



City of Seagoville Meeting Agenda City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, November 20, 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 regarding Frontier Waste Solutions service rate increase.
4. Adjourn

REGULAR SESSION – 7:00 PM

5. Call to Order
6. Invocation
7. Pledge of Allegiance
8. Mayor's Report
9. 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

10. Consider approving the City Council meeting minutes: November 6, 2023.
11. Consider a Resolution authorizing the purchase of three (3) 2024 Ford Interceptor police vehicles with all required equipment in an amount not to exceed two hundred fifty-six thousand, four hundred forty-five dollars and eighty-four cents (\$256,445.84) from Holiday Ford through the Tarrant County Cooperative Purchasing Program.
12. Consider a Resolution approving a cleaning services agreement with KCom Cleaning Services, LLC for cleaning and sanitizing services for the Seagoville City Hall and the Seagoville Senior Citizen Center, in an amount not to exceed thirty-eight thousand and zero cents (\$38,400.00).

Public Hearing

13. Conduct a public hearing on the creation of the Santorini Public Improvement District within the City of Seagoville.

Regular Agenda

14. Discuss and consider a Resolution authorizing and creating a public improvement district in the City of Seagoville referred to as Santorini Public Improvement District in accordance with chapter 372 of the Texas Local Government Code.
15. Discuss and consider a Resolution approving a First Amendment to the Santorini Development Agreement relating to the Santorini Public Improvement District; and enacting other provisions relating thereto.
16. Discuss and consider a Resolution casting a vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District.
17. Discuss and consider approving the evaluation forms for the City Attorney, and City Secretary.
18. **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.
19. **Discuss future agenda items.**

EXECUTIVE SESSION

20. The City Council will convene into closed Executive Session pursuant to Texas Govt. Code Section 551.071 – Consultation with Attorney, to seek legal advice about pending litigation or a settlement offer, to wit:
 - A. City of Seagoville v. Estate of Haroldiene M. Charba, et al , Cause No. 113839-CC in the County Court at Law of Kaufman County, Texas.
 - B. City of Seagoville v. Francisco Miranda, et all, Cause No. 114508-CC in the County Court at Law of Kaufman County, Texas.

REGULAR SESSION

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

22. 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 16th day of November 2023, by 5 p.m.

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:

- City Facilities Closed Due to Thanksgiving Holiday:
 - Wednesday, November 22, 2023
 - Thursday, November 23, 2023
 - *Friday, November 24, 2023 (Regularly Closed)*
- Monday, December 4, 2023, Regular City Council Meeting



TO: Mayor and City Council
FROM: Mamata Bhandari, Director of Health
DATE: November 20, 2023
ITEM: 3
DESCRIPTION: Receive a presentation regarding Frontier Waste Solutions service rate increase.

INTRODUCTION

Receive a presentation regarding waste service rates and comparison to the Consumer Price Index (CPI).

BACKGROUND

Per Solid Waste Collection and Disposal Agreement dated 8.19.2022, between Frontier Waste and City of Seagoville, per section 5.2. Modification of Rates, Base rate adjustment per CPI.

FINANCIAL IMPACT

Increase in rates based on the difference between the CPI in October 2022 and September 2023, the difference in the CPI is 6.4%.

RECOMMENDATION

N/A

ATTACHMENTS

1. Rate Sheet Information
2. CPI for All Urban Consumers (CPI-U)

City of Seagoville Trash Rate Increase

Effective Date: February 1, 2024

CPI Current (09/2023)	597.00
CPI Former (10/2022)	561.09
CPI Variance	35.91
CPI Adjustment %	6.40%

6.40% Total Increase

Current Handload

Residential	\$ 14.68
Senior	\$ 12.68
Addtl MSW Cart	\$ 7.00
Addtl Rcy Cart	\$ 3.00
Commercial	\$ 21.00
Addtl Comm Cart	\$ 14.00

New Handload Rates

Residential	\$ 0.94	\$ 15.62
Senior	\$ 0.81	\$ 13.49
Addtl MSW Cart	\$ 0.45	\$ 7.45
Addtl Rcy Cart	\$ 0.19	\$ 3.19
Commercial	\$ 1.34	\$ 22.34
Addtl Comm Cart	\$ 0.90	\$ 14.90

Frontload containers monthly rates

	1x	2x	3x	4x	5x	6x	Extra
2 Yard	\$ 67.84	\$ 120.16	\$ 193.86	\$ 253.70			\$ 28.00
3 Yard	\$ 81.40	\$ 158.96	\$ 215.19	\$ 310.17			\$ 39.00
4 Yard	\$ 93.03	\$ 195.79	\$ 302.40	\$ 393.51	\$ 488.50		\$ 48.00
6 Yard	\$ 139.56	\$ 281.07	\$ 376.75	\$ 484.60	\$ 611.94	\$ 717.05	\$ 60.00
8 Yard	\$ 168.90	\$ 306.15	\$ 484.60	\$ 639.69	\$ 823.85	\$ 975.67	\$ 70.00
6 yd Comp	\$ 324.75	\$ 649.50	\$ 974.25	\$ 1,299.90	\$ 1,623.75	\$ 1,948.50	\$ 100.00

New Frontload containers monthly rates

	1x	2x	3x	4x	5x	6x	Extra
2 Yard	\$ 72.18	\$ 127.85	\$ 206.27	\$ 269.94			\$ 29.79
3 Yard	\$ 86.61	\$ 169.13	\$ 228.96	\$ 330.02			\$ 41.50
4 Yard	\$ 98.98	\$ 208.32	\$ 321.75	\$ 418.69	\$ 519.76		\$ 51.07
6 Yard	\$ 148.49	\$ 299.06	\$ 400.86	\$ 515.61	\$ 651.10	\$ 762.94	\$ 63.84
8 Yard	\$ 179.71	\$ 325.74	\$ 515.61	\$ 680.63	\$ 876.58	\$ 1,038.11	\$ 74.48
6 yd Comp	\$ 345.53	\$ 691.07	\$ 1,036.60	\$ 1,383.09	\$ 1,727.67	\$ 2,073.20	\$ 106.40

Current Roll-off

	Delivery	Daily Rental	Haul Rate	Disposal per Ton
20 yard	\$ 100.00	\$ 6.50	\$ 275.00	\$ 40.00
30 yard	\$ 100.00	\$ 6.50	\$ 275.00	\$ 40.00
40 yard	\$ 100.00	\$ 6.50	\$ 275.00	\$ 40.00
30 SC	Negotiable		\$ 290.00	\$ 40.00
35 SC	Negotiagble		\$ 290.00	\$ 40.00
40 yd Receiving Container	\$ 250.00	NA	\$ 290.00	\$ 40.00

New Roll-off Rates

	Delivery	Daily Rental	Haul Rate	Disposal per Ton
20 yard	\$ 106.40	\$ 6.92	\$ 292.60	\$ 42.56
30 yard	\$ 106.40	\$ 6.92	\$ 292.60	\$ 42.56
40 yard	\$ 106.40	\$ 6.92	\$ 292.60	\$ 42.56
30 SC	Negotiable		\$ 308.56	\$ 42.56
35 SC	Negotiagble		\$ 308.56	\$ 42.56
40 yd Receiving Container	\$ 266.00	NA	\$ 308.56	\$ 42.56

Miscellaneous Fees

Fee

Casters	\$ 5.00
Locks	\$ 5.00
Enclosures	\$ 2.50
Relocate/Block Fee	\$ 75.00
Wash Out	\$ 350.00
Rate per hr Unusual Accumulation	\$ 125.00
Disposal per yard Unusual Accumulation	\$ 10.00

New Miscellaneous Fees

Fee

Casters	\$ 5.32
Locks	\$ 5.32
Enclosures	\$ 2.66
Relocate/Block Fee	\$ 79.80
Wash Out	\$ 372.40
Rate per hr Unusual Accumulation	\$ 133.00
Disposal per yard Unusual Accumulation	\$ 10.64

Disaster Management Rates

Fee

Rate per Hour Rolloff and Container	\$ 100.00
Rate per Hour Grapple	\$ 100.00
Rate per Hour Rearload Truck and Crew	\$ 125.00
Disposal Fee per ton collected	\$ 30.00

Disaster Management Rates

Fee

Rate per Hour Rolloff and Container	\$ 106.40
Rate per Hour Grapple	\$ 106.40
Rate per Hour Rearload Truck and Crew	\$ 133.00
Disposal Fee per ton collected	\$ 31.92

Bureau of Labor Statistics

CPI for All Urban Consumers (CPI-U)

Series Title	Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted
Series ID	CUUR0000SEHG02
Seasonality	Not Seasonally Adjusted
Survey Name	CPI for All Urban Consumers (CPI-U)
Measure Data Type	Garbage and trash collection
Area	U.S. city average
Item	Garbage and trash collection

Year	Period	Label	Observation Value
2022	M10	2022 Oct	561.09
2022	M11	2022 Nov	563.82
2022	M12	2022 Dec	565.19
2023	M01	2023 Jan	570.41
2023	M02	2023 Feb	575.70
2023	M03	2023 Mar	576.77
2023	M04	2023 Apr	580.12
2023	M05	2023 May	587.43
2023	M06	2023 Jun	589.81
2023	M07	2023 Jul	596.17
2023	M08	2023 Aug	597.35
2023	M09	2023 Sep	597.00

6.4%



TO: Mayor and City Council
FROM: Sara Egan, City Secretary
DATE: November 20, 2023
ITEM: 10
DESCRIPTION: Consider approving the City Council meeting minutes: November 6, 2023.

RECOMMENDATION

Recommend approval of the meeting minutes.

ATTACHMENTS

1. November 6, 2023 Minutes



City of Seagoville

Meeting Agenda

Minutes

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, November 6, 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, November 6, 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 meeting to order at 6:30 p.m.

2. Discuss Regular Session agenda items.

There were no questions on Consent Agenda items 11 – 20.

Due to a conflict of interest regarding agenda item 22, Mayor Sebastian excused himself from the meeting at 6:31 p.m. and Mayor Pro Tem Magill presided over the meeting.

Director of Community Development Bill Medina will brief the Council on Agenda Item 22.

Mayor Sebastian returned to the Council Chambers to preside over the meeting at 6:37 p.m.

Director of Community Development Bill Medina briefed the Council on agenda item 23.

Director of Finance Gail French briefed the Council on agenda item 24.

3. Receive a presentation of the 4th Quarter Financial Report for Fiscal Year End 2023.

Director of Finance Gail French provided the presentation.

2. Discuss Regular Session agenda items. (Continued)

Support Services Manager Christine Wirth briefed the Council on agenda item 25.

Director of Public Works Chris Ryan briefed the Council on agenda item 26.

4. Adjourn

Mayor Sebastian adjourned the Work Session at 6:53 p.m.

REGULAR SESSION – 7:00 PM

5. Call to Order

Mayor Sebastian called the Regular Session to order at 7:07 p.m.

6. Invocation

Mayor Pro Tem Magill led the invocation.

7. Pledge of Allegiance

City Council led the pledge of allegiance.

8. Presentation of the Citizen Recognition Award.

Police Chief Ray Calverley will present the award to former Councilmember Mike Fruin.

9. Mayor's Report

- Last week's rainfall caused flooding. Fire, Police, and Public Works Departments provided emergency services that resulted in two evacuations.

- A number of businesses and restaurants are now open.

10. Citizen's Comments

1. Ed Rasmussen, Seagoville, TX, spoke in opposition of Agenda Item 22 referenced as 2023-037 PD.
2. Patricia Rasmussen, Seagoville, TX, spoke in opposition of Agenda Item 22 referenced as 2023-037 PD.
3. Patricia Rasmussen on behalf of Bobby and Teresa Works, Seagoville, TX, spoke in opposition of Agenda Item 22 referenced as 2023-037 PD.

City Manager Patrick Stallings stated that all required notices were sent as required by law.

Consent Agenda

Mayor Pro Tem Magill made a motion to approve Consent Agenda Items 11-20, seconded by Councilmember Epps. The motion passed by a unanimous vote (5/0).

11. Consider approving the following City Council meeting minutes: October 16, 2023.

12. Consider a Resolution authorizing the purchase of a 2024 Peterbilt 548 dump truck in an amount not to exceed one hundred eighty thousand six hundred eighty dollars and fifty-four cents (\$180,680.54), from Rush Truck Center.

Resolution No. 79-R-2023

13. Consider a Resolution authorizing the purchase of a 2023 4x4 Ford F-150 crew cab truck in an amount not to exceed fifty-five thousand nine hundred sixty-one dollars and four cents (\$55,961.04), from Rush Truck Center.

Resolution No. 80-R-2023

14. Consider a Resolution approving Work Order No. 10, under the Master Agreement for Professional Services with Garver, LLC, for provision of on-call development plan review services, Project No. 2302282; in an amount not to exceed forty-five thousand dollars and zero cents (\$45,000.00).

Resolution No. 81-R-2023

15. Consider a Resolution approving Work Order No. 11, under the Master Agreement for Professional Services with Garver LLC, for provision of on-call consultation services related to water and wastewater engineering services, Project No. 21W05076; in an amount not to exceed twenty-five thousand dollars and zero cents (\$25,000.00).

Resolution No. 82-R-2023

16. Consider a Resolution approving an agreement for Professional Services with Halff Associates Inc. on a task order basis for on-call consultation services related to water and wastewater engineering services, in an amount not to exceed sixty thousand dollars and zero cents (\$60,000.00).

Resolution No. 83-R-2023

17. Consider a Resolution approving an agreement for Professional Services with Halff Associates Inc. on a task order basis for assistance with the storm water management plan, in an amount to exceed sixty-six thousand dollars (\$66,000.00).

Resolution No. 84-R-2023

18. Consider approving a Resolution approving and ratifying the emergency replacement of the guardrail on Water Street; and authorizing the City Manager to make payment to Fireman Excavating Inc. in an amount not to exceed thirty-five thousand dollars and zero cents (\$35,000.00).

Resolution No. 85-R-2023

- 19. Consider a Resolution approving and ratifying the Seagoville Economic Development Corporation approval of the one-year extension of the Professional Services Agreement with The Retail Coach, LLC, in an amount not to exceed seventeen thousand dollars and zero cents (\$17,000.00).**

Resolution No. 86-R-2023

- 20. Consider a Resolution approving and ratifying the Seagoville Economic Development Corporation approval of the one-year extension of the Professional Services Agreement with Impact DataSource, LLC, for the purposes of providing a program to assist in development strategy in an amount not to exceed six thousand six hundred and fifteen and zero cents (\$6,615.00).**

Resolution No. 87-R-2023

Regular Agenda

- 21. Conduct an interview of a board applicant and consider an appointment to fill a vacancy to the Library Board, Place 3, with a term expiring June 30, 2025.**

City Secretary Sara Egan briefed the Council and introduced Mr. Jorge Mata Otreo.

Councilmember Hernandez made a motion to appoint Mr. Otero, seconded by Mayor Pro Tem Magill. The motion passed by a unanimous vote (5/0).

Due to a conflict of interest regarding Agenda Item 22, Mayor Sebastian excused himself from the meeting at 7:27 p.m. and Mayor Pro Tem Magill presided over the meeting.

City Council convened into closed Executive Session at 7:27 p.m. pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the City Attorney regarding Agenda Item 22. City Council reconvened into Regular Session at 7:53 p.m.

- 22. Discuss 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.**

Councilmember Hernandez made a motion to approve item 22, seconded by Councilmember Epps. The motion passed by a unanimous vote (5/0).

Ordinance No. 33-2023

Mayor Sebastian returned to the Council Chambers to preside over the meeting at 7:54 p.m.

- 23. Discuss and consider approving an Ordinance amending the Code of Ordinances at Chapter 17 "Traffic", Article 17.04 "Parking, Stopping, or Standing," Division 3, "Boats, Trailers, Recreational Vehicles and Campers." By amending sections 17.04.091 "Definitions" and 17.04.092 "Parking on Residential Property; Parking facilities for nonresidential uses"; providing for a severability clause; providing a penalty of fine not to exceed the sum of two hundred dollars (\$200.00) for each offense; and providing an effective date.**

Councilmember Epps made a motion to approve item 23, seconded by Councilmember Howard. The motion passed by a unanimous vote (5/0).

Ordinance No. 34-2023

- 24. Discuss and consider a Resolution approving the purchase of 6.5 acres of land being part of WM Peters Survey, tracts 35.02 and 35.04, property ID's 187223 and 51233, City of Kaufman, Texas ("property") by the Kaufman Central Appraisal District pursuant to the Purchase and Sale Agreement between Kaufman Central Appraisal District and the Kaufman Independent School District and the construction of and related financing of a building pursuant to a Lease Purchase Agreement as required by Texas Tax Code §6.051(b).**

Mayor Pro Tem Magill made a motion to approve item 24, seconded by Councilmember Howard. The motion passed by a unanimous vote (5/0).

Resolution No. 88-R-2023

- 25. Discuss and consider approving a Resolution authorizing the City Manager to enter into a Lease Agreement with Skybeam, LLC dba Rise Broadband; and approving the terms and conditions of the agreement.**

Councilmember Epps made a motion to approve item 25, seconded by Mayor Pro Tem Magill. The motion passed by a unanimous vote (5/0).

Resolution No. 89-R-2023

- 26. Discuss and consider approving a Resolution awarding a bid contract to Meyson LLC for the construction of Bruce Central Park Pedestrian Bridge Removal and Replacement, in an amount not to exceed one hundred thousand five hundred ninety-nine dollars (\$116,599.00).**

Councilmember Epps made a motion to approve item 26, seconded by Councilmember Howard. The motion passed by a unanimous vote (5/0).

Resolution No. 90-R-2023

- 27. Discuss and consider a Resolution approving the Second Amendment to the Stonehaven Development Agreement by and between Meritage Homes of Texas, LLC and the City of Seagoville; authorizing the City Manager to execute the same.**

Mayor Pro Tem Magill made a motion to approve item 27, seconded by Councilmember Epps. The motion passed by a unanimous vote (5/0).

Resolution No. 91-R-2023

- 28. Discuss and consider a Resolution accepting the amended and restated petition for and calling for a public hearing on the creation of Stonehaven Public Improvement District within the City of Seagoville.**

Councilmember Epps made a motion to approve item 28, seconded by Councilmember Grimes. The motion passed by a unanimous vote (5/0).

Resolution No. 92-R-2023

- 29. Discuss the drafted evaluation forms for the City Manager, City Attorney, and City Secretary.**

This agenda item was requested by Councilmember Hernandez for discussion. City Council discussed changes to the City Attorney and City Secretary evaluation forms.

- 30. Items of community interest and councilmember reports.**

Councilmember Grimes reported on the success of the Street Dance event.

- 31. Discuss future agenda items.**

No requests for future agenda items.

Mayor Sebastian recessed the Regular Session at 8:20 p.m.

EXECUTIVE SESSION

32. 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 pending or contemplated litigation.

Mayor Sebastian adjourned the Executive Session at 8:30 p.m.

REGULAR SESSION

Mayor Sebastian reconvened into the Regular Session at 8:31 p.m.

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

There was no action as a result of Executive Session.

34. Adjourn

There being no further business before the City Council, the meeting was adjourned at 8:31 p.m.

APPROVED:

ATTEST:

Lackey Stepper Sebastian, Mayor

Sara Egan, City Secretary



TO: Mayor and City Council
FROM: Ray Calverley, Police Chief
DATE: November 20, 2023
ITEM: 11
DESCRIPTION: Consider a Resolution authorizing the purchase of three (3) 2024 Ford Interceptor police vehicles with all required equipment in an amount not to exceed two hundred fifty-six thousand, four hundred forty-five dollars and eighty-four cents (\$256,445.84) from Holiday Ford through the Tarrant County Cooperative Purchasing Program.

INTRODUCTION

The purpose of this item is to purchase three new 2024 Ford Interceptor SUV style police package vehicles complete with all necessary emergency and communications equipment, departmental graphics, 4RE 360-degree cameras systems, computer systems radar units and all other associated accessories.

BACKGROUND

This purchase will enhance our fleet of marked vehicles and minimize maintenance costs that are associated with older higher mileage vehicles.

One of the three vehicles will have the traditional black and white paint scheme with the traditional graphics, while the other two will be solid black with subdued graphics. These vehicles will be added to our fleet of marked vehicles and utilized in the patrol division.

The quote for the purchase of these Ford Police Interceptor SUVs, as well as the purchase of all emergency equipment, installation of all emergency and communication equipment is through (Holiday Chevrolet) obtained through Defender Supply and the Tarrant County cooperative purchasing contract, under contract number (2020-0174).

As a friendly reminder, when purchasing goods and services through an established cooperative purchasing program such as the Tarrant County contract, which we are a part of, all purchasing requirements have been satisfied without having to obtain three (3) competitive bids.



FINANCIAL IMPACT

Breakdown of this purchase:

- Traditional Black & White:
 - One 2024 Ford Police Interceptor with the traditional black and white paint scheme and traditional graphics, professional installation of all emergency equipment, communication and computer systems, radar and camera system. \$87,891.02
- Subdued Vehicles:
 - Two 2024 Ford Police Interceptors solid black with subdued graphics, professional installation of all integrated emergency equipment, communication and computer systems, radar and camera system. \$168,554.84
- Total cost for these vehicles, all necessary equipment, professional installation of all equipment total cost: \$256,445.86

RECOMMENDATION

The Police Department recommends that Council approve this purchase to help maintain a safe and reliable fleet of vehicles for our Patrol Division.

ATTACHMENTS

1. Resolution

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. #

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF THREE 2024 FORD INTERCEPTOR POLICE SUV VEHICLES AT A TOTAL COST OF \$256,445.86 FROM HOLIDAY FORD; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council, in the FY 2023/2024 Police Department Budget authorized the purchase of three Chevrolet Tahoe police vehicles; and

WHEREAS, through the Tarrant County cooperative purchasing program under contract number (2022-200 and 2023-016) these items have been bid in accordance with all applicable bidding statutes and policies; and

WHEREAS, the City Council has determined that Holiday Ford has met all bid specifications and is the lowest and most responsive bid.

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

SECTION 1. That the City Council hereby authorizes the purchase of three Chevrolet Tahoe police vehicles totaling \$256,445.86 from Holiday Ford and authorizes the City Manager to disburse the funds.

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

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

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this 20th day of November, 2023.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: November 20, 2023

ITEM: 12

DESCRIPTION: Discuss and consider approving an agreement between the City of Seagoville and Kcom Cleaning Services, LLC, approving a contract for cleaning services on a defined scope of services, in an amount not to exceed \$38,400.00 on an annual basis; authorizing the city manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date.

INTRODUCTION

Staff is seeking approval for an agreement for cleaning services with Kcom Cleaning Services, LLC..

BACKGROUND

The attached professional services agreement in the amount of \$38,400.00 consists of cleaning services for Seagoville City Hall and the Senior Center. Kcom will perform the following tasks:

- Daily:
 - Empty trash cans and replace liners.
 - Clean and sanitize bathrooms, fill toilet tissue and paper towels.
 - Wipe and sanitize kitchen, counters, tables, refrigerator, stove, and other work surfaces.
 - Vacuum carpets, sweep, and mop floors.
 - Empty shredder paper clippings.

- Weekly:
 - Clean windows
 - Shine foyer floor as needed.
 - Clean, dust, and sanitize printers, Council Chamber monitors, chairs, and desks.
 - Clean, dust, shine, and sanitize tables and other office equipment.
 - Sweep outside of front entrances and remove trash from outside trash bins.
 - Pull garbage bins out to the curb for collection.
 - Retrieve garbage bins.

FINANCIAL IMPACT

The amount for the proposed professional services agreement is in the amount of \$38,400.00 annually, with two, one-year extensions.



RECOMMENDATION

Staff recommends approval of the proposed agreement.

ATTACHMENTS

1. Resolution
2. Service Agreement
3. Cleaning Checklist

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A CLEANING SERVICES AGREEMENT WITH KCOM CLEANING SERVICES, LLC FOR CLEANING AND SANITIZING SERVICES FOR THE SEAGOVILLE CITY HALL AND THE SEAGOVILLE SENIOR CITIZEN CENTER, AS SET FORTH IN THE ATTACHED EXHIBIT "A", IN AN AMOUNT NOT TO EXCEED \$38,400.00; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville ("City") has previously contracted with KCom Cleaning Services, LLC to perform the cleaning of the City Hall and the Seagoville Senior Citizens Center; and

WHEREAS, City staff has determined that renewing that agreement with entering into the Agreement with KCom Cleaning Services, LLC at the same annual compensation rate will be advantageous to the City; and

WHEREAS, the City Council for the City of Seagoville, Texas finds it to be in the best interest of the City to approve the Agreement with the Contractor to perform the services set forth in Exhibit A in an amount not to exceed Thirty-Eight Thousand Four Hundred Dollars and no cents (\$38,400.00), and authorizes the City Manager to execute the same;

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

Section 1. The City Council hereby approves the Cleaning Services Agreement with KCom Cleaning Services, LLC, to perform professional cleaning and sanitizing services at the City Hall and Senior Citizen Center as set forth in the Agreement, which is attached hereto as Exhibit "A", in an amount not to exceed Thirty-Eight Thousand Four Hundred Dollars and no cents (\$38,400.00) per twelve month period, and authorizes the City Manager to execute the same.

Section 2. That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

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

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

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this ____ day of November, 2023.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
4884-6143-2720, v. 1

EXHIBIT A
[KCom Contract]

4884-6143-2720, v. 1

**Article IV
Compensation**

The City shall compensate Contractor \$3,200.00 per full month of services, not to exceed Thirty-Eight Thousand, Four Hundred Dollars and no cents (\$38,400.00) for the term, or any renewal term, of this Agreement. City agrees to process invoices for payment within ten (10) business days of receipt thereof by City.

**Article V
Suspension of Work**

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

**Article VI
Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Professional may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

**Article VII
Insurance**

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of City general liability insurance coverage in an amount of at least \$1,000,000.00., naming City as an additional insured. Contractor shall provide a signed Certificate of Insurance verifying that Contractor has obtained the required insurance coverage for the City prior to the Effective Date of this Agreement.

**Article VIII
Termination**

The City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice to the other Party. In the event of such termination, Contractor shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**Article IX
Indemnification**

9.1 **CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY; AND EACH OF ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES; FROM ANY AND ALL SUITS, ACTIONS, CLAIMS, LOSSES, OF DAMAGES OF ANY CHARACTER AND FROM ALL EXPENSES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS OR CLAIMS BASED UPON, ALLEGED TO BE BASED UPON, OR ARISING OUT OF (1) ANY INJURY, DISEASE, SICKNESS, OR DEATH OF ANY PERSON OR PERSONS, (2) ANY DAMAGES TO ANY PROPERTY INCLUDING LOSS OF USE THEREOF, CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION OF CONTRACTOR, OR ANY SUBCONTRACTOR OF THE CONTRACTOR, OR BY THEIR OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR ANYONE ELSE UNDER CONTRACTOR'S DIRECTION AND CONTROL, (2) ANY DAMAGES TO ANY PROPERTY INCLUDING LOSS OF USE THEREOF, CAUSED, IN WHOLE OR IN PART, BY ANY ACT OR OMISSION OF CONTRACTOR, OR ANY SUBCONTRACTOR OF THE CONTRACTOR, OR BY THEIR OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR ANYONE ELSE UNDER THE CONTRACTOR'S DIRECTION AND CONTROL, AND/OR ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY THE PERFORMANCE OF ANY WORK OR SERVICES CALLED FOR BY THE CONTRACT OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES, BUT NOT INCLUDING THE SOLE NEGLIGENCE OF ANY PARTY HEREIN INDEMNIFIED.**

9.2 **IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR OR ANY SUBCONTRACTOR UNDER WORKMAN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.**

Article X Miscellaneous

10.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

10.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

10.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

10.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

10.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

10.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

10.7 Independent Contractor. It is understood and agreed by and between the Parties that Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

10.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Seagoville, Texas
Attn: City Manager
702 N. Hwy 175
Seagoville, Texas 75159

With a copy to:

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

If intended for Contractor:

Kcom Cleaning Service, LLC
1736 N. Galloway Avenue, No. 1006
Mesquite, Texas

10.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

10.10 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

10.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

10.15 No Boycott of Israel. Contractor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

10.16 Employment of Undocumented Workers. During the term of this Agreement, Company agrees to not knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f).

Signature page to follow

EXECUTED this _____ day of _____, 2023.

CITY OF SEAGOVILLE, TEXAS

By: _____
Pat Stallings, City Manager

Approved as to form:

By: _____
Victoria Thomas, City Attorney
4882-8809-0000, v. 1

EXECUTED this _____ day of _____, 2023.

KCOM CLEANING SERVICES, LLC

By: _____

Name: Demetrius Berry

Title: Managing Member
4882-8809-0000, v. 1

KCOM'S

Cleaning Checklist

DAILY TASKS

- Empty trash cans and replace liners.
- Clean and sanitize bathrooms, fill toilet tissue and paper towels
- Wipe down and sanitize kitchen, counter, table, refrigerator stove and other work surfaces.
- Vacuum carpets, sweep, and mop floors.
- Empty shredder.

WEEKLY TASKS

- Clean windows/shine foyer floor (when needed)
- Clean, dust and sanitize printers, court room monitors, chairs and desk.
- Clean, dust, shine and sanitize tables and other shared office equipment.
- Sweep outside front entrance and take trash from back and front entrance, clean spider webs.
- Pull garbage out on Tuesdays.

Location: 702 US-175 Frontage Rd Seagoville, Tx 75159
304 E Farmers Rd Seagoville, Tx 75159
Service fee monthly: \$3200.00





TO: Mayor and City Council
FROM: Victoria Thomas, City Attorney
DATE: November 20, 2023
ITEM: 13
DESCRIPTION: Conduct a public hearing on the creation of the Santorini Public Improvement District within the City of Seagoville.

INTRODUCTION

The purpose of this item is to allow for the public to provide comments.



TO: Mayor and City Council
FROM: Victoria Thomas, City Attorney
DATE: November 20, 2023
ITEM: 14
DESCRIPTION: Discuss and consider a Resolution authorizing and creating a public improvement district in the City of Seagoville referred to as Santorini Public Improvement District in accordance with chapter 372 of the Texas Local Government Code.

INTRODUCTION

The purpose of this item is to authorize and create a public improvement district in the City of Seagoville referred to as Santorini Public Improvement District.

BACKGROUND

The City of Seagoville is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "Act"), to create a public improvement district ("PID") within its corporate limits. On October 16, 2023, the City Council accepted the Petition and called a public hearing for November 20, 2023, on the creation of the District and the advisability of the improvements.

Notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located, in accordance with the Act. Notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on November 20, 2023.

RECOMMENDATION

This item has been prepared by the legal team for approval.

ATTACHMENTS

1. Resolution with Exhibit

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING AND CREATING A PUBLIC IMPROVEMENT DISTRICT IN THE CITY OF SEAGOVILLE IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville, Texas (the "*City*"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "*Act*"), to create a public improvement district ("*PID*") within its corporate limits; and

WHEREAS, the City received a petition from the owner of property within the corporate limits of the City (the "*Petitioner*"), requesting the establishment of a PID (to be known as the "*Santorini Public Improvement District*") (the "*District*") within the corporate limits of the City, such District to include the property described by metes and bounds in Exhibit A (the "*Property*"), each attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council of the City (the "*City Council*") received the Petition which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the District that is liable for assessment, and as such, the Petition complies with the Act; and

WHEREAS, on October 16, 2023, the City Council accepted the Petition and called a public hearing for November 20, 2023, on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located, in accordance with the Act; and,

WHEREAS, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on November 20, 2023; and

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

SECTION 1. That the findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. That the Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with the Act.

SECTION 3. That pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition at the public hearing on November 20, 2031, hereby finds and declares:

- (a) *Advisability of the Proposed Improvements.* It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.
- (b) *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.
- (c) *Estimated Costs of the Authorized Improvements and Apportionment of Costs.* 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.
- (d) *Boundaries of the District.* Approximately 565.225 acres of land within the City of Seagoville, Kaufman County, Texas, said property being generally located south and adjacent to HWY 175 between Bluff Road in Dallas County to FM 1389 in Kaufman County and continuing south to almost where Bois D Arc Road to Combine Road. The boundaries of the District are set forth in Exhibit A attached hereto.
- (e) *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.

- (f) *Apportionment of Cost Between the District and the City.* 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 available to the Petitioner.
- (g) *Management of the District.* The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- (h) *Advisory Board.* The District shall be managed without the creation of an advisory body.

SECTION 4. That the Santorini Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 6. That City staff is directed to cause to be prepared a Service and Assessment Plan for the District and to present it to the City Council for review and approval.

SECTION 7. That this Resolution shall take effect immediately from and after its passage, as required by law.

DULY RESOLVED by the City Council of the City of Seagoville, Texas, on the 20th day of November, 2022.

Lackey Stepper Sebastian
Mayor

ATTEST:

City Secretary

STATE OF TEXAS §

COUNTY OF DALLAS §

Before me, the undersigned authority, on this day personally appeared Lackey Stepper Sebastian, Mayor of the City of Seagoville, Texas, known to me to be such persons who signed the above and acknowledged to me that such persons executed the above and foregoing Resolution in my presence for the purposes stated therein.

Given under my hand and seal of office this _____.

Notary Public, State of Texas

[NOTARY STAMP]

EXHIBIT A

LEGAL #1
SOUTH TRACT NO. 1

BEING a 187.56 acre tract of land situated in the John D. Merchant Survey, Abstract No. 850, Dallas County, Texas, John D. Merchant Survey, Abstract No. 310, Kaufman County, Texas, being part of a 333.291 acre tract, described in deed to Megatel Homes III, LLC., recorded in Volume 6772, Page 220, Deed Records Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a point for the west corner of said 333.291 acre tract 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, 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 333.291 acre tract 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 333.291 acre tract, 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 333.291 acre, 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 1,258.58 feet to point for corner;

THENCE South 82 Degrees 16 Minutes 34 Seconds East a distance of 1,074.15 feet to a point in the west line of a 11.304 acre tract conveyed to Texas Power & Light Company in Volume 470, Page 342 of the Deed Records of Kaufman County, Texas (D.R.K.C.T.);

THENCE South 14 Degrees 09 Minutes 54 Seconds East, at 1,857.13 feet pass a point for the southwest corner of said 11.304 acres, northwest corner of a called 9.017 acre tract conveyed to Texas Power & Light Company in Volume 470, Page 340 D.R.K.C.T. and continue a total distance of 3,397.19 feet;

THENCE South 00 Degrees 30 Minutes 57 Seconds East, along the common line between said 333.291 acre tract 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 333.291 acre tract and the northwesterly line of a tract of land described in deed to Seagoville Laguna Azure, LLC, recorded in Volume 6910, Page 13, 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, 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 333.291 acre tract and being located in the northerly right-of-way line of Kaufman Street;

THENCE along the southerly line of said 333.291 acre tract 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 1,531.97 feet to the **POINT OF BEGINNING** and containing 8,170,031 square feet or 187.56 acres of land more or less.

FIELD NOTES
SOUTH TRACT NO. 2

BEING a 84.43 acre tract of land situated in the John D. Merchant Survey, Abstract No. 310, Kaufman County, Texas, being part of a 333.291 acre tract, described in deed to Megatel Homes III, LLC., recorded in Volume 6772, Page 220, Deed Records Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 3/8" iron rod found for the southeast corner of said 333.291 acre tract, north corner of a tract of land described in a deed to Seagoville Laguna Azure, LLC recorded in Volume 6910, Page 13 D.R.K.C.T. and in the west right-of-way of Farm to Market Road 1389;

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 333.291 acre tract and the northwesterly line of said Laguna tract., 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 333.291 acre tract 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 333.291 acre tract 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 North 14 Degrees 09 Minutes 54 Seconds West, across said 333.291 acre tract, a distance of 1063.24 feet to a point in the north line of same, in the south right-of-way of U.S Highway No. 175;

THENCE South 76 Degrees 05 Minutes 02 Seconds East, a distance of 571.28 feet to a point for corner;

THENCE over and across said 333.291 acre tract the following courses;

South 58 Degrees 54 Minutes 58 Seconds West, 14.14 feet to a point for corner;

South 13 Degrees 54 Minutes 58 Seconds West, 221.31 feet to a point for corner and the beginning of a curve to the left;

Along with said curve to the left having a central angle of 28 Degrees 00 Minutes 53 Seconds, a radius of 300.00 feet, an arc distance of 146.68 feet and a chord bearing and distance of South 00 Degrees 05 Minutes 28 Seconds East, 145.23 feet;

South 14 Degrees 05 Minutes 54 Seconds East, 859.98 feet to a point for corner and the beginning of a curve to the left;

Along with said curve to the left having a central angle of 67 Degrees 21 Minutes 06 Seconds, a radius of 300.00 feet, an arc distance of 352.65 feet and a chord bearing and distance of South 47 Degrees 46 Minutes 27 Seconds East, 332.70 feet;

South 81 Degrees 27 Minutes 00 Seconds East, 122.18 feet to a point for corner and the beginning of a curve to the left;

Along with said curve to the left having a central angle of 31 Degrees 27 Minutes 01 Seconds, a radius of 400.00 feet, an arc distance of 219.56 feet and a chord bearing and distance of North 82 Degrees 49 Minutes 29 Seconds East, 216.82 feet;

North 67 Degrees 05 Minutes 59 Seconds East, 76.67 feet to a point for corner and the beginning of a curve to the right;

Along with said curve to the right having a central angle of 64 Degrees 18 Minutes 29 Seconds, a radius of 550.00 feet, an arc distance of 617.31 feet and a chord bearing and distance of South 80 Degrees 44 Minutes 47 Seconds East, 585.42 feet and the beginning of a reverse curve to the left;

Along with said reverse curve to the left having a central angle of 26 Degrees 46 Minutes 35 Seconds, a radius of 450.00 feet, an arc distance of 210.30 feet and a chord bearing and distance of South 61 Degrees 58 Minutes 50 Seconds East, 208.39 feet;

South 75 Degrees 22 Minutes 07 Seconds East, 223.01 feet to a point for corner and the beginning of a curve to the right;

Along with said curve to the right having a central angle of 06 Degrees 29 Minutes 43 Seconds, a radius of 1050.00 feet, an arc distance of 119.03 feet and a chord bearing and distance of South 72 Degrees 07 Minutes 15 Seconds East, 118.97 feet;

South 68 Degrees 52 Minutes 24 Seconds East, 164.34 feet to a point for corner;

North 65 Degrees 41 Minutes 37 Seconds East, 14.04 feet to a point for corner in the west right-of-way of said F.M. Highway 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 333.291 acre tract, a distance of 1895.02 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 333.291 acre tract, a distance of 167.95 feet to the **POINT OF BEGINNING** and containing 84.43 acres of land more or less.

SAVE AND EXCEPT the following 2.38 acre tract of land:

BEING a 2.38 acre tract of land situated in the John D. Merchant Survey, Abstract No. 310, Kaufman County, Texas, being part of a 333.291 acre tract, described in deed to Megatel Homes III, LLC., recorded in Volume 6772, Page 220, Deed Records Dallas County, Texas (D.R.D.C.T.), and being more particularly described as follows:

COMMENINC at a 5/8" iron rod found at the most easterly corner of said 333.291 acre tract, the south corner of a called 1.61 acre tract of land described in a deed to Kenneth Michael and Starr Hopkins, recorded in Volume 2242, Page 42, D.R.K.C.T. and in the westerly right-of-way of Farm to Market Road 1389;

THENCE South 20 Degrees 15 Minutes 38 Seconds West, along the westerly right-of-way line of said F.M. Road No 1389 and along the easterly line of said 333.291 acre tract, a distance of 248.91 feet to a point from which a 1/2" capped iron rod found bears South 20 Degrees 15 Minutes 38 Seconds West, continuing along the westerly right-of-way line of said F.M. Road No 1389 and along the easterly line of said 333.291 acre tract, a distance of 1679.40 feet;

THENCE departing the westerly right-of-way line of said F.M. Road No 1389, over and across said 333.291 acre tract, the following course:

North 69 Degrees 44 Minutes 22 Seconds West, a distance of 630.64 feet to the **POINT OF BEGINNING** of said **SAVE AND EXCEPT** tract;

North 79 Degrees 25 Minutes 02 Seconds West, a distance of 405.61 feet to a point for corner;

North 81 Degrees 11 Minutes 41 Seconds West, a distance of 240.19 feet to a point for corner;

North 08 Degrees 48 Minutes 19 Seconds East, a distance of 90.09 feet to a point for corner;

North 67 Degrees 05 Minutes 59 Seconds East, a distance of 76.67 feet to a point for corner and the beginning of a tangent curve to the right;

Southeasterly, along with said tangent curve to the right having a central angle of 64 Degrees 18 Minutes 29 Seconds, a radius of 450.00 feet, an arc distance of 505.08 feet and a chord bearing and distance of South 80 Degrees 44 Minutes 47 Seconds East, 478.98 feet to the beginning of a reverse curve to the left;

Southeasterly, along with said reverse curve to the left having a central angle of 12 Degrees 08 Minutes 46 Seconds, a radius of 550.00 feet, an arc distance of 116.59 feet and a chord bearing and distance of South 54 Degrees 39 Minutes 55 Seconds East, 116.38 feet;

South 10 Degrees 34 Minutes 58 Seconds West, a distance of 87.27 feet to the **POINT OF BEGINNING** and containing 2.38 acres of land more or less.

Bearing system is based on the Texas State Plane Coordinate System, North American Datum of 1983, Texas North Central Zone 4202.

LEGAL #3

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.

LEGAL #4
FIELD NOTES

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°14'05", a Radius of 1030.00 feet, an Arc length of 22.20 feet with the Chord of the curve South 39°53'23" East a distance of 22.20 feet;

THENCE: North 78°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°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°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°16'00", a Radius of 2819.76 feet, an Arc length of 308.41 feet with the Chord of the curve North 54°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°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°46'07" 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 535.28 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 968.76 feet continuing along a Western line of the said 2,314.1631-acre tract to a 5/8-inch iron rod with cap stamped "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 7°52'27", a Radius of 530.00 feet, an Arc length of 72.84 feet with the Chord of the curve South 19°26'03" East a distance of 72.78 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 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 "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 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 81.467-acres of land.

**LEGAL #5
FIELD NOTES**

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 Rodríguez, 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 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. 201200182823 of the Official Public Records of Dallas County, Texas (O.P.R.D.C.T.);

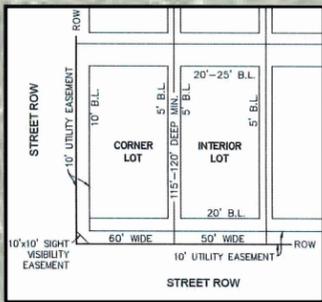
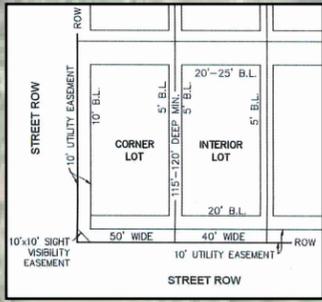
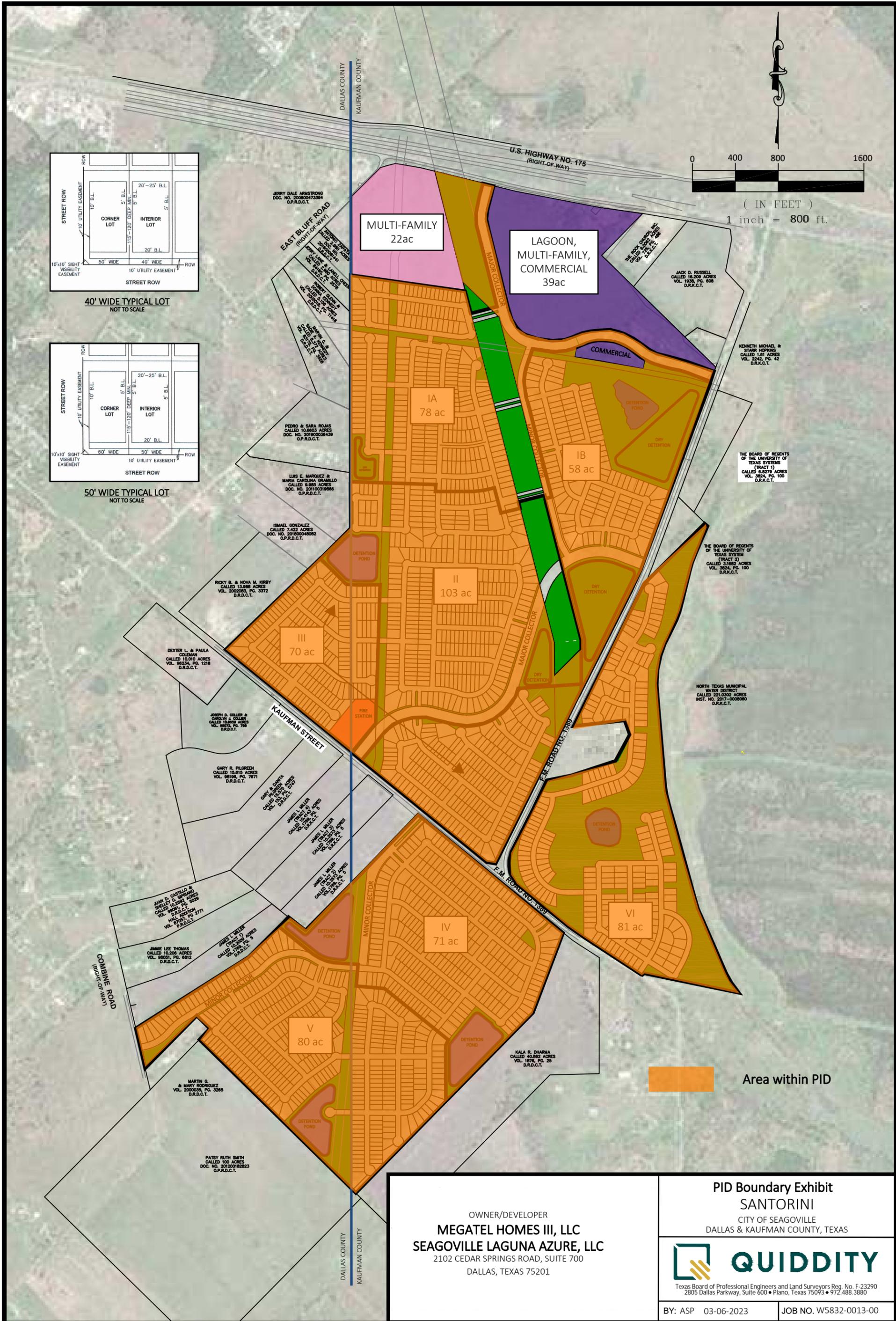
THENCE North 45 Degrees 29 Minutes 25 Seconds West, along the common line bewtween said 100 acre tract a said 150.802 acre tract, a distance of 2045.13 feet to a 5/8" iron rod with cap stamped "Jones Carter" set in the easterly line of a tract of land described in deed to Martin G. and Mary Rodriguez,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

PID Boundary Exhibit



OWNER/DEVELOPER
MEGATEL HOMES III, LLC
SEAGOVILLE LAGUNA AZURE, LLC
2102 CEDAR SPRINGS ROAD, SUITE 700
DALLAS, TEXAS 75201

PID Boundary Exhibit
SANTORINI
CITY OF SEAGOVILLE
DALLAS & KAUFMAN COUNTY, TEXAS

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
2805 Dallas Parkway, Suite 600 • Plano, Texas 75093 • 972.488.3880

BY: ASP 03-06-2023 JOB NO. W5832-0013-00



TO: Mayor and City Council
FROM: Victoria Thomas, City Attorney
DATE: November 20, 2023
ITEM: 15
DESCRIPTION: Discuss and consider a Resolution approving a First Amendment to the Santorini Development Agreement relating to the Santorini Public Improvement District; and enacting other provisions relating thereto.

INTRODUCTION

The purpose of this item is to approve an amendment to the Santorini Development Agreement relating to the Santorini Public Improvement District

BACKGROUND

On December 20, 2021, the City and the Developer entered into that certain Santorini Development Agreement relating to the development of a missed use commercial and residential housing development within the City over which the City created the Santorini Public Improvement District to finance certain public improvements.

The Developer and the City now desire to amend the Agreement again to modify certain terms and provisions as presented.

RECOMMENDATION

This item has been prepared by the legal team for approval.

ATTACHMENTS

1. Resolution
2. First Amendment to Santorini Development Agreement

RESOLUTION NO. _____

A RESOLUTION APPROVING A FIRST AMENDMENT TO THE SANTORINI DEVELOPMENT AGREEMENT RELATING TO THE SANTORINI PUBLIC IMPROVEMENT DISTRICT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, on December 20, 2021, the City and the Developer entered into that certain Santorini Development Agreement (the “Agreement”) relating to the development of a missed use commercial and residential housing development within the City over which the City created the Santorini Public Improvement District to finance certain public improvements; and

WHEREAS, the Developer and the City now desire to amend the Agreement again to modify certain terms and provisions as set forth herein below (the “First Amendment”);

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

Section 1. Findings and Definitions. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes. Capitalized terms not otherwise defined herein shall have the definitions set forth in the Agreement.

Section 2. Approval of Amendment. The City Council hereby approves the First Amendment substantially in the form presented at this meeting and attached hereto as Exhibit A, with such changes as are approved by the City Manager and City Attorney. The Mayor or the City Manager is hereby authorized to execute and deliver the Second Amendment.

Section 3. Effective Date. This resolution shall take effect immediately from and after its passage by the City Council of the City.

INTRODUCED, READ, AND PASSED by the affirmative vote of the City Council of the City of Seagoville, Texas this 20th day of November, 2023.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

FIRST AMENDMENT TO SANTORINI DEVELOPMENT AGREEMENT

**FIRST AMENDMENT
TO THE SANTORINI DEVELOPMENT AGREEMENT**

This First Amendment to the Santorini Development Agreement (this “First Amendment”) is entered into effective as of October ___ 2023, by and between Seagoville Laguna Azure, LLC, a Texas limited liability (the “Developer”), and The City of Seagoville, Texas (the “City”), a home-rule city and municipal corporation, acting by and through its duly authorized representatives. Developer and City may be referred to herein as “Party” and/or collectively as the “Parties”.

RECITALS:

WHEREAS, Developer and the City entered into that certain Santorini Development Agreement, dated effective December 20, 2022 (“Agreement”); and

WHEREAS, unless otherwise specifically defined herein, defined terms used in this First Amendment shall have the meaning provided in the Agreement; and

WHEREAS, Developer and the City desire to amend the Agreement (i) to change the Financing Dates, (ii) to specify the date on which Developer shall convey to the City the land for the City’s fire station, (iii) to specify the date on which Developer shall pay to the City \$1,500,000 for the City’s acquisition of firefighting equipment, (iv) to provide that in conjunction with the City offering its first series of PID Bonds for sale, Developer shall escrow with the City any remaining costs to build the off-site water line and off-site sewer line necessary to serve the Property, (v) to specify the date on which Developer shall escrow with the City the projected costs to acquire any off-site easements necessary to construct the off-site sewer line and off-site waterline, and (vi) to provide penalties in the event Developer fails to complete construction of the hereinafter defined Laguna Improvements by the hereinafter defined Laguna Improvements Completion Date.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, benefits and obligations hereinafter set forth, the Developer and the City hereby agree that the Agreement is amended as follows:

FIRST AMENDMENT TO THE AGREEMENT:

1. Defined Terms:

(a) The following terms previously defined in Article I of the Agreement are hereby amended and restated as follows:

“City Tax Increment” means for any given year beginning with the 2023 tax year, seventy percent (70%) of the ad valorem property taxes levied and collected by the City for that year on the captured appraised value of real property taxable by the City and located within the TIRZ for the term of the TIRZ, as set forth in Article IV herein.”

“Completion of Construction” shall mean, (1) with respect to applicable Public

Improvements, that the City has accepted the respective Public Improvements and confirmed that Final Completion has been reached with respect to such Public Improvements and (2) with respect to the Laguna Improvements have been substantially completed, a final, permanent certificate of occupancy for each component of the Laguna Improvements has been issued, and the Laguna Improvements are open and conducting business during normal business hours.

“Laguna Completion Date” means December 31, 2025.

“Major Component Completion Date” is deleted in its entirety.

“Phase 1 Financing Date” means the date the City levies Assessments on 398 lots within Phase 1 (i.e. Phase IA and Phase IB) of the Property, such date to be no later than June 30, 2024, which date may be extended by written agreement of the Parties.

“Phase 2 Financing Date” means the date the City levies Assessments on the lots in Phase 2 of the Property, such date to be no later than December 31, 2038, which date may be extended by written agreement of the Parties.

“Phase 3 Financing Date” means the date the City levies Assessments on Phase 3 of the Property, such date to be no later than December 31, 2038, which date may be extended by written agreement of the Parties.

“Phase 4 Financing Date” means the date the City levies Assessments on Phase 4 of the Property, such date to be no later than December 31, 2038, which date may be extended by written agreement of the Parties.

“Phase 5 Financing Date” means the date the City levies Assessments on Phase 5 of the Property, such date to be no later than December 31, 2038 which date may be extended by Written agreement of the Parties.

“Phase 6 Financing Date” means the date the City levies Assessments on Phase 6 of the Property, such date to be no later than December 31, 2038 which date may be extended by Written agreement of the Parties

(b) The following terms are hereby added to Article I of the Agreement:

“Laguna Improvements” means collectively the Laguna and all amenities set forth on Exhibit “K” to the Agreement, including all items listed for the Entertainment District and all items listed for the Recreational Area.

“Laguna Improvements Completion Date” means December 31, 2025.

“Off-Site Lines” means those off-site water and sewer improvements depicted in Exhibit M of the Agreement.

2. Article IV County Tax Increment.

The Parties acknowledge that the County declined to participate in the TIRZ, so the County Tax Increment shall be zero, and references to the “County Tax Increment” shall be deleted from the Agreement.

3. The first sentence of Section 3.02 (a) is hereby amended and restated as follows:

“Subject to the terms and conditions set forth in this Article III, the City intends to authorize the issuance of PID Bonds in one or more series (each to coincide with the Developer’s phased development of the single-family portion of the property) up to an aggregate principal amount of \$225,000,000 to reimburse the Public Improvements Project Costs”.

4. Section 3.02 (c) ii is amended and restated as follows:

“(ii) the maximum aggregate par amount of the PID Bonds to be issued by the City shall not exceed \$225,000,000”.

5. Section 3.02 (c)(iii) and (iv) are hereby amended and restated as follows:

(i) “(iii) The Assessments shall be levied at the amount requested by the Developer up to a maximum “tax rate” for each PID Phase, including the projected annual assessment, that shall not (i) exceed \$3.09 per \$100 of assessed value at the time of the levy of the Assessment on each PID Phase based on the Estimated Build Out Value of each PID Phase, such rate limit for each PID Phase as determined at the time of the levy of the Assessments (after the application of the estimated TIRZ Revenues as set forth in the Service and Assessment Plan) applied to each PID Phase by Lot Type based on Estimated Build Out Value; or (ii) exceed the value to lien ratios as set forth below. The Parties acknowledge and agree that the \$3.09 maximum “tax rate” set forth above assumes no reductions in the taxing rates of other taxing jurisdictions within the applicable PID Phase and that should other taxing jurisdictions lower their tax rates, the \$3.09 maximum “tax rate” may not be reached.”

“(iv) The total assessment value to lien ratio is at least the following:

- (a) 1.90:1 for phase specific improvements in Phase 1A at the time of the levy of Assessments;
- (b) 1.90:1 for specific improvements at the time of the issuance of PID Bonds in Phase 1A;
- (c) 2:1 for phase specific improvements all PID Phases (except Phase 1A) at the time of the levy of Assessments;
- (d) 2:1 for specific improvements at the time of the issuance of PID Bonds all PID Phases (except Phase 1A)

- (e) 3:1 for all major improvements at the time of the levy of Assessments; and
- (f) 3:1 for major improvements at the time of issuance of PID Bonds.

All such values shall be confirmed by appraisal from a licensed MAI appraiser. Proceeds of all PID Bonds shall be restricted and shall only be disbursed at a 3:1 lien ratio for each series of PID Bonds or the when the City has issued certificates of occupancy for 100 homes within the assessed are subject to the applicable PID Bonds. After the expiration of three (3) years from the date of issuance of the applicable PID Bond series, if the proceeds have not been released and the City does not have a reasonable expectation that the restricted funds will be released for the purpose for which they were issued within a reasonable timeframe from such date, the City shall have the option to redeem PID Bonds from those unexpended proceeds pursuant to the applicable Indenture. The Developer shall provide to the City, if requested, certifications regarding the building and construction of the development for purposes of the City's obligations under Federal tax law.

The City agrees to consider in good faith reducing the total assessment value to lien ratio below 2:1 for any and all PID Phases beyond Phase 1A at the time of the levy of assessments for such Phase.”

- 6. Section 4.03(b) in hereby deleted. The following new section 3.05 shall replace Section 4.03(b):

“Section 3.05. Deposit of Funds for Fire Fighting Equipment. Simultaneously with the closing of the sale of the first series of PID Bonds for Phase 1 of the development (“First Series of PID Bonds”), Developer shall pay to the City \$1,500,000, which shall be used by the City for purchasing firefighting equipment.

- 7. Section 4.04 is hereby deleted and the following new section 4.04 shall replace Section 4.04:

“Section 4.04. Flow of Funds in Residential TIRZ Account. The City Tax Increment collection within the residential area of the TIRZ shall be deposited as follows:

- i. First, to the Assessment Sub-Account of the Residential TIRZ Account to subsidize Assessments in each year or each PID Phase in order to lower the Annual Installments of the Assessments in each PID Phase to a level that produces an overall tax equivalent tax rate of \$3.09 per \$100 of assessed value for each parcel within the PID Phase as defined in the Service and Assessment Plan; and

- ii. Second, to pay the City administrative costs relating to the TIRZ, including any reasonable third-party administrative costs; and

iii. Third, to the Project Cost Sub-Account of the Commercial TIRZ Account to reimburse the Developer for Public Improvement Project Costs not paid from PID Bond Proceeds in an amount that, together with amounts deposited to the Project Cost Sub-Account of the Commercial TIRZ Account, does not exceed the Project Cost Cap.”

8. Section 7.06 is hereby amended and restated as follows:

“Section 7.06. Land For Fire Station. Simultaneously with the closing of the sale of the First Series of PID Bonds, Developer shall dedicate to the City land for construction of a new fire station . Such dedication shall consist of transfer of title by general warranty deed to a minimum of three (3) acres as shown on Exhibit L.”

9. Section 4.07 is hereby amended and restated as follows:

“Section 4.07. Suspension of Payments/Penalty.

(a) If the Laguna does not reach Completion of Construction by the Laguna Improvements Completion Date, the following shall be suspended until the Laguna Improvements reach Completion of Construction, at which time such activities shall resume:

- all payments from the Commercial TIRZ Account shall be suspended until the Laguna Improvements reach Completion of Construction, at which time such payments shall resume; provided, in no event shall there be an extension of the expiration date of the TIRZ;

- issuance of PID Bonds beyond those secured by Assessments levied on lots in Phase 1A and 1B (approximately 398 lots) shall be suspended until the Laguna Improvements reach Completion of Construction, at which time such bond issuance activities may resume, provided, that if the issuance of PID Bonds is suspended, the City shall continue to levy Assessments on the phases listed in Section 2.02 of the Agreement and reimburse Developer for the Authorized Improvements constructed by Developer pursuant to a Reimbursement Agreement until PID Bonds secured by such Assessments are issued;

- if the Laguna Improvements are not completed by December 31, 2030, then the City shall not issue any further PID Bonds for any phase of the Development for which PID Bonds have not yet been issued or Assessments have not yet been levied.

(b) If the Laguna Improvements do not reach Completion of Construction by the Laguna Improvements Completion Date, Developer shall pay a \$2,000,000 completion penalty to the City, which shall not be recoverable by the Developer, which may be used by the City for any purpose. Payment of such sum shall be made within 3 (three) days of the Laguna Completion Date and failure to make

such payment shall suspend the issuance of PID Bonds and the levy of Assessments in any Phase. In reviewing all of Developer's plans, plats and permit applications relative to the development, construction and occupancy of the Laguna Improvements the City agrees to use its good faith efforts to review and process such applications so as not to unreasonably delay Developer's accomplishment of the Completion of Construction by the Laguna Improvements Completion Date.

- (c) If the Laguna or any of the Major Components are closed pursuant to the closures listed in Section 4.09 (b-d), all payments from the Commercial TIRZ Account shall be suspended as set forth in Section 4.09 (b-d)."

10. Section 5.03 is hereby renumbered to be Section 5.03(a) and the following subsections (b) and (c) are added to Section 5.03:

- (b) Within thirty (30) days after the execution of this First Amendment, Developer shall deposit with the City the amount of \$123,511.30 to be applied by the City solely for the purposes of paying compensation to landowners in connection with the acquisition of easements required to build the off-site waterline and the off-site sewer line necessary to serve the Property (collectively, the "Off-Site Lines"). Upon the completion of such acquisitions, including any objections and/or appeals thereof, any monies remaining from such deposit (including any interest earnings thereon) shall be returned to Developer. Nothing contained in this section 9 releases Developer from the obligation to reimburse the City for the amount of the entire compensation ultimately due and payable to the landowners in connection with the acquisition of easements required for the Off-Site Lines and should the deposit made under this section 9(b) be insufficient to cover the total compensation, Developer shall remit the balance of such reimbursement to City within thirty (30) days of request for same by City.

- (c) On or before the date upon which the City posts an offering document to the bond market for the sale the Phase 1 PID Bonds, Developer shall deposit with the City 105% of the amount necessary to complete construction of the Off-Site Lines, pursuant to the contracts let for such lines or, if contracts have not been let, the amount necessary to complete construction of the Off-Site Lines as provided by the City's engineer. Such monies may be drawn upon by Developer to complete construction of the Off-Site Lines in the same manner as PID Bond proceeds would be withdrawn. Upon Completion of Construction of the Off-Site Lines any monies remaining from such deposit (and all any earnings thereon) shall be returned to Developer

11. Exhibits. Exhibit M - "Water and Sewer Oversizing" to the Agreement is hereby deleted and replaced in its entirety with Exhibit M attached hereto.

12. Limited Amendment: Except as expressly amended and modified by this Amendment, the Agreement shall remain in full force and effect. In the event of any inconsistency between any term or provision of the Agreement and any term or provision of this Amendment, the

terms and provisions of this Amendment shall govern and control for all purposes and respects and the Agreement shall be deemed amended so as to be consistent herewith.

13. Counterparts: This Amendment may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one instrument and agreement. A copy of an executed counterpart delivered by telecopy or PDF shall bind the Party executing that counterpart.
14. Entire Agreement. This amendment contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. any or all representations or modifications concerning this instrument shall be of no force and effect except for a subsequent modification in writing signed by the parties hereto.
15. Abatement/ Mutual Release of Claims:
 - a. Each of the Parties agrees that between the effective date of this First Amendment and March 31, 2024, it will not initiate any legal action against the other, or file any request for a declaratory judgement, related to the Agreement or any action of the other related to the Property. In the event the City closes the sale of its PID Bonds related to Phase I (including the issuance of PID Bonds for major improvements) no later than March 31, 2024, all in accordance with the terms of Section 5 of this First Amendment, then upon the closing of the sale of such PID Bonds, each of the City and Developer agree the Agreement remains in good standing and full force and effect and, in such event neither Developer nor the City has any claims, counterclaims, set-offs, or defenses against the other or its agents, consultants, representatives, and attorneys arising out of the Agreement or in any way relating thereto or arising out of any other transaction or agreement between the City and Developer as of the date of the closing of the sale of such PID Bonds

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Developer and the City have executed this Amendment to be effective as of the date and year first written above.

THE CITY

City of Seagoville, Texas,
a home rule city and municipal corporation

By: _____
Patrick Stallings, City Manager

ATTEST:

Sara Egan, City Secretary

THE DEVELOPER

Seagoville Laguna Azure, LLC, a Texas limited liability company

By: _____
Name: _____
Its: _____



TO: Mayor and City Council
FROM: Sara Egan, City Secretary
DATE: November 20, 2023
ITEM: 16
DESCRIPTION: Discuss and consider a Resolution casting a vote for the fourth member of the Board of Directors of the Dallas Central Appraisal District.

INTRODUCTION

The purpose of this item is to vote by official ballot resolution or abstain from voting.

BACKGROUND

In accordance to state law, the nomination process for persons to serve on the Dallas Central Appraisal District Board of Directors has been completed. Resumes for each candidate that were received by DCAD are enclosed as well as the ballot resolution.

Each entity must cast its vote before December 15, 2023 to be submitted on time to DCAD's office.

RECOMMENDATION

N/A

ATTACHMENTS

1. DCAD Letter with Resumes
2. Resolution



Dallas Central Appraisal District

Date: October 26, 2023

To: Lackey S. Sebastian, Mayor, City of Seagoville

From: W. Kenneth Nolan, Executive Director/Chief Appraiser

Re: Election of Suburban Cities' Representative to Dallas Central Appraisal District Board of Directors

In accordance with state law, the nomination process for persons to serve on the Dallas Central Appraisal District Board of Directors has been completed. By state law, your agency is required to vote by official ballot resolution, which is enclosed. **You must do so no later than December 15, 2023. If your entity chooses to abstain from voting, please notify me in writing.**

The nominees are as follows. Also included are the names of the nominating cities.

Candidate	Nominating City
Brett Franks:	City of Sachse
Carrie F. Gordon:	City of Balch Springs
Michael Hurtt:	City of Seagoville, City of Carrollton
Mark Jones:	City of Desoto
Terry Lynne:	City of Farmers Branch
Steve Nichols:	City of Hutchins

Resumes for each candidate that were received by DCAD are enclosed as well as the ballot (last page).

Please act on this election process by official ballot resolution and return the ballot resolution to my office in the enclosed envelope by December 15, 2023. **The 1979 resolution adopted by the taxing units participating in Dallas Central Appraisal District, which governs board elections, requires that a candidate receive a majority of the votes in order to be elected to the Board of Directors. Therefore, it is imperative that your taxing unit cast its vote before the December 15, 2023 deadline.**

We appreciate your interest in this very important process and look forward to receiving your vote.

WKN/cdj

Enclosure (Nominee Bio/Official Ballot Resolution/Return Envelope)

Cc: Pat Stallings, City Manager
Kandi Jackson, City Secretary
Gail French, Director of Finance

Brett Franks
City Council Place 1
City of Sachse

Councilman Brett Franks was elected to serve on the Sachse City Council in Place One in June 2012. He is an Orthopedic PA with the Sports Medicine Clinic of North Texas. Mr. Franks currently serves as the Council liaison to the Parks and Recreation Commission on which he held position prior to being elected to City Council. He is a former member of the Sachse Baseball Association and a former member of the Campus Improvement Team at Hudson Middle School. As a proud Army veteran, Mr. Franks also volunteers his time every year to organize the Annual Memorial Day Event. He and his family have lived in Sachse since 2000.

Councilman Franks is interested in representing the suburban cities because of the increasing concerns by residents regarding appraisals. The consistent escalation of property values in Dallas County, the lack of transparency of the appraisal process, and the role of the Board and its staff need to be addressed. He believes there is an opportunity for DCAD to provide this information and give better explanation to citizens about how the appeal process works. These changes would improve how DCAD serves the citizens in the District.

CARRIE FORNEY GORDON, PHD, CMO



BIOGRAPHICAL SKETCH

The Honorable Carrie Forney Gordon, PhD served as Mayor of Balch Springs, TX from May 2009 – May 2015. In that same year, she also retired from the City of Dallas after 31 years of service as an Urban Planner. Just a year later (2016), she gravitated back to the local government realm as a Zoning Consultant, City Administrator (Wilmer, TX), and member of the Balch Springs Industrial and Economic Development Corporation Board of Directors (Type A). In May 2020, Dr. Gordon was appointed by the Balch Springs City Council to serve a 1-year Mayoral term. Unbeknownst to her, the term would be extended 2-years as an unopposed Mayoral candidate. The voters then extended the term through 2025. Mayor Gordon stands as the longest serving elected official in its 70-year history.

During Dr. Gordon's Mayoral tenure, she has and continues to serve as a "change agent"! Her legacy has left and continues to leave indelible marks in the city's history and region. Here are just a few "seeds" planted and harvested during her administration:

- Unprecedented feat - During the 83rd Texas Legislature, spearheaded efforts to successfully consolidate the Dallas County Water Control & Improvement District No. 6 with the City of Balch Springs. Her efforts led to the successful dissolution of one of the largest Municipal Utility Districts in Texas (Senate Bill 1635), to consolidate the delivery of city services and strengthen its economic positioning in Southeast Dallas County. [*Water Utilities*]
- Worked with Dallas Area Rapid Transit (DART), Star Transit, Dallas County, and the North Central Texas Council of Governments to successfully launch a 'non-DART' public transit partnering program, a framework that spans southeast and southwest Dallas County as partnerships continue to be brokered to meet transit needs. [*Transportation*]
- Secured an invitation from the Governor's Office for the Balch Springs Economic Development Corporation to become actively involved with the TexasOne™ Program, one of Texas' major sources of economic development marketing. [*Economic Development*]
- Worked arduously with Fmr. Congresswoman Eddie Bernice Johnson for the successful retention of the local post office as many were being closed throughout the region. [*Partnering*]
- Successfully established and launched social services programs and projects, through partnerships with Mesquite Social Services and the North Texas Food Bank, to address food disparity in Southeast Dallas County. [*Nutrition*]
- Credited with the successful completion of the Peach Tree Seniors multi-million housing development (recognized as a model tax credit project by the State of Texas). [*Senior Housing*]
- Nurtured relationships to locate the first-ever multi-million-dollar state-of-the art Dallas ISD elementary School in the city limits of Balch Springs. [*Education*]
- Played an instrumental role to locate a federally qualified community health center (Foremost Family Health Centers) in the city to address healthcare disparities in Southeast Dallas County. [*Health Care*]

Mayor Gordon possesses a Bachelor of Arts degree in Political Science (Bishop College); Master of Arts degree in Political Economy (University of Texas at Dallas); and a Doctor of Philosophy degree in Administration and Management (Columbia Pacific University). She is a professional singer/songwriter and manages her son Larry Gordon II (singer/songwriter - Curb|Word Entertainment). Her spouse is the late Grammy-Award nominee Dr. Larry "T-Byrd" Gordon (*Southern Meets Soul: An American Gospel Jubilee*). Presently Mayor Gordon serves on the Foremost Family Health Centers Board of Directors (Board Chair), Star Transit Board of Directors (Vice Chair), Texas Municipal League Region 13 (Vice President), Best Southwest Partnership Executive Committee (1st Vice President), and Metroplex Mayors Association (Past President).

Michael Hurtt came to Dallas from Casper, Wyoming in 1971. Graduated from Mortuary Science College, and has been in this area ever since. His funeral service background includes managing large volume, corporately owned funeral firms, worked and lectured for Pierce Chemical/Mortician Supply Company; which built and supplied funeral homes and owned three mortuary science colleges across the United States. He and his wife, have owned the funeral home in DeSoto since 1988. Marilyn passed away in August of 2020. He has served on the Texas Funeral Directors Association, president of the North Texas Funeral Directors and Dallas County Funeral Directors Association. Civic involvement has included board positions for the Dallas Zoo, North Texas Commission, Select Specialty and the Medical Center of Lancaster Hospitals, and Canterbury Episcopal School, past president of the DeSoto Chamber, DeSoto Rotary and the Best Southwest Chambers, councilman, mayor pro tem and mayor of DeSoto from 2001 to 2007 when DeSoto achieved the ALL America City designation. He was president and vice president of the DeSoto Economic Development Corporation. He served on the advisory board for Methodist Charlton Hospital, and represents the 31 suburban cities for the Dallas Central Appraisal District since 2008. Michael married Margarita Morales in 2022.

Mark Jones is a seasoned professional with a diverse skill set that makes him an invaluable asset to any Corporate or Community Board. With a deep well of knowledge in Housing and a profound understanding of the challenges faced by small businesses, his entrepreneurial background enriches his unique perspective. Mark's extensive involvement in the community is evident, having served as the Board Chair of the Frost Farms Neighborhood Association from 2019 to 2022. Currently, he holds the prestigious position of Chair on the Board of Directors for Bonton Farms and United MegaCare. His influence extends to the Desoto Economic Development Corporation and the Metroplex Economic Development Corporation (MEDC) Board. Notably, he chaired the Desoto ISD CITIZEN BOND Committee in 2005.

Driven by a passion for community development, Mark is an enthusiastic volunteer and a steadfast member of various community organizations and causes. His unwavering commitment to enhancing our community's quality of life is manifest in his ongoing advocacy efforts and dedicated contributions to relevant initiatives. Drawing from his extensive experiences, Mark possesses a profound understanding of the importance of effective community organization and strategic planning.

Capitalizing on his broad network and wealth of knowledge, Mark fervently champions policies and initiatives that elevate the entire community. His history of active involvement and fervent advocacy underscores his resolute dedication to advancing the welfare of the region. Transparency and accountability are foundational principles for Mark, and his instrumental role in championing initiatives to bolster public engagement in decision-making processes is noteworthy.

In addition to his community engagement, Mark Jones is the visionary Founder and President of Urban Promotions, a dynamic full-service marketing, and promotions firm. Established in 1992, Urban Promotions specializes in entertainment promotions and general marketing, forging strong partnerships with corporations, entertainers, and minority-owned businesses. Mark's entrepreneurial endeavors extend to Hormone Life Balance L.L.C., Well Aware Supplement and Tea Company, and Urway Home L.L.C., showcasing his dedication to the well-being of the community.

Mark's commitment to the vitality of our community is mirrored in his family life. Celebrating three decades of marriage, he shares a profound bond with his wife, Jill Waggoner-Jones. Together, they lovingly parented two daughters, Jillian Jones Mitchell, and Uriah Jones. Rooted in Desoto, Texas, the Jones family epitomizes their devotion to the community they call home.

TERRY LYNNE

13215 George Street
Dallas, Texas 75234
(214)244-1615
tlynne@tx.rr.com

Summary: Sales, management professional and business owner with extensive experience in advertising, marketing and promotions, radio advertising sales and management and industrial sales and marketing experience.

Experience:

2023-Present Mayor, City of Farmers Branch

- Chief elected official for the city.
- Responsible for presiding over all City Council meetings and attending city board and commission meetings
- Brand Ambassador for the city

2016-2022 City Councilman, City of Farmers Branch

- Elected City Council Representative for District 4 in Farmers Branch
- Served on numerous boards to represent Farmers Branch residents in Dallas County

2000-Present President and Owner, Time-Out Media and Time-Out Events

- Oversee sales and daily operations of full-service advertising and marketing agency
- Create and manage advertising strategy and marketing campaigns for clients
- Manage large-scale corporate event production and execution for clients

2009-2011 The Barber Shop Marketing & TBS Promotions, Dallas, Texas

- *Independent Contractor*, responsible for new business development, account management, servicing of clients for both media programs and promotional activation.
- Created and managed client promotions and event activation for Gexa Energy, Texas Lottery, Power Service Diesel Additives, Vestry Electric Scooters, UT Southwestern Medical Center and others.
- Sold event marketing and promotional activation services into regional and national advertising agencies.

2008-2009 Event Buy Power, Irving, Texas

- *National Sales Manager* responsible for developing clients for start-up Electronic Data Capture company.
- Sold services into major clients such as Chrysler, Yamaha Motor Corporation, Kia Motors America and Lexus.
- Recruited for position by company president Dave Siebert, former radio GM.

2006-2008 Service Broadcasting, Dallas, Texas

- *Regional Sales Manger, Southeast United States*, responsible for station sales and marketing efforts from Washington, D.C. to Florida for KKDA AM & FM, KRNB FM.
- Served as trouble-shooter calling directly on agencies that were not buying our urban format stations.
- Responsible for developing over \$600,000 in new business in first year with stations.

1999-2006 KLUV Radio, Infinity Radio/Viacom, Dallas, Texas

- *Local Sales Manager* from 1999 to 2001 responsible for hiring and training local sales staff

- *Regional Sales Manager* from 2001 to 2003, responsible for managing staff of 14 salespeople who have clients (agencies & direct) outside of the local market.
 - Responsible for making market trips to key account cities in Texas for each of the local salespeople.
 - *Account Executive* from 2003 to 2006 responsible for developing and growing local account base.
 - **Generated** over \$590,000 in direct new business in 2006.
- 1997-1999 **KSCS Radio, ABC Radio/Disney, Dallas, Texas**
- *Regional Sales Manager* responsible for increasing billings from major agencies and developing client contacts in Houston, Austin and San Antonio.
 - **Increased billing 252%** over prior year through strategic planning and developing relationships with key client and agency decision makers.
 - Created sales research materials and assisted sales staff in developing written sales packages.
- 1997 **KDGE Radio, Chancellor Media Corporation, Dallas, Texas**
- *Local Sales Manager* responsible for recruiting and hiring sales staff and developing business for station.
 - Achieved local sales budget goals for station September and October, first time ever for station (Assumed position June 1)
 - Station changed ownership three times in a six month period
 - Responsible for budgeting and department profitability
- 1992-1997 **KZPS Radio, Bonneville International Corporation, Dallas, Texas**
- *Senior account executive* responsible for increasing billings and maintaining relationships with local agencies and direct clients.
 - Developed business plans to secure *annual agreements* from key accounts.
 - **Top salesman** in the development of new, local advertiser billings, 1995 and 1996.
 - Increased local account list billing average of **18% each year** in spite of station ratings decrease (from \$580,000 to \$1,100,000).
 - Developed *value added merchandising programs* for clients as part of sales.
 - Directed on-premise promotional opportunities for clients.
 - Selected by corporate headquarters to evaluate software and feasibility of implementing use of laptop computers for sales.
 - In addition to sales responsibilities, *trained sales staff* on use of laptop computers and company software.
- 1991-1992 **KDGE Radio, Allison Broadcast Group, Dallas, Texas**
- *Account executive*.
 - Developed senior list of station accounts, working with local direct accounts and advertising agencies.
 - Maintained highest monthly sales and new business quota for station through creation of innovative promotional opportunities for advertisers.
 - Developed *new business* and increased account list local billing to represent 30% of stations monthly budget.
 - Responsible for the coordination of merchandising and on-premise promotions for major beer and nightclub clients.
 - Created *in-store promotional opportunities* with record labels for Blockbuster Music to secure incremental budgets and make client largest non-beer advertiser on station. Represented approximately 50% increase in revenue to station.
- 1989-1992 **KEGL Radio, Sandusky Radio Group, Dallas, Texas**
- *Account executive* responsible for new business development.
 - Built local advertiser account list working with direct clients and advertising agencies

through station marketing and promotional opportunities.

- *Increased billing 25%* of stations largest client, Budweiser, through innovative on-premise merchandising efforts during 1991 despite local budget cutbacks by Anheuser Busch.

1989 **KOAI Radio**, Gannett Broadcasting, Dallas, Texas

- *Entry-level account executive* responsible solely for cold calling and new business development.

1980-1989 **Spectape of Texas**, Concote Corporation, Dallas, Texas

- *Marketing Director*
- Created direct marketing and advertising programs for specialty converter of foam and adhesive tape products. (Ten million annual sales)
- Designed sales literature to present new corporate image (1988).
- Supervised the development of new products per client needs and specifications.
- Coordinated marketing and sales support for national distributor network.
- Developed and supervised the implementation of an inventory control system for manufactured goods company.
- Worked with key defense contractor accounts to develop new applications and products.

Education:

- University of Oklahoma
- B.B.A., Business Management, 1980

Recognition:

- 1994 AWRT Award of Excellence, Dallas Radio Local Salesperson
- 1993 Bonneville Meritorious Sales Award

Training Courses:

- Jerry Tabio, Creative Resources Training
- Radio Advertising Bureau, Certified Radio Marketing Consultant
- Keith Vendor Concepts (vendor training program)
- Rick Alan & Associates, Real-World Selling Seminar
- Memory Training Institute

Other Experience:

- Chairman, Building & Standards Commission, City of Farmers Branch
- Member, Farmers Branch Planning & Zoning Board
- President, Valley View Park Estates HOA 2004-2007
- Licensed Private Pilot
- Graduate, FBI Citizens Academy Alumni Association
- Graduate, Dallas County Citizens Prosecutors Academy
- Graduate, Texas Department of Public Safety Citizens Academy
- Graduate, Farmers Branch Citizens Police and Fire Academies
- United States Secret Service Citizens Academy (current)

Stephen Nichols

219 S. Austin St

Hutchins, TX 75141

Life long resident of Dallas County

Graduate of Bryan Adams High School class of 1980

Licensed Master Plumber

Hutchins City council member from 2104 to present

Mayor Pro Tem 2022 to present

Vice President of the Hutchins Economic Development Committee

President of the Hutchins Tax Increment Finance Committee

Deacon First Baptist Church Hutchins, TX.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF _____, DALLAS COUNTY, TEXAS, CASTING ITS VOTE FOR THE FOURTH MEMBER OF THE BOARD OF DIRECTORS OF THE DALLAS CENTRAL APPRAISAL DISTRICT.

WHEREAS, Dallas County eligible taxing entities have expressed and approved an option which allows for representation to the Appraisal District Board of Directors (in accordance with Section 6.03 of the Texas Property Tax Code) as follows:

1. The City of Dallas shall appoint one (1) member to the Board.
2. The Dallas Independent School District shall appoint one (1) member to the Board.
3. The Dallas County Commissioners Court shall appoint one (1) member to the Board. The member appointed by the Dallas County Commissioners Court shall not be a resident of either the City of Dallas or the Dallas Independent School District.
4. Each of the incorporated cities and towns, except for the City of Dallas, shall have the right to nominate by an official resolution one (1) candidate as the fourth member of the Board of Directors. The said cities and towns shall, from the nominations received, elect by a majority vote, with each city and town being entitled to one (1) vote, the fourth member of the Board of Directors.
5. Each of the School Districts, and the Dallas County Community College District, except the Dallas Independent School District, shall have the right to nominate by an official resolution one (1) candidate as the fifth member of the Board of Directors. The said school districts shall, from the nominations received, elect by a majority vote, with each school district and the community college district being entitled to one (1) vote, the fifth member of the Board of Directors.

The votes required for election to the Board of Directors in 4 and 5 hereof shall be by a majority of those authorized to vote in 4 and 5 respectively and not by a majority of the quorum, and

WHEREAS, the City of _____ does hereby cast its vote by marking the ballot below:

(Check one only)

Candidate	Nominating City
<input type="checkbox"/> Brett Franks:	City of Sachse
<input type="checkbox"/> Carrie F. Gordon:	City of Balch Springs
<input type="checkbox"/> Michael Hurtt:	City of Seagoville, City of Carrollton
<input type="checkbox"/> Mark Jones:	City of Desoto
<input type="checkbox"/> Terry Lynne:	City of Farmers Branch
<input type="checkbox"/> Steve Nichols:	City of Hutchins

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of _____ does hereby confirm its one (1) vote for the election of _____ as the suburban cities' representative to the Board of Directors of the Dallas Central Appraisal District.

PASSED AND APPROVED, this the _____ day of _____, 2023

MAYOR

ATTEST: _____
CITY SECRETARY

SEAL:



TO: Mayor and City Council
FROM: Jose Hernandez, Councilmember
DATE: November 20, 2023
ITEM: 17
DESCRIPTION: Discuss and consider approving the evaluation forms for the City Attorney, and City Secretary.

INTRODUCTION

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

ATTACHMENTS

1. Evaluation for City Attorney
2. Evaluation for City Secretary

INSTRUCTIONS

This evaluation form includes two parts: A quantitative score sheet, covering multiple categories of performance criteria; and a narrative comments section. A summary of the score sheet results and all narrative comments will be distributed to all Council Members in executive session, and will be used as a basis for Council discussion of the City Attorney's performance.

Score sheet. Each of the categories contains multiple statements that describe a behavior standard in that category. For each statement, rate the City Attorney's performance along the following scale.

- 5 = excellent (almost always exceeds the performance standard)
- 4 = above average (generally exceeds the performance standard)
- 3 = average (generally meets the performance standard)
- 2 = below average (usually does not meet the performance standard)
- 1 = poor (rarely meets the performance standard)

If you do not have enough information to rate the City Attorney on a particular characteristic, leave it blank. Blanks will not be included in the numerical scoring, but the number of blanks for that characteristic will be recorded.

Narrative comments. At the end of the form you will have an opportunity to respond to specific questions, and to provide any other comments you believe appropriate and pertinent to the City Attorney's evaluation. Please write legibly or attach a printed Word document.

Please leave all pages of this evaluation form attached. Initial each page, including any printed sheets you attached. Sign and date the cover page. All evaluations submitted prior to the deadline will be included in the summary prepared for Council discussion.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- _____ Diligent and thorough in the discharge of duties, "self-starter"
- _____ Exercises good judgment
- _____ Displays enthusiasm, cooperation, and will to adapt
- _____ Exhibits composure and attitude appropriate for executive position

2. PROFESSIONAL SKILLS AND STATUS

- _____ Maintains knowledge of current developments affecting the practice of local government management
- _____ Demonstrates a capacity for innovation and creativity
- _____ Anticipates and analyzes problems to develop effective approaches for solving them
- _____ Willing to try new ideas proposed by governing body members and/or staff
- _____ Sets a professional example by handling affairs of the public office in a fair and impartial manner

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- _____ Carries out directives of the body as a whole as opposed to those of any one member or minority group
- _____ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- _____ Disseminates complete and accurate information equally to all members in a timely manner
- _____ Assists by facilitating decision making without usurping authority
- _____ Responds well to requests, advice, and constructive criticism

4. POLICY EXECUTION

- _____ Implements governing body actions in accordance with the intent of Council
- _____ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- _____ Understands, supports, and enforces local government's laws, policies, and ordinances
- _____ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- _____ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

5. REPORTING

- _____ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the City Charter as a guide
- _____ Responds in a timely manner to requests from the governing body for special reports
- _____ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- ~~_____ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience~~
- _____ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

6. CITIZEN RELATIONS

- _____ Responsive to requests from citizens
- _____ Demonstrates a dedication to service to the community and its citizens
- _____ Maintains a nonpartisan approach in dealing with the news media
- _____ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- _____ Makes appropriate efforts to maintain citizen satisfaction with city services

~~7. STAFFING~~

- ~~_____ Recruits and retains competent personnel for staff positions~~
- ~~_____ Applies an appropriate level of supervision to improve any areas of substandard performance~~
- ~~_____ Stays accurately informed and appropriately concerned about employee relations~~
- ~~_____ Ensures professional management of the compensation and benefits plan~~
- ~~_____ Promotes training and development opportunities at all levels of the organization~~

8.7. SUPERVISION

_____ Encourages heads of departments to make decisions within their jurisdictions with minimal City Attorney involvement, yet maintains general control of operations by providing the right amount of communication to the staff

_____ Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level

_____ Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the City Attorney's office

~~_____ Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback~~

_____ Encourages teamwork, innovation, and effective problem-solving among staff members

9. FISCAL MANAGEMENT

~~_____ Prepares a balanced budget to provide services at a level directed by Council~~

~~_____ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively~~

~~_____ Prepares a budget and budgetary recommendations in an intelligent and accessible format~~

~~_____ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability~~

~~_____ Appropriately monitors and manages fiscal activities of the organization~~

40.8. COMMUNITY

- ___ Shares responsibility for addressing the difficult issues facing the City
- ___ Avoids unnecessary controversy
- ___ Cooperates with neighboring communities and the country
- ___ Helps the Council address future needs and develop adequate plans to address long term trends
- ___ Cooperates with other regional, state, and federal government agencies

NARRATIVE EVALUATION

What would you identify as the City Attorney's strengths, expressed in terms of the principal results achieved during the rating period?

What performance areas would you identify as most critical for improvement?

INSTRUCTIONS

This evaluation form includes two parts: A quantitative score sheet, covering multiple categories of performance criteria; and a narrative comments section. A summary of the score sheet results and all narrative comments will be distributed to all Council Members in executive session, and will be used as a basis for Council discussion of the City Secretary's performance.

Score sheet. Each of the categories contains multiple statements that describe a behavior standard in that category. For each statement, rate the City Secretary's performance along the following scale.

- 5 = excellent (almost always exceeds the performance standard)
- 4 = above average (generally exceeds the performance standard)
- 3 = average (generally meets the performance standard)
- 2 = below average (usually does not meet the performance standard)
- 1 = poor (rarely meets the performance standard)

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10. COMMUNITY

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