRIPTION:

Conduct a public hearing on a request amending the Comprehensive Zoning Ordinance and Map of the City of Seagoville, as amended, by granting a change in zoning from R-2 (Residential-2) to LR (Local Retail), on approximately 2.377± acres located in the John D Merchant Survey, Abstract 852, being depicted in Exhibit “A”, attached hereto, and commonly known as 100 Crestview Drive, Seagoville, Dallas County, Texas.

BACKGROUND OF ISSUE:

The subject property is located at 100 Crestview Drive, and currently within the R-2 Zoning District. The applicant is requesting to rezone the subject property to the Local Retail zoning district. While the adopted comprehensive plan identifies this parcel to be engaged in residential land uses, the adjacent retail development, as well as the property’s frontage to Malloy Bridge Road, indicates a rezoning to LR may be appropriate. The parcels directly to the south, east, and west of the subject property are currently within the Local Retail zoning district. The aerial photograph attached shows the surrounding area to have existing low-density residences to the north of the property.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

Given the existing Local Retail district to the south, east, and west, an expansion of the Local Retail zoning may not significantly impact the existing nearby residential neighborhood. Staff recommends approval of the zoning request.

EXHIBITS:

1. Survey and legal description of the property
2. Application
3. Site Aerial
4. Zoning Exhibit

Exhibit A

1529 E I-30, STE. 103
GARLAND, TEXAS 75043

SURVEY PLAT



FIRM REGISTRATION NO. 10194366

BARRY S. RHODES Registered Professional Land Surveyor (214) 326-1090

This is to certify that I have, this date, made a careful and accurate survey on the ground of property located at No. 100 CRESTVIEW LANE, in DALLAS COUNTY, Texas.

Being all that certain lot, tract or parcel of land situated in the John D. Merchant Survey, Abstract No. 850, in Dallas County, Texas, being the same land described in deed to Susano Solis and Janett Solis, husband and wife, recorded in Volume 2000181, Page 5624, Deed Records, Dallas County, Texas (D.R.D.C.T.) and being more particularly described as follows:

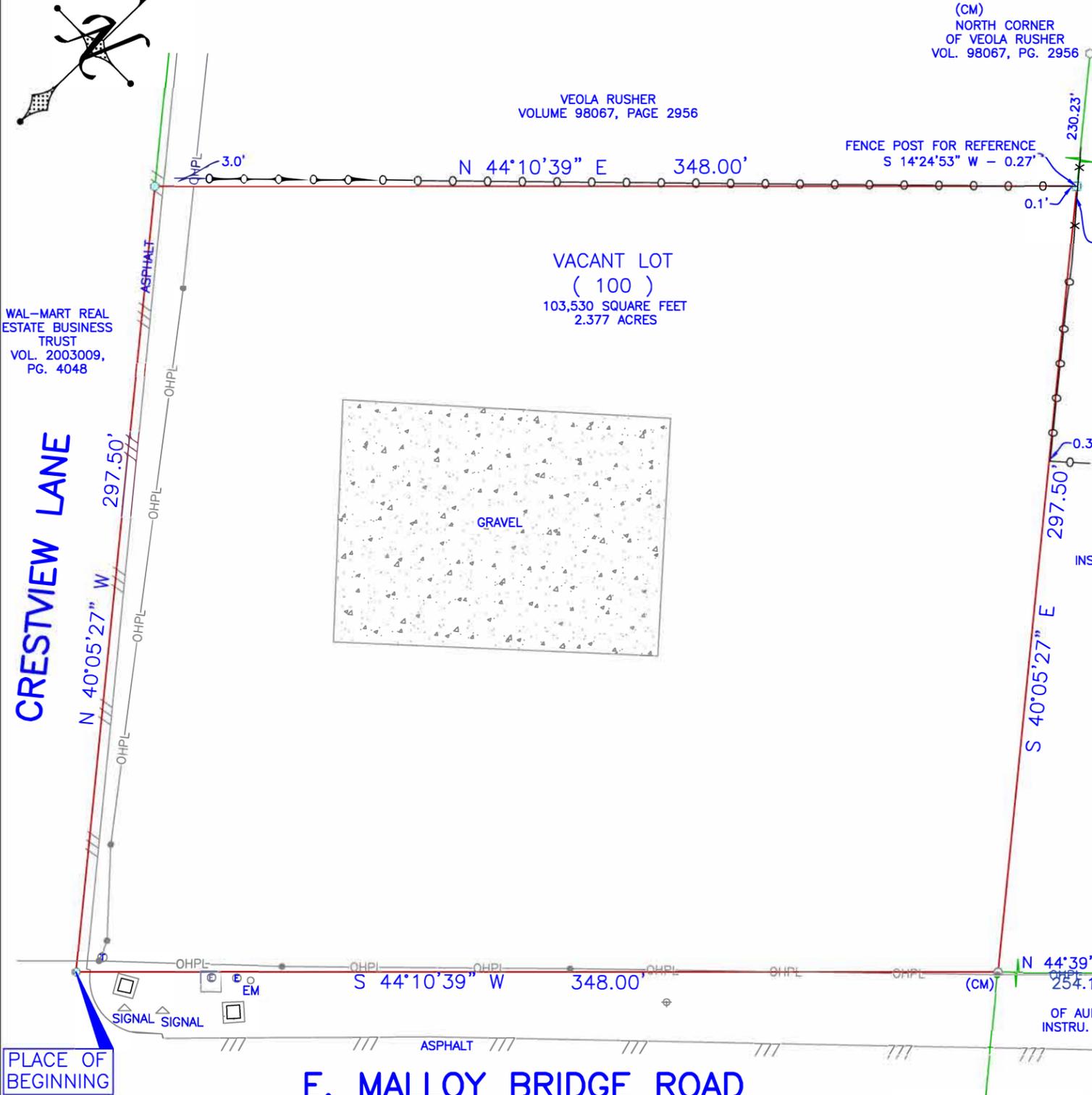
BEGINNING at a 1/2 inch yellow capped iron rod set at the intersection of the Northwest line of E. Malloy Bridge Road and in Northeast line of Crestview Lane, and in the Northeast line of a tract of land described in deed to Wal-Mart Real Estate Business, recorded in Volume 2003009, Page 4048 (D.R.D.C.T.);

THENCE North 40 degrees 05 minutes 27 seconds West, with said Crestview Lane, a distance of 297.50 feet to a 1/2 inch yellow capped iron rod set for corner in the said Northeast line of Wal-Mart Real Estate Business tract, at the South corner of a tract of land described in deed to Veola Rusher, recorded in Volume 98067, Page 2956 (D.R.D.C.T.);

THENCE North 44 degrees 10 minutes 39 seconds East, a distance of 348.00 feet to a fence post found for corner in the Southwest line of a tract of land described in deed to Audrey J. Hill Holt, recorded in Instrument No. 201200121283 (D.R.D.C.T.), at the East corner of said Rusher tract, from which a fence post found for reference bears South 14 degrees 24 minutes 53 seconds West, a distance of 0.27 feet;

THENCE South 40 degrees 05 minutes 27 seconds East, a distance of 297.50 feet to a 1/2 inch iron rod found for corner in the said Southwest line of Holt tract in the in the said Northwest line of E. Malloy Bridge Road;

THENCE South 44 degrees 10 minutes 39 seconds West, with the said Northwest line of E. Malloy Bridge Road, a distance of 348.00 feet to the PLACE OF BEGINNING and containing 103,530 square feet or 2.377 acres, of which approximately 4,463 square feet or 0.10 of an acre lies in the road.



(CM)
NORTH CORNER
OF VEOLA RUSHER
VOL. 98067, PG. 2956

FENCE POST FOR REFERENCE
S 14°24'53" W - 0.27'

WAL-MART REAL ESTATE BUSINESS TRUST
VOL. 2003009, PG. 4048

VACANT LOT
(100)
103,530 SQUARE FEET
2.377 ACRES

GRAVEL

AUDREY J. HILL HOLT
INSTRU. NO. 201200121283

(CM)
SE CORNER
OF AUDREY J. HILL HOLT
INSTRU. NO. 201200121283

THIS CERTIFICATION DOES NOT TAKE INTO CONSIDERATION ADDITIONAL FACTS THAT AN ACCURATE TITLE SEARCH AND OR EXAMINATION MIGHT DISCLOSE.

The plat hereon is true, correct, and accurate representation of the property as determined by survey, the lines and dimensions of said property being as indicated by the plat; the size, location and type of building and improvements are as shown, all improvements being within the boundaries of the property, set back from property lines the distance indicated, or visible and apparent easements. TITLE AND ABSTRACTING WORK FURNISHED BY N/A

THERE ARE NO ENCROACHMENTS, CONFLICTS, OR PROTRUSIONS, EXCEPT AS SHOWN.
Scale: 1" = 50'
Date: 04/13/2022
G. F. No.: N/A
Job no.: 202203868
Drawn by: CMR

USE OF THIS SURVEY FOR ANY OTHER PURPOSE OR OTHER PARTIES SHALL BE AT THEIR RISK AND UNDERSIGNED IS NOT RESPONSIBLE TO OTHER FOR ANY LOSS RESULTING THEREFROM.
THIS SURVEY WAS PERFORMED EXCLUSIVELY FOR SUSANO SOLIS

PLACE OF BEGINNING

E. MALLOY BRIDGE ROAD

BEARINGS ARE BASED ON NAD 83 DATUM, TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE



LEGEND	
WOOD FENCE	TEXT
CHAIN LINK	IMPROVEMENTS
IRON FENCE	BOUNDARY LINE
WIRE FENCE	EASEMENT/SETBACK
CM	CONTROLLING MONUMENT
MRD	MONUMENTS OF RECORD DIGNITY
○	1/2" IRON ROD FOUND
○	1/2" YELLOW-CAPPED IRON ROD SET
□	SET 'X'
□	FOUND 'X'
○	5/8" IRON ROD FOUND
○	PK NAIL FOUND
○	CABLE
○	CLEAN OUT
○	GAS METER
○	FIRE HYDRANT
○	LIGHT POLE
○	MANHOLE
○	ELECTRIC
○	PE - POOL EQUIP
○	POWER POLE
○	TELEPHONE
○	WATER METER
○	WATER VALVE
(UNLESS OTHERWISE NOTED)	





ZONING APPLICATION



City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: _____ City Council: _____
DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): _____

Application Type:

- Initial Zoning (newly annexed or Agricultural property)
- Rezoning (property currently zoned)
- Planned Development (PD) – see Zoning Ordinance for special requirements and procedures
- Specific Use Permit (SUP) – see Zoning Ordinance for special requirements and procedures

Name of Subdivision or Project: _____

Physical Location of Property: 100 S. Crestview
[General Location – approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description):
Bill Medina has Survey @ Planning & Zoning
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: 2.37 Existing Zoning: R-2 Requested Zoning: LR
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: Susano Solis & Janet Solis Applicant or Owner? (circle one)

Contact Person: Susano Solis Title: _____

Company Name: _____

Street/Mailing Address: _____

Phone: _____

Engineer / Representative's Name: _____

Contact Person: _____ Title: _____

Company Name: _____

Street/Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____ Email Address: _____

SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE. (All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 200 feet of the subject property. Please contact City staff in advance for submittal deadlines.)

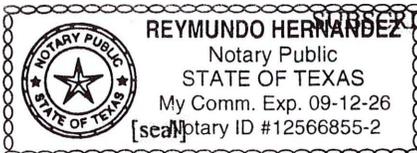
All applications must be COMPLETE before they will be scheduled for P&Z agenda. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be obtained from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements.

All application materials (one copy) must be delivered to the City's Planner. The name, address, phone number, etc. of the City's Planner can be obtained from City staff. Failure to submit all materials to the City's Planner may result in delays scheduling the zoning application for a P&Z agenda.

Notice of Public Records. The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

I hereby certify that I am the Owner, or the duly authorized agent of the Owner (proof of authorization attached), for the purposes of this application, and that all information submitted herein is complete, true and correct to the best of my knowledge. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

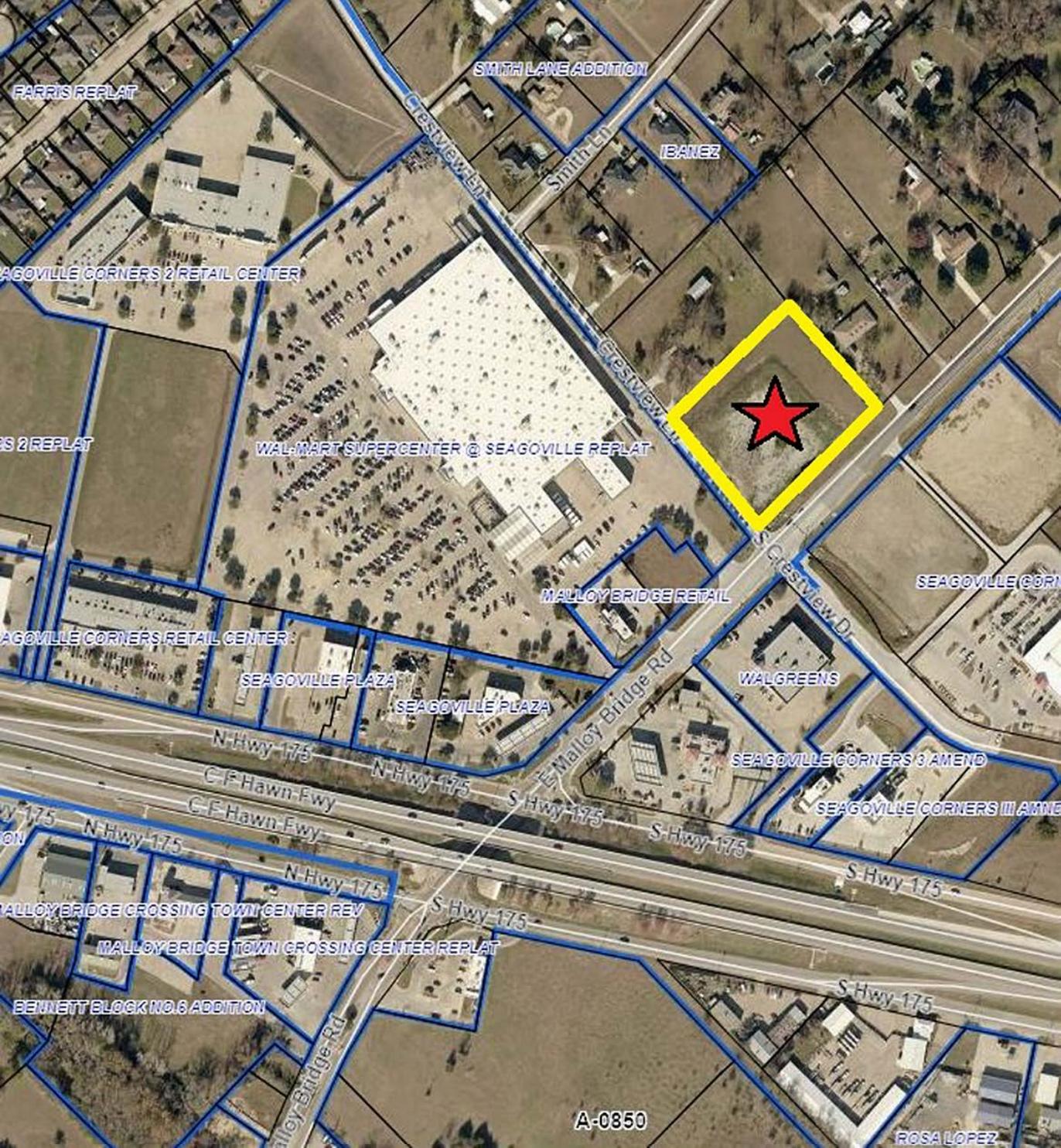
Signed: Susano Solis Title: Owner Date: 3-1-23



Subscribed and sworn to before me, this the 1 day of March, 2023
(Month) (Year)

Notary Public in and for the State of Texas: Reymundo Hernandez
My Commission Expires On: 09-12-2026

Office Use Only: Date Rec'd: 3/2/23 Fees Paid: \$ 500.00 Check #: _____ Receipt #: 766086
Zoning Case # _____ Accepted By: CF Official Submittal Date: 3/2/23



SMITH LANE ADDITION

FARRIS REPLAT

IBANEZ

SEAGOVILLE CORNERS 2 RETAIL CENTER

SEAGOVILLE CORNERS 2 REPLAT

WAL-MART SUPERCENTER @ SEAGOVILLE REPLAT

SEAGOVILLE CORNERS RETAIL CENTER

SEAGOVILLE PLAZA

SEAGOVILLE PLAZA

MALLOY BRIDGE RETAIL

WALGREENS

SEAGOVILLE CORNERS

SEAGOVILLE CORNERS 3 AMEND

SEAGOVILLE CORNERS III AMEND

N-Hwy 175

N-Hwy 175

N-Hwy 175

N-Hwy 175

C-F Hawn-Fwy

C-F Hawn-Fwy

S-Hwy 175

S-Hwy 175

S-Hwy 175

S-Hwy 175

S-Hwy 175

MALLOY BRIDGE CROSSING TOWN CENTER REV

MALLOY BRIDGE TOWN CROSSING CENTER REPLAT

BENNETT BLOCK NO. 6 ADDITION

A-0850

ROSA LOPEZ

R-2

-5

LR

CRESTVIEW



PD-LR

LR

Regular Session Agenda Item: 5

Meeting Date: May 1, 2023

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 R-2 Single-Family Dwelling (R-2) to Local Retail (LR), on approximately 2.377± acres located in the John D Merchant Survey, Abstract 852, being described and depicted in Exhibit “A”, attached hereto, and commonly known as 100 Crestview Drive, Seagoville, Dallas County, Texas; 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:

The subject property is located at 100 Crestview Drive, and currently within the R-2 Zoning District. The applicant is requesting to rezone the subject property to the Local Retail zoning district. While the adopted comprehensive plan identifies this parcel to be engaged in residential land uses, the adjacent retail development, as well as the property’s frontage to Malloy Bridge Road, indicates a rezoning to LR may be appropriate. The parcels directly to the south, east, and west of the subject property are currently within the Local Retail zoning district. The aerial photograph attached shows the surrounding area to have existing low-density residences to the north of the property.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

The Planning and Zoning Commission recommended approval of the requested zoning change.

EXHIBITS:

1. Proposed zoning ordinance.

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. ____-2023

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, AS AMENDED, BY GRANTING A CHANGE IN ZONING FROM R-2 SINGLE-FAMILY DWELLING (R-2) TO LOCAL RETAIL (LR), ON APPROXIMATELY 2.377± ACRES LOCATED IN THE JOHN D MERCHANT SURVEY, ABSTRACT 852, BEING DESCRIBED AND DEPICTED IN EXHIBIT “A”, ATTACHED HERETO, AND COMMONLY KNOWN AS 100 CRESTVIEW DRIVE, SEAGOVILLE, DALLAS COUNTY, TEXAS; 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, is heretofore amended, be and the same is hereby amended by granting a change in the zoning from R-2 Single-Family Dwelling (R-2) to Local Retail (LR), on approximately 2.377± acres located in the John D Merchant Survey, Abstract 852, being described and depicted in Exhibit “A”, attached hereto, and commonly known as 100 Crestview Drive, Seagoville, Dallas County, Texas.

SECTION 2: That the land shall be used only for the purposes set out in and only in accordance with the requirements of 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 1st day of May, 2023.

APPROVED:

Dennis, K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(/cdb 04/20/2023)

Regular Session Agenda Item: 6

Meeting Date: May 1, 2023

ITEM DESCRIPTION:

Conduct a public hearing on an Ordinance amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from (LM) Light Manufacturing to (LM-SUP) Light Manufacturing with a Special Use Permit to allow for outside storage, subject to special conditions on approximately 2.895± acres being Tract 11, in the John D. Merchant survey, Abstract No. 850, as described and depicted in Exhibit A, attached hereto and incorporated herein, and commonly known as 600 Water Street, Seagoville, Dallas County, Texas.

BACKGROUND OF ISSUE:

The applicant has submitted a request for the outside storage of used materials within a Light Manufacturing Zoning District. The property owner intends to develop the 2.895 ± acre site into a collision repair center. All outside storage will consist of vehicles to be repaired or those which have recently been repaired. The storage area will be located behind the proposed main building, and within a six-foot (6') tall brick screening wall. City regulations require that all storage not exceed the height of the screening wall and be limited to a maximum of 20% total area.

The applicant has submitted a proposed elevation plan, concept plan, and landscape plan. As shown in the concept plan, designating all outside storage to the rear of the building will ensure that all stored vehicles are not visible from the public right of way. Additionally, the proposed screening wall will eliminate visibility of the stored vehicles from neighboring residential properties. The maximum allowable outside storage area is 25,221 S.F. and the applicant is proposing outside storage to consist of 16,661 S.F..

FINANCIAL IMPACT:

NA

RECOMMENDATION:

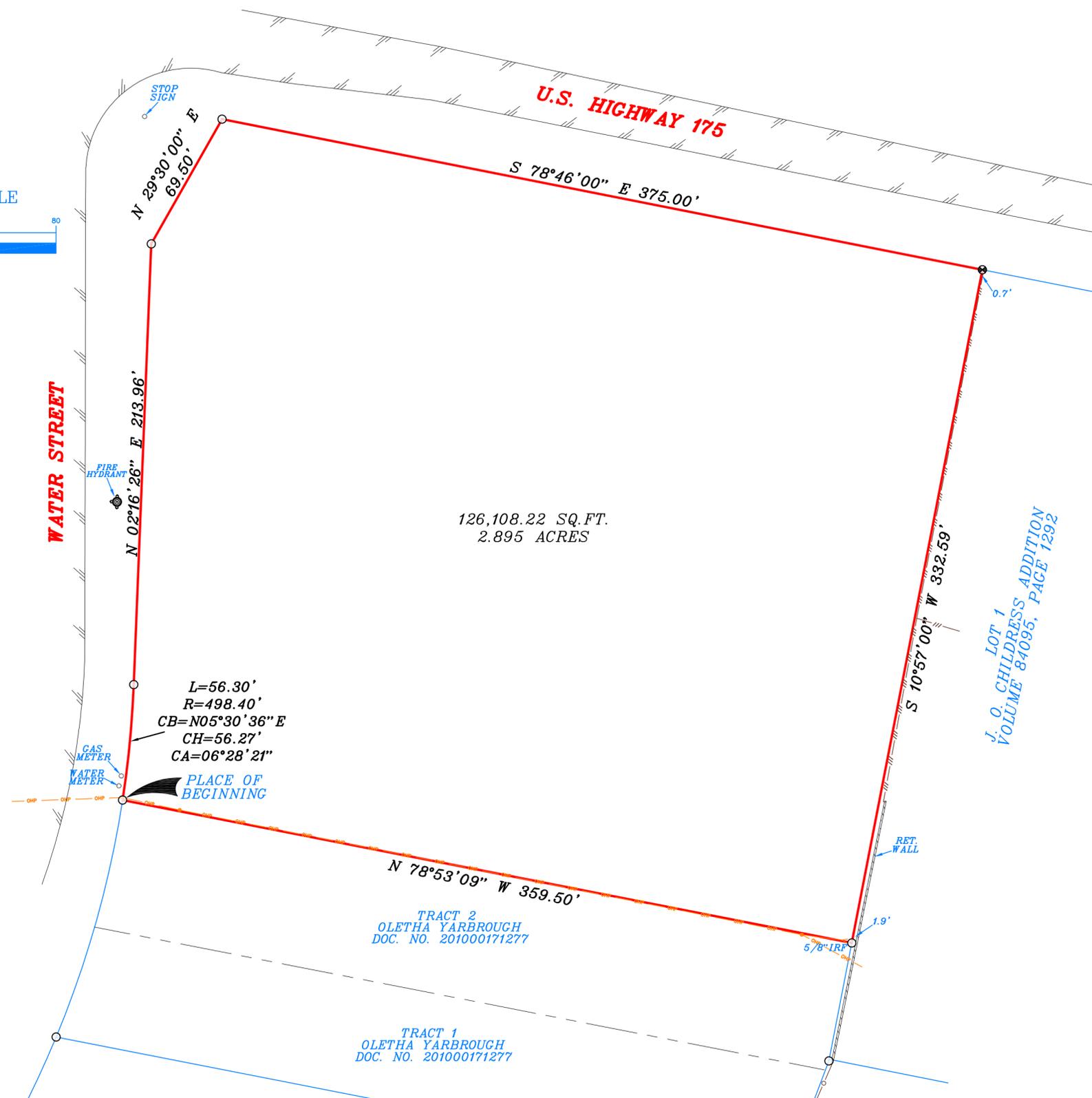
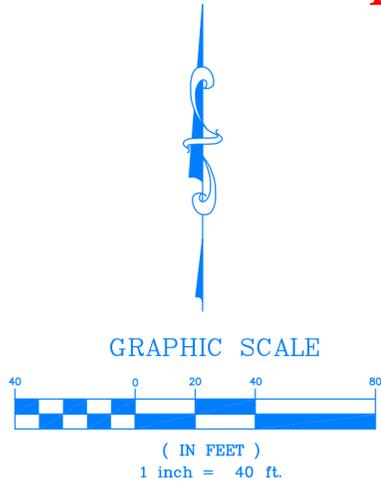
N/A

EXHIBITS:

1. Exhibit A - Survey of Subject Property
2. Application for Special Use Permit
3. Proposed Concept Plan
4. Proposed Concept Landscape Plan
5. Proposed Concept Elevation Plan
6. 2019 aerial photograph
7. Zoning Map

Exhibit A

PROPERTY DESCRIPTION



STATE OF TEXAS:
COUNTY OF DALLAS:

BEING ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND SITUATED IN THE JOHN D. MERCHANT SURVEY, ABSTRACT NO. 850, DALLAS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO DENNIS K. CHILDRESS AND CHERI R. CHILDRESS, RECORDED IN VOLUME 2003138, PAGE 7338, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED EAST RIGHT OF WAY LINE OF WATER STREET, SAID POINT BEING THE RECOGNIZED SOUTHWEST CORNER OF SAID CHILDRESS TRACT, THE RECOGNIZED NORTHWEST CORNER OF A TRACT OF LAND TO DESCRIBED AS TRACT 2 TO OLETHA YARBROUGH, RECORDED IN DOCUMENT NO. 201000171277, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND BEING IN A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06 DEGREES 28 MINUTES 21 SECONDS, A RADIUS OF 498.40 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 05 DEGREES 30 MINUTES 36 SECONDS EAST- 56.27 FEET;

THENCE ALONG THE RECOGNIZED EAST LINE OF SAID WATER STREET AND SAID CURVE TO THE LEFT AN ARC LENGTH OF 56.30 FEET TO A 1/2 INCH IRON ROD FOUND, THE END OF SAID CURVE;

THENCE NORTH 02 DEGREES 16 MINUTES 26 SECONDS EAST, ALONG THE RECOGNIZED EAST LINE OF SAID WATER STREET, A DISTANCE OF 213.96 FEET TO A 1/2 INCH IRON ROD FOUND FOR ANGLE POINT;

THENCE NORTH 29 DEGREES 30 MINUTES 00 SECONDS EAST, ALONG THE RECOGNIZED SOUTHEAST FLARE OF SAID WATER STREET, A DISTANCE OF 69.50 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED SOUTH RIGHT-OF-WAY LINE OF U. S. HIGHWAY 175, SAID POINT BEING THE RECOGNIZED NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 78 DEGREES 46 MINUTES 00 SECONDS EAST, ALONG THE RECOGNIZED SOUTH LINE OF SAID U. S. HIGHWAY 175, A DISTANCE OF 375.00 FEET TO A WOOD HIGHWAY MONUMENT FOUND FOR CORNER, SAID POINT BEING THE NORTHEAST CORNER OF HEREIN DESCRIBED TRACT, AND THE APPARENT NORTHWEST CORNER OF LOT 1, J. O. CHILDRESS ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 84095, PAGE 1292, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 10 DEGREES 57 MINUTES 00 SECONDS WEST, ALONG THE RECOGNIZED EAST LINE OF SAID CHILDRESS TRACT, AND THE APPARENT WEST LINE OF SAID LOT 1 OF SAID ADDITION, A DISTANCE OF 332.59 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE SOUTHEAST CORNER OF SAID CHILDRESS TRACT AND THE RECOGNIZED NORTHEAST CORNER OF SAID YARBROUGH TRACT 2;

THENCE NORTH 78 DEGREES 53 MINUTES 09 SECONDS WEST, ALONG THE RECOGNIZED SOUTH LINE OF SAID CHILDRESS TRACT AND THE RECOGNIZED NORTH LINE OF SAID YARBROUGH TRACT 2, A DISTANCE OF 359.50 FEET TO THE PLACE OF BEGINNING AND CONTAINING 126,108.22 SQ. FT. OR 2.895 ACRES OF LAND.

NOTE: PROPERTY APPEARS TO BE SUBJECT TO EASEMENT TO T.P.&L. CO. RECORDED IN VOLUME 3040, PAGE 295 AND VOLUME 5071, PAGE 247 (BLANKET)

NOTE: EASEMENTS RECORDED IN THE FOLLOWING VOLUMES AND PAGES DO NOT APPEAR TO AFFECT THE ABOVE DESCRIBED PROPERTY.
VOLUME 2481, PAGE 171
VOLUME 2567, PAGE 178
VOLUME 4450, PAGE 129
CLERK'S FILE NO. 201200255138

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR (BRIAN GALLIA) HEREBY CERTIFIES TO (RANGER TITLE, CHICAGO TITLE, GREAT PLAINS NATIONAL BANK, JAMES D. YATES AND ANGELA L. YATES), IN CONNECTION WITH THE TRANSACTION DESCRIBED IN G.F. K221950DA THAT, THE SURVEY AND DESCRIPTION SET FORTH HEREON WERE PREPARED FROM AN ACTUAL ON-THE-GROUND INSPECTION OF THE SUBJECT PROPERTY; SUCH SURVEY WAS CONDUCTED BY THE UNDERSIGNED, OR UNDER HIS DIRECTION; THE PLAT HEREON CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME THE SURVEY WAS PERFORMED AND IS AN ACCURATE REPRESENTATION OF THE PROFESSIONAL OPINION OF THE UNDERSIGNED; LOCATION AND DESCRIPTION OF VISIBLE AND APPARENT IMPROVEMENTS ARE AS INDICATED AND THERE ARE NO VISIBLE AND APPARENT ENCROACHMENTS OR PROTRUSIONS ON THE GROUND EXCEPT AS INDICATED; THE SURVEY SET FORTH HEREON WAS PERFORMED EXCLUSIVELY FOR THE BENEFIT OF THE ABOVE NOTED PARTIES AND TRANSACTION; ANY USE OF THIS SURVEY BY OTHER PARTIES AND/OR USE FOR ANY OTHER PURPOSE SHALL BE AT USER'S OWN RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREOF.

EXECUTED THIS 24TH DAY OF OCTOBER, 2017

BRIAN GALLIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5569



ACCEPTED BY: _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____

THE SURVEY SET FORTH HEREON HAS BEEN CONDUCTED AND PREPARED AT THE REQUEST AND IN CONJUNCTION WITH THE INFORMATION PROVIDED BY THE CLIENT OR REPRESENTATIVES THEREOF. BG&A LAND SURVEYING, INC. HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR THE EXISTENCE OF EASEMENTS, RESTRICTIONS, ENCUMBRANCES OR OTHER FACTS OR MATTERS THAT MAY AFFECT THE SUBJECT PROPERTY. THE SURVEY SET FORTH HEREON IS NOT TO BE RELIED UPON FOR FUTURE CONSTRUCTION PURPOSES. CONTACT ALL GOVERNING AUTHORITIES (MUNICIPALITIES, UTILITY AGENCIES, ASSOCIATIONS, ETC.) PRIOR TO ANY EXCAVATION OR CONSTRUCTION. THE TEXAS EXCAVATION SAFETY SYSTEM CAN BE CONTACTED BY CALLING 811. CALL BEFORE YOU DIG.

NOTE: ACCORDING TO THE F.I.R.M. IN COMMUNITY PANEL NO. 48113C0545K THIS PROPERTY APPEARS TO LIE IN ZONE X AND APPEARS NOT TO LIE WITHIN THE SPECIAL FLOOD HAZARD AREA. THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES, THIS FLOOD STATEMENT AND/OR FLOOD LINES SHOWN HEREON SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

NOTE: BEARINGS ARE BASED ON WEST LINE OF LOT 1 OF PLAT RECORDED IN VOLUME 84095, PAGE 1292. THIS SURVEY IS NOT A REPRESENTATION OF WARRANTY OF TITLE OR GUARANTEE OF OWNERSHIP.

TEXAS LICENSED SURVEYING FIRM REGISTRATION NUMBER 10150300

LEGEND	
	BRICK
	COVERED AREA
	CONCRETE
	WOOD DECK
	STONE
	GRAVEL/ROCK ROAD OR DRIVE
	ASPHALT PAVING
	1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
	1" IRON PIPE FOUND
	MONUMENT FOUND
	"X" FOUND/SET
	GRAVEL/ROCK ROAD OR DRIVE
	ASPHALT PAVING
	CHAIN LINK FENCE
	WOOD FENCE
	BARBED/WIRE
	METAL FENCE
	PIPE FENCE
	WATER LINE
	GAS LINE
	ELECTRIC METER
	LP - LIGHT POLE
	GUY WIRE
	D&UE- DRAINAGE & UTILITY EASEMENT
	BL- BUILDING LINE/SET BACK LINE
	CHAIN LINK FENCE
	WOOD FENCE
	BARBED/WIRE
	METAL FENCE
	PIPE FENCE
	WATER LINE
	GAS LINE
	ELECTRIC METER
	LP - LIGHT POLE
	GUY WIRE
	D&UE- DRAINAGE & UTILITY EASEMENT
	BL- BUILDING LINE/SET BACK LINE
	-POWER POLE
	PFC-POINT FOR CORNER
	ROW- RIGHT-OF-WAY
	EASM'- EASEMENT
	AC- AIR CONDITIONING
	PE- POOL EQUIPMENT
	UGT-UNDERGROUND TELEPHONE
	CATV-UNDERGROUND CABLE TV
	TRANS-ELECTRIC TRANSFORMER
	OHP- OHP- OVERHEAD POWER LINE

~BRIAN GALLIA & ASSOCIATES~
BG&A Land Surveying, Inc.
9011 STATE HIGHWAY 34 S. SUITE - C
QUINLAN, TEXAS, 75474
PHONE: (903) 447-0658
FAX: (903) 447-0931
www.bgasurveying.com

JOB NO. 1701600-1TW CAD. TECH. P.OWEN

SURVEY PLAT
600 WATER STREET
JOHN D. MERCHANT SURVEY, ABSTRACT NO. 850
SEAGOVILLE, DALLAS COUNTY, TEXAS



ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: _____ City Council: _____

DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): 11.1.22

Application Type:

- Initial Zoning (newly annexed or Agricultural property)
- Rezoning (property currently zoned)
- Planned Development (PD) – see Zoning Ordinance for special requirements and procedures
- Specific Use Permit (SUP) – see Zoning Ordinance for special requirements and procedures

Name of Subdivision or Project: YATES COLLISION REPAIR CENTER

Physical Location of Property: 600 WATERS STREET
[General Location -- approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description):
JOHN D. MERCHANT SURVEY, ABSTRACT NO. 850
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: 2.895 Existing Zoning: L.I. Requested Zoning: L.I.
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: J.D. & ANGIE YATES Applicant or Owner? (circle one)

Contact Person: ANGIE YATES Title: OWNER



Engineer / Representative's Name: JEFF CARROLL

Contact Person: JEFF CARROLL Title: PRESIDENT/CEO

Company Name: CARROLL ARCHITECTS, INC

Street/Mailing Address: 750 E. I-30 #110 City: ROCKWALL State: TX Zip: 75087

Phone: _____

SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE. (All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 200 feet of the subject property. Please contact City staff in advance for submittal deadlines.)

All applications must be COMPLETE before they will be scheduled for P&Z agenda. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be obtained from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements.

All application materials (one copy) must be delivered to the City's Planner. The name, address, phone number, etc. of the City's Planner can be obtained from City staff. Failure to submit all materials to the City's Planner may result in delays scheduling the zoning application for a P&Z agenda.

Notice of Public Records. The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

I hereby certify that I am the Owner, or the duly authorized agent of the Owner (proof of authorization attached), for the purposes of this application, and that all information submitted herein is complete, true and correct to the best of my knowledge. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

Signed: [Signature] Title: CEO Date: 2-10-23



SUBSCRIBED AND SWORN TO before me, this the 10 day of FEBRUARY, 2023

Notary Public in and for the State of Texas: [Signature]

My Commission Expires On: 5.10.24

Office Use Only: Date Rec'd: _____ Fees Paid:\$ _____ Check #: _____ Receipt #: _____
 Zoning Case # _____ Accepted By: _____ Official Submittal Date: _____



S Hwy 175

C-F Hawk Fwy

C-F Hawk Fwy

S Hwy 175

S Hwy 175

Water St

41650010010

85008210250

85008310110

JO CHILDRESS
09800000010

85008210230

85008210090

85008310250

85008310260

097000A0030

097000A0020

CHILDERS FIRST ADDN

097000A0010

85008310290

85008310300

85008410930

A-0350

85008410900

85008410140

Town Center
Freeway Frontage
Sub-District

C

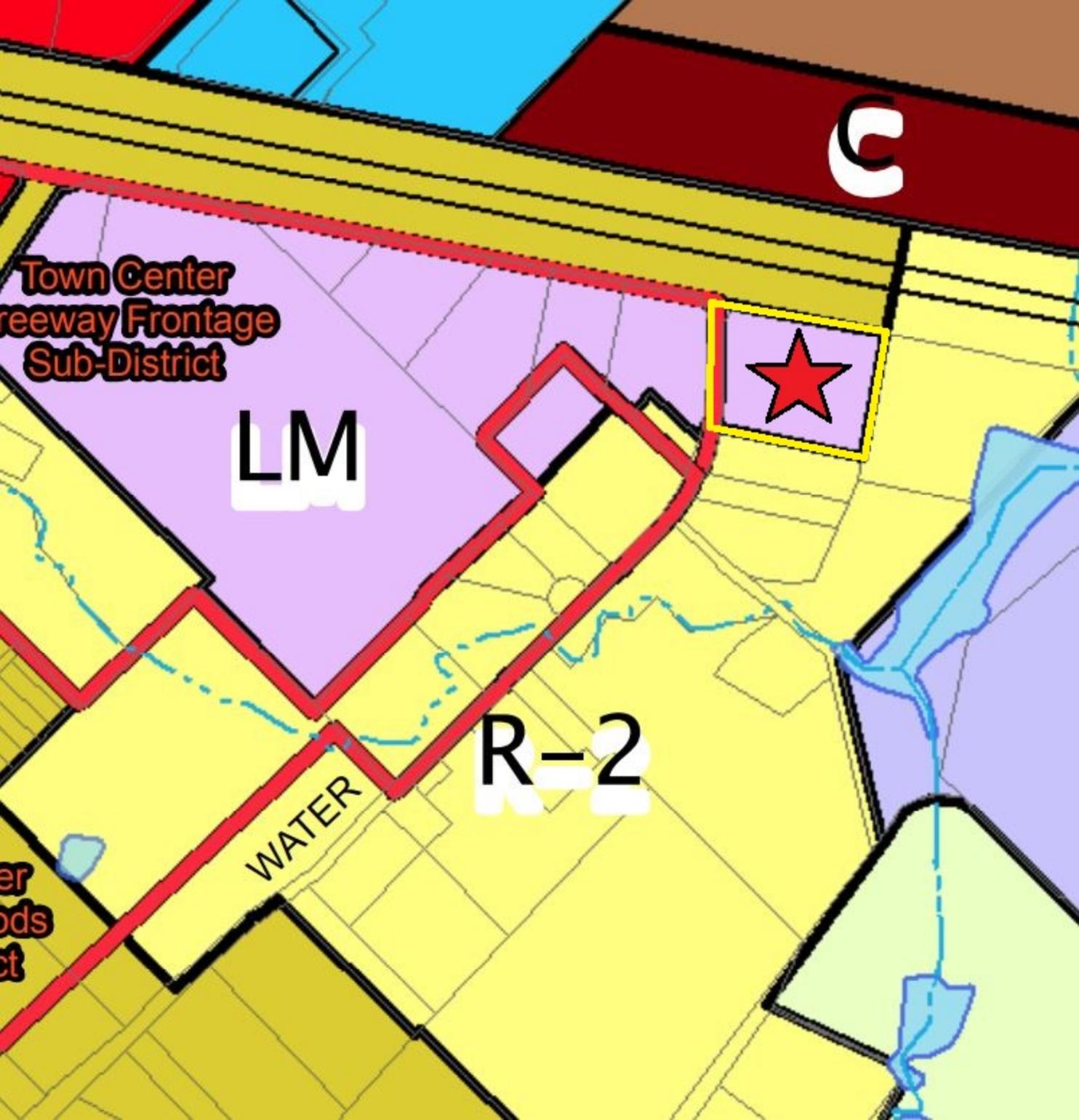
LM



R-2

WATER

er
ods
ct



Regular Session Agenda Item: 7

Meeting Date: May 1, 2023

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 "LM" Light Manufacturing to "LM-SUP" Light Manufacturing with a Special Use Permit to allow for outside storage of used materials, subject to special conditions on approximately 2.895± acres being Tract 11, in the John D. Merchant Survey, Abstract No. 850, as described and depicted in Exhibit "A", attached hereto and incorporated herein, and commonly known as 600 Water Street, Seagoville, Dallas County 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 applicant has submitted a request for the outside storage of used materials within a Light Manufacturing Zoning District. The property owner intends to develop the 2.895 ± acre site into a collision repair center. All outside storage will consist of vehicles to be repaired or those which have recently been repaired. The storage area will be located behind the proposed main building, and within a six-foot (6') tall brick screening wall. City regulations require that all storage not exceed the height of the screening wall and be limited to a maximum of 20% total area.

The applicant has submitted a proposed elevation plan, concept plan, and landscape plan. As shown in the concept plan, designating all outside storage to the rear of the building will ensure that all stored vehicles are not visible from the public right of way. Additionally, the proposed screening wall will eliminate visibility of the stored vehicles from neighboring residential properties. The maximum allowable outside storage area is 25,221 S.F. and the applicant is proposing outside storage to consist of 16,661 S.F..

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

1. Proposed zoning ordinance.

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 "LM" LIGHT MANUFACTURING TO "LM-SUP" LIGHT MANUFACTURING WITH A SPECIAL USE PERMIT TO ALLOW FOR OUTSIDE STORAGE OF USED MATERIALS, SUBJECT TO SPECIAL CONDITIONS ON APPROXIMATELY 2.895± ACRES BEING TRACT 11, IN THE JOHN D. MERCHANT SURVEY, ABSTRACT NO. 850, AS DESCRIBED AND DEPICTED IN EXHIBIT "A", ATTACHED HERETO AND INCORPORATED HEREIN, AND COMMONLY KNOWN AS 600 WATER STREET, SEAGOVILLE, DALLAS COUNTY 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 "LM" Light Manufacturing to "LM-SUP" Light Manufacturing with a Special Use Permit to allow for outside storage of used materials, subject to special conditions on approximately 2.895± acres being Tract 11, in the John D. Merchant Survey, Abstract No. 850, as described and depicted in Exhibit A, attached hereto and incorporated herein, and commonly known as 600 Water Street, in the City of Seagoville, Dallas County, Texas.

SECTION 2. The property shall be developed and used in accordance with the development standards under the Seagoville Zoning Ordinance, ordinances of the City of Seagoville, and the following special conditions:

- A. The outdoor storage area permitted herein shall be located behind the primary structure; and
- B. The outside storage shall not occupy more than 25,221 square feet; and
- C. The outside storage area shall be completely screened from public view by a six (6') foot brick veneer screening wall; and
- D. The proposed use shall be in compliance with Light Manufacturing district regulations and any other applicable local ordinances.

SECTION 3. The above property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and as amended herein, and the development of the property herein shall be in accordance with building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein.

SECTION 4. 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.

SECTION 5. 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 6. 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 1st day of May, 2023.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

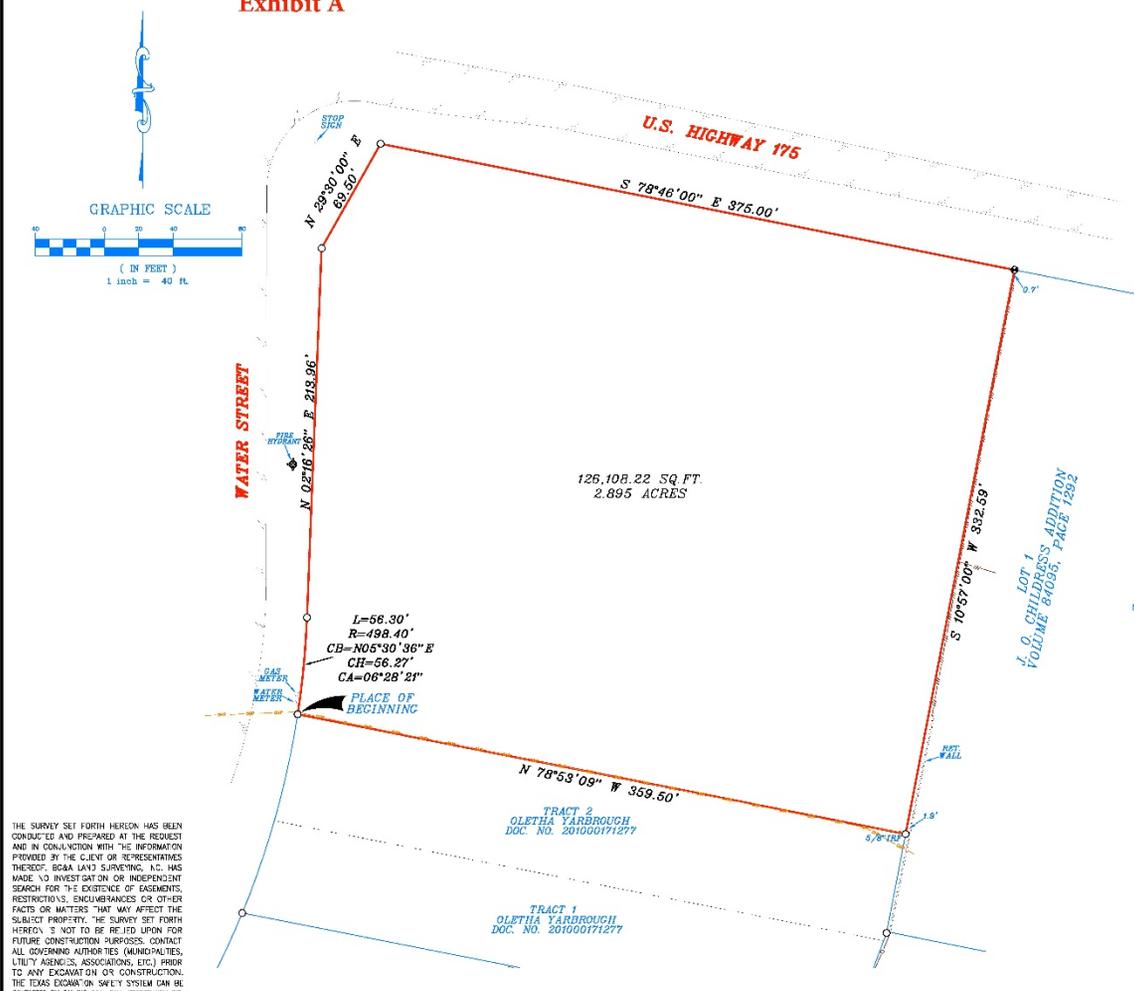
ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA THOMAS, CITY ATTORNEY
(cdb 04.25.2023)

Exhibit A



PROPERTY DESCRIPTION

STATE OF TEXAS;
COUNTY OF DALLAS;

BEING ALL THAT CERTAIN LOT, PARCEL OR TRACT OF LAND SITUATED IN THE JOHN D. MERCHANT SURVEY, ABSTRACT NO. 850, DALLAS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO DICKENS, K. CHILDRESS AND CHERI K. CHILDRESS, RECORDED IN VOLUME 2003138, PAGE 7338, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED EAST RIGHT OF WAY LINE OF WATER STREET, SAID POINT BEING THE RECOGNIZED SOUTH-WEST CORNER OF SAID CHILDRESS TRACT, THE RECOGNIZED NORTH-WEST CORNER OF A TRACT OF LAND TO BE DESCRIBED AS TRACT 2 TO OLETHA YARBROUGH, RECORDED IN DOCUMENT NO. 20100071277, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND BEING IN A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 98 DEGREES 28 MINUTES 21 SECONDS, A RADIUS OF 488.49 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 03 DEGREES 03 MINUTES 36 SECONDS EAST - 56.27 FEET;

THENCE ALONG THE RECOGNIZED EAST LINE OF SAID WATER STREET AND SAID CURVE TO THE LEFT AN ARC LENGTH OF 56.30 FEET TO A 1/2 INCH IRON ROD FOUND, THE END OF SAID CURVE;

THENCE NORTH 02 DEGREES 16 MINUTES 28 SECONDS EAST, ALONG THE RECOGNIZED EAST LINE OF SAID WATER STREET, A DISTANCE OF 213.96 FEET TO A 1/2 INCH IRON ROD FOUND FOR ANGLE POINT;

THENCE NORTH 28 DEGREES 30 MINUTES 00 SECONDS EAST, ALONG THE RECOGNIZED SOUTH-EAST FLARE OF SAID WATER STREET, A DISTANCE OF 69.50 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE RECOGNIZED SOUTH-RIGHT-OF-WAY LINE OF U. S. HIGHWAY 175, SAID POINT BEING THE RECOGNIZED NORTHWEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE SOUTH 78 DEGREES 48 MINUTES 00 SECONDS EAST, ALONG THE RECOGNIZED SOUTH LINE OF SAID U. S. HIGHWAY 175, A DISTANCE OF 375.00 FEET TO A WOOD HIGHWAY MONUMENT FOUND FOR CORNER, SAID POINT BEING THE NORTH-EAST CORNER OF HEREIN DESCRIBED TRACT AND THE APPARENT NORTHWEST CORNER OF LOT 1, J. D. CHILDRESS ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, ACCORDING TO THE PLAT RECORDED IN VOLUME 84995, PAGE 1292, MAP RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 10 DEGREES 57 MINUTES 00 SECONDS WEST, ALONG THE RECOGNIZED EAST LINE OF SAID CHILDRESS TRACT, AND THE APPARENT WEST LINE OF SAID LOT 1 OF SAID ADDITION, A DISTANCE OF 332.59 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE SOUTHEAST CORNER OF SAID CHILDRESS TRACT AND THE RECOGNIZED NORTH-EAST CORNER OF SAID YARBROUGH TRACT 2;

THENCE NORTH 78 DEGREES 53 MINUTES 00 SECONDS WEST, ALONG THE RECOGNIZED SOUTH LINE OF SAID CHILDRESS TRACT AND THE RECOGNIZED NORTH LINE OF SAID YARBROUGH TRACT 2, A DISTANCE OF 359.50 FEET TO THE PLACE OF BEGINNING AND CONTAINING 126,108.22 SQ. FT. OR 2.895 ACRES OF LAND.

NOTE: PROPERTY APPEARS TO BE SUBJECT TO EASEMENT TO T.P. 1 RECORDED IN VOLUME 5048, PAGE 285 AND VOLUME 5071, PAGE 247 (BLANKET)

NOTE: EASEMENTS RECORDED IN THE FOLLOWING VOLUMES AND PAGES DO NOT APPEAR TO AFFECT THE ABOVE DESCRIBED PROPERTY.

VOLUME 177, PAGE 177
VOLUME 1257, PAGE 178
VOLUME 1455, PAGE 129
CLERK'S FILE NO. 201000281538

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR (BRIAN CALLIA) HEREBY CERTIFIES TO (RANGER TITLE, CHICAGO TITLE, GREAT PLAINS NATIONAL BANK, JAMES O. YATES AND ANGELA L. YATES), IN CONNECTION WITH THE TRANSACTION DESCRIBED IN O.L. 2021830004 THAT THE SURVEY AND DESCRIPTION SET FORTH HEREON WERE PREPARED FROM AN ACTUAL ON-THE-GROUND INSPECTION OF THE SUBJECT PROPERTY; SUCH SURVEY WAS CONDUCTED BY THE UNDERSIGNED, OR UNDER HIS DIRECTION; THE PLAT HEREON CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME THE SURVEY WAS PERFORMED AND IS AN ACCURATE REPRESENTATION OF THE PROFESSIONAL OPINION OF THE UNDERSIGNED; LOCATION AND DESCRIPTION OF VISIBLE AND APPARENT IMPROVEMENTS ARE AS INDICATED AND THERE ARE NO VISIBLE AND APPARENT ENCROACHMENTS OR PROTRUSIONS ON THE GROUND EXCEPT AS INDICATED; THE SURVEY SET FORTH HEREON WAS PERFORMED EXCLUSIVELY FOR THE BENEFIT OF THE ABOVE NOTED PARTIES AND TRANSACTION; ANY USE OF THIS SURVEY BY OTHER PARTIES AND/OR USE FOR ANY OTHER PURPOSE SHALL BE AT USER'S OWN RISK AND THE UNDERSIGNED IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREOF.

EXECUTED THIS 24TH DAY OF OCTOBER, 2017

Brian Callia
BRIAN CALLIA
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 50669



ACCEPTED BY: _____ SIGNATURE DATE SIGNATURE DATE

NOTE: ACCORDING TO THE F.R.M. IN COMMUNITY PANEL NO. 4811200849K THIS PROPERTY APPEARS TO BE IN ZONE X AND APPLIES NOT TO LIE WITHIN THE SPECIAL FLOOD HAZARD AREA. THIS STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT AND/OR FLOOD LINES SHOWN HEREON SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

NOTE: BEARINGS ARE BASED ON NAD 83. THE SET LOT 1 OF PLAT RECORDED IN VOLUME 84995, PAGE 1292. THIS SURVEY IS NOT A REPRESENTATION OF WARRANTY OF TITLE OR GUARANTEE OF OWNERSHIP.

TEXAS LICENSED SURVEYING FIRM REGISTRATION NUMBER 10150300

LEGEND	
BRICK	IRF/IR5-IRON ROD FOUND/SET
COVERED AREA	○ MAIL FOUND/SET
CONCRETE	○ 1/2" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
WOOD DECK	○ 1/2" IRON ROD SET
STONE	○ 1" IRON PIPE FOUND
GRAVEL/ROCK ROAD OR DRIVE	○ MONUMENT FOUND
ASPHALT PAVING	○ 1" FOUND/SET
	○ E- ELECTRIC METER
	○ LP - LIGHT POLE
	○ DWP - DWP
	○ O- OVERHEAD POWER LINE
	○ B- BUILDING LINE/SET BACK LINE
	○ C- CHAIN LINK FENCE
	○ W- WOOD FENCE
	○ X- BARBED WIRE
	○ M- METAL FENCE
	○ P- PIPE FENCE
	○ W- WATER LINE
	○ G- GAS LINE
	○ U- UNDERGROUND TELEPHONE
	○ C- CABLE TV
	○ T- TRANS-ELECTRIC TRANSFORMER
	○ DHP - DHP

~BRIAN CALLIA & ASSOCIATES~
BC&A Land Surveying, Inc.
9011 STATE HIGHWAY 34 S. SUITE - C
QUINLAN, TEXAS, 75474
PHONE: (903) 447-0658
FAX: (903) 447-0931
www.bcgsurveying.com

JOB NO. 1701600-17M CAD. TECH. P.OWEN

SURVEY PLAT
600 WATER STREET
JOHN D. MERCHANT SURVEY, ABSTRACT NO. 850
SEAGOVILLE, DALLAS COUNTY, TEXAS

Regular Session Agenda Item: 8

Meeting Date: May 1, 2023

ITEM DESCRIPTION:

Receive a presentation from Kim Britton, Deputy Executive Director of STAR Transit, concerning an update on STAR Transit current services, marketing strategies and future considerations.

BACKGROUND OF ISSUE:

STAR Transit Deputy Executive Director Kim Britton will provide the annual update to the City Council on STAR Transit, the current services offered with ridership information, FY 23 Budget information, its marketing strategies, and future considerations.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

PowerPoint Presentation

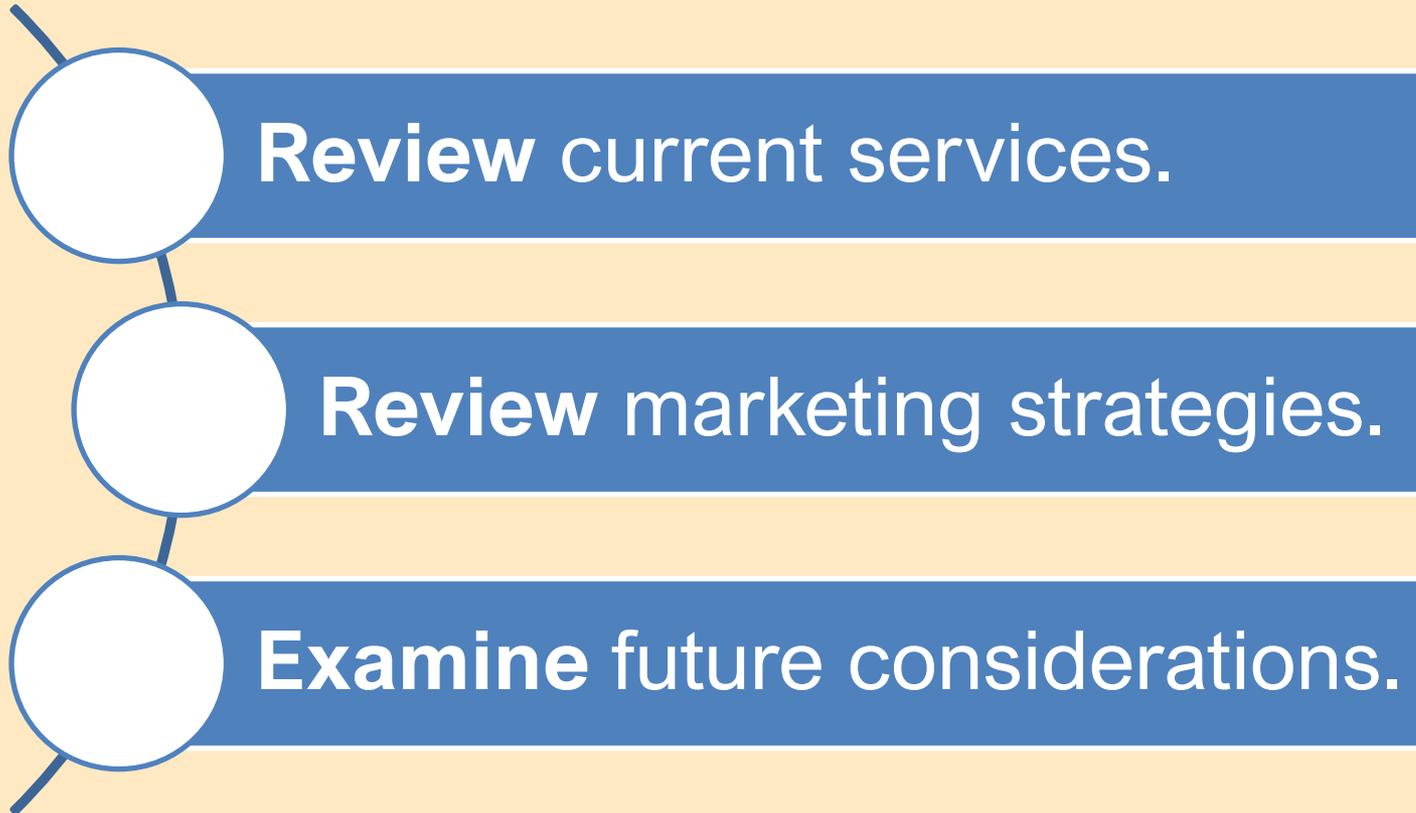


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Transit Update:
FY23 Seagoville

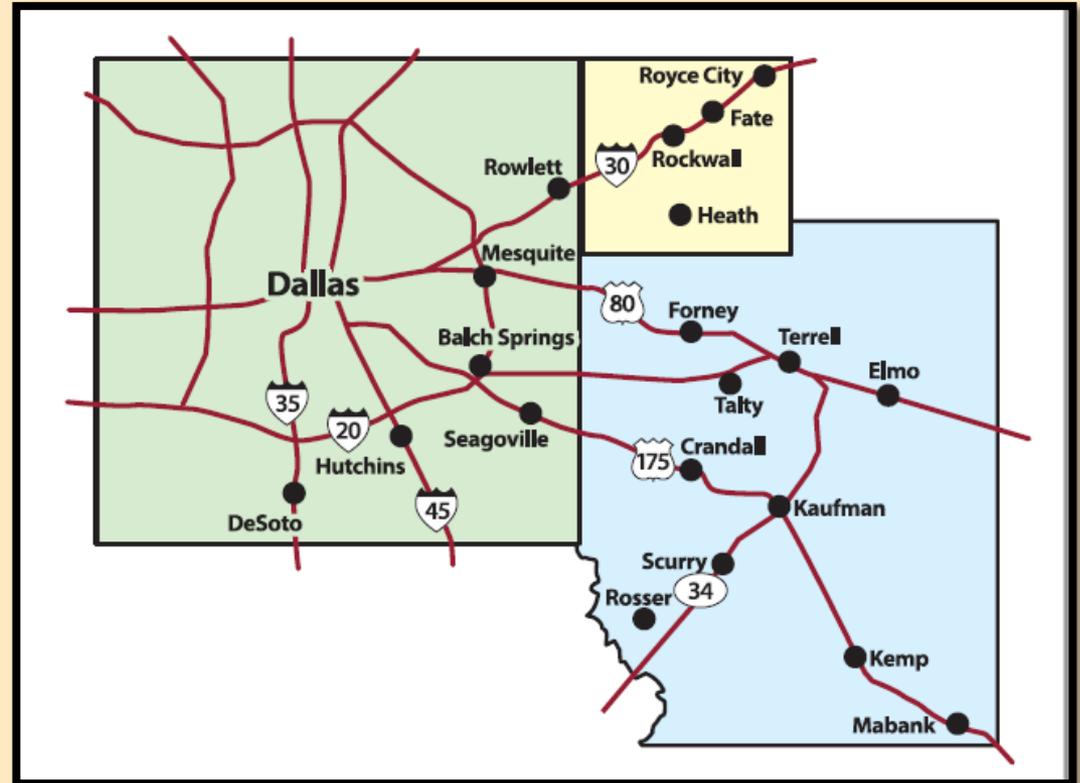
5/1/23

- 
- A vertical list of three items, each consisting of a white circle with a blue outline on the left, connected by a thin blue line to a blue horizontal bar on the right containing white text. The items are: 1. Review current services. 2. Review marketing strategies. 3. Examine future considerations.
- Review current services.
 - Review marketing strategies.
 - Examine future considerations.

- **Providing public transportation for over 40 years** and our mission is to provide people with safe, affordable, convenient and desirable mobility options to enrich quality of life by connecting all to services and opportunities.
- We are a political sub-division of the state of Texas providing over **155,000 rides** per year with a **staff of 100** and a **fleet of 55+ vehicles**.
- Based in **Kaufman County** operating as a Rural Transit District.
- 4th largest transit agency in greater North Texas, with **no dedicated sales tax**.
- **2012 and 2019 Texas Transit Association Outstanding Rural Transit System.**

- Kaufman County
- Rockwall County
- Seagoville (2013)
- Balch Springs
- Mesquite
- Hutchins
- DeSoto
- Cedar Hill (2023)
- Duncanville (2023)

- Ellis County
- Navarro County



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Current Services

In October 2021, STAR Transit, with the support of the city, transitioned the traditional dial-a-ride and fixed route hours to STARNow - same day service.

Currently:

- 12.5 hours per day
- Hours of availability, M – F, 6:00 am – 6:00 pm
- Travel zone includes city limits and the Buckner DART Station.

Dial-a-ride medical trips outside of the travel zone have been accommodated due to the city being part of the STAR Transit network of services.

Service Type: **STARnow**

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- Customer request ride via STARNow App or by calling 877-631-5278; We arrive within 15-20 minutes and provide service.
 - Same day advanced scheduling options available.
- Fare structure:
 - Rides within travel zone (13 – 59) = \$2.00
 - Qualified 60+, Veterans, Disabled Riders = \$1.00
 - Children 12 and under = free with a paid fare.
 - Ability to use Promo Codes for free fares.
- Shared ride service with trip purpose freedom.
- Passenger age requirement = 13 and above to ride unaccompanied.

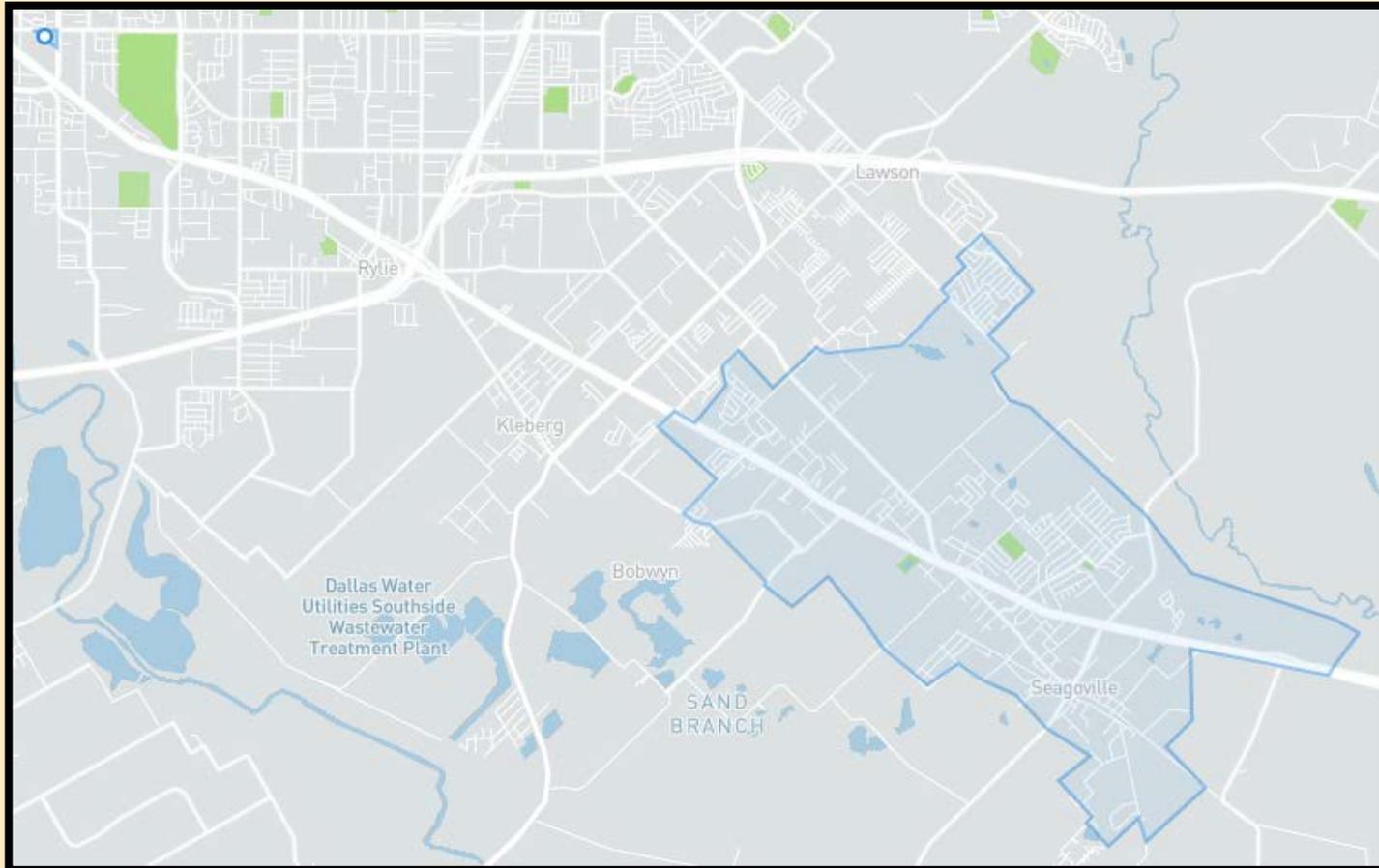
Current Service

STAR TRANSIT

Service Type: **STARnow**

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DART Buckner Station

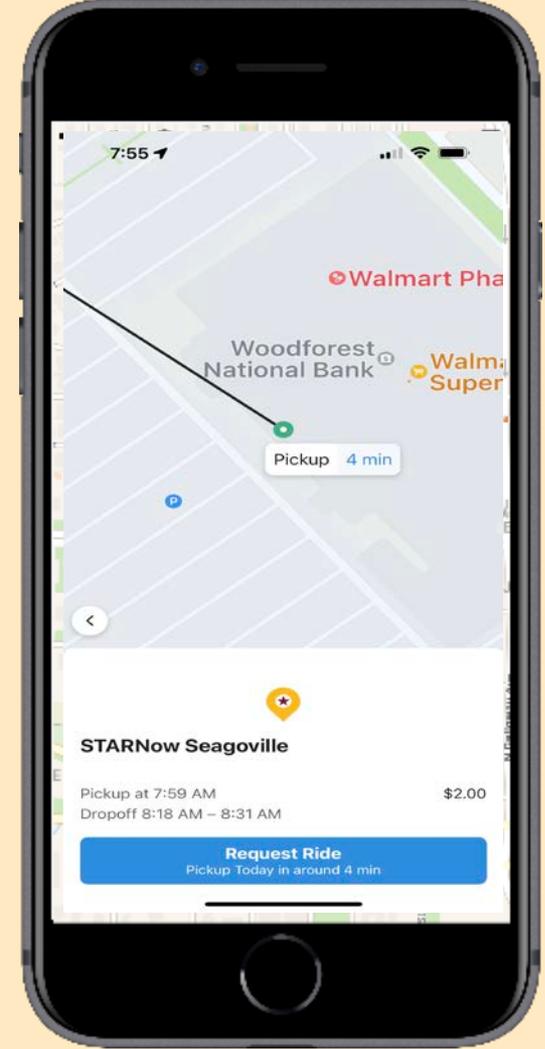
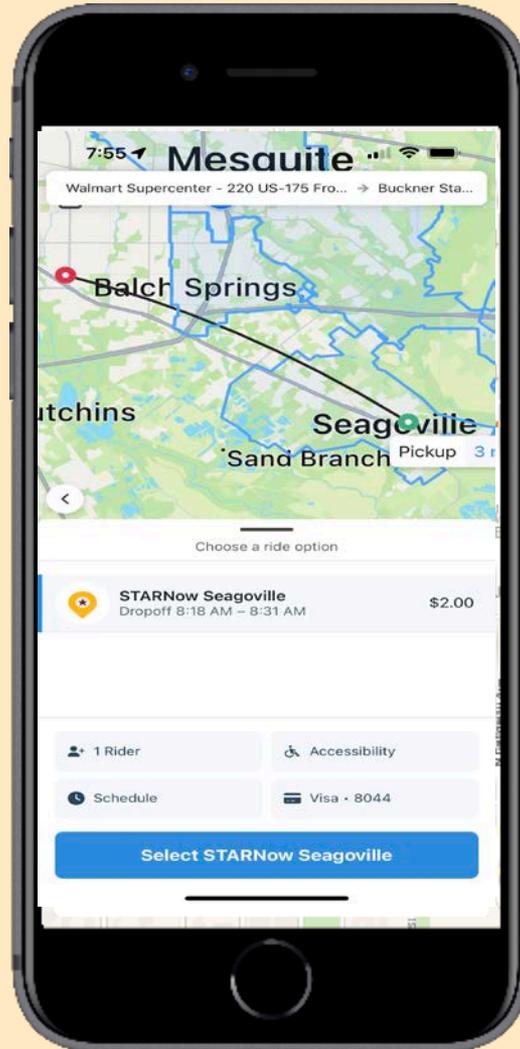
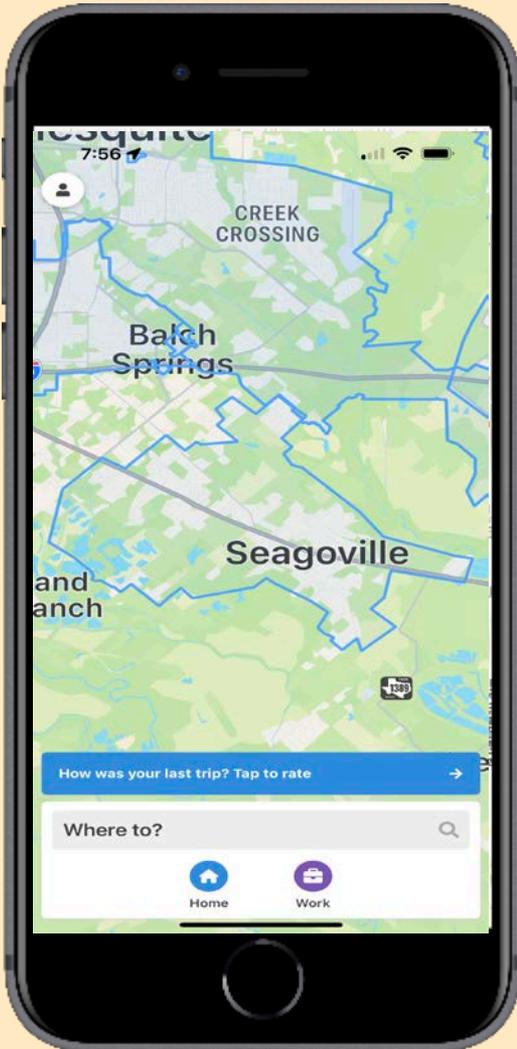


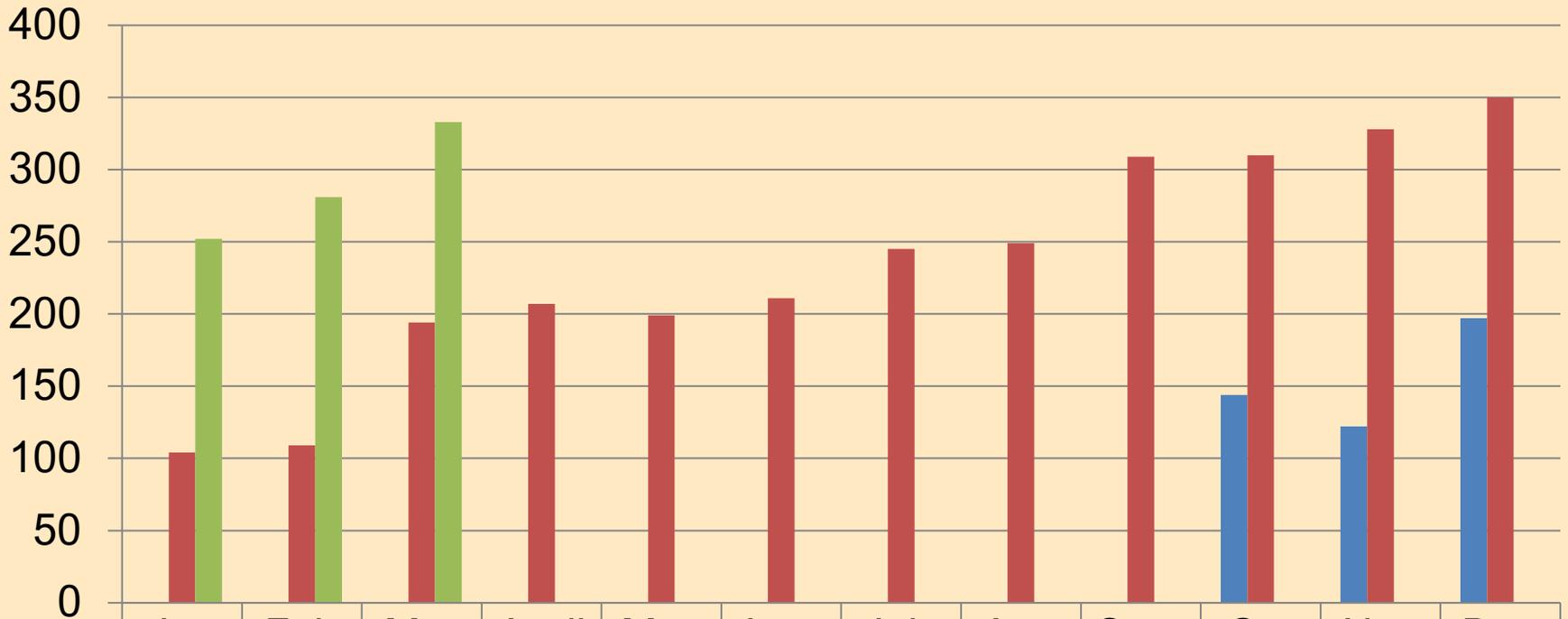
Current Service

STAR TRANSIT

Service Type: **STARnow**

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	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec
2021	0	0	0	0	0	0	0	0	0	144	122	197
2022	104	109	194	207	199	211	245	249	309	310	328	350
2023	252	281	333									

2021 – 463

2022 – 2,815

2023 – 866



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FY23 Budget

FY23 Budget

Expenditure Description	Total	Federal Subsidy	City Portion	City Monthly Amount
Operating STARNow, M - F	\$162,500	\$97,500	\$65,000	\$5,416.67

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Marketing Strategies

- Sponsor city/chamber events
- Yearly visits to the Senior Center, senior living facilities, etc.
- Targeted Facebook post(s)
- Information on STARtransit.org



Branded Transit Van

Connecting you to where you want to go.



Rackcard

Connecting you to where you want to go.



> Download App

> Book Ride

> GO!

Pick up and drop off points must be inside the travel zone. Wait time is based on vehicle availability. Visit www.STARtransit.org for information on travel zones and service hours.



Download on the
App Store

GET IT ON
Google Play

Don't have a smartphone?
Book your trip by calling 877-631-5278.

Note: Phone reservations must be made at least 30 minutes in advance. Only same-day trips accepted. Reservations accepted Monday - Friday, starting at 5:30 a.m.



STAR now

Connects you to where you want to go.

You always pay your fare when boarding the bus, whether you are paying via the STARNow App, paying cash or using a STAR Transit red ticket. Please remember drivers do not carry cash, so change will not be given for overpaid fares.

- Rides within the travel zone = \$3.00
- Qualified Seniors 60+, Veterans, Disabled Riders = \$1.50
- Children ages 12 and under must be accompanied by an adult.

For more information about how to qualify for the half fare, contact the Mobility Management Department at 877-631-5278.

Enjoy the ride.

877-631-5278 | www.STARtransit.org



> Descargar aplicación

> Agendar transporte

> IR!

Los puntos de recogida y devolución deben estar dentro de la zona de viaje. El tiempo de espera se basa en la disponibilidad del vehículo. Visite www.STARtransit.org para obtener información sobre zonas de viaje y horarios de servicio.



Download on the
App Store

GET IT ON
Google Play

¿No tienes un teléfono inteligente?
Reserve su viaje llamando al 877-631-5278.

Nota: Las reservas telefónicas deben hacerse con al menos 30 minutos de anticipación. Solo se aceptan viajes el mismo día. Se aceptan reservaciones de lunes a viernes a partir de las 5:30 a.m.



STAR now

Te conecta a donde quieres ir.

Usted siempre paga su pasaje al subir el autobús, si usted está pagando a través de la aplicación STARNow, pague en efectivo o con un billete de color rojo de STAR Transit. Recuerde que los conductores no llevan dinero en efectivo, por lo que no se dará el cambio de las tarifas pagadas en exceso.

- Transportes dentro de la zona de viaje = \$3.00
- Personas mayores de 60 años calificadas, veteranos, pasajeros discapacitados = \$1.50
- Los niños menores de 12 años deben estar acompañados por un adulto.

Para obtener más información sobre cómo calificar para la media tarifa, comuníquese con el Departamento de movilidad al 877-631-5278.

Enjoy the ride.

877-631-5278 | www.STARtransit.org

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Future Considerations

Eastern Dallas, Kaufman, and Rockwall Counties Regional Transit Study

- In 2018, the Regional Transportation Council (RTC) approved funding for the North Central Texas Council of Governments (NCTCOG) to perform an independent transit needs assessment and strategic implementation plan for three study areas. Seagoville is included in the EDKR study.
- This study aims to develop a comprehensive public transportation plan for cities in eastern Dallas County, as well as Kaufman and Rockwall counties. Efforts will focus on strategic implementation and coordination with other planning efforts.
- Scheduled completion - December 2023.

- Delay recommendations until the study is complete.



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***Questions or
Comments***



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Thank You!

Regular Session Agenda Item: 9

Meeting Date: May 1, 2023

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving and authorizing the City Manager to sign the Amendment and Extension of the Dallas County New Directions in Public Safety Grant Interlocal Agreement between the Cities of Mesquite, Balch Springs, Seagoville, and Sunnyvale (the “Southeast Collaboration”) and Dallas County for the purpose of providing mental health services in support of their respective municipal governmental operations and residents; providing for the repeal of any and all resolutions in conflict; and providing an effective date.

BACKGROUND OF ISSUE:

This amendment and extension is required by the Dallas County Commissioners Court to continue providing grant funding required for the operation of the CARE Teams, which provide behavioral health services and assistance to the communities within the Southeast Collaboration.

This amended extension, if approved will be in effect for one full year and will assure that citizens of the joint cities have a behavioral health service that they can rely on.

FINANCIAL IMPACT:

There is no financial impact to the City for this extension as this project is fully funded through the Dallas County New Directions in Public Safety grant until May 1, 2024.

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Amendment and Extension Agreement
Southeast Alliance Community CARE Team Expansion

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO. XX-R-2023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN THE AMENDMENT AND EXTENSION OF THE DALLAS COUNTY NEW DIRECTIONS IN PUBLIC SAFETY GRANT INTERLOCAL AGREEMENT BETWEEN THE CITIES OF MESQUITE, BALCH SPRINGS, SEAGOVILLE, AND SUNNYVALE (THE "SOUTHEAST COLLABORATION") AND DALLAS COUNTY FOR THE FOR THE PURPOSE OF PROVIDING MENTAL HEALTH SERVICES IN SUPPORT OF THEIR RESPECTIVE MUNICIPAL GOVERNMENTAL OPERATIONS AND RESIDENTS; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Mesquite, Balch Springs, Seagoville, and Sunnyvale 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

WHEREAS, the cities of Mesquite, Balch Springs, Seagoville and Sunnyvale (the "Southeast Collaboration") and Dallas County previously, on or about May 1, 2021, entered into an Interlocal Cooperation Agreement for the purpose of providing mental health services in support of their governmental operations and residents; and

WHEREAS, the Southeast Collaboration and the County thereafter, on or about May 1, 2022, approved an extension of that Interlocal Cooperation Agreement; and

WHEREAS, the Southeast Collaboration and the County desire to amend and extend the Interlocal Cooperation Agreement for another twelve (12) months;

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 City Manager to execute, on behalf of the City of Seagoville, in substantially the form attached hereto and incorporated herein by this reference as Exhibit "A", an amendment and extension of the Dallas County New Directions in Public Safety Grant Interlocal Agreement between the Cities of Mesquite, Balch Springs, Seagoville, and Sunnyvale (the "Southeast Collaboration") and Dallas County.

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 1st^l day of May, 2023.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(042823vwtTM134786)

Exhibit A

**AMENDMENT AND EXTENSION OF THE DALLAS COUNTY NEW DIRECTIONS IN PUBLIC SAFETY GRANT
INTERLOCAL AGREEMENT (“Agreement”)**

between

**the Cities of Balch Springs, Mesquite, Seagoville,
and Sunnyvale (hereinafter the “Southeast Collaboration”)**

and

Dallas County (“County”)

This Amendment and Extension of the Agreement is entered into and effective as of May 1, 2023 (the “Effective Date”) between the Southeast Collaboration and County.

Whereas, the Southeast Collaboration and County are Parties to the original agreement effective May 1, 2021, and also approved by the Dallas County Commissioners Court on March 23, 2021 through Court Order 2021-0316;

Whereas, the Southeast Collaboration and County are Parties to an extension term effective May 1, 2022, and also approved by the Dallas County Commissioners Court on April 19, 2022 through Court Order 2022-0446;

Whereas, the Parties desire to amend the Agreement and extend the term for twelve (12) months beginning on the Effective Date of this Amendment and Extension; and

Now therefore, in consideration of the terms, conditions, covenants, and performance of the scope of work and services contained herein, as attached and made a part hereof, Parties mutually agree as follows:

1. The Agreement is hereby amended as follows:

Section 2 “Term” is deleted in its entirety and replaced with the following amended language:

“The term of this Agreement shall begin on May 1, 2021 and end on April 30, 2022, unless terminated earlier under any provisions hereof. The Parties mutually agree that this Agreement may be extended for two additional 1-year extension periods by written amendment and mutual approval of the Dallas County Commissioners Court and the Southeast Collaboration.”

Section 3 “Scope of Services and Obligations,” paragraph (a) is deleted in its entirety and replaced with the following amended language:

“The Southeast Collaboration shall distribute the Funds provided by the County in accordance with the guidance as detailed in the **Exhibit A** – New Directions Grant Proposal Southeast Collaboration attached hereto and incorporated by reference for all purposes. The New Directions Grant Proposal shall extend under the same terms detailed in the **Exhibit A** for any subsequent renewal terms.”

Section 5 “Terms and Conditions,” paragraphs (a) and (b) are deleted in their entirety and replaced with the following amended language:

“**Not to Exceed Amount.** Southeast Collaboration understands and agrees that the maximum total amount payable for the services and funds distributed that are described herein shall not exceed **\$1,250,000.00** (hereinafter “Not to Exceed Amount”) unless a formal written amendment is executed by the Parties hereto and is formally approved by the Commissioners Court. County shall not pay for any services nor distribute any funds that would cause the amounts described

herein to exceed the Not to Exceed Amount. All internal and indirect costs of distributing and dispersing the provided Funds shall be born solely by the Southeast Collaboration.”

“Southeast Collaboration agrees to submit complete, fully documented, and accurate itemized receipts with appropriate documentation, as required by County, on a quarterly basis to the County for funds disbursed in accordance with **Amended Exhibit B - Budget**, incorporated by reference for all purposes. Specifically, the invoices shall be itemized and include supporting documentation, including any subcontractor invoices.”

- 2. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect and continue to bind the Parties. If there is a conflict between this extension and the Agreement, the terms of the Agreement shall prevail. No amendment to this extension shall be effective unless it is in writing and signed by all Parties. The Parties may execute this extension in any number of counterparts each of which is an original and all of which constitute on and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment and Extension Agreement as of the dates set forth below to be effective as of the Effective Date.

DALLAS COUNTY:

By: _____
Clay Lewis Jenkins
County Judge

Date: _____

RECOMMENDED:

By: _____
Darryl Martin
County Administrator

APPROVED BY*:
JOHN CREUZOT DISTRICT ATTORNEY

By: _____
Rebecca Lundberg
Assistant District Attorney

CITY OF BALCH SPRINGS:

By: _____

CITY OF MESQUITE:

By: _____

CITY OF SEAGOVILLE:

By: _____

CITY OF SUNNYVALE:

By: _____

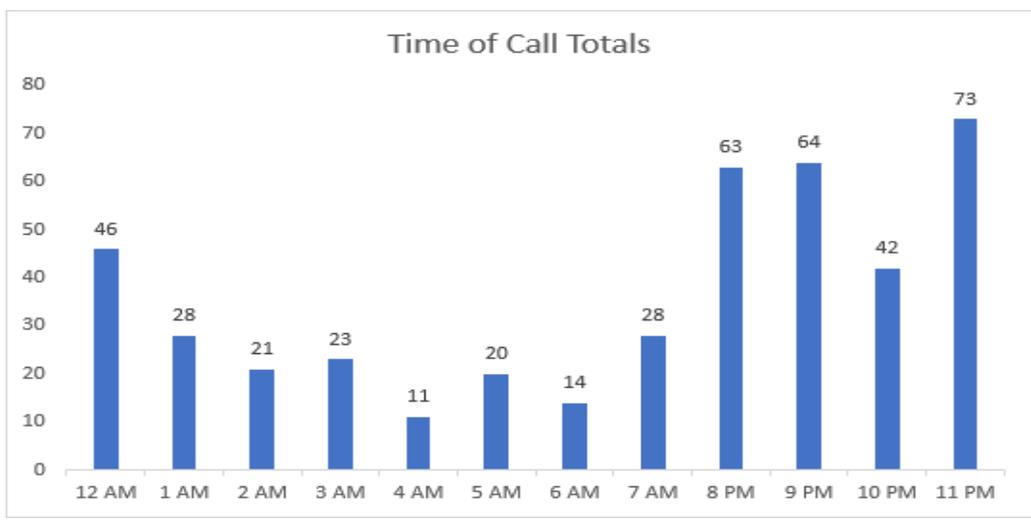
* BY LAW, THE DALLAS COUNTY DISTRICT ATTORNEY’S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A CONTRACT OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).

Southeast Alliance Community Care Team Expansion – New Directions Year 3

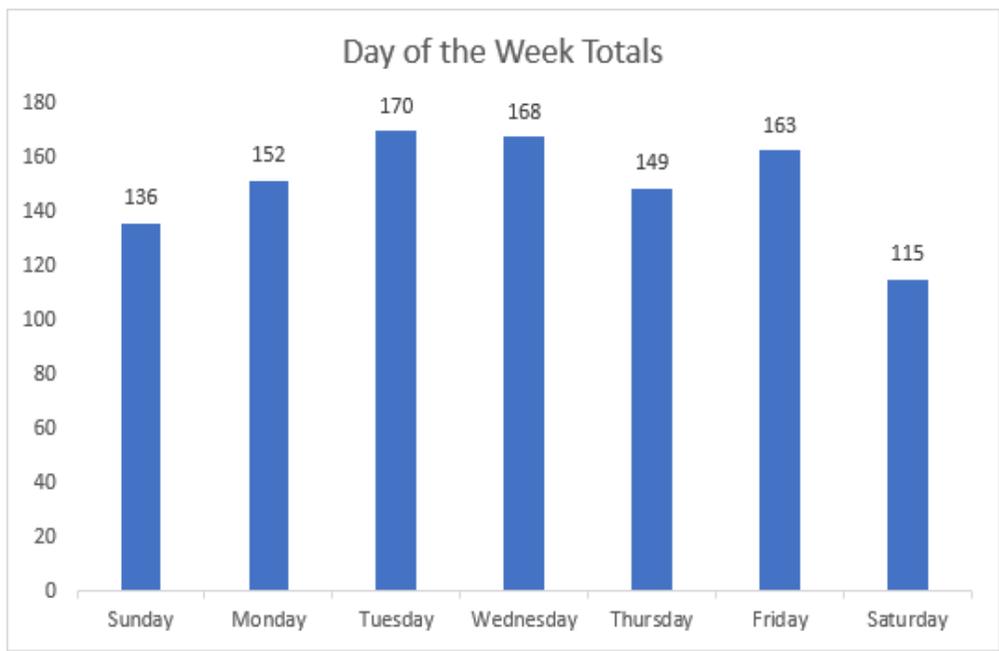
The cities of Mesquite, Balch Springs, Seagoville, and Sunnyvale propose to expand the current Southeast Alliance Community Care Team from two teams to four teams. Currently, with two teams (Care Team #1 and Care Team #2) our coverage is Monday-Friday 8:00am – 8:00pm. An expansion to four teams' coverage would extend until 2:00am during the weekdays and 12:00pm – 2:00am on the weekends.

From July 2022 through September 2022, during the non-covered Care Team hours (Monday – Friday 8:00pm-8:00am and weekends) there was a total of 433 mental health calls that the Care Team was unable to respond to. That is an average of 144.3 per one month and 4.81 per day. Expanding coverage would be until 2:00am on weekdays and weekends would allow Care Team #3 and Care Team #4 to potentially respond to these 911 mental health calls. These totals do not take the other three cities-related mental health calls into account. The City of Mesquite consists of 85%, Balch Springs 7%, Seagoville 6%, and Sunnyvale 2% of all current Care Team calls.

July 2022 – September 2022: Mesquite Police Department Mental Health-Related Calls During
Non-Covered Care Team Hours



July 2022 – September 2022: Mesquite Police Department Mental Health-Related Calls Per Day



Right now, for after-hours calls, the responding police officers send in a referral via email that is distributed to all members of the Care Team for follow-up. The Care Team attempts to contact the referrals two times by phone calls or text messages and one home visit. Unfortunately, there are citizens that need mental health help that we are not able to get into contact with. Expanding the teams from two to four would allow for coverage during these peak hours with face-to-face contact.

Current Care Team Schedule	Proposed Expanded Care Team Schedule
Monday – Friday 8:00am – 8:00pm	Monday – Friday 8:00am – 2:00am Saturday and Sunday 12:00noon – 2:00am

The expansion of two additional teams would be \$350,000 (\$175,000.00 per team). To do this we would expand our contract with Parkland Health and Hospital (PHHS) to include two additional social workers and two additional paramedics that would become Care Team #3 and Care Team #4. No additional vehicles will be needed due to the shift differentials of the four teams.

Proposed Budget Costs – Year 3

<u>Category</u>	<u>Costs</u>
<u>Personnel:</u> Care Team #3: 1 Social Worker and 1 Paramedic Care Team #4: 1 Social Worker and 1 Paramedic 4 Staff Total Parkland Medical Direction Hours: Dr. Hogan	\$332,500.00
<u>Supplies:</u> Uniforms, Medical Supplies, Taxi Vouchers	\$7,500.00
<u>Fuel and Maintenance</u>	\$10,000.00
<u>Total Cost:</u>	\$350,000.00

Regular Session Agenda Item: 10

Meeting Date: May 1, 2023

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 Julio Torres, sometimes referred to as Seagoville Signs & Designs, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date.

BACKGROUND OF ISSUE:

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

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

Resolution – approving Economic Development Project between SEDC and Julio Torres Agreement – between SEDC & Julio Torres, sometimes referred to as Seagoville Signs & Designs

CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND JULIO TORRES, SOMETIMES REFERRED TO AS SEAGOVILLE SIGNS & DESIGNS, AS REFLECTED IN THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with Julio Torres, sometimes referred to as Seagoville Signs & Designs, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”) and

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

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

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

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

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

Section 1. The City Council hereby approves and authorizes the Project between the Seagoville Economic Development Corporation and Julio Torres, sometimes referred to as Seagoville Signs & Designs, under the terms and conditions set forth in an Economic Development Incentive Agreement in substantially the form attached hereto as Exhibit “A”.

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

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

DULY RESOLVED AND ADOPTED First Reading and Second Reading of the City Council of the City of Seagoville, Texas, this the 1st day of May 2023.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(031523vwtTM134047)

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

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

This Economic Development Incentive Agreement (“Agreement”) is made by and between Julio Torres, an individual resident of the State of Texas, sometimes referred to as Seagoville Signs & Designs (“Torres”) and the Seagoville Economic Development Corporation (the “SEDC”), each acting by and through their respective authorized representatives. SEDC and Torres may be referred to herein each as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Torres owns the real property located at 210 N. Kaufman Street, Seagoville, Texas 75159 and the buildings/improvements situated thereon (collectively, the “Property”) which it leases to retail business tenants who operate restaurants and/or businesses open to and serving the citizens of the City of Seagoville; and

WHEREAS, Torres desires to install a new concrete parking lot on the Property to reduce or eliminate parking issues being experienced by retail tenants at the Property and thus to facilitate retaining those businesses at the Property and which will thereby allow a retention and/or an expansion of the existing business as more patrons will be able to enter the Property which will increase; and

WHEREAS, Torres has advised the SEDC that the total construction cost of the desired 30 feet by 60 feet concrete parking area is \$11,000.00 and that a contributing factor that would induce Torres to provide the additional parking lot required by its retail tenants on the Property would be an agreement by SEDC to provide an economic development grant to Torres to cover the costs of such construction; and

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

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

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

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

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

Article I Definitions

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

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

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

“Commencement of Construction” shall mean that (1) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the Parking Lot, (2) all necessary permits for the Parking Lot have been issued by all applicable governmental authorities, and (3) construction of the Parking Lot has commenced.

“Torres” shall mean Julio Torres, an individual resident of the State of Texas, sometimes referred to as Seagoville Signs & Designs, and whose principal business address is 210 N. Kaufman Street, Seagoville, Texas 75159.

“Completion of Construction” shall mean that (1) Parking Lot has been substantially completed, (2) all final inspections for the Parking Lot have been performed by all applicable governmental authorities; (3) the inspections noted no failure of compliance with the City’s Code of Ordinances and related regulations or other law; and (4) Torres and/or its retail tenants at the Property are open and conducting business during normal business hours at the Property.

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

“Expiration Date” shall mean the twelve (12) months after the Commencement of Construction.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless

caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Grant” shall mean an economic development reimbursement grant in the amount equal to the costs incurred and paid by Torres for the Parking Lot, as defined herein, not to exceed Eleven Thousand and No/100 Dollars (\$11,000.00), to offset the cost or a portion of the costs paid and incurred by Torres for the Parking Lot, to be paid in one lump sum payment upon presentation of a signed, written request for payment submitted to City and accompanied by written receipts or other evidence indicating that Torres incurred and paid, in construction of the Parking Lot, the sum for which Grant payment is requested.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Torres or any property or any business owned by Torres within the City.

“Parking Lot” shall mean site preparation, installation and construction of a thirty (30’) feet by sixty (60’) feet concrete parking area on the Property as depicted on Exhibit “A”, attached hereto and incorporated herein by this reference, said preparation, installation and construction to comply with all City of Seagoville ordinances, permitting requirements, and building regulations.

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

“SEDC” shall mean the Seagoville Economic Development Corporation.

Article II

Term

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

Article III

Grant

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

3.2 Grant Limitations. Under no circumstances shall the obligations of SEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Torres. None of the obligations of SEDC under this

Agreement shall be pledged or otherwise encumbered by Torres in favor of any commercial lender and/or similar financial institution.

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

Article IV Conditions to Grant

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

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

4.2 Commencement of Construction. Commencement of Construction, as that term is defined herein, shall occur not later than three (3) months after the Effective Date of this Agreement.

4.3 Completion of Construction. Completion of Construction, as that term is defined herein, shall occur not later than twelve (12) months after the Effective Date of this Agreement.

4.4 Continuous Ownership. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Property shall be continuously owned by the Torres.

Article V Termination; Repayment

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

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;

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

5.2 Repayment Following Termination Under Section 5.1(b). In the event the Agreement is terminated by SEDC pursuant to Section 5.1 (b), Torres shall immediately refund to the SEDC an amount equal to the value of the Grant received by Torres. The repayment obligations of the Torres set forth in this Section 5.2 shall survive termination of this Agreement.

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

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

Article VI

Miscellaneous

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

6.2 Limitation on Liability. It is understood and agreed between the Parties that Torres and SEDC, in satisfying the conditions of this Agreement, have acted independently, and SEDC assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for SEDC, to:

Seagoville Economic Development
Corporation
Attn: Patrick Stallings, Exec. Director
702 N. Highway 175
Seagoville, Texas 75159

With a copy to:

Victoria W. Thomas
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Torres:

Julio Torres and
Seagoville Signs & Designs
210 N. Kaufman Street
Seagoville, Texas 75159

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. There is no other collateral oral or written agreement among the Parties that in any manner relates to the subject matter of this Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. Without waiving any governmental or other immunities, the Parties otherwise agree to submit to the personal and subject matter jurisdiction of said court.

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

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

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

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 Employment of Undocumented Workers. During the term of this Agreement, Torres agrees to not knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), Torres shall repay the value or the costs incurred by SEDC to provide the Grants herein and any other funds received by Torres from SEDC as of the date of such violation within 120 days after the date Torres is notified by SEDC of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Torres is not liable for a violation of this section in relation to any workers employed by a subsidiary, affiliate, or franchisee of Torres or by a person with whom the Torres contracts.

6.16 Conditions Precedent. The obligations of SEDC under this Agreement are subject to and conditions on the City Council of the City of Seagoville, Texas approving, by resolution, this Incentive Agreement and the related project.

[Three Signature Pages to Follow]

EXECUTED on this _____ day of _____, 2023.

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Patrick Stallings, Executive Director

EXECUTED on this _____ day of _____, 2023.

JULIO TORRES, SOMETIMES REFERRED TO AS SEAGOVILLE SIGNS & DESIGNS

By: _____
Julio Torres

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, Julio Torres, known or proven to me to be the person and agent whose name is subscribed to the foregoing instrument and acknowledge to me that the same was his own act and deed and that he executed the same for the purpose and consideration therein expressed..

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2023.

Notary Public, State of Texas

My Commission Expires:

EXHIBIT "A"

Regular Session Agenda Item: 11

Meeting Date: May 1, 2023

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: 12

Meeting Date: May 1, 2023

ITEM DESCRIPTION:

Future Agenda Items

BACKGROUND OF ISSUE:

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

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 13

Meeting Date: May 1, 2023

ITEM DESCRIPTION:

Recess into Executive Session

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

- A. § 551.071. Consultation with City Attorney: receive legal advice related to negotiation of possible amendment to City's agreement with Frontier Texas Ventures I, LLC
- B. § 551.071. Consultation with City Attorney: receive legal advice related to an Ordinance concerning Mass Gatherings
- C. § 551.071. Consultation with City Attorney: receive legal advice related to Santorini

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 14

Meeting Date: May 1, 2023

ITEM DESCRIPTION:

Reconvene into Regular Session

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

- A. § 551.071. Consultation with City Attorney: receive legal advice related to negotiation of possible amendment to City's agreement with Frontier Texas Ventures I, LLC
- B. § 551.071. Consultation with City Attorney: receive legal advice related to an Ordinance concerning Mass Gatherings
- C. § 551.071. Consultation with City Attorney: receive legal advice related to Santorini

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A

Executive Session Agenda Item: 15

Meeting Date: May 1, 2023

ITEM DESCRIPTION:

Discuss and consider approving an amendment to the Frontier Waste Solutions Agreement.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS:

N/A