



City of Seagoville

Meeting Agenda

City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, February 5, 2024

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

EXECUTIVE SESSION

The City Council will convene into executive session pursuant to:

2. Texas Govt. Code section 551.071 – Consultation with Attorney, to seek legal advice regarding resubmittal of rezoning request which, pursuant to Code of Ordinances section 25.092.786(3), is more restrictive or for less intense use or development than previously requested.
3. Texas Govt. Code section 551.087 – To discuss or deliberate the offer of a financial or other incentive to a business prospect that the governmental body seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, to wit:
 - A. Simonds Partners, LLC
 - B. Soulman's BBQ"

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.

- 10. Receive a presentation of FY 2024 1st Quarter Financials.**

Consent Agenda

- 11. Consider approving the City Council meeting minutes: January 22, 2024.**
- 12. Consider a Resolution authorizing the purchase of soccer goals in an amount not to exceed fifteen thousand four hundred one dollars and ninety-one cents (\$15,401.91) from BSN Sports; authorizing the City Manager to execute any necessary documents and disburse the funds for said purchase.**
- 13. Consider a Resolution authorizing the purchase of (12) bleachers in an amount not to exceed one hundred eight thousand three hundred eighty-four dollars and sixty cents (\$108,384.60) from BSN Sports; authorizing the City Manager to execute any necessary documents and disburse the funds for said purchase.**
- 14. Consider a Resolution authorizing the City Manager to engage C&M Concrete for installation of concrete bleacher pads at Bruce Central Park and Bearden Park in an amount not to exceed one hundred four thousand four hundred dollars and zero cents (\$104,400.00); and execute any necessary documents.**
- 15. Consider a Resolution accepting two nonexclusive 15-foot-wide utility easements and rights-of-way for water line crossings from Oncor Electric Delivery Company LLC as grantor; providing for the recording of said easements and rights-of-way along with a certified copy of this Resolution in the real property records of Dallas County, Texas as a deed.**
- 16. Consider a Resolution authorizing execution of an encroachment on easement agreement with Oncor Electric Delivery Company, LLC ("Oncor") regarding the construction, operation, and maintenance of two road crossings, Henley Road and Shannon Road, a 42-inch RCP storm drain crossing, a 12-inch water line crossing, an 8-inch sanitary sewer crossing, and a 24-inch sanitary sewer crossing within Oncor's easements.**
- 17. Consider a Resolution authorizing the purchase of a 2024 Chevrolet 1500 Silverado from Caldwell Country for a total purchase price not to exceed \$43,305.00 and further authorizing purchase of emergency equipment and graphics for the vehicle from Pursuit Safety, Inc. for a purchase price not to exceed \$5,172.52; authorizing the City Manager to execute any necessary documents and disburse the funds for said purchases.**

18. Consider a Resolution approving a First Amendment to the Professional Services Agreement with Ladis Barr to expand the scope of services to include residential, commercial, and multifamily construction inspection services; authorizing the City Manager to execute said amendment.
19. Consider a Resolution authorizing continued participation with the Steering Committee of Cities served by ONCOR; and authorizing the payment of ten cents (\$0.10) per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to ONCOR Electric Delivery Company, LLC.

Public Hearing

20. Conduct a public hearing and consider an Ordinance amending the comprehensive zoning ordinance and map of the City for approximately 146.43 acres of land located in the Herman Heider Survey, Abstract Number 541, Dallas County, Texas, being a portion of the Judith Smith Moore and Kirby Campbell Smith called 145.38 acre tract, from R-1 Single Family Dwelling (“R-1”) to Planned Development with base zonings of R-5 Single Family Dwelling and Duplex Dwelling (“PD-R-5/D”), (PD 03-2024), subject to the development regulations, conditions, and provisions set forth.

Regular Agenda

21. **FIRST READING:** Discuss and consider a Resolution approving the economic development project between the Seagoville Economic Development Corporation and Simonds Partners LLC as reflected in the terms and conditions of an option agreement and an economic development incentive agreement between the parties.
22. Discuss and consider a Resolution ratifying an emergency purchase and authorizing the City Manager to make payment to Municipal Emergency Services in an amount not to exceed eighty-six thousand five hundred seventy-three dollars and fifty-three cents (\$86,573.53); and execute any necessary documents.
23. Discuss and consider a Resolution authorizing the City Manager to engage C&M Concrete for a new concrete sidewalk on the 3100 block of Highland Meadows Drive in an amount not to exceed nineteen thousand eight hundred twelve dollars and fifty cents (\$19,812.50); authorizing the City Manager to execute an agreement and any necessary documents.
24. Discuss and consider a Resolution approving and ratifying emergency concrete repairs to Seagoville Road and authorizing the City Manager to make payment to C&M Concrete in an amount not to exceed sixty-nine thousand nine hundred sixty dollars and zero cents (\$69,960.00); and execute any necessary documents.
25. Discuss and consider a Resolution approving and ratifying emergency repairs of partially collapsed storm drains at 825 Dakota Lane and at the 700 block of east Simonds Road; and authorizing the City Manager to make payment to C&M Concrete in an amount not to exceed eighteen thousand nine hundred fifty dollars and zero cents (\$18,950.00); and execute any necessary documents.

26. Discuss and consider a Resolution approving and ratifying a funding agreement with the Seagoville Economic Development Corporation by which the corporation will provide funding in the amount of one hundred two thousand, nine hundred sixty dollars (\$102,960.00) for design, construction, and installation of double pickle ball courts at C.O. Bruce (“Central”) Park; authorizing the City Manager to execute the funding agreement.

27. SECOND READING: Discuss and consider a Resolution approving the economic development project between the Seagoville Economic Development Corporation and Simonds Partners LLC as reflected in the terms and conditions of an option agreement and an economic development incentive agreement between the parties.

28. 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.

29. Discuss future agenda items.

30. 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 1st day of February 2024, 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 Monday, February 19, 2024, for Presidents' Day
- Monday, February 26, 2024, Regular City Council Meeting
- Tuesday, February 27, 2024, Joint City Council and Planning and Zoning Commission Meeting



TO: Mayor and City Council
FROM: Gail French, Director of Finance
DATE: February 5, 2024
ITEM: 10
DESCRIPTION: Receive a presentation of FY 2024 1st Quarter Financials.

INTRODUCTION

Receive a presentation of the City of Seagoville's 1st Quarter Financial Report for Fiscal Year 2024.

BACKGROUND

Gail French, Director of Finance presents the City's 1st quarter financial report for FY 2024.

FINANCIAL IMPACT

N/A

RECOMMENDATION

N/A

ATTACHMENTS

1. Memo – Dec 2023



Memo

Date: January 29, 2024
To: Pat Stallings, City Manager
From: Gail French, Director of Finance
Subject: December 2023 Financial Reports

This memo accompanies the December 2023 Revenue and Expense Reports for the City of Seagoville, and highlights selected financial activities for the first three months of FY 2024. The first three months of the fiscal year represents 25% of the total fiscal year, and this memo provides an explanation of variances from that standard.

General Fund

Revenues: General fund total revenue for the first 3 months of the fiscal year is above budget expectations (actual 48.1% vs. expected 25%). The current year fiscal **Property tax** revenue collections are above last year's collection rate (60.9% vs. 56.8%). **Sales Tax** revenue collections are above budget expectations (31.1% vs. 25%). Sales tax revenues continued to hold strong as the city brings on more businesses. In **Franchise Fee** revenue, the comparative collection trend for FY 2024 vs. FY 2023 appears below:

Description	FY 2024 Amount	FY 2023 Amount	Increase (Decrease)
Electricity	\$116,549	\$119,481	\$ (2,932)
Telephone	3,705	5,130	(1,425)
Sanitation Services	17,289	14,105	3,184

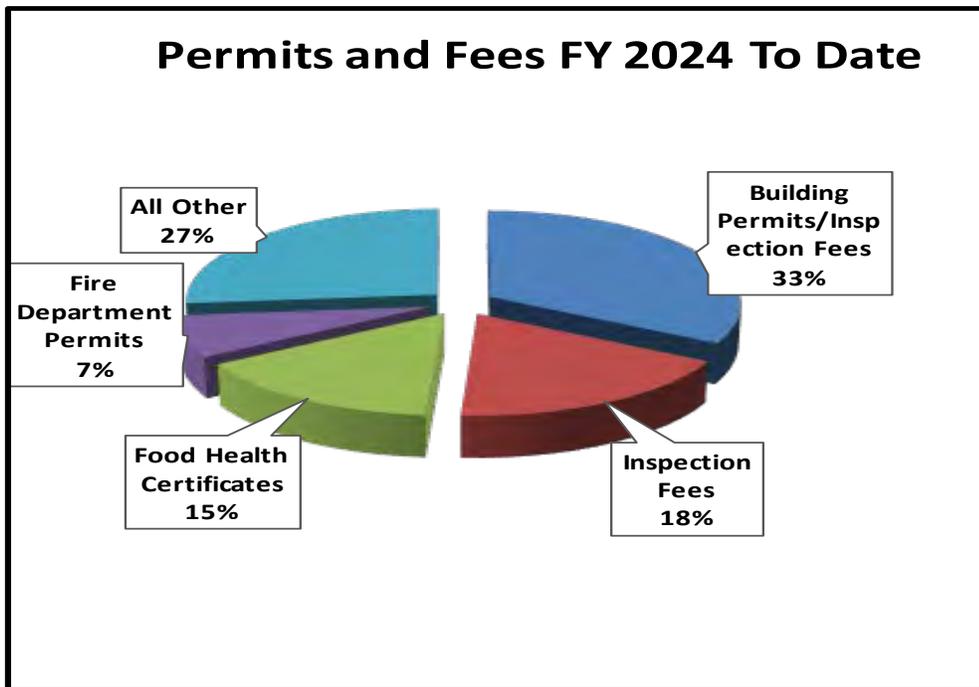
Telephone Franchise Fees are down compared to this time last year. **Franchise Fee** receipts in total are lower than budget expectations. Gas and Cable franchise fees are expected in the coming months. **(21.4% vs. 25.00%)**

Permits & Fees There are approximately 91 permits issued for the current fiscal year. 80 were for Residential permits issued for a total of \$21,255.47. 3 of those were for new construction. There were 11 Commercial permits issued for a total of \$39,629.36.



The following is a comparison of FY 2024 revenue vs. FY 2023:

Description	FY 2024 Amount	FY 2023 Amount	Increase (Decrease)
Building Permits/Inspection Fees	\$ 44,690	\$ 58,969	\$ (14,279)
Inspection Fees	\$ 24,153	\$ 297,611	\$ (273,458)
Food Health Certificates	\$ 20,625	\$ 23,425	\$ (2,800)
Fire Department Permits	\$ 9,735	\$ 10,520	\$ (785)
All Other	\$ 35,724	\$ 32,587	\$ 3,137



Sanitation revenue is above budget expectations (29.1% actual vs. 25% expected). The FY 2024 YTD revenue amount exceeds the FY 2023 YTD revenue amount (\$320,748 vs. \$310,432).

Senior Activities revenue usually has approximately a 45-day lag between the end of the month and actual revenue received from the Dallas Council on Aging, however, lately the lag has been several months. **Fines** revenue reflects increased court enforcement activity from public safety contacts.



Total revenues for the fiscal year are \$6,789,030 or 48.1% of budget. This is \$471,034 higher than the total General Fund revenues for the previous fiscal year (\$6,317,997). This is mainly due to Property Taxes, Sales Taxes and Permit Fees received compared to last year.

Expenditures: Total General Fund expenditures are within budget expectations (23.4% actual vs. 25% expected).

Emergency Medical Service is up due to an annual increase written in the contract.

Information Technology is up due to an increase in Cyber Security protection and IT services from Baxter Consulting.

Non departmental is above expectations mainly due to the annual premium payment to TML for workers' compensation and property/casualty insurance.

Debt Payment (Quint) is the annual payment on the financing to acquire the quint fire vehicle.

Use of Fund Balance Projects includes **Firefighting equipment (\$31,399)** which includes the acquisition of SCBA Air Packs & Bottles, and Gear.

Transfers include \$469,733 to the Street Maintenance Fund and \$42,000 to the Vehicle Replacement Fund.

Water and Sewer Fund (Fund 20)

Revenues: Total Water and Sewer Fund revenues are above budget expectations 26.7% vs. 25.0%). **Water** sales usually accelerate during the summer depending upon the weather conditions. **Penalties and Interest** generates from late customer payment as well as **Interest** from the investment accounts. **Pretreatment Sewer Revenue** charges to a few of our industrial customers to cover the cost of wastewater pretreatment required by the state to ensure the prevention of harmful materials entering the water system. **Penalty Fees** are higher than anticipated due to a renewed commitment to enforcement activities against delinquent customers.

Expenditures: The year-to-date expenditure trend is within expectations (24.6% actual vs. 25.00% expected).

Non departmental is above expectations due to the annual premium payment to TML for workers' compensation, property/casualty insurance and bad debt expense.



**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
AS OF 12/31/23
25% OF BUDGET YEAR**

	Adopted Budget	Year to Date	% tage of Budget
REVENUES:			
Property Taxes	\$8,091,509	\$4,928,008	60.9%
Sales Taxes	3,443,307	1,071,404	31.1%
Franchise Fees	654,317	139,755	21.4%
Sanitation	1,104,000	320,748	29.1%
All Other	<u>823,155</u>	<u>329,115</u>	40.0%
TOTAL REVENUES	\$14,116,288	\$6,789,030	48.1%
Transfers In:	393,136	118,984	30.3%
EXPENDITURES:			
Public Safety	\$7,965,898	\$1,733,553	21.8%
Community Development	1,976,793	463,244	23.4%
Community Services	1,644,353	321,789	19.6%
General Government	1,507,488	334,089	22.2%
Non departmental	<u>541,600</u>	<u>336,818</u>	62.2%
TOTAL EXPENDITURES	\$13,636,132	\$3,189,493	23.4%
One Time Use of Fund Balance	5,189,363	1,609,944	31.0%

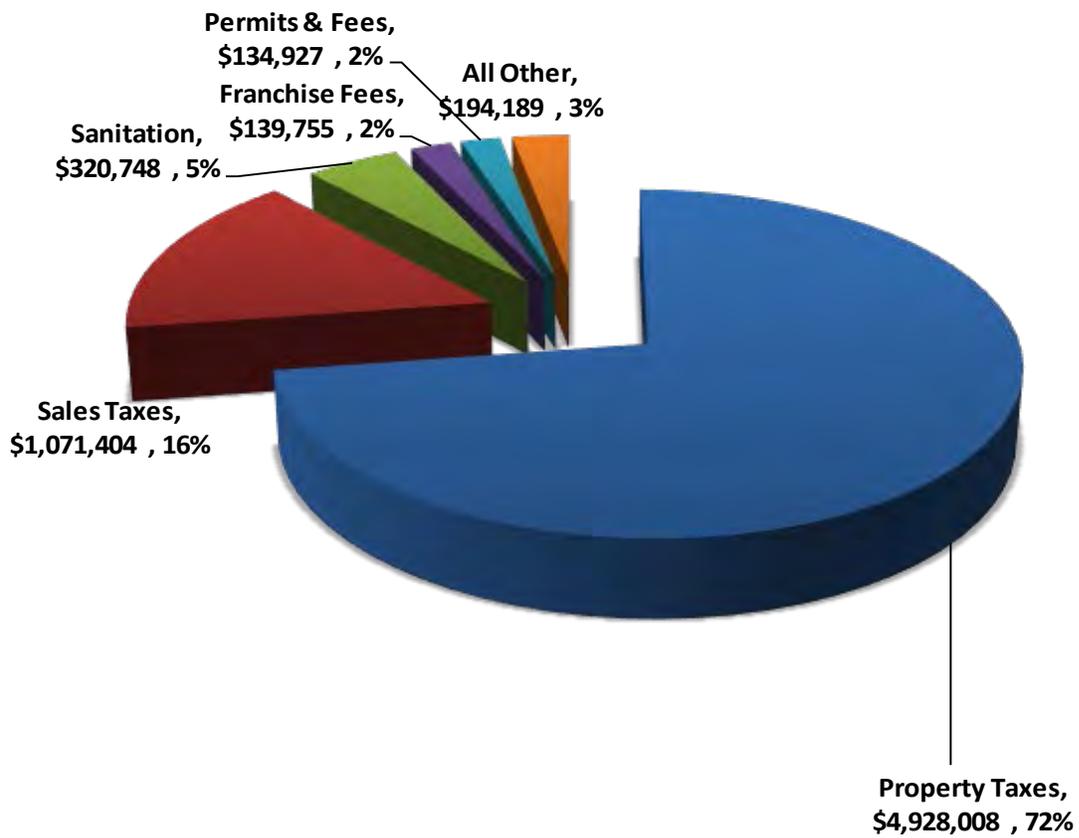


**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2023-24
AS OF 12/31/23
25 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR			
	Annual Budget	Year-to- Date	% of Budget		Annual Budget	Year-to- Date	% of Budget
Revenues:							
Property Taxes	\$7,441,091	\$4,223,948	56.8%		\$8,091,509	\$4,928,008	60.9%
Sales Taxes	\$3,312,861	\$1,035,878	31.3%		\$3,443,307	\$1,071,404	31.1%
Franchise Fees	\$648,567	\$141,674	21.8%		\$654,317	\$139,755	21.4%
Permits & Fees	\$402,655	\$426,305	105.9%		\$427,655	\$134,927	31.6%
Sanitation	\$1,104,000	\$310,432	28.1%		1,104,000	\$320,748	29.1%
Senior Activities	\$50,000	\$15,437	30.9%		50,000	\$32,631	65.3%
Fines	\$287,500	\$116,809	40.6%		\$302,500	\$102,873	34.0%
Interest	\$6,000	\$18,929	315.5%		6,000	\$44,416	740.3%
Other Grants		\$20,807	0.0%				0.0%
SEDC Grant		\$6,750	0.0%				0.0%
SG&A Recovery SEDC	\$27,000	\$1,026	3.8%		\$27,000	\$6,750	25.0%
Miscellaneous	\$10,000		0.0%		\$10,000	\$7,519	75.2%
Total Revenues	\$13,289,674	\$6,317,997	47.5%		\$14,116,288	\$6,789,030	48.1%
Transfers In:	\$393,136	\$118,984	30.3%		\$393,136	\$118,984	30.3%

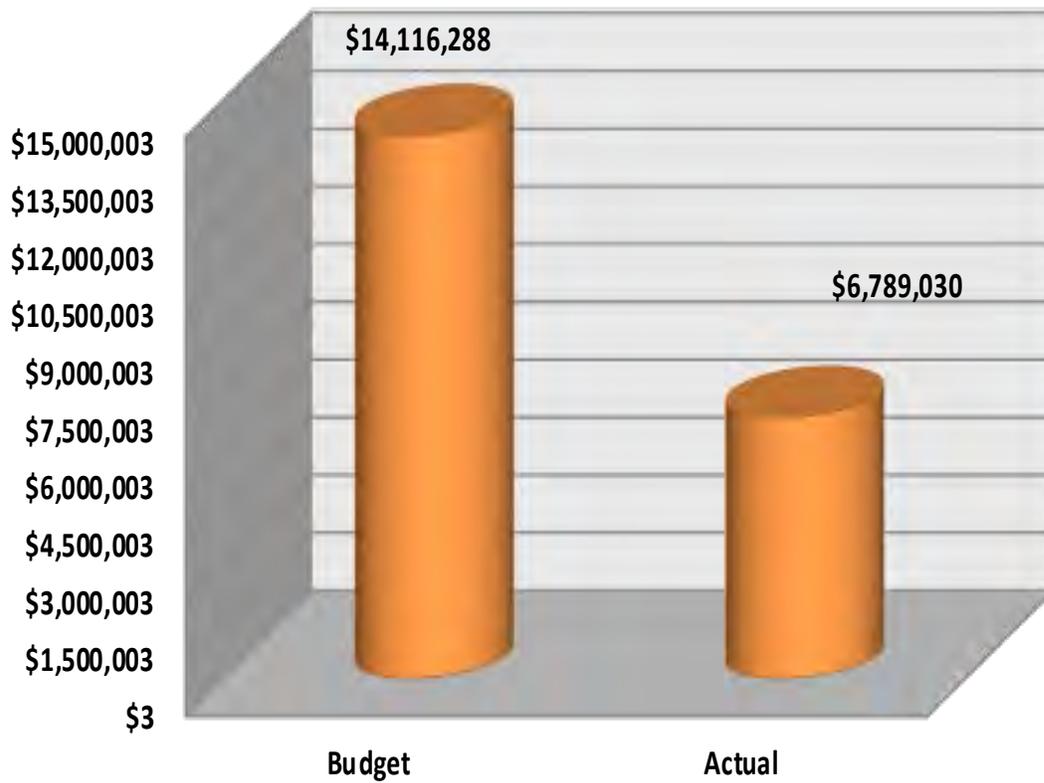


**General Fund Revenues
1st Quarter, FY 2024
Total \$6,789,030**



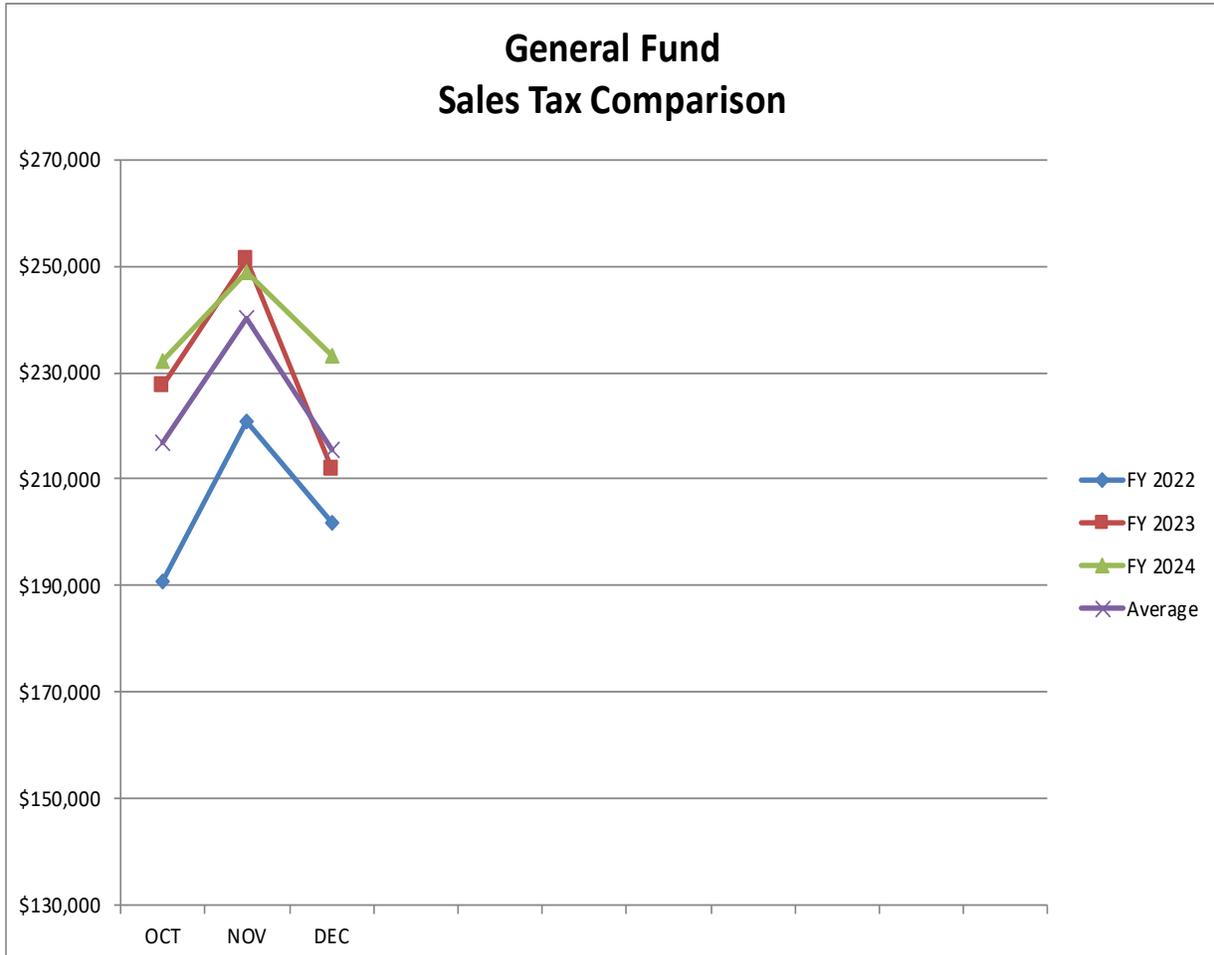


Year to Date Revenue Comparison General Fund





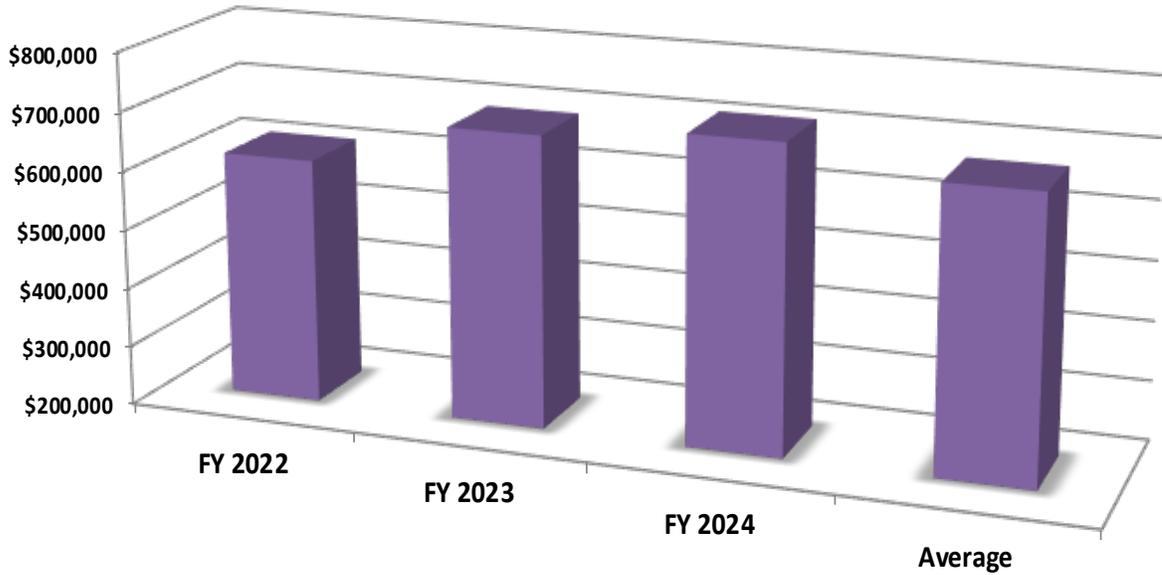
General Fund Sales Tax Comparison



	FY 2022	FY 2023	FY 2024	Three Year Average
OCT	190,825.92	227,390.01	232,094.77	216,770.23
NOV	220,810.91	251,254.88	248,850.96	240,305.58
DEC	201,749.86	211,940.69	233,126.01	215,605.52



Fiscal Year to Date Comparison - Sales Tax



	FY 2022	FY 2023	FY 2024	Three Year Average
Fiscal Year To Date	613,386.69	690,585.57	714,071.73	672,681.33



Sales & Use Tax Monthly Summary General Fund

December, 2023

History by Month					
Month	FY 21-22	FY 22-23	FY 23-24	Inc/(Dec) From Last Year	Percent +/-
October	\$ 190,825.92	\$ 227,390.01	\$ 232,094.77	\$ 4,704.76	2.1%
November	\$ 220,810.91	\$ 251,254.88	\$ 248,850.96	\$ (2,403.92)	-1.0%
December	\$ 201,749.86	\$ 211,940.69	\$ 233,126.01	\$ 21,185.32	10.0%
January	\$ 196,537.55	\$ 211,131.80	\$ -		0.0%
February	\$ 254,002.15	\$ 287,175.08	\$ -		0.0%
March	\$ 188,038.12	\$ 207,298.31	\$ -		0.0%
April	\$ 174,238.14	\$ 225,273.15	\$ -		0.0%
May	\$ 261,175.63	\$ 254,401.34	\$ -		0.0%
June	\$ 222,722.87	\$ 211,540.73	\$ -		0.0%
July	\$ 221,516.96	\$ 225,195.39	\$ -		0.0%
August	\$ 253,274.98	\$ 262,715.45	\$ -		0.0%
September	\$ 247,555.63	\$ 217,963.85	\$ -		0.0%
Total General Fund	\$ 2,632,448.70	\$ 2,793,280.65	\$ 714,071.73	\$ 23,486.16	3.4%

Actual to Budget					
GF Budget FY 2024				\$ 2,294,538	
	<u>PERCENT YTD</u>	<u>AMOUNT YTD</u>			
Target to Budget	25.00%	\$ 573,634.50			
Actual to Budget	31.12%	\$ 714,071.73			
Amount Over/(Under)		\$ 140,437.23			
Percent +/-		6.12%		<u>OVER/(UNDER)</u>	<u>% +/-</u>
September 30 Forecast			\$ 2,888,277	\$ 593,739	25.9%

Actual to Actual					
Year to Date	FY 21-22	FY 22-23	FY 23-24	Inc/(Dec) From Last Year	Percent +/-
Year to Date	\$ 613,386.69	\$ 690,585.57	\$ 714,071.73	\$ 23,486.16	3.4%

Total Sales Tax & Distribution				
	General Fund	PTR	4B	Total
This Month	\$ 233,125.97	\$ 116,563.02	\$ 116,563.02	\$ 466,252.01
Year to Date	\$ 714,071.73	\$ 357,035.86	\$ 357,035.86	\$ 1,428,143.45

NOTE: SALES TAX IS RECEIVED FROM THE STATE TWO MONTHS AFTER THE ACTUAL SALE DATE.



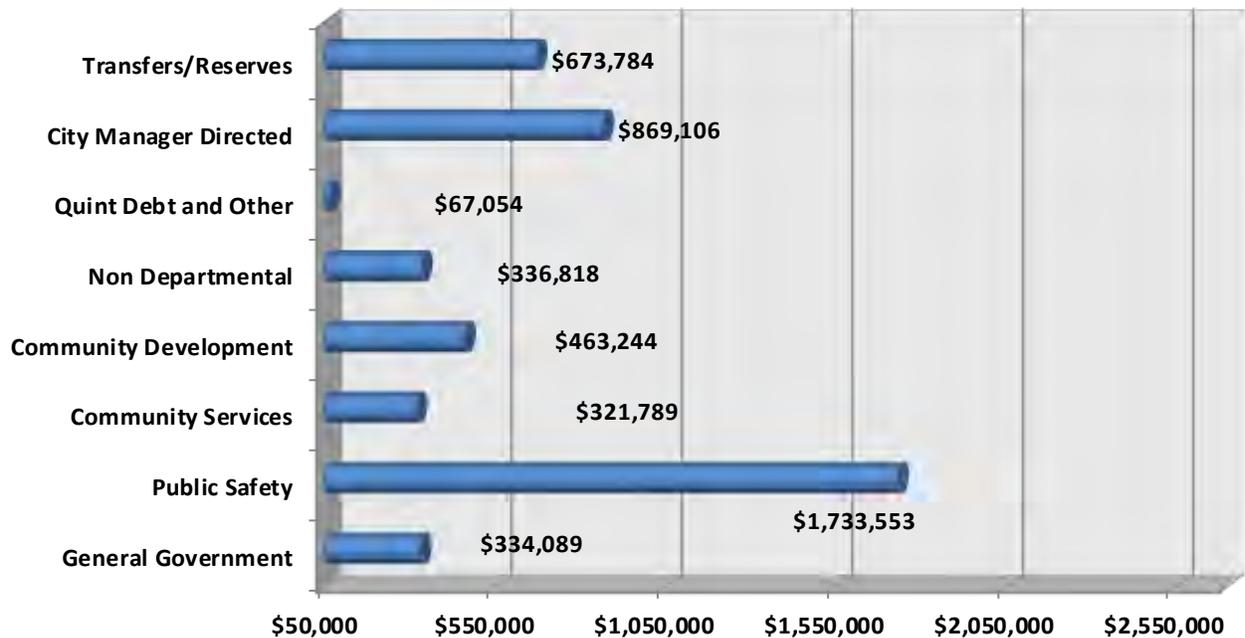
**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2023-24
AS OF 12/31/23
25 % OF BUDGET YEAR**

Expenditures:							
City Council	9,650	388	4.0%	10,550	286	2.7%	
City Manager	277,637	74,631	26.9%	282,641	72,141	25.5%	
City Secretary	172,119	38,383	22.3%	179,781	36,509	20.3%	
Finance	476,843	115,938	24.3%	516,355	119,617	23.2%	
Animal Services	184,385	34,789	18.9%	257,355	56,332	21.9%	
Code Enforcement	226,661	48,301	21.3%	245,253	52,598	21.4%	
Bldg Inspection/Services	485,650	116,485	24.0%	567,410	118,719	20.9%	
Health Inspection	121,653	26,892	22.1%	146,293	30,516	20.9%	
Police	3,126,120	693,727	22.2%	3,370,119	718,841	21.3%	
Planning	135,806	32038.53	23.6%	56,688	212	0.4%	
Fire	2,862,154	666,038	23.3%	3,127,965	685,988	21.9%	
Municipal Court	197,828	44,582	22.5%	207,972	46,256	22.2%	
Library	205,107	48,936	23.9%	213,913	46,085	21.5%	
Senior Center	200,671	52,748	26.3%	219,566	43,884	20.0%	
Streets	478,912	105,950	22.1%	499,628	98,225	19.7%	
Sanitation	1,002,902	174,853	17.4%	1,002,902	185,565	18.5%	
Support Services	936,694	234,171	25.0%	1,031,959	213,601	20.7%	
Parks	401,432	70,852	17.6%	461,521	162,973	35.3%	
Emergency Medical Service	174,123	42,500	24.4%	178,500	58,792	32.9%	
Information Technology	178,500	78,610	44.0%	189,500	67,921	35.8%	
Human Resources	177,741	40,745	22.9%	328,661	37,614	11.4%	
Non Departmental	476,250	278,678	58.5%	541,600	336,818	62.2%	
Total Expenditures	12,508,838	3,020,235	24.1%	13,636,132	3,189,493	23.4%	
Debt Payment (Quint)	67,500	67,054	99.3%	67,500	67,054	99.3%	
PEG Reserves	6,700	-		6,700		0.0%	
Transfers and Reserves	1,136,733	511,733	45.0%	671,733	673,784	100.3%	
Use of Fund Balance Projects	315,181	75,251	23.9%	4,443,430	869,106	19.6%	

1/28/2024 14:07



**General Fund Expenditures, Transfers and One Time
Fund Balance Outlays
1st Quarter FY 2024
Total \$4,799,437**



General Government

City Council, City Manager, City Secretary, Information Technology, Human Resources and Finance

Community Development

Building Services, Code Enforcement, Streets, Parks, Planning

Community Services

Municipal Court, Library, Senior Center, Sanitation

Public Safety

Police, Fire, Ambulance, Support Services, Animal Services

Transfers/Reserves

Transfers for Street Maintenance and Vehicle Replacement

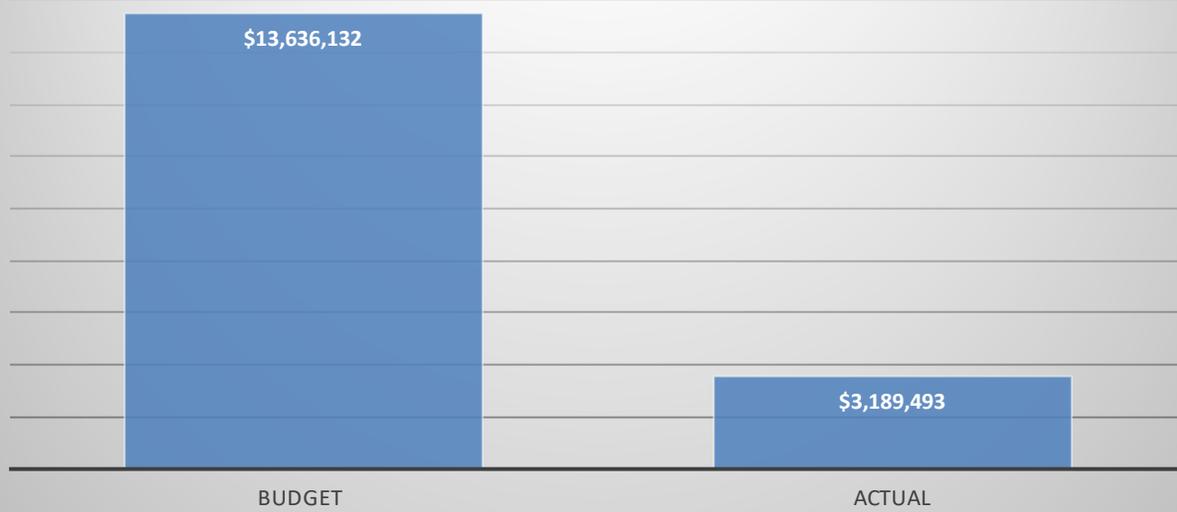


**General Fund
Use of Fund Balance Projects
FY 2024**

	<u>Budget</u>	<u>Actual</u>
Street Projects	2,066,226	390,050.00
Parks Dept Improvements	630,650	206,650.00
Support Services New CAD-RMS System	173,638	173,639
Fire Vehicle Purchase	160,000	61,369
Firefighting Equipment	72,725	31,399
Dispatch/Support Incentive Pay	10,000	5,000
Tuition Reimbursement	5,000	1,000
Emergency Siren Replacement	25,000	-
Software Upgrade	223,323	-
Police Equipment	13,000	-
Streets Dept Equipment	26,891	-
Police Vehicles	254,956	-
Bearden Park Bleacher stands	288,872	-
Bruce Park Soccer fields	38,128	-
Streets Dept Dump Truck	250,000	-
Bldg Inspector vehicle	45,171	-
Senior Center Parking Lot	159,850	-
Total	4,443,430	869,106



Year to Date Expenditure Comparison General Fund



Budget	Actual
\$13,636,132	\$3,189,493



**WATER AND SEWER FUND
SUMMARY OF REVENUES AND EXPENDITURES
AS OF 12/31/23
25% OF BUDGET YEAR**

	Budget	Year to Date	% tage of Budget
REVENUES:			
Water Sales	\$4,243,760	\$1,137,116	26.8%
Sewer Sales	4,382,272	1,118,017	25.5%
All Other	<u>399,250</u>	<u>151,521</u>	38.0%
TOTAL REVENUES	\$9,025,282	\$2,406,655	26.7%
EXPENDITURES:			
Water Services	\$3,011,313	\$399,079	13.3%
Sewer Services	3,320,918	885,087	26.7%
Debt Service Transfer	500,276	125,069	25.0%
Non Departmental	181,761	133,430	73.4%
All Other	<u>640,821</u>	<u>138,495</u>	21.6%
TOTAL EXPENDITURES	\$7,655,089	\$1,681,160	22.0%
Use of Reserve	1,854,783	69,244	3.7%
Transfers Out	365,536	91,384	25.0%

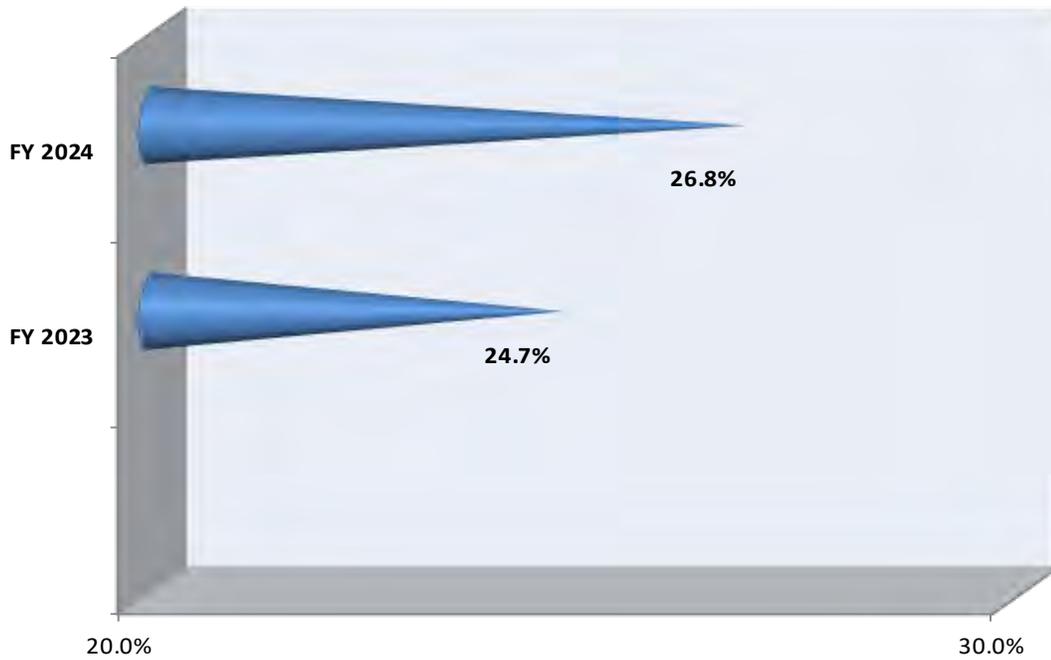


**WATER AND SEWER FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2023-24
AS OF 12/31/23
25 % OF BUDGET YEAR**

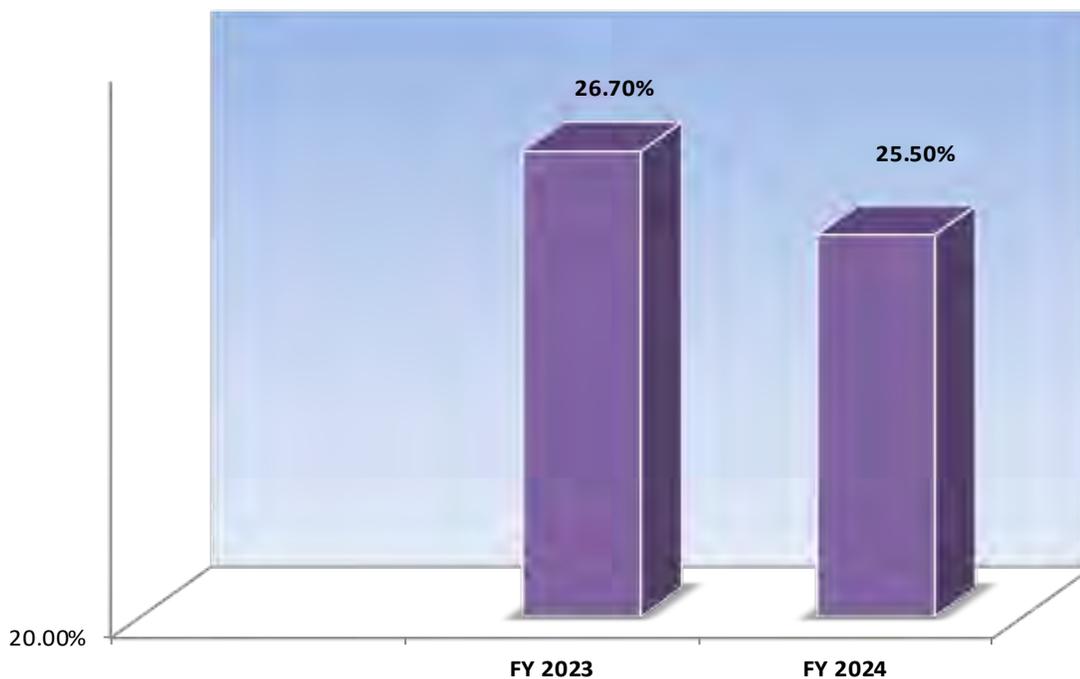
	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
Revenues:						
Water Sales	\$3,999,381	\$989,799	24.7%	\$4,243,760	\$1,137,116	26.8%
Sewer Service	\$3,729,362	\$995,746	26.7%	\$4,382,272	\$1,118,017	25.5%
Outside Contractor Tap Fees	\$0	\$11,550	0.0%	\$30,000	\$0	0.0%
Penalties and Interest	\$160,000	\$71,079	44.4%	\$204,500	\$68,090	33.3%
Pretreatment Sewer Revenue	\$60,938	\$14,360	23.6%	\$53,000	\$14,360	27.1%
Reconnection Fees	\$50,000	\$12,560	25.1%	\$50,000	\$10,185	20.4%
Meter Installation	\$5,000	\$3,200	64.0%	\$15,000	\$1,150	7.7%
Online Payment Fee	\$7,500	(\$136)	-1.8%	\$0	\$0	0.0%
Interest Earnings	\$10,000	\$21,579	215.8%	\$20,000	\$48,534	242.7%
Miscellaneous	\$1,000	(\$624)	-62.4%	\$1,000	\$8,394	839.4%
Bank and NSF Fees	\$0	\$330	0.0%	\$750	\$120	16.0%
Water Tap Fees	\$0	\$6,200	0.0%	\$16,500		0.0%
Sewer Tap Fees	\$0	\$3,750	0.0%	\$8,500		0.0%
Care-Flite Fees	\$0	\$14,018	0.0%	\$0	\$688	0.0%
Total Revenues	\$8,023,181	\$2,143,413	26.7%	\$9,025,282	\$2,406,655	26.7%
Transfers In:						
Expenditures:						
Utility Administration	\$249,827	\$56,547	22.6%	\$331,582	\$60,132	18.1%
Water Services	\$2,743,069	\$452,033	16.5%	\$3,011,313	\$399,079	13.3%
Sewer Services	\$2,943,741	\$819,683	27.8%	\$3,320,918	\$885,087	26.7%
Customer Services	\$326,220	\$77,654	23.8%	\$309,239	\$78,363	25.3%
Non Departmental	\$184,019	\$62,868	34.2%	\$181,761	\$133,430	73.4%
Debt Service Transfer	\$1,131,077	\$282,769	25.0%	\$500,276	\$125,069	25.0%
Total Expenditures	\$7,577,953	\$1,751,555	23.1%	\$7,655,089	\$1,681,160	22.0%
Transfers Out	\$365,536	\$91,384	25.0%	\$365,536	\$91,384	25.0%
Capital Outlay - Other Equip						
1 Vehicles W&S-Constr Inspect			0.0%	\$43,000	-	0.0%
Side by Side for Inspections			0.0%	\$23,500	-	0.0%
Cityworks System	18,925	24,081.38	127.2%			0.0%
Open Gov Software Support	30,833		0.0%			0.0%
Water Rate Study			0.0%	\$16,000	\$0	0.0%
Water & Sewer Master Plan			0.0%	\$160,000	\$0	0.0%
EPA Mandates	20,200		0.0%			0.0%
Vehicles	68,000		0.0%	\$68,000	-	0.0%
East Malloy Bridge Rd Sewer Relocation				\$200,000	3,500	1.8%
Northern Basin Interceptor Eng	100,000	\$10,392	10.4%	\$80,000	\$18,661	23.3%
Capital Projects	1,000,000		0.0%			0.0%
Lift Station Condition Assessment	110,000		0.0%	\$110,000		0.0%
Jetter Trailer	\$82,526		0.0%			0.0%
Dump Trailer	\$17,560		0.0%			0.0%
Blue Diamond boom mower w/82" grapple attachment	\$29,786		0.0%			0.0%
Ard Rd Pump Station Upgrade				1,154,283	47,083	



Water Revenue as a % of Budget 25% of the Fiscal Year



Sewer Revenue as a % of Budget 25% of the Fiscal Year





**OTHER FUNDS: FINANCIAL SUMMARY
FOR FISCAL YEAR 2023-24
AS OF 12/31/23
25% of Budget Year**

FUND #	FUND NAME	FY 2023 ACTUAL YTD REVENUES	FY 2024 ANNUAL REVENUE BUDGET	FY 2024 ACTUAL YTD REVENUES	FY 2023 ACTUAL YTD EXPENDITURES	FY 2024 ANNUAL EXPENDITURE BUDGET	FY 2024 ACTUAL YTD EXPENDITURES
ENTERPRISE FUNDS					ENTERPRISE FUNDS		
21	W&S Debt Service	\$283,250	\$500,776	\$125,839	\$633,545	\$500,276	-
22	W&S Improvements	\$0	\$1,154,283	\$50,583	\$352	\$1,354,283	\$50,583
61	Storm Water	\$54,407	\$238,665	\$75,459	\$56,591	\$180,345	\$86,524
81	Group Insurance	\$396,216	-	\$322,086	396,215.44	-	322,086.45
SPECIAL REVENUE FUNDS					SPECIAL REVENUE FUNDS		
25	Opiod Abatement Sttlmnt	-	-	-	-	-	-
29	Police Seizure State	-	-	-	-	-	-
30	Police Seizure Federal	-	-	-	-	-	-
32	Miscellaneous Grants	\$687	\$550	\$6,170	\$50	\$2,150	4,283
35	Recycle Revenue Fund	-	\$500	-	212	\$500	-
36	Municipal Court	\$6,346	\$18,900	\$5,434	\$0	\$24,145	7,200
38	Park Development	-	-	-	-	-	-
39	Hotel Motel Fund	\$15,299	\$35,000	\$16,821	-	\$31,000	-
42	Park Maintenance	\$30	\$1,400	\$230	-	37,000.00	-
45	Animal Shelter	-	-	-	-	\$0	-
46	Animal Shelter Building	\$542	\$1	\$0	-	-	2,051
47	Vehicle Replacement Fund	\$42,000	\$44,500	\$42,000	-	\$38,813	-
48	Technology Replacement	\$17,500	\$17,500	\$17,500	\$8,036	\$17,500	9,600
50	TLEOSE	-	\$1,500	-	\$150	\$1,200	-
56	Toy Drive Donations	\$262	-	\$275	-	-	1,960
58	Park Development Fund	-	-	-	-	-	-
59	Developer Review Fund	-	-	\$55,700	16,543.00	-	\$6,075
72-79	Developers	\$25,000	-	\$138,511	2,909	-	\$158,077
DEBT SERVICE FUND					DEBT SERVICE FUND		
2	General Debt Service	\$463,452	\$1,218,920	\$737,166	-	\$1,249,822	-
CAPITAL PROJECTS					CAPITAL PROJECTS		
43	Street Maintenance	\$471,038	\$470,733	\$471,840	\$30,960	\$469,733	-
44	2019 Street Projects	\$338	-	\$2	\$3,591	-	-
55	Covid Loc Fisc Rcv Funds	\$35,147	\$50,000	\$56,760	-	4,000,000	-
57	Capital Projects Fund	-	-	-	-	170,000	16,443
60	Simonds Rd Project	-	\$20,000	\$40,469	-	3,000,000	60,567
62	Central Fire Station	-	-	\$160,371	-	-	-
63	Animal Shelter CIP	-	\$10,000	\$26,979	-	2,000,000	-
64	Police Station CIP	\$41,733	\$50,000	\$65,347	\$3,691	\$5,175,117	\$1,026,940

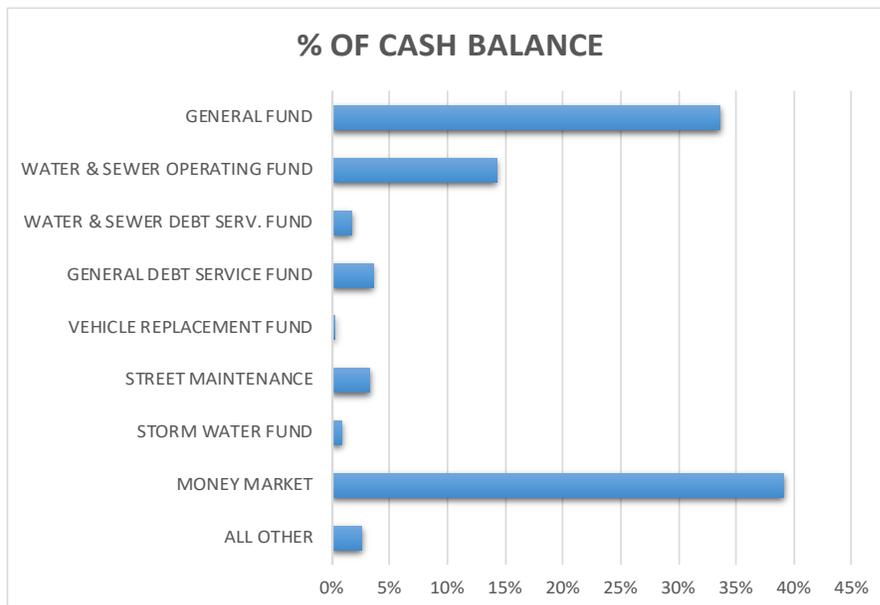
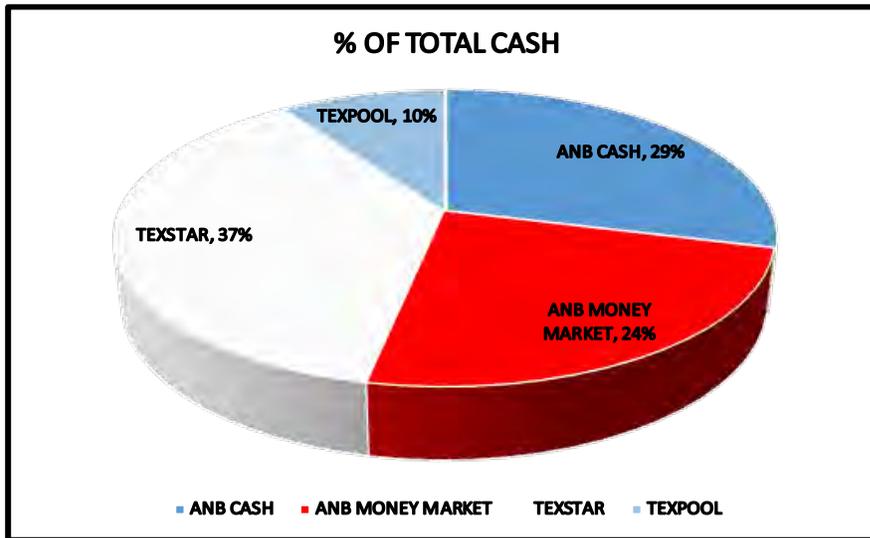


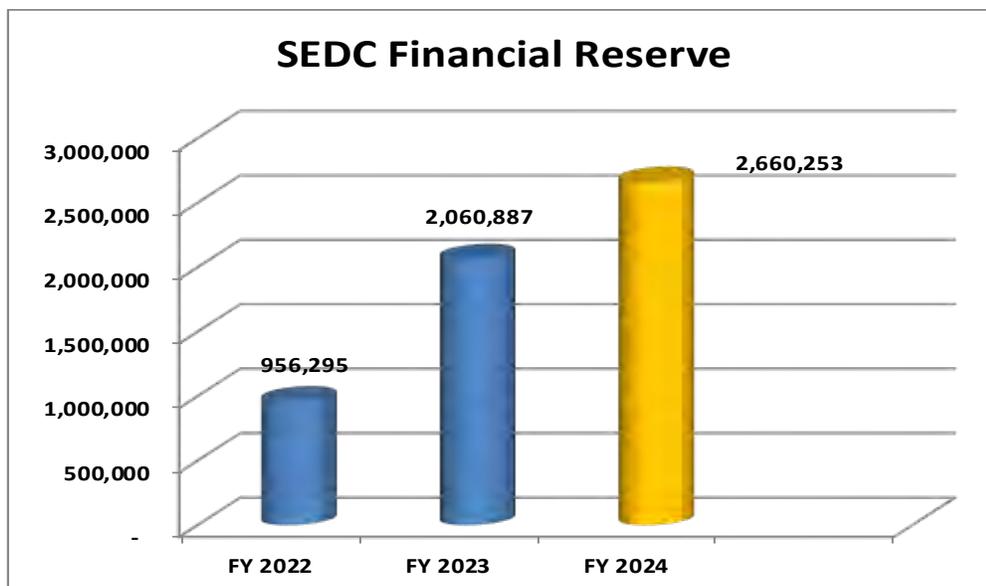
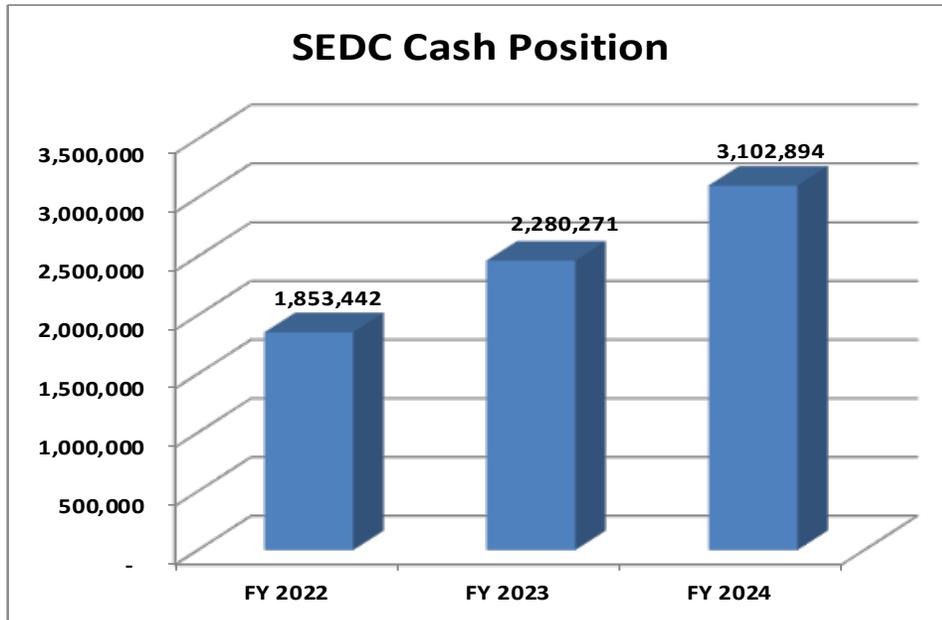
**CITY OF SEAGOVILLE
CASH REPORT
1st QUARTER FY 2024**

Bank Acct#	Bank Account Name	ACCT BALANCE AS OF SEP 30, 2023	CHANGES	ACCT BALANCE AS OF DEC 31, 2023
*5157	GENERAL FUND MONEY MARKET ACCT	1,183,651.72	3,021,331.43	4,204,983.15
*5181	W&S MONEY MARKET ACCT	1,698,379.34	3,024,508.13	4,722,887.47
800008997	ANB Group Insurance Trust Bank	25.61	0.03	25.64
800000838	ANB PAYROLL FUND	12,490.10	(42.85)	12,447.25
4600130068	ANB ROOF	32,722.23	0.82	32,723.05
4600016705	ANB PEG	124,055.74	6,703.23	130,758.97
800007205	ANB PRIMARY	13,603,630.99	(3,074,254.66)	10,529,376.33
800013104	ANB ANIMAL SHELTER OPERATIONS	8,387.21	2,050.78	10,437.99
TOTALS	CASH ACCOUNTS	16,663,342.94	2,980,296.91	19,643,639.85
572915620	TEXSTAR- FY 2015 BONDS	156,120.84	2,106.85	158,227.69
572920190	TEXSTAR- 2019 BONDS	103.07	1.66	104.73
572920211	TEXSTAR- 2021 CLFRF	4,205,851.21	56,759.67	4,262,610.88
572920230	TEXSTAR- 2023 BONDS	5,037,084.79	(67,768.41)	4,969,316.38
449/1291300001	TEXPOOL-GENERAL FUND	1,683,767.98	22,879.78	1,706,647.76
449/1291300003	TEXPOOL-WATER AND SEWER	1,425,270.03	19,367.23	1,444,637.26
449/1291300004	TEXPOOL-WATER DEPOSIT FUND	342,855.63	4,658.90	347,514.53
449/1291300006	TEXPOOL-GOVT DEBT SVC	12,394.35	168.37	12,562.72
449/1291300007	TEXPOOL-WATER AND SEWER DEBT SVC	56,694.43	770.41	57,464.84
TOTALS	INVESTMENT ACCOUNTS	17,914,128.44	(595,708.08)	17,318,420.36
GRAND TOTAL		\$ 34,577,471.38	\$ 2,384,588.83	\$ 36,962,060.21



BANK	% OF TOTAL CASH
ANB CASH	29%
ANB MONEY MARKET	24%
TEXSTAR	37%
TEXPOOL	10%







CITY OF SEAGOVILLE, TEXAS
QUARTERLY FINANCIALS AND INVESTMENT REPORT
Investment Officers Signature Page
Quarter Ending December 31, 2023

This report is in compliance with the investment strategy as established in the City's Investment Policy and the Public Funds Investment Act, Chapter 2256, Texas Government Code.

Prepared on: January 29, 2023

Lackey Stepper Sebastian, Mayor

Pat Stallings, City Manager

Gail French, Director of Finance



TO: Mayor and City Council
FROM: Sara Egan, City Secretary
DATE: February 5, 2024
ITEM: 11
DESCRIPTION: Consider approving the City Council meeting minutes: January 22, 2024.

RECOMMENDATION

Recommend approval of the meeting minutes.

ATTACHMENTS

1. January 22, 2024 Minutes



City of Seagoville

Meeting Minutes

City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, January 22, 2024

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, January 22, 2024, 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 regarding the consent agenda.

Community Development Director Bill Medina briefed City Council on the Public Hearing agenda items 13-15.

Mr. Jimmy O'Neal representing Twin Eagle Capital, LLC answered questions regarding the proposed development (agenda Item 14).

Mayor Sebastian recessed the Work Session at 6:59 p.m.

EXECUTIVE SESSION

3. The City Council will convene into executive session pursuant to Texas Govt. Code section 551.071 – Consultation with Attorney, to seek legal advice about:

(1) Zoning regulations and procedures governing the adoption of zoning amendments.

(2) A proposed standard form License and Use Agreement for use by and between the City and youth sports associations.

(3) Pending litigation, to-wit: Seagoville Residents Association v. City of Seagoville and Target Builders, LLC, Cause No. DC-23-20340 in the 134th Judicial District Court of Dallas County, Texas.

Mayor Sebastian adjourned the Executive Session at 7:42 p.m.

WORK SESSION

Mayor Sebastian reconvened into the Work Session at 7:44 p.m.

4. Take any necessary action as a result of Executive Session.

There was no action as a result of Executive Session.

5. Adjourn.

Mayor Sebastian adjourned the Work Session at 7:44 p.m.

REGULAR SESSION**6. Call to Order**

Mayor Sebastian called the Regular Session to order at 7:50 p.m.

7. Invocation

Mayor Pro Tem Magill led the invocation.

8. Pledge of Allegiance

City Council led the pledge of allegiance.

9. Mayor's Report

- The development project known as The Savoy at Seagoville celebrated a groundbreaking and ribbon cutting ceremony last Thursday.
- Se-go Buffet and Mexican Tienda have been inspected and issued a food permit to operate.

10. Citizen's Comments

No one signed up to speak.

Consent Agenda

Mayor Pro Tem Magill made a motion to approve Consent Agenda Items 11-12, seconded by Councilmember Howard. The motion passed by a unanimous vote (5/0).

11. Consider approving the City Council meeting minutes: December 18, 2023.**12. Consider a Resolution approving Work Order No. 13 for professional development plan review services on a defined scope of services basis with Garver, LLC. for the purpose of providing engineering services for on-call engineering services in an amount not to exceed \$90,000.00; and authorizing the City Manager to sign.**

Resolution No. 2024-01

Public Hearing**13. Conduct a public hearing and consider an Ordinance approving a request for a Special Use Permit (SUP No. 01-2024) for a Tobacco Shop, for property located at 110 N. US Highway 175, Unit 104, Seagoville, Dallas County, Texas.**

Mayor Sebastian opened the public hearing at 7:55 p.m.

Mayor Pro Tem suggested approving the requested hours of operation of 9 a.m. – 10 p.m.

Mayor Sebastian invited members of the public to speak. No one spoke in favor or against.

Mayor Sebastian closed the public hearing at 7:55 p.m.

Councilmember Hernandez made a motion to approve item 13 with the requested hours of operation of 9 a.m. – 10 p.m., seconded by Councilmember Grimes. The motion passed by a unanimous vote (5/0).

Ordinance No. 2024-01

14. Conduct a public hearing and consider an Ordinance approving a zoning change from the Agricultural District (AG) to a Planned Development Zoning District (PD No. 01-2024) with a base zoning of Light Manufacturing (PD-LM), for property located at 1616 Bowers Road, 612 Environmental Way, and 648 Environmental Way, Seagoville, Dallas County, Texas.

Mayor Sebastian opened the public hearing at 7:56 p.m.

Mr. O'Neal provided an overview of the proposed development.

Mayor Sebastian invited members of the public to speak. No one spoke in favor or against.

Mayor Sebastian closed the public hearing at 7:57 p.m.

Mayor Pro Tem Harold Magill made a motion to approve item 14. Mayor Sebastian requested a second to the motion. The motion died due to a lack of second.

- 15. Conduct a public hearing and consider an Ordinance approving a zoning change from Commercial (C) to Planned Development (PD No. 02-2024) with a base zoning of Commercial (PD-C), on approximately 5.575 acres, described as being a portion of Tract 16, of the Robert Kleberg Abstract 716 Page 827 commonly known as 3115 North Highway 175, Seagoville, Dallas County, Texas.**

Mayor Sebastian opened the public hearing at 7:58 p.m.

Councilmember Hernandez and Epps commended the applicant on the landscaping improvements incorporated with this development.

Mayor Sebastian invited members of the public to speak. No one spoke in favor or against.

Mayor Sebastian closed the public hearing at 7:59 p.m.

Councilmember Hernandez made a motion to approve item 15, seconded by Councilmember Epps. The motion passed by a unanimous vote (5/0).

Ordinance No. 2024-02

Regular Agenda

- 16. Discuss and consider approval of a City of Seagoville standard form License and Use Agreement to be used for use of City sports facilities by any youth sports association or group.**

Mayor Pro Tem Magill commended staff for the creation of a standardized agreement form.

Councilmember Howard made a motion to approve item 16, seconded by Councilmember Grimes.

The motion passed by a unanimous vote (5/0).

- 17. Conduct an interview with a board applicant and consider an appointment to fill a vacancy to the Board of Adjustments, Place 3, with a term expiring June 30, 2024.**

City Secretary Sara Egan briefed City Council on the agenda item and introduced the applicant Ms. Johnnie Goins.

Councilmember Epps made a motion to appoint Johnnie Goins to the unexpired term, seconded by Mayor Pro Tem Magill. The motion passed by a unanimous vote (5/0).

- 18. Discuss and consider a Resolution casting a vote for the Fourth Member of the Board of Directors of the Dallas County Central Appraisal District.**

Ms. Egan explained this vote is for the Runoff Election of the two top candidates: Micheal Hurtt and Brett Franks.

Mayor Pro Tem Magill made a motion to cast a vote for Micheal Hurtt, seconded by Councilmember Hernandez. The motion passed by a unanimous vote (5/0).

Resolution No. 2024-02

- 19. Discuss and consider a Resolution ordering the General Election to be held on May 4, 2024, for the purpose of electing persons to the offices of Councilmember Places 1, 3, and 5; authorizing a Joint Election with Other Dallas County Political Subdivisions; authorizing the City Manager to execute an Election Services Contract with Dallas County; providing for a Runoff Date; and providing an effective date.**

(Spanish/ Español)

DISCUTIR Y CONSIDERAR UNA RESOLUCIÓN DEL AYUNTAMIENTO DE LA CIUDAD DE SEAGOVILLE, TEXAS, QUE ORDENA UNA ELECCIÓN GENERAL QUE SE LLEVARÁ A CABO EL 4 DE MAYO DE 2024, CON EL PROPÓSITO DE ELEGIR PERSONAS PARA LOS CARGOS DE CONCEJALES EN LOS LUGARES 1, 3 Y 5; AUTORIZAR UNA ELECCIÓN CONJUNTA CON OTRAS SUBDIVISIONES POLÍTICAS DEL CONDADO DE DALLAS; AUTORIZAR AL ADMINISTRADOR DE LA CIUDAD A EJECUTAR UN CONTRATO DE SERVICIOS ELECTORALES CON EL CONDADO DE DALLAS; ESTABLECER UNA FECHA DE ELECCIÓN DE SEGUNDA VUELTA; Y PROPORCIONAR UNA FECHA DE ENTRADA EN VIGOR.

(Vietnamese/ Tiếng Việt)

NGHỊ QUYẾT CỦA HỘI ĐỒNG THÀNH PHỐ THÀNH PHỐ SEAGOVILLE, TEXAS, RA LỆNH MỘT CUỘC TỔNG TUYỂN CỬ VÀO NGÀY 4 THÁNG 5 NĂM 2024, NHẪM MỤC ĐÍCH BẦU CỬ RA NHỮNG NGƯỜI NẪM GIỮ CÁC CHỨC VỤ ỦY VIÊN HỘI ĐỒNG VỊ TRÍ SỐ 1, 3 VÀ 5; CHO PHÉP BẦU CỬ CHUNG VỚI CÁC PHẦN VIÊN CHÍNH TRỊ KHÁC CỦA QUẬN DALLAS; ỦY QUYỀN CHO VIÊN CHỨC QUẢN LÝ THÀNH PHỐ THỰC HIỆN HỢP ĐỒNG DỊCH VỤ BẦU CỬ VỚI QUẬN DALLAS; QUY ĐỊNH NGÀY BẦU CỬ CHUNG CUỘC; VÀ CUNG CẤP NGÀY CÓ HIỆU LỰC.

Ms. Egan explained the City is required to call or order the election. If all candidates are unopposed the City may cancel the election after the filing period. Currently, the estimated cost of early voting and election day is \$8,354.38.

Councilmember Epps made a motion to approve item 19, seconded by Councilmember Howard. The motion passed by a unanimous vote (5/0).

Resolution No. 2024-03

20. Items of community interest and councilmember reports.

Mayor Pro Tem reported on the development of The Savoy at Seagoville and their contribution of smart homes to the City.

Councilmember Epps commended the Community Development Department for their work ethic.

21. Discuss future agenda items.

Councilmember Howard suggested researching vehicle tracking technology emerging for the police departments.

Councilmember Epps requested a count of vape shops. He would also like staff to review parking concerns on and/or near Super 1 Foods.

22. Adjourn

There being no further business before the City Council, the meeting was adjourned at 8:09 p.m.

APPROVED:

ATTEST:

Lackey Stepper Sebastian, Mayor

Sara Egan, City Secretary



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: February 5, 2024
ITEM: 12
DESCRIPTION: Consider a Resolution authorizing the purchase of soccer goals in an amount not to exceed fifteen thousand four hundred one dollars and ninety-one cents (\$15,401.91) from BSN Sports; authorizing the City Manager to execute any necessary documents and disburse the funds for said purchase.

INTRODUCTION

The purpose of this item is to authorize the purchase of soccer goals.

BACKGROUND

During the budget process council approved a budget for soccer goals at Bruce Central Park (2 new soccer fields). Staff has received a quote for the purchase through BSN Sports on the Texas Local Government Purchasing Cooperative Buyboard.

FINANCIAL IMPACT

Approved in the FY2024 budget process.

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Resolution
2. BSN Sports Quote

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF SOCCER GOALS AN AMOUNT NOT TO EXCEED FIFTEEN THOUSAND FOUR HUNDRED ONE DOLLARS AND NINETY-ONE CENTS (\$15,401.91) FROM BSN SPORTS; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS AND DISBURSE THE FUNDS FOR SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in the FY 2023-24 budget process, the City Council approved the purchase of soccer goals; and

WHEREAS, pricing has been obtained from BSN Sports through Buy Board in compliance with local and state procurement requirements; and

WHEREAS, the City Council authorizes the purchase of soccer goals in an amount not to exceed fifteen thousand four hundred one dollars and ninety one cents (\$15,401.91) from BSN Sports and further authorizes the City Manager execute all documents necessary and to disburse the funds for said purchase.

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

Section 1. The City Council hereby authorizes the purchase of soccer goals in an amount not to exceed fifteen thousand four hundred one dollars and ninety-one cents (\$15,401.91) from BSN Sports and further authorizes the City Manager execute all documents necessary and to disburse the funds for said purchase.

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

PASSED AND ADOPTED by the City Council for the City of Seagoville at a meeting on the 5th day of February, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney



PO Box 841393
 Dallas, TX 75284-1393
 Phone: 800-527-7510 Fax: 800-899-0149
 Visit us at www.bsnsports.com

Order Summary	
Cart #:	11085451
Purchase Order #:	Soccer Goals
Cart Name:	Soccer Goals
Order Date:	12/15/2023
Estimated Delivery:	12/19/2023
Payment Terms:	NT30
Ship Via:	
Ordered By:	Justin Wilkerson

Contact Your Rep
Oscar Manzo Email: omanzo@bsnsports.com | Phone: 469-631-1171

Sold to
1002908
CITY OF SEAGOVILLE
 702 N HIGHWAY 175
 SEAGOVILLE TX 75159-1774
 USA

Ship To
1197494
CITY OF SEAGOVILLE
 Justin Wilkerson
 101 N WATSON
 SEAGOVILLE TX 75159-1774
 USA

Payer
1002908
CITY OF SEAGOVILLE
 702 N HIGHWAY 175
 SEAGOVILLE TX 75159-1774
 USA

Item Description	Qty	Unit Price	Total
3" Classic Alumagoal 8' X 24' WHITE Item # - SGA300	1 PR	\$ 4,099.99	\$ 4,099.99
3" Classic Alumagoal 6.5' X 18.5' WHITE Item # - SGA302	1 PR	\$ 3,279.99	\$ 3,279.99
3" Classic Alumagoal 4' X 6' WHITE Item # - SGA305	1 PR	\$ 2,295.99	\$ 2,295.99
PEVO Park Series Soccer Goal With Wheels Item # - NSPHG	2 EA	\$ 2,200.00	\$ 4,400.00
TRANSPORT WHEELS (SET OF 2) Item # - SCGWHLXX	6 SET	\$ 220.99	\$ 1,325.94
SOCCER ANCHOR - AUGER STYLE Item # - SGAUGER	32 EA	\$ 0.00	\$ 0.00

Subtotal:	\$15,401.91
Other:	\$0.00
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$15,401.91
Payment/Credit Applied:	\$0.00
Order Total:	\$15,401.91

Texas Buy Board #665-22



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: February 5, 2024
ITEM: 13
DESCRIPTION: Consider a Resolution authorizing the purchase of (12) bleachers in an amount not to exceed one hundred eight thousand three hundred eighty-four dollars and sixty cents (\$108,384.60) from BSN Sports; authorizing the City Manager to execute any necessary documents and disburse the funds for said purchase.

INTRODUCTION

The purpose of this item is to authorizing the purchase of (12) bleachers.

BACKGROUND

During the budget process the City Council approved a budget for new bleachers at Bruce Central park (2 new soccer fields) and Bearden park. Staff has received a quote for the purchase through BSN Sports on the Texas Local Government Purchasing Cooperative Buyboard.

FINANCIAL IMPACT

Approved in the FY2024 budget process.

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Resolution
2. BSN Sports Quote

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF (12) BLEACHERS AN AMOUNT NOT TO EXCEED ONE HUNDRED EIGHT THOUSAND THREE HUNDRED EIGHTY-FOUR DOLLARS AND SIXTY CENTS (\$108,384.60) FROM BSN SPORTS; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS AND DISBURSE THE FUNDS FOR SAID PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in the FY 2023-24 budget process, the City Council approved the purchase of new bleachers; and

WHEREAS, pricing has been obtained from BSN Sports through Buy Board in compliance with local and state procurement requirements; and

WHEREAS, the City Council authorizes the purchase of (12) bleachers in an amount not to exceed one hundred eight thousand three hundred eighty-four dollars and sixty cents (\$108,384.60) from BSN Sports and further authorizes the City Manager execute all documents necessary and to disburse the funds for said purchase.

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

Section 1. The City Council hereby authorizes the purchase of (12) bleachers in an amount not to exceed one hundred eight thousand three hundred eighty-four dollars and sixty cents (\$108,384.60) from BSN Sports and further authorizes the City Manager execute all documents necessary and to disburse the funds for said purchase.

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

PASSED AND ADOPTED by the City Council for the City of Seagoville at a meeting on the 5th day of February, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney



PO Box 841393
 Dallas, TX 75284-1393
 Phone: 800-527-7510 Fax: 800-899-0149
 Visit us at www.bsnsports.com

Quote	
Cart #:	11049385
Purchase Order #:	Bleachers 1
Cart Name:	Bleachers 1
Quote Date:	12/07/2023
Quote Valid-to:	02/29/2024
Payment Terms:	NT30
Ship Via:	
Ordered By:	Justin Wilkerson

Contact Your Rep
Oscar Manzo Email: omanzo@bsnsports.com | Phone: 469-631-1171

Sold to
1002908
CITY OF SEAGOVILLE
 702 N HIGHWAY 175
 SEAGOVILLE TX 75159-1774
 USA

Ship To
1197494
CITY OF SEAGOVILLE
 Justin Wilkerson
 101 N WATSON
 SEAGOVILLE TX 75159-1774
 USA

Payer
1002908
CITY OF SEAGOVILLE
 702 N HIGHWAY 175
 SEAGOVILLE TX 75159-1774
 USA

Item Description	Qty	Unit Price	Total
5 Row 21' VP Preferred Bleacher Item # - NB0521VP	12 EA	\$ 9,029.05	\$ 108,348.60

Texas Buy Board #665-22

Subtotal:	\$108,348.60
Other:	\$0.00
Freight:	\$0.00
Sales Tax:	\$0.00
Order Total:	\$108,348.60
Payment/Credit Applied:	\$0.00
Order Total:	\$108,348.60



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: February 5, 2024
ITEM: 14
DESCRIPTION: Consider a Resolution authorizing the City Manager to engage C&M Concrete for installation of concrete bleacher pads at Bruce Central Park and Bearden Park in an amount not to exceed one hundred four thousand four hundred dollars and zero cents (\$104,400.00); and execute any necessary documents.

INTRODUCTION

The purpose of this item is to engage C&M concrete for a new Bleacher Pads at Bruce Central Park and Bearden Park

BACKGROUND

On April 21, 2014, City Council approved a Resolution to enter into a Master Interlocal Purchasing Agreement between the City of Seagoville and the City of Lancaster. The City of Lancaster acted as a purchasing agent for the purchase of various goods and services through the competitive bidding process. The City of Lancaster and C&M Concrete have previously entered into an agreement for C&M Concrete to provide repairs, which agreement provides that other government entities may participate in the agreement under all terms, conditions, specifications, and pricing as set forth in that agreement.

The City of Seagoville desires to enter into an agreement with C&M Concrete under the Cooperative Purchase Agreement for bleacher pads at Bruce Central Park and Bearden Park. C&M Concrete has submitted a quote for the work in the amount of \$104,400.00 as reflected on estimate submitted by C&M Concrete under the Cooperative Purchase Agreement.

FINANCIAL IMPACT

FY2024 parks budget.

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Resolution
2. Master Purchasing ILA
3. C&M Concrete Estimate

**CITY OF SEAGOVILLE, TEXAS
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE CITY MANAGER TO ENGAGE C&M CONCRETE FOR INSTALLATION OF CONCRETE BLEACHER PADS AT BRUCE CENTRAL PARK AND BEARDEN PARK IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FOUR THOUSAND, FOUR HUNDRED DOLLARS AND NO CENTS (\$104,400.00); AND EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville and the City of Lancaster entered into a Master Interlocal Purchasing Agreement approved by the City Council of the City of Seagoville on April 21, 2014, under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code, under which the City of Lancaster acted as purchasing agent for the purchase of various goods and services through the competitive bidding process, attached hereto and incorporated herein as Exhibit “A”, and

WHEREAS, the City of Seagoville desires to enter into an agreement with C&M Concrete under the Cooperative Purchase Agreement for installation of concrete bleacher pads at Bruce Central Park and Bearden Park as reflected on estimate submitted by C&M Concrete under the Cooperative Purchase Agreement, which are attached hereto as Exhibit “B” in the total amount of \$104,400.00; and

WHEREAS, , in the FY 2023-24 budget process, the City Council approved the purchase of new bleacher pads; and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the estimates and has determined it to be in the best interest of the City to authorize the City Manager to execute any documents necessary to authorize C&M Concrete to provide concrete installation of concrete bleacher pads at Bruce Central Park and Bearden Park.

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

SECTION 1. The City Manager is hereby authorized to engage C&M Concrete to provide the installation of concrete bleacher pads at Bruce Central Park and Bearden Park in an amount not to exceed One Hundred Four Thousand Four Hundred Dollars and No Cents (\$104,400.00) as set forth in Exhibit “B” and the City Manager is authorized to execute any agreement or documents necessary for the work to be performed.

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 5th day of February, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney

**MASTER INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE CITY OF SEAGOVILLE
AND CITY OF LANCASTER**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, and Chapter 271.102 of the Texas Local Government Code authorize all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, The City of Seagoville and City of Lancaster desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, The City of Seagoville and City of Lancaster represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies, and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized; and

WHEREAS, each party has sufficient resources to perform the functions contemplated by this Agreement;

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. The City of Seagoville and City of Lancaster are authorized to participate in each other's current and/or future contracts for goods and services. Said contracts shall have been established in accordance with all appropriate procedures governing competitive bids and competitive proposals, if required.
2. The City of Seagoville and City of Lancaster agree that the ordering of goods and services is the responsibility of the local government seeking to obtain such goods and services under the established contract, and that participating government shall deal directly with the vendor in obtaining the goods and services and payment therefore. The participating government shall be liable to the vendor only for goods and services ordered and received by it, and shall not, by the execution of this Agreement, assume any additional liability. Neither the City of Seagoville nor City of Lancaster warrant, or is responsible for, the quality or delivery of goods or services from the vendor under contract. Should

- a dispute arise between a participating government and a vendor, the same shall be handled by and between that participating government and the vendor.
3. Each government shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective government.
 4. Participation of either government in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either governments from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.
 5. Each government shall ensure that all applicable laws and ordinances have been satisfied.
 6. **Effective Date and Term.** This Agreement shall be effective when signed by the last party who's signing makes the Agreement fully executed and will remain in full force and effect indefinitely. Any party may modify or terminate this Agreement as provided in Paragraph(s) 7 or 8.
 7. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
 8. **Termination.** This Agreement may be terminated at any time by the City of Seagoville or City of Lancaster, with or without cause, upon thirty (30) days written notice to the other party in accordance with Paragraph 11 herein.
 9. **Hold Harmless.** To the extent allowed by law, the City of Seagoville and City of Lancaster agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.
 10. **Invalidity.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
 11. **Written Notice.** Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent by email, by fax with

successful send confirmation, or by certified mail to the last business address as listed herein.

City of Seagoville: City of Seagoville
Attn: City Secretary
702 N. Highway 175
Seagoville, Texas 75159
Phone (972) 287-6819
dcrabtree@seagoville.us

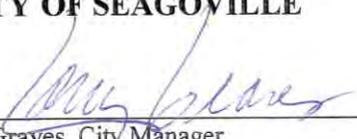
City of Lancaster: City of Lancaster
PO Box 940
Lancaster, TX 75146
972-218-1329
purchasing@lancaster-tx.com

12. **Entire Agreement.** It is understood that this Agreement contains the entire agreement between the parties and supercedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.
13. **Amendment.** No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.
14. **Texas Law.** This Agreement has been made under and shall be governed by the laws of the State of Texas.
15. **Place of Performance.** Performance and all matters related thereto shall be in the County of the government originating the bid. This shall be Dallas County, Texas, United States of America for City of Lancaster and shall be Dallas County, Texas, United States of America for the City of Seagoville.
16. **Authority to Enter Contract.** Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective Government.
17. **Waiver.** Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party

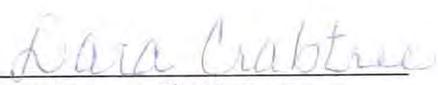
thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

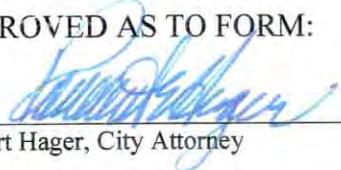
18. **Agreement Read.** The parties acknowledge that they understand and intend to be bound by the terms and conditions of this Agreement.
19. **Multiple Originals.** It is understood and agreed that this Agreement may be executed in a number of identical copies, each of which shall be deemed an original for all purposes.

CITY OF SEAGOVILLE

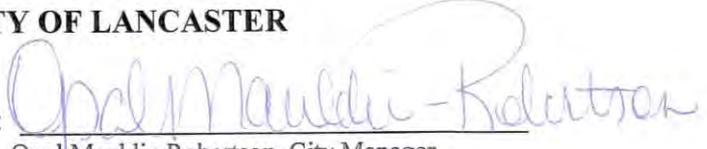
BY: 
Larry Graves, City Manager

DATE: 4-21-14

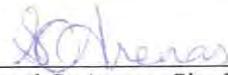
ATTEST: 
Dara Crabtree, City Secretary

APPROVED AS TO FORM:

Robert Hager, City Attorney

CITY OF LANCASTER

BY: 
Opal Mauldin Robertson, City Manager

DATE: 10/9/14

ATTEST: _____

Sorangel O. Arenas, City Secretary



C&M Concrete Contracting

362 Linkview Dr
Duncanville, TX 75137

Estimate

Date	Estimate #
12/11/2023	DE-4842

Name / Address
Reness Plunkett City of Seagoville - Reness Plunkett 702 US-175 Frontage Road Seagoville, Texas 75159

Ship To
Park on Brandon

P.O. No.	Project

Description	Qty	Rate	Total
30' x 20' x 6" = 600 sq' x \$ 14.50 = \$8,700.00 each	12	8,700.00	104,400.00
Total			\$104,400.00

Phone #
9729654781

E-mail
chris@concretepaving.net



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: February 5, 2024

ITEM: 15

DESCRIPTION: Consider a Resolution accepting two nonexclusive 15-foot-wide utility easements and rights-of-way for water line crossings from Oncor Electric Delivery Company LLC as grantor; providing for the recording of said easements and rights-of-way along with a certified copy of this Resolution in the real property records of Dallas County, Texas as a deed.

INTRODUCTION

The purpose of this item is to allow for Meritage Homes to construct the needed waterlines for Stonehaven.

BACKGROUND

The proposed resolution allows for the City to receive two 15-foot wide nonexclusive utility easements and right of way, to extend the needed water line through the Stonehaven Development.

FINANCIAL IMPACT

The amount for the proposed easement and right of way is \$10.00 paid to Oncor Electric Delivery Company, LLC.

RECOMMENDATION

Staff recommends approval of the proposed resolution.

ATTACHMENTS

1. Resolution

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, ACCEPTING TWO NONEXCLUSIVE 15-FOOT-WIDE UTILITY EASEMENTS AND RIGHTS-OF-WAY FOR WATER LINE CROSSINGS FROM ONCOR ELECTRIC DELIVERY COMPANY LLC AS GRANTOR; PROVIDING FOR THE RECORDING OF SAID EASEMENTS AND RIGHTS-OF-WAY ALONG WITH A CERTIFIED COPY OF THIS RESOLUTION IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS AS A DEED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Oncor Electric Delivery Company LLC (“Grantor”) is the owner of property described in the Public Utility Easement attached hereto as Exhibit “A”; and

WHEREAS, the City of Seagoville (“City”) requires two nonexclusive 15-foot wide utility easements and rights-of-way for the construction, reconstruction, replacing, maintaining, and operating of two 12-inch water line crossings, hereinafter referred to as Grantee’s Facility, in, over, under, across, and along the property described in Exhibit “A”; and

WHEREAS, the City finds that such Easements, as set forth in the attached Exhibit “A” and the attachments thereto is for a public purpose and acceptance and recording thereof would be in the best interest and serve the general welfare of the City;

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

Section 1. The City of Seagoville hereby accepts the Easement and Right of Way from Oncor Electric Delivery Company, LLC (“Grantor”), which is described and depicted in Exhibit “A” attached hereto and incorporated herein by this reference, including all exhibits thereto.

Section 2. The Mayor is authorized to sign this Easement and Right of Way on behalf of the City signifying its acceptance and the City Secretary is authorized and directed to record this Easement and Right of way, along with a certified copy of this Resolution, in the real property records of Dallas County, Texas, as a deed to the City of Seagoville from the said Grantor, and its successors and assigns. The City Secretary is further directed to provide a copy of the recorded easement to Grantor.

Section 3. That this Resolution shall take effect immediately from and after its adoption and execution.

DULY PASSED by the City Council of the City of Seagoville, Texas, this the 5th day of February, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
884-8180-1113, v. 1

EXHIBIT "A"

[Easement and Right of Way]

4884-8180-1113, v. 1

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS**
COUNTY OF DALLAS §

That **ONCOR ELECTRIC DELIVERY COMPANY LLC**, a Delaware limited liability company, hereinafter referred to as Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to it in hand paid by the **City of Seagoville**, a Texas Municipal Corporation, hereinafter referred to as Grantee, has granted, sold and conveyed and by these presents does hereby grant, sell and convey unto said Grantee (2) nonexclusive 15-foot wide utility easements and rights of way for the purpose of constructing, reconstructing, replacing, maintaining and operating (2) twelve (12) inch water line crossings, hereinafter referred to as Grantee's Facility, in, over, under, across and along the property described and shown on the attached Exhibit A:

SEE ATTACHED EXHIBIT "A"

There is also granted to Grantee, its successors or assigns, a nonexclusive easement to use only so much of Grantor's adjoining land, during temporary periods, as may be necessary for the construction, maintenance, and repair of said Grantee's Facility. Such use shall not interfere with Grantor's use of such property in the operation of its business and Grantee shall properly maintain such property during construction and at the conclusion of such construction remove all construction debris and other materials from such property and restore such property to the same condition it was in prior to the commencement of Grantee's construction thereon or in proximity thereto. Additional general construction limitations on easement are described and listed, but not limited to, in **Exhibit "B"**, attached hereto and by reference made a part hereof. Use of draglines or other boom-type equipment in connection with any work to be performed on Grantor's property by the Grantee, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical Safety Code and any other clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines situated on the aforesaid property. Grantee must notify Forney Transmission, (972)564-7050, at least 48 hours prior to the use of any boom-type equipment on Grantor's property except in an emergency. Grantor reserves the right to refuse Grantee permission to use boom-type equipment.

Grantee shall locate its Facility within the easement so as not to interfere with any of Grantor's facilities. Grantee shall not place its facility within 25 feet of any pole or tower leg. Grantee shall reimburse Grantor for any and all costs and expenses incurred by Grantor for any relocation or alteration of its facilities located on or near the easement that Grantor, in its sole discretion, determines are subject to interference from the said Grantee's Facility or from the exercise by Grantee of any of its rights hereunder.

This easement is granted upon the conditions that Grantee's Facility to be constructed shall be maintained and operated by Grantee at no expense to Grantor and Grantor shall not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of Grantee's Facility.

To the extent permitted by law, Grantee agrees to defend, indemnify and hold Grantor, its officers, agents and employees, harmless against any and all claims, lawsuits, judgements, costs, and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of, or be occasioned, by any negligent act or omission of Grantee, its officers, agents, associates, employees or subconsultants; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Grantor, its officers, agents, or employees or separate contractors, and in the event of joint and concurrent negligence of both Grantor and Grantee, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity or other defenses available to the parties under Texas Law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Grantee shall, at its own cost and expense comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said premises because of Grantee's use thereof.

This easement, subject to all liens of record, shall continue only so long as Grantee shall use this right of way for the purpose herein described and the same shall immediately lapse and terminate upon cessation of such use.

TO HAVE AND TO HOLD the above described easement and rights unto the Grantee, its successors and assigns, for the purposes aforesaid and upon the conditions herein stated until the same shall be abandoned for use by the Grantee for the purpose herein stated, then and thereupon this conveyance shall be null and void and the use of said land and premises shall absolutely revert to Grantor herein, its successors and assigns, and no act or omission on the part of them shall be construed as a waiver of the enforcement of such condition.

AND Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the above described easement and rights unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise.

EXECUTED as of this _____ day of _____, 2024.

GRANTOR:

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: _____

Attorney-in-Fact

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as the Attorney-In-Fact of **Oncor Electric Delivery Company LLC**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2024.

Notary Public in and for the State of Texas

GRANTEE:

City of Seagoville

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as the _____ of the **City of Seagoville**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2024.

Notary Public in and for the State of Texas

After Recording, Return To:
Oncor Electric Delivery Company LLC
Right of Way Services
Attn: Laura DeLaPaz
777 Main St, Suite 1311
Ft. Worth, Texas 76102

EXHIBIT "A"
0.034 ACRES
WATERLINE EASEMENT

BEING A 0.034 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING PART OF A 4.527 ACRE TRACT OF LAND, CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID 0.034 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORS ARP (PID-DF8982) AND DENTON CORS ARP (PID-DF8986), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2" IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF A 22.791 ACRE TRACT OF LAND CONVEYED AS "TRACT 2", TO MERITAGE HOMES OF TEXAS, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND THE COMMON NORTH CORNER OF A 3.33 ACRE TRACT OF LAND CONVEYED TO J.R. YARBROUGH, AS RECORDED IN VOLUME 92202, PAGE 1127, DEED RECORDS, DALLAS COUNTY, TEXAS, FROM WHICH A 1/2" IRON PIPE FOUND FOR AN EXTERIOR ELL CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 3.33 ACRE TRACT, BEARS SOUTH 45 DEGREES 04 MINUTES 12 SECONDS WEST, A DISTANCE OF 399.93 FEET;

THENCE, NORTH 33 DEGREES 35 MINUTES 10 SECONDS WEST, OVER AND ACROSS SAID 22.791 ACRE TRACT, A DISTANCE OF 423.31 FEET TO THE **POINT OF BEGINNING**. SAID POINT BEING ON THE NORTHEAST LINE OF SAID 22.791 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF AFORESAID 4.527 ACRE TRACT;

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 15.00 FEET TO A POINT FOR CORNER;

THENCE, NORTH 21 DEGREES 16 MINUTES 28 SECONDS EAST, OVER AND ACROSS SAID 4.527 ACRE TRACT, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER ON THE NORTHEAST LINE OF SAID 4.527 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF A 222.493 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO MERITAGE HOMES OF TEXAS, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE SOUTH 68 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG SAID COMMON LINE, A DISTANCE OF 15.00 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 21 DEGREES 16 MINUTES 28 SECONDS WEST, OVER AND ACROSS SAID 4.527 ACRE TRACT, A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 1,500 SQUARE FEET, OR 0.034 ACRES OF LAND.

A PARCEL PLAT OF EQUAL DATE HEREWITH ACCOMPANIES THIS PROPERTY DESCRIPTION.



Chris Matteo, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6501
LJA Surveying, Inc.
6060 North Central Expressway, Suite 400
Dallas, Texas 75206
469-484-0778

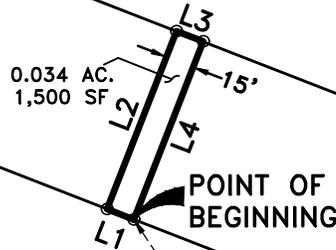


05/11/2022

T.B.P.E.L.S. Firm No. 10194382

4.527 ACRES
 TEXAS POWER AND LIGHT COMPANY
 VOLUME 5642, PAGE 230
 D.R.D.C.T.

TRACT 1
 222.493 ACRES
 MERITAGE HOMES OF TEXAS, LLC
 C.C.# 202100290709
 O.P.R.D.C.T.



TRACT 2
 22.791 ACRES
 MERITAGE HOMES OF TEXAS, LLC
 C.C.# 202100290709
 O.P.R.D.C.T.

HERMAN HEIDER SURVEY
 ABSTRACT NO. 541

N53°35'10"W 423.51'

LINE	BEARING	DISTANCE
L1	N68°43'32"W	15.00'
L2	N21°16'28"E	100.00'
L3	S68°43'32"E	15.00'
L4	S21°16'28"W	100.00'

POINT OF COMMENCING 1/2"IPF (CM)

S45°04'12"W 399.93'
 (DIRECTIONAL CONTROL LINE)

3.33 ACRES
 J.R. YARBROUGH
 VOLUME 92202, PAGE 1127
 D.R.D.C.T.



129.052 ACRES
 CHARLOTTE LEE TAYLOR
 C.C.# 20070095728
 O.P.R.D.C.T.

LEGEND
 O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS,
 DALLAS COUNTY, TEXAS
 D.R.D.C.T. DEED RECORDS, DALLAS
 COUNTY, TEXAS
 IPF IRON PIPE FOUND
 (CM) CONTROLLING MONUMENT

BEARING BASIS IS GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORS ARP (PID-DF8982) AND DENTON CORS ARP (PID-DF8986)

PAGE 3
 OF 3

DATE: 05/11/2022
 DRWN BY: B.M.Y.
 CHKD BY: C.M.
 PROJ NO. 0067

EXHIBIT "A"

0.034 ACRES
 WATERLINE EASEMENT
 IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541
 CITY OF SEAGOVILLE, DALLASCOUNTY, TEXAS

LJA Surveying, Inc.

6060 North Central Expressway
 Suite 400
 Dallas, Texas 75206

Phone 469.621.0710

T.B.P.E.L.S. Firm No. 10194382



EXHIBIT "A"
0.038 ACRES
WATERLINE EASEMENT

BEING A 0.038 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING PART OF A 4.527 ACRE TRACT OF LAND, CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID 0.038 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORS ARP (PID-DF8982) AND DENTON CORS ARP (PID-DF8986), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" CAPPED IRON ROD FOUND FOR THE WESTERN MOST CORNER OF SAID 4.527 ACRE TRACT AND THE COMMON NORTHERN MOST CORNER OF A 22.791 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO MERITAGE HOMES OF TEXAS, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE SOUTHEAST LINE OF A TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT, (NO RECORD DOCUMENT FOUND), FROM WHICH A 1/2" CAPPED IRON ROD FOUND FOR THE WESTERN MOST CORNER OF SAID 22.791 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF SAID TEXAS POWER AND LIGHT TRACT, (NO RECORD DOCUMENT FOUND), BEARS SOUTH 46 DEGREES 43 MINUTES 32 SECONDS WEST, A DISTANCE OF 53.08 FEET;

THENCE, NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 4.527 ACRE TRACT AND THE COMMON SOUTHEAST LINE OF SAID TEXAS POWER AND LIGHT TRACT, (NO RECORD DOCUMENT FOUND), A DISTANCE OF 110.95 FEET TO A 1/2" CAPPED IRON ROD FOUND FOR THE NORTHERN MOST CORNER OF SAID 4.527 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF A 222.493 ACRE TRACT OF LAND CONVEYED AS "TRACT 1", TO MERITAGE HOMES OF TEXAS, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, FROM WHICH A 1/2" CAPPED IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 222.493 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF AFORESAID TEXAS POWER AND LIGHT TRACT, (NO RECORD DOCUMENT FOUND), BEARS NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 35.76 FEET;

THENCE, SOUTH 68 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 4.527 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 222.493 ACRE TRACT, A DISTANCE OF 16.64 FEET TO A POINT FOR CORNER, FROM WHICH A 1/2" IRON ROD FOUND ON SAID COMMON LINE BEARS SOUTH 68 DEGREES 42 MINUTES 53 SECONDS EAST, A DISTANCE OF 358.98 FEET;

THENCE, SOUTH 46 DEGREES 56 MINUTES 45 SECONDS WEST, OVER AND ACROSS SAID 4.527 ACRE TRACT, A DISTANCE OF 110.95 FEET TO A POINT FOR CORNER ON THE SOUTHWEST LINE OF SAID 4.527 ACRE TRACT AND THE COMMON NORTHEAST LINE OF AFORESAID 22.791 ACRE TRACT;

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG SAID COMMON LINE, A DISTANCE OF 16.64 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 1,664 SQUARE FEET OR 0.038 ACRES OF LAND.

A PARCEL PLAT OF EQUAL DATE HEREWITH ACCOMPANIES THIS PROPERTY DESCRIPTION.

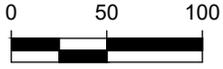


Chris Matteo, R.P.L.S.
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Dallas, Texas 75206
469-484-0778

05/11/2022



T.B.P.E.L.S. Firm No. 10194382



HERMAN HEIDER SURVEY
ABSTRACT NO. 541

LINE	BEARING	DISTANCE
L1	N46°56'45"E	110.95'
L2	S68°43'32"E	16.64'
L3	S46°56'45"W	110.95'
L4	N68°43'32"W	16.64'
L5	S46°56'45"W	53.08'
L6	N46°56'45"E	35.76'
L7	S68°42'53"E	358.98'

TRACT 1
222.493 ACRES
MERITAGE HOMES OF TEXAS, LLC
C.C.# 202100290709
O.P.R.D.C.T.

TEXAS POWER & LIGHT TRACT
(NO RECORD DOCUMENT FOUND)

POINT OF BEGINNING
1/2" CIRF (CM)

1/2" CIRF (CM)

1/2" CIRF (CM)

1/2" CIRF (CM)

0.038 AC.
1,664 SF

(DIRECTIONAL CONTROL LINE)

4.527 ACRES
TEXAS POWER AND LIGHT COMPANY
VOLUME 5642, PAGE 230
D.R.D.C.T.

1/2" IRF

129.052 ACRES
CHARLOTTE LEE TAYLOR
C.C.# 20070095728
O.P.R.D.C.T.

TRACT 2
22.791 ACRES
MERITAGE HOMES OF TEXAS, LLC
C.C.# 202100290709
O.P.R.D.C.T.



- LEGEND
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
 - D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
 - CIRF CAPPED IRON ROD FOUND
 - IRF IRON ROD FOUND
 - (CM) CONTROLLING MONUMENT

BEARING BASIS IS GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM COLLIN CORS ARP (PID-DF8982) AND DENTON CORS ARP (PID-DF8986)

PAGE 3
OF 3

DATE:	05/11/2022
DRWN BY:	B.M.Y.
CHKD BY:	C.M.
PROJ NO.	0067

EXHIBIT "A"

0.038 ACRES
WATERLINE EASEMENT
IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541
CITY OF SEAGOVILLE, DALLASCOUNTY, TEXAS

LJA Surveying, Inc.

6060 North Central Expressway
Suite 400
Dallas, Texas 75206

Phone 469.621.0710

T.B.P.E.L.S. Firm No. 10194382



LIMITATIONS ON
Oncor ELECTRIC DELIVERY COMPANY RIGHT OF WAY
EXHIBIT "B"

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.
2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.
3. Construction on electric transmission line easements acquired by Oncor after January 1, 2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.
4. No crossing less than 45 degrees to the centerline of the right-of-way.
5. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.
6. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.
7. Street or road crossings are to be based on drawings submitted. Any change in alignment or elevation will be resubmitted for approval.
8. No signs, lights or guard lights will be permitted on the right-of-way.
9. Power line safety equipment operations: hazard assessment and precautions inside the work zone area must be performed and in compliance with OSHA Standard §1926.1408 at all times. Equipment shall not be placed within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines.

10. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.
11. No dumpsters will be allowed on Oncor right-of-way or fee owned property.
12. Draglines will not be used under the line or on Oncor right-of-way.
13. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any Oncor transmission structure (tower, pole, guy wire, etc...).
14. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.
15. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.
16. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, (972)564-7050.
17. No hazardous materials will be stored on the right of way.
18. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material Laws" collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air

Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.

19. Brush and cut timber is not to be piled or stacked on Oncor right-of-way nor is it allowed to be burned upon or in close proximity to the conductors or towers.
20. No structures or obstructions, such as buildings, garages, barns, sheds, swimming pools, playground equipment, guard houses, etc., will be permitted on the right-of-way.
21. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. No lighting or sprinkler systems are allowed on the right-of-way.
22. No park or park designation will be permitted on the right-of-way.
23. Gas Pipeline Protective Barrier; Grantee, at Grantee's sole expense, shall provide one of the following protective barriers; **1)** a concrete protective barrier between the surface and the pipe that is a minimum of one (1) foot thick by one (1) foot wide, if pipe is wider than one (1) foot, then width of pipe, with the top of the concrete barrier to be at least one (1) foot below the surface or final grade, **2)** construct the gas pipeline inside of a proper protective steel casing, **3)** where electric facilities are located above ground, install the pipeline a minimum of ten (10) feet below the ground surface, or **4)** where electric facilities are located below ground, install the pipeline at a depth that provides for a minimum of a ten (10) foot clearance between the pipeline and the underground electric facilities.
24. No fire hydrants or manholes will be permitted within the right-of-way.
25. Any drainage feature that allows water to pond, causes erosion, directs stormwater toward the right-of-way or limits access to or around Oncor's facilities is prohibited. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.
26. No boring pits or other type of pits will be permitted within the right-of-way.



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: February 5, 2024

ITEM: 16

DESCRIPTION: Consider a Resolution authorizing execution of an encroachment on easement agreement with Oncor Electric Delivery Company, LLC (“Oncor”) regarding the construction, operation, and maintenance of two road crossings, Henley Road and Shannon Road, a 42-inch RCP storm drain crossing, a 12-inch water line crossing, an 8-inch sanitary sewer crossing, and a 24-inch sanitary sewer crossing within Oncor’s easements.

INTRODUCTION

The purpose of this item is to establish a legal right to install improvements that encroach into a public easement.

BACKGROUND

The Stonehaven Development will be constructing and dedicating to the City of Seagoville two road crossings (Henley Road and Shannon Road), a 42-inch RCP storm drain crossing, a 12-inch water line crossing, an 8-inch sanitary sewer crossing, and a 24-inch sanitary sewer crossing within Oncor’s easements on the Stonehaven property.

FINANCIAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the proposed resolution.

ATTACHMENTS

1. Resolution
2. Encroachment on Easement

CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING EXECUTION OF AN ENCROACHMENT ON EASEMENT AGREEMENT WITH ONCOR ELECTRIC DELIVERY COMPANY, LLC (“ONCOR”) REGARDING THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF TWO ROAD CROSSINGS (HENLEY ROAD AND SHANNON ROAD), A 42-INCH RCP STORM DRAIN CROSSING, A 12-INCH WATER LINE CROSSING, AN 8-INCH SANITARY SEWER CROSSING, AND A 24-INCH SANITARY SEWER CROSSING WITHIN ONCOR’S EASEMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in conjunction with the development of the Stonehaven development, the developer will be constructing and dedicating to the City of Seagoville two road crossings (Henley Road and Shannon Road), a 42-inch RCP storm drain crossing, a 12-inch water line crossing, an 8-inch sanitary sewer crossing, and a 24-inch sanitary sewer crossing within Oncor’s easements on the Stonehaven property (collectively referred to as the “Encroaching Facilities”); and

WHEREAS, it has been found necessary, for the construction, operation, and maintenance of the Encroaching Facilities, to encroach into electric transmission line easements owned by Oncor which are subject to easement agreements recorded at Volume 3635, Page 469, Volume 3839, Page 232, and Volume 3839, page 227 of the Deed Records of Dallas County, Texas (“the Oncor Easements”); and

WHEREAS, under the terms and conditions of the Oncor Easements, Oncor has the right to withhold consent to any encroachments of improvements to be constructed within the Oncor Easements; and

WHEREAS, Oncor will agree to the encroachment of the Encroaching Facilities into the Oncor Easements subject to the City entering into an agreement with Oncor setting forth the rights and obligations of the parties regarding such encroachment; and

WHEREAS, City Administration has negotiated such an agreement with Oncor; and

WHEREAS, the City Council of the City of Seagoville finds it to be in the public interest to authorize the proposed easement encroachment agreement with.

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

SECTION 1. The Mayor is hereby authorized to sign on behalf of the City an “Encroachment on Easement” agreement with Oncor substantially in the form attached hereto as Exhibit “A” and incorporated herein by reference as well as any resulting Easement and/or Right of Way on behalf of the City as grantee, all of which shall be thereafter filed in the County land records.

SECTION 2. This Resolution shall take effect immediately upon passage.

PASSED AND APPROVED this the _____ day of January 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
4858-0701-4809, v. 1

EXHIBIT "A"
[Encroachment on Easement – Oncor]

4858-0701-4809, v. 1

ENCROACHMENT ON EASEMENT

WHEREAS, **Oncor Electric Delivery Company LLC (“Oncor”)**, is the owner of easements in Dallas County, Texas, which are recorded in Volume 3635, Page 469; Volume 3839, Page 232; and Volume 3839, Page 227, of the Deed Records of Dallas County, Texas (“**Easement**”); and

WHEREAS, **City of Seagoville (“User”)**, desires permission to construct, operate and maintain (2) road crossings (Henley Rd and Shannon Rd), a forty-two (42) inch RCP storm drain crossing, a twelve (12) inch water line crossing, an eight (8) inch sanitary sewer crossing, and a twenty-four (24) inch sanitary sewer crossing (“**Encroaching Facility**”) within the area or boundaries of the Easement (“**Easement Area**”).

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Oncor and User do hereby agree as follows:

1. **Location of Encroaching Facility.** User may locate the Encroaching Facility in the Easement Area, but only as described and shown on the attached drawing marked **Exhibit "A"**, incorporated herein. User may not relocate the Encroaching Facility within the Easement Area without the consent and approval of Oncor, which consent and approval shall be at Oncor’s sole discretion. User acknowledges and agrees that Oncor holds easement rights on the Easement Area; therefore, User shall obtain whatever rights and permission, other than Oncor’s, that are necessary.
2. **Restrictions on Use of Easement Area.** User shall use only so much of the Easement Area as may be necessary to construct, maintain, operate and repair the Encroaching Facility. User shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations enacted or promulgated by any governmental authority and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention and abatement of nuisances in or upon or connected with said Encroaching Facility. At the conclusion of any construction, User shall remove all debris and other materials from the Easement Area and restore the Easement Area to the same condition it was in prior to the commencement of User’s construction thereon or in proximity thereto.

User shall not place trash dumpsters, toxic substances or flammable material in the Easement Area. Further, if the Easement Area has transmission or distribution facilities located thereon, User shall not place upon the Easement Area any improvements, including but not limited to, buildings, light standards, fences (excluding barriers installed around transmission towers), shrubs, trees or signs unless approved in advance in writing by Oncor. Additional general construction limitations on encroachments are described and listed in **Exhibit "B"**, attached hereto and by reference made a part hereof.

3. **Maintenance of Encroaching Facility.** User, at User’s sole expense, shall maintain and operate the Encroaching Facility. Oncor will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of User’s Encroaching Facility. User shall be

liable for any and all taxes and fees assessed by cities or other taxing authorities related to User's Encroaching Facility or User's other allowed improvements being located on the Easement Area, including, but not limited to, the assessment of any storm water fees.

4. **Risk and Liability.** User assumes all risks and liability resulting or arising from or relating to User's use, the existing condition or location, or existing state of maintenance, repair or operation of the Easement Area. It is further agreed that Oncor shall not be liable for any damage to the Encroaching Facility as a result of Oncor's use or enjoyment of its Easement. Any Oncor property damaged or destroyed by User or its agents, employees, invitees, contractors or subcontractors shall be repaired or replaced by Oncor at User's expense and payment is due upon User's receipt of an invoice from Oncor.

5. **Indemnification.** User, to the extent allowable by law, agrees to defend, indemnify and hold harmless Oncor, its officers, agents and employees, from and against any and all claims, demands, causes of action, loss, damage, liabilities, costs and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person or persons that may arise out of, or be occasioned by, the negligence, misconduct or omission of User, its officers, agents, associates, employees, contractors, subcontractors, subconsultants, or any other person entering onto the Easement Area or may arise out of or be occasioned by the use of the Encroaching Facility, except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of Oncor, its officers, agents, or employees or separate contractors, and in the event of joint and concurrent negligence of both Oncor and User, responsibility and indemnity, if any, shall be apportioned comparatively. Nothing contained herein shall ever be construed so as to require User to assess, levy and collect any tax to fund its obligations under this paragraph. Article XI Section 5 of the Texas Constitution provides that a city is prohibited from creating a debt unless the city levies and collects a sufficient tax to pay the interest on the debt and provides a sinking fund. The **City of Seagoville** has not and will not create a sinking fund or collect any tax to pay any obligation created under this section.

6. **High Voltage Restrictions.** Use of draglines or other boom-type equipment in connection with any work to be performed on the Easement Area by User, its employees, agents, invitees, contractors or subcontractors must comply with Chapter 752, Texas Health and Safety Code, the National Electric Safety Code and any other applicable safety or clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines situated on the aforesaid property. User must obtain Oncor's approval and notify the **Region Transmission Department at (972)564-7050**, 48 hours prior to the use of any boom-type equipment on the Easement Area.

7. **Relocation of Facilities.** User shall not place its facility within 25 feet of any pole or tower leg. User agrees that in the event that Oncor determines that User's Facility interferes with Oncor's facilities, User will relocate User's Facility at User's expense. User will be entitled to relocate User's Facility on the encroachment area granted hereunder if reasonably possible without further interference with Oncor's facilities. If User's Facility cannot be relocated on the encroachment area, then, if reasonably possible, Oncor agrees to grant User an encroachment near the encroachment granted hereunder so that User's facility can continue to operate as originally intended.

8. **Default and Termination.** It is understood and agreed that, in case of default by User or its agents in any of the terms and conditions herein stated and such default continues for a period of thirty (30) days after Oncor notifies User of such default in writing, Oncor may at its election

forthwith terminate this agreement and upon such termination all of User's rights hereunder shall cease and come to an end. This agreement shall also terminate upon the abandonment of the Encroaching Facility.

This agreement shall extend to and be binding upon User and its successors and assigns, and is not to be interpreted as a waiver of any rights held by Oncor under its Easement.

Executed this _____ day of _____, 2022.

APPROVAL:

Oncor Electric Delivery Company LLC

By: _____

Attorney-In-Fact

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as Attorney-In-Fact of **Oncor Electric Delivery Company LLC**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2022.

Notary Public in and for the State of Texas

ACCEPTANCE:
City of Seagoville

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared _____, as the _____ of the **City of Seagoville**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 2022.

Notary Public in and for the State of Texas

After Recording, Return To:
Oncor Electric Delivery Company LLC
Right of Way Services
Attn: Laura DeLaPaz
777 Main St, Suite 1311
Ft. Worth, Texas 76102

LEGEND

PROPOSED FINISHED PAD ELEVATION
 x 88.8
 PROPOSED SPOT ELEVATION
 PROPOSED FLOW DIRECTION
 PROPOSED RETAINING WALL (BY SEPARATE BUILDING PERMIT & NOT AS APPROVED BY THESE PLANS)
 PROPOSED TOP / BOTTOM OF WALL ELEVATIONS
 PROPOSED MAJOR CONTOUR
 PROPOSED MINOR CONTOUR
 EXISTING MAJOR CONTOUR
 EXISTING MINOR CONTOUR
 INDICATES ASSUMED DRIVEWAY LOCATION FOR DESIGN
 EXPOSED BEAM MAY BE REQUIRED (MEASURED FROM FINISHED PAD)
 DROP GARAGE
 EXISTING TREE CANOPY



BENCHMARKS: KEY MAP

BENCHMARK SET IN CONCRETE IN NEW POSITION OF LASTER DRIVE APPROXIMATELY 200 FEET SOUTHEAST OF THE CENTERLINE INTERSECTION OF SOUTHERN DRIVE AND NEW POLY DRIVE LASTER ROAD. ELEV 428.840

BENCHMARK SET IN CONCRETE SERNWALK ON SOUTHWEST SIDE OF STONEGATE DRIVE APPROXIMATELY 50 FEET NORTHEAST OF THE CENTERLINE OF LASTER ROAD. ELEV 425.727

BENCHMARK SET IN CONCRETE SERNWALK ON SOUTHWEST SIDE OF STONEGATE DRIVE APPROXIMATELY 200 FEET SOUTHEAST OF THE CENTERLINE OF LASTER ROAD. ELEV 429.867

DATE	REVISION	BY

GRADING PLAN

STONEHAVEN

Phase 1

CITY OF SEAGOVILLE
 DALLAS COUNTY, TEXAS

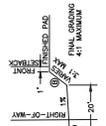
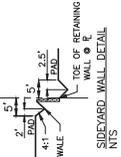
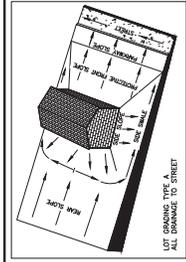
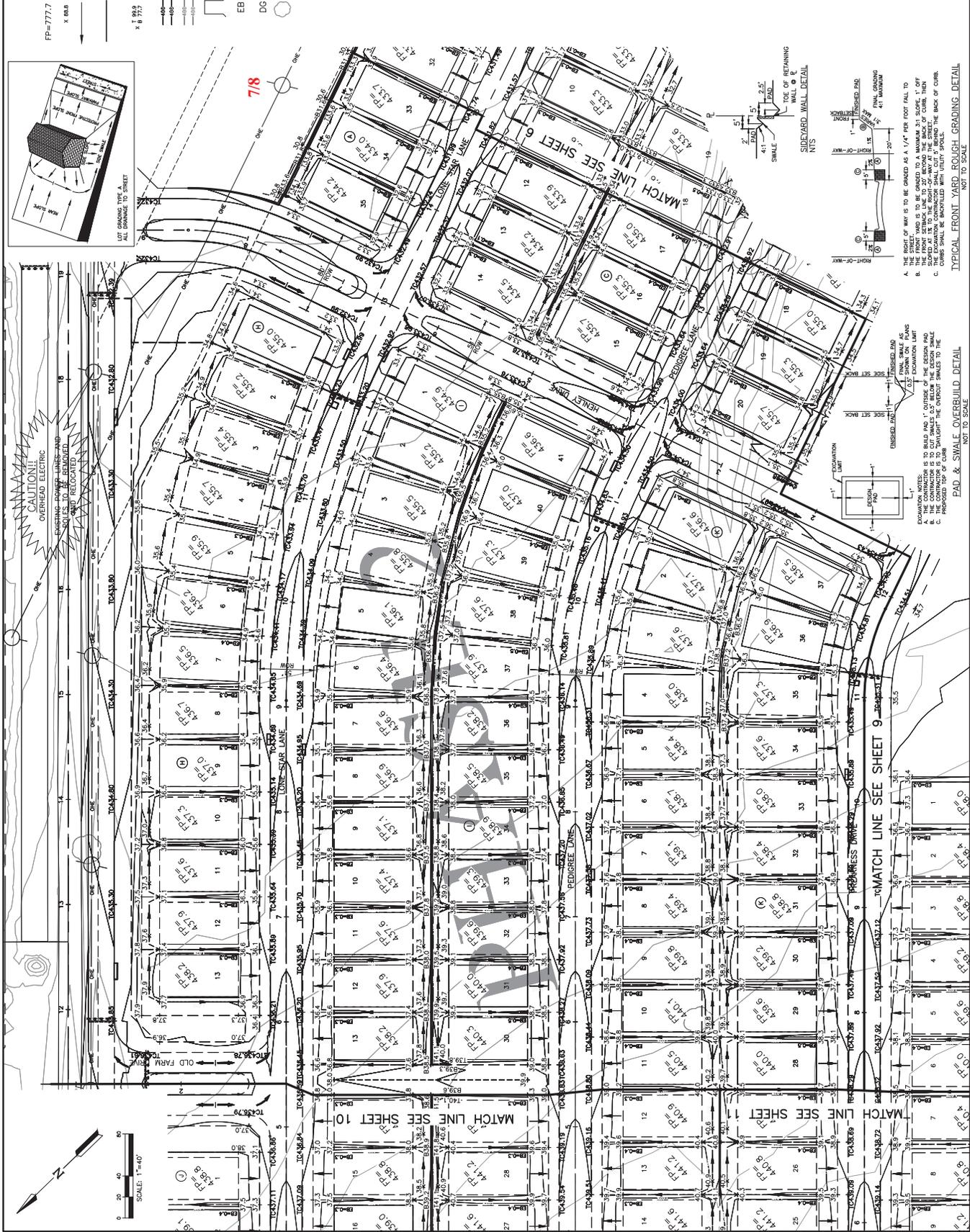
LIA Engineering Inc. Phone 469.622.1070
 800 North Central Expressway Suite 400 Dallas, Texas 75206 FRN-1-1206

LIA PROJECT ID N1680-0087
DATE AUGUST 2022
DESIGNER BRAUN
DRAWN KULMANN

HORIZ: 1" = 40'
VERT: N/A

SHEET 8
OF 85 SHEETS

09/09/2022



A. THE RIGHT OF WAY IS TO BE GRADED AS A 1/4" PER FOOT FALL TO THE STREET.

B. THE FRONT YARD IS TO BE GRADED TO A MINIMUM 3% SLOPE, 1' OFF THE STREET TO THE CURB AND 1/4" PER FOOT TO THE STREET.

C. CURB SHALL BE CONCRETE WITH 1/4" SLOPE TO THE BRICK OF CURB.

D. THE FINISH GRADE SHALL BE 1/4" PER FOOT TO THE BRICK OF CURB.

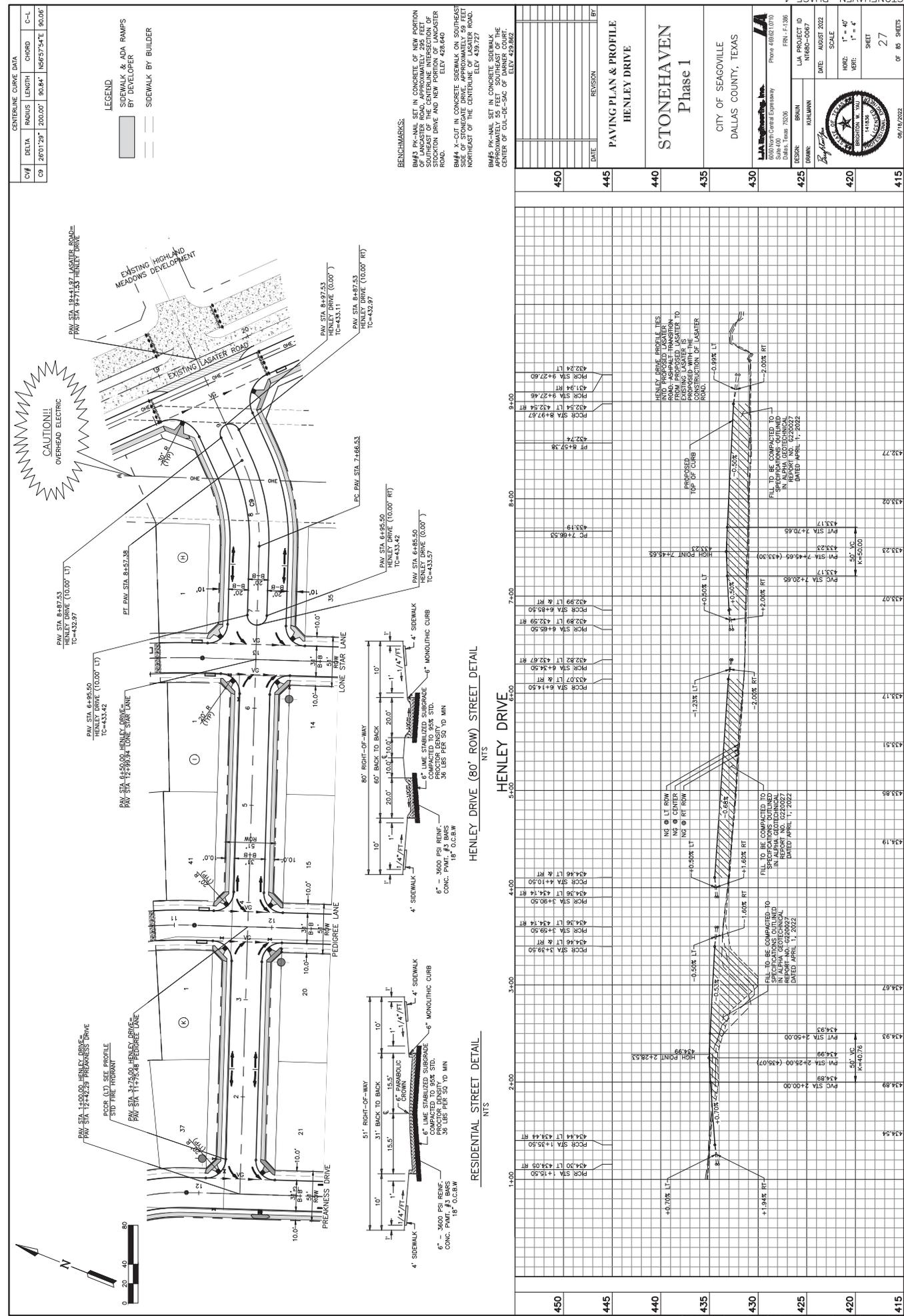
TYPICAL FRONT YARD ROUGH GRADING DETAIL
 NOT TO SCALE

A. THE CONTRACTOR IS TO BUILD PAD 1 OUTSIDE OF THE DESIGN PAD.

B. THE CONTRACTOR IS TO DRAINAGE THE OUTLET SWALES TO THE PROPOSED TOP OF FINISHED GRADE.

C. THE CONTRACTOR IS TO DRAINAGE THE OUTLET SWALES TO THE PROPOSED TOP OF FINISHED GRADE.

PAD & SWALE OVERBUILD DETAIL
 NOT TO SCALE



ENCROACHMENT ON EASEMENT

EXHIBIT A (PAGE 4 OF 11)

PAGE 8 OF 18

STONEHAVEN, PHASE 1

SANITARY SEWER PROFILES
LINES A & E

Phase 1
CITY OF SEAGOVILLE
DALLAS COUNTY, TEXAS

DATE: REVISION: BY:

DESIGNER: KUHLMANN KUHLMANN
DRAWN: KUHLMANN
DATE: 08/18/2022

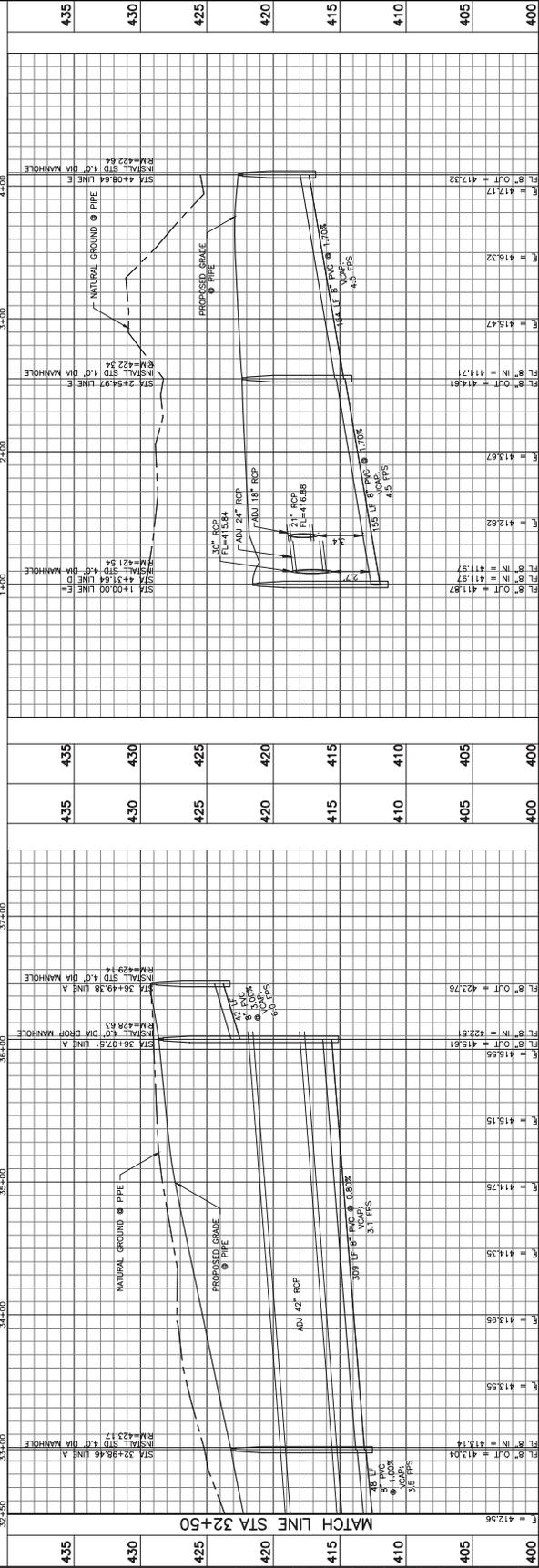
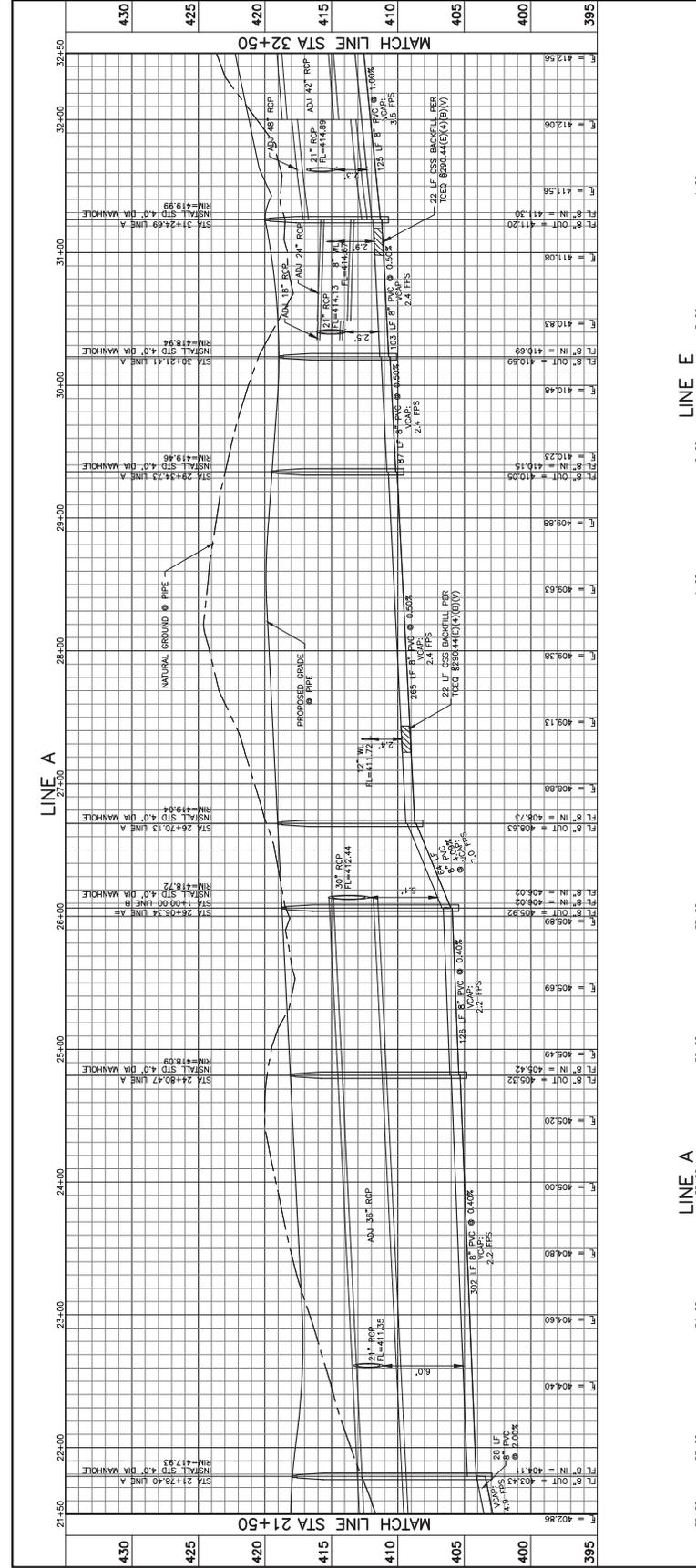
LIA PROJECT ID: N1680-0087
DATE: AUGUST 2022
SCALE: N/A
HORIZ: N/A
VERT: 1" = 4'

69 OF 85 SHEETS

LA Engineering, Inc.
1600 North Central Expressway
Suite 400
Dallas, Texas 75206
Phone: 469.622.1070
FAX: 469.622.1086

SEAL: [Professional Engineer Seal]

BENCHMARKS:
BM15 PCH-1 SET IN CONCRETE ON SIDEWALK OF LASTER ROAD, APPROXIMATELY 200 FEET SOUTHEAST OF THE CENTERLINE INTERSECTION OF SOUTHWEST CORNER DRIVE AND NEW POLY ROAD. ELEV. 428.840
BM16 V. SET IN CONCRETE SIDEWALK ON SOUTHWEST SIDE OF STONEGATE DRIVE, APPROXIMATELY 59 FEET NORTHEAST OF THE CENTERLINE OF LASTER ROAD. ELEV. 429.727
BM17 PCH-1 SET IN CONCRETE SIDEWALK ON SOUTHWEST SIDE OF STONEGATE DRIVE, APPROXIMATELY 59 FEET NORTHEAST OF THE CENTERLINE OF LASTER ROAD. ELEV. 429.867



Drawn: [Name], Date: 08/18/2022, Scale: 1" = 4', Project: Stonehaven Phase 1, City of Seagoville, Dallas County, Texas

LIMITATIONS ON
Oncor ELECTRIC DELIVERY COMPANY RIGHT OF WAY
EXHIBIT "B"

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.
2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.
3. Construction on electric transmission line easements acquired by Oncor after January 1, 2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.
4. No crossing less than 45 degrees to the centerline of the right-of-way.
5. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.
6. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.
7. Street or road crossings are to be based on drawings submitted. Any change in alignment or elevation will be resubmitted for approval.
8. No signs, lights or guard lights will be permitted on the right-of-way.
9. Power line safety equipment operations: hazard assessment and precautions inside the work zone area must be performed and in compliance with OSHA Standard §1926.1408 at all times. Equipment shall not be placed within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines.

10. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.
11. No dumpsters will be allowed on Oncor right-of-way or fee owned property.
12. Draglines will not be used under the line or on Oncor right-of-way.
13. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any Oncor transmission structure (tower, pole, guy wire, etc...).
14. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.
15. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.
16. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, (972)564-7050.
17. No hazardous materials will be stored on the right of way.
18. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material Laws" collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C.

§6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.

19. Brush and cut timber is not to be piled or stacked on Oncor right-of-way nor is it allowed to be burned upon or in close proximity to the conductors or towers.
20. No structures or obstructions, such as buildings, garages, barns, sheds, swimming pools, playground equipment, guard houses, etc., will be permitted on the right-of-way.
21. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. No lighting or sprinkler systems are allowed on the right-of-way.
22. No park or park designation will be permitted on the right-of-way.
23. Gas Pipeline Protective Barrier; Grantee, at Grantee's sole expense, shall provide one of the following protective barriers; **1)** a concrete protective barrier between the surface and the pipe that is a minimum of one (1) foot thick by one (1) foot wide, if pipe is wider than one (1) foot, then width of pipe, with the top of the concrete barrier to be at least one (1) foot below the surface or final grade, **2)** construct the gas pipeline inside of a proper protective steel casing, **3)** where electric facilities are located above ground, install the pipeline a minimum of ten (10) feet below the ground surface, or **4)** where electric facilities are located below ground, install the pipeline at a depth that provides for a minimum of a ten (10) foot clearance between the pipeline and the underground electric facilities.
24. No fire hydrants or manholes will be permitted within the right-of-way.
25. Any drainage feature that allows water to pond, causes erosion, directs stormwater toward the right-of-way or limits access to or around Oncor's facilities is prohibited. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.
26. No boring pits or other type of pits will be permitted within the right-of-way.



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: February 5, 2024

ITEM: 17

DESCRIPTION: Consider a Resolution authorizing the purchase of a 2024 Chevrolet 1500 Silverado from Caldwell Country for a total purchase price not to exceed \$43,305.00 and further authorizing purchase of emergency equipment and graphics for the vehicle from Pursuit Safety, Inc. for a purchase price not to exceed \$5,172.52; authorizing the City Manager to execute any necessary documents and disburse the funds for said purchases.

INTRODUCTION

The purpose of this item is to purchase a new vehicle to be used by the Building Inspection Department.

BACKGROUND

The purchase of a new vehicle was approved in the fiscal year 2024 budget. The new vehicle is a 4x2 double cab, 1500 Chevrolet Silverado. The vehicle will also be outfitted with a standard graphics kit with logo, as well as the required hazard lights.

FINANCIAL IMPACT

The amount for the proposed vehicle fully outfitted is \$48,477.52. The budgeted amount for the vehicle is \$45,171. The remaining balance due will be taken out of the fund balance.

RECOMMENDATION

Staff recommends approval of the requested purchase.

ATTACHMENTS

1. Resolution
2. Quote

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF A 2024 CHEVROLET 1500 SILVERADO FROM CALDWELL COUNTRY FOR A TOTAL PURCHASE PRICE NOT TO EXCEED \$43,305 AND FURTHER AUTHORIZING PURCHASE OF EMERGENCY EQUIPMENT AND GRAPHICS FOR THE VEHICLE FROM PURSUIT SAFETY, INC. FOR A PURCHASE PRICE NOT TO EXCEED \$5,172.52; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS AND DISBURSE THE FUNDS FOR SAID PURCHASES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in the FY 2023-24 budget process, the City Council approved the purchase of a new truck for the Community Development Department; and

WHEREAS, pricing for that truck, a 2024 Chevrolet 1500 Silverado, and the required emergency equipment and graphics, has been obtained from Caldwell Country through Buy Board and Pursuit Safety, Inc, respectively, in compliance with local and state procurement requirements; and

WHEREAS, the City Council desires to proceed with the purchase of the 2024 Chevrolet 1500 Silverado for a total purchase amount not to exceed \$43,305.00 and the purchase of the required emergency equipment and graphics from Pursuit Safety, Inc. for a total purchase price not to exceed \$5,172.52 and further to authorize the City Manager execute all documents necessary and to disburse the funds for said purchases.

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

Section 1. The City Council hereby authorizes the purchase of a 2024 Chevrolet 1500 Silverado from Caldwell Country and the required emergency equipment and graphics for the vehicle from Pursuit Safety, Inc, in accordance with the price quotes attached hereto and incorporated herein by this reference collectively as Exhibit "A," for a total purchase price payable to Caldwell Country of \$43,305.00 and a total purchase price payable to Pursuit Safety, Inc. not to exceed \$5,172.52.

Section 2. The City Manager is authorized to execute all documents necessary for the purchases and to disburse the funds for said purchases.

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

PASSED AND ADOPTED by the City Council for the City of Seagoville at a meeting on the 5th day of February, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
4862-1235-7537, v. 1

EXHIBIT A
Price Quotes from Caldwell Country and Pursuit Safety, Inc.

(to be attached)

QUOTE# 00AA-COMM DEV

CONTRACT PRICING WORKSHEET

End User: CITY OF SEAGOVILLE			Contractor: CALDWELL COUNTRY		
Contact Name: CASEY FILLMORE			CALDWELL COUNTRY		
Email: CFILLMORE@SEAGOVILLE.US			Prepared By: Averyt Knapp		
Phone #: 972-287-6833			Email: aknapp@caldwellcountry.com		
Fax #:			Phone #: 979-567-6116		
Location City & State: SEAGOVILLE			Fax #: 979-567-0853		
Date Prepared: JANUARY 10, 2024			Address: P. O. Box 27, Caldwell, TX 77836		
Contract Number: BUY BOARD #724-23			Tax ID # 14-1856872		
Product Description: 2024 CHEVROLET 1500 SILVERADO 4X2 DOUBLE CAB SWB CC10753					
A Base Price & Options:					\$42,905
B Fleet Quote Option:					
Code	Description	Cost	Code	Description	Cost
	4X2-DOUBLE CAB, 2.7L-TURBO, 8-SPD AUTOMATIC, LOCKING REAR AXLE DIFFERENTIAL, 40-20- 40 CLOTH SEATS, FULL RUBBER FLOOR, AIR CONDITION, AMFM- STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, 4" BLACK ROUND ASSIST STEPS, SHORT BOX, REAR STEP BUMPER, REAR VISION CAMERA, TRAILER TOW PACKAGE, FACTORY VBJ UNDERSEAT FACTORY STORAGE BOX	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	
	PRICES VALID FOR 30 DAYS BUT SUBJECT TO CHANGE DUE TO SUPPLY CHAIN CHALLENGES			REVERIFY PRICING BEFORE ISSUING PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER PO ISSUED	
Subtotal B					INCL
C Unpublished Options					
Code	Description	Cost	Code	Description	Cost

Subtotal C					
D Other Price Adjustments (Installation, Delivery, Etc...)					
Subtotal D					INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)					\$42,905
Quantity Ordered					1
Subtotal E					\$42,905
F Non-Equipment Charges (Trade-In, Warranty, Etc...)					
BUY BOARD					\$400
G. Color of Vehicle: WHITE					
H. Total Purchase Price (E+F)					\$43,305
Estimated Delivery Date:					Q2-Q3 2024 APPX



Pursuit Safety, Inc.
 4947 Texas 276
 Royse City, TX 75189
 (972) 772-4747
 sales@pursuitsafety.com
 pursuitsafety.com

Estimate #50398

Created: 1/29/2024
 Payment Term: Net 30
 Service Writer: Wade Schleif

CITY OF SEAGOVILLE
 702 North Highway 175
 Seagoville, TX 75159
 Casey Myers (O): (972) 287-6833
 cfillmore@seagoville.us

2023 Chevrolet Silverado 1500 (#CD-5)

Customer Comments	Recommendations
Need standard Public Works emergency equipment and graphics for a Community Development / Building Inspector 2024 Silverado 1500. Unit will be CD-5.	Buy Board contract # 698-23. Price is per unit.

CITY OF SEAGOVILLE - PUBLIC WORKS - 2020(+) TRUCK - GRAPHICS **Community Development / Building Inspector**			
Produce and install **specify department** with City logo graphics kit.			
Description	Price	QTY	Subtotal
1 Install graphics			\$150.00
2 City of Seagoville city truck full color graphics kit. <i>Note: Print non reflective city logo with (X3) unit numbers, IGWT, website, and department designation.</i>	\$326.58	1	\$326.58
			Total: \$476.58

CITY OF SEAGOVILLE - PUBLIC WORKS - 2020(+) TRUCK - BUILD - LEGACY ROOF MOUNT LIGHT BAR / STANDARD BED **check lt-bar hook kit**			
Install - Legacy Amber/Blue Light Bar With Switch Box.			
Description	Price	QTY	Subtotal
1 54" WECANX DUO LEGACY/CORE-C PKG <i>Note: KIT INCLUDES: A Legacy WeCanX Duo Light Bar with a Standard Foot and Hook Kit or a Headache Rack Mount, a Core-C Controller, and an Expansion Module.</i>	\$3,571.11	1	\$3,571.11
2 54" LEGACY DUO WECANX SERIES LIGHT BAR <i>Note: 54" WECANX DUO AMBER/BLUE LEGACY LIGHT BAR WITH TAKEDOWNS, ALLEYS, AND HOOK KIT.</i>		1	\$0.00
3 E-Z LIGHTBAR MOUNT KIT #101 <i>Note: Chevrolet, with Lightbar Purchase Only.</i>		1	\$0.00
4 CORE-C CONTROL PT/SWITCH COMBO <i>Note: CenCom Core®, Remote Siren & Control Center Powered By WeCanX® (WCX®), and WCX® Options. Control Head and OBDII CANport™ Installation Kit Purchased Separately.</i>		1	\$0.00
5 POWER FUSE MODULE <i>Note: POWER FUSE MODULE, 60A, 2 FUSE POSITIONS</i>	\$34.21	1	\$34.21
6 MICRO2 FUSE TAP <i>Note: Micro2 Fuse Circuit Tap 46177, 16 Ga. UL1015 Red Wire, 5" Leads with Butt Connector</i>	\$15.62	1	\$15.62



Pursuit Safety, Inc.
 4947 Texas 276
 Royse City, TX 75189
 (972) 772-4747
 sales@pursuitsafety.com
 pursuitsafety.com

Estimate #50398

Created: 1/29/2024
 Payment Term: Net 30
 Service Writer: Wade Schleif

CITY OF SEAGOVILLE - PUBLIC WORKS - 2020(+) TRUCK - BUILD - LEGACY ROOF MOUNT LIGHT BAR / STANDARD BED **check lt-bar hook kit**			
7	Labor to install emergency equipment.		\$750.00
8	Shipping		\$75.00
9	Custom wiring harness	\$150.00	1 \$150.00
Shop Supplies (100%): \$100.00			Total: \$4,695.94

Quotes are good for 30 days
 Freight quotes are good for 14 days
 Estimates provided are an approximation of timing and charges to you for the services requested. They are based on the anticipated work to be done. It is possible for unexpected complications to cause some deviation from the original quote. You hereby authorize the repair work described in this estimate to be done along with the procurement of the necessary material(s), including permission to operate the vehicle for on-road testing or inspection. If any additional repairs are required, we will prepare a revised work order providing the cost of additional parts and labor along with a total revised cost.

Previously used wire is considered compromised, and for safety removed and disposed of. We will place all old unused equipment in the new vehicle before delivery to the customer. In cases where we have removed the factory rear seat, console or any parts replaced with after market equipment and there is no room to load them in the new unit, you will have 14 days to pick up the discarded equipment.

Parts	\$4,097.52
Labor	\$900.00
Subtotal	\$5,072.52
Shop Supplies	\$100.00
Fees	\$75.00
Tax	\$0.00
Grand Total	\$5,172.52
Paid To Date	(\$0.00)
REMAINING BALANCE	\$5,172.52

No other notification will be sent. All parts installed as quoted and approved are new unless specified otherwise.

Deposits are non-refundable. No returns or refunds on special ordered items or electrical parts. There is no warranty for used parts supplied by customer.

You agree that we are not responsible for loss or damage to your vehicle, including loss of articles left in the vehicle, including, without limitation, in case of fire, theft, or any other cause(s) beyond our control. We are not responsible for any delays caused by unavailability of parts or delays in delivery of parts by the supplier or transporter. You have the right to know before authorizing any additional repairs what those repairs will be and what they will cost. If required repairs exceed the authorized estimated amount, we must obtain your approval to perform the repairs. We will keep you informed and perform only repairs authorized by you.

Signature _____



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: February 5, 2024

ITEM: 18

DESCRIPTION: Discuss and consider approving an amendment to a professional services agreement for residential building plan review services on a defined scope of services basis with Ladis Barr and authorizing the city manager to sign; providing a repealing clause; providing a severability clause; and providing an effective date.

INTRODUCTION

The proposed professional services agreement will now include on-call residential and commercial inspection services.

BACKGROUND

The purpose of obtaining a separate third party on call inspection service is to continue to serve Seagoville's residents and customers with a high level of service. The proposed amendment will allow Ladis Barr to complete in-field inspections on the City's behalf. This ensures that in the event of Staff absences, the inspections department can continue to move projects forward.

FINANCIAL IMPACT

The amount for the professional services hourly rate of \$75.00 is not being altered.

RECOMMENDATION

Staff recommends approval of the proposed amendment.

ATTACHMENTS

1. Resolution
2. First Amendment to PSA

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH LADIS BARR TO EXPAND THE SCOPE OF SERVICES TO INCLUDE RESIDENTIAL, COMMERCIAL AND MULTIFAMILY CONSTRUCTION INSPECTION SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 24, 2023, the City of Seagoville and Ladis Barr entered into a Professional Services Agreement under which Mr. Barr would perform plan review services for residential, commercial, and multifamily construction (the “Agreement”); and

WHEREAS, City staff has recommended and Mr. Barr is agreeable to amending the Agreement to expand the scope of services provided by Mr. Barr to include residential, commercial, and multifamily construction inspection services at the same hourly rate of compensation provided for plan review services; and

WHEREAS, the City Council for the City of Seagoville, Texas finds it to be in the best interest of the City of Seagoville to approve the amendment to the Professional Services Agreement with Ladis Barr;

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

Section 1. That the City Council hereby approves the First Amendment to the Professional Services Agreement with Ladis Barr to provide an expanded scope of services which will add residential, commercial, and multifamily construction inspection services the Scope of Work for the Agreement.

Section 2. The City Manager is hereby authorized to execute the First Amendment, in substantially the form of that attached hereto as Exhibit “A”, which is hereby approved.

Section 3. That 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 5th day of February, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
4861-5357-0721, v. 1

ATTACHMENT "A"

First Amendment to Professional Services Agreement with Ladis Barr

[to be attached]

Plan review shall be completed within ten (10) business days starting the day after the plan is received by Professional. All reasonable effort shall be made by Professional to complete plan reviews in less than ten business days when, at the request of the City, there is need for immediate Services. Inspection services shall be completed within twenty-four (24) hours of receipt of inspection request by Professional from the City Director of Community Development or his designee.

Plan review may, at Professional's option, be performed using the City's permitting software.

Professional will provide City with plan review and inspection comments and/or reports via email and/or attached to permitting software. This will be provided per the City's instructions.

The final approval and interpretive authority for all plan review and permitting rests with the City."

SECTION 2. This amendment shall be effective upon the date first signed by the Parties.

SECTION 3. All other provisions of the Agreement remain unchanged and in full force and effect.

EXECUTED this the ____ day of _____, 2024.

CITY OF SEAGOVILLE, TEXAS

By: _____
Patrick Stallings, City Manager

Approved as to form:

Victoria W. Thomas, City Attorney

EXECUTED this the ____ day of _____, 2024.

Ladis Barr, Professional



TO: Mayor and City Council

FROM: Cindy D Brown, Assistant City Manager

DATE: February 5, 2024

ITEM: 19

DESCRIPTION: Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, authorizing continued participation with the Steering Committee of Cities served by ONCOR; and authorizing the payment of ten cents (\$0.10) per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to ONCOR Electric Delivery Company, LLC.

INTRODUCTION

This agenda item is to authorize the City's continued participation with the Steering Committee of Cities served by ONCOR and authorize the assessment of \$0.10 per capita to fund the activities of the Steering Committee.

BACKGROUND

The City of Seagoville is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries. The Steering Committee of Cities Served by Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within the City. For the Steering Committee to continue its participation in these activities, which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over two decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used and is a fair method for the members to bear the burdens associated with the benefits received from that membership.



The \$0.10 per capita rate is the same as 2023.

FINANCIAL IMPACT

\$1,949.10 (based on the population figure for the City as shown in the TML Directory of City Officials)

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Resolution
2. Invoice

CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF TEN CENTS (\$0.10) PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

WHEREAS, the City of Seagoville is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the City; and

WHEREAS, the Steering Committee of Cities Served by Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the City is a member of the Steering Committee; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Steering Committee in its December 2022 meeting set a budget for 20243 that compels an assessment of ten cents (\$0.10) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

SECTION 1. That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Seagoville and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

SECTION 2. The City is further authorized to pay its assessment to the Steering Committee of ten cents (\$0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

SECTION 3. A copy of this Resolution and the assessment payment check made payable to “*Steering Committee of Cities Served by Oncor*” shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

PRESENTED AND PASSED on this the 5th day of February, 2024, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Seagoville, Texas.

APPROVED:

Ferney Lackey Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(cdb 01/30/2024)

City of Arlington, c/o Oncor Cities
 Steering Committee
 Attn: Brandi Stigler
 101 S. Mesquite St., Ste. 300
 MS # 63-0300
 Arlington, TX 76010

Invoice

Date	Invoice #
1/9/2024	24-131

Bill To
City of Seagoville

Item	Population	Per Capita	Amount
2024 Membership Assessment	19,491	0.10	1,949.10
Please make check payable to: Oncor Cities Steering Committee and mail to Oncor Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste. 300, MS #63-0300, Arlington, Texas 76010			Total \$1,949.10



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: February 5, 2024

ITEM: 20

DESCRIPTION: Conduct a public hearing and consider an Ordinance amending the comprehensive zoning ordinance and map of the City for approximately 146.43 acres of land located in the Herman Heider Survey, Abstract Number 541, Dallas County, Texas, being a portion of the Judith Smith Moore and Kirby Campbell Smith called 145.38 acre tract, from R-1 Single Family Dwelling ("R-1") to Planned Development with base zonings of R-5 Single Family Dwelling and Duplex Dwelling ("PD-R-5/D"), (PD 03-2024), subject to the development regulations, conditions, and provisions set forth.

INTRODUCTION

Consider approving a Planned Development Zoning District (PD) at 100 Stark Road with a base zoning of R-5.

BACKGROUND

The proposed Planned Development consists of 83 "Cottage" style lots measuring 30'x100' and 468 single family lots measuring 50'x120' over a total of 146± acres. The single-family units will have a base zoning of R-5 while the "Cottages" will defer to a Thome Home base zoning.

Regulations applicable to the development generally:

- A 6' tall stone/masonry screening wall along E. Stark Road, Ard Road, Farmers Road, and Shannon Lane.
- A minimum roof pitch of 6:12 for each residential structure.
- A monument sign is required along E. Stark Road.
- All single-family lots to include minimum a three (3') foot wide irrigated landscape bed directly adjacent to each front building line of each home, with landscaping. Landscaping beds must include a brick and/or stone masonry garden wall with vapor barrier and weep holes for proper drainage. The height of each landscape bed wall shall be no higher than the building foundation.
- All landscape beds shall have a minimum of three (3) ten-gallon and six (6) one-gallon shrubs.
- Interior Lots - All plant material is to be planted along the front elevation of the home and may wrap three feet (3) (allowing a minimum of three shrubs) around the side of the home. All shrubs shall be located within the landscape bed.
- Trees required for interior lots – See adopted landscaping ordinance.
- Corner Lots - In addition to the requirements for the interior lots above, all corner lots shall continue (on the side of the house facing the street) the shrub planting along the side of the home and the side yard fence with appropriate irrigation. The shrubs should be five (5) gallon in size and planted every 24 inches on center. The shrubs shall be keep trimmed behind the edge of the sidewalk.



- Trees required for corner lots– Two (2) three-inch (3”) caliper (minimum) shade trees to be planted with minimum 40’ spacing along the side of the lot. All trees to be located within the lot.
 - Note: See Section 25.02 , Division 21, as amended, Landscaping Requirements of the adopted Seagoville municipal ordinance for approved plant list.
- Shade trees with adequate irrigation to be required 40’ on center along E. Stark, Ard Road, and Farmers Road.
- A 10’ wide landscape buffer is required along E. Stark, Ard Road, and Farmers Road.
- All setbacks to be measured from the property line.
- All street lighting shall be 600’ apart and on each street corner. All street lighting shall be antique style.
- In addition to the infrastructure improvements required per City Ordinance, four lanes of concrete shall be extended through the intersection of Ard Road and Prescott Ln.

Single family dwelling units shall conform to the following development standards:

- Height: 35’
- Front yard: 25’
- Side yards: 5’
- Side yard adjacent to a corner lot: 20’
- Rear yard: 5% of lot depth or 10’
- Area of the lot. The minimum area of 6,000 square feet.
- Width of lot: 50’ at front Building line.
- Depth of lot: 120’
- Area of dwelling:
 - 10% of dwelling units at 2,200 square feet of living area or larger
 - 10% of dwelling units at 2,000 square feet of living area or larger
 - 40% of dwelling units at 1,800 square feet of living area or larger
 - 20% of dwelling units at 1,700 square feet of living area or larger
 - 20% of dwelling units at 1,600 square feet of living area or larger
 - 400 SF Garage for each unit
- Side entry garages required on all corner lots.

Multifamily dwelling units shall conform to the following development standards:

- Front yard: 18’.
- Side yards: 6’ between structures (12’ total building/structure separation)
- Rear yard: 6’
- Lot coverage: Max 80% including accessory buildings
- Width of lot: 30’
- Depth of lot: 100’
- 400 sf garage for each dwelling unit.
- Development to provide for guest parking at ratio of 0.25 per unit.
- Area of dwelling. 1,400 square feet of living area or larger
- Landscaping to conform with the Townhome District Regulations.

FINANCIAL IMPACT

N/A



RECOMMENDATION

The Planning and Zoning Commission recommended approval of the request.

ATTACHMENTS

1. Ordinance with Exhibits
2. Letter of Opposition
3. Zoning Map
4. August 10, 2021 - Planning and Zoning Commission Minutes
5. Presentation by Owner

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, TEXAS, AS HERETOFORE AMENDED, BY AMENDING THE ZONING FOR APPROXIMATELY 146.43 ACRES OF LAND LOCATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NUMBER 541, DALLAS COUNTY, TEXAS, BEING A PORTION OF THE JUDITH SMITH MOORE AND KIRBY CAMPBELL SMITH CALLED 145.38 ACRE TRACT AS DESCRIBED IN VOLUME 85109, PAGE 3205, DEED RECORDS, DALLAS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AND DEPICTED IN EXHIBIT “A” HERETO, FROM R-1 SINGLE FAMILY DWELLING (R-1) TO PLANNED DEVELOPMENT WITH BASE ZONINGS OF R-5 SINGLE FAMILY DWELLING AND TOWNHOUSE (PD-R-5/TH) (PD NO. 003-2024); PROVIDING PLANNED DEVELOPMENT REGULATIONS; PROVIDING AND APPROVING A CONCEPT PLAN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission and the governing body of the City of Seagoville, Texas, in compliance with the laws of the State of Texas and pursuant to the Comprehensive Zoning Ordinance of the City of Seagoville, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that zoning change should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1. The City of Seagoville, Texas Zoning Ordinance and map, as heretofore amended, is hereby amended by amending the zoning for approximately 146.43 acres of real property located in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas, being a portion of the Judith Smith Moore and Kirby Campbell Smith called 145.38 acre tract, as described in Volume 85109, Page 3205, Deed Records, Dallas County, Texas, and being more fully described and depicted on Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”) from R-1 Single Family Dwelling (“R-1”) to Planned Development with base zonings of R-5 Single Family Dwelling and Townhouse District (“PD-R-5/TH”) subject to the development regulations, conditions, and provisions set forth in this ordinance.

SECTION 2. The Property must be developed, used, and maintained in accordance with the concept plan attached hereto and incorporated herein by this reference as Exhibit “B,” which is hereby approved. Each future development “phase” shown on the concept plan, Exhibit “B” or any other proposed future development phase will require additional City approval prior to commencement of development of said phase(s) to ensure adequate provision of services including, but not limited to adequate roadway connectivity for the proposed phase(s).

SECTION 3. The Property shall be developed, used, and maintained in accordance with the City of Seagoville ordinances and regulations, including the Zoning Ordinance, except as amended by the following Development Regulations which are hereby approved, and which shall apply to the Property:

1. The base zoning of R-5 Single Family Dwelling shall apply to the approximately 130-acre portion of the Property shaded yellow/gold on the attached Concept Plan, Exhibit “B” hereto, which shall hereinafter be referred to as the “Residences.”

2. The base zoning of Townhouse District shall apply to the approximately 15.25-acre portion of the Property shaded in blue on the attached Concept Plan, Exhibit “B” hereto, which shall hereinafter be referred to as the “Cottages.”

3. The following regulations are applicable to the Residences:

A. Lot size shall be a minimum of 50 feet x 120 feet.

B. Setbacks shall be:

- | | |
|---------------------|--|
| a. Front yard | 25 feet |
| b. Side yards | 5 feet |
| c. Street side yard | 20 feet |
| d. Rear yard | Greater of 5% of lot depth or
10 feet |

C. Minimum area of lot: 6,000 square feet

D. Minimum lot width at front building line: 50 feet

E. Minimum lot depth at rear building line: 120 feet

F. Minimum dwelling area:

- | | |
|----|---|
| a. | 10% of dwelling units at 2,200 square feet of living area or larger |
| b. | 10% of dwelling units at 2,000 square feet of living area or larger |
| c. | 40% of dwelling units at 1,800 square feet of living area or larger |
| d. | 20% of dwelling units at 1,700 square feet of living area or larger |
| e. | 20% of dwelling units at 1,600 square feet of living area or larger |

G. Each dwelling unit is required to have a 400 square foot attached garage.

4. The following regulations are applicable to the Cottages:

A. Front yard setback 18 feet from the property line

B. Side yard setback 6 feet. Except for dwelling units with shared walls.
(12 feet total building/structure separation)

- C. Rear yard setback 6 feet
- D. Minimum lot width 30 feet
- E. Minimum lot Depth 100 feet
- F. Lot coverage Maximum of 80% including accessory buildings
- G. Parking regulations:
 - a. Each unit shall be required to have a 400 square foot garage
 - b. Guest parking shall be provided at a ratio of 0.25 parking spaces per dwelling unit.

5. The following regulations are applicable to the Property:

- A. A covered pavilion, to include restrooms, and playground equipment shall be provided on the Residences and also on the Cottages.
- B. All common areas and amenities shall be owned, operated, and maintained by a homeowners association.
- C. Side-entry garages are required on all corner lots.
- D. A 6-foot-tall stone/masonry screening wall shall be constructed along E. Stark Road, Ard Road, Farmers Road, and Shannon Lane. All visual screening shall not be placed within the public right of way.
- E. A monument sign is required along E. Stark Road.
- F. A minimum roof pitch of 6:12 is required for each residential structure.
- G. Maximum dwelling height: 35 feet
- H. All single-family lots must include at a minimum a three foot wide irrigated landscape bed directly adjacent to each front building line of each dwelling unit, with landscaping. Landscaping beds must include a brick and/or stone masonry garden wall with mortar, vapor barrier, and weep holes for proper drainage. The height of each landscape bed wall shall be no higher than the building foundation.
- I. All landscape beds shall have a minimum of three (3) ten-gallon and six (6) one-gallon shrubs.
- J. Interior lots – All plant material is to be planted along the front elevation of the dwelling unit and may wrap three (3) feet (allowing a minimum of three shrubs) around the side of the dwelling unit. All shrubs shall be located within the landscape bed.
- K. Trees are required for interior lots as set forth in the adopted landscaping ordinance. See, Section 25.02, Division 21, as amended, Landscaping Requirements of the Seagoville Code of Ordinances for approved plant list.
- L. Corner lots – In addition to the requirements for the interior lots above, all corner lots shall continue (on the side of the house facing the street) the shrub planting along the side of the home and the side yard fence with appropriate irrigation. The shrubs must be five (5) gallons in size and planted every 24 inches on center. The shrubs shall be kept trimmed behind the edge of the sidewalk.
- M. Trees required for corner lots: two (2) three-inch caliper (minimum) shade trees to be planted with minimum 40 inch spacing along the side of

the lot. All trees to be located within the lot. See, Section 25.02, Division 21, as amended, Landscaping Requirements of the Seagoville Code of Ordinances for approved plant list.

- N. The same structure elevation shall not be repeated within four (4) lots on the same side of the street or within four (4) lots on the opposite sides of the street.
- O. All Townhome/Cottage lots must conform with the adopted landscape ordinances.
- P. Shade trees with adequate irrigation to be required 40' on center along E. Stark, Ard Road, and Farmers Road.
- Q. A 10' wide landscape buffer is required along E. Stark, Ard Road, and Farmers Road.
- R. All setbacks to be measured from the property line.
- S. All street lighting shall be 600' apart and on each street corner. All street lighting shall be antique style.
- T. In addition to the infrastructure improvements required per City Ordinance, four lanes of concrete, per the adopted Technical Construction Standards and Specifications, shall be extended through the intersection of Ard Road and Prescott Ln.
- U. All development phasing is contingent on adequate points of access and ingress and egress, per the City of Seagoville's adopted Subdivision Ordinances as amended and Building Official approval.
- V. All public utilities must be extended to the edge of the development property lines along appropriate right of way or easements.

SECTION 4. All provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 7. Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION89. This ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

DULY PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, on the 5th day of February, 2024.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

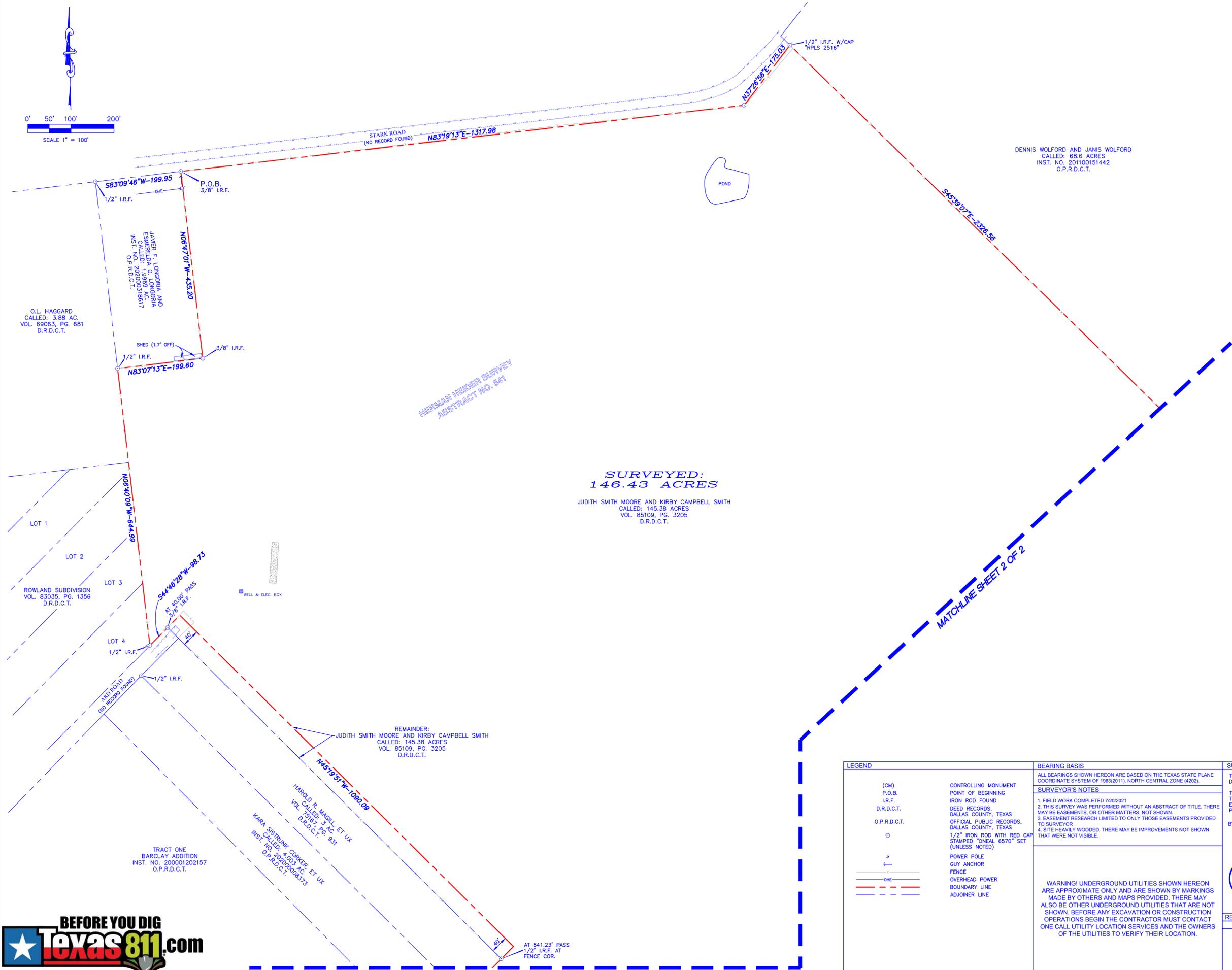
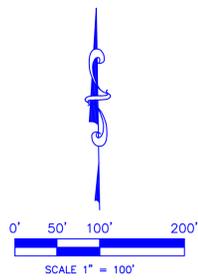
ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
4878-7489-6290, v. 1

EXHIBIT A
SURVEY with LEGAL DESCRIPTION
[to be attached]



O.L. HAGGARD
CALLED: 3.88 AC.
VOL. 69063, PG. 681
D.R.D.C.T.

JAVIER F. LONGORIA AND
EMERSON O. LONGORIA
INST. NO. 20200318817
O.P.R.D.C.T.

**SURVEYED:
146.43 ACRES**

JUDITH SMITH MOORE AND KIRBY CAMPBELL SMITH
CALLED: 145.38 ACRES
VOL. 85109, PG. 3205
D.R.D.C.T.

REMAINDER:
JUDITH SMITH MOORE AND KIRBY CAMPBELL SMITH
CALLED: 145.38 ACRES
VOL. 85109, PG. 3205
D.R.D.C.T.

TRACT ONE
BARCLAY ADDITION
INST. NO. 200001202157
O.P.R.D.C.T.

HAROLD R. MAGILL ET UX
VOL. 83035, PG. 1356
D.R.D.C.T.

KARA SISTRUNK CORNER ET UX
INST. NO. 20200008373
O.P.R.D.C.T.

DENNIS WOLFORD AND JANIS WOLFORD
CALLED: 68.6 ACRES
INST. NO. 201100151442
O.P.R.D.C.T.

LOT 1
LOT 2
LOT 3
LOT 4

ROWLAND SUBDIVISION
VOL. 83035, PG. 1356
D.R.D.C.T.

1/2" I.R.F.

HERMAN HEIDER SURVEY
ABSTRACT NO. 541



LEGAL DESCRIPTION

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

BEGINNING AT A 3/8" IRON ROD FOUND IN THE SOUTHEAST LINE OF STARK ROAD (NO RECORD FOUND) AT THE NORTHWEST CORNER OF THE ABOVE-MENTIONED 68.6 ACRE TRACT, AND CONTINUING FOR A TOTAL DISTANCE OF 1317.98 FEET TO A 1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET (HEREAFTER CALLED IRON ROD SET);

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

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

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

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

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

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

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

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

THENCE NORTH 44 DEGREES 35 MINUTES 43 SECONDS WEST, ALONG THE NORTHEAST LINE OF THE ABOVE-MENTIONED 86.39 ACRE TRACT, A DISTANCE OF 636.66 FEET TO A 1/2" IRON PIPE FOUND AT THE SOUTH CORNER OF THE BARCLAY ADDITION AS DESCRIBED IN INSTRUMENT NUMBER 200001202157, (O.P.R.D.C.T.), FROM WHICH AN AXLE FOUND AT THE NORTH CORNER OF SAID 86.39 ACRE TRACT BEARS NORTH 44 DEGREES 35 MINUTES 43 SECONDS WEST, A DISTANCE OF 1054.80 FEET;

THENCE NORTH 44 DEGREES 35 MINUTES 25 SECONDS EAST, ALONG THE SOUTHEAST LINE OF BARCLAY ADDITION, THE SOUTHEAST LINE OF THE KARA SISTRUNK CORNER, ET UX CALLED 4.003 ACRE TRACT AS DESCRIBED IN INSTRUMENT NUMBER 20200008373, (O.P.R.D.C.T.), AND THE SOUTHEAST LINE OF THE HAROLD R. MAGILL, ET UX CALLED 3 ACRE TRACT AS DESCRIBED IN VOLUME 75167, PAGE 931, (D.R.D.C.T.), AT A DISTANCE OF 717.61 FEET PASS A 5/8" IRON PIPE FOUND AT THE SOUTH CORNER OF THE JUST MENTIONED 3 ACRE TRACT, AT A DISTANCE OF 841.23 FEET PASS A 1/2" IRON ROD FOUND AT A FENCE CORNER AT THE EAST CORNER OF SAID 3 ACRE TRACT, AND CONTINUING OVER AND ACROSS 145.38 ACRE TRACT 40.00 FEET FOR A TOTAL DISTANCE OF 881.23 FEET TO AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 45 DEGREES 19 MINUTES 51 SECONDS WEST, CONTINUING OVER AND ACROSS SAID 145.38 ACRE TRACT AND BEING 40.00 FEET PARALLEL TO THE NORTHEAST LINE OF SAID 3 ACRE TRACT, A DISTANCE OF 1090.09 FEET;

THENCE SOUTH 44 DEGREES 46 MINUTES 28 SECONDS WEST, CONTINUING OVER AND ACROSS SAID 145.38 ACRE TRACT, AT A DISTANCE OF 40.00 FEET PASS A 3/8" IRON ROD FOUND IN THE OBTENSIBLE NORTHWEST LINE OF ARD ROAD AND CONTINUING ALONG SAME FOR A TOTAL DISTANCE OF 98.73 FEET TO A 1/2" IRON ROD FOUND AT THE EAST CORNER OF ROWLAND SUBDIVISION AS RECORDED IN VOLUME 83035, PAGE 1356, (D.R.D.C.T.);

THENCE NORTH 06 DEGREES 40 MINUTES 09 SECONDS WEST, ALONG THE EAST LINE OF ROWLAND SUBDIVISION AND THE EAST LINE OF THE O.L. HAGGARD CALLED 3.88 ACRE TRACT AS DESCRIBED IN VOLUME 69063, PAGE 681, (D.R.D.C.T.), A DISTANCE OF 644.99 FEET TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF THE ABOVE-MENTIONED 1.9989 ACRE TRACT;

THENCE NORTH 83 DEGREES 07 MINUTES 13 SECONDS EAST, A DISTANCE OF 199.60 FEET TO A 3/8" IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 1.9989 ACRE TRACT;

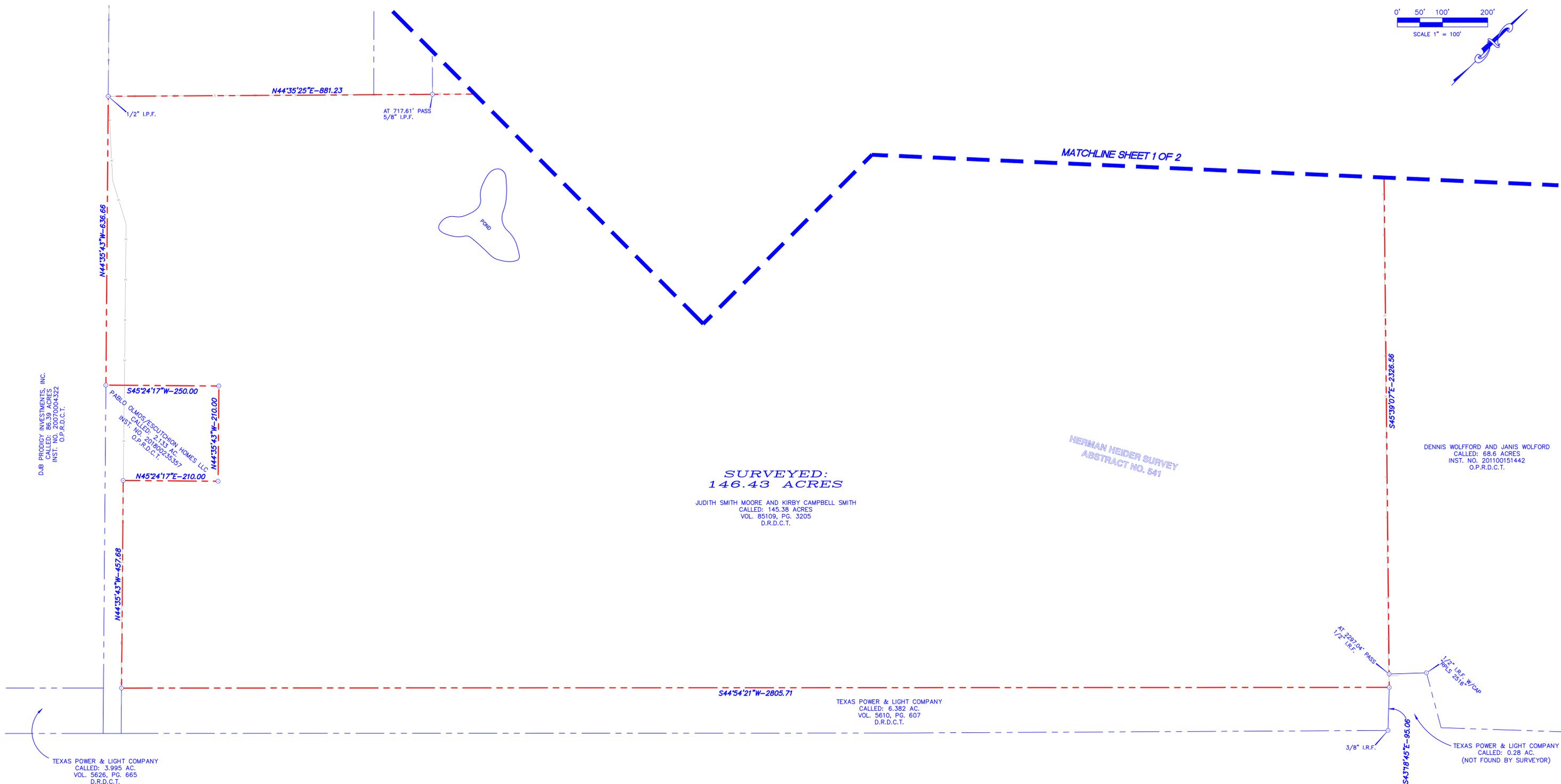
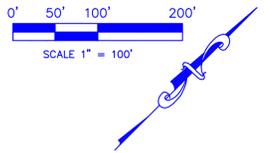
THENCE NORTH 06 DEGREES 47 MINUTES 01 SECONDS WEST, A DISTANCE OF 435.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 146.43 ACRES OF LAND, MORE OR LESS.

SCHEDULE B ITEMS

Items corresponding to the Commitment for Title Insurance issued June 21, 2021 by First American Title Guaranty Company bearing an effective date of June 8, 2021, Commitment No. 1010-340281-RTT.

- 1. - 10e. Intentionally omitted by surveyor
- 10f. Mineral estate and interest in coal, lignite oil, gas and other minerals together with all rights, privileges and immunities thereto described in instrument filed 09/11/1950, recorded in Volume 3374, Page 44, Real Property Records, Dallas County, Texas. DESCRIBES SURVEYED PROPERTY, BLANKET IN NATURE
- 10g. Easement granted by Jack Prescott to Texas Power & Light Company, filed 01/11/1968, recorded in Volume 68008, Page 53, Real Property Records, Dallas County, Texas. UNABLE TO PLOT
- 10h. Easement granted by Robert L. Prescott to Texas Power & Light Company, filed 11/14/1969, recorded in Volume 69223, Page 1178, Real Property Records, Dallas County, Texas. UNABLE TO PLOT

LEGEND		BEARING BASIS	
(CM)	CONTROLLING MONUMENT	ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983(2011), NORTH CENTRAL ZONE (4202).	
P.O.B.	POINT OF BEGINNING	SURVEYOR'S NOTES	
I.R.F.	IRON ROD FOUND	1. FIELD WORK COMPLETED 7/20/2021	
D.R.D.C.T.	DEED RECORDS, DALLAS COUNTY, TEXAS	2. THIS SURVEY WAS PERFORMED WITHOUT AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.	
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS	3. EASEMENT RESEARCH LIMITED TO ONLY THOSE EASEMENTS PROVIDED TO SURVEYOR	
○	1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET (UNLESS NOTED)	4. SITE HEAVILY WOODED. THERE MAY BE IMPROVEMENTS NOT SHOWN THAT WERE NOT VISIBLE.	
⊙	POWER POLE	WARNING! UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE ONLY AND ARE SHOWN BY MARKINGS MADE BY OTHERS AND MAPS PROVIDED. THERE MAY ALSO BE OTHER UNDERGROUND UTILITIES THAT ARE NOT SHOWN. BEFORE ANY EXCAVATION OR CONSTRUCTION OPERATIONS BEGIN THE CONTRACTOR MUST CONTACT ONE CALL UTILITY LOCATION SERVICES AND THE OWNERS OF THE UTILITIES TO VERIFY THEIR LOCATION.	
⊙	GUY ANCHOR		
—	FENCE		
—	OVERHEAD POWER		
—	BOUNDARY LINE		
—	ADJONER LINE	SURVEYOR'S CERTIFICATE TO: REPUBLIC TITLE OF TEXAS, INC.; FIRST AMERICAN TITLE GUARANTY COMPANY; W LAND DEVELOPMENT LLC; THIS SURVEY SATISFIES ALL REQUIREMENTS OF A CATEGORY 1A, CONDITION II SURVEY PURSUANT TO THE STANDARDS OF THE TEXAS SOCIETY OF PROFESSIONAL SURVEYORS AND MEETS OR EXCEEDS THE PROFESSIONAL AND TECHNICAL STANDARDS PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS. BY: DANIEL CHASE O'NEAL REGISTERED PROFESSIONAL LAND SURVEYOR STATE OF TEXAS NO. 6570 daniel.oneal@onealsurveying.com  O'NEAL SURVEYING CO. 205 WINDCO, STE. 100 WYLIE, TX 75098 TPLS FIRM # 10194132 WWW.ONEALSURVEYING.COM REVISIONS LAND TITLE SURVEY SHOWING A PORTION OF THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541 DALLAS COUNTY, TEXAS SHEET 1 OF 2	



**SURVEYED:
146.43 ACRES**

JUDITH SMITH MOORE AND KIRBY CAMPBELL SMITH
CALLED: 145.38 ACRES
VOL. 85109, PG. 3205
D.R.D.C.T.

HERMAN HEIDER SURVEY
ABSTRACT NO. 541

DENNIS WOLFFORD AND JANIS WOLFFORD
CALLED: 68.6 ACRES
INST. NO. 201100151442
O.P.R.D.C.T.

TEXAS POWER & LIGHT COMPANY
CALLED: 6.382 AC.
VOL. 5610, PG. 607
D.R.D.C.T.

TEXAS POWER & LIGHT COMPANY
CALLED: 3.995 AC.
VOL. 5626, PG. 665
D.R.D.C.T.

TEXAS POWER & LIGHT COMPANY
CALLED: 0.28 AC.
(NOT FOUND BY SURVEYOR)

WARNING! UNDERGROUND UTILITIES SHOWN HEREON ARE APPROXIMATE ONLY AND ARE SHOWN BY MARKINGS MADE BY OTHERS AND MAPS PROVIDED. THERE MAY ALSO BE OTHER UNDERGROUND UTILITIES THAT ARE NOT SHOWN. BEFORE ANY EXCAVATION OR CONSTRUCTION OPERATIONS BEGIN THE CONTRACTOR MUST CONTACT ONE CALL UTILITY LOCATION SERVICES AND THE OWNERS OF THE UTILITIES TO VERIFY THEIR LOCATION.



LEGEND	
(CM)	CONTROLLING MONUMENT
P.O.B.	POINT OF BEGINNING
I.R.F.	IRON ROD FOUND
D.R.D.C.T.	DEED RECORDS, DALLAS COUNTY, TEXAS
O.P.R.D.C.T.	OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
○	1/2" IRON ROD WITH RED CAP STAMPED "ONEAL 6570" SET (UNLESS NOTED)
⊕	POWER POLE
⊙	CUY ANCHOR
— — — — —	FENCE
— — — — —	OVERHEAD POWER
— — — — —	BOUNDARY LINE
— — — — —	ADJONER LINE

BEARING BASIS	
ALL BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983(2011), NORTH CENTRAL ZONE (4202).	
SURVEYOR'S NOTES	
1. FIELD WORK COMPLETED 7/20/2021	
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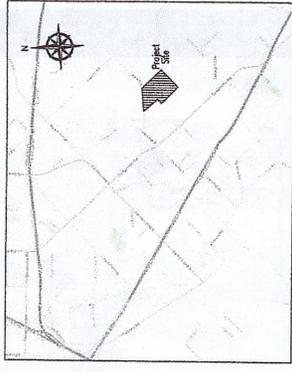
O'NEAL SURVEYING CO.
205 WINDCO, STE. 100
WYLIE, TX 75098
TBPLS FIRM # 10194132
WWW.ONEALSURVEYING.COM

REVISIONS

LAND TITLE SURVEY
SHOWING
A PORTION OF THE
HERMAN HEIDER SURVEY, ABSTRACT NO. 541
DALLAS COUNTY, TEXAS

EXHIBIT B
Concept Plan
[to be attached]

4878-7489-6290, v. 1



YLC141111.MXD
10/21/2021

HOUSE MIN. S.F.
 10% - 2,200 S.F.
 10% - 2,000 S.F.
 40% - 1,800 S.F.
 20% - 1,700 S.F.
 20% - 1,600 S.F.

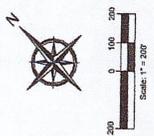
COTTAGES - 30'X100' - 83 LOTS
 Tract 1
 50'X120' - 468 LOTS
 Tract 2

TOTAL LOTS = 551

Concept Plan

LAKES OF SERENITY

146.43 AC. SEAGOVILLE, DALLAS COUNTY, TEXAS



Owner:
JUDITH & KIRBY SMITH
 6800 Del Norte Ln., Apt. 245
 Dallas, Texas 75225

Developer:
W Land Development
 8117 Preston Road, Suite 300
 Dallas, Texas 75225
 (214) 239-9688

Consultant:
KPA
CONSULTING, INC.
 614 Summer Creek Dr. - Rockwall, Tx. 75087
 972-388-8383 Contact For Plans

OCTOBER 21, 2021



January 11, 2024

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

**NOTICE OF ZONING PUBLIC HEARING
SEAGOVILLE PLANNING AND ZONING COMMISSION
ZONING CASE Z2021-13**

The Seagoville City Council will hold a public hearing on Monday, February 5, 2024, at 6:30 p.m. in the Council Chambers in City Hall at 702 North U.S. Highway 175 Seagoville, TX 75159 to consider the recommendation from the Planning and Zoning Commission on a zoning request from R-1, Residential Single Family, to PD-21-04 (Planned Development for single family and multi-family uses), on approximately 146.43± acres of the Herman Heider Survey, Abstract 541, being commonly referred to as 100 Stark Road, Seagoville, Dallas County, Texas.

Individuals may appear at the public hearing to state their opinions or may send a written notice prior to 4:30 PM on the day of the public hearing to Administrative Assistant Casey Fillmore at 702 North U.S. Highway 175; Seagoville, TX 75159. This letter is the opportunity to voice your opinion about this project for the record.

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

I am in favor of against Zoning Request Z2021-13 as it is described above.

Additional Comments (attach additional sheets as necessary):

Roads are full of holes already. They will not support the extra traffic. Infrastructure is lacking.

Signature(s): Maryl E. Haggard

Printed Name(s): Maryl E. Haggard

Address: 1208 E. Stark Rd.

City, State & Zip code: Seagoville, Tx 75159



January 11, 2024

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

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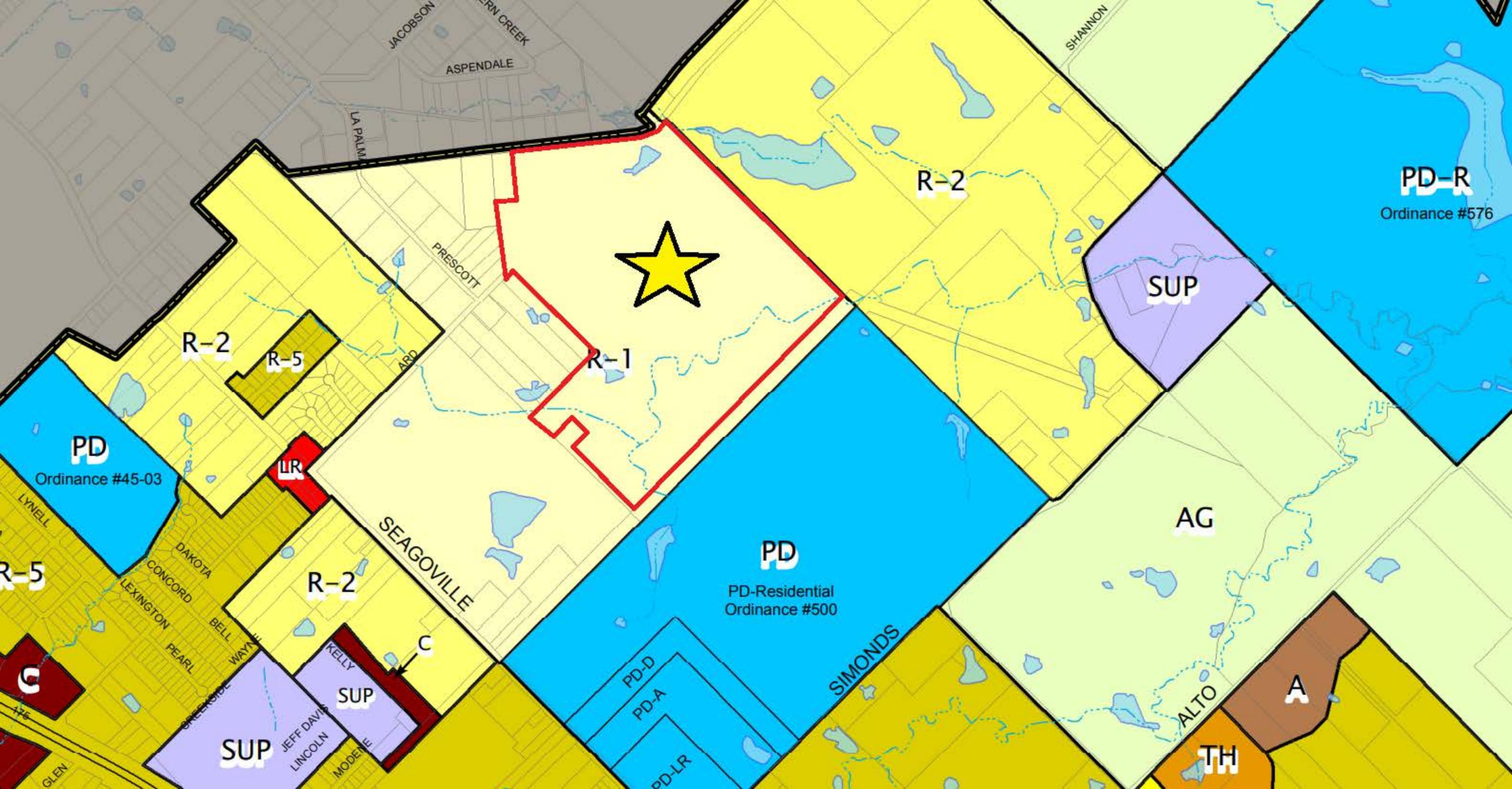
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Indicate your opinion in this matter by checking the appropriate box below. Provide any additional comments that you might have. Please sign and provide your name and address below.

I am in favor of against Zoning Request Z2021-13 as it is described above.

Additional Comments (attach additional sheets as necessary): We are against the single family homes. The city of Seagoville wants feedback but the reality is that the decision has already been made. We have been robbed of our quiet country life. More people are living in the single family homes, they have too many cars which are parked on the sides of the roads. Traffic has gotten beyond hectic!

Signature(s): Esmerelda Longoria and Javier Longoria
Printed Name(s): Esmerelda Longoria and Javier Longoria
Address: 1220 Stark Rd.
City, State & Zip code: Seagoville, Tx 75159



JACOBSON
ASPENDALE
LA PALM

R-2

PD-R
Ordinance #576



R-2

R-5

R-1

SUP

PD
Ordinance #45-03

LR

AG

PD
PD-Residential
Ordinance #500

R-2

SIMONDS

ALTO

A

SUP

SUP

PD-D
PD-A
PD-LR

TH

SEAGOVILLE

LYNELL

R-5

G

GLEN

CONCORD

LEXINGTON

GREENSIDE

175

DAKOTA

PEARL

JEFF DAVIS

LINCOLN

MODERNE

BELL

WAYNE

KELLY

MODERNE

175

SEAGOVILLE



MINUTES
for the
SEAGOVILLE PLANNING AND ZONING COMMISSION
Regular meeting scheduled to begin at
6:30 p.m. on Tuesday, August 10, 2021
in the City Hall Council Chambers
at 702 North U.S. Highway 175; Seagoville, Texas

Vice Chairman Grimes called the meeting to order at 6:34 p.m.

Present: Commissioner and Vice Chairman David Grimes
Commissioner Tommy Lemond
Commissioner Debra Haney
Commissioner Charles Galbreth

Absent: Commissioner and Chairman Mike Dupuis, sick at home
Commissioner Dr. Don Cole
Commissioner Olu Olajimi, out of country

City Staff: Community Development Director Ladis Barr
Planner Jennifer Bonner

City Attorney Victoria Thomas

Commissioner Galbreth was asked to lead the group in an invocation. Afterwards, the vice chairman led the group in reciting the Pledge of Allegiance.

Vice Chairman Grimes then gave an opportunity for the public to comment on items not on the agenda. No one responded in person.

The vice chair then stated that per an email received from the applicant earlier today, the second item on tonight's agenda has been pulled from the agenda.

- 1. ZONING REQUEST Z2021-13: PUBLIC HEARING** Conduct a Public Hearing, discuss and make a recommendation to City Council on zoning change request from R-1, Residential Single Family, to PD-21-04 (planned development for single family and multi-family uses), on approximately 145+ acres of Tract 3 in the Herman Heider Abstract 541, being commonly referred to as 100 Stark Road, Seagoville, Dallas County, Texas.

Vice Chairman Grimes opened the public hearing at 6:38 p.m.

Planner Jennifer Bonner began by stating covering the site information and summary of the

proposed development regulations in the Agenda Comm. She also covered some of the additional subdivision requirements that are required by code that would need to be specifically met for this development. She did address some of the responses received and added that a copy of the applicant's presentation was received at noon today and should be with the additional responses received at each commissioner's seat. She then moved onto the Staff Report (Exhibit 1). The first page gives the location of the property in the aerial photograph in the upper right corner. The table in the middle of the page summarizes the size of the project, site zoning, surrounding zoning district, the site's land use, surrounding land uses, and surrounding recommended future land uses. The property is vacant/undeveloped. This request would create a planned development that has a mix of single family and multi-family uses. Most of the property would be for about 435 single family homes on lots that are proposed to be 50 feet wide by 120-feet deep. The area for multi-family uses would be for about 93 dwelling units for sale on individual lots that area proposed to be 30-feet wide by 100-feet deep. Staff is recommending approval with the list of conditions specified on the bottom of page 1.

Planner Bonner then moved onto Page 2 of the report, which compares the application to the 2002 Future Land Use Plan, the 2006 Master Thoroughfare Plan, and the 2009 Zoning Map. On each map, the property is located under a star. In the Land Use section, she stated the plan calls for this area to be Low Density Residential. The Comprehensive Plan does not provide information how Low, Medium or High Density Residential properties should be differentiated. In the Master Thoroughfare Plan section, Planner Bonner explained that right-of-way for Ard Road, Stark Road, East Farmers Road, and Shannon Road will all be required for this development. The intersection of East Farmers Road with Ard Road and Stark Road will need to be worked out since the alignment shown on the Master Thoroughfare Plan does not make sense with the way street alignments exist in the City of Dallas. The alignments of the connections of Shannon Road from the north and East Farmers Road to the east also have to be coordinated with those adjoining developments. East Farmers Road will also have to be coordinated with Oncor since their overhead mainlines run between this site and the development to the east. In the Zoning Map section, she discussed the houses sizes and types of uses.

The review criteria for a planned development begin on the top of Page 3. Planner Bonner stated she was going to focus on those criteria with answers of "no", meaning the application does not meet code requirements for allowing a change. Criteria 2 covers recreation and open spaces, which this site has and will be adding but none of the submitted application paperwork references whether these will be available for public use as the criteria asks. Criteria 5 discusses historical buildings and features of which none have been identified for protection or preservation. Criteria 7 asks about meeting or exceeding planned development regulations. This answer reflects that the base zoning would be going from R-1 (larger lots and larger homes) to R-5 and A (with smaller lots, probably smaller homes, and even smaller dwelling units in the multi-family zoned area). Moving onto Page 4 of the report, Planner Bonner explained that Criteria 19 asks about the size and shape of the site and layout of proposed structures. Because of the reduction in the base zoning district for the development, it does not meet the intent of the code to provide for smaller lots and/or dwelling units than the City Council planned for this area of town. Criteria 20 discusses permitting less than authorized by code requirements, which is allowed in planned developments if the change is specified in the application. For this application, the items requesting to be revised are included in Exhibit 7B. She then covered the legal notices for this application. Additional responses were received after the meeting packet was emailed to the Commissioners and most of the additional responses were scanned and emailed to

the commissioners as well. Paper copies of all responses (in original meeting packet email, additional responses received on Monday that were emailed, and responses received today but not emailed) are available at each commissioner's seat.

Planner Bonner then covered the rest of the exhibits. She then quickly went through Exhibits 2 through 6. Exhibit 7 she covered in more detail. Exhibit 7A is the application. Exhibit 7B is the list of proposed development regulations. Exhibit 7C includes a title survey and the boundary description of each area covered by this application. Exhibit 7D is the proposed concept plan for the development. Exhibit 7E is the proposed site utilities plans for city water, city sanitary sewer, storm sewer and drainage of the development. These are subject to revision once the engineering of the site begins. Exhibit 7F provides some proposed building elevations on 1- and 2-story structures for the subdivision. She covered the legal notice exhibits, the responses received, and the list of property owners notified. The applicant's presentation is Exhibit 11, but is not labeled as such on the paper copy at each commissioner's seat. She then concluded by stating she would answer any questions from the commissioners.

Vice Chairman Grimes asked if any of the other commissioners had questions for staff. There were none.

Vice Chairman Grimes asked applicant's representative to come forward and identify himself. Mr. Pat Atkins, representing KPA Consulting, the property owners, and the developer W Land Development, came forward and introduced himself. He asked Planner Bonner to put the presentation on the screens. He then stated she has covered a lot of the material in the application in detail. This development is to be consistent with what has been brought in the past and similar on product value. This property is in the same area as a lot of the other developments coming to Seagoville. They understand they will had to address the continuation for their portions of the regional development – Taylor to the east; Stonehaven to the north; undeveloped residential properties in the City of Dallas to the west for the last 30 to 40 years. As Planner Bonner stated earlier, the eastern boundary line is the overhead power lines, which is the western boundary of the Taylor property. That property is under a current PD, but he understands will be coming forward with revisions for developing. Farmers Road will be coming to this site (from the Taylor property) and continuing through. Shannon Road (from the north and the Stonehaven development) and continuing through. Both per the Thoroughfare Plan. Mr. Atkins then went into concept plan, lot sizes, minimum building sizes, etc. but builders could build as large as the initial buyer desires. The numbers provided are the minimums that the market supports for these size lots. The concept lists the smaller area in the blue color as Apartments, but is depicted in the concept plan as all detached single family units on their own platted lot as cottages, which have been seen in other parts of Seagoville. They are trying to provide a variation in product type and look but still with the single family feel. Repetitive nature to be addressed and avoided during the building process.

The overall development is about 147 acres. The concept plan includes 22 acres of open space to be finalized during the engineering and final design processes. Ponds shown are not in floodways, but are in drainage areas so will be designed to help address the city's detention/retention requirements.

Building elevations for the detached single family (blue) cottage areas. Apartment zoning asked for to help address the setbacks wanted but again these are to be built as separate stand-alone structures with 2-car 400 square foot garage for each unit. The home builder

group has not been selected yet, but typical building elevations were provided for the single family (yellow) housing area. Each house with a 2-car 400 square foot garage. Duplex option in the Apartment area was depicted. Duplexes provide 2-story option. Again with 2-car 400 square foot garage for each unit. Interior finish examples provided but are based on current market demand.

Mr. Atkins then began to address the amenities of the development. A representative example of a typical amenity center was provided with a swimming pool. More details at the time of final concept plan at Council. Director Barr asked Mr. Atkins to confirm a pool would be at the amenity center. Mr. Atkins replied yes. They development is looking at having playground equipment at 3 separate locations. Extensive trail system through the open space – especially around the large. Possible locations for community gardens. Pavilions. Screening along Farmers and Ard with monumentation, landscaping, and wrought iron fencing. Mr. Atkins then had Planner Bonner return to the concept plan slide of the presentation.

Again this development concept is a mix of residential uses with all detached, single family structures and accommodating the requirements of the Master Thoroughfare Plan. 435 houses are planned along with 93 cottages. Again all single family units. It provides open spaces and amenities. All for sale (not rental) properties. They respectfully request commission's recommendation to city council be for approval. He would be happy to answer any questions. And thanked the commission for their time. Mr. Atkins asked for the right to come back and try to answers questions after the public speaks.

Vice Chairman Grimes said he had some questions for Mr. Atkins if no one else did. The cottages are all for sale. They are not rental properties. Mr. Atkins replied that is correct. Vice Chairman Grimes asked if there will be an HOA. Mr. Atkins replied the whole master development plan will have an HOA. Vice Chairman Grimes asked if the amenities would be open to the public. Mr. Atkins said that they would not be unless that is part of the developer's agreement. They also plan to pay the park (impact) fees associated with subdivision developments. The shown green or open spaces are currently not planned to be designated park areas, so would not be open to the public. The obligation for the maintenance of these areas would be internal to the HOA of the development. Director Barr stated that the city would not be accepting these areas so they would strictly be for the use of the residents of the development.

Commissioner Lemond said he had a couple of items he wanted clarification on from Mr. Atkins. Commissioner Lemond asked if the cottage area would be gated. Mr. Atkins said yes. Commissioner Lemond then asked about the perimeter fencing materials would be along the existing neighbors' houses on Prescott. Would these be a wood fence or the perimeter fencing that he is showing? Mr. Atkins replied that the fencing along the property lines with the adjoining owners' homes would be a 6-foot board-on-board wood fence. This would be for those along Prescott, along the overhead power line, and the development to the north. Commissioner Lemond so the board-on-board fence would separate the development from the existing homes. Mr. Atkins replied. That is correct. The thoroughfares are we they are asking to do the wrought iron screening and landscaping.

Vice Chairman Grimes asked if the cottages are expected to run at about the same price as the houses, even though they could be a little smaller in size. Mr. Atkins said the price points have not been set yet, but they are expected to be very similar. Ard Road will serve as the separation of products with the single family home on one side and the cottages on the

other. Cottage residents are likely to be older folks or those who don't want the maintenance of the yard. Vice Chairman Grimes said or someone like himself who wants a gated community. Mr. Atkins replied that is just gives the opportunity for a variation in the products available in the market. Vice Chairman Grimes asked if Ard Road through the development would be 2 or 4 lanes. Director Barr, Planner Bonner, and Mr. Atkins all replied 4 at the same time.

Vice Chairman Grimes said if any of the commissioners had any questions for Mr. Atkins. There were none by the commissioners. Mr. Atkins asked for the right to come back and try to answers questions after the public speaks. The vice chair granted that request. *(Planner Bonner left the concept plan on the screen for those that wanted to refer to it during the comment period.)*

From the sign-in list to speak, the vice chairman asked Mr. Harold Magill to come forward, introduce himself, provide his address, and then he could speak to the commission.

Mr. Harold Magill, 1008 Ard Road, began by stating that he sat where the commissioners sit tonight when the plan was made for the city. It was not to be for continued PD-R5, 50-foot lot houses. He hopes that the commissioners will respect that as well as the people that have paid the city thousands of dollars in taxes through the years with minimal services to this area. We have spent hundreds of thousands of dollars for the properties, our homes, and in maintaining them. Not to have R-5, 50-foot lots built next to us. *(Mr. Magill then used his written response letter the commissioners as the basis for the rest of his comments. For that reason, most of the rest of his comments are not included here.)*

If the apartment section will truly be single family homes for sale then, that is different than apartments.

If you want to move up to a custom home in Seagoville, you can't because those types of homes are not available. So you have to leave the city.

Developers need to respect Seagoville. They also need to respect the existing neighboring owners and their properties. The neighbors are not asking for the development to be built to the straight R-1 standards. They do feel they should be the ones deciding what the city looks like, not the developers.

The garages that are talked about are useless when they are only 20-foot deep. A pickup truck or SUV can't be pulled in and the door closed because the vehicles as 18- to 19-foot long. So the garages become a 400 square foot storage area.

The property lends itself to a PD-R3.

Mr. Magill thanked the commission for letting him speak.

From the sign-in list to speak, the vice chairman asked Mr. Theodore Wojtowicz to come forward, introduce himself, provide his address, and then he could speak to the commission.

Mr. Theodore Wojtowicz, 688 Stark Road, introduce himself and lives close to the blue triangular area on the concept plan. This looks tiny houses next to houses that are on an acre or more. Postage stamp-sized lots with oversized houses where people won't be able to do anything on their own property. So the people will be in the street. There is garbage

collection, mail delivery, extra cars parked on the street. Mr. Wojtowicz turned to Mr. Atkins and asked what size the driveways would be. Mr. Atkins replied 24-feet. Mr. Wojtowicz asked wide or long? And what is the other direction – 11-feet? That is what most builders are putting in today, right? But they are calling it a 2-car driveway. The husband and wife both work so that is 2 cars. How do the kids have a car too? We have land here. Why are we wasting it on postage stamp baloney instead of having pride of ownership? Improvements come with a larger piece of land. You can't build onto a house that is built on a postage stamp. No pool in the back yard. No place to park a car in the backyard while working on it. Why do we need postage stamp lots in Texas? Where do you commissioners live? Do you live in something like that? That is not even a starter home. That's all he had to say.

From the sign-in list to speak, the vice chairman asked Bobbie Barlow to come forward, introduce herself, provide her address, and then she could speak to the commission.

Ms. Bobbie Barlow, 534 Aspendale Drive, first 2 gentlemen took some of her points. Her main concern, besides what has already been mentioned, is traffic. From both Highway 175 and Interstate 20, intersections are primarily 2- or 4-way stops signs. Traffic in mornings, evenings, and on weekends, you have to sit. People don't go through. She is surprised that there are not more wrecks. She is very concerned about that. We need traffic lights. Have traffic lights been looked at for the traffic that is coming? Her concern is everything they said. She lives in 1800 square foot house on 1.25-acres. And everything they said is what they are worried about. She thinks this should all be re-thought. She has worked for a lot of cities across the country doing what she (Planner Bonner) does, going from place to place. And it is a disaster. Haven't lived in their home for 30 something years to have it decimated by this type of housing. She agrees with everything they said. Go to a (R-)3. That will make Seagoville an absolute place to want to be. Thank you.

From the sign-in list to speak, the vice chairman asked Ms. Julia Tamayo to come forward, introduce herself, provide her address, and then she could speak to the commission.

Ms. Julia Tamayo, 2702 Prescott Lane, which is at the corner of the very bottom tip of the area that looks like a couple of mountains (on the concept plan). We have lived at this location for 30 years. They have an acre. It cost over \$30,000 to put a fence all the way around it just so that the developer could back up to their house with a 5-foot plank fence and a bunch of apartments. Thanks a lot Seagoville. That is all she had to say.

From the sign-in list to speak, the vice chairman asked Ms. Peggy Prescott Jenkins to come forward, introduce herself, provide her address, and then she could speak to the commission.

Mrs. Peggy Prescott Jenkins, 2903 Prescott Lane, and she agrees with everything that has been said about the housing. She strongly opposes any apartments. Prescott is not a very long street. She has had her mailbox knocked down by traffic. She has had mail stolen out of the box. She doesn't think any of this development will improve that situation. She strongly (opposes) the multi-family. She hopes the commission will listen to these people about the housing being built. We need more quality in Seagoville. We need to bring it up, not down.

From the sign-in list to speak, the vice chairman asked Ms. Charlotte Prescott to come forward, introduce herself, provide her address, and then she could speak to the

commission.

Mrs. Charlotte Prescott, 2907 Prescott Lane, thanked the commission for hearing her. She has lived there since 1964. She has seen everything change, and not for the better. There is too much traffic on that small street already. She has also had her mailbox run over by traffic. We don't need any more multi-family housing in that area. It will just create way, way too much traffic. She thinks this development will lower the property values of the existing properties. On Prescott, most of the homes are on acreage. And then to have multi-housing come in and go right next to them, she feels would definitely downgrade their properties. She thanked the commission for hearing her. She requests that the commission deny this.

From the sign-in list to speak, the vice chairman asked Mr. Coen Enright to come forward, introduce himself, provide his address, and then he could speak to the commission.

Mr. Coen Enright, 688 Stark Road, has lived at this address for 30-years across the street from this development on 5-acres. A lot of his concerns are related to traffic on Stark Road. He could provide tons of pictures of both traffic and the road is full of potholes. He stated that the traffic on Stark has probably tripled. His wife was rear-ended by a drunk driver at the stop sign on Stark Road at Seagoville Road, which he knows is in Dallas, not in Seagoville. The posted speed limit of 30 mph is not followed on the longer stretches nor is it enforced. He is very concerned about all the extra traffic that the high density is showing to be placed in this area. He worked on a lot of the land use studies in the City of Dallas. They have never been in favor of R-5 lots. The concept plan for the ... single family on single foot lots ... isn't showing anything with the 6-foot between houses. I don't think that even gives you access for fire because you just have the street with the garage door, and front door. If there is only 6-feet, there is not even room for the fire department or anyone else to access the backyard or side for fire (protection, fighting). Once an A/C unit is placed on the side of the house, it also leaves no room to get a lawnmower down the side of the house. He is definitely against 50-foot lots. He doesn't oppose PDs that most developers bring in. He is against the developers using the PD to downsizing of square footage area of the lots. "I have a little open space, so I want to go from this zoning to that zoning." He though Seagoville was going to hold their standard for this area to the R-1 lot size requirements since this is one of the last areas to still have that zoning. He is wanting to build a new house on his existing acreage, because he keeps having to downsize what he wants due to what the adjoining developments are doing with their lot sizes. Next door there is to be 300+ houses on 70 acres with 60-feet of frontages. Only 23 of those lots are in Seagoville, but the lot sizes keep getting downsized. He feels that this reduces the homes to not even starter homes by the time folks get into them. The density seems very, very high. He is totally against this. He originally thought these were low density zoning on most of these properties. But they are all getting downsized. And that is the way these areas are changing and so he is against it. He thanked the commission for a chance to speak.

From the sign-in list to speak, the vice chairman asked Mr. Nathan Timmerman to come forward, introduce himself, provide his address, and then he could speak to the commission.

Mr. Nathan Timmerman, 2801 Prescott Lane, moved with his wife to their home in 2003. They had bought 2 beautiful acres filled with large oak trees. They had moved from Grand Prairie where they had been in the DFW airport flight pattern. They came to Seagoville to enjoy some space - country living with the conveniences of a big city. They built their home on those 2 acres and have enjoyed being part of Seagoville. Most of their neighbors - the people here tonight - also have acreage. They live in big open spaces. And they want to

keep it that way. He thinks that most of the people are not opposed to growth. They understand growth is inevitable. But this type of growth is going to impact not just the property values but also the quality of life that attracted them to Seagoville to begin with. His concern is about infrastructure. He doesn't know how many have recently driven down Ard Road. It is impossible for two vehicles can't pass at the posted speed in some places. The pavement is narrow and there are deep ditches on both sides. It is a major safety hazard to go down Ard Road. And you want to take this current dead-end street, open it up, and push it through with all these new houses along it? What will happen to the existing portions of Ard Road? Is there any plans or proposals on the existing street? And not just the street. But also the water system. He had water main breaks in front of his house a year ago a couple days apart that were repaired, but the asphalt that was removed to make each of the repairs has not been replaced after a year. And there were 2 additional breaks in the water main along Prescott after that. Each area of missing asphalt continues to fall apart. He would like to know what the Council is doing – or proposing - to do for improving and the infrastructure in Seagoville. And what about the residents that already live in Seagoville? What is the Council doing to improve the quality of life that we came here to Seagoville to enjoy? He is also not clear on their concept of cottages and their market attraction. He would like to have that explained better so he can understand. And the type of clientele that would be the target for the cottages. Director Barr spoke up to say that that could be answered during the rebuttal. We need to keep the comment period moving. He thanked those present for serving and bringing quality of life to Seagoville. He concluded by thanking the commission for a chance to speak.

The vice chairman said that is everyone on the sign-in list.

From the audience, Ms. Bobbie Barlow stated she had short comment she would like to add. After trying to make it from her seat, she was asked to come to the microphone and speak so everyone could hear her. When she comes down Stark Road to go past Prescott Lane, they have been working farther down on Stark Road. Three times in the last 2 months, there have been large gravel trucks coming from the other direction in the curves of the road that have run her off the road. She has had the same problem on Prescott – being run off the road. That is a very deep concern, especially for people her age. Thank you.

After Mr. Atkins was asked by the vice chairman to come back to the podium to use his additional time, someone else from the floor stated they were not aware that there was a sign-in sheet and wanted to know if they could add some comments. After consulting with both Director Barr and Attorney Thomas, it was determined that those who had not spoken already would be allowed to add their name to the sign-in sheet and comment. Mr. Atkins would be allowed to return once everyone had had their chance to speak.

After adding his name to the sign-in list to speak, the vice chairman asked Mr. Brad Boruk to come forward, introduce himself, provide his address, and then he could speak to the commission.

Mr. Brad Boruk, 504 Stark Road, stated that he had some questions that he would like to have addressed. His understanding is that the property is still for sale. He doesn't think the people presenting here tonight own the property yet, is that right? So those presenting tonight just have the property tied up with a deposit and are here making a pitch to see if they can get this approved before they decide on completing the sale? It doesn't make any sense to him that all of the properties around this location are 1- to 2-acre lots, but these folks are trying to go to such small lots. Small lots are already happening across the street in

Dallas. The value of the properties is just going to kill them. I don't know the process and would like to have that explained. He thinks a big deposit was made on the property to see if they can get this passed. And the purchase will come later. And nothing being shown tonight is coming from a builder. It is a pitch coming from a developer. He would appreciate an explanation on the process.

Vice Chairman Grimes then asked if anyone else from the public would like to come forward.

Mrs. Betty Smith, 917 Jacobson Drive, is not in Seagoville and has been there since 1964 when they built their home. She comes to Seagoville to do all of her shopping and conduct all other business – Ace, Tractor Supply, Walmart, etc. I am firmly committed to everything that these guys have said. We need to make the lots bigger, better lots in Seagoville. And develop the whole town. Seagoville is here hometown. She and her husband each both worked for a home building company for multiple decades, so she understands the process of development - the planning, the committees, zero-lot lines, big houses, etc. Really need to consider making the lots larger, make them better. That is what brings in the money. That is what brings in the people. Instead of so many (not lower class) but lower income people that are dependent on welfare so can't even make their payments. Get some good schools built here in Seagoville. More businesses coming in. That is all she had to say. Then she thanked the commission for letting her speak.

Vice Chairman Grimes then asked if anyone else from the public would like to come forward.

Mrs. Cindy Timmerman, 2801 Prescott Lane, would like to know why they are not looking at things like what has been built along Interstate 20. Really nice homes. Really nice development. Right off the highway. Why wouldn't people want to come to something like that? Why not develop something that will improve our city? Instead of downgrading it? There has been a master plan to have this much R-1, this much R-3, this much R-5. Why all go to R-5? And not have any space. And downgrade the people who already live here. Why not go for something like is out on 20? Just right behind where this property is. And they are selling those lots and houses. \$350,000. \$600,000. Why not do something that will improve Seagoville and make us a shining star? Instead of making us a wet blanket. And the traffic. She has thought of all those things. 15 years ago a development came in down off Ard – Lauren Way and Maci Court. But when that came in, we neighbors fought it. We asked the City to hold the line for larger lots. And it was done at that time. But when the builder came in, drainage – in particular curbs and gutters - along Ard Road was not addressed. So today there are horrible open ditches with concrete culverts and gravel/large rock. It is embarrassing to her when folks come to visit their home and they have to drive passed those. When she walks, she can also see the ditches don't always contain the runoff after a rain. She has called to complain because this is the breeding ground for all of the mosquitoes in her neighborhood. But no one does anything about it. But you let the builder do substandard work. You let him do substandard things. You made him put in those ditches in. And those horrible ugly concrete culverts. You did not make him toe the line and do a good job. And for that, that is on you. And we are asking you today, to step up. To be men and women of honor. Do the right thing. Keep it at R-1. I have heard people say that R-3 is okay. She doesn't want R-3. She wants it held to R-1. Every time it just keeps going down and down. Be men and women of honor. Represent the people. She thanked the commission for their time.

Vice Chairman Grimes then asked if anyone else from the public would like to come forward. No one did.

The vice chairman asked Mr. Atkins to return to the podium to address the public comments.

Mr. Atkins began by stating that he understands the surrounding property owners' issues. Their preference is for what has been open space for over 40 years to remain that way. The reality of the world though is that eventually the property will develop. The real estate market dictates what is submitted for development, what is successful, school district location, etc. If the zoning is R-1 and had what he calls the volume custom builders on the site, generally the same product would be produced on the same property. The density of the units would be less dense, but the pricing would be same - or slightly higher - strictly because of the R-1 requirements. However, the demand for those types of dwellings is not in the market today in DFW. And Seagoville is one of the places where demand is beginning to grow. They think this application is a compliment to the area. The density allows for similar structures on smaller lots in exchange for more housing and more tax base. Traffic is usually resolved by the developer of the property, not the home builder. Farmers will be a 4-lane divided road connecting to the east and west and developer is obligated to build. Shannon from the north is extending to the south as another obligated larger street to build. Internal residential streets are obligated as well. Traffic will be resolved by the required traffic studies and the thoroughfare plan at the cost of the developer. The city doesn't participate in of the major requirements to be brought with a development. Single family homes and cottages are both going to have an average rough starting price of about \$300,000 in today's market. The Cottages are for those folks that want detached, single family residential on a platted lot with lower lifestyle maintenance of yard and building exterior. That is what the market is seeing in all parts of DFW with that type of product. They feel it is an added value to have something like that for this location like they have done for other sites.

Vice Chairman Grimes asked Mr. Atkins to answer the question about the land.

Mr. Atkins then stated that as all developers do, the land is placed under contract. Make a financial commitment. Money is spent to apply to the city and meet application standards. Time is usually defined in the contract how long a developer has for getting through the city's processes. Then the sale of the land is completed by the developer. He is sure that other folks have made offers on this particular piece of property with the understanding of what the market will support. This particular application is trying to provide options of opportunities and products in the marketplace.

Open space will be provided as provided in the concept plan. Home owners associations will be provided for each area of the development. The city is obligated to provide fire and police services, street maintenance, municipal water, and sanitary sewer. Schools are a separate issue. But the developer is obligated to install the streets, water, and sewer. In his mind, the lot size does not dictate home value. It is the market that does. He is asking for support from the P&Z on the request. He knows they can't make everyone happy. He would be happy to answer any questions.

Attorney Thomas asked if there would be one homeowners association for the entire development or two separate entities. Mr. Atkins replied Two, one for each area. Attorney Thomas asked for clarification on whether there would be a swimming pool at the amenity center. Mr. Atkins said there would be one at each amenity center. Attorney Thomas then asked about screening walls. Planner Bonner stated she typed information in the meeting packet that is not in Exhibit 7. Attorney Thomas asked where the walls would be located. Mr. Atkins replied that in the PD request they are asking to wrought iron fencing with

landscaping. Director Barr stated that code requires the information listed in the staff's recommended conditions of approval. Wrought iron fencing is allowed around detention areas, but a solid masonry screening wall is required along arterial roads like Stark. Attorney Thomas asked about the board-on-board fencing. Director Barr replied that is allowed along the perimeter areas that are not along a street. Attorney Thomas thanked him for his clarifications.

There were comments and questions from the audience. Attorney Thomas responded by stating that the period for comments from the public had passed.

Vice Chairman Grimes closed the public hearing at 8:01 pm.

Most of the audience rose to leave the room. After asking for quiet, Attorney Thomas recommended that the commission take a break while the room cleared. Vice Chairman Grimes placed the commission in recess until order and quiet could be restored.

At 8:06 p.m. the meeting was called back into order.

Vice Chairman Grimes asked if any of other commissioners had questions or felt a need for any additional discussion. There were none.

Commissioner Lemond moved to recommend to City Council to approve with staff's recommended conditions of approval the zoning change request from R-1, Residential Single Family, to PD-21-04 (planned development for single family and multi-family uses), on approximately 145+ acres of Tract 3 in the Herman Heider Abstract 541, being commonly referred to as 100 Stark Road, Seagoville, Dallas County, Texas. The motion was seconded by Commissioner Haney. By a show of hands and voice vote, the motion passed unanimously (four to zero) in favor of the motion to approve the request.

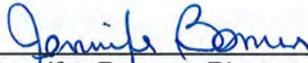
ANNOUNCEMENTS & UPCOMING MEETINGS: Planner Bonner read the list of upcoming city meetings and provided updates on which meetings are likely to be re-scheduled or cancelled.

Vice Chairman Grimes adjourned the meeting at 8:08 pm.

APPROVED:

~~David Grimes~~ Tommy Lemond
Planning & Zoning Commission
~~Vice Chairman~~ and Acting Chairman

ATTEST:



Jennifer Bonner, Planner and
Planning & Zoning Commission Liaison

Lakes of Serenity

Owner: W Land Development

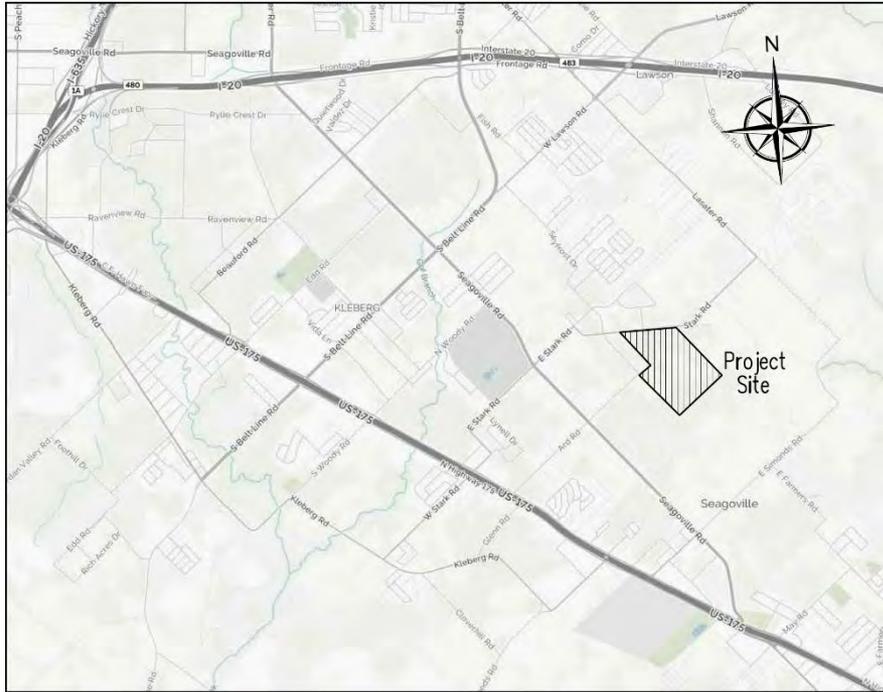
Consultant: KPA, Pat Atkins

Seagoville, Texas

February, 2024

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- I. LOCATION
- II. AERIAL OF SITE
- III. PROJECT SUMMARY
- IV. DETAILED DEVELOPMENT PLAN
- V. BUILDING ARCHITECTURAL STANDARDS
- VI. AMENITIES
- VI. PERIMETER SCREENING
- VII. LANDSCAPE DETAILS



I. LOCATION



II. AERIAL OF SITE

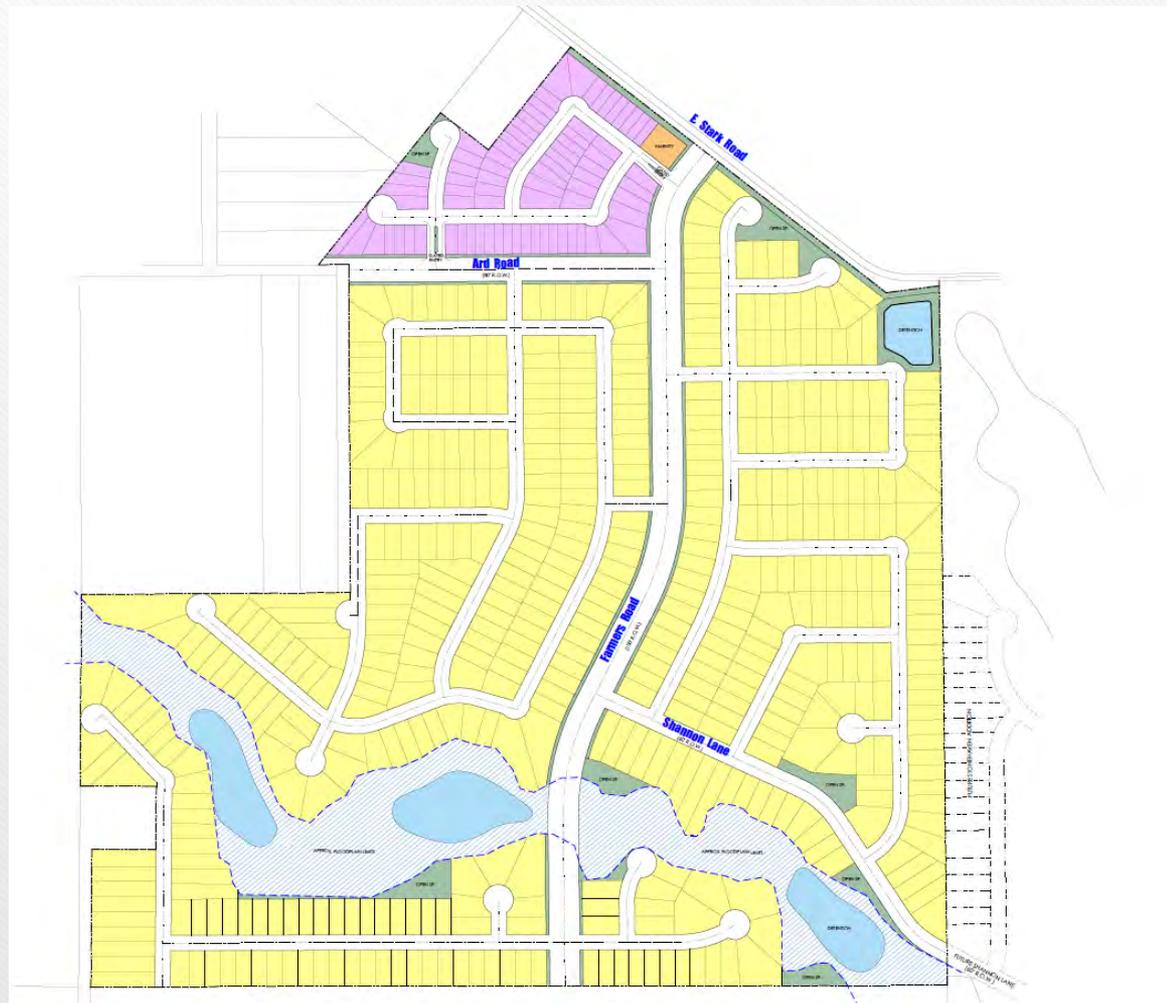
III. PROJECT SUMMARY

- The property consists of 145.75. acres of land adjacent to future Stark Road a 80' major thoroughfare. Also a major 100' thoroughfare Farmers Road runs north south that the Developer will be required to construct
- Our southern border is adjacent to existing 100' TPL ROW and PD zoning Charlotte Taylor Property that is adjacent to.
- Our western and eastern boundary is adjacent to existing 1972 , residential construction.
- Our construction will range from \$275k to \$350k. The homes will be marketed towards young families, young professionals and empty nesters. As noted, our new sales will be higher in value than the surrounding properties as noted above, creating an additional 159 million dollars to the City of Seagoville tax base. There will be a Master H.O. A. required within the development .We are excited to bring this upscale residential to this area. A 10' Landscape / Hardscape Buffer will be implemented along Farmers and Stark Rd., North South Road adjacent to and thru our development.

III. PROJECT SUMMARY, cont.

- The guidelines set forth in the City of Seagoville Comprehensive Plan and creation of an exclusive high-end residential neighborhood.
- The Comprehensive Design Requirements dictate encouragement of open space throughout the residential neighborhood quadrants.
- Lakes of Serenity identity monumentation which will be constructed at the entry points of Stark Road and Farmers Road, which we feel our plan and home creation has exceeded The City of Seagoville's expectations.

IV. DETAILED DEVELOPMENT PLAN



V. BUILDING ARCHITECTURAL STANDARDS



Sample Elevations: Cottages



Sample Elevations: Cottages



Sample Elevations: Cottages



Sample Elevations: Single Family on 50' lots



Sample Elevations: Sine Family on 50' lots

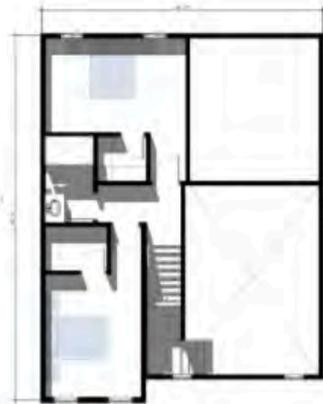


Sample Elevations: Single Family on 50' lots



Sample Elevations: Single Family on 50' lots

Plan 1



4 Prelim - 2nd Floor UNIT 2



3 UNIT 1.

Plan 2



2 UNIT 2.
14' x 14'



MARKET RELEVANT DESIGN

- Farmhouse style wood design laminate
- Trendy color packages
- Time-tested quality materials throughout



- Tile backsplashes
- Granite countertops
- Stainless appliances
- 2 car garages





VI. AMENITIES













TO: Mayor and City Council

FROM: Victoria Thomas, City Attorney

DATE: February 5, 2024

ITEM: 21

FIRST READING: Discuss and consider a Resolution approving the economic development project between the Seagoville Economic Development Corporation and Simonds Partners LLC as reflected in the terms and conditions of an option agreement and an economic development incentive agreement between the parties.

INTRODUCTION

The purpose of this item is to approve an economic development project.

BACKGROUND

The SEDC has negotiated and intends to undertake a project which will result in the creation of new jobs, and which will promote new and expanded business enterprises within the City with Simonds Partners LLC under the terms and conditions set forth in an Option Agreement and Economic Development Incentive Agreement.

FINANCIAL IMPACT

The Option Agreement and the Incentive Agreement will grant Simonds Partners a five-year option (with a possible three-year extension) for purchase and development of all or a part of the Property for certain specified uses and will provide an incentive at the closing of such purchase(s) in the form of a Purchase Grant with the maximum Purchase Grant if the whole property is sold and developed to be \$430,000.00 and the Purchase Grant to be a pro-rata share thereof for purchase and development of any portion of the Property, with the total Purchase Grant not to exceed \$430,000.00.

The Incentive Agreement will further grant Simonds Partners a \$100,000.00 "Cracker Barrel Grant" if all or a portion of the Property is purchased and developed as a Cracker Barrel Country Store, Inc. (doing business as Cracker Barrel) restaurant and store and said store has been issued a certificate of occupancy by the City and is opened and operating, serving the public of the City of Seagoville.



TO: Mayor and City Council
FROM: Todd Gilcrease, Fire Chief
DATE: February 5, 2024
ITEM: 22
DESCRIPTION: Discuss and consider a Resolution ratifying an emergency purchase and authorizing the City Manager to make payment to Municipal Emergency Services in an amount not to exceed eighty-six thousand five hundred seventy-three dollars and fifty-three cents (\$86,573.53); and execute any necessary documents.

INTRODUCTION

The cascade system is critical to firefighter safety. The cascade system provides clean air that is used to fill firefighter self-contained breathing apparatus (SCBA).

BACKGROUND

The current cascade system was purchased in 1993 and has provided the Fire Department with SCBA refill service for the past 30 plus years. Recently the cascade system failed and our efforts to repair the old system have been delayed. We are seeking emergency funding to replace the 1993 cascade system with a new 2024 system. The City Manager has authorized this purchase on an emergency basis, pending approval of the City Council. Funding for the new cascade system will come from the General Fund Reserves, with a budget amendment in the mid-year (April) budget process.

FINANCIAL IMPACT

Funding for the new cascade system of \$86,573.53 will come from the General Fund Reserves, with a budget amendment in the mid-year (April) budget process.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Resolution
2. Quote

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS RATIFYING AN EMERGENCY PURCHASE AND AUTHORIZING THE CITY MANAGER TO MAKE PAYMENT TO MUNICIPAL EMERGENCY SERVICES IN AN AMOUNT NOT TO EXCEED EIGHTY-SIX THOUSAND FIVE HUNDRED SEVENTY-THREE DOLLARS AND FIFTY-THREE CENTS (\$86,573.53); AND EXECUTE ANY AND ALL DOCUMENTS NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the current cascade system failed and is critical to firefighter safety; and

WHEREAS, the immediate procurement of goods and services related to the replacement of the cascade system is necessary for (i) the preservation of the public health and safety of the City's residents and (ii) the repair of unforeseen damage to public machinery, equipment, or other property, and pursuant to Texas Local Government Code sections 252.022(a)(2) and (3) such procurement shall be exempt from the bidding requirements set forth in Chapter 252 of the Texas Local Government Code; and

WHEREAS, in this emergency situation, city staff contacted Municipal Emergency Services to supply and install a new cascade system; and

WHEREAS Municipal Emergency Services has submitted their quote for the cascade system in the amount of eighty-six thousand five hundred seventy-three dollars and fifty-three cents (\$86,573.53) and the City Manager has approved the purchase; and

WHEREAS, the City Council finds it to be in the public interest to approve and ratify the purchase of the new cascade system ;

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

SECTION 1. An emergency exists under Texas Local Government Code section 252.022(a)(2) and (3) with regard to urgent need for immediate replacement of the City's cascade system which is critical to firefighter safety.

SECTION 2. The emergency purchase and installation of a new cascade system from Municipal Emergency Services, at a purchase price not to exceed \$86,573.53 is hereby approved and ratified and the City Manager is authorized to sign any necessary and related documents and to disburse payment therefor from current funds available for such purpose.

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 5th day of February, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
4890-9766-7490, v. 1



(877) 637-3473

Quote

Quote # QT1757333
 Date 01/25/2024
 Expires 02/25/2024
 Sales Rep Cousins, Grant
 PO # Station 2 System
 Shipping Method Freight Fee
 Customer SEAGOVILLE FIRE DEPT (TX)
 Customer # C206374

Bill To

Marcus Allen
 SEAGOVILLE FIRE DEPT
 1717 N. Hwy 175
 Seagoville TX 75159
 United States

Ship To

Marcus Allen
 SEAGOVILLE FIRE DEPT
 1717 N. Hwy. 175
 Seagoville TX 75159
 United States

Alt. Item #	Units	Description	QTY	Unit Price	Amount
RSF-3322A401		RevolveairWAttachedStorage, StationaryWAutoCascade, 4 bank auto cascade with attached storage, CGA Adapter	1	\$23,701.67	\$23,701.67
RSC-05030101		7000 psi 5 Stage Compressor 20 Horsepower, 208-230 Volt/ 3 Phase/ 60Hz, Basic, English	1	\$48,373.15	\$48,373.15
RHP586C 6000		UN 6000 cylinder with CGA 702-25SE Valve installed Color Mapp Yellow Revolve Air Systems Custom Collar Ring with Fittings kit	4	\$2,373.23	\$9,492.92
RSS-00A40000		No Rack, 4 Bank Auto Cascade, No HP Storage Hoses Needed, None	1	\$555.79	\$555.79
Compressor Install		Site survey, install, operate, leak test, train & perform air sample with written report.	1	\$2,750.00	\$2,750.00

Lt. Marcus Allen
 mallen@seagoville.us

Subtotal \$84,873.53
Shipping Cost \$1,700.00
Tax Total \$0.00
Total \$86,573.53

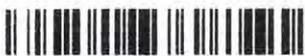
****THIS IS AN ESTIMATE ONLY***

A site survey must be completed by MES before part numbers can be confirmed and a firm price given, or any order placed.

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1757333



TO: Mayor and City Council

FROM: Chris Ryan, Director of Public Works

DATE: February 5, 2024

ITEM: 23

DESCRIPTION: Discuss and consider a Resolution authorizing the City Manager to engage C&M Concrete for a new concrete sidewalk on the 3100 block of Highland Meadows Drive in an amount not to exceed nineteen thousand eight hundred twelve dollars and fifty cents (\$19,812.50); authorizing the City Manager to execute an agreement and any necessary documents.

INTRODUCTION

The purpose of this item is to engage C&M concrete for a new sidewalk on the 3100 block of Highland Meadows Drive.

BACKGROUND

On April 21, 2014, City Council approved a Resolution to enter into a Master Interlocal Purchasing Agreement between the City of Seagoville and the City of Lancaster. The City of Lancaster acted as a purchasing agent for the purchase of various goods and services through the competitive bidding process. The City of Lancaster and C&M Concrete have previously entered into an agreement for C&M Concrete to provide repairs, which agreement provides that other government entities may participate in the agreement under all terms, conditions, specifications, and pricing as set forth in that agreement.

The City of Seagoville desires to enter into an agreement with C&M Concrete under the Cooperative Purchase Agreement for a new sidewalk on the 3100 block of Highland Meadows Drive. C&M Concrete has submitted a quote for the work in the amount of \$19,812.50 as reflected on estimate submitted by C&M Concrete under the Cooperative Purchase Agreement.

FINANCIAL IMPACT

FY2024 street budget.

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Resolution
2. C&M Concrete Estimate

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE CITY MANAGER TO ENGAGE C&M CONCRETE FOR A NEW CONCRETE SIDEWALK ON THE 3100 BLOCK OF HIGHLAND MEADOWS DRIVE IN AN AMOUNT NOT TO EXCEED NINE-TEEN THOUSAND EIGHT HUNDRED TWELVE DOLLARS AND FIFTY CENTS (\$19,812.50); AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT AND ANY DOCUMENTS NECESSARY FOR THE WORK TO BE PERFORMED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville and the City of Lancaster entered into a Master Interlocal Purchasing Agreement approved by the City Council of the City of Seagoville on April 21, 2014, under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code, under which the City of Lancaster acted as purchasing agent for the purchase of various goods and services through the competitive bidding process, attached hereto and incorporated herein as Exhibit "A", and

WHEREAS, the City of Seagoville desires to enter into an agreement with C&M Concrete under the Cooperative Purchase Agreement for concrete installation of new sidewalk on the 3100 block of Highland Meadows Drive as reflected on estimate submitted by C&M Concrete under the Cooperative Purchase Agreement, copies of which are attached hereto as Exhibits "B" in the total amount of \$19,812.50; and

WHEREAS, funding is available in the FY 2024 Street Maintenance Program budget; and

WHEREAS, the City Council for the City of Seagoville, Texas has reviewed the estimates and has determined it to be in the best interest of the City to authorize the City Manager to execute any documents necessary to authorize C&M Concrete to provide concrete sidewalk installation on the east side of Highland Meadows.

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

SECTION 1. Purchase and installation of a concrete sidewalk on the 3100 block of Highland Meadows Drive as reflected on the estimate attached hereto and incorporated herein by this reference as Exhibit "A" from C&M Concrete for a purchase price not to exceed \$19,812.50 is hereby approved and the City Manager is hereby authorized to execute any agreement or

documents necessary for the work to be performed and to disburse funds in payment therefor.

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 5th day of February, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
4879-7418-4098, v. 1

EXHIBIT A
C&S Concrete Quote

[to be attached]

4879-7418-4098, v. 1



C&M Concrete Contracting

362 Linkview Dr
Duncanville, TX 75137

Estimate

Date	Estimate #
10/11/2023	DE-4826

Name / Address
Reness Plunkett City of Seagoville - Reness Plunkett 702 US-175 Frontage Road Seagoville, Texas 75159

Ship To
Highland Meadows Sidewalk East side

P.O. No.	Project

Description	Qty	Rate	Total
317' x 5' x 4" = 1,585 sq'	1,585	12.50	19,812.50
Total			\$19,812.50

Phone #
9729654781

E-mail
chris@concretepaving.net



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: February 5, 2024
ITEM: 24
DESCRIPTION: Discuss and consider a Resolution approving and ratifying emergency concrete repairs to Seagoville Road and authorizing the City Manager to make payment to C&M Concrete in an amount not to exceed sixty-nine thousand nine hundred sixty dollars and zero cents (\$69,960.00); and execute any necessary documents.

INTRODUCTION

The purpose of this item is to ratifying emergency repairs to the 2400 block of Seagoville Road.

BACKGROUND

In December of 2023 staff received a call about a unsafe road way in the 2400 block of Seagoville Road, creating the necessity for emergency repairs to be performed immediately. Staff contacted C&M Concrete, to perform the emergency repairs. C&M Concrete., has submitted their invoice for the work performed in the amount \$69,960.00. This will authorize the City Manager to make payment to C&M Concrete in an amount not to exceed \$69,960.00.

FINANCIAL IMPACT

FY2024 Street budget.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Resolution
2. C&M Concrete Estimate

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AND RATIFYING EMERGENCY CONCRETE REPAIRS TO SEAGOVILLE ROAD AND AUTHORIZING THE CITY MANAGER TO MAKE PAYMENT TO C&M CONCRETE IN AN AMOUNT NOT TO EXCEED SIXTY-NINE THOUSAND NINE HUNDRED SIXTY DOLLARS AND NO CENTS (\$69,960.00); AND EXECUTE ANY AND ALL DOCUMENTS NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the street pavement in the 2400 block of Seagoville Road recently became unsafe creating the necessity for emergency repairs to be performed immediately; and

WHEREAS, the immediate procurement of goods and services related to the street pavement repair is necessary for the preservation of the public health and safety of the City's residents and the repair of unforeseen damage to public property and pursuant to Texas Local Government Code section 252.022(a)(2) and (3) such procurement shall be exempt from the bidding requirements set forth in Chapter 252 of the Texas Local Government Code; and

WHEREAS City staff contacted C&M Concrete to perform the necessary emergency repairs to the storm drain; and

WHEREAS C&M Concrete has submitted their invoice for the work performed in the amount of Sixty-Nine Thousand Nine Hundred Sixty Dollars and no Cents (\$69,960.00); and

WHEREAS, the City Council finds that an emergency situation existed necessitating the street pavement repair for the preservation of the public health and safety of the City's residents and for the repair of unforeseen damage to public property by C&M Concrete for a price of \$69,960.00;

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

SECTION 1. An emergency exists under Texas Local Government Code section 252.0223(a)(2) and (3) with regard to the urgent need for immediate street pavement repair in the 2400 block of Seagoville Road.

SECTION 2. The emergency repair of the street pavement in the 2400 block of Seagoville Road, at a total price of \$69,9960.00, by C&M Concrete in accordance with the price quote attached hereto and incorporated herein by this reference as Exhibit "A," is hereby approved and ratified and the City Manager is authorized to sign any necessary and related documents and to disburse payment therefor from current funds available for such purpose.

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 56th day of February, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
4871-0786-3714, v. 1

EXHIBIT A
C&M Concrete Price Quote 2400 Block Seagoville Road repair

[to be attached]

4871-0786-3714, v. 1



C&M Concrete Contracting

362 Linkview Dr
Duncanville, TX 75137

Estimate

Date	Estimate #
12/11/2023	DE-4840

Name / Address
Reness Plunkett City of Seagoville - Reness Plunkett 702 US-175 Frontage Road Seagoville, Texas 75159

Ship To
Seagoville road

P.O. No.	Project

Description	Qty	Rate	Total
220' x 12' x 8" street = 293 sqy	293	220.00	64,460.00
220 lf curb	220	25.00	5,500.00
Total			\$69,960.00

Phone #
9729654781

E-mail
chris@concretepaving.net



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: February 5, 2024
ITEM: 25
DESCRIPTION: Discuss and consider a Resolution approving and ratifying emergency repairs of partially collapsed storm drains at 825 Dakota Lane and at the 700 block of east Simonds Road; and authorizing the City Manager to make payment to C&M Concrete in an amount not to exceed eighteen thousand nine hundred fifty dollars and zero cents (\$18,950.00); and execute any necessary documents.

INTRODUCTION

The purpose of this item is to ratify emergency repairs of partially collapsed storm drains at 825 Dakota lane and at the 700 block of East Simonds Road.

BACKGROUND

In December of 2023 staff received a call about collapsed storm at 825 Dakota lane and at the 700 block of East Simonds Road, creating the necessity for emergency repairs to be performed immediately. Staff contacted C&M Concrete, to perform the emergency repairs. C&M Concrete., has submitted their invoice for the work performed in the amount \$18,950.00. This will authorize the City Manager to make payment to C&M Concrete in an amount not to exceed \$18,950.00.

FINANCIAL IMPACT

FY2024 Stormwater budget.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Resolution
2. Estimate – Dakota
3. Estimate – Simonds

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AND RATIFYING EMERGENCY REPAIRS OF PARTIALLY COLLAPSED STORM DRAINS AT 825 DAKOTA LANE AND AT THE 700 BLOCK OF EAST SIMONDS ROAD; AUTHORIZING THE CITY MANAGER TO MAKE PAYMENT TO C&M CONCRETE IN AN AMOUNT NOT TO EXCEED EIGHTEEN THOUSAND NINE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$18,950.00); AND EXECUTE ANY AND ALL DOCUMENTS NECESSARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the storm drains at 825 Dakota lane and at the 700 block of East Simonds Road unexpectedly partially collapsed, creating the necessity for emergency repairs to be performed immediately; and

WHEREAS, the immediate procurement of goods and services related to the repair of the partially collapsed storm drains is necessary for the preservation of the public health and safety of the City's residents and the repair of unforeseen damage to public property and pursuant to Texas Local Government Code section 252.022(a)(2) and (3) such procurement shall be exempt from the bidding requirements set forth in Chapter 252 of the Texas Local Government Code; and

WHEREAS, City staff contacted C&M Concrete to perform the necessary emergency repairs of the storm drain; and

WHEREAS C&M Concrete has submitted their invoice for the work performed in the amount of eighteen thousand nine hundred fifty dollars and zero cents (\$18,950.00); and

WHEREAS, the City Council finds that an emergency situation existed necessitating the immediate repair of the partially collapsed storm drains at 825 Dakota Lane and at the 700 block of East Simonds Road for the preservation of the public health and safety of the City's residents and for the repair of unforeseen damage to public property by C&M Concrete for a price of \$18,950.00;

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

SECTION 1. An emergency exists under Texas Local Government Code section 252.0223(a)(2) and (3) with regard to the urgent need for immediate repair of the partially collapsed storm drains at 825 Dakota Lane and at the 700 block of East Simonds Road.

SECTION 2. The emergency repair of the partially collapsed storm drains at 825 Dakota Lane and at the 700 block of East Simonds Road, at a total price of \$18,950.00, by C&M Concrete in accordance with the invoice attached hereto and incorporated herein by this reference as Exhibit

“A,” is hereby approved and ratified and the City Manager is authorized to sign any necessary and related documents and to disburse payment therefor from current funds available for such purpose.

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 56th day of February, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

EXHIBIT A

Invoice of C&M Concrete Storm Drain Repair (\$18,950.00)

[to be attached]

4872-8848-1186, v. 1



C&M Concrete Contracting

362 Linkview Dr
Duncanville, TX 75137

Estimate

Date	Estimate #
12/11/2023	DE-4841

Name / Address
Reness Plunkett City of Seagoville - Reness Plunkett 702 US-175 Frontage Road Seagoville, Texas 75159

Ship To
Simmonds road wash out

P.O. No.	Project

Description	Qty	Rate	Total
place 20 yards flowable fill concrete in ditch up to road to stop road erosion	1	6,200.00	6,200.00
Total			\$6,200.00

Phone #
9729654781

E-mail
chris@concretepaving.net



C&M Concrete Contracting

362 Linkview Dr
Duncanville, TX 75137

Estimate

Date	Estimate #
12/11/2023	DE-4839

Name / Address
Reness Plunkett City of Seagoville - Reness Plunkett 702 US-175 Frontage Road Seagoville, Texas 75159

Ship To
825 Dakota headwall &wing walls

P.O. No.	Project

Description	Qty	Rate	Total
15 lf head and wingwalls 6' tall 6" thick City provide back fill soil	15	850.00 0.00	12,750.00 0.00
Total			\$12,750.00

Phone #
9729654781

E-mail
chris@concretepaving.net



TO: Mayor and City Council
FROM: Pat Stallings, City Manager
DATE: February 5, 2024
ITEM: 26
DESCRIPTION: Discuss and consider a Resolution approving and ratifying a funding agreement with the Seagoville Economic Development Corporation by which the corporation will provide funding in the amount of one hundred two thousand, nine hundred sixty dollars (\$102,960.00) for design, construction, and installation of double pickle ball courts at C.O. Bruce ("Central") Park; authorizing the City Manager to execute the funding agreement.

INTRODUCTION

The purpose of this item is to approve a funding agreement for pickle ball courts.

BACKGROUND

The Seagoville Economic Development Corporation has agreed provide funding for the design, construction and installation of a double pickle ball courts at Bruce Park in the City which will improve the quality of life offered in the City.

The Funding Agreement providing the requested project funding will, through its quality-of-life improvement, will promote and retain new and expanded business enterprises within the City.

FINANCIAL IMPACT

\$102,960.00

RECOMMENDATION

The Seagoville Economic Development Corporation is recommending approval of the project.

ATTACHMENTS

1. Resolution
2. Exhibit A – Funding Agreement
3. CourTex Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGOVILLE, TEXAS, APPROVING A FUNDING AGREEMENT WITH THE SEGOVILLE ECONOMIC DEVELOPMENT CORPORATION BY WHICH THE CORPORATION WILL PROVIDE FUNDING IN THE AMOUNT OF ONE HUNDRED TWO THOUSAND, NINE HUNDRED SIXTY DOLLARS (\$102,960.00) FOR DESIGN, CONSTRUCTION, AND INSTALLATION OF DOUBLE PICKLE BALL COURTS AT C.O. BRUCE (“CENTRAL”) PARK IN THE CITY OF SEGOVILLE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FUNDING AGREEMENT; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to install double pickle ball courts in Bruce Park in the City (the “Project”); and

WHEREAS, the Seagoville Economic Development Corporation (“SEDC”) has agreed to provide funding for the Project in the amount of \$102,960.00 on the terms set forth in the attached Funding Agreement; and

WHEREAS, the City has determined that entering into the Funding Agreement with the SEDC will further the objectives of the City and will be in the best interest of City, it’s citizens, and local businesses;

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

Section 1: The City Council hereby approves the funding agreement, attached hereto and incorporated herein by this reference as Exhibit A, between the City of Seagoville and the Seagoville Economic Development Corporation for the funding of the Project identified in that Funding Agreement related to design, construction and installation of double pickle ball courts at Bruce Park in the City, in a one-time lump sum payment of \$102,900.00.

Section 2: The City Manager is hereby authorized to execute said funding agreement, which is attached hereto as Exhibit A and to accept and expend the funds provided by SEDC in the manner required by the Funding Agreement.,

Section 3: Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

Section 4: Should any part of this resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

Section 5: This resolution shall take effect immediately from and after its passage.

DULY PASSED and approved by the City Council of the City of Seagoville, Texas, on this the _____ day of _____, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
4865-4179-1646, v. 1

EXHIBIT A
[Funding Agreement]

4865-4179-1646, v. 1

STATE OF TEXAS §
 §
 §
COUNTY OF DALLAS §

PROJECT FUNDING AGREEMENT

This Project Funding Agreement (“Agreement”) is made by and between the Seagoville Economic Development Corporation (“SEDC”) and City of Seagoville, Texas (“City”) (collectively the “Parties” or singularly a “Party”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, City has requested SEDC provide funding to the City for the Project (hereinafter defined) ; and

WHEREAS, the Development Corporation Act, Chapters 501-505, Texas Local Government Code (the “Act”), authorizes SEDC to undertake Type A and Type B eligible projects under the Act and to expend funds and grant funds for public parks, and park facilities, open space improvements, exhibition facilities, tourism and entertainment facilities, and related restaurant facilities, other improvements or expenditures that promote new or expanded business enterprises, certain infrastructure necessary to promote or develop new or expanded business enterprises, and for the retention or creation of primary jobs, as those terms are defined by the Act; and

WHEREAS, SEDC has determined that the Funding (hereinafter defined) for the Project to be made hereunder is required or suitable to promote or develop, public parks and park facilities, open space improvements and constitutes a “project”, as that term is defined in the Act and will further the objectives of SEDC, will benefit the City and the City’s inhabitants; and

WHEREAS, SEDC desires to assist the City in providing quality enhancements for the City’s parks and park facilities as described in Exhibit “A” (the “Project”); and

WHEREAS, SEDC has determined that entering into this Agreement with the City will further the objectives of SEDC and will improve the ability of the City to promote or develop new or expanded business enterprises;

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

**ARTICLE I
DEFINITIONS**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

“SEDC” shall mean the Seagoville Economic Development Corporation, a Type B sales tax corporation.

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

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

“Expiration Date” means the date the Parties have fully satisfied their respective obligations herein.

“Funding” shall mean the payment of funds to City for the Project in an amount not to exceed ONE HUNDRED TWO THOUSAND, NINE HUNDRED SIXTY AND NO/100 DOLLARS (\$) to be paid as set forth herein.

“Project” shall mean the project described in Exhibit “A”.

ARTICLE II TERM

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

ARTICLE III PROJECT FUNDING

3.1 Funding.

(a) Subject to the continued satisfaction of all the terms and conditions of this Agreement by City, including the obligation of City to repay the Funding pursuant to Article V hereof, SEDC agrees to provide City with the Funding to be paid within thirty (30) days after the Effective Date. City agrees that the Funding shall exclusively be used for expenditures for the Project.

(b) Repayment of Funding. City shall repay the Funding to SEDC if City elects not to proceed with the Project. City shall repay the Funding within thirty (30) days after City determines not to proceed with the Project. Any amount of the Funding not expended by City after completion of the Project shall be repaid by City to SEDC within thirty (30) days after completion of the Project.

3.2 Grant Limitations. SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by City. None of the obligations of SEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3.3 Current Revenue. Under no circumstances shall the obligations of SEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. The Funding made hereunder shall be paid solely from lawfully available funds. Consequently, notwithstanding any other provision of this Agreement, SEDC shall have no obligation or liability to provide the Funding except as allowed by law.

ARTICLE IV CONDITIONS TO PROJECT FUNDS

The obligation of SEDC to provide the Project Funding to City shall be conditioned upon the compliance and satisfaction by City of the terms and conditions of this Agreement and each of the conditions set forth in this Article IV, provided, that failure to meet a condition shall not prevent the payment of the Funding prior to the specified deadline for satisfaction of the condition:

4.1 Good Standing. City shall not have an uncured breach or default of this Agreement.

ARTICLE V TERMINATION; REPAYMENT

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

(a) By written agreement of the Parties;

- (b) On the date of termination set forth in written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; provided however if the breach may not be cured within such 30-day period the breaching Party shall have an additional sixty (60) days to cure such breach; or
- (c) On the date of termination set forth in written notice by either Party, if any subsequent Federal or State legislation or any final, non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal, or unenforceable.

5.2 In the event the Agreement is terminated by SEDC prior to the Expiration Date pursuant to Section 5.1(b), the City shall immediately pay to SEDC any amounts paid to the City by SEDC pursuant to Section 3.1 herein. This Section 5.2 shall survive termination of this agreement to the extent necessary for SEDC to collect repayment from the Recipient.

**ARTICLE VI
MISCELLANEOUS**

6.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns of the respective Parties. This Agreement may not be assigned without the prior written consent of SEDC.

6.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that the City, in satisfying the conditions of this Agreement, has acted independently, and SEDC assumes no responsibilities or liabilities to third Parties in connection with these actions.

6.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement. The City represents and warrants to SEDC that the City is a duly formed, validly existing Texas City in good standing under the laws of the State of Texas and is authorized to transact business in the State of Texas.

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

If intended for SEDC, to:

Jose Hernandez, Chairman
Seagoville Economic Development
Corporation
702 N. US 175 Frontage Rd.
Seagoville, Texas 75159

With a copy to:

Victoria W. Thomas
Nichols | Jackson, L.L.P.
500 North Akard
1800 Ross Tower
Dallas, Texas 75201

If intended for the City, to:

Patrick Stallings, City Manager
City of Seagoville
702 N. US 175 Frontage Rd.
Seagoville, Texas 75159

6.5 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement, except as provided in any Exhibits attached hereto.

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

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

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

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

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

6.11 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for the purposes wherever reference is made to the same.

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

6.13 Employment of Undocumented Workers. During the term of this Agreement the City agrees not to knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), the City shall repay the amount of the Grants and any other funds received by the City from SEDC as of the date of such violation within 120 business days after the date the City is notified by SEDC of such violation, plus interest at the rate of 6% compounded annually from the date of violation until paid. The City is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of the City or by a person with whom the City contracts.

[Signature Page to Follow]

EXECUTED this ____ day of _____, 2024.

SEAGOVILLE COMMUNITY DEVELOPMENT CORPORATION

By: _____
Jose Hernandez, Chairman

APPROVED AS TO FORM:

By: _____
Victoria W. Thomas, General Counsel

EXECUTED this ____ day of _____, 2024

CITY OF SEAGOVILLE, TEXAS

By: _____
Patrick Stallings, City Manager

ATTEST:

By: _____
Sara Egan, City Secretary

EXHIBIT "A"

4878-6719-1454, v. 1



PHONE: 512-461-0519

Friday, December 15, 2023

BuyBoard #641-21

Brent Poss

Justin Wilkerson

1801 North Hwy 175, Seagoville, Texas, 75159

(469) 247-4249

jwilkerson@seagoville.us

To Whom It May Concern:

CourTex Construction, Inc. is a registered and certified installer of the California Products, Plexipave Tennis Court Surfacing Systems, Acrytech, SportsMasters Sports Surfacing Systems, and offers this proposal for the court construction:

- * All prices quoted below are based on water and electric provided by customer;
- * Irrigation left on around court leading to damaged paint during installation will lead to extra costs;
- * **HOA approval, Septic Location, Utility Location, Call to Dig Markings, City Permits, Building Lines, Easements, etc. are all RESPONSIBILITY OF OWNER;**

Description of work included in proposal: 60'x60' Double Pickleball

Installation as specified above:

- Design/Build a using a post-tension concrete foundation;
- Site pad will be clear, compacted, and sloped to 1% prior to arrival of CCIInc at owner's expense;
- On Cut/Fill Jobs Only. *Retaining walls may require additional landscaping drainage or backfilling. CCIInc. Can offer these services at additional expense;*
- *Cost does not include rock hammering, if rock is encountered immediately and the customer wants a deeper cut, then change orders on a cost/plus basis will be negotiated;*
- *Engineered foundation plans are available upon additional costs;*
- *Hairline cracks are to be expected, even in new construction courts;*
- **Concrete must cure for a minimum of 30-60 days prior to acrylic surfacing;**
- Prepare courts surface for new court surfacing by high pressure power washing the court surface, removing mold, loose aggregate, and identifying low areas;

- Repair surface cracks by grinding, cleaning crack, and patching crack with specially formulated court crack repair compound (Cracks Will Return, Some Overnight); (CUSTOMER INITIAL HERE);
- Acid Etch and Ti-Coat New Concrete Surface;
- Address low areas, if any, with Court Patch Binder up to ¼ inch but cannot guarantee correction of any existing drainage issues (CUSTOMER INITIAL HERE);
- Apply Acrylic Resurfacer to any patches;
- Apply (1 coats) Acrylic Resurfacer to entire court, block sanding between each coat, to address any imperfections in surface and insure a secure seal and smooth surface;
- Apply (2 coats) standard color surfacing;
- Stripe court in standard striping for pickleball sport;
- **Install 160 linear feet of 10' black vinyl chain link fencing and 80 linear feet of 4';**
- **Furnish and install 4 light poles with LED fixtures (excludes connection in series and to power source- City must contract a licensed electrician for that scope);**
- Cleanup and removal of all waste.

BASE BID: Court construction as specified above:

\$102,960.00

WEATHER IS CRITICAL TO QUALITY COURT SURFACING AND CONTROLS THE INSTALLATION AND COMPLETION SCHEDULE.

WARRANTY: 1 YEAR

The court surface is warranted for 1 year except where cracks/seams/bare concrete attribute to the failure of the court surface.

Crack repairs can be repaired but not warranted for any amount of time.

INSURANCE:

CCInc.'s Certificates of Insurance will be furnished upon the receipt of the signed contract or purchase order. We prefer to have our agent send the certificates directly to the client in lieu of attaching them to the proposal to insure authentication of the coverage. Our agent is John Cowart, State Farm Insurance, phone number (281) 362.8444 or john.cowart116k@statefarm.com

EXCLUSIONS:

Excluded from this quote are Engineering/design requirements or fees of the project; ancillary asphalt or concrete repair, including normal wear due to construction; SWPPP Plan; fence installation, removal or replacement; landscape/sod repair or replacement; fees for bonds or permits; the addition/removal/re-location/or modification of existing or new utilities, irrigation, or drainage, identified or unidentified; or construction site security during construction period.

- **ALL CONCRETE CRACKS, HAIRLINE CRACKS TO BE EXPECTED EVEN ON NEW CONSTRUCTION COURTS;**
- Structural Cracks will be covered under warranty (1/4 or greater and shifting in lateral movement);
- Grass or sprinklers will be damaged during the project, we will minimize this of course but some landscaping repairs by owner is to be expected;
- Backyard access is required. The skid steer will leave ruts, we will minimize these damages but it will be responsibility of the owner to replace the sod upon completion;
- The newly surfaced court might have "tool marks or squeegee lines" from the application procedure. This is completely normal and cannot be 100% avoided.
- Driveway access will be required by heavy trucks and equipment and damages are to be expected and not covered by CCInc;
- Line striping has a human error variance of 1 inch due to the levelness and low/high spots in the existing foundation;
- Lines do have some bleeding, we will use a line primer to reduce but not eliminate this flaw;
- Grassy areas will be used for mixing, the water based paint is harmless but will show color in the grass for a few weeks;
- Scuffing on a new surface is completely normal. The highly textured surface will scuff balls and shoes and leave marks as it wears by design;

CONTRACT TIME: Bidder agrees, if awarded the Contract, to commence work under this Contract within approximately 30 days for new construction or as specified from the date of written "Notice to Proceed" and to fully complete all work required and specified by the Contract Documents as agreed upon in the contract between the Client and CCI within the time dictated or extended as stipulated in the Contract Documents. All weather permitting per manufacture specifications

WITHDRAWAL OF CONTRACT: *Any withdraw of contract after awarded the project will constitute a 25% mobilization and inventory restocking fee due immediately upon notice.*

NOTIFICATION, EXECUTION, AND COMPLETION: Upon receipt of the Notice of Acceptance of this bid, the Bidder will execute the formal Contract. The Work shall commence within approximately 90 days for resurfacing and 30 days on new construction (weather permitting) of the date of issuance of the Notice to Proceed and shall be completed within the Contract time as stated above, and UPON THE RECEIPT of % of contracted amount to address the mobilization costs and the procurement of materials, with the remainder due within 14 business days after invoiced.

Sincerely,

W.B. Ready

W.B. Ready

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS, TERMS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE

AUTHORIZED TO DO THE WORK AS PROPOSED. PAYMENT WILL BE MADE AS OUTLINED ABOVE. THIS PROPOSAL WILL BECOME PART OF ANY FUTURE CONTRACT AND IS CONTROLLING IN CASE A CONFLICT OCCURS. LIKEWISE, IN LIEU OF SIGNATURE, THE AUTHORIZATION TO PROCEED AND COMMENCEMENT OF WORK SHALL ALSO BE DEEMED AS ACCEPTANCE OF THESE TERMS AND CONDITIONS.

CHECKLIST

***Action Required to avoid FEES \$\$\$**

Please go through this Checklist prior to CCInc. arrival.

- Any gate codes or access information is provided to CC inc. project manager. We understand privacy and our trained installers are very safe with gate codes;
- Trailers will be left onsite for the duration of the project;
- There is access to Water (hose spigot) within 300 feet of the court with adequate pressure;
- There is access to Power (outdoor outlet) within 150ft;
- IMPORTANT. This can cause extra labor/material charges. Sprinklers are turned off for the entirety of the project as well as the following 48 hours after completion;
- Any pets at the residence are kept inside/away from the court during the project;
- No gameplay on courts at all during the duration of the install/repairs;
- *Cracks can be repaired but not warranted for any amount of time. Some can even return overnight.*

Delays of any of these points will result in a \$75/hour compensation until a solution is found or a return trip is scheduled.

ACCEPTANCE SIGNATURE

DATE



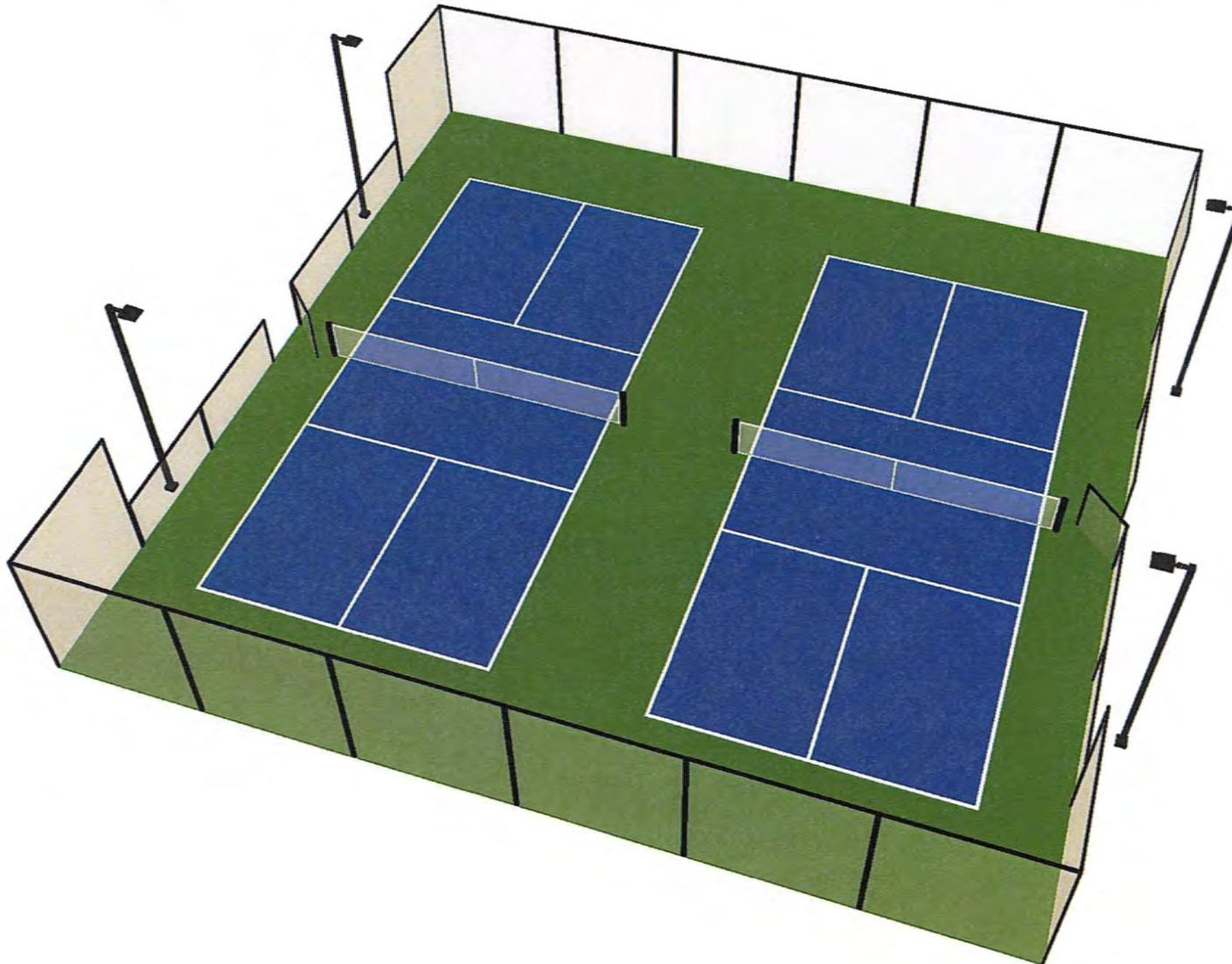
CALIFORNIA
SPORTS SURFACES

Plexipave

City of Seagoville
1801 N Hwy 175
Seagoville, TX 75159
(469) 247-4249



60' x 60'
Double Pickleball

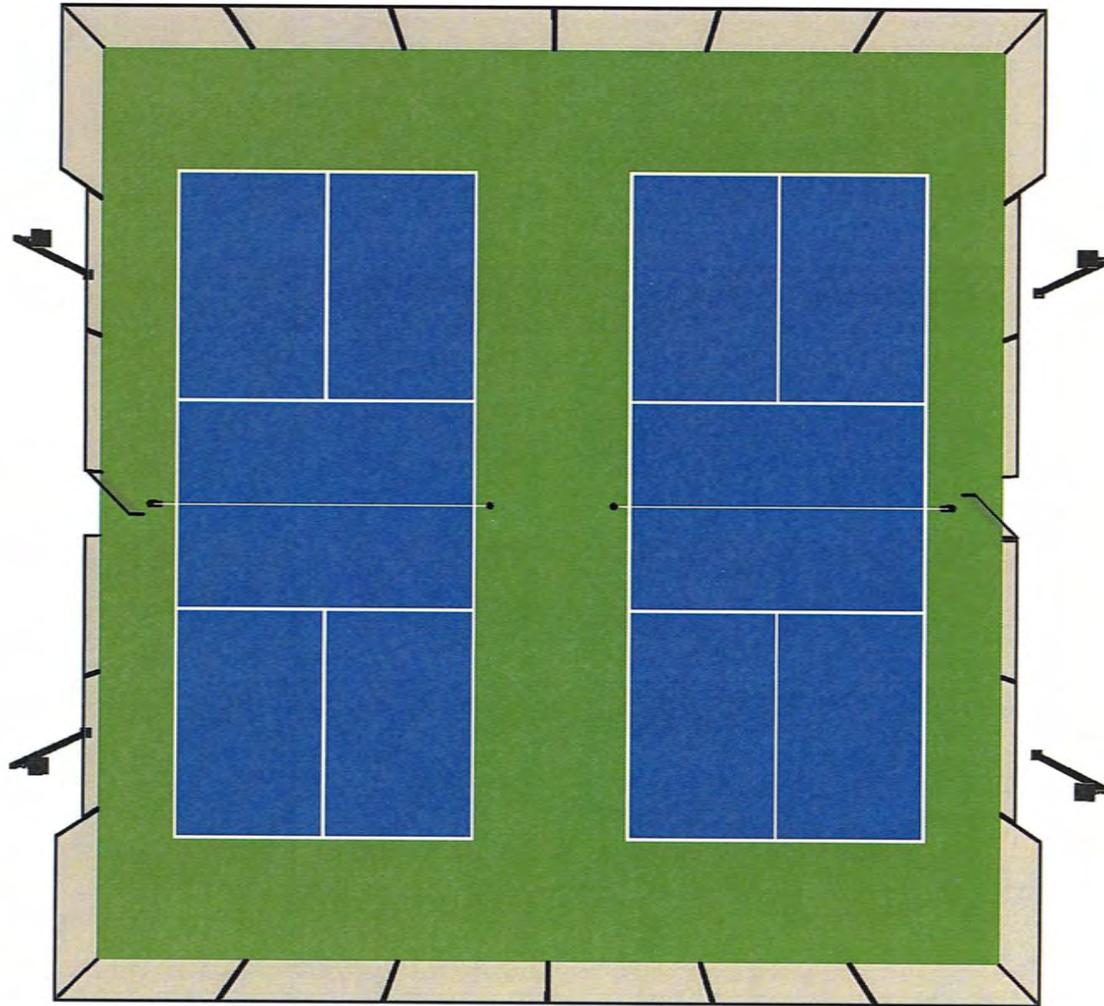


MEASUREMENTS ON RENDERINGS MAY NOT BE EXACT

City of Seagoville
1801 N Hwy 175
Seagoville, TX 75159
(469) 247-4249



60' x 60'
Double Pickleball





TO: Mayor and City Council
FROM: Victoria Thomas, City Attorney
DATE: February 5, 2024
ITEM: 27

SECOND READING: Discuss and consider a Resolution approving the economic development project between the Seagoville Economic Development Corporation and Simonds Partners LLC as reflected in the terms and conditions of an option agreement and an economic development incentive agreement between the parties.

INTRODUCTION

The purpose of this item is to approve an economic development project.

BACKGROUND

The SEDC has negotiated and intends to undertake a project which will result in the creation of new jobs, and which will promote new and expanded business enterprises within the City with Simonds Partners LLC under the terms and conditions set forth in an Option Agreement and Economic Development Incentive Agreement.

FINANCIAL IMPACT

The Option Agreement and the Incentive Agreement will grant Simonds Partners a five-year option (with a possible three-year extension) for purchase and development of all or a part of the Property for certain specified uses and will provide an incentive at the closing of such purchase(s) in the form of a Purchase Grant with the maximum Purchase Grant if the whole property is sold and developed to be \$430,000.00 and the Purchase Grant to be a pro-rata share thereof for purchase and development of any portion of the Property, with the total Purchase Grant not to exceed \$430,000.00.

The Incentive Agreement will further grant Simonds Partners a \$100,000.00 "Cracker Barrel Grant" if all or a portion of the Property is purchased and developed as a Cracker Barrel Country Store, Inc. (doing business as Cracker Barrel) restaurant and store and said store has been issued a certificate of occupancy by the City and is opened and operating, serving the public of the City of Seagoville.

RECOMMENDATION

This item has been reviewed by legal staff for consideration.

ATTACHMENTS

1. Resolution
2. Option Agreement
3. Incentive Agreement

RESOLUTION NO. __

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND SIMONDS PARTNERS LLC AS REFLECTED IN THE TERMS AND CONDITIONS OF AN OPTION AGREEMENT AND AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the SEDC has negotiated and intends to undertake a project which will result in the creation of new jobs and which will promote new and expanded business enterprises within the City with Simonds Partners LLC under the terms and conditions set forth in an Option Agreement and Economic Development Incentive Agreement attached hereto as Exhibits “A” and “B,” respectively with regard to purchase and development of all or a portion of a 5.677 acre tract of real property owned by SEDC and located along US Hwy 175 Frontage Road, Simonds Road and Cain Street in the City of Seagoville, Dallas County, Texas (the “Property”); and

WHEREAS, pursuant to the Option Agreement and the Incentive Agreement, SEDC will grant Simonds Partners a five-year option (with a possible three-year extension) for purchase and development of all or a part of the Property for certain specified uses and will provide an incentive at the closing of such purchase(s) in the form of a Purchase Grant with the maximum Purchase Grant if the whole property is sold and developed to be \$430,000.00 and the Purchase Grant to be a pro-rata share thereof for purchase and development of any portion of the Property, with the total Purchase Grant not to exceed \$430,000.00(the “Project”) and

WHEREAS, as a further part of the Project, pursuant to the Incentive Agreement, SEDC will further grant Simonds Partners a \$100,000.00 “Cracker Barrel Grant” if all or a portion of the Property is purchased and developed as a Cracker Barrel Country Store, Inc. (doing business as Cracker Barrel) restaurant and store and said store has been issued a certificate of occupancy by the City and is opened and operating, serving the public of the City of Seagoville as such; and

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

WHEREAS, the City Council has determined that the Project contemplated by SEDC and Simonds Partners LLC under the terms and conditions set forth in the Option Agreement and Economic Development Incentive Agreement, including the exhibits thereto which include the proposed Restriction Agreement and Real Estate Purchase Agreement to be used for purchase of

all or a portion of the Property, will create new jobs and will promote new and expanded business enterprises within the City of Seagoville; and

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

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

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

Section 1. The City Council hereby approves and authorizes the Project between the Seagoville Economic Development Corporation and Simonds Partners LLC under the terms and conditions set forth in the Option Agreement and the Economic Development Incentive Agreement attached hereto as Exhibits “A” and “B,” respectively, including all exhibits thereto.

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

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

DULY RESOLVED AND ADOPTED First Reading and Second Reading of the City Council of the City of Seagoville, Texas, this the 5th day of February, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
4886-5289-8415, v. 1

Exhibit "A"
Option Agreement
(to be attached)

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

4886-5289-8415, v. 1

OPTION AGREEMENT

This Option Agreement (this “Agreement”) is made and entered into as of _____, 2023 (the “Effective Date”), by and between **Seagoville Economic Development Corporation**, a Texas non-profit corporation (“Grantor”), and **Simonds Partners LLC**, a Texas limited liability company (“Grantee”). Grantor and Grantee may each be referred to herein as a “Party” and collectively as the “Parties”.

BACKGROUND:

A. Grantor is the sole owner of fee simple title in and to the following tracts of real property (collectively, the “Property”):

(i) Tract 1: Lot 2, Block 1 of the SEAGOVILLE PLACE ADDITION, an Addition to the City of Seagoville, Texas, according to the Map thereof recorded in Volume 85036, Page 4275, Deed Records, Dallas County, Texas; and

(ii) Tract 2: Lot 1, Block 1, of the REPLAT OF PART OF SEAGOVILLE PLACE ADDITION, an Addition to the City of Seagoville, Texas, according to the Map thereof recorded in Volume 96236, Page 211, Deed Records, Dallas County, Texas.

B. Grantor and Grantee have entered into that certain Economic Development Incentive Agreement dated effective as of or about even date herewith (the “Incentive Agreement”), pursuant to which Grantor has agreed, upon exercise of the Option by Grantee in accordance with this Option Agreement as to the Property, to provide Grantee with certain economic incentives for the acquisition and commercial development of the Property, as more particularly described therein and subject to all the terms and conditions contained therein.

C. Pursuant to the terms of the Incentive Agreement, Grantor agreed to grant to Grantee an option to purchase all or a part of the Property, at Grantee’s election, for the Option Period (defined below).

D. Grantor now wishes to grant such option to Grantee, and Grantee now desires to accept such grant, in both cases on the terms and conditions expressly set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements herein, and other good and valuable consideration, including the sum of \$100.00 paid to Grantor by Grantee as of the Effective Date as consideration for Grantor’s grant of the Option as set forth herein (the “Option Fee”), the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee an option to purchase all or a part of the Property and Grantee accepts such grant from Grantor, on the following terms and conditions:

1. Grant of Option. Grantor hereby grants to Grantee and Grantee’s permitted successors and assigns, for the duration of the Option Period, the exclusive right and option, to be exercised in Grantee’s sole discretion, to purchase all the Property or part(s) thereof at the price

and under the terms set forth in this Agreement (the “Option”). As used herein, the “Option Period” means the period beginning on the Effective Date and expiring at 6:00 p.m. Dallas, Texas time on the date that is the fifth (5th) anniversary of the Effective Date, subject to earlier termination or extension as provided by the terms of this Agreement. Grantee shall have the right to extend the Option Period for an additional three (3) years if Grantee is then engaged in good faith negotiations of one or more letters of intent with one or more potential third-party user(s) of all or a portion of the Property. If Grantee desires to exercise the extension of the Option Period provided by the immediately preceding sentence, then Grantee shall provide written notice to Grantor prior to the expiration of the initial 5-year Option Period, which written notice shall include a copy of the then-current draft of at least one letter of intent then being negotiated by Grantee. If Grantee exercises the extension of the Option Period provided herein, then the Option Period will be extended to expire at 6:00 p.m. Dallas, Texas time on the date that is the eighth (8th) anniversary of the Effective Date.

2. Exercise of Option.

(a) Exercise of Option for Purchase of Entire Property. At any time during the Option Period Grantee may exercise the Option to purchase all the Property. Grantee will exercise the Option as to all the Property, if at all, by sending a written notice to Grantor of Grantee’s intention to proceed with the purchase of all the Property (the “Entire Property Exercise Notice”). Within fifteen (15) business days following Grantee’s delivery of the Entire Property Exercise Notice, Grantor and Grantee will enter into a Real Estate Purchase Agreement in substantially the form attached hereto as Exhibit A (the “Purchase Agreement”) pursuant to which Grantor agrees to sell and convey to Grantee good and indefeasible fee simple title in and to all the Property. Among other things, the Purchase Agreement will provide that (i) the closing of the purchase and sale of all the Property (the “Entire Property Closing”) will occur on a date specified by Grantee but in no event later than one (1) year after Grantee’s delivery of the Entire Property Exercise Notice, and (ii) a Restriction Agreement, in substantially the form and substance attached as Exhibit “B” to the Purchase Agreement, will be executed and delivered by the Parties at the Entire Property Closing and recorded in the applicable real property records of Dallas County, Texas immediately following the Entire Property Closing. The obligation of the Parties to enter into a Purchase Agreement following Grantee’s timely exercise of this Option in accordance with this Agreement will survive the expiration of the Option Period and any expiration or termination of this Agreement.

(b) Exercise of Option for Purchase of Any Part of the Property Less Than the Whole Property - At any time and from time to time during the Option Period Grantee may exercise the Option to Purchase a part of the Property, which exercise shall be subject to Grantor’s acceptance or rejection, at Grantor’s sole option and in its discretion. If Grantee exercises this Option as to a part of the Property but has not exercised the Option (by one or a combination of more than one exercise of the Option) as to the entirety of the Property, then the Option shall remain in place for the remainder of the Property and Grantee may thereafter exercise the Option as to any remaining part of the Property at any time during the Option Period in the manner set forth in this Agreement. Grantee will exercise this Option, if at all, by sending a written notice to Grantor of Grantee’s intention to proceed

with the purchase of an identified part of the Property (“Exercise Notice for Part of the Property”). This Exercise Notice for Part of the Property shall include the following information: (1) legal description and survey of the Part of the Property at issue, (2) statement of whether Grantee intends to resell or lease the Part of the Property at issue following transfer of the Property from Grantor to Grantee, (3) name of person(s) and/or entity(s) to whom Grantee intends to sell, lease, or transfer the Part of the Property at issue (hereinafter, the “Transferee”), (4) nature of the business Transferee intends to operate on the Part of the Property at issue, and (5) timeline for construction of all required improvements for conducting Transferee’s operations on the Part of the Property at issue, including anticipated date of commencement of construction, completion of construction and issuance of a certificate of occupancy for Transferee. Grantor may request further information from Grantee and/or Transferee. Within sixty (60) days of receipt of an Exercise Notice for Part of the Property, Grantor will either accept or reject the Exercise Notice for Part of the Property by delivering a written acceptance or rejection in writing to Grantee (each such notice being a “Acceptance/Rejection Notice”). If Grantor does not timely accept the applicable Exercise Notice for part of the Property described in an Exercise Notice for Part of the Property, it shall be deemed rejected.

If the Exercise Notice for Part of the Property is accepted, Grantor and Grantee will enter into a Real Estate Purchase Agreement for the part of the Property at issue in substantially the form attached hereto as Exhibit A, pursuant to which Grantor agrees to sell and convey to Grantee good and indefeasible fee simple title in and to the portion of the Property for which Grantee has exercised the Option and Grantor has accepted Grantee’s Exercise Notice as provided herein (each an “Accepted Partial Tract”). Among other things, the Purchase Agreement for each Accepted Partial Tract will provide that (i) the closing of the purchase and sale of such Accepted Partial Tract (each an “Accepted Partial Tract Closing”) will occur on a date specified by Grantee but in no event later than one (1) year after Grantee’s receipt of the Acceptance/Rejection Notice for such Accepted Partial Tract, (ii) Grantor shall reasonably cooperate, within the bounds of local, state, and federal law, with Grantee to cause the Property or a portion(s) thereof to be replatted if and to the extent required to allow for the legal conveyance by Grantor to Grantee of the portion of the Property covered by such Real Estate Purchase Agreement (in the event the applicable Real Estate Purchase Agreement covers less than all of the Property) or as otherwise desired by Grantee to facilitate the development of the Property or any applicable portion thereof, and (iii) a Restriction Agreement, in substantially the form and substance attached as Exhibit “B” to the Purchase Agreement, pertaining to such Accepted Partial Tract will be executed and delivered by the Parties at each Accepted Partial Tract Closing and recorded in the applicable real property records of Dallas County, Texas immediately following the applicable Accepted Partial Tract Closing.

The obligation to enter into the Purchase Agreement for each Partial Tract for which Grantor has accepted an Exercise Notice for Part of the Property in accordance with this Agreement will survive the expiration of the Option Period provided the Option was exercised prior to expiration of the Option Period. Grantee’s option to purchase the portions of the Property for which Grantee has not exercised the Option as of the expiration of the Option Period will terminate as of the expiration of the Option Period and the Parties’

respective rights and obligations under this Agreement will terminate except for those obligations that expressly survive the expiration or termination of this Agreement.

3. Option Price. If Grantee exercises the Option as to all the Property, then the price to be paid by Grantee to Grantor for the purchase of the Property will be Four Hundred Thirty Thousand and No/100 Dollars (\$430,000.00) (the “**Total Purchase Price**”). If at any time Grantee exercises the Option as to less than all of the Property in accordance with the provisions of Section 2(b) of this Agreement, then the price to be paid by Grantee to Grantor for the purchase of such portion of the Property will be a prorated portion of the Total Purchase Price, calculated based on the ratio that the total area (in square feet) of the portion of the Property to be purchased by Grantee bears to the total area (in square feet) of all the Property (and in no event will Grantee pay more than the Total Purchase Price for its acquisition of all the Property). By way of example, if the Property has a total area of 2.0 acres (87,120 square feet) and the portion of the Property to be purchased by Grantee at a closing is 0.75 acres (32,670 square feet), then the purchase price to be paid by Grantee to Grantor at such closing will be \$161,389.90. If Grantee acquires all of the Property in multiple closings, then in no event will Grantee be obligated to pay more than the Total Purchase Price (and the purchase price to be paid by Grantee at the closing of the final portion of the Property will be adjusted, if necessary, so that Grantee will not have paid a collective purchase price in excess of the Total Purchase Price at the multiple closings). Closing costs for any and all closing of Grantee’s acquisition of the Property or any portion thereof will be paid as set forth in the Purchase Agreement for that transaction, which shall be in substantially the form of that attached hereto and incorporated herein by this reference as Exhibit A. The purchase price to be paid by Grantee hereunder for the Property (or portion thereof) will be paid at the closing(s) of Grantee’s acquisition(s) of the Property or any part thereof, subject to the application of the Incentive Grant (as defined in the Incentive Agreement) to the payment thereof and subject to any prorations and adjustments as provided in the applicable Purchase Agreement.

4. Grantee Due Diligence.

(a) Right of Entry and Inspection. During the Option Period Grantee and its agents, employees, consultants, and contractors shall have the right, at any time and from time to time, to enter onto the Property at all reasonable times to make such inquiries, inspections, and determinations concerning the ability of Grantee to utilize the Property for Grantee’s intended purposes, including the right to physically inspect the Property, to conduct due diligence, and upon request and during normal business hours to inspect all records of Grantor related to the Property. Grantee and Grantee’s officers, employees, consultants, contractors and other authorized representatives, shall have the right to reasonable access to the Property and to all records of Grantor related thereto (including without limitation title information, surveys, environmental assessment reports, soil reports, traffic studies, metropolitan district information, and other information concerning the condition of the Property), at reasonable times during the Option Period for the purpose of inspecting and surveying the Property, taking soil and ground water samples, conducting geotechnical investigations, conducting inspections for hazardous substances, tests and assessments, reviewing the books and records of Grantor concerning the Property, showing the Property to prospective users and/or lenders, and otherwise conducting its due diligence review of the Property. Grantor shall make available to Grantee such of the foregoing as

may be in Grantor's possession to facilitate Grantee's due diligence, and Grantor will give Grantee any authorizations which may be reasonably required by Grantee to gain access to records or other information pertaining to the Property or the use thereof maintained by any third party, governmental or quasi-governmental authorities or organizations. GRANTEE HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS GRANTOR FROM ANY DAMAGES, LIABILITIES, OR CLAIMS FOR PROPERTY DAMAGE, DEATH, OR PERSONAL INJURY CAUSED BY GRANTEE AND/OR ITS AGENTS, EMPLOYEES, CONSULTANTS, OR CONTRACTORS DURING ANY ENTRY ONTO THE PROPERTY; provided, however, that the foregoing indemnity will not extend to damages, liabilities, or claims to the extent caused by the gross negligence or willful misconduct of Grantor.

(b) Grantor Information. Not later than fifteen (15) business days after the Effective Date, Grantor will, at Grantor's expense, deliver or otherwise make available to Grantee all of the following: (i) the most recent survey(s) of the Property that Grantor has in its possession; (ii) all third-party studies or reports (including but not limited to environmental assessments, geotechnical reports, and soil reports) that Grantor may then have in its possession or under its reasonable control with respect to the Property; and (iii) all notices and/or other documents regarding any uncured violation of applicable laws, rules, regulations, codes or ordinances regarding the Property, or relating to any actual or claimed existence, release or disposal or any toxic or hazardous substance or waste in, upon or affecting the Property, or relating to any pending or threatened litigation affecting the Property. Additionally, within seven (7) business days after a written request from Grantee made at any time and from time to time during the Option Period, Grantor will deliver to Grantee any other documentation or information in Grantor's possession or under Grantor's reasonable control relating to the Property which may be reasonably requested by Grantee.

5. Representations and Warranties of Grantor. Grantor hereby represents, warrants, and certifies to Grantee as follows:

(a) Grantee is the sole owner in fee simple of good and indefeasible title in and to all the Property.

(b) This Agreement constitutes a legal, valid, and binding agreement of Grantor enforceable against it in accordance with its terms. The performance by Grantor of its obligations under this Agreement does not conflict with or result in a breach of any law or regulation, or order, judgment, writ, injunction or decree of any agreement or instrument to which Grantor is a party, or by which Grantor is bound, or to which Grantor or any portion of the Property is subject.

(c) The Property is not subject to any outstanding agreement of sale, option, or other right of any third party to acquire any interest therein or any portion thereof, except for Grantor's right to acquire the Property pursuant to this Agreement.

(d) There is no litigation, action or proceeding pending or, to the best of Grantor's knowledge, threatened against Grantor, relating to the Property and/or Grantor's interest therein.

(e) There are no written or oral leases or other unrecorded agreements of any kind, other than this Agreement and the Incentive Agreement, that affect the Property or any portion thereof, and, to Grantor's knowledge, there are no adverse or other parties in possession of the Property, or of any part thereof, as lessees, licensees, tenants at sufferance, trespassers, occupants or otherwise.

If at any time during the Option Period Grantor obtains actual knowledge that any of the foregoing representations and warranties of Grantor were incorrect in any material respect when originally made by Grantor, or that the representations and warranties are no longer true and correct in all material respects, then in any such event Grantor must promptly provide Grantee with written notice setting forth the modifications that are necessary to cause the affected representations and warranties to be true and correct in all material respects as of the date of such notice. The representations and warranties of Grantor set forth herein will survive Grantee's exercise of the Option and the termination of this Agreement.

6. Grantor Covenants. During the Option Period and thereafter for so long as any Purchase Agreement is in effect, (a) Grantor will not sell or encumber the Property or any part thereof in any manner or enter into any agreement with anyone other than Grantee to sell or encumber the Property or any part thereof, (b) Grantor will promptly notify Grantee of any litigation, arbitration, proceeding, or administrative hearing (including condemnation, foreclosure or bankruptcy) before any governmental authority which affects the Property and/or which challenges or impairs Grantor's ability to execute or perform its obligations under this Agreement, (c) Grantor will deliver to Grantee, promptly after Grantor's receipt thereof, copies of all written notices of governmental violations pertaining to the Property that are received by Grantee, (d) Grantor shall promptly refer to Grantee all inquiries received by Grantor regarding any parties interested in the Property or any part thereof, including names and contact information of all parties making such inquiries, and (e) except as expressly contemplated by the Incentive Agreement or other written agreement between the Parties, Grantor will not initiate or consent to any change in the zoning classification of the Property or any material change to any approved site plan, special use permit, planned unit development approval or other land use entitlement affecting the Property. The covenants of Grantor set forth in this Section will survive Grantee's exercise of the Option and the termination of this Agreement, such survival being solely for purposes of Grantee's enforcement of its remedies in the event of a breach of such covenants by Grantor.

7. Termination. This Agreement will automatically terminate and be no further force or effect (except for any provisions hereof which expressly survive termination) upon the earliest of the following to occur: (a) Grantee's acquisition of all of the Property (in one or more transactions); (b) the expiration of the Option Period (as the same may be extended hereunder); or (c) Grantor's acquisition of the Property (or any part thereof) from Grantee pursuant to either the repurchase option or the right of first refusal set forth in the Restriction Agreement recording against the Property (or such portion thereof) pursuant to the terms of the applicable Purchase Agreement. Further, if, as of the date that is thirty (30) months after the Effective Date, Grantee

has not exercised the Option to purchase all or a part of the Property pursuant to this Agreement, then Grantor shall have the right, at Grantor's option, to terminate this Agreement by written notice given to Grantee at any time after such date and before Grantee's exercise of the Option as to all or part of the Property pursuant to this Agreement. For purposes of the immediately preceding sentence, Grantee's exercise of the Option as to part of the Property that is rejected (or deemed rejected) by Grantor pursuant to Section 2(b) above shall still constitute Grantee's exercise of the Option as to part of the Property, notwithstanding that such exercise was rejected by Grantor (and, therefore, Grantor shall not have the right to terminate this Agreement as provided by the immediately preceding sentence). Upon any termination of this Agreement pursuant to this paragraph, Grantee's option to purchase the Property will terminate and the Parties' respective rights and obligations under this Agreement will terminate, except for those obligations that expressly survive the expiration or termination of this Agreement. Notwithstanding anything to the contrary contained herein, Grantor's termination of any Purchase Agreement due to a failure of Grantee to consummate the closing of the acquisition of all or any part of the Property covered by such Purchase Agreement shall not result in the termination of this Agreement and/or the Option.

8. Memorandum. Simultaneously with the Parties' execution and delivery of this Agreement, Grantor and Grantee each will execute and deliver to the other Party a memorandum of this Agreement in the form attached hereto as Exhibit C (the "Memorandum"). Once fully executed by both Grantor and Grantee, the Memorandum will be recorded in the appropriate real property records of Dallas County, Texas, at Grantee's expense, to provide notice of the Option to third parties subsequently acquiring any interest in the Property. Upon the termination of this Agreement pursuant to the terms hereof, Grantor and Grantee will each execute and deliver a release of the Memorandum (the "Release"), in recordable form and otherwise in form reasonably acceptable to both Parties. Each Party agrees to execute the Release within ten (10) business days after such Party's receipt of a written request therefor from the other Party, and such obligation will survive the termination of this Agreement.

9. Notices. Any notice to be given or to be served upon any Party hereto in connection with this Agreement must be in writing and may be given by (a) certified or registered mail, return receipt requested, and will be deemed to have been given and received on the date that is three (3) business days after a certified or registered letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States Mail; (b) FedEx, UPS, or other nationally recognized overnight courier service, and will be deemed to have been given and received on the date that is one (1) business day after being deposited with such courier service with all delivery charges prepaid, for delivery on the next business day; or (c) by personal delivery, in which event it will be deemed to have been given when delivered to and actually received by the Party to whom it is addressed as evidenced by the signed delivery report of the courier. Such notices shall be given to the Parties hereto at the following address(es):

To Grantee at: Simonds Partners LLC
c/o Altera Fund Advisors
Attn: Brad Kempson
5910 N. Central Exwy, Suite 1360
Dallas, Texas 75206
Telephone: (214) 238-8007
E-mail: brad.kempson@outlook.com

and

Simonds Partners LLC
c/o Altera Fund Advisors
Attn: Judge McStay
5910 N. Central Exwy, Suite 1360
Dallas, Texas 75206
Telephone: (469) 713-4103
Email: jmcstay@alteradevco.com

with a simultaneous copy to:

Alex Oliver
Walls Landry Baker & Oliver PLLC
3508 Far West Blvd., Suite 170
Austin, Texas 78731
Telephone: (512) 306-8600
E-mail: aoliver@wlbofirm.com

To Grantor at: Seagoville Economic Development Corporation
Attn: Patrick Stallings, Executive Director/President
702 N. Highway 175
Seagoville, Texas 75024
Telephone: (972) 287-6807
E-mail: pstallings@seagoville.us

with a simultaneous copy to:

Victoria W. Thomas
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201
Telephone: (214) 965-9900
E-mail: vthomas@njdhs.com

Any address or name specified above may be changed by notice given to the addressee by the other Party in accordance with this Section 9. The inability to deliver notice because of a changed address of which no notice was given as provided above, or because of rejection or other refusal to accept any notice, will be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any Party hereto may be given by the counsel for such Party.

10. Default; Remedies; Immunities. Grantor and Grantee each will have the right to pursue any and all rights and remedies available to them under this Agreement, or at law or in equity (including but not limited to an action for damages or an action for injunctive relief), against the other Party for any breach of any covenant, agreement, representation or warranty contained herein (or incorporated herein by reference). Nothing contained in this Agreement, however, may be interpreted or construed as a waiver of Grantor's governmental or other immunities available under the law and Grantor hereby expressly reserves those immunities and related defenses. This paragraph will survive the closings of Grantee's acquisition of all or any portion of the Property.

11. Attorneys' Fees. In the event of any dispute, litigation, or other proceeding between the Parties hereto to enforce any of the provisions of this Agreement or any right of either Party hereunder, the unsuccessful Party to such dispute, litigation or other proceeding shall pay to the successful Party all costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation. Any indemnity provisions herein shall include indemnification for such costs and fees. This Section shall survive any closing of Grantee's acquisition of the Property or any portion thereof or a prior termination of this Agreement.

12. Successors and Assigns. This Agreement is not assignable by Grantee without the written consent of Grantor; provided, however, that Grantee may, at its option, assign its rights, titles, and interests under this Agreement as to all or any part of the Property to any entity that controls, is controlled by, or is under common control with the original named Grantee. All the terms and provisions of this Agreement: (a) will be binding upon and shall inure to the benefit of the permitted successors and assigns of Grantor and Grantee, and (b) will run with the land comprising the Property and be binding upon and inure to the benefit of the owner(s) of the Property. No third parties shall be beneficiaries hereof or entitled to any rights or benefits hereunder.

13. Headings. The titles and headings of the various sections hereof are intended solely for means of reference and are not intended for any purpose whatsoever to modify, explain or place any construction on any of the provisions of this Agreement.

14. Time. Time is of the essence with respect to this Agreement, provided that if any date upon which some action, notice, or response is required of any Party hereunder occurs on a day that is not a business day, then such action, notice, or response shall not be required until the next succeeding business day. As used in this Agreement, "business day" means any day that is not (a) a weekend, or (b) a day on which the U.S. Federal Reserve Bank of Dallas is closed.

15. Governing Law. This Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law principles thereof. Venue for any action arising hereunder shall be in the State District Courts of Dallas County, Texas.

16. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, and when so executed shall be deemed executed as one agreement. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by e-signature, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to replicate or signify a signature for a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

17. Further Assurances. Grantor and Grantee each agree to execute any and all documents and perform any and all acts that are reasonably necessary to fully implement the intent of this Agreement. Without limiting the generality of the foregoing, if any portion of the Property acquired by Grantee pursuant to this Agreement is out of an existing platted lot (but less than the entirety of such platted lot), then Grantor agrees to reasonably cooperate in good faith with Grantee in Grantee’s efforts to cause the portion of the Property acquired by Grantee to be replatted, at Grantee’s sole expense, into one or more platted lots, separate and apart from the remainder of the Property. The Parties’ respective obligations in this paragraph will survive the termination of this Agreement.

18. Construction. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and agree that the normal rule of construction – to the effect that any ambiguities are to be resolved against the drafting Party – will not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

19. Entire Agreement. This Agreement, together with the exhibits attached hereto and all provisions of the Incentive Agreement that are incorporated herein by reference, embodies and constitutes the entire understanding between Grantor and Grantee with respect to the transactions contemplated herein and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged, or terminated except by a traditional written instrument executed by both Grantor and Grantee. THE PARTIES HERETO HAVE NOT EXPRESSED, REPRESENTED, OR STATED ANY FACTS, REPRESENTATIONS, OR STATEMENTS, EITHER EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY CONTAINED IN THIS AGREEMENT. NO PARTY HAS INDUCED ANY OTHER PARTY TO ENTER INTO THIS AGREEMENT EXCEPT BY MAKING THE AGREEMENTS AND REPRESENTATIONS EXPRESSLY SET FORTH IN OR INCORPORATED IN WRITING IN THIS AGREEMENT. IN MAKING THE DECISION TO SIGN THIS AGREEMENT, NO PARTY IS RELYING ON ANY FACTS, REPRESENTATIONS OR STATEMENTS, EITHER EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY SET FORTH OR INCORPORATED IN WRITING HEREIN AND EACH PARTY IS RELYING ON ITS OWN JUDGMENT. THE PARTIES HERETO SPECIFICALLY ACKNOWLEDGE THAT THEY ENTER INTO THIS AGREEMENT OF THEIR OWN FREE WILL AND ACCORD AND THAT NO PARTY HAS EXERTED ANY DURESS OR INFLUENCE OVER ANY OTHER IN CONNECTION THE EXECUTION OF THIS AGREEMENT.

THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED BY COUNSEL AND THAT SUCH LEGAL COUNSEL HAS READ AND EXPLAINED TO THE PARTY THE ENTIRE CONTENTS OF THIS AGREEMENT IN FULL AS WELL AS THE LEGAL CONSEQUENCES OF THIS AGREEMENT. THE PARTIES HERETO FURTHER AGREE THAT THIS IS AN ARM'S LENGTH TRANSACTION, THE PARTIES ARE KNOWLEDGEABLE IN BUSINESS MATTERS, THE TERMS OF THIS AGREEMENT WERE NEGOTIATED, AND THAT THIS PROVISION WAS SPECIFICALLY DISCUSSED DURING THE NEGOTIATIONS. EACH PARTY, HAVING CONSULTED WITH COMPETENT COUNSEL OF ITS OWN CHOOSING, HEREBY WAIVES THE RIGHT TO BRING ANY CLAIM FOR FRAUDULENT INDUCEMENT WITH RESPECT TO THIS AGREEMENT.

20. Severability. If any clause or provisions of this Agreement is or should ever be held to be illegal, invalid, or unenforceable under any present or future law applicable to the terms hereof, then and in the event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and that in lieu of each such clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

21. No Brokers. Grantor and Grantee each hereby represent and warrant to the other that neither Grantor (in the case of Grantor's representation) nor Grantee (in the case of Grantee's representation) has dealt with nor does it have any knowledge of any broker or other person who has or may have any claim against Grantor, Grantee or the Property (or any portion thereof) for a brokerage commission, finder's fee, or like payment arising out of or in connection with the transaction contemplated by this Agreement. Each Party shall indemnify and hold the other harmless from and against all liabilities arising from any claims caused or incurred by it (including, without limitation, court costs and reasonable attorneys' fees in connection therewith) as a result of a breach of the representation and warranty set forth in the immediately preceding sentence. The Parties' respective indemnification obligations in this Section will survive the Closing.

22. Defined Terms; Incentive Agreement. All capitalized terms used herein and not expressly defined shall have the meanings given to them in the Incentive Agreement. In the event of a dispute between Grantor and Grantee concerning the Property or Grantee's acquisition thereof that is not addressed by this Agreement but is addressed by the Incentive Agreement, the terms of the Incentive Agreement will control for such purposes and any such applicable terms of the Incentive Agreement are hereby incorporated into this Agreement by reference as if fully set forth herein.

23. Sufficiency of Consideration for Option Period. Grantor and Grantee acknowledge that in the event this Agreement is terminated for any reason, Grantor shall be entitled to retain the Option Fee, and that Grantee, upon Grantor's execution of this Agreement, will materially alter its legal position and incur material expense during the Option Period. Grantor and Grantee agree and stipulate that the granting of the Option, the payment of the Option Fee and such change in Grantee's legal position and incurrence of material expenses are sufficient consideration to support the covenants, terms, conditions, and agreements in this Agreement.

24. Exhibits. The following Exhibits which are referenced in, and attached to, this Agreement are hereby incorporated in and made a part of this Agreement for all purposes:

<u>Exhibit A</u>	Form of Purchase Agreement
<u>Exhibit B</u>	Form of Restriction Agreement
<u>Exhibit C</u>	Form of Memorandum

*[The remainder of this page intentionally left blank;
signature page immediately follows.]*

Grantor and Grantee have executed this Agreement as of the respective dates below to be effective as of the Effective Date.

GRANTOR:

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION, a Texas non-profit corporation

By: _____
Patrick Stallings,
Executive Director/President

Date: _____

GRANTEE:

SIMONDS PARTNERS LLC,
a Texas limited liability company

By: _____
Printed Name: _____
Title: _____

Date: _____

EXHIBIT A
FORM OF PURCHASE AGREEMENT

[to be attached]

REAL ESTATE PURCHASE AGREEMENT

This **Real Estate Purchase Agreement** (“Agreement”) to buy and sell real property is entered between Seller and Purchaser as of the Effective Date as determined in Section 16(d), below.

Purchaser: Simonds Partners LLC
c/o Altera Fund Advisors
Attn: Brad Kempson and Judge McStay
5910 N. Central Exwy, Suite 1360
Dallas, Texas 75206
Telephone: (469) 713-4103
E-mail: brad.kempson@outlook.com and jmcstay@alteradevco.com

Purchaser’s Attorney: Alex Oliver
Walls Landry Baker & Oliver PLLC
3508 Far West Blvd., Suite 170
Austin, Texas 78731
Telephone: (512) 306-8600
E-mail: aoliver@wlbofirm.com

Purchaser’s Broker: None

Seller: Seagoville Economic Development Corporation
Attn: Patrick Stallings, Executive Director/President
702 N. Highway 175
Seagoville, Texas 75024
Facsimile: (972) 287-3891
E-mail : pstallings@seagoville.us

Seller’s Broker: None

Seller’s Attorney: Victoria W. Thomas
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201
Telephone: (214) 965-9900
E-mail: vthomas@njdhs.com

Title Company: Town Square Title Company
Attn: Jessica Barton, Escrow Officer
310 N. 9th Street, Suite A
Midlothian, Texas 76065
Telephone: (972) 935-0800
Facsimile: (972) 938.1045
E-Mail: jbarton@townsquaretitle.com

Property That certain tract of land described on Exhibit A attached hereto, together with all improvements located thereon, and together with all rights, benefits, privileges, easements, hereditaments, and appurtenances related to the land and/or the improvements thereon, including but not limited to all right, title and interest of Seller, if any, in and to any (i) strips and gores between said tract and abutting properties, (ii) land lying in or under the bed of adjacent streets, alleys, roads or rights of way, (iii) easements or rights of way appurtenant to or otherwise benefitting said tract, (iv) utility capacities, commitments, reservations and other rights and capacities (including but not limited to storm water detention rights) related to said tract, (v) all permits and approvals relating to said tract. (vi) all development rights relating to said tract, (vii) all rights to credits, refunds and reimbursements associated with said tract, (viii) all water and drainage rights associated with said tract, and (ix) all reversionary rights related to said tract.

Closing Date: Not later than the first (1st) annual anniversary of the Effective Date, unless an earlier date is mutually agreed to by the parties in writing or as extended in accordance with the provisions of this Agreement.

Purchase Price _____ and No/100 Dollars (\$_____.00)
cash at closing.

Incentive Grant An economic development incentive grant paid as a credit against the Purchase Price by Seller to Purchaser at Closing in an amount equal to _____ and No/100 Dollars (\$_____.00). The Incentive Grant is also sometimes referred to herein and in the Incentive Agreement as the "Purchase Grant."

Incentive Agreement That certain *Economic Development Incentive Agreement* dated effective as of _____, 2023 (the "Incentive Agreement") between Seller and Purchaser.

Option Agreement

That certain *Option Agreement* dated effective as of _____, 2023 (the “Option Agreement”) between Seller, as “Grantor” thereunder, and Purchaser, as “Grantee” thereunder, and recorded as Document No. _____ in the Official Public Records of Dallas County, Texas, pursuant to which Seller granted to Purchaser the option to purchase the real property described therein, of which the Property is a part.

Restriction Agreement

That certain *Restriction Agreement* (the “Restriction Agreement”) between Seller and Purchaser to be effective at Closing setting forth the terms of agreement between the Parties regarding the use and development of the Property substantially in the form attached to the Option Agreement as Exhibit “B” thereto.

WHEREAS, Purchaser has exercised its option to purchase the Property pursuant to and in accordance with the terms of both the Option Agreement and the Incentive Agreement; and

WHEREAS, Purchaser and Seller now desire to enter into this Agreement in accordance with the Option Agreement in order to provide for Seller’s sale of the Property to Purchaser, and Purchaser’s purchase of the Property from Seller, on all the other terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the sum of Purchase Price to be paid by Purchaser, the payment of the Incentive Grant by Seller, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Sale and Purchase.** Seller agrees to sell, and Purchaser agrees to purchase the Property for the Purchase Price and as provided in this Agreement, including any and all improvements located thereon.
2. **Title and Survey.**
 - (a) Seller has provided the most recent survey of the Property that Seller has in its possession. Seller shall not be required to obtain a new survey of the Property.
 - (b) Seller has provided Purchaser notice of payment of ad valorem taxes for the prior tax year or notice of exemption.
 - (c) Seller has provided Purchaser with copies of any environmental or geotechnical studies or reports that Seller may have in its possession as of the Effective Date with respect to the Property.
 - (d) Not later than fifteen (15) days after the Effective Date, Seller shall, at Seller’s expense, deliver or caused to be delivered to Purchaser:

(i) a current commitment for an Owner's Policy of Title Insurance for the Property from the Title Company issued to Purchaser in the amount of the Purchase Price, setting forth the state of title to the Property together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title (the "Title Commitment");

(ii) legible copies of all documents referenced in the Title Commitment that are available to the Title Company;

(iii) notices or other documents regarding any uncured violation of applicable laws, rules, regulations, codes or ordinances regarding the Property, or relating to any actual or claimed existence, release or disposal of any toxic or hazardous substance or waste in, upon or affecting the Property, or relating to any pending or threatened litigation affecting the Property; and

(iv) copies of any leases, rental agreements, licenses, or other similar agreements granting any person or entity other than Seller the right to possession of the Property.

(d) Seller will deliver to Purchaser not later than seven (7) days after requested in writing any other documents or information in Seller's possession relating to the Property which may be reasonably requested by Purchaser.

(e) Not later than twenty (20) days after the Effective Date hereof, Purchaser, at Purchaser's sole option, cost and expense (even if the Closing does not occur), may have a survey (the "Survey") of the Property prepared by a duly licensed Texas Registered Public Land Surveyor. The Survey shall be staked on the ground, and the plat shall show the location of all improvements, highways, streets, roads, railroads, rivers, creeks, or other water courses, fences, easements, and rights-of-way on or adjacent to the Property, if any, and shall contain the surveyor's certification that there are no encroachments on the Property other than what are listed on the Title Commitment and shall set forth a metes and bounds description of the Property. Upon approval of the Survey by Seller, the legal description contained in said Survey shall be used by the Parties as the legal description contained in the Deed (defined below) and all other documents related to this Agreement without the necessity of amending this Agreement. Notwithstanding the above, Seller shall deliver to Purchaser the most recent survey obtained by Seller with respect to the Property, and Purchaser may, at Purchaser's sole option and expense, and in lieu of obtaining a new survey, obtain a certificate from a surveyor subject to approval of the Title Company certifying that no changes have occurred since the prior survey. Purchaser shall pay all costs and expenses in connection with any Survey or survey modifications or certificates obtained by Purchaser in connection with the Property, and such obligation of Purchaser shall survive any termination of this Agreement.

(f) Purchaser shall, not later than ten (10) days after Purchaser's receipt of the last of the Survey and Title Commitment, notify Seller and Title Company of any objections to the Survey or Title Commitment related to the Property. If there are objections by Purchaser, Seller may, but shall not be required to attempt to satisfy them prior to Closing. Seller shall not be required to incur any cost in connection with the satisfaction of Purchaser's title objections. If Seller delivers written notice to Purchaser not later than the fifth (5th) calendar day after Seller's receipt of Purchaser's

objections that Seller is unable to satisfy such objections, or if Seller does not deliver written notice to Purchaser prior to the expiration of such five (5) day period stating that Seller will cure Purchaser's objections, Purchaser may either (i) waive such objections and accept title as Seller is able to convey, in which event, all matters set forth on the Title Commitment and Survey shall be deemed to have been approved by Purchaser and shall constitute "Permitted Exceptions" for purposes of this Agreement, or (ii) terminate this Agreement by written notice to Seller and the Title Company prior to the expiration of the Inspection Period without further liability to either Seller or Purchaser, except for obligations of Purchaser which survive termination of this Agreement.

3. **Purchaser Inspections.** At all times prior to Closing Purchaser and its agents, employees, or contractors shall have the right to enter upon the Property during regular business hours upon reasonable notice to Seller and conduct such inspections, tests and studies as Purchaser may deem necessary; provided, any intrusive testing shall require the prior written consent of Seller, not to be unreasonably withheld, conditioned, or delayed. Purchaser may enter the Property to conduct its inspection but shall be solely responsible for any damages caused thereby, and any claims arising therefrom except for any damages and/or claims to the extent caused by the gross negligence or willful misconduct of Seller. Purchaser shall restore any such damages within five (5) days after any entry on to the Property by Purchaser or any of its employees, agents, contractors or consultants. Purchaser shall be responsible for and shall pay all costs, liabilities, damages and expenses arising in connection with any entry on to or inspections of the Property by Purchaser or any of its employees, agents, contractors or consultants, except to the extent caused by the gross negligence or willful misconduct of Seller. Purchaser's obligations under this paragraph shall survive any termination of this Agreement.

4. **Closing.** The closing of the sale of the Property in accordance with the terms of this Agreement (the "Closing") shall occur on or before the Closing Date at the Title Company, or at such other time as may be agreed upon in writing by the parties. The Closing may be conducted remotely by the Title Company, and it will not be necessary for either party to physically attend the Closing.

5. **Closing Deliverables.**

(a) At the Closing, Seller shall deliver to the Title Company:

(i) a special warranty deed (the "Deed"), in form and substance reasonably acceptable to Seller and Purchaser, executed and acknowledged by Seller, conveying good and indefeasible title to the Property to Purchaser, free and clear of any and all encumbrances except the Permitted Exceptions (as defined in Section 8 hereof);

(iii) the Restriction Agreement, executed and acknowledged by Seller;

(iv) such other documents as may be reasonably required by Title Company in order to consummate the Closing and/or cause Title Company to issue a Texas owner's policy of title insurance (the "Owners Title Policy") in the amount of the Purchase Price, insuring such title to the Purchaser, subject only to the Permitted Exceptions, and including

all available amendments and/or endorsements reasonably required by Purchaser (all such amendments and/or endorsements being at Purchaser's sole cost and expense); and

(v) possession of the Property, free of parties in possession except for rights of third parties under the Permitted Exceptions.

(b) At the Closing, Purchaser shall deliver to Seller through the Title Company:

(i) the Purchase Price (inclusive of the Incentive Grant provided by Seller pursuant to the Incentive Agreement and applied as a credit toward the Purchase Price);

(iii) the Restriction Agreement, executed and acknowledged by Purchaser; and

(iv) such other documents as may be reasonably required by the Title Company.

6. **Taxes.**

Purchaser understands and acknowledges that the Property is presently exempt from the assessment of ad valorem taxes, which status will change upon conveyance of the Property to Purchaser. Seller shall **not** be responsible for payment of property taxes assessed against the Property for periods after the date of Closing, if any become due and payable. Notwithstanding anything in this Section 6 to the contrary, if the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of Chapter 23, Subchapter D, of the Texas Tax Code or under any other provision of law with respect to any period before the Closing, and if additional taxes, penalties, or interest are assessed pursuant to Texas Tax Code §23.55 or under the other provision of law, Purchaser will be responsible for the payment of these additional taxes that may be assessed by virtue of the change in ownership of the Property or the change in use of the Property following Closing.

7. **Closing Costs.**

(a) Seller hereby agrees to pay and be responsible for the following closing costs:

(i) All costs related to obtaining any release of mortgage and liens on the Property, including the costs or preparation and recording of any related releases of liens; and

(ii) All fees and basic premiums for the Owners Title Policy (but no fees associated with any costs for any amendments and endorsements to the Owners Title Policy);

(iii) One-half of Title Company's escrow fees;

(iv) Costs for any tax certificates issued;

(v) Seller's attorneys' fees, if any; and

(vi) Such other incidental costs and fees customarily paid by sellers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) Purchaser hereby agrees to pay and be responsible for the following closing costs:

(i) All fees and/or premiums for any amendments to and endorsements to the Owners Title Policy which Purchaser requests;

(ii) All fees and/or premiums for issuance of any title insurance policy for the benefit of any lender or mortgagee;

(iii) All costs and fees for the Survey;

(iv) One-half of Title Company's escrow fees;

(v) Recording fees for the special warranty deed and the Restriction Agreement;

(vi) Purchaser's attorneys' fees; and

(vi) Such other incidental costs and fees customarily paid by purchasers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

8. **Permitted Exceptions.** All the following shall be deemed to be "Permitted Exceptions" (so called herein) for purposes of this Agreement: (i) the lien for current taxes not yet due and payable, (ii) any matters shown on the Title Commitment which are promulgated by law to appear in any title insurance commitment or policy and which the Title Company does not agree to delete from the Owners Title Policy; provided, however, for purposes of the Deed and Seller's special warranty of title contained therein, the Permitted Exceptions will not include the promulgated general mineral exception set forth in the Title Commitment (i.e., for all leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals), (iii) any exceptions to title to which Purchaser does not timely object in accordance with Section 2(d) above or to which Purchaser objects but are subsequently waived by Purchaser, (iv) the reservation of mineral interests in favor of Seller as set forth in Section 11 below and other specific oil and gas leases and reservations of the mineral estate existing prior to the Effective Date and described in the Title Commitment, (v) items shown on the Survey, and (vi) any deed of trust lien or other lien against the Property created at Closing and arising by, through or under Purchaser. Subject to the foregoing, as a condition precedent to Purchaser's obligation to proceed with the Closing, at or prior to Closing Seller must resolve at Seller's sole cost, the items that are listed on Schedule C of the Title Commitment which are by their nature Seller's responsibility, remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Agreement, and use due diligence to cure the title and survey objections that Seller has agreed in writing to cure pursuant to Section 2(e) above, if any.

9. **Representations and Covenants.**

(a) Seller represents, warrants, and covenants to Purchaser that: (1) Seller has authority to enter into this Agreement, and that this Agreement represents the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms; (2) no person has any interests in or claims against the Property (other than as reflected by the Title Commitment) except for Purchaser pursuant to this Agreement; (3) except as may be set forth in the documents delivered by Seller to Purchaser pursuant to Section 2, Seller has no actual knowledge of any uncured violation of applicable laws, rules, regulations, codes or ordinances with respect to the Property, nor of any existence, release or disposal of any toxic or hazardous substance or waste upon or affecting the Property, nor of any pending or threatened litigation affecting the Property; (4) there are no contracts or agreements relating to the Property that will affect the Property after Closing; (5) there are no unpaid assessments for public improvements against the Property except those which have been disclosed on the Title Commitment; (6) Seller has no knowledge of any proposed assessments against the Property, and the Property is not subject to assessments for any street paving or curbing heretofore laid except for those which have been disclosed on the Title Commitment, if any; (7) Seller has no knowledge of any public plans or proposals for changes in road grade, access or other municipal improvements which would result in any assessment against Purchaser or the Property, nor of any pending ordinance authorizing improvements, the cost of which might be assessed against Purchaser or the Property; (8) Seller has not received written notice of, nor does Seller have any knowledge of, any pending or contemplated condemnation action with respect to any of the Property, its improvements, or its means of ingress and egress; (9) there is no litigation, action or proceeding pending or, to the best of Seller's knowledge, threatened against Seller relating to the Property and/or Seller's interest therein; and (10) Seller has not encumbered the Property, or taken any other action with respect to the Property which Seller knows or should know will materially adversely affect the development, lease or other transactions contemplated by this Agreement.

(b) Purchaser represents that it has authority to enter into this Agreement and that this Agreement represents the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms. The only representations made by any Party concerning the Property and this Agreement are as set out in this Section 9 and the Seller's special warranty title set forth in the Deed.

(c) The representations set forth in this Section 9 shall survive Closing.

10. **Property Sold As Is.**

(a) Except as specifically provided for herein and in the documents delivered at Closing, Purchaser hereby acknowledges and agrees that the sale of the Property hereunder is and will be made on an "as is, where is and with all faults" basis. The occurrence of Closing shall constitute an acknowledgment by Purchaser that the Property was accepted without representation or warranty, express or implied (except as otherwise specifically set forth herein and except for the special warranties of title set forth in the Deed).

(b) Except as otherwise specifically set forth in this Agreement and except for the special warranties of title set forth in the Deed, Seller hereby specifically negates and disclaims any representations, warranties or guaranties of any kind or character, whether express or implied, oral or written, past, present, future or otherwise, of, as to, concerning or with respect to the Property, including without limitation (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which Purchaser may elect to conduct thereon, (ii) the nature and extent of any right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or any other matter relating in any way to the Property, (iii) the compliance of the Property or its operation with any laws, ordinances or regulations of any government or other authority or body, (iv) the existence of any toxic or hazardous substance or waste in, on, under the surface of or about the Property, (v) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water and faulting, (vi) whether or not and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, flood prone area, floodplain, floodway or special flood hazard, (vii) drainage, (viii) zoning or land use restrictions rules and regulations to which the Property or any portion thereof may be subject, (ix) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric and including the utility availability capacities allocated to the Property by the relevant governmental or regulatory authority, (x) usages of adjoining property, (xi) access to the Property or any portion thereof, (xii) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, durability, structural integrity, operation, leasing, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (xiii) the potential for further development of the Property, or (xiv) the merchantability of the Property or fitness of the Property for any particular purpose (Purchaser affirming that Purchaser has not relied on Seller's skill or judgment to select or furnish the Property for any particular purpose, and that Seller makes no warranty that the Property is fit for any particular purpose).

(c) Purchaser agrees that as of the Closing it will have had the opportunity to examine and investigate the Property and that, in purchasing the Property, Purchaser is relying solely upon its own examination, study, inspection of the Property, Purchaser's knowledge of the Property, and Purchaser's determination of the value of the Property and uses to which the Property may be put, and not on any information provided or to be provided by Seller except for the representations and warranties specifically set forth herein and the special warranties of title set forth in the Deed.

(d) The provisions of this Section 10 shall survive the termination of this Agreement and the Closing.

11. **Reservation of Minerals; Waiver of Surface Rights.** Purchaser agrees that Seller, for itself and its successors and assigns, as their interests may appear, reserves from this conveyance unto Seller all oil, gas, and other minerals owned by Seller located in and under and that may be produced from the Property to the extent not reserved by prior grantors. The following language regarding Seller's reservation of minerals and waiver of surface rights shall be included in the Deed:

“There is hereby reserved for Grantor and Grantor’s successors and assigns, all of Grantor’s interest in the oil and gas minerals that are in, on and under the Property and that may be produced from it (“**Grantor’s Mineral Interest**”). Grantor hereby agrees that no wells will be drilled on the surface of the Property, and no facilities of any kind (including, but not limited to, roads, pipelines, flow lines, electric power lines, tank batteries or treaters) will be placed on the surface of the Property by Grantor or by any other third party acting pursuant to Grantor’s consent or authority; provided, that such facilities are permitted at levels below 500 feet below the surface of the Property to the extent that such facilities do not, in any manner whatsoever, interfere with the surface or subsurface support of the surface of the Property, including any improvements thereon. Grantor further hereby agrees that Grantor shall not have the right to use the surface of the Property, and Grantor hereby waives all rights to use the surface of the Property, for any purpose whatsoever, including, but not limited to the right of ingress and egress upon, across and over the surface of any of the Property for the purpose of mining, drilling, accessing, exploring, operating, treating, transporting or developing the Grantor’s Mineral Interest or performing seismic or other testing on the Property; *provided, however,* nothing herein contained shall be construed as waiving or preventing Grantor from exploring for, developing or producing the Grantor’s Mineral Interest or lands pooled or unitized therewith, by pooling, by directional or horizontal drilling (including, without limitation, fracturing and other completion techniques) under the Property from surface sites located on tracts other than the Property or by any other method that does not require ingress, egress or use of the surface of the Property; *provided further, however,* that the well bore for any oil or gas well or any other equipment that enters the subsurface of the Property shall be and remain at a depth of at least 1,000 feet below the surface of the Property; *provided, however,* that those operations shall in no manner interfere with the surface or subsurface support of the Property, including any improvements thereon.”

13. **Remedies.** If Purchaser defaults and fails to cure such default within five (5) business days after notice thereof from Seller, Seller’s sole remedy shall be to terminate this Agreement. If Seller defaults and fails to cure such default within five (5) business days after notice thereof from Seller, Purchaser may, as Purchaser’s sole and exclusive remedies, (i) seek specific performance or (ii) terminate this Agreement. Notwithstanding the foregoing, from and after the Closing or any termination of this Agreement Seller and Buyer each will have the right to pursue any and all rights and remedies available at law or in equity against the other party for (a) a breach of any covenant or agreement contained herein that is performable after and/or that expressly survives the Closing or such termination, and (b) for a breach of any representation or warranty made by the other party in this Agreement that survives the Closing and/or in any document delivered by such party in connection with the Closing. This Section 13 will survive the Closing.

15. **Notices.** Notices must be in writing and may be (a) hand delivered, (b) mailed by certified mail with return receipt requested, (c) sent by FedEx or other nationally recognized overnight courier, and/ or (d) sent by email with confirmation of delivery to the recipient’s server, in all cases sent to the addresses stated above. Notice given by delivery service shall be effective upon receipt at the address of the addressee; notice given by mail shall be effective three (3) business days after

the date of deposit in a receptacle of the United States Postal Service, postage prepaid and properly addressed; notice given by FedEx or other nationally recognized overnight courier shall be effective on the first business day after deposit with such courier for delivery on the next succeeding business day, with all charges paid by the sending party, and properly addressed; and notice sent by email shall be effective upon electronic confirmation of delivery to the recipient's email server if sent on a business day prior to 5:00 p.m. Central time (and if sent at other times then such transmission will be deemed received on the next succeeding business day). In addition, copies of all notices shall be provided simultaneously to the party's attorney at the addresses indicated above as a condition to the effectiveness thereof.

16. **Miscellaneous.**

(a) **Entireties.** This Agreement, the Restriction Agreement, and the Incentive Agreement contain the entire agreement of the parties pertaining to the purchase and sale of the Property. The parties agree there are no oral agreements, understandings, representations or warranties made by the parties that are not expressly set forth in this Agreement. Any prior written agreements, understandings, representations or warranties between the parties will be deemed merged into and superseded by this Agreement, unless it is clear from the written document that the intent of the parties is for the previous written agreement, understanding, representation or warranty to survive the execution of this Agreement.

(b) **Modifications and Waiver.** This Agreement may be amended only by an instrument in writing signed by both Seller and Purchaser. This Agreement may be terminated only in accordance with the terms of this Agreement or by an instrument in writing signed by both Seller and Purchaser. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver.

(c) **Assignment.** Neither Party may assign its rights under this Agreement without the prior written consent of the other Party; provided, however, that at any time prior to Closing Purchaser may, at its option, assign its rights, titles, and interests under this Agreement as to all or any part of the Property to any entity that controls, is controlled by, or is under common control with the original named Purchaser.

(d) **Effective Date.** The Effective Date of this Agreement ("Effective Date") shall be the date on which the following conditions have been satisfied:

- (i) authorized representatives of the parties have signed this Agreement; and
- (ii) a fully signed copy of this Agreement has been delivered to and receipted by the Title Company.

(e) **Deadlines and Other Dates.** All deadlines in this Agreement expire at 5:00 p.m. Central Time on the day of such deadline. If the final date of any period provided herein for the performance of an obligation or for the taking of any action falls on a Saturday, Sunday, or holiday,

then the end of such period shall be extended to the next day that is not a Saturday, Sunday, or holiday.

(f) Brokers. Both parties represent and warrant they have worked with no broker relative to this transaction and that no brokerage commission is due and payable upon the Closing. To the extent allowed by law, each party agrees to indemnify, defend, and hold the other party harmless from and against any costs, expenses or liability for any compensation, commission, fee, or charges that may be claimed by any agent, finder or other similar party, other than the named Seller's Broker, by reason of any dealings or acts of the indemnifying party.

(g) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes and constitute one and the same instrument; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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

(i) Law Governing. **THIS AGREEMENT SHALL BE EXCLUSIVELY AND IRREVOCABLY CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS; AND VENUE FOR ANY ACTION ARISING FROM THIS AGREEMENT SHALL EXCLUSIVELY AND IRREVOCABLY LIE IN THE STATE DISTRICT COURT OF DALLAS COUNTY, TEXAS. THE PARTIES AGREE TO SUBMIT TO THE PERSONAL AND SUBJECT MATTER JURISDICTION OF SAID COURT.** This provision shall survive the termination or expiration of this Agreement.

(j) Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the Closing shall survive.

(k) Time of the Essence. Time is of the essence with respect to each provision of this Agreement. Strict compliance with the times for performance is required.

(l) No Third Party Beneficiaries. No third parties shall be beneficiaries hereof or entitled to any rights or benefits hereunder.

(Signatures on Following Page)

SIGNED AND AGREED this ____ day of _____, 202__.

PURCHASER:

SIMONDS PARTNERS LLC

By: _____

Manager

SIGNED AND AGREED this ____ day of _____, 202__.

SELLER:

Seagoville Economic Development Corporation

By: _____

Patrick Stallings
Executive Director/President

RECEIPT OF AGREEMENT

Title Company acknowledges receipt of a copy of this Agreement executed by both Purchaser and Seller on the ____ day of _____, 202__.

By: _____

Name: _____

Title: _____

Town Square Title Company
310 N. 9th Street, Suite A
Midlothian, Texas 76065

EXHIBIT "A"
[Legal Description of Property]

EXHIBIT B

FORM OF PURCHASE AGREEMENT

[to be attached]

WHEN RECORDED RETURN TO:

City of Seagoville/SEDC
Attention: Patrick Stallings
702 N. Highway 175
Seagoville, Texas 75159

(Space Above For Recorder’s Use Only)

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

STATE OF TEXAS § RESTRICTION AGREEMENT
§ (With Option to Repurchase and Right of First
COUNTY OF DALLAS § Refusal)

This **RESTRICTION AGREEMENT** (“Restriction Agreement”) is made and entered into effective as of _____, 202__ (the “Effective Date”), by and between the **Seagoville Economic Development Corporation** (“SEDC”), a Texas non-profit corporation, and **SIMONDS PARTNERS LLC**, a Texas limited liability company, its successors and assigns (collectively “Developer”). SEDC and Developer may sometimes hereafter be collectively referred to as “Parties” or separately as “a Party” or “the Party”.

RECITALS

WHEREAS, SEDC and Developer previously entered into the Economic Development Incentive Agreement (defined below), pursuant to which SEDC agreed, upon exercise of the Option (defined below) by Developer in accordance with the Option Agreement (defined below) as to the Property (defined below), or any portion thereof acquired by Developer, to provide Developer with certain economic incentives for the acquisition and commercial development of the Property or any portion thereof, as more particularly described therein and subject to all the terms and conditions contained therein; and

WHEREAS, pursuant to the terms of the Economic Development Incentive Agreement, SEDC and Developer entered into the Option Agreement, pursuant to which SEDC granted to Developer an option to purchase all or part of the Property, in one or more parcels, at Developer’s election, for the Option Period (defined below);

WHEREAS, prior to the Effective Date, Developer exercised the Option to purchase that portion of the Property that is legally described on Exhibit A attached hereto (the “Subject Parcel”) in accordance with the Option Agreement, and, accordingly, SEDC and Developer entered into the Real Estate Purchase Agreement for the purchase and sale of the Subject Parcel; and

WHEREAS, as of the Effective Date, pursuant to the Real Estate Purchase Agreement, Developer has purchased the Subject Parcel from SEDC; and

WHEREAS, SEDC has, as a condition of the conveyance of the Subject Parcel to Developer, restricted the use of the Subject Parcel and required Developer to develop the Subject Parcel with the Infrastructure Improvements and Buildings in accordance with the terms and conditions set forth herein; and

WHEREAS, pursuant to the terms of the Economic Development Incentive Agreement, Developer now desires to grant SEDC the following rights in the event Developer fails to cause Commencement of Construction (hereinafter defined) in accordance this Restriction Agreement: (i) an option to repurchase the Subject Parcel, and (ii) a Right of First Refusal to purchase the Subject Parcel, in each case subject to the terms and conditions hereafter set forth;

NOW, THEREFORE, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Article I Property Subject to Declaration

For the term specified in Section 6.2, the Subject Parcel shall be owned, held, leased, transferred, sold, mortgaged and/or conveyed by Developer and any subsequent owners of all or any part of the Subject Parcel (as hereinafter defined) subject to the terms of this Restriction Agreement.

Article II Definitions

For purposes of this Restriction Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

“Building” shall mean each building constructed on the Subject Parcel for the Required Uses in accordance with the applicable Construction Plans, and shall further include other ancillary facilities such as reasonably required parking, drives, and landscaping, to the extent not previously provided and as then required by Developer or the applicable User(s) of the Subject Parcel and/or as required by applicable governmental laws, ordinances, rules, regulations, and requirements, all as more fully described in submittals filed with the City from time to time in order to obtain building permits.

“City” means the City of Seagoville, a Texas home rule municipality located in Dallas County, Texas and Kaufman County, Texas.

“Closing” means the closing of the purchase of the Subject Parcel by Developer from SEDC in accordance with the applicable Real Estate Purchase Agreement.

“Commencement of Construction” means, for the Building(s) to be located on the Subject Parcel and the Infrastructure Improvements related thereto, that all the following have occurred:

(i) the Construction Plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction thereof, (ii) all necessary permits for the construction thereof have been issued by the applicable governmental authorities, and (iii) grading of the Subject Parcel or other site work related to construction of Building and/or the Infrastructure Improvements (whether located above or below ground) has commenced.

“Completion of Construction” shall mean, for each Building, substantial completion of such Building and all Infrastructure Improvements necessary and related thereto, including passing of all required inspections thereof, all as evidenced by the issuance of a final certificate of occupancy by City for occupancy of the applicable Building.

"Construction Plans " means the plans and specifications sufficient for the construction of one or more Buildings on the Subject Parcel and all Infrastructure Improvements necessary and related thereto (including civil, architectural, grading, and site plans) in accordance with all City Ordinances and any design plans approved by the City.

“Economic Development Incentive Agreement” means that certain Economic Development Incentive Agreement dated _____, 2023, between SEDC and Developer relating to the SEDC’s provision of the Purchase Grant and Developer’s agreement to the conditions related thereto, as may be amended or assigned from time to time in accordance with the terms thereof.

“Force Majeure” means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, City delay of permits or other approvals, government or de facto governmental action (unless caused by acts of omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, adverse weather conditions, transportation delays or difficulties, shortages of materials or labor, financial institution shutdowns, electronic funds transfer delays or difficulties, and economic disruptions.

“Improvements” means, collectively, all Buildings and Infrastructure Improvements.

“Infrastructure Improvements” shall mean, for each Building, all necessary or required driveways, parking facilities, exterior lighting, water and wastewater lines, landscaping and other ancillary facilities located on the Subject Parcel and serving such Building, all as more fully described in the Construction Plans for each Building filed with the City from time to time in order to obtain building permits for the applicable Building.

"Official Records" means the Official Public Records of Dallas County, Texas.

“Option” means the exclusive right and option in favor of Developer to purchase all the Property or part(s) thereof at the price and under the terms set forth in the Option Agreement.

“Option Agreement” means that certain Option Agreement dated effective as of the Option Effective Date, by and between SEDC and Developer, recorded as Document No. [*] in the Official Records, as may be amended or assigned from time to time in accordance with the terms thereof.

“Option Effective Date” means _____, 2023.

“Option Period” has the meaning given to it in the Option Agreement.

“Property” means the two parcels of real property consisting of a total of approximately 5.677 acres and being comprised of : (i) an approximately 1.153 acres parcel described as Lot 2 Block 1 of Seagoville Place, commonly known as 2110 North U.S. Highway 175, and (2) an approximately 4.524 acres parcel described as Lot 1, Block 1 of Replat of part of Seagoville Place, commonly known as 2108 North U.S. Highway 175, both being located in Seagoville, Dallas County, Texas. The two parcels may be later replatted as one parcel and, upon such event, the definition of “Property” shall refer to the one replatted parcel.

“Purchase Grant” means the economic development grant provided by SEDC to Developer to reduce the purchase price for the Subject Parcel as defined in the Real Estate Purchase Agreement and the Economic Development Incentive Agreement.

“Real Estate Purchase Agreement” means that certain Real Estate Purchase Agreement dated effective as of _____, 20____, as amended or assigned, by and between SEDC and Developer, concerning the purchase and sale of the Subject Parcel.

“Repurchase Option Commencement Date” means the date of Closing for the Subject Parcel.

“Repurchase Option Period” means that period of time commencing on the Repurchase Option Commencement Date, and ending on the earlier of (a) Commencement of Construction, or (b) the Repurchase Option Termination Date.

“Repurchase Option Termination Date” means the seventh (7th) anniversary of the Repurchase Option Commencement Date.

“Repurchase Price” means an amount equal to the purchase price paid by Developer to SEDC for the Subject Parcel at the Closing of the transaction contemplated in the Real Estate Purchase Agreement, less an amount equal to the total of the following:

- (a) the amount of the Purchase Grant for the Subject Parcel; and
- (b) an amount equal to all closing costs paid or incurred by SEDC at the closing of the transactions contemplated in the Real Estate Purchase Agreement, as outlined in the settlement statement for the transaction.

“Required Uses” shall mean the development, use, and operation of the Buildings after Completion of Construction for retail, restaurant, hotel, motel, bank, specialty retail, convenience store, gas station, and/or drug store use and provision and operation of related amenities, all open and available to the public.

“User” means any third party to whom Company sells or leases the Subject Parcel, or a portion thereof (or leases space within a Building on the Subject Parcel), for such third party to engage in one or more of the Required Uses.

Article III Repurchase Option

3.1 **Grant of Repurchase Option.** In consideration of TEN AND NO/100 DOLLARS (\$10.00), in hand paid by SEDC to Developer and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by Developer, and subject as hereinafter provided, Developer hereby grants to SEDC during the Repurchase Option Period an option to repurchase the Subject Parcel upon the terms and conditions set forth in this Article III (the “Repurchase Option”).

3.2 **Time for Exercising Option.** Subject to Section 3.3, below, if Developer fails to cause Commencement of Construction of the Improvements on the Subject Parcel to occur on or before the applicable deadline therefor set forth in Section 4.2 of the Economic Development Incentive Agreement and such failure continues beyond the notice and cure period provided by such Section 5.1(c) of the Economic Development Incentive Agreement, then SEDC shall have the right, but not the obligation, to exercise the Repurchase Option to repurchase the Subject Parcel for the Repurchase Price, in accordance with the provisions of Article V below, by providing written notice thereof to Developer (the “Repurchase Exercise Notice”) at any time after the expiration of the aforementioned notice and cure period and prior to the end of the Option Period, provided that said failure persists as of the date of SEDC’s exercise of the Repurchase Option.

3.3 **Force Majeure.** In the event of Force Majeure, Developer shall have such additional time to cause Commencement of Construction or Completion of Construction, as the case may be, so long as Developer is diligently and faithfully pursuing the same, to the extent reasonably possible given the nature of the Force Majeure and presents such documentation as may be reasonably required by SEDC to support the extension of the deadlines for Commencement of Construction or Completion of Construction. The commencement and termination dates of the Repurchase Option Period shall be extended for the same number of days that the performance of Developer with respect to Commencement of Construction or Completion of Construction is extended by Force Majeure.

3.4 **Repurchase Option Estoppel.** Upon the written request of Developer, SEDC, if true, agrees to execute and deliver an Estoppel Certificate, in recordable form, which, at the discretion of Developer, Developer may record in the Official Records confirming that, as of such date: (i) SEDC is unaware of any event which has occurred which would allow SEDC to exercise the Repurchase Option, or (ii) the Repurchase Option has terminated (the "Repurchase Option Estoppel").

3.5 **Sole Remedy.** SEDC's sole and exclusive remedy pursuant to this Restriction Agreement for Developer's failure to comply with the deadlines set forth herein shall be the exercise of the Repurchase Option and repurchase of the Subject Parcel in accordance with Article V, below; provided, however, such remedy shall be in addition to and cumulative of any remedies available to SEDC pursuant to the Economic Development Incentive Agreement.

Article IV

Right of First Refusal

4.1 **Grant.** Subject to the terms and conditions hereinabove and hereinafter set forth, Developer hereby agrees that SEDC shall have, and hereby grants to SEDC, during the period commencing upon the Effective Date and ending upon the Commencement of Construction (the “ROFR Period”), a right of first refusal (the “ROFR”) to purchase the Subject Parcel, on the terms and conditions set forth herein.

4.2 **Notice of Third-Party Offer.** During the ROFR Period, if Developer receives a bona fide offer from an unaffiliated third party (each a “Prospective Purchaser”) for the purchase and sale of the Subject Parcel or any portion thereof, including but not limited to an offer from any governmental authority to purchase a fee simple interest in the entire Subject Parcel under threat of the exercise of eminent domain by such authority, and if Developer intends to accept any such offer received from a Prospective Purchaser, then Developer shall give notice thereof in writing to SEDC (the “Third Party Notice”) before Developer accepts any such offer. The Third Party Notice shall include a copy of any written offer made by Developer to the applicable Prospective Purchaser, or received by Developer from the applicable Prospective Purchaser, whether the purchase price is to be paid in cash, securities or evidenced by promissory notes, and the other material terms and conditions of such offer.

4.3 **SEDC’s Exercise of ROFR.** For a period of thirty (30) days after receipt by SEDC of the Third Party Notice (the “ROFR Election Period”), SEDC shall have the right to repurchase the Subject Parcel or portion thereof which is the subject of the Third Party Notice, upon the same terms and price as set forth in the Third Party Notice or for the Repurchase Price, whichever is deemed by SEDC to be more favorable to SEDC (the “ROFR Price”). The ROFR may be exercised by SEDC by providing written notice to Developer (the “ROFR Exercise Notice”) not later than thirty (30) days after SEDC’s receipt of the Third Party Notice. The ROFR Exercise Notice shall indicate acceptance of the terms set forth in the offer as recited in the Third Party Notice, or the Repurchase Price as the ROFR Price, as applicable.

4.4 **SEDC Fails to Exercise ROFR.** In the event SEDC does not elect to exercise the ROFR during the thirty (30) day period following its receipt of the Third Party Notice:

(a) Developer may sell the Subject Parcel, or the portion thereof described in the Third Party Notice, as applicable, at the price and on the terms and conditions described in the Third Party Notice during the one hundred eighty (180) day period following the expiration of the ROFR Election Period; and

(b) SEDC shall execute and deliver to Developer an acknowledgement, in recordable form, evidencing its waiver of its ROFR with respect to such sale. Developer agrees not to sell the Property, or portion thereof, during the ROFR Period at any lower price, on any terms or conditions more favorable in any material respect to the buyer than those set forth in the Third Party Notice or at any time after expiration of the one hundred eighty (180) day period described above without first giving SEDC the opportunity to exercise the ROFR at such different price, on such altered terms and conditions, or at such later time.

4.5 **No Release of Restrictions Required.** SEDC's failure to exercise the ROFR shall not constitute a release of the Repurchase Option, SEDC's rights to repurchase the Property pursuant to the Repurchase Option, the SEDC's right to recover pursuant to the Economic Development Incentive Agreement, or the obligations of any subsequent owner of the Property to comply with the obligations of this Restriction Agreement during such periods of time that such obligations are binding on the Subject Parcel.

4.6 **Excluded Transactions.** Notwithstanding anything to the contrary contained in this Agreement, the ROFR will not be applicable to any of the following transactions; provided, however, that the ROFR and the provisions of this Article IV will be binding upon any User, purchaser, or transferee that takes title to the Subject Parcel or any portion thereof pursuant to one of the transactions described in subitems (a) and (b) below (and the heirs, successors, and assigns of any such User, purchaser, or transferee) for the ROFR Period:

(a) any sale of the Subject Parcel, or any portion thereof, to a User meeting the following requirements: (i) such User's intended use of the Subject Parcel, or the applicable portion thereof being conveyed to such User, is for a Required Use consistent with the development of the Subject Parcel, or the applicable portion thereof being conveyed to such User, as shown by the Construction Plans for the Subject Parcel (or the applicable portion thereof being conveyed to such User) that have been approved by all applicable governmental authorities prior to the completion of such transfer, and (ii) if applicable, such User has been approved by SEDC as the "Transferee" of the Subject Parcel (or the applicable portion thereof being conveyed to such User) pursuant to Section 2(b) of the Option Agreement; or

(b) in the event of a sale, transfer, or assignment of Developer's interest in the Subject Parcel in connection with the foreclosure of any deed to secure debt, mortgage, or other similar security instrument, whether by judicial or non-judicial sale, or any deed or assignment in lieu of foreclosure, covering Developer's fee interest in the Subject Parcel; or

(c) the conveyance of less than all the Subject Parcel to a condemning authority pursuant to an action in eminent domain or any conveyance made under threat of any such action.

Article V

Terms of Sale Upon Exercise of Right

5.1 **Effect of Exercise of the Right.** Upon any timely exercise of the Repurchase Option or the ROFR (collectively, the "Right") by SEDC in accordance with the foregoing provisions, the conveyance of the Subject Parcel, or the applicable portion thereof, to SEDC shall be in accordance with the provisions in this Article V.

5.2. **Title, Survey, and Environmental Reports.**

(a) Not later than the fifteenth (15th) business day after the exercise of the Right, Developer shall, at Developer's expense, deliver or cause to be delivered to SEDC the following items (collectively, "Title Commitment"):

(i) a current commitment for an Owner's Policy of Title Insurance from the Town Square Title Company, Attn: Jessica Barton, Escrow Officer, 310 N. 9th Street, Suite A, Midlothian, Texas 76065, Telephone: (972) 935-0800, Facsimile: (972) 938.1045, E-Mail: jbarton@townsquaretitle.com (the "Title Company"), for the portion of the Subject Parcel to be conveyed to SEDC, setting forth the state of title to the Property or portion thereof together with any easements or restrictions (existing or created pursuant hereto) benefiting or burdening the Property, together with all exceptions or conditions to such title;

(ii) copies of all documents referenced in the Title Commitment;

(iii) any environmental studies or reports that Developer may have in its possession with respect to the Subject Parcel;

(iv) copies of all leases and rental agreements creating a leasehold interest in any portion of the Subject Parcel, if any; and

(v) tax certificate(s) regarding the payment of ad valorem taxes for current and prior years.

Developer does not make any representation or warranty whatsoever, whether express or implied, as to the completeness, content, or accuracy of any of the studies and reports provided to Purchaser pursuant to subitem (ii) above, and any reliance thereon by SEDC is at SEDC's own risk.

(b) Upon any exercise of the ROFR, SEDC shall have the right, at its sole option, to cause a boundary or "as-built" survey of the Subject Parcel to be made by a registered professional property surveyor selected by SEDC (the "Survey"). Such Survey shall be made at the sole cost and expense of SEDC.

(c) SEDC shall, not later than twenty (20) days after SEDC's receipt of the last of the Survey and Title Commitment, notify Developer and Title Company in writing of any objections to matters shown by the Survey or Title Commitment. If there are objections by SEDC, Developer shall in good faith attempt to satisfy them prior to Closing, but Developer shall not be obligated to incur any cost or liability in doing so, nor shall Developer have any obligations to cause there to be made any revisions to the Survey. If Developer is unable to satisfy all of SEDC's objections within ten (10) calendar days after Developer's receipt of SEDC's objections (the "Cure Period"), then SEDC shall, as its sole remedy therefor, either (i) waive such objections and accept title to the Subject Parcel as Developer is able to convey, or (ii) terminate the exercise of the Right by written notice to Developer and the Title Company within seven (7) business days after the expiration of the Cure Period.

5.3 **Closing.**

(a) The closing of the sale of the Property or portion thereof identified in the notice exercising the Right (the "Closing") shall occur not later than sixty (60) calendar days following the date of exercise of the Right unless otherwise extended by written agreement of Developer and SEDC.

(b) At the closing, Developer shall deliver to SEDC:

(i) a special warranty deed (the "Special Warranty Deed"), in form and substance substantially similar to the form used to convey the Property to Developer pursuant to the Purchase Agreement, conveying good and indefeasible title to the Property and/or the survey obtained by City (whichever is the most accurate description) to City, free and clear of any and all encumbrances except the Permitted Exceptions; provided, however, such deed shall not contain any reservation of oil, gas, or other minerals except as may have been reserved prior to the conveyance of the Subject Parcel from SEDC to Developer;

(ii) possession of the Property described in the notice of the exercise of the Right, free of parties in possession except for the rights of third parties as set forth in the Permitted Exceptions.

(c) At closing SEDC shall pay in cash or by certified or cashier's check the Repurchase Price or the ROFR Price as determined by Section 4.3, whichever is applicable.

5.4 **Taxes.** Ad valorem taxes, assessments, and any other charges against the Property and/or Improvements conveyed to SEDC pursuant to this Article V shall be prorated as of the Closing Date for the current year, and paid by Developer at Closing in accordance with Texas Tax Code §26.11. Developer will be responsible for all such items which accrue prior to the Closing Date during its tenure of ownership, and SEDC will be responsible for all such items which accrue on and after the Closing Date. Taxes and assessments for all prior years for Developer's tenure of ownership shall be paid by Developer.

5.5 **Closing Costs.**

(a) Developer will pay and be responsible for the following closing cost:

(i) the cost of all tax certificates relating to all taxes and other assessments incurred or arising in relation to the Property;

(ii) all fees and premiums for Basic Owner's Title Policy, excluding any deletions from, or modifications of or endorsements to the Basic Owner's Title Policy;

(iii) one-half (1/2) of the Title Company's escrow fees;

(iv) all recording fees;

(v) all costs and expenses incurred by or on behalf of Developer, including Developer's attorney's fees;

(vi) all costs related to obtaining any releases of liens on the portion of the Property conveyed relating to any loans secured by a deed of trust lien on said property; and

(vii) such other incidental costs and fees customarily paid by sellers of real property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

(b) SEDC hereby agrees to pay and be responsible for the following closing cost:

(i) all fees and premiums for the Survey;

(ii) one-half (1/2) of the Title Company's escrow fees;

(iii) all fees and premiums for any deletions from, or modifications of or endorsements, to the Basic Owner's Title Policy;

(iv) all costs and expenses incurred by or on behalf of SEDC, including SEDC's attorneys' fees; and

(v) such other incidental costs and fees customarily paid by purchasers of property in Dallas County, Texas, for transactions of a similar nature to the transaction contemplated herein.

5.6 **Permitted Exceptions.** SEDC acknowledges and agrees that the Property conveyed pursuant to this Article V will be conveyed by Developer at closing subject only to the following matters: (i) such easements, conditions, restrictions, and other matters that were listed in the deed for the Subject Parcel from the SEDC to Developer or that otherwise affected the Subject Parcel at the time of the conveyance of the Subject Parcel by SEDC to Developer, even if not listed in such deed, (ii) utility easements granted by subdivision plat, (iii) easements granted by instrument subsequent to the purchase of the Subject Parcel by Developer and approved by SEDC in order to facilitate the construction and/or use of the Building(s) and the Infrastructure Improvements thereon in the manner shown by the Construction Plans; and (iv) such other matters as SEDC may waive, or as Developer is not otherwise obligated to cure or remove.

5.7 **Conveyance As Is.** SEDC acknowledges and agrees that the Subject Parcel, or portion thereof, conveyed pursuant to this Article V will be conveyed "AS IS" with improvements then existing thereon, including but not limited to all Infrastructure Improvements that have then been constructed, if any, as well as all faults and defects, whether patent or latent, existing as of the Closing. Except with respect to the special warranty of title as set forth in the Special Warranty Deed, SEDC acknowledges and agrees that Developer will be making no representations, warranties, guarantees, statements or information, express or implied, pertaining to the Property, its condition, or any other matters whatsoever, made to or furnished to SEDC by Developer or any employee or agent of Developer, except as specifically set forth in this Restriction Agreement. This paragraph will survive the Closing.

Article VI Restrictions

6.1 **Use of Property; Buildings.** No building shall be constructed, reconstructed, erected, altered, or placed on any portion of the Subject Parcel other than the Improvements or other structures that will be used in conformance with the Required Uses. The Buildings shall not be used for any purpose other than the Required Uses.

6.2 **Term of Restrictions.** The restrictions set forth in Section 6.1 above shall commence on the Effective Date and continue thereafter until the fifth (5th) anniversary date of the expiration of the later of the following dates (the earlier of such dates being the “Expiration Date”): (i) the date the first final certificate of occupancy is issued by the City to any owner or occupant of a Building on the Subject Parcel for one or more of the Required Uses; and (ii) the first date a business located in a Building on the Subject Parcel is open for business and serving the general public for one or more Required Uses. On the Expiration Date, the restrictions set forth in Section 6.1 above automatically will expire and this Restriction Agreement will be of no further force or effect. Upon a written request made after the Expiration Date by Developer or its successor(s) as the owner(s) of the Subject Parcel, SEDC shall execute and deliver to such requesting party or parties an acknowledgement, in recordable form, confirming the expiration of the restrictions in Section 6.1 above and the termination of this Restriction Agreement, provided that SEDC’s failure to provide such acknowledgement will not affect the automatic expiration of such restrictions and the termination of this Agreement as provided herein.

Article VII Miscellaneous

7.1 **Enforcement.** SEDC shall have the right, but not the obligation, to enforce this Restriction Agreement and any covenants and restrictions contained herein, as the same may be amended as herein provided. Subject to the limitation set forth in Section 6.1, above, enforcement of the provisions set forth in Section 6.1 contained herein may be exercised after failure of any person or persons violating or attempting to violate any covenants or restrictions to cure such violation or breach within two (2) thirty (30) day notice periods after receipt of written notice thereof, by proceeding at law or in equity, against any person or persons violating or attempting to violate any covenants or restrictions, to restrain violation or to recover damages, and failure to enforce any covenant, restriction or condition shall not be deemed a waiver of the right of enforcement either with respect to the violation in question or any other violation. This Restriction Agreement is not intended to restrict the rights of the City Council of the City of Seagoville to exercise its legislative duties and powers insofar as the Property is concerned. For further remedy, Developer, for itself, its successors, and assigns agrees that City, as a third party beneficiary to this Restriction Agreement, may withhold building permits, development approvals, certificates of occupancy and/or final inspection necessary for the lawful use of any portion of the Property not then in compliance with the Required Use. The rights of SEDC under this Restriction Agreement may not be waived or released except pursuant to an amendment or termination approved in accordance with the provisions hereof, except by expiration of such rights as expressly provided by the terms of this Agreement. The rights of SEDC, and the City as third party beneficiary hereof, to enforce the provisions of this Restriction Agreement are in addition to and cumulative of any remedies

which SEDC or the City have pursuant to the provisions of the Economic Development Incentive Agreement.

7.2 **Amendment.** Other than the expiration or termination of certain provisions of this Restriction Agreement as expressly provided by the terms hereof, no amendment or termination of this Restriction Agreement shall be effective unless and until approved by Developer and SEDC; provided, however, SEDC may, without the consent of Developer, terminate and release the restrictions set forth in Section 6.1. In the event Developer, or subsequent owner of the Property desires to change, amend or alter the covenants, conditions or restrictions as set forth herein, Developer, or subsequent owner, as the case may be, shall file a written application for such change or amendment with SEDC, which shall approve or deny such application in whole or in part within thirty (30) days after receipt of such application. Any change or amendment approved by SEDC shall not be effective unless and until an instrument executed by SEDC's President or Executive Director is recorded in the Official Public Records in the office of the Dallas County Clerk.

7.3 **Notices.** All notices, requests, demands or other communications required or permitted hereunder shall be in writing and shall be deemed to have been fully and completely made when given by hand, by confirmed facsimile transmission, by overnight delivery by Federal Express or other reliable courier or the mailing of such by registered or certified mail, addressed as follows:

If intended for SEDC, to:

Patrick Stallings, Executive
Director/President
SEDC
702 N. Highway 175
Seagoville, Texas 75159
Facsimile No. (972) 287-3891

With a copy to:

Victoria Thomas
Nichols, Jackson, Dillard, Hager &
Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Facsimile No. (214) 965-0010

If intended for the Developer, to:

Simonds Partners LLC
c/o Altera Fund Advisors
Attn: Brad Kempson
5910 N. Central Exwy, Suite 1360
Dallas, Texas 75206
Telephone: (214) 238-8007
E-mail: brad.kempson@outlook.com

Simonds Partners LLC
c/o Altera Fund Advisors
Attn: Judge McStay
5910 N. Central Exwy, Suite 1360
Dallas, Texas 75206
Telephone: (469) 713-4103
Email: jmcstay@alteradevco.com

With a copy to:

Walls Landry Baker & Oliver PLLC
Attn: Alex Oliver
3508 Far West Blvd., Suite 170
Austin, Texas 78731
Telephone: (512) 306-8600
E-mail: aoliver@wlbofirm.com

Any party may at any time and from time to time by notice in writing to the other party hereto change the name or address of the person to who notice is to be given as hereinbefore provided.

7.4 **Successors and Assigns.** This Restriction Agreement shall bind, and inure to the benefit of, the parties and their respective successors and assigns.

7.5 **Governing Law.** This Restriction Agreement is entered into and is intended to be performed in the State of Texas, and the validity, enforceability, interpretation and construction hereof shall be determined and governed by the laws (other than conflict of laws provisions) of the State of Texas. Venue for any action under this Restriction Agreement shall be in the state district court of Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

7.6 **Recording.** The parties agree that the SEDC may record this Restriction Agreement in the Official Public Records in the office of the Dallas County Clerk. SEDC agrees to execute and file a release of this Restriction Agreement, or the Restriction, Option, ROFR or other applicable portion of this Restriction Agreement, as appropriate, in said records upon request of Developer after the expiration or termination of this Restriction Agreement, or the Restriction, Option, ROFR, or other applicable portion of this Restriction Agreement.

7.7 **Covenants Run with the Property.** This Restriction Agreement and the restrictions, covenants, and conditions set forth herein are for the purpose of protecting the value and desirability of the Property and accomplishing certain public purposes of the City of Seagoville and, consequently, shall run with the Property and be binding on the Developer and all parties having all right, title, or interest in the Property, in whole or in part, and their heirs, successors and assigns. These covenants, conditions and restrictions shall be for the benefit of SEDC and the City. This Restriction Agreement is binding upon Developer and each and every subsequent owner, tenant, subtenant, licensee, manager, and occupant of all or any portion of the Property, but only during the term of such party's ownership, tenancy, license, management or occupancy of the Property, for which such party shall remain liable and shall be binding upon and inure to the benefit of SEDC, City, and their successors and assigns. It is expressly understood and agreed that acceptance of title to all or a portion of the Property shall automatically, and without further acknowledgement or confirmation from the owner, constitute such owner's assumption of the obligations of Developer hereunder.

7.8 **Severability.** Invalidation of any one of these covenants, conditions, or restrictions by judgment or court order shall in no way affect any other provisions, and all other provisions shall remain in full force and effect.

7.9 **Entire Agreement.** This Agreement and the Economic Development Incentive Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no statement, promise, representation or modification hereof or to the Economic Development Incentive Agreement by any person, if any, and whether oral or written, shall be binding upon any party.

7.10 **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 a number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

(Signatures on Following Page)

SIGNED AND AGREED on this _____ day of _____, 202__.

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Patrick Stallings,
SEDC Executive Director/ President

SEDC's Acknowledgment

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

Before me, the undersigned authority, this _____ day of _____, 202__, appeared Patrick Stallings, who acknowledged on his oath that he is the President and Executive Director of Seagoville Economic Development Corporation, a Texas non-profit corporation, and that he has signed the foregoing Restriction Agreement on behalf of Seagoville Economic Development Corporation after first having been duly authorized so to do.

Notary Public, State of Texas

My Commission expires:

Exhibit "A"
Legal Description of Subject Parcel

[see attached page]

EXHIBIT C

FORM OF MEMORANDUM

MEMORANDUM OF OPTION AGREEMENT

Seagoville Economic Development Corporation, a Texas non-profit corporation (“Grantor”), and **Simonds Partners LLC**, a Texas limited liability company (“Grantee”), entered into that certain Option Agreement (the “Agreement”) dated effective as of _____, 2023 (the “Effective Date”). Pursuant to the Agreement, Grantee has the right to purchase the real property described on Exhibit A attached hereto (the “Property”) during the Option Period (defined below). Grantor and Grantee may each be referred to herein as a “Party” and collectively as the “Parties”.

The “Option Period” means the period beginning on the Effective Date and expiring at 6:00 p.m. Dallas, Texas time on the date that is the fifth (5th) anniversary of the Effective Date. Grantee shall have the right to extend the Option Period for an additional three (3) years if Grantee is then engaged in good faith negotiations of one or more letters of intent with one or more potential third-party user(s) of all or a portion of the Property, as more particular described in the Agreement. If Grantee exercises the extension of the Option Period as and when required by the Agreement, then the Option Period will be extended to expire at 6:00 p.m. Dallas, Texas time on the date that is the eighth (8th) anniversary of the Effective Date.

The Agreement will automatically terminate and be no further force or effect (except for any provisions thereof which expressly survive termination) upon the earliest of the following to occur: (a) Grantee’s acquisition of all the Property (in one or more transactions); (b) the expiration of the Option Period; or (c) Grantor’s acquisition of the Property (or any portion thereof) from Grantee pursuant to either the repurchase option or the right of first refusal set forth in the Restriction Agreement (as defined in the Agreement) recorded against the Property (or such portion thereof) pursuant to the terms of the applicable Purchase Agreement (as defined in the Agreement). Further, if, as of the date that is thirty (30) months after the Effective Date, Grantee has not exercised the Option to purchase all or a part of the Property pursuant to the Agreement, then Grantor shall have the right, at Grantor’s option, to terminate the Agreement by written notice given to Grantee at any time prior to Grantee’s exercise of the Option as to all or part of the Property pursuant to the Agreement. For purposes of the immediately preceding sentence, Grantee’s exercise of the Option as to part of the Property that is rejected by Grantor shall still constitute Grantee’s exercise of the Option as to part of the Property, notwithstanding that such exercise was rejected (or deemed rejected) by Grantor pursuant to the terms of the Agreement (and, therefore, Grantor shall not have the right to terminate the Agreement as provided by the immediately preceding sentence). Upon any termination of the Agreement pursuant to this paragraph, Grantee’s option to purchase the Property will terminate and the Parties’ respective rights and obligations under the Agreement will terminate, except for those obligations that

expressly survive the expiration or termination of the Agreement. Notwithstanding anything to the contrary contained herein, Grantor's termination of any Purchase Agreement due to a failure of Grantee to consummate the closing of the acquisition of all or any part of the Property covered by such Purchase Agreement shall not result in the termination of the Agreement and/or the Option.

All other provisions pertaining to the Property, including the determination of the price to be paid by Grantee for the Property, shall be governed by the Agreement. Reference is hereby made to the Agreement, which is hereby incorporated herein by reference, for complete statement of the respective rights and obligations of Grantor and Grantee, and in the event of any conflict between the terms of the Agreement and this instrument, the Agreement shall in all events control. Any capitalized terms used in this instrument and not otherwise expressly defined herein have the meanings given to them in the Agreement.

The rights granted hereby shall inure to the benefit of and shall be binding upon Grantor and Grantee, and their respective legal representatives, executors, administrators, successors, heirs, and permitted assigns.

This Memorandum of Agreement may be amended only by a written instrument signed by both Grantor and Grantee and recorded in the real property records of Dallas County, Texas.

[ADD SIGNATURE PAGES AND EXHIBITS PRIOR TO EXECUTION]

4885-0476-5600, v. 1

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

This Economic Development Incentive Agreement (“Agreement”) is made by and between the Seagoville Economic Development Corporation (“SEDC”) and SIMONDS PARTNERS LLC, a Texas limited liability company (“Company”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, Company is an entity comprised of principals with extensive experience providing investment, leasing and management services to investors and tenants in the Dallas/Fort Worth region; and

WHEREAS, Company desires to purchase all or a portion of the Property (as hereafter defined and as depicted on Exhibit “A” hereto) from SEDC and intends to construct or cause to be constructed on the Property, or such portion(s) thereof purchased by Company, the Improvements (as hereafter defined) and attract users to purchase or lease the Property, or such portion(s) thereof purchased by Company, for one or more of the Required Uses (as hereafter defined); and

WHEREAS, the Company intends to make, or cause to be made, a Capital Investment of approximately Four Hundred Thirty Thousand Dollars (\$430,000.00), or a prorated portion thereof for any purchase by the Company of less than all the Property, in the Improvements to be located on the portions of the Property purchased by Company; and

WHEREAS, Company has advised SEDC that a contributing factor that would induce Company to purchase the Property, or portion(s) thereof, and cause the construction and occupation of the Improvements on the Property for the Required Uses would be an agreement by SEDC to provide an economic development incentive grant to Company to defray the cost of the acquisition of the Property or such portion(s) thereof acquired by Company; and

WHEREAS, when constructed and occupied for the Required Uses, the Improvements, as defined more fully herein, will provide for the promotion and creation of new and expanded business enterprises in the City will result in the creation of new jobs; and

WHEREAS, the Development Corporation Act, Chapter 501-505 of the Texas Local Government Code (the “Act”) authorizes the SEDC to provide economic development grants for the creation of new business opportunities and the creation and retention of primary jobs; and

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

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

NOW THEREFORE, in consideration of the foregoing, and other consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

Article I Definitions

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them:

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

“Buildings” shall mean one or more buildings constructed on the Property (or portion(s) thereof) for the Required Uses in accordance with the applicable Construction Plans (defined below), and shall further include other ancillary facilities such as reasonably required parking, drives, and landscaping, to the extent not previously provided and as then required by Company or the applicable User(s) of the Property (or the applicable portion thereof) and/or as required by applicable governmental laws, ordinances, rules, regulations, and requirements, all as more fully described in submittals filed with the City from time to time in order to obtain building permits.

“Capital Investment” shall mean the aggregate of the total costs of (a) design, permitting, and construction of the Improvements (inclusive of all hard and soft costs) on the Property made by Company and/or other third parties, but not including costs related to the purchase of the Property, and (b) the furniture, fixtures, and equipment installed at the Property (or the applicable portion thereof) by Company and/or the Users (as hereafter defined).

“City” shall mean the City of Seagoville, Texas, a home rule municipality.

“Closing” means each closing of the purchase of all or part of the Property by Company in accordance with the applicable Real Estate Purchase Agreement (as hereafter defined).

“Commencement Date” for any Parcel shall mean the later of: (i) the date the first final certificate of occupancy is issued by the City to any owner or occupant of a Building on such Parcel for one or more of the Required Uses; and (ii) the date a business located in a Building on such Parcel is open for business and serving the general public for one or more Required Uses.

“Commencement of Construction” means, for any Building and the Infrastructure Improvements related thereto, that all the following have occurred: (i) the Construction Plans (as hereafter defined) have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction thereof, (ii) all necessary permits for the construction thereof have been issued by the applicable governmental authorities, and (iii) grading of the Property or other site work related to construction of Building and/or the Infrastructure Improvements (whether located above or below ground) has commenced.

“Company” shall mean Simonds Partners LLC, a Texas limited liability company and its successors and assigns.

“Completion of Construction” shall mean, for each Building, substantial completion of such Building and all Infrastructure Improvements necessary and related thereto, including passing of all required inspections thereof, all as evidenced by the issuance of a final certificate of occupancy by City for occupancy of the applicable Building.

"Construction Plans" means the plans and specifications sufficient for the construction of one or more Buildings on the Property and all Infrastructure Improvements necessary and related thereto (including civil, architectural, grading and site plans) in accordance with the Zoning Ordinance, all City Ordinances, and any design plans approved by the City.

“Cracker Barrel Grant” shall mean an economic development incentive grant in the total maximum amount of One Hundred Thousand Dollars (\$100,000.00) payable to Simonds Partners LLC upon the occurrence of the following: (1) issuance by City of a Certificate of Occupancy for a Cracker Barrel Old Country Store, Inc (doing business as Cracker Barrel) restaurant and store on the whole or a portion of the Property and (2) the Cracker Barrel restaurant and store operated by Cracker Barrel Old Country Store, Inc. or an authorized franchisee being open for business to and serving the public on the whole or a portion of the property.

“Effective Date” shall mean the last date this Agreement has been signed by authorized representatives of all Parties.

“Expiration Date” for any Parcel shall mean the fifth (5th) anniversary date of the Commencement Date for such Parcel.

“Force Majeure” means any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, riot, civil commotion, insurrection, City delay of permits or other approvals, government or de facto governmental action (unless caused by acts of omissions of the Party), fires, explosions or floods, strikes, slowdowns or work stoppages, adverse weather conditions, transportation delays or difficulties, shortages of materials or labor, financial institution shutdowns, electronic funds transfer delays or difficulties, and economic disruptions.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, authority on Company with respect to the Project or any property or any business owned by Company within the City.

“Improvements” means, collectively, all Buildings and Infrastructure Improvements.

“Infrastructure Improvements” shall mean, for each Building, all necessary or required driveways, parking facilities, exterior lighting, water and wastewater lines, landscaping and other ancillary facilities located on the same Parcel and serving such Building, all as more fully described in the Construction Plans for each Building filed with the City from time to time in order to obtain building permits for the applicable Building.

“Option Agreement” means that certain Option Agreement dated effective as _____, 2023, by and between SEDC, as “Grantor” thereunder, and Company, as “Grantee” thereunder, and recorded or to be recorded in the Records (as hereafter defined).

“Parcel” means the part of the Property purchased by Company at a particular Closing (the entire Property will constitute one Parcel if all the Property is purchased by Company at one Closing).

“Project” means Company’s purchase of all or part of the Property from the SEDC, the construction of the Improvements thereon by Company and/or the User(s), and the operation of enterprises located within the Buildings for the Required Uses by Company and/or the User(s).

“Project Commencement Date” shall mean the date that is ten (10) business days after the date that the conditions precedent set forth in Section 6.14 of this Agreement have been fully satisfied.

“Property” shall mean the two parcels of real property consisting of a total of approximately 5.677 acres and being comprised of (i) an approximately 1.153 acre parcel described as Lot 2 Block 1 of Seagoville Place, commonly known as 2110 North U.S. Highway 175, and (ii) an approximately 4.524 acre parcel described as Lot 1, Block 1 of Replat of part of Seagoville Place, commonly known as 2108 North U.S. Highway 175,

both being located in Seagoville, Dallas County, Texas and being depicted on Exhibit “A,” attached hereto and incorporated herein by reference. One or both of the parcels may be later replatted as one parcel or into multiple separate parcels and, upon such event, the definition of “Property” shall refer to the replatted parcel(s).

“Purchase Grant” shall mean an economic development incentive grant in the total maximum amount of Four Hundred Thirty Thousand Dollars (\$430,000.00) applied by SEDC to the purchase price of the Property (or any portion thereof) at each Closing in accordance with the provisions of this Agreement, the Option Agreement, and the applicable Real Estate Purchase Agreement(s).

“Real Estate Purchase Agreement” means each Real Estate Purchase Agreement executed by the Parties pursuant to the Option Agreement, as amended from time to time, providing for the sale of all or part of the Property by SEDC to Company for the applicable purchase price as determined pursuant to this Agreement and the Option Agreement.

“Records” means the Official Public Records of Dallas County, Texas.

“Related Agreements” means any written agreement (not including this Agreement) by and between SEDC or City and Company or any entity affiliated with Company, including but not limited to the Option Agreement, each Real Estate Purchase Agreement, and each Restriction Agreement.

“Repurchase Option” shall mean that certain Repurchase Option provision in Article III of each Restriction Agreement, setting forth the terms of agreement between the Parties regarding the grant of an option to SEDC to repurchase the portion of the Property covered by such Restriction Agreement.

“Required Uses” shall mean the development, use, and operation of the Buildings after Completion of Construction for retail, restaurant, hotel, motel, bank, specialty retail, convenience store, gas station, and/or drug store use and provision and operation of related amenities, all open and available to the public.

“Restriction Agreement” shall mean each Restriction Agreement (With Option to Repurchase and Right of First Refusal) executed by the Parties in connection with a Closing in accordance with the applicable Real Estate Purchase Agreement and recorded against the Property (or the applicable portion thereof purchased by Company at such Closing) in the Records immediately after the applicable Closing, restricting the development and use of the Property (or the applicable portion thereof purchased by Company at such Closing) for the construction and operation of the Improvements for the Required Uses as permitted by this Agreement and the Option Agreement. Each Restriction Agreement shall (a) require Company to cause Commencement of Construction and Completion of Construction in accordance with this Agreement, (b) grant SEDC a right of first refusal in the event Company offered to sell the Property to a third party prior to Commencement of Construction, and (c) grant SEDC an option to repurchase the Property

in the event Company fails to comply with any of the deadlines for Commencement of Construction and Completion of Construction set forth in the Restriction Agreement and such failure continues beyond any applicable notice and cure periods set forth therein.

“Right of First Refusal” shall mean that certain Right of First Refusal provision in Article IV of each Restriction Agreement, setting forth the terms of agreement between the Parties regarding the grant of a right of first refusal to SEDC to purchase the portion of the Property covered by such Restriction Agreement.

“SEDC” shall mean the Seagoville Economic Development Corporation a Texas non-profit corporation organized as a Type B corporation pursuant to the Act.

“User” means any third party to whom Company sells or leases a portion of the Property (or leases space within a Building on the Property) for such third party to engage in one or more of the Required Uses.

“Zoning” means the rezoning of the Property by a planned development ordinance or other ordinance approved by the City subject to certain conditions consistent with the terms of this Agreement and which shall include but shall not necessarily be limited to development and area regulations, conceptual plan, permitted and prohibited uses, architectural design of buildings and structures, signage, building elevations, landscape plan and other submittals and approvals required by the applicable City ordinances and regulations.

Article II Term

The term of this Agreement shall begin on the Effective Date and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III Economic Development Grant

3.1 Purchase Grant. Subject to the continued satisfaction of all terms and conditions of this Agreement and the Related Agreements by Company, and further subject to the obligations of Company to repay the Purchase Grant, if and to the extent required pursuant to Section 5.2 herein, SEDC agrees to provide Company with the Purchase Grant as set forth herein, said grant to be in the maximum amount of \$430,000.00 applied by SEDC to the purchase price of each Parcel at each Closing of Company’s purchase of the Property in accordance with the provisions of this Agreement, the Option Agreement, and the applicable Real Estate Purchase Agreement(s) executed by the Parties in connection therewith (and the application of the Purchase Grant shall be prorated for any purchase of less than all the Property – by way of example, if Company purchases one-half of the Property at a Closing, then one-half of the maximum amount of the Purchase Grant, being \$215,000.00, shall be applied to the purchase price at such Closing).

3.2 Cracker Barrel Grant. Subject to the continued satisfaction of all terms and conditions of this Agreement and the Related Agreements by Company, and further subject to the obligations of Company to repay the Cracker Barrel Grant, if and to the extent required pursuant to Section 5.2 herein, SEDC agrees to provide Company with the Cracker Barrel Grant as set forth herein, said grant to be in the maximum amount of \$100,000.00 and payable to Company upon the occurrence of all of the following: (1) issuance by City of a Certificate of Occupancy for a Cracker Barrel Old Country Store, Inc (doing business as Cracker Barrel) restaurant and store on the whole or a portion of the Property and (2) the Cracker Barrel restaurant and store operated by Cracker Barrel Old Country Store, Inc. or an authorized franchisee being open for business to and serving the public during normal business hours on the whole or a portion of the property.

3.3 Grant Limitations. Under no circumstances shall the obligations of SEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. Further, SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement by Company. None of the obligations of SEDC under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

3.4 Current Revenue. The Purchase Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by SEDC.

Article IV Conditions to Economic Development Grant

A. The obligations of SEDC to provide the Purchase Grant shall be conditioned upon the compliance and satisfaction in all material respects of each of the terms and conditions of this Agreement by Company and each of the terms and conditions set forth below:

4.1 Good Standing. Company shall not have an uncured breach or default of this Agreement or a Related Agreement, and shall be registered with the Texas Secretary of State as a business entity validly created and in good standing and able to do business in the State.

4.2 Project Plans and Construction. Company shall cause the design, Commencement of Construction and Completion of Construction of the Improvements on each Parcel in accordance with the terms of this Agreement and the Related Agreements. Company shall not allow the Commencement of Construction of any Improvements on a Parcel until all necessary permits and approvals required by City and any applicable governmental authorities have been issued for the construction of such Improvements. This includes obtaining the City approval of the necessary Zoning for the Property (or applicable portion thereof), including concept plan approval for the construction and development of the applicable Improvements. Prior to Commencement of Construction on a Parcel, Company shall cause the Construction Plans for Improvements for such Parcel to be submitted for approval by City. Subject to the terms and conditions of this Agreement, Company shall design and construct, or cause to be designed and constructed, the Improvements in accordance with the applicable Zoning and the approved Construction Plans for Infrastructure Improvements. Company shall, subject to events of Force

Majeure, cause Commencement of Construction of the Improvements on a Parcel to occur on or before one hundred eighty (180) days following the later of (a) City approval of the Construction Plans for such Improvements, and (b) Company's acquisition of such Parcel; and subject to events of Force Majeure, Company shall cause Completion of Construction of the Improvements on a Parcel to occur within eighteen (18) months after the date of Commencement of Construction of such Improvements. Notwithstanding the foregoing, if the Company is unable, due to the occurrence of one or more events of Force Majeure, to cause the Commencement of Construction of the Improvements on any Parcel and/or cause the Completion of Construction of the Improvements on any Parcel, on or before the applicable deadline set forth in the immediately preceding sentence, then SEDC agrees, upon presentation of proof of delay due to force majeure, to grant in writing to Company up to three (3) consecutive ninety (90) day extensions of the applicable deadline. In order to obtain each such extension, Company must provide to SEDC, on or before the then-scheduled deadline that Company wishes to extend, a written request to SEDC for such extension, together with reasonable evidence (or a reasonable explanation) of the event(s) of Force Majeure necessitating the applicable extension. For clarification, the City's agreement to provide deadline extensions under this section 4.2 extends to each deadline so that there are three (3) extensions available for the deadline for Commencement of Construction on each Parcel and three (3) extensions available for the deadline for Completion of Construction on each Parcel) and the available extensions are applicable for each Parcel separately (e.g., if Company acquires some or all of the Property in two Parcels, then Company will have the right to extend the deadline for Commencement of Construction for the first Parcel as provided herein three (3) times, and Company will also have the right to extend the deadline for Commencement of Construction for the second Parcel as provided herein three (3) times (and likewise for Company's right to extend the deadline for Completion of Construction for each Parcel)).

4.3 Capital Investment. Company's Capital Investment for the Improvements on a Parcel as of the Completion of Construction of such Improvements shall be an amount not less than the portion of the Purchase Grant applied towards the purchase price of the Parcel on which such Improvements are located (the "Required Parcel Capital Investment"). Company's Capital Investment for each Parcel shall include any capital investments by Users for the particular Parcel. After the date of Completion of Construction of certain Improvements on a Parcel, Company shall deliver to SEDC, no later than thirty (30) days following Company's receipt of a written request by SEDC therefor, copies of all records, contracts, receipts, invoices, bills, and such other information as SEDC may reasonably request to document compliance with the required Capital Investment for such Parcel. In the event the final actual total Capital Investment for a Parcel, as reasonably verified by SEDC, is less than the applicable Required Parcel Capital Investment, the Company shall, at SEDC's option, pay the SEDC the difference in value between the applicable Required Parcel Capital Investment and the final actual total Capital Investment for such Parcel as reasonably verified by SEDC.

4.4 Required Uses. Beginning on the Commencement Date, and continuing thereafter until the Expiration Date or the earlier termination of this Agreement pursuant to the terms hereof, the Buildings shall not be used for any purpose other than the Required Uses.

4.5 Continuous Occupancy and Operation. Within twenty-four (24) months after the Commencement of Construction of Building(s) on a Parcel, Company shall obtain, or cause to be obtained, a certificate of occupancy issued by the City for one or more Required Uses in a Building on such Parcel, and thereafter Company shall continuously occupy, and/or shall cause to be continuously occupied by one or more Users, all or part of such Building(s) for one or more Required Uses and conduct, and/or cause to be conducted by one or more Users, a sales-tax generating business thereon until the Expiration Date, subject to (a) a cessation of business for a period of no more than ninety (90) consecutive days for any reason, and (b) a cessation of business in connection with and to the extent of an event of casualty, condemnation, or Force Majeure. For any Building that has multiple User occupants, (i) it shall not be a violation of the requirements of this paragraph so long as a minimum of sixty percent (60%) of the total leasable interior area of such Building [such leasable interior area being determined in accordance with appropriate floor measurement standards of the Building Owners and Managers Association International (BOMA)] is in compliance with the immediately preceding sentence within eighteen (18) months after the Commencement Date for the Parcel on which such Building is located and thereafter continues to be so until the Expiration Date for such Parcel, and (ii) it shall not be necessary that any one particular User continuously occupy all or part of such Buildings for one or more Required Uses and conduct a sales-tax generating business thereon for the entire duration of the requirement in the first sentence of this paragraph (i.e., the satisfaction of such requirement by a combination of Users over the duration of such requirement as stated herein shall constitute compliance herewith).

4.6 Casualty and Condemnation. If any of the Improvements on a Parcel are damaged partially or destroyed by casualty or taking by eminent domain, regardless of the extent of the damage or destruction, Company shall, subject to events of Force Majeure, use reasonably diligent efforts to obtain all applicable insurance proceeds and/or condemnation awards, as applicable, and all permits and approvals required for the repair, reconstruction or replacement of the damaged or destroyed portion of the Improvements, and thereafter, subject to Company's actual receipt of all necessary permits and approvals, and the availability of adequate insurance proceeds or condemnation awards, as applicable, within three hundred sixty (360) days from the date of such casualty or condemnation, as applicable, Company shall cause to commence or shall commence to repair, reconstruct or replace the damaged or destroyed portion thereof, as applicable, and pursue the repair, reconstruction, or replacement with reasonable diligence so as to restore the Improvements to substantially their condition immediately prior to the casualty, subject to any changes that are (a) required by applicable laws, ordinances, codes, rules and/or regulations, or (b) otherwise necessary to make the development of such Parcel viable in light of the extent of the exercise of eminent domain, if applicable.

B. The obligations of SEDC to provide the Cracker Barrel Grant shall be conditioned upon the compliance and satisfaction in all material respects of each of the terms and conditions of this Agreement by Company and each of the terms and conditions set forth below:

4.7 Good Standing. Company shall not have an uncured breach or default of this Agreement or a Related Agreement, and shall be registered with the Texas Secretary of State as a business entity validly created and in good standing and able to do business in the State.

4.8 Required Use. Beginning sixty days after issuance of the certificate of occupancy by the City for a Cracker Barrel Old Country Store, Inc. (doing business as Cracker Barrel) restaurant and store on the whole or a portion of the Property, and continuing thereafter until the Expiration Date or the earlier termination of this Agreement pursuant to the terms hereof, at least one of the Buildings on the Property or a portion thereof shall be used and occupied for a Cracker Barrel restaurant and store operated by Cracker Barrel Old Country Store, Inc. (doing business as Cracker Barrel) or an authorized franchisee and shall not be used or occupied for any other purpose.

4.9 Continuous Occupancy and Operation. The use and occupancy required by section 4.9 shall continue thereon until the Expiration Date, subject to a cessation of business in connection with and to the extent of an event of casualty, condemnation, or Force Majeure.

Article V Termination; Repayment

5.1 Termination. This Agreement shall terminate as to a Parcel upon any one of the following:

- (a) by written agreement of the Parties;
- (b) on the Expiration Date for such Parcel;
- (c) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement or a Related Agreement pertaining to such Parcel and such breach is not cured within thirty (30) days after written notice thereof; provided however if such breach cannot reasonably be cured within such thirty (30) day period, such breaching party shall be allowed additional time to cure such breach so long as the breaching party begins the cure within the initial thirty (30) days and at all times thereafter pursues the cure to completion with commercially reasonable diligence within one hundred eighty (180) days after the Company's receipt of written notice of such breach;
- (d) upon written notice by SEDC, if Company suffers an event of Bankruptcy or Insolvency;
- (e) upon written notice by SEDC, if any Impositions owed to City or the State of Texas by Company for such Parcel shall become delinquent and Company fails to cure such undisputed Imposition(s) within thirty (30) days after written notice thereof (provided, however Company retains the right to timely and properly protest and contest any such Impositions); and

- (f) upon written notice by either Party, if any subsequent Federal or State legislation or any non-appealable decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable as to the applicable Parcel(s).

Upon the termination of this Agreement as to a Parcel pursuant to this Section 5.2, this Agreement shall remain in effect for all other Parcels, if any, unless and until terminated as to same pursuant to this Section 5.2.

5.2 Repayment of Purchase Grant. In the event this Agreement is terminated by SEDC as to a Parcel pursuant to Sections 5.1(c), (d), (e), or (f), above, in addition to the SEDC's Repurchase Option and its Right of First Refusal, as reflected in the Restriction Agreement (but subject to Section 5.5 below), not later than the sixtieth (60th) day after said termination, Company shall refund to SEDC the following amounts as applicable (but in no event shall any reimbursement required by Company for any Parcel exceed the total amount of the Purchase Grant actually received by Company for such Parcel):

- (a) an amount equal to one hundred percent (100%) of the Purchase Grant applicable to a particular Parcel if Company fails to cause Commencement of Construction of Improvements on such Parcel on or before the deadline therefor set forth in Section 4.2 above (subject to any extension of such deadline provided by this Agreement); and
- (b) an amount equal to eighty percent (80%) of the Purchase Grant applicable to a particular Parcel if the Completion of Construction of Improvements on such Parcel is not reached on or before the deadline therefor set forth in Section 4.2 above (subject to any extension of such deadline provided by this Agreement); and
- (c) as provided by Section 4.3 above, if the final actual total Capital Investment for a Parcel, as reasonably verified by SEDC, is less than the applicable Required Parcel Capital Investment, at SEDC's option and as SEDC's sole and exclusive remedy therefor, an amount equal to the difference in value between the applicable Required Parcel Capital Investment and the final actual total Capital Investment for such Parcel as reasonably verified by SEDC; and
- (d) an amount equal to sixty percent (60%) of the Purchase Grant applicable to a particular Parcel if the Company or one or more Users do not open for business from the Building thereon within six (6) months after Completion of Construction of the Improvements on such Parcel, as required by Section 4.5 above; and
- (e) an amount equal to sixty percent (60%) of the Purchase Grant applicable to a particular Parcel if after opening for business on such Parcel Company and/or the User(s) thereof fail(s) to continuously occupy and use the Building(s)

thereon for one or more of the Required Uses from Commencement Date for such Parcel to the Expiration Date for such Parcel, as required by Section 4.5 above.

5.3 Repayment of Cracker Barrel Grant. In the event this Agreement is terminated by SEDC as to the Whole or a Parcel pursuant to Sections 5.1(c), (d), (e), or (f), above, not later than the sixtieth (60th) day after said termination, Company shall refund to SEDC the following amounts as applicable (but in no event shall any reimbursement required by Company for any Parcel exceed the total amount of the Cracker Barrel Grant actually received by Company for such Parcel):

- (a) An amount equal to one hundred percent (100%) of the Cracker Barrel Grant if Company or a User fails to comply with the requirements set forth in Section 4.7, 4.8, and/or 4.9 above (subject to any extension of such deadline provided by this Agreement);

5.4 Right of Offset. SEDC may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City or SEDC from Company that is past due at the time the amounts are to be paid by SEDC to Company under this Agreement, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise and regardless of whether or not the debt due SEDC or City has been reduced to judgment by a court.

5.5 Purchase Option and Repurchase of Property. The Parties have entered into that certain Restriction Agreement as of the Effective Date, the terms of which, among other things, grants SEDC an option, upon the occurrence of certain conditions specified in the Restriction Agreement, to repurchase the Property from the Company and a Right of First Refusal to repurchase the Property from Company under circumstances as set forth in the Restriction Agreement. Notwithstanding any provision of this Agreement to the contrary, if SEDC repurchases the Property or any portion thereof from Company following the exercise of the Right of First Refusal or the Repurchase Option pursuant to the applicable Restriction Agreement, Company will not be required to pay SEDC the Purchase Grant directly in cash as required by Section 5.2 above, it being understood and agreed that the Repurchase Price (as determined in the Restriction Agreement) provides for reduction of the amount to be paid by SEDC to Company to repurchase the Property from Company by an amount equal to the Purchase Grant and shall be in lieu of any repayment requirement by Section 5.2.

Article VI Miscellaneous

6.1 Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors, affiliates, administrators, executors, and permitted assigns of the respective Parties. This Agreement may not be assigned without the prior written consent of SEDC; provided however that, without any approval or consent by SEDC (a) Company may collaterally assign or pledge Company's rights in the Property under this Agreement to Company's Lender as security for a loan for the Project, and (b) Company may assign its rights, titles, and

interests under this Agreement as to any Parcel (i) to any entity that controls, is controlled by, or is under common control with Company and acquires such Parcel at a Closing; (ii) to any User that acquires title to such Parcel from Company (or from any assignee to whom the Company has previously assigned its interest pursuant to the immediately preceding subitem (i)) after obtaining all permits and approvals required for the Commencement of Construction on such Parcel; and/or (iii) to any person or entity that acquires title to such Parcel from Company (or from any assignee to whom the Company has previously assigned its interest pursuant to the preceding subitem (i)), after the Completion of Construction has occurred for such Parcel. It shall be a condition precedent to the effectiveness of any such assignment that the assignee in question has assumed in writing all of Company's obligations under this Agreement to the extent such obligations arise from and after the effective date of such assignment and relate to the applicable Parcel(s) being acquired by the assignee in question. Upon any assignment by Company pursuant to subitem (ii) or (iii) of the immediately preceding sentence, the Company shall be released from any and all further obligations under this Agreement as to the Parcel(s) to which such assignment relates to the extent such obligations accrue from and after the effective date of such assignment (including but not limited to any repayment of the Purchase Grant requested by SEDC on or after the effective date of such assignment pursuant to Section 4.3, Section 5.1 and/or Section 6.13), and SEDC will look solely to the applicable assignee for the performance of such obligations and the satisfaction of any remedies arising from any failure to perform such obligations.

6.2 Limitation on Liability. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties. It is understood and agreed between the Parties that the Parties, in satisfying the conditions of this Agreement, have acted independently, and SEDC assumes no responsibilities or liabilities to third parties in connection with these actions. Company agrees to indemnify and hold harmless SEDC from all such claims, suits, and causes of actions, liabilities and expenses, including reasonable attorney's fees, of any nature whatsoever arising out of Company's performance of the conditions under this Agreement.

6.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received upon the earlier of (a) actual receipt or (b) three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below, or such other address as is designated by the applicable Party from time to time, or on the day actually received as sent by courier or otherwise hand delivered.

If intended for SEDC, to

Patrick Stallings, Exec. Director
SEDC
702 N. Highway 175
Seagoville, Texas 75159
Facsimile No. (972) 287-3891

With a copy to:

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

If intended for Company, to:

Simonds Partners, LLC
c/o Altera Fund Advisors
Attn: Brad Kempson
5910 N. Central Exwy, Suite 1360
Dallas, Texas 75206
Telephone: (214) 238-8007
E-mail: brad.kempson@outlook.com

Simonds Partners LLC
c/o Altera Fund Advisors
Attn: Judge McStay
5910 N. Central Exwy, Suite 1360
Dallas, Texas 75206
Telephone: (469) 713-4103
Email: jmcstay@alteradevco.com

With a copy to:

Alex Oliver
Walls Landry Baker & Oliver PLLC
3508 Far West Blvd., Suite 170
Austin, Texas 78731
Telephone: (512) 306-8600
E-mail: aoliver@wlbofirm.com

6.5 Entire Agreement. This Agreement, together with all the Related Agreements, is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject matter of this Agreement, except for the Related Agreements and as provided in any Exhibits attached hereto.

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

6.7 Amendment. Except for a termination as expressly provided by Section 5.1, this Agreement may be amended, terminated or otherwise modified only by the mutual written agreement of the Parties.

6.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect,

such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

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

6.11 Exhibits. Any exhibits to this Agreement are incorporated herein by reference for the purposes wherever reference is made to the same.

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

6.13 Employment of Undocumented Workers. During the term of this Agreement and for a period of five (5) years after the date of the final Closing, Company agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay the amount of the Purchase Grant received by Company and any other funds received by Company from SEDC as of the date of such violation within one hundred twenty (120) days after the date Company is notified by SEDC of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Company is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of Company, or by any person or entity with whom Company contracts (including but not limited to any User). The original named Company shall have no liability for any such violation by an unrelated assignee to whom Company has assigned this Agreement pursuant to subitem (iii) of Section 6.1, and in such event the amount of the Purchase Grant to be repaid hereunder shall be limited to the amount of the Purchase Grant applied to the purchase of the Parcel(s) owed by such assignee (and such assignee shall be solely liable for repayment thereof to SEDC).

6.14 Estoppel Certificates. From time to time within thirty (30) days after SEDC's receipt of a written request by Company in connection with the sale, lease, financing and/or refinancing of the Property or any portion thereof, SEDC shall execute and deliver to Company an estoppel certificate (each an "Estoppel Certificate") certifying to Company and all other parties designated by Company that to the then-current, actual knowledge of SEDC: (a) Company is not in default in the performance of its obligations under the terms of this Agreement or any Related Agreements pertaining to the portion of the Property for which the Estoppel Certificate is requested (or, if a default is alleged, specifically describing the nature thereof), (b) confirming that this Agreement is in then full force and effect as to the portion of the Property for which the Estoppel Certificate is requested and that this Agreement has not been amended (or, if so, identifying the amendments), and (c) confirming such other facts or information as may be reasonably requested by Company

or the prospective transferee or mortgagee. SEDC acknowledges that any such Estoppel Certificate may be relied upon by Company and the assignees, transferees and/or mortgagees of Company to whom it is addressed.

6.15 Performance. For clarification, and notwithstanding anything to the contrary contained in this Agreement, any obligation or condition with respect to a particular Parcel for which the Company is responsible under the terms of this Agreement may be performed or satisfied, as applicable, through the actions of a successor to the Company as the owner of the particular Parcel who is a permitted assignee of the Company pursuant to this Agreement and/or a User of the applicable Parcel.

[signature page immediately follows]

EXECUTED on this _____ day of _____, 2024.

**SEAGOVILLE ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Patrick Stallings
SEDC Executive Director and President

EXECUTED on this _____ day of _____, 2024.

**SIMONDS PARTNERS LLC,
a Texas Limited Liability Company**

By: _____

Managing Member

APPROVED AS TO FORM:

CITY ATTORNEY

