



# City of Seagoville Meeting Agenda City Council

City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159

Monday, October 16, 2023

6:30 PM

Council Chambers

**LACKEY STEPPER SEBASTIAN**  
MAYOR

**RICK HOWARD**  
PLACE 1

**ALLEN GRIMES**  
PLACE 4

**PATRICK STALLINGS**  
CITY MANAGER

**JOSE HERNANDEZ**  
PLACE 2

**JON EPPS**  
PLACE 5

**HAROLD MAGILL**  
PLACE 3 - MAYOR PRO TEM

Notice is hereby given that the City Council of the City of Seagoville, Texas will meet in a Regular Called Meeting at 6:30 p.m. for Work Session, and Regular Session will begin at 7:00 p.m., to be held at City Hall, 702 N. Hwy 175 Seagoville, Texas 75159.

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 reserves the right to reconvene, recess or realign any session or order of business at any time prior to adjournment. The purpose of the meeting is to consider the following items:

## **WORK SESSION – 6:30 PM**

1. Call to Order
2. Discuss Regular Session agenda items.
3. Receive a presentation by Kaufman Central Appraisal District.
4. Adjourn

## **REGULAR SESSION – 7:00 PM**

5. Call to Order
6. Invocation
7. Pledge of Allegiance
8. Recognition and Presentation of the Life Saving Award.
9. Mayor's Report
10. Citizen's Comments

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. City 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**

- 11. Consider approving the following City Council meeting minutes: October 2, 2023.**
- 12. Consider approving a Resolution authorizing the City Manager to enter into a Service Agreement with Motorola Solutions and approving the terms and conditions of the Agreement.**
- 13. Consider approval of the purchase and installation of a new siren and digital activation system from Goddard Enterprises; in an amount not to exceed \$53,443.21; as provided for in the FY 2024 Budget.**
- 14. Consider approval of the purchase of one (1) Chevrolet Tahoe with upfit package from Holiday Chevrolet; through the Tarrant County annual contract for emergency vehicles and supplies (no. 2022-200 and 2023-016); in an amount not to exceed \$61,368.95; as provided for in the FY 2024 Budget.**

**Public Hearing**

- 15. Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and map of the City of Seagoville for approximately 9.45 ± acres from the Apartment (A) to the Planned Development (PD) Zoning District, situated at 1803 Seagoville Road, 1815 Seagoville Road, 1908 Cain Street, and 620 No Name Street, Seagoville, Dallas County, Texas, located approximately near the intersection of Seagoville Road and Alto Road, and between Seagoville Road and Cain Street; providing for a concept plan.**
- 16. Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and map of the City of Seagoville for approximately 1.02 ± acres, described as being within Lot 2, Block A, Seagoville Corners III Addition, 950 E. Malloy Bridge Road, Seagoville, Dallas County, Texas; from "LR" Local Retail to "LR-SUP" Local Retail with a Special Use Permit to allow for a tobacco shop; providing for special conditions and a site plan.**

**Regular Agenda**

- 17. Discuss and consider approving a Resolution accepting a petition for and calling for a public hearing on the creation of Santorini Public Improvement District within the City of Seagoville and authorizing mailing and publication of notice of the public hearing.**
- 18. Discuss driveway regulations on residential properties.**
- 19. Discuss and consider additional dates to designate as holiday for November and December of 2023, and/or January of 2024.**
- 20. Discuss the evaluation process and related form for the City Manager, City Attorney, and City Secretary.**

**21. Items of community interest and councilmember reports.**

Pursuant to Section 551.0415 of the Texas Government Code, the City Council or City Administration may report information on the following items: 1) expression of thanks, congratulations, or condolences, 2) information about holiday schedules, 3) recognition of individuals, 4) reminders about upcoming City events, 5) information about community events, and 6) announcements involving an imminent threat to public health and safety.

**22. Discuss future agenda items.****23. Adjourn****CERTIFICATE**

I certify that the above Notice of Meeting was posted on the bulletin board at the City Hall of the City of Seagoville, Texas on this 12<sup>th</sup> day of October 2023, by 5 p.m.

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Sara Egan, City Secretary

The City of Seagoville does not discriminate based on 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)

**UPCOMING DATES:**

- Monday, November 6, 2023, Regular City Council Meeting
- Monday, November 20, 2023, Regular City Council Meeting



TO: Mayor and City Council  
FROM: Ray Calverley, Chief of Police  
DATE: October 16, 2023  
ITEM: 8  
DESCRIPTION: Recognition and Presentation of the Life Saving Award.

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**ATTACHMENTS**

1. Event Summary



## City of Seagoville Police Department

600 North US Highway 175  
Seagoville, Texas 75159  
Phone 972.287.2999 Fax 972.287.2917  
[www.seagoville.us](http://www.seagoville.us)



Date of Incident: September 22, 2023

Location: Walmart 220 N. US Highway 175

Call Type: Medical Emergency / Assist SFD

On the above date at approximately 10:27 PM Officers were dispatched to Walmart on an Assist Seagoville Fire Department call. Officer Jason Hoveln was the first officer on scene, upon his arrival he was directed to a male individual who was unconscious and slumped over on an electric shopping cart. Officer Hoveln immediately noticed that the subject had very labored breathing and lips were turning blue due to a lack of oxygen. Officer Hoveln immediately noticed signs of a possible opioid overdose and administered a dose of Narcan into the subject's nasal passage.

Sergeant Hawthorne was the second officer on scene and arrived just as fire personnel were arriving. Officer Hoveln noticed that the initial dose of Narcan was not having much affect and asked Sgt. Hawthorne to retrieve another dose as Hoveln and fire personnel carried the subject outside.

Once outside another dose of Narcan was delivered through the subject's nasal passage and fire personnel administered rescue breathing. Once the ambulance arrived the subject was starting to regain his own breathing capabilities and started coming out of the state that he was in.

Had it not been for Officer Hoveln's quick thinking and administering the initial dose of Narcan and noticing that a second dose was needed it is very likely that this subject would not have survived.

Because of his quick thinking and the actions taken that undeniably saved this person's life, the Life Saving certificate and bar is being awarded to Officer Jason Hoveln.



TO: Mayor and City Council  
FROM: Sara Egan, City Secretary  
DATE: October 16, 2023  
ITEM: 11  
DESCRIPTION: Consider approving the following City Council meeting minutes: October 2, 2023.

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**RECOMMENDATION**

Recommend approval of the meeting minutes.

**ATTACHMENTS**

1. October 2, 2023 Minutes



# City of Seagoville

## Meeting Agenda

### Minutes

City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159

Monday, October 2, 2023

6:30 PM

Council Chambers

Present: Mayor Lackey Sebastian, Mayor Pro Tem Harold Magill, Councilmember Jose Hernandez, Councilmember Rick Howard, Councilmember Allen Grimes, and Councilmember Jon Epps

Also present were City Manager Patrick Stallings, City Attorney Victoria Thomas, and City Secretary Sara Egan.

The City Council of the City of Seagoville met in a Regular Called Meeting on Monday, October 2 2023, at 6:30 p.m. in the City Council Chambers of City Hall, 702 N. Hwy 175, Seagoville, Texas.

#### **WORK SESSION – 6:30 PM**

##### **1. Call to Order**

Mayor Sebastian called the Work Session to order at 6:30 p.m.

##### **2. Discuss Regular Session agenda items.**

Assistant Police Chief briefed City Council on agenda item 15 and answered questions. The City Council expressed the need to have signs on both sides of the street.

Support Services Manager Christine Wirth will brief City Council on the regular agenda item 16 and answered questions.

##### **3. Adjourn**

Mayor Sebastian adjourned from Work Session at 6:44 p.m.

#### **REGULAR SESSION – 7:00 PM**

##### **4. Call to Order**

Mayor Sebastian called the Regular Session to order at 7:00 p.m.

##### **5. Invocation**

Mayor Pro Tem Magill led the invocation.

##### **6. Pledge of Allegiance**

The City Council led the pledge of allegiance.

##### **7. Recognition and Presentation of the Life Saving Award.**

Police Chief Ray Calverley presented the Life Saving Award to Sergeant Donald Blasingame and Corporal Joshua Benavides.

##### **8. Mayor's Report**

The Mayor stated the city is growing and great things are happening.

##### **9. Citizen's Comments**

Chief Calverley announced that National Night Out would take place at Bruce Central Park from 6 p.m. to 8 p.m.

##### **Consent Agenda**

Councilmember Hernandez made a motion to approve Consent Agenda Item 10-13, seconded by Mayor Pro Tem Magill. The motion passed by a unanimous vote (5/0).

##### **10. Consider approving the following City Council meeting minutes: September 18, 2023.**

- 11. Consider an Ordinance amending the Master Fee Schedule relating to fees for Public Improvements Plan Review and Inspections.**  
Ordinance No. 29-2023
- 12. Consider a Resolution authorizing the City Manager to enter into a work order (agreement) with the City of Garland, Texas in accordance with and governed by the Master Interlocal Radio Service Agreement between the cities.**  
Resolution No. 74-R-2023
- 13. Consider approving cancellation and/or rescheduling of four regularly scheduled City Council meeting dates for 2024 as follows: (1) January 1, 2024 -Cancelled; (2) January 15, 2024 - Rescheduled to January 22, 2024; (3) February 19, 2024 - Rescheduled to February 26, 2024; and (4) September 2, 2024-Rescheduled to September 9, 2024.**

#### Regular Agenda

- 14. FIRST READING: Discuss and consider a Resolution approving the Economic Development Project between the Seagoville Economic Development Corporation and Rosemary (Rosemaria) Aguirre, doing business as 5 Star Barber Academy, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the Parties.**  
City Attorney Victoria Thomas briefed the Council on the incentive agreement.
- 15. Discuss and consider an Ordinance amending Chapter 17, Traffic, Article 17.04, Parking, Stopping or Standing, Division 2, Parking Regulations on Specific Streets, by repealing and replacing Section 17.04.058 to provide for no parking on the north side of Cain Street, the entire distance, from Simonds Road southeast to its intersection with Highway 175 Frontage Road; providing for no parking on the south side of Cain Street, from its point of intersection with Simonds Road southeast to a point approximately 525 feet from its point of intersection with Highway 175 Frontage Road.**  
Councilmember Hernandez made a motion to approve Agenda Item 15, seconded by Mayor Pro Tem Magill. The motion passed by a unanimous vote (5/0).  
Ordinance No. 30-2023
- 16. Discuss and consider a Resolution authorizing the City Manager to enter into a Software License Agreement and Software Assurance Addendum with Integrated Computer Systems, Inc. (ICS) approving the terms and conditions of the agreement.**  
Councilmember Epps made a motion to approve Agenda Item 16, seconded by Mayor Pro Tem Magill. The motion passed by a unanimous vote (5/0).  
Resolution No. 75-R-2023
- 17. SECOND READING: Discuss and consider a Resolution approving the Economic Development Project between the Seagoville Economic Development Corporation and Rosemary (Rosemaria) Aguirre, doing business as 5 Star Barber Academy, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the Parties.**  
Councilmember Howard made a motion to approve Agenda Item 17, seconded by Mayor Pro Tem Magill. The motion passed by a unanimous vote (5/0).  
Resolution No. 76-R-2023

**18. Items of community interest and councilmember reports.**

Mayor Pro Tem Magill commended both the Police and Fire Department.

Councilmember Epps announced the District 4 Bond Community Meeting (related to the DISD 2020 Bond) would be held October 3, 2023 at 6 p.m.

**19. Discuss future agenda items.**

Councilmember Hernandez requested to discuss amending the evaluation form.

Councilmember Grimes requested to discuss driveway regulations.

Mayor Sebastian recessed the Regular Session at 7:20 p.m.

**EXECUTIVE SESSION**

**20. City Council may convene into closed Executive Session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the City Attorney regarding the proposed mass gathering ordinance.**

**21. City Council may convene into closed Executive Session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:**

**A. City Manager**

**B. City Attorney**

**C. City Secretary**

Mayor Sebastian adjourned the Executive Session at 7:55 p.m.

**REGULAR SESSION**

Mayor Sebastian reconvened into the Regular Session at 7:58 p.m.

**22. Take any necessary action as a result of the closed Executive Session.**

There was no action as a result of Executive Session.

**23. Discuss and consider adopting an Ordinance amending the Code of Ordinances by adding a new Article 7.11 “Mass Gatherings” to Chapter 7 “Business Regulations”.**

Councilmember Hernandez made a motion to approve Agenda Item 23 with an amendment to the definition of *Non-Concert event* to include at the end of the definition “on the premises at a single time.”, seconded by Councilmember Grimes. The motion passed by a unanimous vote (5/0).

Ordinance No. 31-2023

**24. Adjourn**

There being no further business before the City Council, the meeting was adjourned at 7:59 p.m.

APPROVED:

ATTEST:

\_\_\_\_\_  
Lackey Stepper Sebastian, Mayor

\_\_\_\_\_  
Sara Egan, City Secretary



TO: Mayor and City Council

FROM: Christine Wirth, Support Services Manager

DATE: October 16, 2023

ITEM: 12

DESCRIPTION: Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the City Manager to enter into a Service Agreement with Motorola Solutions (“Motorola”) approving the terms and conditions of the Agreement between the City of Seagoville and Motorola which is attached hereto, repealing all Resolutions in conflict, providing an effective date.

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### **INTRODUCTION**

The purpose of this item is to renew the annual Service Agreement to ensure proper repair and maintenance of our radio system.

### **BACKGROUND**

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

### **FINANCIAL IMPACT**

The amount of this Service Agreement is \$39,104.10, as budgeted in FY 2023-2024 under Support Services Department, Software Support Fund.

### **RECOMMENDATION**

It is the recommendation of the Police Department to renew the annual Service Agreement to ensure proper repair and maintenance of our radio system that is utilized by several City Departments.

### **ATTACHMENTS**

1. Resolution
2. Agreement

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGOVILLE, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS (“MOTOROLA”) APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN THE CITY OF SEGOVILLE AND MOTOROLA WHICH IS ATTACHED HERETO AS EXHIBIT “A”; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Motorola Solutions (“Motorola”) is willing to provide the maintenance, support and services identified on the Service Agreement (the “Agreement”) attached hereto as Exhibit “A” for a period of one year, with the Agreement to renew automatically on each annual anniversary date, with adjustments by Motorola to the pricing under the Agreement on each anniversary date, unless a party provides notice of intent not to renew; and

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

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

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

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

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

**DULY PASSED** and approved by the City Council of the City of Seagoville, Texas, on this the 16<sup>th</sup> day of October 2023.

**APPROVED:**

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Lakey Stepper Sebastian, Mayor

**ATTEST:**

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Sara Egan, City Secretary

**APPROVED AS TO FORM:**

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Victoria W. Thomas, City Attorney



# SERVICE AGREEMENT

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

Contract Number: USC000101457  
Contract Modifier: R02-JUN-23 05:32:52

Date: 25-AUG-2023

<p>Company Name: Seagoville, City Of Attn.: Christine Wirth Billing Address: 702 N Hwy 175 City, State, Zip Code: Seagoville, TX 75159 Customer Contact: Christine Wirth Phone: 972-287-2999</p>
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P.O.#: N/A  
Customer #: 1035278622  
Bill to Tag#: 0001  
Contract Start Date: 01-OCT-2023  
Contract End Date: 30-SEP-2024  
Payment Cycle: ANNUALLY  
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV01S01034A	ASTRO DMS ADVANCED RM	\$308.39	\$3,700.62
	LSV01S01106A	ASTRO SYSTEM ESSENTIAL PACKAGE	\$1,091.41	\$13,096.91
	LSV03S02047A	ASTRO DMS ON-PREM	\$0.00	\$0.00
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	\$300.19	\$3,602.29
	SVC01SVC0053A	ASTRO NETWORK SECURITY MONITORING CTD	\$151.45	\$1,817.34
	SVC01SVC0140A	REMOTE SUS	\$86.19	\$1,034.29
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	\$44.23	\$530.73
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00	\$0.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$72.83	\$873.88
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$1,204.01	\$14,448.04
			<b>Sub Total</b>	<b>\$3,258.67</b>
			<b>Taxes</b>	<b>\$0.00</b>
			<b>Grand Total</b>	<b>\$3,258.67</b>
<b>SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS</b>			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

**Cyber Services / Opt-In Acknowledgement Section:**

**Note: This section is to be completed by the CSM, in conjunction and cooperation with the Customer during dialog.**

	Opt-In: Service Included In this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	# _____
Remote Security Update Service (RSUS)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	# _____
Managed Detection and Response (MDR)	<input type="checkbox"/>	<input type="checkbox"/>	# <u>3</u> _____

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

\*\* If Selecting “Not Applicable”, please consider the following, and enter a reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at [https://www.motorolasolutions.com/en\\_us/managed-support-services/cybersecurity.html](https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html)) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
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CUSTOMER (PRINT NAME)

	Customer Support Manager	8/25/2023
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE

TaNeal Jordan	(945) 248-4205	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	

Company Name : Seagoville, City Of  
Contract Number : USC000101457  
Contract Modifier : R02-JUN-23 05:32:52  
Contract Start Date : 01-OCT-2023  
Contract End Date : 30-SEP-2024

## Service Terms and Conditions

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

### Section 1. APPLICABILITY

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

### Section 2. DEFINITIONS AND INTERPRETATION

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

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

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

### Section 3. ACCEPTANCE

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

### Section 4. SCOPE OF SERVICES

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

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

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

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

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

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

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

### Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

## **Section 6. TIME AND PLACE OF SERVICE**

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

## **Section 7. CUSTOMER CONTACT**

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

## **Section 8. INVOICING AND PAYMENT**

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

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

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

## **Section 9. WARRANTY**

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

## **Section 10. DEFAULT/TERMINATION**

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

addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

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

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

#### **Section 11. LIMITATION OF LIABILITY**

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

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

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

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

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

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

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

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

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

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

### **Section 15. COVENANT NOT TO EMPLOY**

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

### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

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

### **Section 17. GENERAL TERMS**

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

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

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

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

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

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

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

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

## Cybersecurity Online Terms Acknowledgement

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

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

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

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

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

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



TO: Mayor and City Council  
FROM: Todd Gilcrease, Fire Chief  
DATE: October 16, 2023  
ITEM: 13  
DESCRIPTION: Consider approval of the purchase and installation of a new siren and digital activation system from Goddard Enterprises; in an amount not to exceed \$53,443.21; as provided for in the FY 2024 Budget.

---

### **INTRODUCTION**

The purpose of this equipment is to efficiently alert all employees and citizens in the city.

### **BACKGROUND**

Through Goddard Enterprises we have received a quote to have a new siren and digital activation system installed. The digital activation system, CommanderOne, is the latest innovation that allows you to connect with your most critical asset anytime, anyplace. The Commander platform enables you to control and monitor your warning sirens from your desktop. This quote includes all equipment and software needed. Including installation, the total cost is \$53,443.21.

### **FINANCIAL IMPACT**

\$53,443.21 from budget in FY2024.

### **ATTACHMENTS**

1. Quote



**GODDARD ENTERPRISES**  
**MASS NOTIFICATION SYSTEMS**

**Prepared for Seagoville, Texas**

To: Todd Gilcrease  
Email: [tgilcrease@seagoville.us](mailto:tgilcrease@seagoville.us)  
Phone: (214) 354-6239

**Prepared by Courtney Goddard**

Joe Goddard Enterprises  
Address: 11950 Thousand Oaks Drive Edmond, Oklahoma 73034  
Phone: 405-830-9057 Website: [www.goddardenterprises.net](http://www.goddardenterprises.net)

Quote number: 549 Date: October 6, 2023 Valid until: October 18, 2023

## **Seagoville, Texas**

# **New Siren and Digital activation system-TIPS Quote 9/28/2023**

### **Pricing Provided by TIPS USA!**

Please issue all TIPS purchase orders to Joe Goddard Enterprises, LLC

Issue all TIPS purchase orders to:

- [Andy@goddardenterprises.net](mailto:Andy@goddardenterprises.net)
- [Office@goddardenterprises.net](mailto:Office@goddardenterprises.net)

Participation Fees and Reporting of Sales

- Goddard Enterprises will report all sales on behalf of Vendor.
- Goddard Enterprises will facilitate and pay administration fees on behalf of Vendor.

### **TIPS Contract Information**

Contract Number: #220105 - Federal Signal Corp - Awarded TIPS Vendor  
Goddard Enterprises is an Authorized Reseller of TIPS contract #220105

The Interlocal Purchasing System (TIPS) is a national purchasing cooperative offering competitively solicited contracts to education government and nonprofit agencies, saving them both time and money. TIPS provides a proven, streamlined process that eliminates the purchasing stress for Members. TIPS is housed at and managed by the Region 8 Education Service Center located in Pittsburg, Texas. The benefits of using TIPS are available to Education, Government and Non-Profit Agencies

Becoming a member is free and easy!

- Membership Information: <https://www.tips-usa.com/membership.cfm>
- FAQ: <https://www.tips-usa.com/faq.cfm>
- About TIPS: <https://www.youtube.com/watch?v=kZdD9-VyhX4>

### **Command and Control**

CommanderOne-S & ComanderOne-M (Per Quote)

### CommanderOne Standard with Messaging

CommanderOne® is the latest innovation that allows you to connect with your most critical asset anytime, anyplace. The CommanderOne cloud-based platform enables you to control your warning sirens from any desktop or mobile device.

Works with one way and two way siren systems. AccuWeather Patented Map-based Weather Alerting and Polygon Activation Technology allows for custom automatic activations. CommanderOne mobile app provides ease of activation from any smartphone or web-enabled device.



3,280.00

x 1

3,280.00

Commander on premise

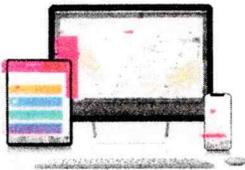
### Commander Standard SFCD-10

Commander allows you to connect with your most critical asset anytime.

The Commander platform enables you to control and monitor your warning sirens from your desktop.

This system enables the Digital format, time stamp and encryption inherent to the existing federal signal controls.

Works with one way and two way siren systems.



3,278.125

x 1

20% discount

2,622.50

SS2000+R

### SS2000+ Encoder

The SS2000+ controller is the most advanced stand-alone control unit. The SS2000+ interfaces to an analog or digital radio system to provide control of sirens or giant voice systems. The SS2000+ has 24 programmable activation hotkeys and 20 contact closure inputs for interfacing with remote control systems. The hotkeys can provide specific types of warnings or test activations. Hotkeys are now accessible from a new web interface commonly used in dispatch centers. The new web interface can provide improved redundancy allowing multiple points of access to a single SS2000+ unit. Available in a desktop and rack mount console.



4,692.1875

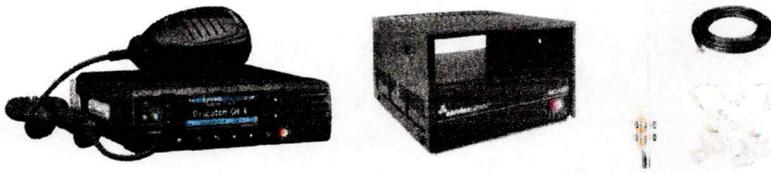
x 1

20% discount

3,753.75

## BSU

Base Station Radio, available in VHF and UHF models. Includes 100 foot of coax, Radio power supply, radio coax feed jumper, FM2 Bracket, and 3dB gain fiberglass antenna.



Optimization and Configuration

### Optimization and Configuration

Finalize setup and configuration of installed system

- (2) day of Optimization and Configuration

## Outdoor Warning Siren Equipment

2001-130

### 2001-130 High Powered Outdoor Siren

The Federal Signal 2001-130 siren is a high power, rotating, unidirectional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail.



DCFCTDB

### Two Way Siren Controller

Two-way siren controller for 48VDC Sirens. Two-way radio control and status monitoring. Available in VHF and UHF configurations. Simultaneous two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security. Able to utilize multiple communication paths for redundancy. Controls mechanical sirens, including models 2001-130, Equinox, 508-128 and Eclipse8. Solar options available. Push buttons for local activation. UL Listed for general signaling. DNV Certified



4,259.375  
x 1  
20% discount  
3,407.50

160.00  
x 16  
2,560.00

11,426.5625  
x 1  
20% discount  
9,141.25

10,062.50  
x 1  
20% discount  
8,050.00

## Two-Way Antenna Kit

Fiberglass antenna, permanent install. 35FT LMR400 coax, low loss.  
FM2 antenna mount bracket.



AMB-P

## Antenna Mounting Bracket

Federal Signal side of pole antenna bracket. 16" offset. Mounts to any utility pole.

KIT-24/48 PN: 270371

## Solar Panel Kit

Solar Panel Side of Pole Mount Reinforced Manufactured. SunWise 195 Watt, 24V Solar Module, C1D2,  
Large J-box. VictronConnect Smart Solar MPPT regulator 12/24/48.



M24M680

## Battery - M24M680

AC Delco M24M680 Standard Lead Acid Battery.

Battery Type: Deep Cycle

Cold Cranking Amps (CCA): 550 CCA

Average Life Span: Two (2) years.



## Service Center

500.00  
x 1  
20% discount  
400.00

168.75  
x 1  
20% discount  
135.00

3,977.14  
x 1  
20% discount  
3,181.71

130.00  
x 4  
520.00

FCH

**FCH Controller**

**For P-50 at the service center**

The FC Controller is a remote-control activation point for equipment control (such as electro-mechanical sirens) with relay outputs. Ideal for siren control applications and process' controlled via relay contacts. The FC Controller is equipped with a FCX Controller board which can be powered from 12VDC, 48VDC, 120VAC or 220VAC. The FCX Controller board is equipped with 4 relays to control devices such as siren contractors



2,498.00  
x 1  
20% discount  
1,998.40

**Installation - Siren Tech II (Journeyman)**

Installation of FCH Controller at existing service center

- (4) hours
- (1) Installation - Service Center Siren Tech II (Journeyman)

160.71  
x 4  
642.84

**Antenna Kit**

**Antenna kit for P-50**

Fiberglass antenna, permanent install. 35FT LMR400 coax, low loss. FM2 antenna mount bracket.



390.625  
x 1  
20% discount  
312.50

**50ft Class II Wood Pole**

50ft Class II Wood Pole

820.90  
x 1  
820.90

**Tunkey System Installation**

Goddard Enterprises crew for build out and installation of warning siren. All building supplies provided by Goddard Enterprises. All heavy equipment such as trucks and hardware will be supplied by Goddard Enterprises unless otherwise agreed upon.

Optimization and Configuration

**Optimization and Configuration**

Finalize setup and configuration of installed system

- (1) day of Optimization and Configuration

1,350.00  
x 1  
1,350.00

Installation - Siren Tech II (Journeyman)

**Installation - Siren Tech II (Journeyman)**

- 8 hour day to fully install base station.
- (3) Installation - Base Installation Siren Tech II (Journeyman)

160.71  
x 24  
3,857.04

Installation - Bucket Truck with Operator

**Installation - Bucket Truck with Operator**

- (8) hour work day per site install.
- (2) Installation - Bucket Truck with Operator

Installation - Digger Derrick with Operator

**Installation - Digger Derrick with Operator**

- (8) hour work day per site install.
- (1) Installation - Digger Derrick with Operator

Shipping & Handling

**Shipping & Handling**

Shipping & Handling

**Digging and Removal Clause**

Rock Clause: Rock, poor soil conditions, water in excavations and other unforeseen site conditions may incur additional charges upon digging. Sites that are unable to be removed using standard service equipment will incur additional charges upon removal. Areas of excavations where utilities are present may require hydrovac technology and will incur additional charges.

Subtotal, includes discount of 8,250.67

**Total**

53,443.21

**\$53,443.21**

229.17

x 16

3,666.72

275.00

x 8

2,200.00

1,543.10

x 1

1,543.10

APPROVED FOR PAYMENT	
P.O. # PD 4462	DATE 10/10/2023
G.L. CODE	
AUTHORIZED SIGNATURE 	

## Terms & Conditions

This estimate is an approximation and is not guaranteed. The estimate is based on information provided from the customer regarding project requirements, needs, and wants. Actual cost may change once all project elements are finalized or negotiated. Prior to any changes of cost, the customer will be notified. Estimate valid for 30 days unless otherwise indicated.

Goddard Enterprises reserves the right to accept or reject any order, in our sole discretion. Order acceptance is expressly limited by and to the terms and conditions stated herein, which supersede any terms and conditions set forth in any document you provided to us.

Prices are subject to change and are exclusive of any applicable sales or other taxes, freight, handling and insurance charges. Freight quotations are provided as estimates only – actual freight charges are determined at the time of shipping and may differ from the amount originally quoted. The cost of any equipment within this estimate exceeding \$30,000 will be due at time of shipment unless otherwise arranged with Goddard Enterprises.

Any Installation that requires network access will be customers responsibility to facilitate and must be completed before work or commissioning can begin. All network requirements must meet factory recommendations to gain factory support.

Rock Clause: Rock, poor soil conditions, water in excavations and other unforeseen site conditions may incur additional charges upon digging.

This quotation/proposal and any files or attachments transmitted with it contain Information that is confidential and privileged. This document may contain information that is intended only for the use of the individual(s) and entity(ies) to whom it is addressed. If you are the intended recipient, further disclosures are prohibited without proper authorization from Goddard Enterprises. If you are not the intended recipient, any disclosure, copying, printing, or use of this information is strictly prohibited and possibly a violation of federal or state law and regulations. If you have received this information in error, please delete it and call 405-282-1978 immediately.

You agree to be bound by these Terms and Conditions in effect at the time of purchase. You also agree that we may change any of the Terms and Conditions upon 15 days written notice to you and that such changed Terms and Conditions will apply to any subsequent transactions with us. Additionally, you agree that in the event that any portion of these Terms and Conditions are found to be unenforceable, the remainder will remain in full force and effect.

## MK Battery Warranty

MK Battery guarantees MK Battery/Deka GEL Batteries against defective materials and workmanship for a period of twenty four (24) months from the date of shipment. Any storage of this battery shall be at an ambient temperature of 77°F (25°C), or less, and in accordance with EPM's published installation and operating instructions.

- Warranty claims for full replacement must be made three (3) months from failure.
- This warranty is non-transferable.
- This warranty does not cover any physical damage due to nature or man, which stresses the battery beyond design, limits, and is void of manufacturing date codes are destroyed.
- Batteries should not be used in an application that exceeds 50% DOD (Depth of Discharge)
- Negligence, accident, abuse, misuses including improper jump-starting, or improper unsuitable or abnormal storage of the products.
- Improperly installed or applied batteries. Improperly charged ( either under or over) batteries. Opening of batteries that are designed and intended in use as sealed products.
- Physical damage due to acts of nature or man, which stress products beyond design limits or other undesirable influences.
- Normal "wear and tear".
- Each battery must be operated and maintained in accordance with EPM's published instructions:

These batteries are designed for continuous float application. The charger must be able to sustain the system voltage within  $\pm 1$  % of the desired level at all times. The desired flat voltage varies with temperature according to the table below. The average battery voltage should never be allowed to go above 14.1 volts per battery at 77°F (25°C).

## **Federal Signal Warranty 2023**

Outdoor Warning Products: 5 years parts and factory labor from date of delivery, return to factory for service.

This includes: 2001-130, 508-128, Equinox, Eclipse8, Modulator and DSA series.

Controllers: 2 years parts and labor from date of delivery, return to factory for service

This includes: SS2000+ Console, Siren DC Controllers, UV, UVRI, UVIC Controllers.

Warranty does not cover the cost of return or service call labor for issues outside of Goddard Enterprises control.



TO: Mayor and City Council  
FROM: Todd Gilcrease, Fire Chief  
DATE: October 16, 2023  
ITEM: 14  
DESCRIPTION: Consider approval of the purchase of one (1) Chevrolet Tahoe with upfit package from Holiday Chevrolet; through the Tarrant County annual contract for emergency vehicles and supplies (no. 2022-200 and 2023-016); in an amount not to exceed \$61,368.95; as provided for in the FY 2024 Budget.

---

#### **INTRODUCTION**

The purpose of this item is to serve as a Command/Chief's vehicle.

#### **BACKGROUND**

Through the Tarrant County Contract, a 2023 Chevrolet Tahoe was ordered through Holiday Chevrolet in Whitesboro, Texas. The price for the Tahoe is \$50,458.30 with \$10,910.65 in additions made to the vehicle. Bringing the total price to \$61,368.95.

#### **FINANCIAL IMPACT**

\$61,368.95 as budgeted in FY2024.

#### **ATTACHMENTS**

1. Invoice

# *HOLIDAY* AUTO GROUP

---

Seagoville  
PR448524

1009 HIGHWAY 82 WEST  
P.O. BOX 707  
WHITESBORO, TX 76273-0707

Please **sign** every place there is a **purple** highlight.

Please **return** all documents with a **pink** highlight in the bottom right hand corner of the sheet.

Thank you! ☺

WHITESBORO (903) 564-3551 • 800-320-6363 • FAX (903) 564-3473

[www.holidayautogroup.com](http://www.holidayautogroup.com)

# INVOICE

Holiday Chevrolet  
PO Box 707  
Whitesboro, TX 76273  
903.564.3551

Date - 9/28/2023  
Invoice No. 32434  
Deal No. 158428

Sold To -  
City of Seagoville  
702 N Hwy 175  
Seagoville, TX 75159

P.O. 36061  
Item  
2023 Chevrolet Tahoe VIN# 1GNSCLED4PR448526  
Additions Made to Estimate# 37133 on 09/15/2023

Invoice Total 

\$61,368.95
-------------

  
Invoice Total To Be Paid Before 

10/28/2023
------------

  
Total If Paid After Due Date 

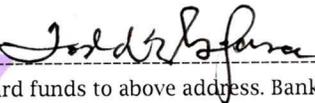
\$62,289.48
-------------

  
Additional Interest For each 30 Day Period

\$50,458.30  
\$10,910.65

Total Due \$61,368.95

Received By



Date

10/10/2023

Please forward funds to above address. Bank funds transfer information available upon request.



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: October 16, 2023

ITEM: 15

DESCRIPTION: Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and map of the City of Seagoville for approximately 9.45 + acres from the Apartment (A) to the Planned Development (PD) Zoning District, situated at 1803 Seagoville Road, 1815 Seagoville Road, 1908 Cain Street, and 620 No Name Street, Seagoville, Dallas County, Texas, located approximately near the intersection of Seagoville Road and Alto Road, and between Seagoville Road and Cain Street; providing for a concept plan.

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## **INTRODUCTION**

The applicant is requesting a rezone from the Apartment Zoning District to the Planned Development District.

## **BACKGROUND**

The subject properties are currently within the Apartment Zoning District. The applicant is requesting a Planned Development Zoning District, to seek a higher housing density and shorter parking stalls from the City standard requirement. The proposed PD consists of 240 multifamily dwelling units ranging in size from 572sf to 1,286sf. A breakdown of unit sizes and their percentages are listed below:

- Efficiency – 572 (6 units – 2.5%)
- One Bedroom – 708 (90 units – 37.5%)
- Two Bedroom – 913 (120 units – 50%)
- Three Bedroom – 1,088 (18 units – 7.5%)
- Four Bedroom – 1,286 (6 units – 2.5%)

The proposed apartment complex will include a 4,952sf club house with swimming pool, cabana, laundry facility, exercise room, and playground. The applicant is requesting parking spaces be a minimum of 9'x18' in size. The standard City parking space size is 9'x20'; the developer has provided a mix of 9'x18' and 9'x20' parking spaces to accommodate varying vehicle sizes.

## **FINANCIAL IMPACT**

N/A

## **RECOMMENDATION**

The Planning and Zoning Commission recommended approval of the request on September 26, 2023.



## **ATTACHMENTS**

1. Ordinance
2. Proposed development standards
3. Elevations
4. Surveys
5. Concept plan
6. Application
7. Aerial Image

**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 OF THE CITY OF SEAGOVILLE, TEXAS, AS HERETOFORE AMENDED, BY AMENDING THE ZONING FOR APPROXIMATELY 9.45 ACRES OF REAL PROPERTY COMPRISED OF TWO PARCELS, ONE BEING APPROXIMATELY 0.45 ACRES LOCATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, DALLAS COUNTY, TEXAS, CONVEYED BY DEED RECORDED IN VOLUME 2005053, PAGE 7613 OF THE DEED RECORDS OF DALLAS COUNTY TEXAS AND THE OTHER BEING APPROXIMATELY 9.00 ACRES LOCATED IN THE HARMIN HADER SURVEY, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF THAT TRACT OF LAND DESCRIBED IN DEED TO F. L. SEBASTIAN, JR. AS RECORDED IN INSTRUMENT NUMBER 2000600110110 AND ALL OF THOSE TRACTS OF LAND DESCRIBED IN DEEDS TO FERNEY L. SEBASTIAN, JR. AS RECORDED IN VOLUME 79212, PAGE 2831, VOLUME 79212, PAGE 2828, AND INSTRUMENT NUMBER 201100065097, ALL AS RECORDED IN THE OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS AND BEING COMMONLY KNOWN AS 1805 AND 1803 SEAGOVILLE ROAD, SEAGOVILLE, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO, FROM APARTMENT (A) TO PLANNED DEVELOPMENT FOR MULTI-FAMILY RESIDENTIAL USE (PD-MULTIFAMILY); PROVIDING PLANNED DEVELOPMENT REGULATIONS; PROVIDING AND APPROVING ELEVATION PLANS ATTACHED HERETO AS EXHIBIT “B”; PROVIDING AND APPROVING A CONCEPT PLAN ATTACHED HERETO AS EXHIBIT “C”; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Planning and Zoning Commission and the governing body of the City of Seagoville, Texas, in compliance with the laws of the State of Texas and pursuant to the Comprehensive Zoning Ordinance of the City of Seagoville, have given requisite notices by publication and otherwise, and after holding due hearings and affording 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, the said governing body is of the opinion that zoning change should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

**SECTION 1.** The City of Seagoville, Texas Zoning Ordinance and map, as heretofore amended, is hereby amended by amending the zoning for approximately 9.45 acres of real property described and depicted on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”) from Apartment (A) to Planned Development (PD) to allow multi-family residential use subject to the conditions and provisions set forth in this ordinance.

**SECTION 2.** The Property shall be developed, used, and maintained in accordance with the City of Seagoville ordinances and regulations, including the Zoning Ordinance and Construction Standards for Apartment (A) base zoning except as amended by the following Development Regulations:

- A. Development in accordance with approved updated site plan which includes a multifamily apartment development with 240 apartment dwelling units.
- B. Apartment Dwelling Units – minimum square feet of living area per unit type:
  - 1. Efficiency – 572 (6 units – 2.5%)
  - 2. One Bedroom – 708 (90 units – 37.5%)
  - 3. Two Bedroom – 913 (120 units – 50%)
  - 4. Three Bedroom – 1,088 (18 units – 7.5%)
  - 5. Four Bedroom – 1,286 (6 units – 2.5%)
- C. Accessory Uses – Multi-use Clubhouse Building (for tenant use only).
- D. Clubhouse Building – Limited Hours Laundry Facility.
- E. Clubhouse Building – Limited Hours swimming pool 6 feet and under.
- F. Clubhouse Building – Limited Hours Exercise room.
- G. Clubhouse Building will have limited hours of availability to tenants for Office and Business Center.
- H. Number of Parking Lot spaces to comply with City of Seagoville requirements.
- I. Structure height shall not exceed forty-five (45’) feet.
- J. Parking shall be provided at a ratio of 1.5 spaces per multi-family dwelling unit.
- K. Parking spaces shall have minimum dimensions of 9’ X 18’.
- L. Permitted Uses for the Property: Apartment buildings, Accessory Uses: clubhouse with amenities, Stormwater facilities, Drainage facilities. Any use not listed here is prohibited.

**SECTION 3.** The Property must be developed, used, and maintained in accordance with the colored elevation plans attached hereto and incorporated herein by this reference as Exhibit “B,” which is hereby approved. Permitted exterior materials to be used in the construction are:

- 1. Stone veneer
- 2. Fiber cement panels with stucco finish
- 3. Fiber cement board and batten siding
- 4. 7 ¼’ fiber cement lap siding.

**SECTION 4.** The Property must be developed, used, and maintained in accordance with the concept plan attached hereto and incorporated herein by this reference as Exhibit “C”, which is hereby approved.

**SECTION 5.** That 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 6.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same 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 7.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

**SECTION 8.** That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**SECTION 9.** 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 AND APPROVED** by the City Council of the City of Seagoville, Texas, on the \_\_\_ day of October 2023.

**APPROVED:**

\_\_\_\_\_  
LACKEY STEPPER SEBASTIAN, MAYOR

**ATTEST:**

\_\_\_\_\_  
SARA EGAN, CITY SECRETARY

**APPROVED AS TO FORM:**

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VICTORIA W. THOMAS, CITY ATTORNEY  
4875-4590-0422, v. 1

**EXHIBIT A**  
**[SURVEY AND LEGAL DESCRIPTIONS]**

**EXHIBIT B**  
**[Elevations Plans]**

**EXHIBIT C**  
**[Concept Plan]**

4875-4590-0422, v. 1

**SECTION 1.** That the Comprehensive Zoning Ordinance and Map of the City of Seagoville, Texas, duly passed by the governing body of the City of Seagoville, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning from Apartment to Planned Development with use for Multi-Family Residential on approximately 9.45+ acres being legally described and depicted in Exhibit "A", attached hereto and incorporated herein.

**SECTION 2.** Under § 25.02.533 *Planned development requirements* a Planned Development for Multifamily shall have a minimum size of one (1) acre. This site meets the minimum size requirement under the code.

**SECTION 3.** The property shall be developed and used in accordance with the City of Seagoville Zoning Ordinance and Construction Standards for Apartment (A) base Zoning, except as amended herein, and the following development regulations:

Permitted Uses:

- Apartment Buildings
- Accessory Uses: Clubhouse with amenities
- Stormwater facilities
- Drainage facilities

Any use not listed above as a Permitted Use is prohibited.

**SECTION 4.** The property shall be developed in accordance with the City of Seagoville Zoning Ordinance and Construction Standards, except as amended herein, and the following development regulations:

- A. Development in accordance with approved updated site plan which includes a Multifamily Apartment Development with 240 units.
- B. Apartment Dwelling Units – minimum square feet of living area per unit type:
  - 1. Efficiency – 572 (6 units – 2.5%)
  - 2. One Bedroom – 708 (90 units – 37.5%)
  - 3. Two Bedroom – 913 (120 units – 50%)
  - 4. Three Bedroom – 1,088 (18 units – 7.5%)
  - 5. Four Bedroom – 1,286 (6 units – 2.5%)
- C. Accessory Uses – Multi-Use Clubhouse Building (for tenant use only)
- D. Clubhouse Building – Limited Hours Laundry Facility
- E. Clubhouse Building – Limited Hours swimming pool 6 feet and under
- F. Clubhouse Building – Limited Hours Exercise room
- G. Clubhouse Building will have limited hours of availability to tenants for Office and Business Center
- H. Number of Parking Lot spaces to comply with City of Seagoville
- I. Structure height shall not exceed forty-five (45') feet
- J. Parking shall be provided at a ratio of 1.5 spaces per multifamily unit
- K. Parking spaces shall have minimum dimensions of 9' X 18'

**SECTION 5.** The property must be developed in accordance with the colored elevations provided to the City and attached as Exhibit "B" herein. Listed below are permitted exterior materials to be used in the construction:

- 1. stone veneer
- 2. fiber cement panels w/ stucco finish
- 3. fiber cement board & batten siding
- 4. 7 ¼" fiber cement lap siding

These standards are incorporated herein for design and construction purposes, which are hereby approved.



12/30/22  
1:00 AM CET  
dotloop verified

# Exhibit A

## 1815 Seagoville Road

Being a tract of land situated in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas, same being that tract of land conveyed to Johnelle Sebastian, by deed recorded in Volume 2005053, Page 7613, Deed Records of Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for corner, said corner being the East corner of that tract of land conveyed to Bobby Gene Works and wife, Teresa A. Works, by deed recorded in Volume 78016, Page 2435, Deed Records of Dallas County, Texas, and lying along the West line of Seagoville Road (variable width right-of-way);

THENCE South 11 degrees 55 minutes 35 seconds East, along said West line of Seagoville Road, a distance of 98.60 feet to a 1 inch iron pipe found for corner, said corner being the North corner of that tract of land conveyed to F.L. Sebastian, by deed recorded in Instrument No. 201100065097, Official Public Records of Dallas County, Texas;

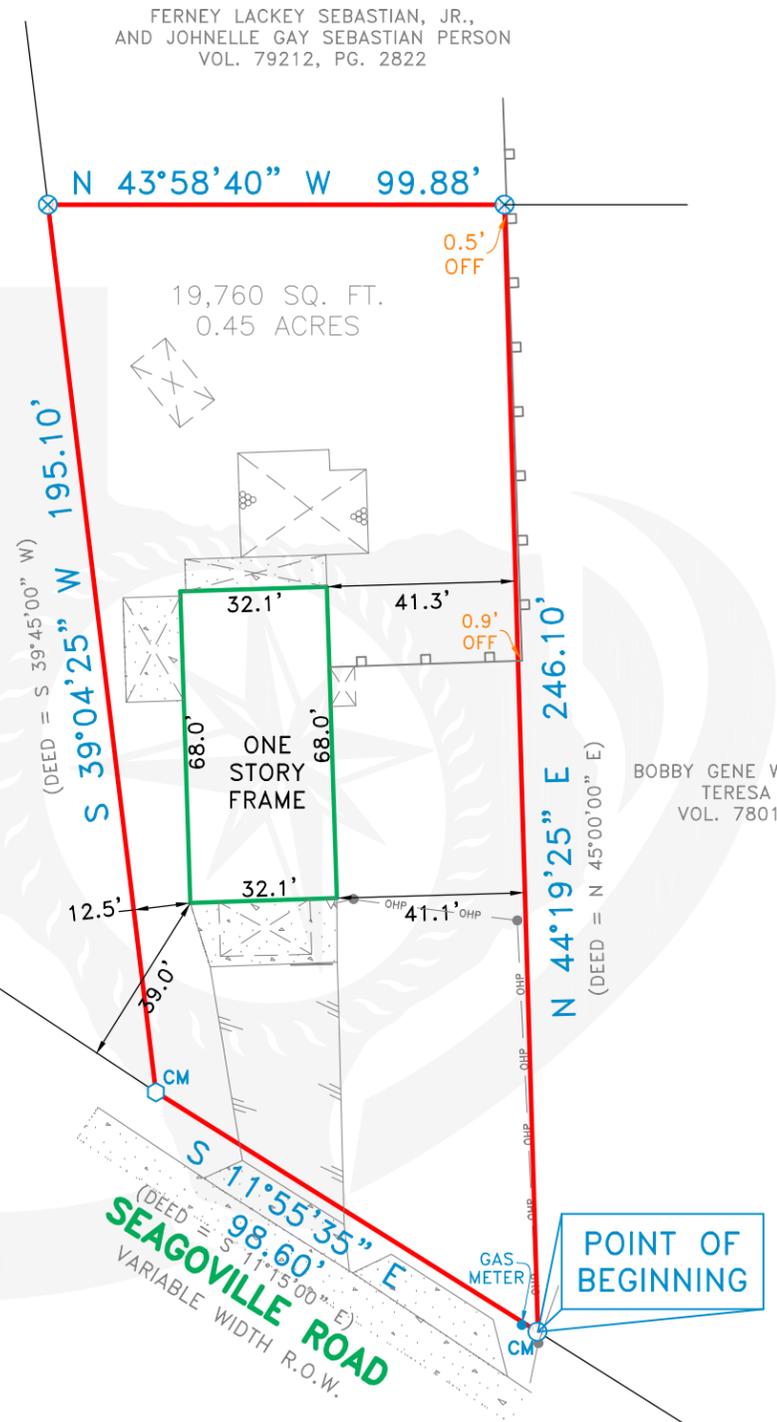
THENCE South 39 degrees 04 minutes 25 seconds West, along the Northwest line of said Sebastian tract, a distance of 195.10 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG Surveying" for corner, said corner being the East corner of that tract of land conveyed to Ferney Lackey Sebastian, Jr., and Johnelle Gay Sebastian Person, by deed recorded in Volume 79212, Page 2822, Deed Records of Dallas County, Texas;

THENCE North 43 degrees 58 minutes 40 seconds West, along the Northeast line of said Sebastian tract, a distance of 99.88 feet to a 1/2 inch iron rod set with yellow plastic cap stamped "CBG Surveying" for corner, said corner being the South corner of said Works tract;

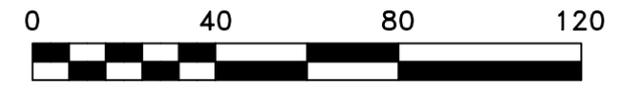
THENCE North 44 degrees 19 minutes 25 seconds East, along the Southeast line of said Works tract, a distance of 246.10 feet to the POINT OF BEGINNING and containing 19,760 square feet or 0.45 acres of land.



F.L. SEBASTIAN  
INST. NO.  
201100065097



BOBBY GENE WORKS AND WIFE,  
TERESA A. WORKS  
VOL. 78016, PG. 2435



### LEGEND

- 1/2" ROD FOUND
- ⊗ 1/2" ROD SET
- 1" PIPE FOUND
- ⊗ "X" FOUND/SET
- ⊕ POINT FOR CORNER
- ⊗ 5/8" ROD FOUND
- T TRANSFORMER PAD
- COLUMN
- ▲ UNDERGROUND ELECTRIC
- OHP— OVERHEAD ELECTRIC POWER
- OES— OVERHEAD ELECTRIC SERVICE
- CHAIN LINK
- WOOD FENCE 0.5' WIDE TYPICAL
- DOUBLE SIDED WOOD FENCE
- FENCE POST FOR CORNER
- CM CONTROLLING MONUMENT
- AC AIR CONDITIONER
- PE POOL EQUIPMENT
- POWER POLE
- △ OVERHEAD ELECTRIC
- I— IRON FENCE
- X — BARBED WIRE
- / — EDGE OF ASPHALT
- / — EDGE OF GRAVEL
- / — STONE
- / — CONCRETE
- / — COVERED AREA
- / — BRICK

EXCEPTIONS:  
NOTE: PROPERTY SUBJECT TO TERMS, CONDITIONS, AND EASEMENTS CONTAINED IN INSTRUMENTS RECORDED IN VOL. 2934, PG. 578, VOL. 2164, PG. 457, VOL. 2248, PG. 409, VOL. 5078, PG. 346

NOTES:  
BEARINGS SHOWN ARE BASED ON NAD 83 TEXAS NORTH CENTRAL ZONE.  
  
FLOOD NOTE: According to the F.I.R.M. No. 48113C0545K, this property does lie in Zone X and DOES NOT lie within the 100 year flood zone.

This survey is made in conjunction with the information provided by Independence Title Company. Use of this survey by any other parties and/or for other purposes shall be at user's own risk and any loss resulting from other use shall not be the responsibility of the undersigned. This is to certify that I have on this date made a careful and accurate survey on the ground of the subject property. The plat hereon is a correct and accurate representation of the property lines and dimensions as indicated; location and type of buildings are as shown; and EXCEPT AS SHOWN, there are no visible and apparent encroachments or protrusions on the ground.

Accepted by: \_\_\_\_\_  
Date: \_\_\_\_\_ Purchaser

Drawn By: MARIA  
Scale: 1" = 40'  
Date: 07/12/2021  
GF NO.: 2133161-MEDA  
Job No. 2114446

419 Century Plaza Dr., Ste. 210  
Houston, TX 77073  
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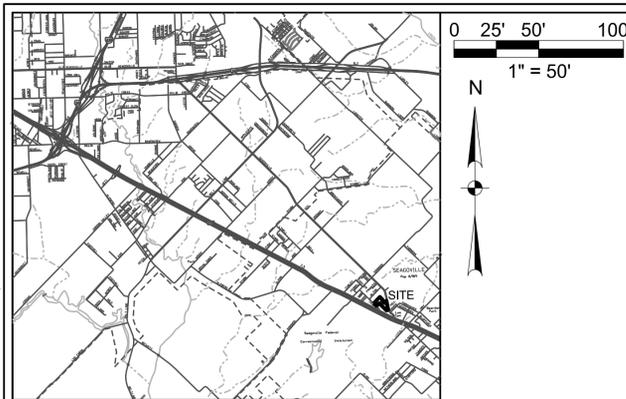
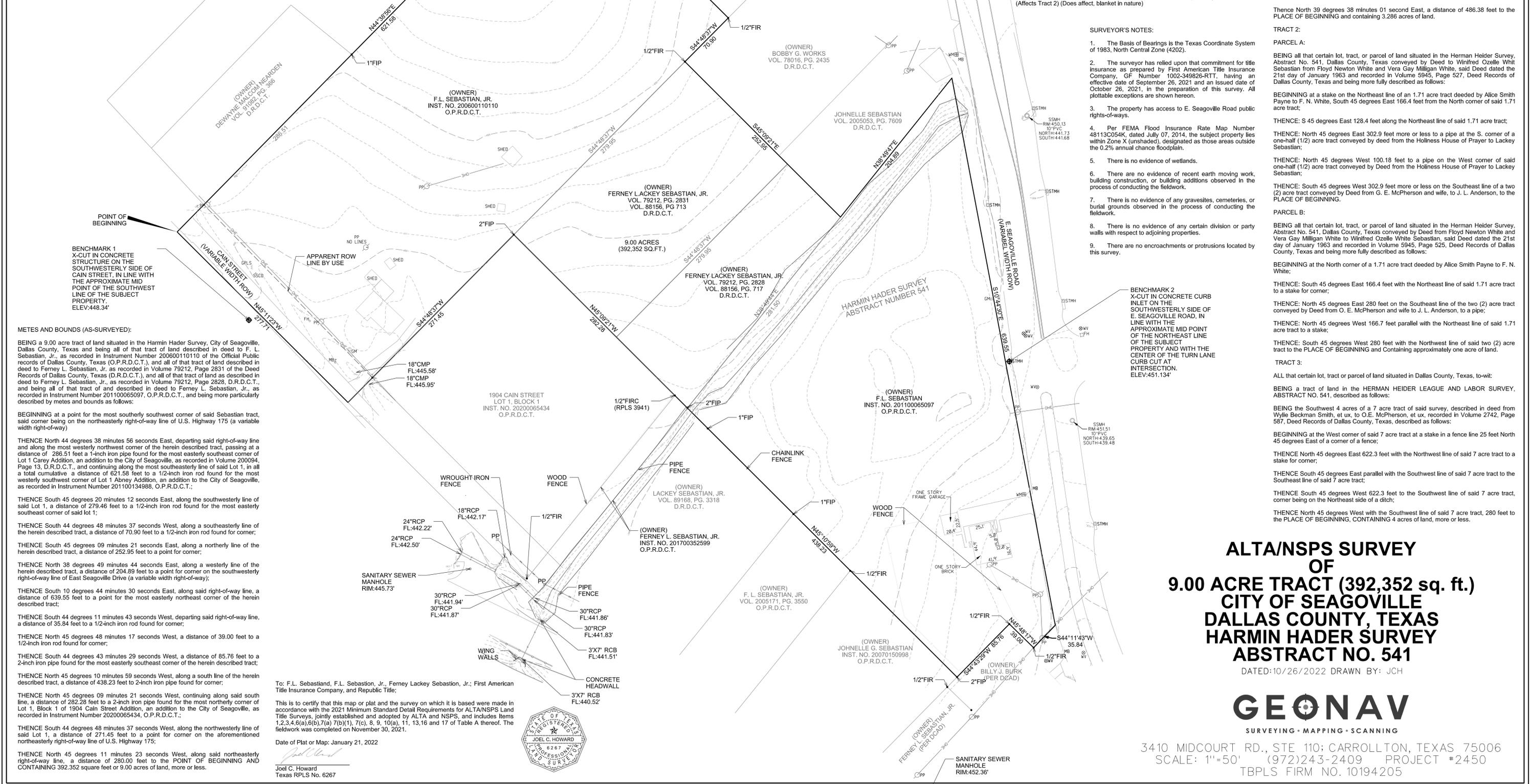


Exhibit A

VICINITY MAP (NOT TO SCALE)



**METES AND BOUNDS (AS-SURVEYED):**

BEING a 9.00 acre tract of land situated in the Harmin Hader Survey, City of Seagoville, Dallas County, Texas and being all of that tract of land described in deed to F. L. Sebastian, Jr., as recorded in Instrument Number 200600110110 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.), and all of that tract of land described in deed to Ferney L. Sebastian, Jr. as recorded in Volume 79212, Page 2831 of the Deed Records of Dallas County, Texas (D.R.D.C.T.), and all of that tract of land as described in deed to Ferney L. Sebastian, Jr., as recorded in Volume 79212, Page 2828, D.R.D.C.T., and being all of that tract of and described in deed to Ferney L. Sebastian, Jr., as recorded in Instrument Number 201100065097, O.P.R.D.C.T., and being more particularly described by metes and bounds as follows:

**BEGINNING** at a point for the most southerly southwest corner of said Sebastian tract, said corner being on the northeasterly right-of-way line of U.S. Highway 175 (a variable width right-of-way)

THENCE North 44 degrees 38 minutes 56 seconds East, departing said right-of-way line and along the most westerly northwest corner of the herein described tract, passing at a distance of 286.51 feet to a 1/4-inch iron pipe found for the most easterly southeast corner of Lot 1 Carey Addition, an addition to the City of Seagoville, as recorded in Volume 200094, Page 13, D.R.D.C.T., and continuing along the most southeasterly line of said Lot 1, in all a total cumulative a distance of 621.58 feet to a 1/2-inch iron rod found for the most westerly southwest corner of Lot 1 Abney Addition, an addition to the City of Seagoville, as recorded in Instrument Number 201100134988, O.P.R.D.C.T.;

THENCE South 45 degrees 20 minutes 12 seconds East, along the southwesterly line of said Lot 1, a distance of 279.46 feet to a 1/2-inch iron rod found for the most easterly southeast corner of said Lot 1;

THENCE South 44 degrees 48 minutes 37 seconds West, along a southeasterly line of the herein described tract, a distance of 70.90 feet to a 1/2-inch iron rod found for corner;

THENCE South 45 degrees 09 minutes 21 seconds East, along a northerly line of the herein described tract, a distance of 252.95 feet to a point for corner;

THENCE North 38 degrees 49 minutes 44 seconds East, along a westerly line of the herein described tract, a distance of 204.89 feet to a point for corner on the southwesterly right-of-way line of East Seagoville Drive (a variable width right-of-way);

THENCE South 10 degrees 44 minutes 30 seconds East, along said right-of-way line, a distance of 639.55 feet to a point for the most easterly northeast corner of the herein described tract;

THENCE South 44 degrees 11 minutes 43 seconds West, departing said right-of-way line, a distance of 35.84 feet to a 1/2-inch iron rod found for corner;

THENCE North 45 degrees 48 minutes 17 seconds West, a distance of 39.00 feet to a 1/2-inch iron rod found for corner;

THENCE South 44 degrees 43 minutes 29 seconds West, a distance of 85.76 feet to a 2-inch iron pipe found for the most easterly southeast corner of the herein described tract;

THENCE North 45 degrees 10 minutes 59 seconds West, along a south line of the herein described tract, a distance of 438.23 feet to 2-inch iron pipe found for corner;

THENCE North 45 degrees 09 minutes 21 seconds West, continuing along said south line, a distance of 282.28 feet to a 2-inch iron pipe found for the most northerly corner of Lot 1, Block 1 of 1904 Cain Street Addition, an addition to the City of Seagoville, as recorded in Instrument Number 2020065434, O.P.R.D.C.T.;

THENCE South 44 degrees 48 minutes 37 seconds West, along the northwesterly line of said Lot 1, a distance of 271.45 feet to a point for corner on the aforementioned northeasterly right-of-way line of U.S. Highway 175;

THENCE North 45 degrees 11 minutes 23 seconds West, along said northeasterly right-of-way line, a distance of 280.00 feet to the POINT OF BEGINNING AND CONTAINING 392,352 square feet or 9.00 acres of land, more or less.

To: F.L. Sebastian, F.L. Sebastian, Jr., Ferney Lackey Sebastian, Jr.; First American Title Insurance Company, and Republic Title;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1.2, 3.4, 5(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 10(a), 11, 13, 16 and 17 of Table A thereof. The fieldwork was completed on November 30, 2021.

Date of Plat or Map: January 21, 2022

Joel C. Howard  
Texas RPLS No. 6267



- LEGEND:
- D.R.D.C.T. DEED RECORDS OF DALLAS COUNTY, TEXAS
  - O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS OF DALLAS COUNTY, TEXAS
  - SQ. FT. SQUARE FEET
  - SIR SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "GEONAV"
  - FIR 1/2" IRON ROD FOUND IRON ROD
  - INST. INSTRUMENT NUMBER
  - VOL. VOLUME
  - PG. PAGE
  - ROW RIGHT OF WAY
  - C.M. CONTROLLING MONUMENT
  - CI CURB INLET
  - WM WATER METER
  - FH FIRE HYDRANT
  - GM GAS METER
  - STMH STORM SEWER MANHOLE
  - SSMH SANITARY SEWER MANHOLE
  - PP POWER POLE
  - MB MAILBOX

- Schedule B Notes:
- (10e). Mineral estate and interest in coal, lignite oil, gas and other minerals together with all rights, privileges and immunities thereto described in instrument filed 03/08/1938, recorded in Volume 2059, Page 226, Real Property Records, Dallas County, Texas. Company makes no representation as to the present ownership of any such interests. (Affects All Tracts) (Does affect, blanket in nature)
  - (10f). Easement and Right-of-Way as awarded in Condemnation proceeding in Cause No. CC-85-2182-b, styled County of Dallas versus Wylie Beckman Smith and wife, Lavilla Smith, et al, in the County Court at Law Number Two, Dallas County, Texas, as evidenced by Agreed Judgment dated 10/17/1989, filed 01/31/1990, recorded in Volume 90021, Page 1071 of the Real Property Records of Dallas County, Texas. Also set out in Award of Commissioners filed 01/31/1990, recorded in Volume 90021, Page 1082, Real Property Records, Dallas County, Texas. (Affects Tract 1) (Does affect as to allowed access, parcels described now fall within the existing right-of-way)
  - (10g). Mineral lease together with all rights, privileges and immunities incident thereto, to Rex Putnam and A.W. Macon from Alice Smith Payne et al described in instrument filed 11/17/1937, recorded in Volume 2043, Page 71, Real Property Records, Dallas County, Texas. Company makes no representation as to the present ownership of any such interests. (Affects Tract 2) (Does affect, blanket in nature)
  - (10h). Mineral lease together with all rights, privileges and immunities incident thereto, to A.E. Freel from Joseph Lee Smith and Wylie B. Smith described in instrument filed 02/03/1938, recorded in Volume 2056, Page 145, Real Property Records, Dallas County, Texas. Company makes no representation as to the present ownership of any such interests. (Affects Tract 2) (Does affect, blanket in nature)
  - (10i). Mineral lease together with all rights, privileges and immunities incident thereto, to J. Morgan Russell from Alice Smith Payne described in instrument filed 01/04/1942, recorded in Volume 2391, Page 6, Real Property Records, Dallas County, Texas. Company makes no representation as to the present ownership of any such interests. (Affects Tract 2) (Does affect, blanket in nature)

- RECORD DESCRIPTIONS:
- TRACT 1:
- Being all that certain lot, tract or parcel of land located in the HERMAN HEIDER SURVEY, ABSTRACT NO. 541, Dallas County, Texas, and being all of a 0.28 of an acre tract of land conveyed to Joseph Lee Smith, by deed recorded in Volume 5276, Page 559, Deed Records, Dallas County, Texas and being all of a tract of land conveyed to Wylie B. Smith by deed recorded in Volume 73070, Page 2323, Deed Records, Dallas County, Texas and being part of a 2 acre tract of land conveyed to Wylie B. Smith, by deed recorded in Volume 4270, Page 551, Deed Records, Dallas County, Texas and being more particularly described as follows:
- Beginning at a 1/2 inch diameter iron rod set for corner in the West line of Seagoville Road, said point being at the North corner of the above mentioned Wylie B. Smith tract, recorded in Volume 73070, Page 2323, Deed Records, Dallas County, Texas;
- Thence South 09 degrees 56 minutes 13 seconds East, along said West line, a distance of 639.55 feet to a 1/2 inch diameter iron rod set for corner;
- Thence South 45 degrees 00 minutes 00 seconds West, a distance of 35.84 feet to a 1/2 inch diameter iron rod set for corner;
- Thence North 45 degrees 00 minutes 00 seconds West, a distance of 39.00 feet to a 1/2 inch diameter iron rod set for corner;
- Thence South 45 degrees 00 minutes 00 seconds West, a distance of 81.00 feet to a 1/2 inch diameter iron rod set at the East corner of a tract of land conveyed to Winifred Ozelle Sebastian, by deed recorded in Volume 547, Page 591, Deed Records, Dallas County, Texas;
- Thence North 45 degrees 00 minutes 00 seconds West, along the Northeast line of said Sebastian tract, a distance of 439.00 feet to a 1/2 inch diameter iron rod set for corner;
- Thence North 39 degrees 38 minutes 01 second East, a distance of 486.38 feet to the PLACE OF BEGINNING and containing 3.286 acres of land.
- TRACT 2:
- PARCEL A:
- BEING all that certain lot, tract, or parcel of land situated in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas, conveyed by Deed to Winifred Ozelle White Sebastian from Floyd Newton White and Vera Gay Milligan White, said Deed dated the 21st day of January 1963 and recorded in Volume 5945, Page 527, Deed Records of Dallas County, Texas and being more fully described as follows:
- BEGINNING at a stake on the Northeast line of an 1.71 acre tract deeded by Alice Smith Payne to F. N. White, South 45 degrees East 166.4 feet from the North corner of said 1.71 acre tract;
- THENCE: S 45 degrees East 128.4 feet along the Northeast line of said 1.71 acre tract;
- THENCE: North 45 degrees East 302.9 feet more or less to a pipe at the S. corner of a one-half (1/2) acre tract conveyed by deed from the Holiness House of Prayer to Lackey Sebastian;
- THENCE: North 45 degrees West 100.18 feet to a pipe on the West corner of said one-half (1/2) acre tract conveyed by Deed from the Holiness House of Prayer to Lackey Sebastian;
- THENCE: South 45 degrees West 302.9 feet more or less on the Southeast line of a two (2) acre tract conveyed by Deed from G. E. McPherson and wife, to J. L. Anderson, to the PLACE OF BEGINNING.
- PARCEL B:
- BEING all that certain lot, tract, or parcel of land situated in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas, conveyed by Deed from Floyd Newton White and Vera Gay Milligan White to Winifred Ozelle White Sebastian, said Deed dated the 21st day of January 1963 and recorded in Volume 5945, Page 525, Deed Records of Dallas County, Texas and being more fully described as follows:
- BEGINNING at the North corner of a 1.71 acre tract deeded by Alice Smith Payne to F. N. White;
- THENCE: South 45 degrees East 166.4 feet with the Northeast line of said 1.71 acre tract to a stake for corner;
- THENCE: North 45 degrees East 280 feet on the Southeast line of the two (2) acre tract conveyed by Deed from O. E. McPherson and wife to J. L. Anderson, to a pipe;
- THENCE: North 45 degrees West 166.7 feet parallel with the Northeast line of said 1.71 acre tract to a stake;
- THENCE: South 45 degrees West 280 feet with the Northwest line of said two (2) acre tract to the PLACE OF BEGINNING and Containing approximately one acre of land.
- TRACT 3:
- ALL that certain lot, tract or parcel of land situated in Dallas County, Texas, to-wit:
- BEING a tract of land in the HERMAN HEIDER LEAGUE AND LABOR SURVEY, ABSTRACT NO. 541, described as follows:
- BEING the Southwest 4 acres of a 7 acre tract of said survey, described in deed from Wylie Beckman Smith, et ux, to O.E. McPherson, et ux, recorded in Volume 2742, Page 587, Deed Records of Dallas County, Texas, described as follows:
- BEGINNING at the West corner of said 7 acre tract at a stake in a fence line 25 feet North 45 degrees East of a corner of a fence;
- THENCE North 45 degrees East 622.3 feet with the Northwest line of said 7 acre tract to a stake for corner;
- THENCE South 45 degrees East parallel with the Southwest line of said 7 acre tract to the Southeast line of said 7 acre tract;
- THENCE South 45 degrees West 622.3 feet to the Southwest line of said 7 acre tract, corner being on the Northeast side of a ditch;
- THENCE North 45 degrees West with the Southwest line of said 7 acre tract, 280 feet to the PLACE OF BEGINNING, CONTAINING 4 acres of land, more or less.

- SURVEYOR'S NOTES:
1. The Basis of Bearings is the Texas Coordinate System of 1983, North Central Zone (4202).
  2. The surveyor has relied upon that commitment for title insurance as prepared by First American Title Insurance Company, GF Number 1002-349826-RTT, having an effective date of September 26, 2021 and an issued date of October 26, 2021, in the preparation of this survey. All plottable exceptions are shown hereon.
  3. The property has access to E. Seagoville Road public rights-of-ways.
  4. Per FEMA Flood Insurance Rate Map Number 48113C054K, dated July 07, 2014, the subject property lies within Zone X (unshaded), designated as those areas outside the 0.2% annual chance floodplain.
  5. There is no evidence of wetlands.
  6. There are no evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
  7. There is no evidence of any gravesites, cemeteries, or burial grounds observed in the process of conducting the fieldwork.
  8. There is no evidence of any certain division or party walls with respect to adjoining properties.
  9. There are no encroachments or protrusions located by this survey.

**ALTA/NSPS SURVEY OF 9.00 ACRE TRACT (392,352 sq. ft.) CITY OF SEAGOVILLE DALLAS COUNTY, TEXAS HARMIN HADER SURVEY ABSTRACT NO. 541**

DATED: 10/26/2022 DRAWN BY: JCH



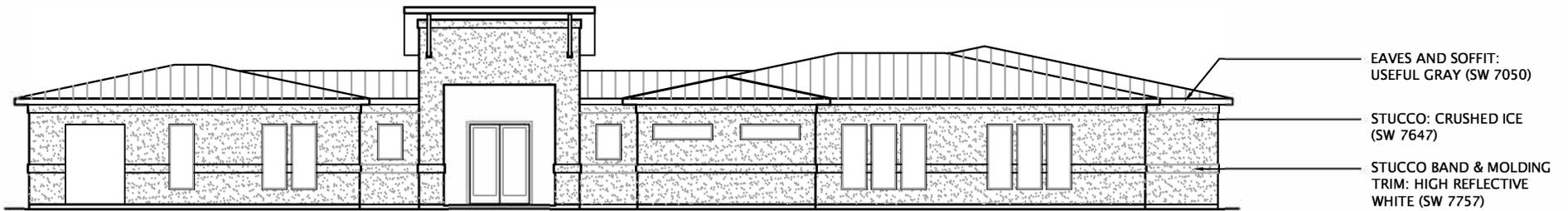
3410 MIDCOURT RD., STE 110; CARROLLTON, TEXAS 75006  
SCALE: 1"=50' (972)243-2409 PROJECT #2450  
TBPLS FIRM NO. 10194205

# Exhibit B



## RESIDENTIAL BLDG.

SCALE: 1/16" = 1'-0"



DOORS, EXCLUDING FRONT ENTRY: USEFUL GRAY (SW 7050)

## CLUBHOUSE

SCALE: 1/16" = 1'-0"

# Exhibit B



# Exhibit B



Exhibit B



# Exhibit B



## Exhibit B



Exhibit "C" Site Plan

**SITE INFORMATION**

OWNER/DEVELOPER: SEAGOVILLE RESERVES LLC, PO BOX 111297, CARROLLTON, TX 75011

SITE ADDRESS: 1803 EAST SEAGOVILLE ROAD, SEAGOVILLE, TEXAS 75159

PROPOSED USE: DWELLING - MULTIPLE FAMILY

SETBACKS: FRONT - 2' SIDE - 10' REAR - 15'

LEGAL DESCRIPTION: BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LOCATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, DALLAS COUNTY, TEXAS, AND BEING ALL OF A 0.28 OF AN ACRE TRACT OF LAND CONVEYED TO JOSEPH LEE SMITH, BY DEED RECORDED IN VOLUME 5276, PAGE 559, DEED RECORDS, DALLAS COUNTY, TEXAS AND BEING ALL OF A TRACT OF LAND CONVEYED TO WYLE B. SMITH, BY DEED RECORDED IN VOLUME 73070, PAGE 2323, DEED RECORDS, DALLAS COUNTY, TEXAS AND BEING PART OF A 2 ACRE TRACT OF LAND CONVEYED TO WYLE B. SMITH, BY DEED RECORDED IN VOLUME 4270, PAGE 551, DEED RECORDS, DALLAS COUNTY, TEXAS.

PARCEL B: BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, DALLAS COUNTY, TEXAS, CONVEYED BY DEED FROM FLOYD NEWTON WHITE AND VERA GAY MILLIGAN WHITE TO WMFRD OTZELLE WHITE SEBASTIAN SAID DEED DATED THE 21ST DAY OF JANUARY 1983 AND RECORDED IN VOLUME 5945, PAGE 525, DEED RECORDS OF DALLAS COUNTY, TEXAS.

TRACT 3: ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN DALLAS COUNTY, TEXAS, TO-WIT: BEING A TRACT OF LAND IN THE HERMAN HEIDER LEAGUE AND LABOR SURVEY, ABSTRACT NO. 541, DESCRIBED AS FOLLOWS: BEING THE SOUTHWEST 4 ACRES OF A 7 ACRE TRACT OF SAID SURVEY, DESCRIBED IN DEED FROM WYLE BECKMAN SMITH, ET UX, TO O.E. MCPHERSON, ET UX, RECORDED IN VOLUME 2742, PAGE 587, DEED RECORDS OF DALLAS COUNTY, TEXAS.

TRACT 2: BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, DALLAS COUNTY, TEXAS, CONVEYED BY DEED TO WMFRD OTZELLE WHITE SEBASTIAN FROM FLOYD NEWTON WHITE AND VERA GAY MILLIGAN WHITE, SAID DEED DATED THE 21ST DAY OF JANUARY 1983 AND RECORDED IN VOLUME 5945, PAGE 527, DEED RECORDS OF DALLAS COUNTY, TEXAS.

**Concept Plan - Official Site Plan must be approved by the P&Z Commission**

**LOT COVERAGE NOTE**

PER THE CITY OF SEAGOVILLE ORDINANCE 25.02.253(G):

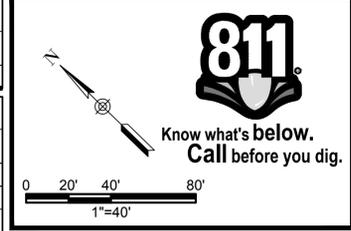
TOTAL LOT SIZE*	412,800.5 SQFT
TOTAL BUILDING AND ACCESSORY BUILDING FOOTPRINT*	75,935 SQFT
TOTAL PERCENTAGE OF LOT COVERAGE*	18%

**PARKING REQUIREMENT CHART**

DWELLING UNITS	PARKING CALCULATION	PARKING REQUIRED	PARKING PROVIDED
240	1.5 SPACES PER UNIT	360	367

**DWELLING UNIT MIX SUMMARY**

UNIT TYPE	NUMBER OF BEDROOMS	NUMBER OF BATHROOMS	NUMBER OF UNITS	UNIT AREA	TOTAL AREA
A1	1	1	49	710	34,790
A1-HC	1	1	5	708	3,540
A2	1	1	36	710	25,560
B1	2	2	75	913	68,475
B1-ALT	2	2	6	920	5,520
B1-HC	2	2	3	919	2,757
B2	2	2	27	913	24,651
B2-ALT	2	2	3	919	2,757
C	3	2	17	1,088	18,496
C-HC	3	2	1	1,088	1,088
D	4	2.5	5	1,286	6,430
D-HC	4	2.5	1	1,289	1,289
E	0	1	6	558	3,348
<b>TOTAL NUMBER OF DWELLING UNITS</b>				<b>240</b>	<b>204,221</b>



THE RESERVES  
1803 EAST SEAGOVILLE ROAD  
SEAGOVILLE, TEXAS 75159

PD EXHIBIT  
ISSUED FOR PERMIT

**LEGEND**

ALL UTILITIES ARE EXISTING UNLESS NOTED OTHERWISE	INDICATES PROPOSED	INDICATES TYPE OF LINE	INDICATES SIZE OF LINE
FD	FC	FIRE DEPARTMENT CONNECTION	
WM	WM	WATER METER	
WV	WV	WATER VALVE	
HD	HD	FIRE HYDRANT	
GM	GM	GAS METER	
SC	SC	SEWER CLEANOUT	
SM	SM	SEWER MANHOLE	
PP	PP	POWER POLE	
LP	LP	LIGHT POLE	
GW	GW	GUY WIRE	
ETP	ETP	ELECTRIC TRANSFORMER PAD	
JB	JB	JUNCTION BOX	
CI	CI	CURB INLET	
SP	SP	NUMBER OF PARKING SPACES PER ROW	
SG	SG	STORM GRATE INLET	
PL	PL	PROPERTY LINE	
RL	RL	RIGHT-OF-WAY LINE	
W	W	WATER LINE	
S	S	SANITARY SEWER	
CG	CG	CURB AND GUTTER	
SS	SS	STORM SEWER	
OHE	OHE	OVERHEAD ELECTRIC LINE	
GAS	GAS	GAS LINE	
UG	UG	UNDERGROUND ELECTRIC LINE	
UOTC	UOTC	UNDERGROUND TELEPHONE/CABLE LINE	
DM	DM	DECORATIVE METAL FENCE	
6S	6S	6" SCREENING FENCE	
CL	CL	CHAIN LINK FENCE	
EL	EL	EASEMENT LINE	
SL	SL	SETBACK LINE	
FL	FL	FIRE LANE	
AP	AP	ACCESSIBLE PARKING SIGN	

**CARNEY ENGINEERING, PLLC.**

5485 LEGACY DRIVE, SUITE 650  
Plano, Texas 75024  
PH (469) 443-0861  
FAX (469) 443-0863

**T. CRAIG CARNEY**  
REGISTERED PROFESSIONAL ENGINEER  
No. 55714  
09/20/2023  
TYPE FIRM REGISTRATION NO. F-6053

DATE: 06/22/2023  
SCALE: AS SHOWN  
PROJECT NO.: 2068-209

SHEET  
**C4.0**



# 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: The Reserves

Physical Location of Property: 1803 East Seagoville Road, Segoville, TX 75159

[General Location -- approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description): Being 9.45 acres of land in the Herman Heider Abstract and described as tracts 10, 18, 19, 23, and 26

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: 9.45 Existing Zoning: R-5 and D Requested Zoning: Planned Development

[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: Seagoville Reserves, LLC

Applicant  Owner? (circle one)

Contact Person: Andrew Winkelmann

Title: Representative

Company Name: DFW Advisors, Ltd. Co.

Street/Mailing Address: \_\_\_\_\_ 150 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email Address: \_\_\_\_\_

Engineer / Representative's Name: Carney Engineering, PLLC

Contact Person: Craig Carney

Title: Owner

Company Name: Carney Engineering, PLLC

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: Andrew Winkelmann Title: Representative Date: 7/21/2023

SUBSCRIBED AND SWORN TO before me, this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

[Month] [Year]

Notary Public in and for the State of Texas: \_\_\_\_\_

[seal]

My Commission Expires On: \_\_\_\_\_

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





September 8, 2023

COMMUNITY DEVELOPMENT  
702 NORTH HIGHWAY 175  
SEAGOVILLE, TX 75159  
PHONE: (972) 287-2050

**NOTICE OF ZONING PUBLIC HEARING  
SEAGOVILLE PLANNING AND ZONING COMMISSION  
ZONING CASE 2023-037PD**

The Seagoville Planning and Zoning Commission will hold a public hearing on Tuesday, September 26, 2023, at 6:30 p.m. in the Council Chambers in City Hall at 702 North U.S. Highway 175 Seagoville, TX 75159 to consider a Planned Development Zoning District to be situated at 1803 Seagoville Road, 1815 Seagoville Road, 1908 Cain Street, and 620 No Name Street, Dallas County Appraisal District Property ID: 65054147510230000, 65054147510180000, 65054147510100000, 65054147510060000, located approximately near the intersection of Seagoville Road and Alto Road.

Individuals may appear at the public hearing to state their opinions or may send a written notice prior to 4:30 PM on the day of the public hearing to Administrative Assistant Casey Fillmore at 702 North U.S. Highway 175; Seagoville, TX 75159. This letter is the first opportunity to voice your opinion about this project for the record. There will also be a public hearing held in front of City Council, on Monday, October 16, 2023, at 7:00 p.m. in the City Council Chambers in City Hall 702 North Highway 175 Seagoville, TX 75159

*Indicate your opinion in this matter by checking the appropriate box below. Provide any additional comments that you might have. Please sign and provide your name and address below.*

I am in favor of  against  Zoning Request 2023-037PD as it is described above.

Additional Comments (attach additional sheets as necessary):

*Love Progress! FINALLY*

Signature(s): *F L Sebastian*

Printed Name(s): *F L Sebastian*

Address: \_\_\_\_\_

City, State & Zip code: *Seagoville TX 75159*



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: October 16, 2023

ITEM: 16

DESCRIPTION: Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and map of the City of Seagoville for approximately 1.02± acres, described as being within Lot 2, Block A, Seagoville Corners III Addition, 950 E. Malloy Bridge Road, Seagoville, Dallas County, Texas; from "LR" Local Retail to "LR-SUP" Local Retail with a Special Use Permit to allow for a tobacco shop; providing for special conditions and a site plan.

---

## **INTRODUCTION**

The applicant is requesting a Special Use Permit within a PD-LR Zoning District for a retail tobacco shop.

## **BACKGROUND**

The property owner is requesting approval of a Special Use Permit (SUP) to allow for a retail tobacco shop at 950 E. Malloy Bridge Road. The tobacco shop will be located on the end-cap of the currently under construction multitenant retail building. The proposed hours of operation are from 10:00am to 10:00pm, seven days a week. The retail space will measure approximately 1,600sf in size.

## **FINANCIAL IMPACT**

N/A

## **RECOMMENDATION**

The Planning and Zoning Commission recommended approval of the request on September 26<sup>th</sup>, 2023.

## **ATTACHMENTS**

1. Ordinance
2. Application
3. Survey
4. Proposed sign
5. Aerial Image
6. Floorplan
7. Site plan

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS**

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

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS PREVIOUSLY AMENDED, BY CHANGING THE ZONING FROM "LR" LOCAL RETAIL TO "LR-SUP" LOCAL RETAIL WITH A SPECIAL USE PERMIT TO ALLOW FOR A TOBACCO SHOP USE ON AN APPROXIMATELY 1.028 ACRES TRACT BEING LOT 2, BLOCK A SEAGOVILLE CORNERS III ADDITION AS RECORDED IN INSTRUMENT NO. 201700022540 IN THE OFFICIAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, AS DESCRIBED AND DEPICTED IN EXHIBIT "A" ATTACHED AND BEING COMMONLY KNOWN AS 950 EAST MALLOY BRIDGE ROAD IN THE CITY OF SEAGOVILLE, TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING AND APPROVING A SITE PLAN; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and map of the City of Seagoville, Texas, as previously amended, be, and the same are hereby amended by changing

the zoning from "LR" Local Retail to "LR-SUP" Local Retail with a Special Use Permit to allow for tobacco shop use, subject to special conditions, on approximately 1.028 acres being Lot 2, Block A in the Seagoville Corners III Addition, as recorded in Instrument No. 201700022540 in the Official Property Records of Dallas County, Texas, as described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference and being commonly known as 950 East Malloy Bridge Road in the City of Seagoville, Texas (the "Property").

**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 condition: The tobacco shop's operating hours shall be from 10:00 a.m. to 10:00 p.m. seven days per week.

**SECTION 3.** The Property shall be used, developed, and maintained in accordance with the site plan attached hereto and incorporated herein by this reference as Exhibit "B".

**SECTION 4.** The Property shall be used, developed and maintained 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, use, and maintenance of the Property shall be in accordance with building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein.

**SECTION 5.** 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 6.** 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 7.** 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 \_\_\_\_ day of October, 2023.

**APPROVED:**

\_\_\_\_\_  
**LACKEY STEPPER SEBASTIAN, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**SARA EGAN, CITY SECRETARY**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**VICTORIA THOMAS, CITY ATTORNEY**

4884-8935-8470, v. 1

**EXHIBIT A**  
**[Legal Description and Survey]**

**EXHIBIT B**  
**[Site Plan]**

4884-8935-8470, v. 1



# 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: Seagoville Plaza

Physical Location of Property: 950 E Malloy BRIDGE RD  
[General Location – approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description):  
store inside shopping center  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: \_\_\_\_\_ Existing Zoning: Retail Requested Zoning: Retail  
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: Tamer Kadach Applicant or Owner? (circle one)

Contact Person: Tamer Kadach Title: President

Company Name: Tamka PetKorlx

Street/Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email Address: \_\_\_\_\_

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.)

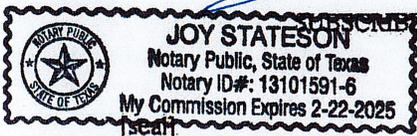
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I hereby certify that I am the Owner, or the duly authorized agent of the Owner (proof of authorization attached), for the purposes of this application, and that all information submitted herein is complete, true and correct to the best of my knowledge.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

Signed: \_\_\_\_\_ Title: President Date: 8/10/2023



SUBSCRIBED AND SWORN TO before me, this 11<sup>th</sup> day of Aug., 2023  
[Month] [Year]  
Notary Public in and for the State of Texas: Joy Stateson  
My Commission Expires On: 2-22-25

Office Use Only: Date Rec'd: 8/16/23 Fees Paid: \$ 250.00 Check #: \_\_\_\_\_ Receipt #: \_\_\_\_\_  
Zoning Case #: \_\_\_\_\_ Accepted By: CA Official Submittal Date: 8/16/23

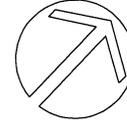
**LAND TITLE SURVEY OF PROPOSED LOT 2C, BLOCK A**

To: KT Restaurant Inc., Plains Capital Bank, and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12 (c) of the Conditions and \_\_\_\_\_.

This is to certify that I, Larry A. Probeck, a Registered Professional Land Surveyor licensed by the State of Texas, have prepared this Map or Plat and survey on which its based was made on the ground and the monuments shown hereon were found and/or placed under my personal supervision. The Fieldwork was completed on October 18, 2022.

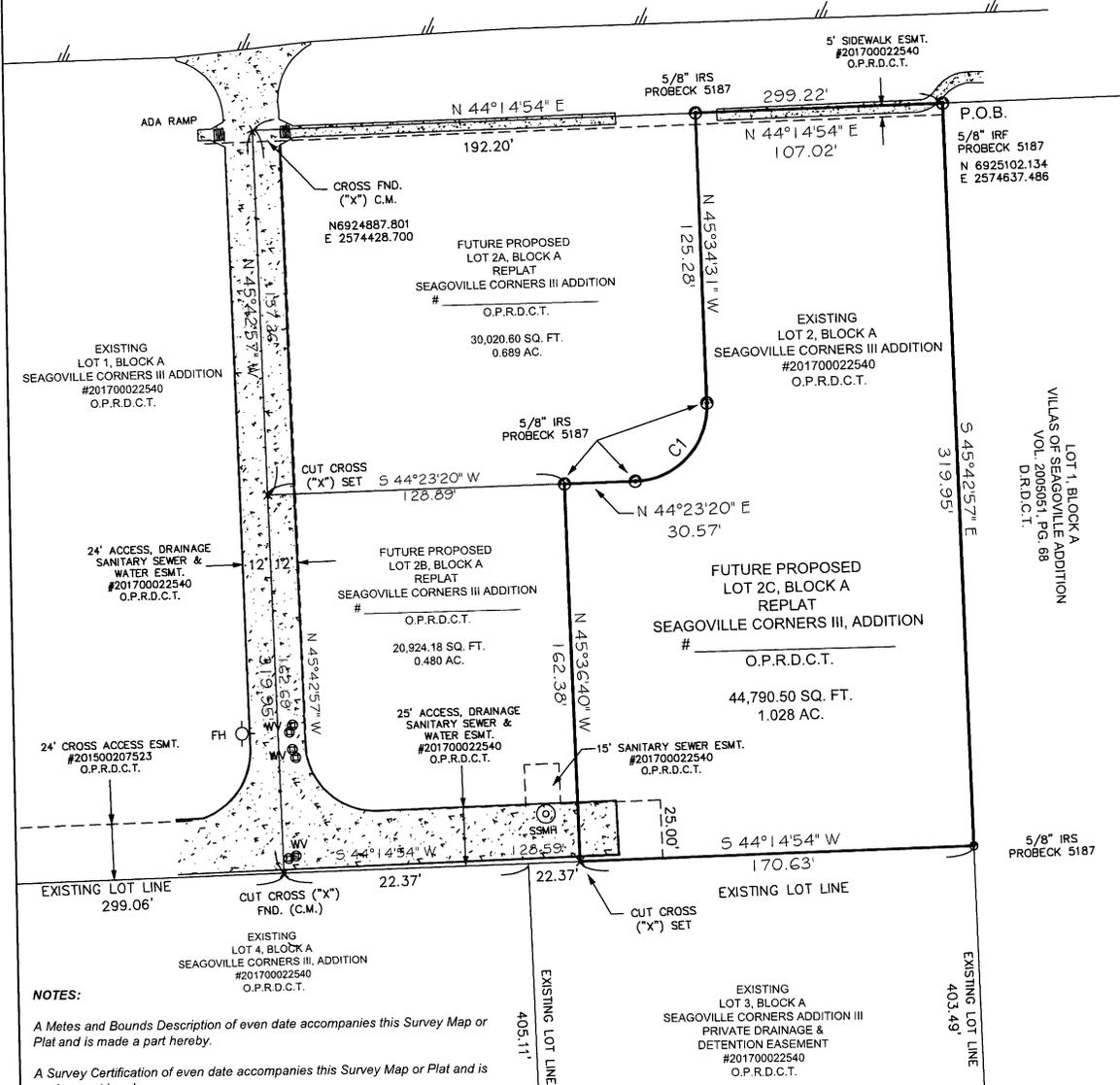
Date of Map or Plat: November 06, 2022

Larry Probeck, RPLS  
 Probeck Land Surveyors  
 PO Box 550695  
 Dallas, Texas 75355-0695  
 214 549-5349  
 lprobeck@earthlink.net  
 lprobeck@gmail.com



SCALE: 1" = 50'

EAST MALLOY BRIDGE ROAD  
 100' RIGHT-OF-WAY  
 ASPHALT PVM.T.



**NOTES:**  
 A Metes and Bounds Description of even date accompanies this Survey Map or Plat and is made a part hereby.  
 A Survey Certification of even date accompanies this Survey Map or Plat and is made a part hereby.

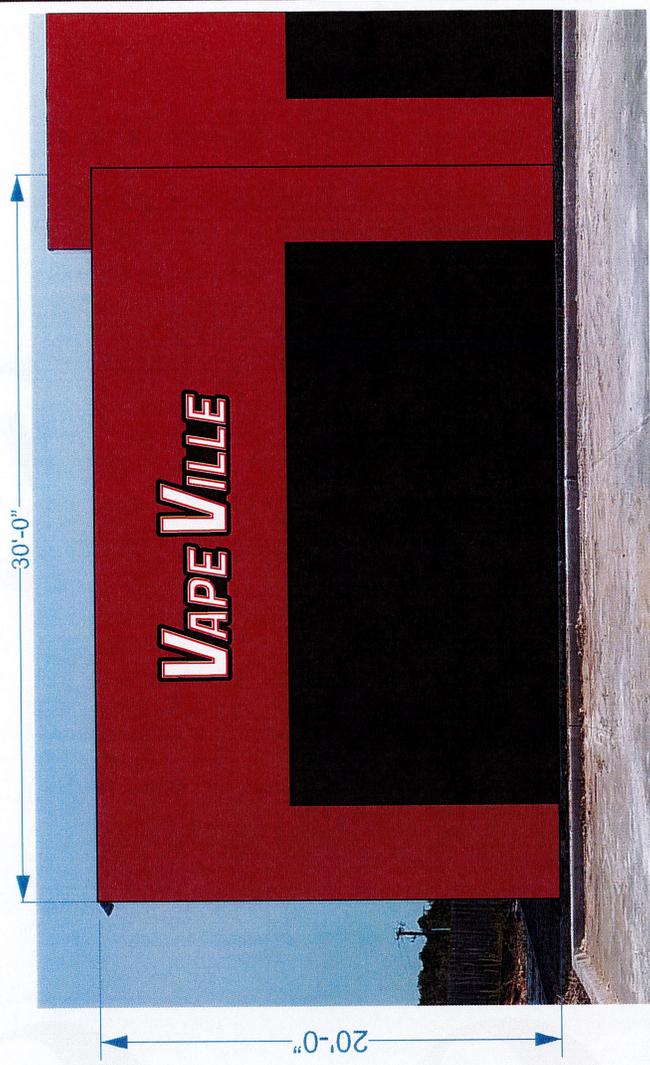
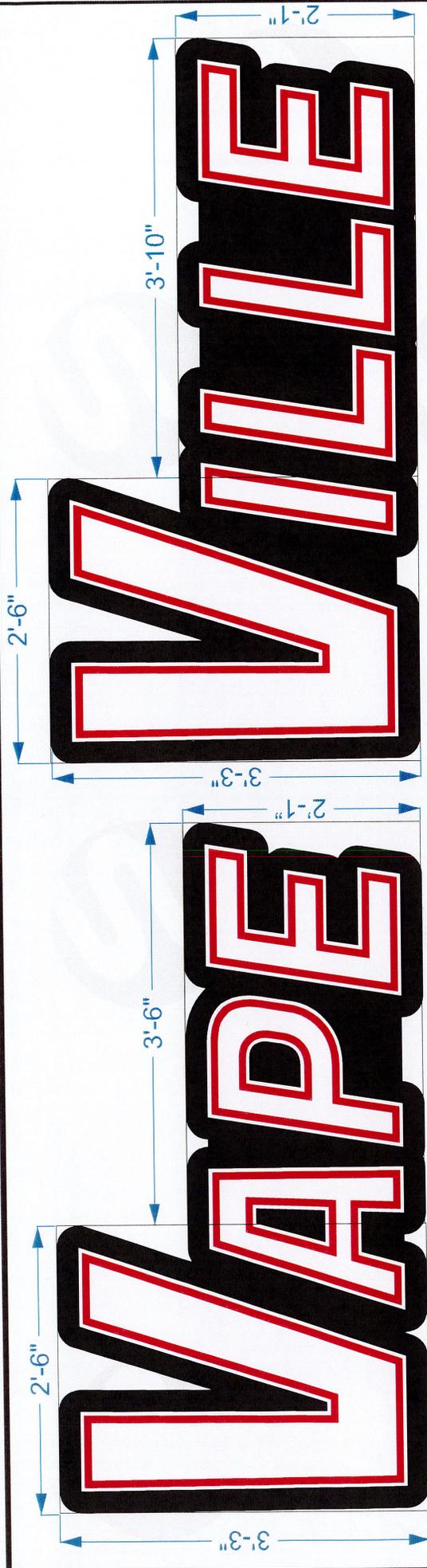
**Directional Control:** Bearings are based on the North American Datum of 1983 (NAD83), Texas State Plane Coordinate System, Texas North Central Zone 4202.

GF No. XX-XXXXXXXXXXXX.

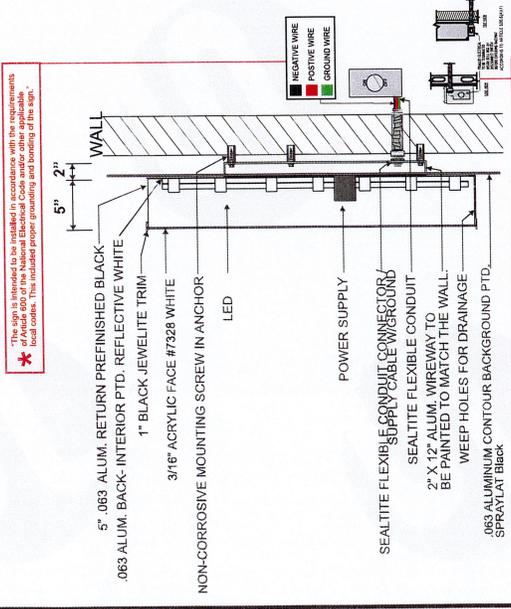
BOUNDARY CURVE TABLE

NUMBER	DELTA ANGLE	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C1	91°29'37"	N 00°40'27" W	32.00	51.10	45.84

DRAWN BY: L.A.P. DATE: NOVEMBER 06, 2022 JOB NO.: 202272 SCALE: 1" = 50'	REVISIONS	LAND TITLE SURVEY EAST MALLOY BRIDGE RD. SEAGOVILLE, TEXAS 75159 FUTURE LOT 2C, BLOCK A SEAGOVILLE CORNERS III	PROBECK LAND SURVEYORS PO BOX 550695 DALLAS, TEXAS 75355-0695 214 549-5349 lprobeck@earthlink.net lprobeck@gmail.com	SHT. NO. 2 OF X
---	-----------	--	---	--------------------



Total Square Feet:  
**32 Sq Ft**



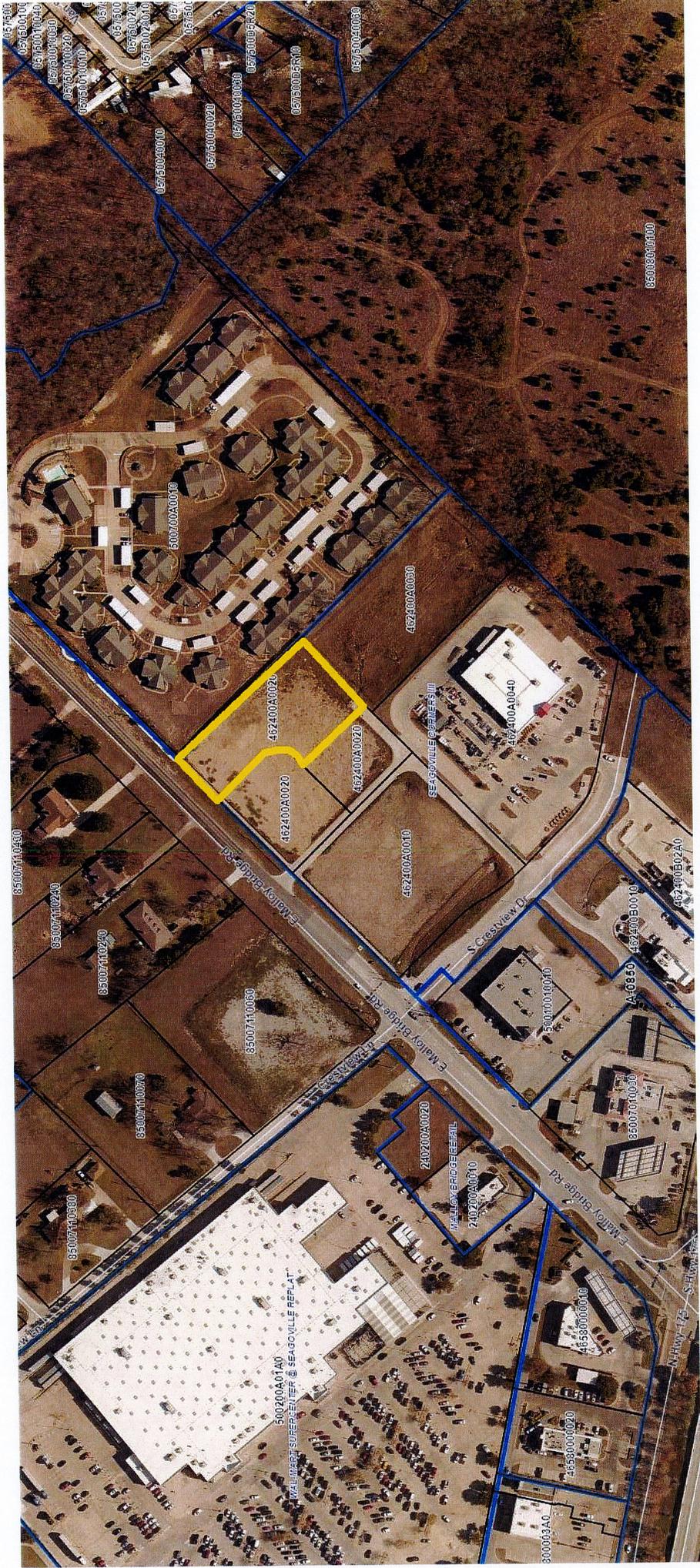
\* The sign is intended to be installed in accordance with the requirements of Article 610 of the National Electrical Code and/or other applicable local codes. The installer proper grounding and bonding at all signs.

\* The location of the disconnect switch after installation shall comply with Article 900.6(A)(1) of the National Electrical Code.

CHANNEL W/SHADOW WALL ATTACHED

<p><b>◀ SPELLING IS YOUR RESPONSIBILITY ▶ SIZES ARE NOTED ▶ PROOF IS NOT TO SCALE ▶ COLORS ON FINISHED PRODUCT MAY VARY SLIGHTLY FROM ELECTRONIC PROOF</b></p>	
<p><b>FUTURE SIGNS</b></p>	<p>REINFORCEMENT OF BUILDING: PHYSICAL CONDITIONS: If installation is a part of this Agreement Buyer shall be responsible for providing all necessary building and other structures on which Display is installed, for relocating power lines or other obstacles, and for any additional installation costs incurred by Seller due to adverse soil conditions, underground or other obstructions including but not limited to drilling for excavation or removal of any rock. Unless notified of sprinkler lines or private utility lines prior to starting work, Seller is not responsible for damage caused and shall not be liable for the same. Seller will contact Dig Tests or other agents for location of all public utilities. Location of private utilities is the sole responsibility of the Buyer. In the event rock or adverse soil conditions are encountered in the drilling process, additional monies will be requested by the Seller.</p>
<p>CUSTOMER</p>	<p>CUSTOMER</p>
<p>COMPANY</p>	<p>DATE</p>
<p>LOCATION</p>	<p>LANDLORD</p>
<p>CITY, STATE</p>	<p>DATE</p>
<p>EMAIL: SALES@MYFUTURESIGNS.COM</p>	<p>ADDRESS: 11624 Chairman Dr Dallas, TX 75243</p>
<p>PHONE: (972) - 205 - 9090</p>	<p>WEB: myfuturesigns.com</p>









**Project Information**

OWNER: KT AUTOCARE INC.  
PROJECT LOCATION: 134 & 106 N FM 137 VENUS TX, 75084  
SCOPE OF WORK:  
A. NEW RETAIL CENTER, SHELL ONLY  
AREA TAB SOFT.1:  
FIRST FLOOR .15188

- CITY OF VENUS, TEXAS - ADOPTED CODES**
- 2021 INTERNATIONAL BUILDING CODE
  - 2021 INTERNATIONAL RESIDENTIAL CODE
  - 2021 INTERNATIONAL FUEL GAS CODE
  - 2021 INTERNATIONAL MECHANICAL AND PLUMBING CODE
  - 2021 INTERNATIONAL ENERGY CONSERVATION CODE
  - 2020 NATIONAL ELECTRICAL CODE
- GENERAL NOTES**
- REFER TO STRUCTURAL FRAMING AND FOUNDATION DESIGN BY [REDACTED] FOR ALL ELECTRICAL, AND PLUMBING DESIGN BY ENGINEERS, FOR SHELL BUILDING.
  - ALL INTERIOR FINISHES ARE TO FACE OF GYP. BOARD.
  - CEILING HEIGHTS - EXPOSED TO STRUCTURE, AS NOTED.
  - ALL LIGHT FIXTURES TO BE SELECTED BY THE OWNER AND COORDINATED WITH CONTRACTOR.

**Door Schedule**

NO.	WIDTH	HEIGHT	DOOR		FRAME		REMARKS
			MATERIAL	FINISH	MATERIAL	FINISH	
1.	PR 3'-0"	7'-0"	ALUMGLASS	DK BRONZE	ALUM	DK BRONZE	EXIT & HEAVY DUTY TYPE
2.	3'-0"	7'-0"	METAL	PAINTED	TM	PAINTED	EXIT & HEAVY DUTY TYPE

**DOOR NOTES:**

ALL EXTERIOR DOORS WITH FRAMES ARE TO BE INSULATED UNDO.

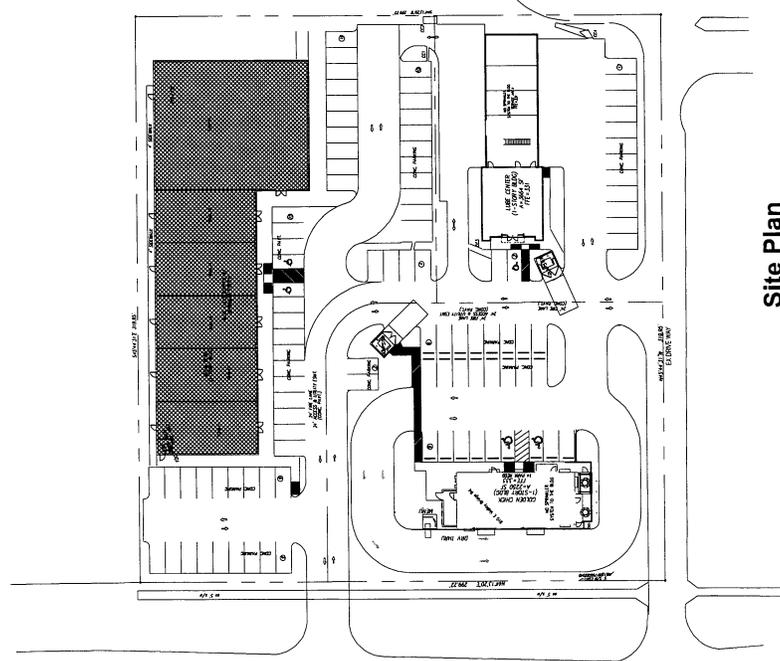
THRESHOLS AT DOORS TO BE INSULATED UNDO. FINISH TO MATCH FLOOR FINISH. FINISH TO BE BEVELLED WITH A SLOPE NO GREATER THAN 1:2

DOOR HARDWARE, HANDLES, PULLS, LATCHES, LOCKS, AND OTHER OPERATING DEVICES ON ACCESSIBLE DOORS SHALL HAVE A SHAPE THAT IS EASY TO GRASP AND OPERATE. PUSH-TYPE MECHANISMS, LEVER-OPERATED MECHANISMS, PUSH-TYPE MECHANISMS, AND LEVER-OPERATED MECHANISMS SHALL BE EXPOSED AND USABLE FROM BOTH SIDES. HARDWARE REQUIRED FOR ACCESSIBLE DOOR PASSAGE SHALL BE MOUNTED NO HIGHER THAN 48 IN (1220 MM) ABOVE FINISHED FLOOR.

DOOR CLOSERS, IF A DOOR HAS A CLOSER, THEN THE SWEEP PERIOD OF THE CLOSER SHALL BE ADJUSTED TO PERMIT THE DOOR TO MOVE TO A POINT 3 IN (75 MM) FROM THE LATCH, MEASURED TO THE LEADING EDGE OF THE DOOR. DOOR OPENING FORCE, THE MAXIMUM FORCE FOR PUSHING OR PULLING OPEN A DOOR SHALL BE AS FOLLOWS:

- FIRE DOORS SHALL HAVE A MINIMUM OPENING FORCE ALLOWABLE BY THE APPLICABLE ADMINISTRATIVE AUTHORITY.
- STRENGTH DOORS (RESIDENTIAL)
- INTERIOR HINGED DOORS: 5 LBF (22.2N)
- SLIDING OR FOLDING DOORS: 5 LBF (22.2N)

THESE FORCES DO NOT APPLY TO THE FORCE REQUIRED TO RETRACT LATCH BOLTS OR DISENGAGE OTHER DEVICES THAT MAY HOLD THE DOOR IN A CLOSED POSITION.



**Site Plan**  
SCALE: 1/32" = 1'-0"



September 8, 2023

COMMUNITY DEVELOPMENT  
702 NORTH HIGHWAY 175  
SEAGOVILLE, TX 75159  
PHONE: (972) 287-2050

**NOTICE OF ZONING PUBLIC HEARING  
SEAGOVILLE PLANNING AND ZONING COMMISSION  
ZONING CASE 2023-043SUP**

The Seagoville Planning and Zoning Commission will hold a public hearing on Tuesday, September 26, 2023, at 6:30 p.m. in the Council Chambers in City Hall at 702 North U.S. Highway 175 Seagoville, TX 75159 to consider a Special Use Permit for a Tobacco Shop to be situated at 950 E. Malloy Bridge Road, also known as 2 Crestview Dr, Seagoville Texas, SEAGOVILLE CORNERS 3 BLK A PT LT 2 ACS 1.028, Dallas County Appraisal District Property ID: 500462400A0020000.

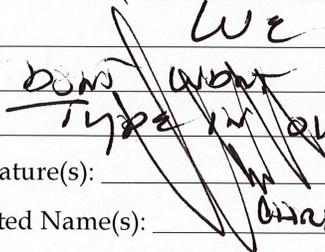
Individuals may appear at the public hearing to state their opinions or may send a written notice prior to 4:30 PM on the day of the public hearing to Administrative Assistant Casey Fillmore at 702 North U.S. Highway 175; Seagoville, TX 75159. This letter is the first opportunity to voice your opinion about this project for the record. There will also be a public hearing held in front of City Council, on Monday, October 16, 2023, at 7:00 p.m. in the City Council Chambers in City Hall 702 North Highway 175 Seagoville, TX 75159

*Indicate your opinion in this matter by checking the appropriate box below. Provide any additional comments that you might have. Please sign and provide your name and address below.*

I am in favor of  against  Zoning Request 2023-043SUP as it is described above.

Additional Comments (attach additional sheets as necessary):

WE OWN THE VILLAGES OF SEAGOVILLE  
DND DONT WANT ANY SMOKE, VAPE, or STORES OF THIS  
TYPE IN OUR NEIGHBORHOOD.

Signature(s): 

Printed Name(s): CHARLES EVANS E.V.P. PHOS-ASSIST.MGT

Address: 5757 W. LOVERS LN 360 DALLAS TX 75209

City, State & Zip code: \_\_\_\_\_



TO: Mayor and City Council

FROM: Victoria Thomas, City Attorney

DATE: October 16, 2023

DESCRIPTION: Discuss and consider approving a Resolution accepting a petition for and calling for a public hearing on the creation of Santorini Public Improvement District within the City of Seagoville and authorizing mailing and publication of notice of the public hearing.

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## **INTRODUCTION**

The purpose of this agenda item is to accept a petition and calling for a public hearing on the creation of Santorini Public Improvement District.

## **BACKGROUND**

The City Council of the City of Seagoville Texas has received a petition requesting creation of a public improvement district (the "PID") under Chapter 372 of the Texas Local Government Code (the "Act"), from the record owners of taxable real property representing more than fifty percent ("50%") of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Kaufman County) in the proposed PID and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment in the proposed PID.

A copy of the Petition is attached to the Resolution as Exhibit 1, has been examined, verified, and found to meet the requirements of Sections 372.005(a) and 372.005(b) of the Act and to be sufficient for consideration by the City Council. The boundaries of the proposed PID are described in the Exhibit A of the Petition, said area for the PID being within the City.

## **ATTACHMENTS**

1. Resolution with Petition Exhibit

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, CALLING FOR A PUBLIC HEARING ON THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT AND BEING LOCATED WITHIN THE CITY OF SEAGOVILLE

WHEREAS, the City Council (the "City Council") of the City of Seagoville Texas (the "City") has received a petition (the "Petition") requesting creation of a public improvement district (the "PID") under Chapter 372 of the Texas Local Government Code (the "Act"), from the record owners of taxable real property representing more than fifty percent ("50%") of the appraised value of the real property liable for assessment (as determined by the most recent certified appraisal roll for Kaufman County) in the proposed PID and the record owners of taxable real property that constitute more than 50% of all of the area of all taxable real property that is liable for assessment in the proposed PID; and

WHEREAS, the Petition, a copy of which is attached hereto as Exhibit 1, has been examined, verified, and found to meet the requirements of Sections 372.005(a) and 372.005(b) of the Act and to be sufficient for consideration by the City Council; and

WHEREAS, the boundaries of the proposed PID are described in the Exhibit A to the Petition, said area for the PID being within the City; and

WHEREAS, the City Council accepts the Petition and desires to schedule a public hearing to consider the creation of the PID to finance the following public improvements (collectively, the "Authorized Improvements"): (i) design, construction and other allowed costs related to street and roadway improvements, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to water, wastewater and drainage (including storm drainage and detention) improvements and facilities, (iii) design, construction and other allowed costs related to parks, open space and recreational improvements, including trails and landscaping related thereto; (iv) design, construction and other allowed costs related to projects similar to those listed in sections (i) – (iii) above authorized by the Act, including similar off-site projects that provide a benefit to the Property; (v) acquisition, by purchase or otherwise of real property in connection with an Authorized Improvement; (vi) payment of expenses incurred in the establishment, administration, and operation of the District and (vii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property within the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

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

SECTION 1: That a public hearing is hereby scheduled at 7:00 P.M. on November 20, 2023, in the City Council Chamber at Seagoville City Hall, 702 N. Highway 175, Seagoville, Texas, 75159 to receive public comment on the creation of the PID in the area described in Exhibit A to the Petition, pursuant to the Act; and

SECTION 2: That notice of said hearing, in the substantially final form set forth in Exhibit 2 attached hereto, with such changes as may be approved by the City's counsel, shall be published in a newspaper of general circulation in the City and in a newspaper of general circulation in the City before the 15th day prior to the hearing as required by the Act; and

SECTION 3: That written notice, in the substantially final form set forth in Exhibit 2 attached hereto with such changes as may be approved by the City's counsel, shall be mailed to each property owner, as reflected on the tax rolls, of property subject to assessment within the PID, before the 15th day prior to the date set for the hearing; and

SECTION 4: That all of the above recitals are hereby found to be true and correct factual determinations of the City and are hereby approved and incorporated by reference as though fully set forth herein; and

SECTION 5: That if any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision; and

SECTION 6: That this Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

[Signature Page Follows]

DULY RESOLVED by the City Council of the City of Seagoville Texas, on the 16th day of October, 2023.

---

Lackey Stepper Sebastian, Mayor  
City of Seagoville, Texas

ATTEST:

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Sara Egan City Secretary  
City of Seagoville, Texas

**EXHIBIT 1**

PETITION  
(see attached Petition)



Section 3. Estimated cost of the proposed Authorized Improvements: Petitioner estimates the cost to design, acquire and construct the Authorized Improvements is \$225,000,000.00.

Section 4. Boundaries. The proposed boundaries of the District are described in Exhibit A.

Section 5. Method of assessment. The City shall levy assessments on each lot or parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefitted.

Section 6. Apportionment of cost. The proposed apportionment of cost between the District and the City as a whole is as follows:

The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the District and from other sources of funds, if any, available to the Petitioner.

Section 7. Management of the District. The management of the District will be the ultimate responsibility of the City; provided that, to the extent allowed by law, the City may initially contract with a non-profit organization or private company to carry out all or a part of such City responsibilities, as well as the day-to-day management and administration of the District.

Section 8. Concurrence of the Petitioner. The Petitioner signing this petition concurs in and requests the establishment of the District.

Section 9. Advisory board. An advisory board is not required but may be established by the City to develop and recommend an improvement plan to the City Council of the City.

This petition shall be filed with the Secretary of the City in support of the creation of the District by the City Council of the City as herein provided. The undersigned request that the City Council grant its consent as above stated.

RESPECTFULLY SUBMITTED, on this \_\_\_\_ day of September, 2023.

[Signature on following page]



Exhibit A

LEGAL DESCRIPTION OF BOUNDARIES

FIELD NOTES  
NORTH TRACT NO. 1

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

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

**THENCE** North 45 Degrees 40 Minutes 43 Seconds East, departing the right-of-way of said Kaufman Street along the common line between said Tract One and said 13.988 acre tract, a distance of 1632.87 feet to a 3/8" iron rod found for the northwest corner of said 383.295 acre tract, and being located in the southerly line of a called 2.985 acre tract of land described in deed to Luis E. Marquez and Maria Carolina Gramillo, recorded in Doc. No. 201100319866, Official Public records Dallas County, Texas, (O.P.R.D.C.T.);

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

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

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

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

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

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

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

South 75 Degrees 05 Minutes 02 Seconds East, a distance of 920.20 feet to a concrete monument found for corner;

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

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

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

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

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

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

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

**THENCE** South 44 Degrees 41 Minutes 05 Seconds West, departing the westerly right-of-way line of F.M. Road No 1389, along the southeasterly line of said Tract One and the

northwesterly line of a tract of land described in deed to Wetlands Management, LP, recorded in Volume 2476, Page 377, D.R.K.C.T., a distance of 563.18 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the southeast corner of a called 9.017 acre tract, described in deed to Texas Power & Light Company, recorded in Volume 470, Page 340, D.R.K.C.T.;

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

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

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

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

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

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

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

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

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

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

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

FIELD NOTES  
PID LEGAL #2

BEING a 81.467-acre tract of land situated in the Peter Stockman Survey No. 57, Abstract No. 445, Kaufman County, Texas; being a portion of that certain tract of land as described in a Special Warranty Deed to Wetlands Management, LP in Volume 2476, Page 377 and further referenced as being a portion of Tract 1 called to contain 1682.50 acres to Caroline Hunt Trust Estate as described in Volume 430, Page 465 of the Deed Records of Kaufman County, Texas; said 81.467 acres being more particularly described by metes and bounds as follows with bearings referenced to the Texas Coordinate System of 1983, North Central Zone, 4202:

**BEGINNING:** at a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found on a Western line of the Second Tract called to contain 2,314.1631 acres in a Special Warranty Deed & Grant & Reservation of Easements to North Texas Municipal Water District in Volume 5314, Page 79 (Instrument No. 2017-0005060) of the Deed Records of Kaufman County, Texas, an Eastern line of the remainder of the said Wetlands Management, LP tract for the Northeastern corner of Tract 1 called to contain 98.758 acres in a General Warranty Deed to Wetland Farm, LLC in Volume 6404, Page 305 of the Deed Records of Kaufman County, Texas, for the Southeastern corner of this herein described tract, from which a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of said Tract 1, a corner of the said 2,314.1631 acre tract, a corner of the remainder of the said Wetlands Management, LP tract bears with a curve to the left having a Delta angle of  $1^{\circ}14'05''$ , a Radius of 1030.00 feet, an Arc length of 22.20 feet with the Chord of the curve South  $39^{\circ}53'23''$  East a distance of 22.20 feet;

**THENCE:** North  $78^{\circ}13'15''$  West a distance of 907.33 feet along the Northernmost line of the said Tract 1 - 98.758 acres, a line of the remainder of the said Wetlands Management, LP tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the said 98.758-acre tract, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

**THENCE:** South  $32^{\circ}44'27''$  West a distance of 17.74 feet continuing along a line of the said Tract 1 - 98.758 acres, a line of the remainder of the said Wetlands Management, LP tract to a 5/8-inch iron rod with cap stamped "Jones|Carter" set on the Northeastern line of Farm to Market Road No. 1389 (90' right-of-way) for a corner of the said 98.758-acre tract, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

**THENCE:** North  $57^{\circ}11'22''$  West a distance of 650.26 feet along a Northeastern line of said Farm to Market Road No. 1389 to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of the remainder of the said Wetlands Management LP tract in Volume 2476, Page 377, a corner of said Farm to Market Road No. 1389, for a corner of this herein described tract;

**THENCE:** Continuing along a Northeastern line of said Farm to Market Road No. 1389, a curve to the right having a Delta angle of  $6^{\circ}16'00''$ , a Radius of 2819.76 feet, an Arc length of 308.41 feet with the Chord of the curve North  $54^{\circ}03'22''$  West a distance of 308.25 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of said Farm to Market Road No. 1389, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

**THENCE:** North  $50^{\circ}55'22''$  West a distance of 452.08 feet continuing along a Northeastern line of said Farm to Market Road No. 1389 to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of

said Farm to Market Road No. 1389, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

THENCE: Continuing a Northeastern line of said Farm to Market Road No. 1389, with a curve to the right having a Delta angle of  $77^{\circ}15'00''$ , a Radius of 273.31 feet, an Arc length of 368.50 feet with the Chord of curve North  $12^{\circ}17'52''$  West a distance of 341.21 feet to a 5/8-inch iron rod with cap stamped "Jones|Carter" set for a corner of said Farm to Market Road No. 1389, a corner of the remainder of the said Wetlands Management, LP tract, for a corner of this herein described tract;

THENCE: North  $26^{\circ}19'38''$  East a distance of 737.75 feet along the Southeastern line of said Farm to Market Road No. 1389 to a 5/8 inch iron rod with cap stamped "Jones|Carter" set for a corner of this herein described tract, on an occupational Southern fence line reported to be in the same location for 57 years for the Victor W. York tract not conforming to the called 3.343 acres as described in Volume 3492, Page 270 of the Deed Records of Kaufman County, Texas, from which a fence corner found bears South  $77^{\circ}52'30''$  West a distance of 2.46 feet;

THENCE: Along the said Occupational fence line as follows:

North  $77^{\circ}52'30''$  East a distance of 232.35 feet to a fence corner found;  
North  $71^{\circ}57'40''$  East a distance of 434.71 feet to a fence corner found;  
North  $27^{\circ}46'11''$  East a distance of 279.47 feet to a fence corner found;  
North  $18^{\circ}35'36''$  West a distance of 141.50 feet to a fence corner found;

THENCE: South  $83^{\circ}26'09''$  West a distance of 476.17 feet continuing with the said occupational fence line to a 5/8-inch iron rod with cap stamped "Jones|Carter" set on the Southeastern line of said Farm to Market Road No. 1389, for a corner of this herein described tract;

THENCE: North  $26^{\circ}19'38''$  East a distance of 1099.75 feet continuing along the Southeastern line of said Farm to Market Road No. 1389 to a 5/8-inch iron rod with cap stamped "Jones|Carter" for a corner of said Farm to Market Road No. 1389, for a corner of this herein described tract;

THENCE: North  $26^{\circ}17'38''$  East a distance of 279.44 feet continuing along the Southeastern line of said Farm to Market Road No. 1389 to a 5/8 inch iron rod with cap stamped "Jones|Carter" for a corner of said Farm to Market Road No. 1389, for a corner of this herein described tract;

THENCE: Continuing along the Southeastern line of said Farm to Market Road No. 1389, with a curve to the left having a Delta angle of  $2^{\circ}04'27''$ , a Radius of 2909.79 feet, an Arc length of 105.34 feet with the Chord of curve North  $25^{\circ}15'25''$  East a distance of 105.33 feet to a 5/8 inch iron rod with cap stamped "Jones|Carter" set for the Southern corner of Tract 2 called to contain 3.1682 acres to The Board of Regents of the University of Texas as described in Volume 3824, Page 100 of the Deed Records of Kaufman County, Texas, from which a 1/2 inch iron rod found for a corner of said Farm to Market Road No. 1389, a corner of the said 3.1682 acre tract bears with a curve to the left having a Delta angle of  $3^{\circ}55'33''$ , a Radius of 2909.79 feet, and Arc length of 199.37 feet with the Chord of the curve North  $22^{\circ}15'25''$  East a distance of 199.33 feet;

THENCE: North  $44^{\circ}40'21''$  East a distance of 796.06 feet along the Southeastern line of the said 3.1682 acre tract, a line of the remainder of the said Wetlands Management LP tract to a calculated point in water for the Northeastern corner of the said 3.1682 acre tract, on a line of the said Second Tract called to

contain 2,314.1631 acres of land to North Texas Municipal Water District as described in a Special Warranty Deed & Grant & Reservation of Easements in Volume 5314, Page 79 (Instrument No. 2017-0008060) of the Deed Records of Kaufman County, Texas, for the Northernmost corner of this herein described tract, from which a 1/2 inch iron rod with yellow plastic cap found on the Southeastern line of said Farm to Market Road No. 1389 for the Northwestern corner of the said 3.1682 acre tract, the Southwestern corner of Tract 1 called to contain 6.8279 acres as described in said Volume 3824, Page 100 bears North 45°36'53" West at 39.69 feet pass a found 5/8 inch iron rod disturbed a distance in all of 352.46 feet;

THENCE: South 45°36'53" East a distance of 41.65 feet along a line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

THENCE: South 23°42'59" West a distance of 257.26 feet continuing along a Western line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

THENCE: Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of 9°53'44", a Radius of 1030.00 feet, an Arc length of 177.89 feet with the Chord of the curve South 18°48'07" West a distance of 177.67 feet to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

THENCE: South 13°49'16" West a distance of 355.17 feet continuing along a Western line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631 acres, for a corner of this herein described tract;

THENCE: Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the right having a Delta angle of 14°17'42", a Radius of 870.00 feet, an Arc length of 217.06 feet with the Chord of the curve South 20°58'07" West a distance of 216.50 feet to a calculated point in water for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

THENCE: South 28°06'57" West a distance of 87.52 feet continuing along a Western line of the said 2,314.1631-acre tract to a calculated point in water for a corner of the said 2,314.1631 acres, for a corner of this herein described tract;

THENCE: Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of 32°58'40", a Radius of 930.00 feet, an Arc length of 555.28 feet with the Chord of the curve South 11°37'38" West a distance of 527.92 feet to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

THENCE: South 04°51'42" East a distance of 836.37 feet continuing along a Western line of the said 2,314.1631-acre tract to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

THENCE: Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of 10°35'04", a Radius of 1230.00 feet, an Arc length of 227.22 feet with the Chord of the curve South 10°08'46" East a distance of 226.90 feet to a 5/8-inch iron rod with cap stamped "Spooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

THENCE: South 15°26'17" East a distance of 568.76 feet continuing along a Western line of the said 2,314.1631-acre tract to a 5/8-Inch Iron rod with cap stamped "Spoooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

THENCE: Continuing along a Western line of the said 2,314.1631-acre tract with a curve to the left having a Delta angle of 7°52'27", a Radius of 530.00 feet, an Arc length of 72.84 feet with the Chord of the curve South 19°25'03" East a distance of 72.78 feet to a 5/8-Inch Iron rod with cap stamped "Spoooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

THENCE: South 23°17'20" East a distance of 559.34 feet continuing along a Western line of the said 2,314.1631-acre tract to a 5/8-Inch Iron rod with cap stamped "Spoooner & Assoc." found for a corner of the said 2,314.1631-acre tract, for a corner of this herein described tract;

THENCE: Continuing along a Western line of the said 2,314.1631 acre tract with a curve to the left having a Delta angle of 15°56'15", a Radius of 1030.00 feet, an Arc length of 286.51 feet with the Chord of the curve South 31°18'12" East a distance of 285.58 feet to the POINT OF BEGINNING and containing 81.457-acres of land.

FIELD NOTES  
PID LEGAL #3

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

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

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

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

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

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

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

THENCE South 50 Degrees 55 Minutes 38 Seconds East, with the southerly line of said Kaufman Street, and the northerly line of said 150.802 acre tract, a distance 1743.17 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northeast for of said 150.802 acre tract and the northwest corner of a called 40.862 acre tract described in deed to Kala R.

Dharma, recorded in Volume 1876, Page. 25 D.R.D.C.T., from which a 3/8" iron rod found bears South 53 Degrees 06 Minutes 55 Seconds East, a distance of 153.10 feet;

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

THENCE South 44 Degrees 26 Minutes 54 Seconds West, a distance of 2360.68 feet to a 3/8" iron rod found for the southeast corner of said 150.802 acre tract, and being located in the northerly line of a called 100 acre tract described in deed to Patsy Ruth Smith recorded in Document No. 201200162823 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.);

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

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

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

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

FIELD NOTES

BEING a 26.215 acre tract of land situated in John the P. Stockman Survey, Abstract No. 445, Kaufman County Texas, part of a tract described in deed to Wetlands Management L.P., recorded in Volume 2476, Page 377, Deed Records Kaufman County, Texas (D.R.K.C.T.), and being more particularly described as follows:

**BEGINNING** at a 5/8" iron rod with cap stamped "Jones Carter" found for the west corner of said Wetlands Management tract, and being the southerly corner of Tract One, described in deed to MCM Kaufman Land Partners L.P., recorded in Volume 2195, Page 199, D.R.K.C.T., also being in the northerly Right-of-Way-line of Kaufman Street;

**THENCE** North 44 Degrees 03 Minutes 25 Seconds East, along the southeasterly line of said Tract One and the northwesterly line of said Wetlands Management tract, a distance of 1258.47 feet to a 3/8" iron rod found for corner;

**THENCE** North 44 Degrees 41 Minutes 05 Seconds East, along the southeasterly line of said Tract One and the northwesterly line of said Wetlands Management tract, a distance of 1421.33 feet to a 3/8" iron rod found for corner in the westerly Right-of-Way line of F.M. Road No 1389 (90' Right-of-Way);

**THENCE** South 26 Degrees 28 Minutes 42 Seconds West, along the westerly right-of-way line of F.M. Road No 1389, a distance of 2518.55 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for the beginning of a tangent curve to the left;

**THENCE** Southwesterly, along said tangent curve to the left having a central angle of 40 Degrees 00 Minutes 17 Seconds, a radius of 364.81 feet, an arc distance of 254.72 feet and a chord bearing and distance of South 06 Degrees 29 Minutes 00 Seconds West, 249.58 feet to a 5/8" iron rod with cap stamped "Jones Carter" set in the northerly Right-of-Way line of Kaufman Street;

**THENCE** North 50 Degrees 55 Minutes 38 Seconds West, along the northerly right-of-way line of Kaufman Street, a distance of 931.92 feet to the **POINT OF BEGINNING** and containing 1,141,940 square feet or 26.215 acres of land more or less.

## EXHIBIT 2

### NOTICE OF PUBLIC HEARING OF THE CITY OF SEAGOVILLE, TEXAS TO CONSIDER THE ADVISABILITY OF THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT TO MAKE CERTAIN IMPROVEMENTS OVER CERTAIN PROPERTY LOCATED WITHIN THE CITY.

NOTICE IS HEREBY GIVEN THAT the City Council (the “City Council”) of the City of Seagoville, Texas (the “City”), pursuant to Chapter 372 of the Texas Local Government Code, as amended (the “Act”), will hold a public hearing at 7:00 P.M. on November 20, 2023, in the City Council Chamber at Seagoville City Hall, 702 N. Highway 175, Seagoville, Texas, 75159 for the purpose of considering the establishment by the City of a public improvement district to be located within the City.

In accordance with the Act, the City Council has received a petition (the “Petition”) from certain property owners within the City (the “Petitioners”), that requests the establishment of a public improvement district (the “PID”). The Petition and the legal description of the property to be included in the PID are on file and open for public inspection in the office of the City Secretary at Seagoville City Hall, 702 N. Highway 175, Seagoville, Texas, 75159. The public hearing is being held with respect to the advisability of creating the PID and the improvements to be made therein.

**GENERAL NATURE OF THE AUTHORIZED IMPROVEMENTS:** The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) design, construction and other allowed costs related to street and roadway improvements, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to water, wastewater and drainage (including storm drainage and detention) improvements and facilities, (iii) design, construction and other allowed costs related to parks, open space and recreational improvements, including trails and landscaping related thereto; (iv) design, construction and other allowed costs related to projects similar to those listed in sections (i) – (iii) above authorized by the Act, including similar off-site projects that provide a benefit to the Property; (v) acquisition, by purchase or otherwise of real property in connection with an Authorized Improvement; (vi) payment of expenses incurred in the establishment, administration, and operation of the District and (vii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property within the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

**ESTIMATED COST OF THE AUTHORIZED IMPROVEMENTS:** The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is \$225,000,000. The City will pay no costs of the Authorized Improvements, from funds other than assessments levied on

property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.

**PROPOSED METHOD OF ASSESSMENT:** The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.

**PROPOSED APPORTIONMENT OF COSTS BETWEEN THE CITY AND THE PID:** The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the PID and from other sources of funds available to the Petitioners.

**BOUNDARIES OF THE PROPOSED PID:** Approximately 565.225 acres of land within the City of Seagoville, Kaufman County, Texas, said property being generally located \_\_\_\_\_ . **A metes and bounds description is available for inspection at the offices of the City Secretary at the location described above.**

All interested persons are invited to attend such public hearing to express their views with respect to the establishment of the PID and the Authorized Improvements to be made therein.

This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

THE CITY OF SEAGOVILLE, TEXAS





TO: Mayor and City Council  
FROM: Allen Grimes, Councilmember  
DATE: October 16, 2023  
ITEM: 18  
DESCRIPTION: Discuss driveway regulations on residential properties.

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**INTRODUCTION**

Councilmember Grimes requested the item to be placed on the agenda for discussion.



TO: Mayor and City Council  
FROM: Jose Hernandez, Councilmember  
DATE: October 16, 2023  
ITEM: 19  
DESCRIPTION: Discuss and consider additional dates to designate as holiday for November and December of 2023, and/or January of 2024.

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**INTRODUCTION**

Councilmember Hernandez requested the item to be placed on the agenda for discussion and consideration.



TO: Mayor and City Council  
FROM: Jose Hernandez, Councilmember  
DATE: October 16, 2023  
ITEM: 20  
DESCRIPTION: Discuss the evaluation process and related form for the City Manager, City Attorney, and City Secretary.

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**INTRODUCTION**

Councilmember Hernandez requested the item to be placed on the agenda for discussion.