



# City of Seagoville

## Meeting Agenda

### City Council

City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159

Monday, May 6, 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 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

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

#### **WORK SESSION – 6:30 PM**

1. Call to Order
2. Discuss amending the zoning ordinance regarding outside storage units.
3. Update on the 4-day workweek.
4. Presentation on the 2<sup>nd</sup> Quarterly Financial Report for Fiscal Year 2024.
5. Discuss Regular Session agenda items.
6. Adjourn

#### **REGULAR SESSION – 7:00 PM**

7. Call to Order
8. Invocation
9. Pledge of Allegiance
10. Present the National Correctional Officer's Week Proclamation.
11. Mayor's Report
12. 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. Anyone wishing to speak should submit a Speaker Request Form to the City Secretary.

**Consent Agenda**

- 13. Consider approving the City Council meeting minutes: April 15, 2024**

**Public Hearing**

- 14. Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance, plan and map of the City of Seagoville by granting a Special Use Permit authorizing the use of a tract of property located at 2314 N. US Highway 175, Seagoville, Dallas County, Texas, for single family dwelling purposes; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.**

**Regular Agenda**

- 15. FIRST READING: Discuss and consider a Resolution approving the Economic Development project between the Seagoville Economic Development Corporation and Jeffrey Hansen, an individual, and JK Industries DFW, LLC, a Texas Limited Liability Company doing business as Groomer Outlet, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties.**
- 16. FIRST READING: Discuss and consider a Resolution approving the Seagoville Economic Development Corporation's action authorizing the negotiation and execution of a construction contract with Agron Rexha, doing business as Goni Construction, for construction/build out of restaurant facilities at 101 and 103 North Kaufman for a total price not to exceed \$539,000.00 and further authorizing disbursement of SEDC funds not to exceed said amount.**
- 17. Discuss and consider a Resolution accepting and approving a reimbursement agreement with BRD Land & Investment for reimbursement of fees and expenses incurred in the creation, negotiation, review, execution, and initial administration of development applications, proposals and agreements, and the review, creation and establishment of a public improvement district and Tax Increment Reinvestment Zone, relating to the Rolling Meadows tract; authorizing the Mayor or City Manager to execute the necessary documents.**
- 18. Discuss and consider an Ordinance amending Ordinance No. 24-2023, the Operating Budget for Fiscal Year October 1, 2023, through September 30, 2024; and authorizing the City Manager to make said budget amendments.**
- 19. Discuss and consider a Resolution approving the amended Bylaws for the Seagoville Economic Development Corporation.**
- 20. SECOND READING: Discuss and consider a Resolution approving the Economic Development project between the Seagoville Economic Development Corporation and Jeffrey Hansen, an individual, and JK Industries DFW, LLC, a Texas Limited Liability Company doing business as Groomer Outlet, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties.**

**21. SECOND READING: Discuss and consider a Resolution approving the Seagoville Economic Development Corporation's action authorizing the negotiation and execution of a construction contract with Agron Rexha, doing business as Goni Construction, for construction/build out of restaurant facilities at 101 and 103 North Kaufman for a total price not to exceed \$539,000.00 and further authorizing disbursement of SEDC funds not to exceed said amount.**

**22. 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.

**EXECUTIVE SESSION**

**23. The City Council will convene into closed Executive Session pursuant to Texas Govt. Code Section 551.071 – Consultation with Attorney, to seek legal advice relating to:**

- A. the regulation of mobile food units within city limits; and**
- B. the circumstance that might reasonably be expected to be the basis of a claim of liability or injury.**

**REGULAR SESSION**

**24. Take necessary action as a result of Executive Session.**

**25. Discuss future agenda items.**

**26. 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 2<sup>nd</sup> day of May 2024, by 5 p.m.

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Sara Egan, City Secretary

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

**UPCOMING DATES:**

- Monday, May 13, 2024, Special City Council Meeting (Canvass Election Results)
- Monday, May 20, 2024, Regular City Council Meeting



TO: Mayor and City Council  
FROM: Bill Medina, Director of Community Development  
DATE: May 6, 2024  
ITEM: 2  
DESCRIPTION: Discuss amending the zoning ordinance regarding outside storage units.

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**INTRODUCTION**

Council has asked Staff to examine the possibility of amending the zoning ordinance regulating outside storage units and cargo containers.

**BACKGROUND**

The current zoning ordinance allows PODs and cargo containers in a limited capacity. Staff is seeking guidance and feedback on how the Council would like to proceed with prospective amendments.

**FINANCIAL IMPACT**

N/A

**RECOMMENDATION**

N/A

**ATTACHMENTS**

1. Code of Ordinance Section

**§ 25.02.717. Outside display, storage and retail sales.**

- (a) Outside display. Where it is allowed, outside display of merchandise and seasonal items (e.g., Christmas trees, pumpkins or other seasonal produce items, landscaping/gardening materials, temporary floral or other holiday-oriented sales tents, etc.) shall:
- (1) Not be placed/located more than twenty feet (20') from the main building nor on top of any structure.
  - (2) Not occupy any required parking spaces (except on a temporary basis only, which is a maximum of 45 calendar days per display and a maximum of two displays per calendar year - a city permit shall be required for any allowed outside display occupying any required parking spaces for any length of time).
  - (3) Not pose a safety or visibility hazard, nor impede public vehicular or pedestrian circulation, either on site or off site, in any way.
  - (4) Not extend above ten (10) feet in height nor into public right-of-way, over any easement, or onto adjacent property.
  - (5) Not be left outside overnight - all outside display items shall not remain outside overnight, but shall be removed and stored within a building at the end of business each day (except for seasonal landscaping/gardening and large new/unused/non-consumable items that cannot reasonably be moved indoors each evening such as landscaping materials, plants, trees, fertilizer/soil amendments, Christmas trees, swingsets/play structures, etc. which may remain outside for as long as sales of such seasonal items is actively occurring - a city permit shall be required for any outside display remaining outside overnight for any length of time).
  - (6) Be displayed in a neat, orderly manner, and the display area shall be maintained in a clean, litter-free manner.
- (b) Outside storage.
- (1) Where it is allowed, outside storage shall:
    - (A) Be limited to a maximum of five percent (5%) of the total lot area in the Local Retail (LR) zoning district;
    - (B) Be limited to a maximum of ten percent (10%) of the total lot area in the Commercial (C) zoning district;
    - (C) Be limited to a maximum of twenty percent (20%) of the total lot area in the Light Manufacturing (LM) and Heavy Manufacturing (HM) zoning districts;
    - (D) Not be located in front of (i.e., on any street side of), or on top of, any structure;
    - (E) Be screened, at a minimum height of six feet (6'), by one or a combination of the following methods (i.e., cannot be visible from any public street or adjacent property):
      - (i) Solid masonry (brick, concrete block or concrete panels) wall similar in

materials and color to the main building(s);

- (ii) Wrought iron with solid landscape screening; or
- (iii) Alternate equivalent screening may as be approved through the site plan approval process.

(F) Not exceed the height of the screening wall/fence - outside storage exceeding eight feet (8') in height shall require a specific use permit in accordance with Division 26 (Special Uses).

(2) Outside storage units, portable (PODs). Portable outside storage units shall:

(A) Be allowed, without a permit, on a short-term basis (see subsection (G) below) in any zoning district;

(B) Not be located in front of the main building(s), except as provided for a residence in subsection (L) below;

(C) Not be located within any required front, side or rear yard setback (except as provided for a residence in subsection (L) below), or within any fire lane, easement or right-of-way;

(D) Not occupy any required vehicular parking (except as provided for a residence in subsection (L) below), stacking, loading or maneuvering space;

(E) Be completely screened from view of public streets (either by the building itself or by a screening device), except as provided for a residence in subsection (L) below;

(F) Be easily accessible by transport vehicle;

(G) Not remain on site for longer than thirty (30) calendar days (for a storage unit that is needed to temporarily store/secure construction materials at a city-permitted construction site or to temporarily store/secure personal residential possessions while moving/relocating or during house remodeling, such time frame may be extended for the duration of the construction, or the moving/relocation or house remodeling, provided a permit is first issued by the city, provided the building permit for the construction site remains valid (if applicable), and provided that such unit is immediately removed from the premises upon completion of construction or upon completion of moving/relocation or house remodeling, as applicable);

(H) Be limited to the placement of no more than two (2) storage units on any lot, tract or parcel (unless such units are needed for a city-permitted construction site, in which case more than two units may be approved and permitted by the building official);

(I) Not exceed twenty (20) feet in length, or eight (8) feet in width, or eight (8) feet in height (a container of larger size in one or more of these dimensions shall be defined as a “cargo container”);

- (J) Not be illuminated in any way;
  - (K) Not be used for any use other than the storage of materials or goods (i.e., no business operations, etc.); and
  - (L) A maximum of one (1) portable outside storage unit may be used for a single-family or two-family residence, on a short-term basis only in accordance with subsection (G) above, during home construction, moving/relocation, or house remodeling. Such storage unit may be placed in the driveway of such residence (with no screening required) and within the front, side or rear setback (as applicable to driveway location), but shall not encroach into any fire lane, easement, adjacent property or right-of-way.
- (3) Cargo containers. Cargo containers shall:
- (A) Not be allowed in any residential zoning district (except for a nonresidential use only, such as a school or day care or church, in a residential district, on a short-term basis, and subject to all the same requirements as a portable outside storage unit except as provided below); and
  - (B) Be subject to all of the same requirements as a portable outside storage unit, except they may not exceed forty (40) feet in length, or eight (8) feet in width, or ten (10) feet in height.
- (c) Outside retail sales. All retail sales shall occur completely within a permanent main building on the site (i.e., not in a parking lot, on the street or a public sidewalk, in a vehicle or trailer, under a tent, etc.) except for a drive-in restaurant where a carhop delivers food, and collects payment for such food, at designated outdoor ordering stations, and except for temporary holiday tent sales (such as Christmas trees, holiday floral tent sales, etc.) provided that the outside sales operation is by the actual owner/tenant of the property (i.e., not by itinerant vendors who are not affiliated with the actual owner/tenant of the property).
- ( Ordinance 04-10 adopted 5/6/10 )



TO: Mayor and City Council  
FROM: Cindy D Brown, Assistant City Manager  
DATE: April 30, 2024  
ITEM: 3  
DESCRIPTION: Update on the four-day workweek.

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### **INTRODUCTION**

Staff will report to City Council information relative to the 4-day work week.

### **BACKGROUND**

On October 2, 2023, with the City Council's approval, non-essential City employees began working a modified work schedule being 10-hour days for four (4) days per week. At the time of Council approval, it was requested that staff report how the schedule was working after six (6) months.

The City has now reached the 6-month implementation period. Related statistics have been collected and compared to the same six (6) month period from the previous year. (October 22-April 23 compared to October 23-April 24).

### **ATTACHMENTS**

1. Data Comparison

**ALL DATA PROVIDED IS FOR THE MONTHS  
10/2022 – 04/2023 COMPARED TO 10/2023 – 04/2024  
4-DAY WORKWEEK UPDATE**

USE	2022-23	2023-24	
ATMOS GAS	\$ 19,285.69	\$15,908.49	Savings \$3,377.20
ELECTRIC*	\$ 20,942.74	\$ 19,299.01	Savings \$1,643.73
<i>*Finance confirmed an increase in cost in May of 2023 which almost doubled the rate of payment. Also, the Police Department and the City Hall share a meter. Therefore, figures account for the 24/7 operations in our totals as well as the Fire Dept. and Animal Shelter.</i>			
FUEL			Savings \$27,059.78
EXXON	\$ 77,964.72	\$ 63,658.59	
WEX	\$102,532.70	\$ 75,472.92	
SICK TIME USED (HRS.)	3,470.38	2,687.13	Decrease of 783.25

The City has not received any official complaints.

The Senior Center Director stated that attendance at the Center has remained about the same as before the modified hours.

The Library Director reports: Library visits increased from 4,716 to 4,918 and items circulated increased from 7,170 to 8,381.

Employee morale has increased, most report that more is accomplished in the 10 hour day than the 8 hour day, and we are receiving more applications for our open positions. Scheduling of large improvement projects on City facilities (i.e., Senior Center window replacement, City Hall parking lot restriping, speed humps at City Hall, etc.).

# OF CITIES ON 4 DAYS	6 reported <sup>1</sup>	10 <sup>2</sup>
<i>(We received calls from NJDHS representing Crandall, Hutchins, and Glenn Heights requesting our presentation because their cities were considering presenting or going to the 4-day work week at the time of their request.)</i>		
# OF SCHOOL DISTRICTS	76 reported	86 <sup>3</sup>

<sup>1</sup> The original 6 cities were Farmers Branch, Ferris, Forney, Keller, Rowlett and Venus.

<sup>2</sup> Bowie, Celina, Highland Village, Wylie (Star Local Media Report)

<sup>3</sup> Reported by KXAN Austin



TO: Mayor and City Council  
FROM: Gail French, Director of Finance  
DATE: May 6, 2024  
ITEM: 4  
DESCRIPTION: Presentation on the 2nd Quarterly Financial Report for Fiscal Year 2024.

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**INTRODUCTION**

Receive a presentation of the City of Seagoville's 2nd Quarter Financial Report for Fiscal Year 2024.

**BACKGROUND**

Gail French, Director of Finance presents the City's 2<sup>nd</sup> quarter financial report for FY 2024.

**ATTACHMENTS**

1. FY 2024 2<sup>nd</sup> Quarter Financial Report



# Memo

Date: April 29, 2024  
To: Pat Stallings, City Manager  
From: Gail French, Director of Finance  
Subject: March 2024 Financial Reports

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This memo accompanies the March 2024 Revenue and Expense Reports for the City of Seagoville, and highlights selected financial activities for the first 6 months of FY 2024. The first six months of the fiscal year represent 50% 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 6 months of the fiscal year is above budget expectations (actual 85.4% vs. expected 50%).** The current year fiscal **Property tax** revenue collections are below last year's collection rate (99.1% vs. 102%). **Sales Tax** revenue collections are above budget expectations (62.2% vs. 50%). Sales tax revenues continued to hold steady even though the month of February was down by 4.6%. All other months this fiscal year were either up or remain unchanged. 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	\$209,809	\$224,839	\$ (15,030)
Gas	103,247	118,191	(14,944)
Cable	7,172	6,452	720
Telephone	7,260	10,152	(2,892)
Sanitation Services	29,928	42,692	(12,763)

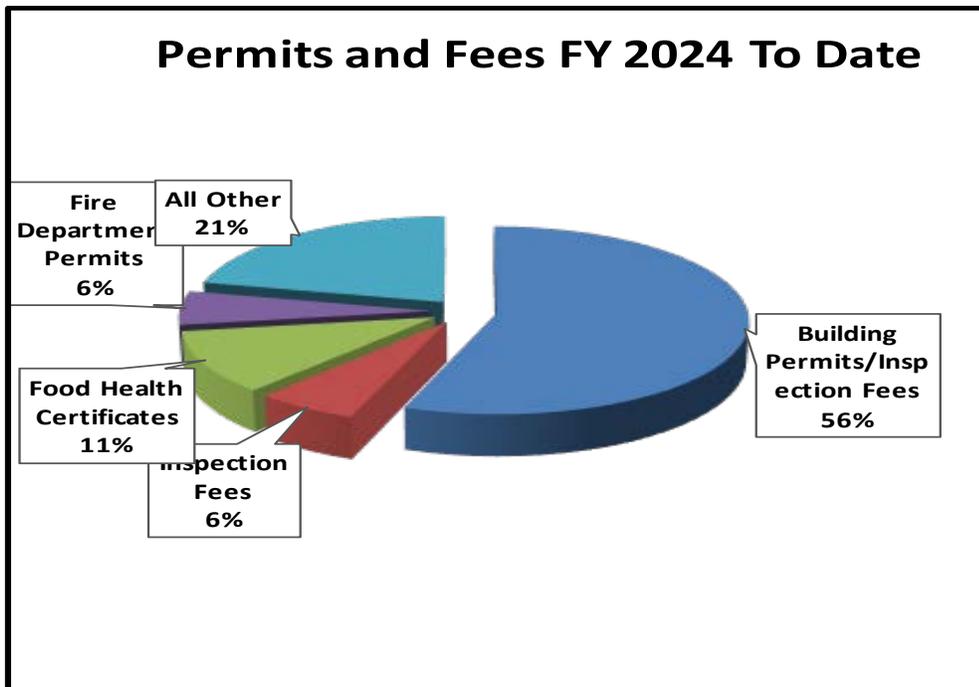
**Telephone Franchise Fees** are down compared to this time last year. **Franchise Fee** receipts in total are higher than budget expectations. **(55.3% vs. 50.00%)**

**Permits & Fees** There are approximately 257 permits issued for the current fiscal year. 230 were for Residential permits issued for a total of \$202,312.72. Seventy-six of those were for new construction. 49 of those permits were from Meritage Homes. Seventy-six of those were for new construction. There were 27 Commercial permits issued for a total of \$57,293.73.



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	\$ 246,807	\$ 115,435	\$ 131,372
Inspection Fees	\$ 27,146	\$ 396,751	\$ (369,604)
Food Health Certificates	\$ 48,225	\$ 52,535	\$ (4,310)
Fire Department Permits	\$ 25,830	\$ 32,070	\$ (6,240)
All Other	\$ 95,448	\$ 124,071	\$ (28,623)



**Sanitation** revenue is above budget expectations (58.2% actual vs. 50% expected). The FY 2024 YTD revenue amount exceeds the FY 2023 YTD revenue amount (\$642,202 vs. \$623,456).

**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 \$12,054,550 or 85.4.1% of budget.** This is \$284,402 higher than the total General Fund revenues for the previous fiscal year (\$11,770,148). 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 (48.2% actual vs. 50% expected).**

**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. **\$67,054**

**Use of Fund Balance Projects** includes **Firefighting equipment (\$36,546)** which includes the acquisition of SCBA Air Packs & Bottles, and Gear and 4 Portable radios with accessories and a 2023 Chev Tahoe for **\$61,369**. **Police Equipment – Including** 3 Panasonic Toughbook with mounts **\$12,245**, 3 Radios for the new Police vehicles, and 3 Antenna Radar Systems **\$7,355**. **\$20,514**. **Streets** - Asphalt work on Bluff Road **\$390,050**, 15 Yard Dump Truck **\$180,680.54**. **Parks –** Asphalt work at Petty White Park **\$206.650**, Bruce Central Park bridge work **\$116,599**, New Bleachers for Bearden and Bruce Park **\$108,348** and **Soccer Goals for Bruce Park \$15,402**. **Support Services** - New CAD-RMS system **\$173,638**.

**Transfers** include \$469,733 to the Street Maintenance Fund and \$42,000 to the Vehicle Replacement Fund and \$160,000 to the Central Fire Station Fund.

### **Water and Sewer Fund (Fund 20)**

**Revenues: Total Water and Sewer Fund revenues are above budget expectations 52.2% vs. 50.0%).** **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 (45% actual vs. 50% 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 03/31/24  
50% OF BUDGET YEAR**

	<b>Adopted Budget</b>	<b>Year to Date</b>	<b>% tage of Budget</b>
<b>REVENUES:</b>			
Property Taxes	\$8,091,509	\$8,019,494	99.1%
Sales Taxes	3,443,307	2,141,476	62.2%
Franchise Fees	654,317	361,885	55.3%
Sanitation	1,104,000	642,202	58.2%
All Other	823,155	889,494	108.1%
	<hr/>	<hr/>	
<b>TOTAL REVENUES</b>	<b>\$14,116,288</b>	<b>\$12,054,550</b>	<b>85.4%</b>
Transfers In:	393,136	210,368	53.5%
<b>EXPENDITURES:</b>			
Public Safety	\$7,965,898	\$3,829,685	48.1%
Community Development	1,976,793	821,894	41.6%
Community Services	1,644,353	775,995	47.2%
General Government	1,507,488	725,285	48.1%
Non departmental	541,600	415,624	76.7%
	<hr/>	<hr/>	
<b>TOTAL EXPENDITURES</b>	<b>\$13,636,132</b>	<b>\$6,568,483</b>	<b>48.2%</b>
One Time Use of Fund Balance	5,189,363	2,188,876	42.2%

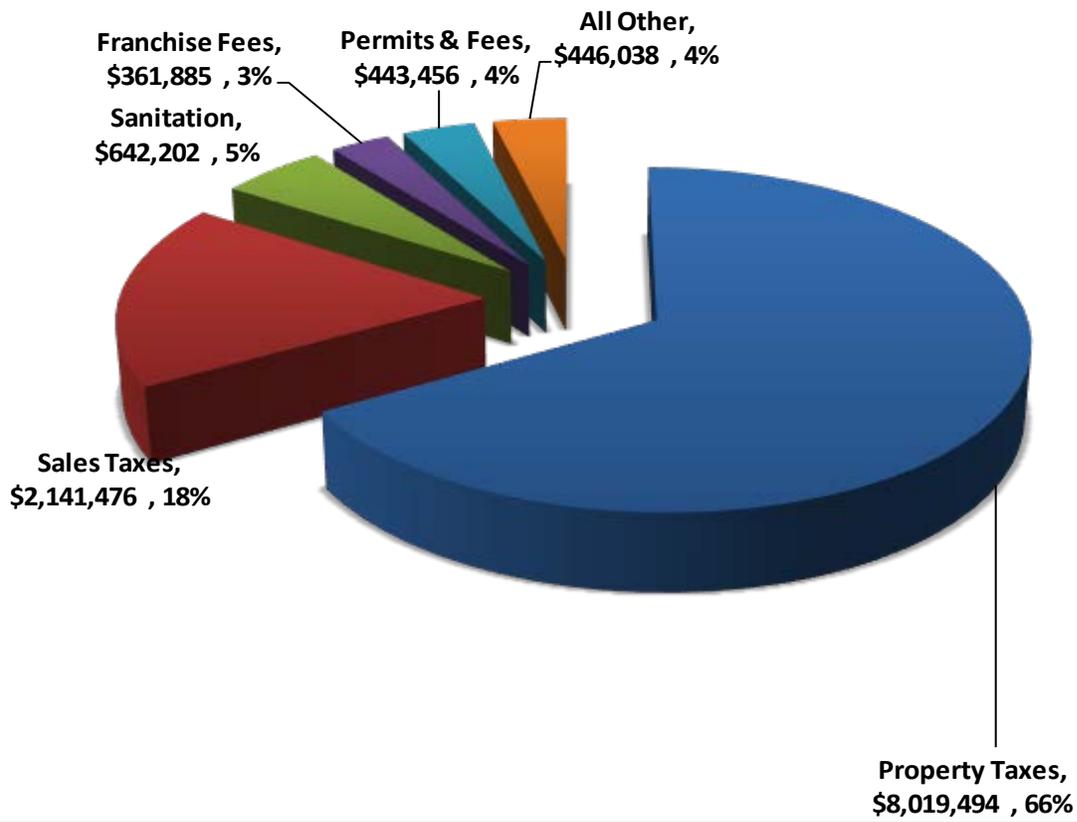


**GENERAL FUND  
SUMMARY OF REVENUES  
FOR FISCAL YEAR 2023-24  
AS OF 03/31/24  
50 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
<b>Revenues:</b>						
Property Taxes	\$7,441,091	\$7,587,063	102.0%	\$8,091,509	\$8,019,494	99.1%
Sales Taxes	\$3,312,861	\$2,094,286	63.2%	\$3,443,307	\$2,141,476	62.2%
Franchise Fees	\$648,567	\$408,173	62.9%	\$654,317	\$361,885	55.3%
Permits & Fees	\$402,655	\$720,554	179.0%	\$427,655	\$443,456	103.7%
Sanitation	\$1,104,000	\$623,456	56.5%	\$1,104,000	\$642,202	58.2%
Senior Activities	\$50,000	\$30,258	60.5%	\$50,000	\$36,847	73.7%
Fines	\$287,500	\$251,839	87.6%	\$302,500	\$225,784	74.6%
Interest	\$6,000	\$42,973	716.2%	\$6,000	\$119,925	1998.8%
Other Grants		(\$11,665)	0.0%			0.0%
SEDC Grant			0.0%			0.0%
SG&A Recovery SEDC	\$27,000	\$13,500	50.0%	\$27,000	\$13,500	50.0%
Miscellaneous	\$10,000	\$9,711	97.1%	\$10,000	\$49,982	499.8%
<b>Total Revenues</b>	<b>\$13,289,674</b>	<b>\$11,770,148</b>	<b>88.6%</b>	<b>\$14,116,288</b>	<b>\$12,054,550</b>	<b>85.4%</b>
<b>Transfers In:</b>	<b>\$393,136</b>	<b>\$210,368</b>	<b>53.5%</b>	<b>\$393,136</b>	<b>\$210,368</b>	<b>53.5%</b>

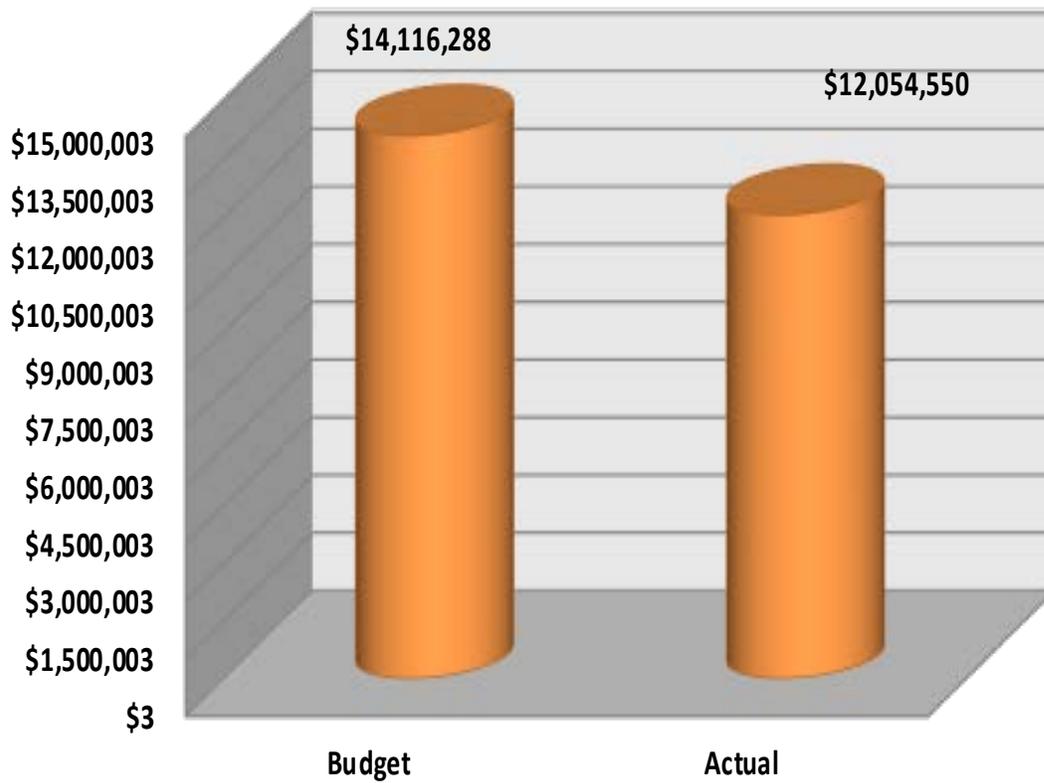


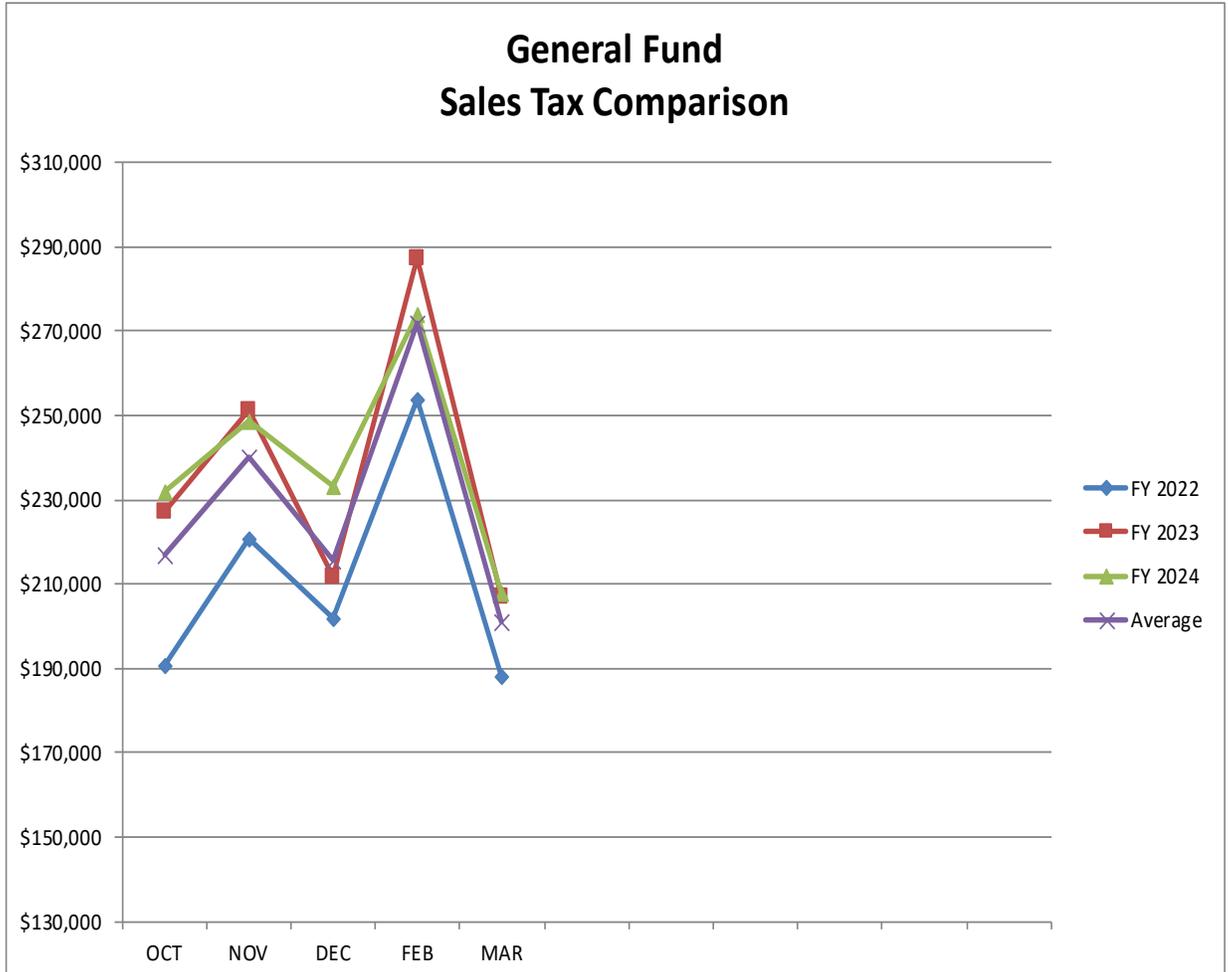
**General Fund Revenues  
2nd Quarter, FY 2024  
Total \$12,054,550**





## Year to Date Revenue Comparison General Fund

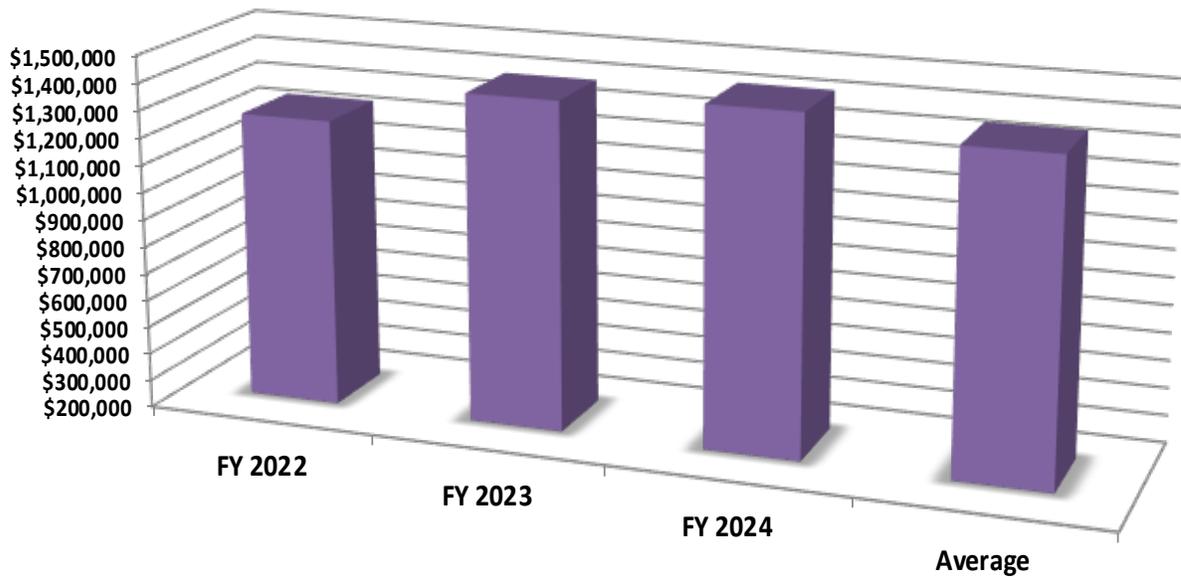




	<b>FY 2022</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>Three Year Average</b>
OCT	190,825.92	227,390.01	232,094.77	216,770.23
NOV	220,810.91	251,254.88	248,850.96	240,305.58
DEC	201,749.86	211,940.69	233,126.01	215,605.52
JAN	196,537.55	211,131.80	231,337.00	213,002.12
FEB	254,002.15	287,175.08	273,865.44	271,680.89
MAR	188,038.12	207,298.31	207,856.23	201,064.22



### Fiscal Year to Date Comparison - Sales Tax



	FY 2022	FY 2023	FY 2024	Three Year Average
Fiscal Year To Date	1,251,964.50	1,396,190.75	1,427,130.39	1,358,428.54



## Sales & Use Tax Monthly Summary General Fund

March, 2024

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	\$ 231,337.00	\$ 20,205.20	9.6%
February	\$ 254,002.15	\$ 287,175.08	\$ 273,865.44	\$ (13,309.64)	-4.6%
March	\$ 188,038.12	\$ 207,298.31	\$ 207,856.23	\$ 557.93	0.3%
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%
<b>Total General Fund</b>	<b>\$ 2,632,448.70</b>	<b>\$ 2,793,280.65</b>	<b>\$ 1,427,130.39</b>	<b>\$ 30,939.64</b>	<b>2.2%</b>

Actual to Budget					
<b>GF Budget FY 2024</b>				<b>\$ 2,294,538</b>	
	<u>PERCENT YTD</u>	<u>AMOUNT YTD</u>			
Target to Budget	50.00%	\$ 1,147,269.00			
Actual to Budget	62.20%	\$ 1,427,130.39			
Amount Over/(Under)		\$ 279,861.39			
Percent +/-		12.20%		<u>OVER/(UNDER)</u>	<u>% +/-</u>
September 30 Forecast			<b>\$ 2,855,180</b>	<b>\$ 560,642</b>	<b>24.4%</b>

Actual to Actual					
Year to Date	FY 21-22	FY 22-23	FY 23-24	Inc/(Dec) From Last Year	Percent +/-
Year to Date	\$ 1,251,964.50	\$ 1,396,190.75	\$ 1,427,130.39	\$ 30,939.64	2.2%

Total Sales Tax & Distribution				
	General Fund	PTR	4B	Total
This Month	\$ 207,856.23	\$ 103,928.12	\$ 103,928.12	<b>\$ 415,712.46</b>
Year to Date	\$ 1,427,130.39	\$ 713,565.19	\$ 713,565.19	<b>\$ 2,854,260.77</b>

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



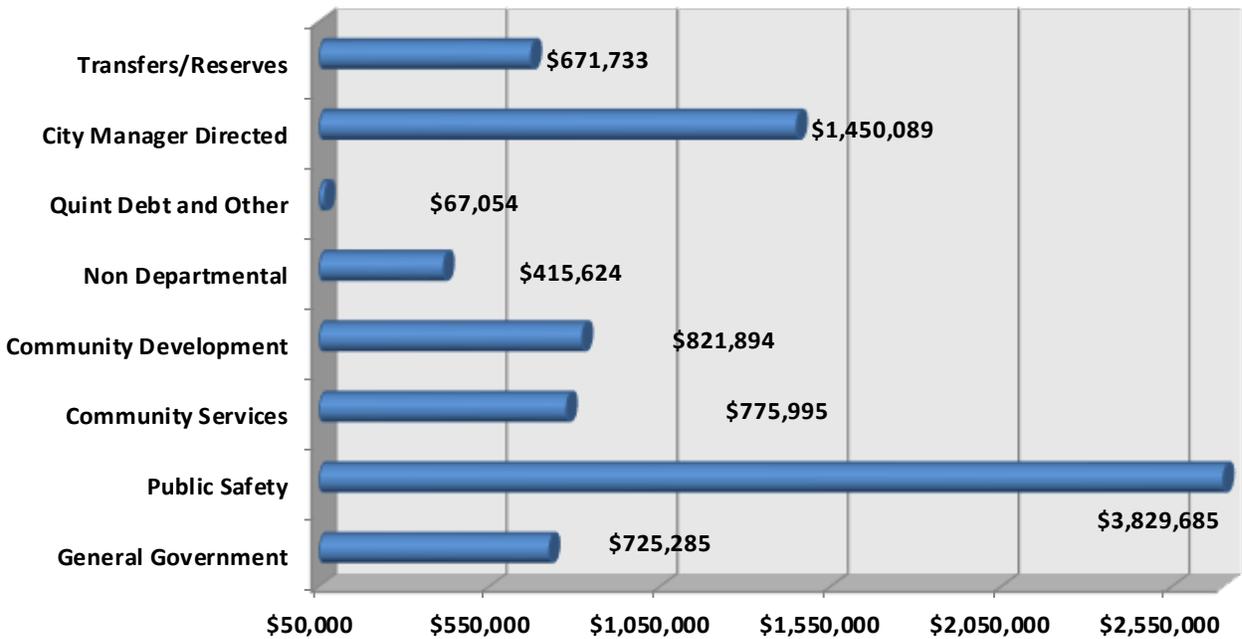
**GENERAL FUND  
SUMMARY OF EXPENDITURES  
FOR FISCAL YEAR 2023-24  
AS OF 03/31/24  
50 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
<b>Expenditures:</b>						
City Council	9,650	663	6.9%	10,550	2,869	27.2%
City Manager	277,637	142,116	51.2%	282,641	142,316	50.4%
City Secretary	172,119	91,224	53.0%	179,781	87,533	48.7%
Finance	476,843	226,543	47.5%	516,355	244,030	47.3%
Animal Services	184,385	75,675	41.0%	257,355	122,367	47.5%
Code Enforcement	226,661	104,707	46.2%	245,253	136,589	55.7%
Bldg Inspection/Services	485,650	230,491	47.5%	567,410	228,701	40.3%
Health Inspection	121,653	58,061	47.7%	146,293	68,362	46.7%
Police	3,126,120	1,446,624	46.3%	3,370,119	1,598,407	47.4%
Planning	135,806	64359.19	47.4%	56,688	803	1.4%
Fire	2,862,154	1,402,077	49.0%	3,127,965	1,493,791	47.8%
Municipal Court	197,828	100,720	50.9%	207,972	101,699	48.9%
Library	205,107	101,609	49.5%	213,913	103,736	48.5%
Senior Center	200,671	92,777	46.2%	219,566	106,526	48.5%
Streets	478,912	268,434	56.1%	499,628	190,240	38.1%
Sanitation	1,002,902	433,368	43.2%	1,002,902	464,034	46.3%
Support Services	936,694	384,259	41.0%	1,031,959	526,578	51.0%
Parks	401,432	166,705	41.5%	461,521	197,199	42.7%
Emergency Medical Service	174,123	99,167	57.0%	178,500	88,542	49.6%
Information Technology	178,500	126,475	70.9%	189,500	132,146	69.7%
Human Resources	177,741	86,151	48.5%	328,661	116,391	35.4%
Non Departmental	476,250	377,119	79.2%	541,600	415,624	76.7%
<b>Total Expenditures</b>	<b>12,508,838</b>	<b>6,079,325</b>	<b>48.6%</b>	<b>13,636,132</b>	<b>6,568,483</b>	<b>48.2%</b>
<b>Debt Payment (Quint)</b>	<b>67,500</b>	<b>67,054</b>	<b>99.3%</b>	<b>67,500</b>	<b>67,054</b>	<b>99.3%</b>
<b>PEG Reserves</b>	<b>6,700</b>	<b>-</b>		<b>6,700</b>		<b>0.0%</b>
<b>Transfers and Reserves</b>	<b>1,136,733</b>	<b>1,136,733</b>	<b>100.0%</b>	<b>671,733</b>	<b>671,733</b>	<b>100.0%</b>
<b>Use of Fund Balance Projects</b>	<b>315,181</b>	<b>190,869</b>	<b>60.6%</b>	<b>4,443,430</b>	<b>1,450,089</b>	<b>32.6%</b>

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**General Fund Expenditures, Transfers and One Time  
Fund Balance Outlays  
2nd Quarter FY 2024  
Total \$8,757,359**



**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

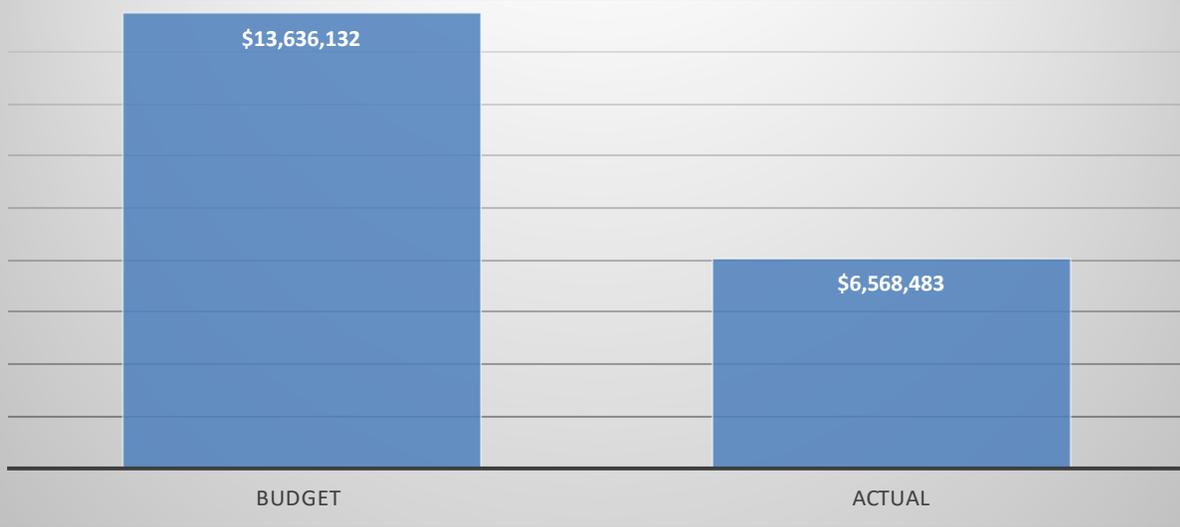


**General Fund  
Use of Fund Balance Projects  
FY 2024**

	<u>Budget</u>	<u>Actual</u>
Street Projects	\$ 2,066,226	\$ 390,050
Parks Dept Improvements	\$ 630,650	\$ 305,903
Support Services New CAD-RMS System	\$ 173,638	\$ 173,639
Fire Vehicle Purchase	\$ 160,000	\$ 67,130
Firefighting Equipment	\$ 72,725	\$ 36,546
Dispatch/Support Incentive Pay	\$ 10,000	\$ 5,000
Tuition Reimbursement	\$ 5,000	\$ 1,000
Emergency Siren Replacement	\$ 25,000	\$ -
Software Upgrade	\$ 223,323	\$ 78,184
Police Equipment	\$ 13,000	\$ 12,204
Streets Dept Equipment	\$ 26,891	\$ 26,808
Police Vehicles	\$ 254,956	\$ 49,194
Bearden Park Bleacher stands	\$ 288,872	\$ 90,291
Bruce Park Soccer fields	\$ 38,128	\$ 33,460
Streets Dept Dump Truck	\$ 250,000	\$ 180,681
Bldg Inspector vehicle	\$ 45,171	\$ -
Senior Center Parking Lot	\$ 159,850	\$ -
<b>Total</b>	<b>\$ 4,443,430</b>	<b>\$ 1,450,089</b>



### Year to Date Expenditure Comparison General Fund



<b>Budget</b>	<b>Actual</b>
\$13,636,132	\$6,568,483



**WATER AND SEWER FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
AS OF 03/31/24  
50% OF BUDGET YEAR**

	<b>Budget</b>	<b>Year to Date</b>	<b>% tage of Budget</b>
<b>REVENUES:</b>			
Water Sales	\$4,243,760	\$2,151,222	50.7%
Sewer Sales	4,382,272	2,236,697	51.0%
All Other	<u>399,250</u>	<u>319,743</u>	80.1%
<b>TOTAL REVENUES</b>	<b>\$9,025,282</b>	<b>\$4,707,662</b>	<b>52.2%</b>
<b>EXPENDITURES:</b>			
Water Services	\$3,011,313	\$1,049,109	34.8%
Sewer Services	3,320,918	1,681,828	50.6%
Debt Service Transfer	500,276	250,138	50.0%
Non Departmental	242,961	212,887	87.6%
All Other	<u>640,821</u>	<u>281,504</u>	43.9%
<b>TOTAL EXPENDITURES</b>	<b>\$7,716,289</b>	<b>\$3,475,465</b>	<b>45.0%</b>
Use of Reserve	1,854,783	75,644	4.1%
Transfers Out	365,536	182,768	50.0%

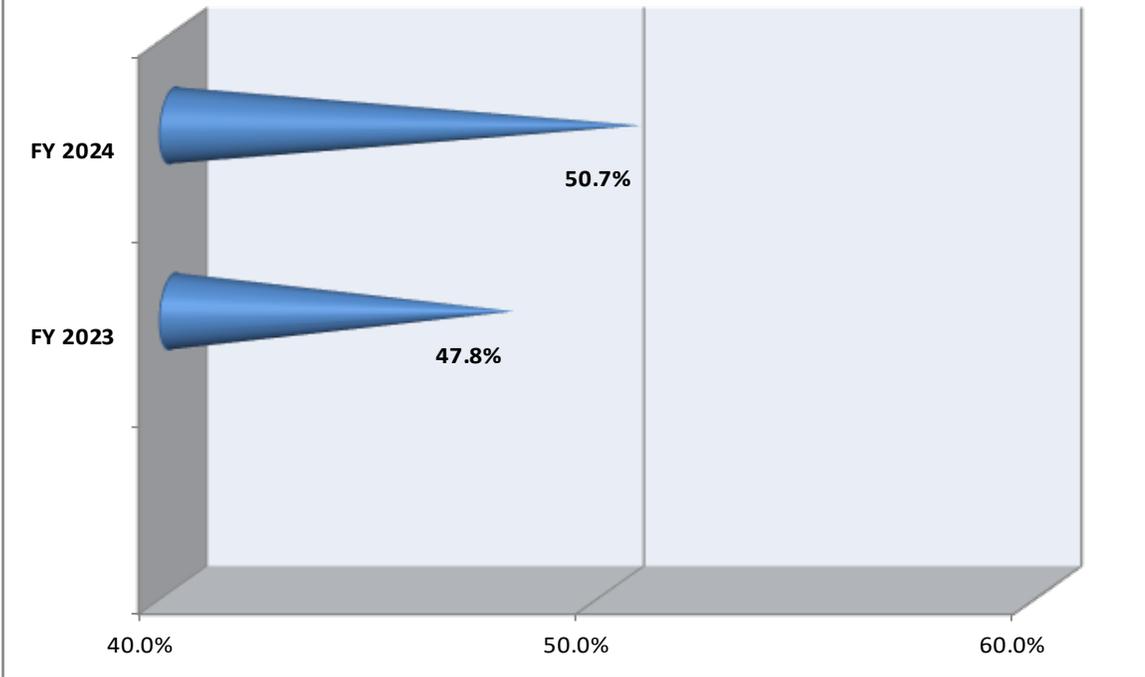


**WATER AND SEWER FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
FOR FISCAL YEAR 2023-24  
AS OF 03/31/24  
50 % OF BUDGET YEAR**

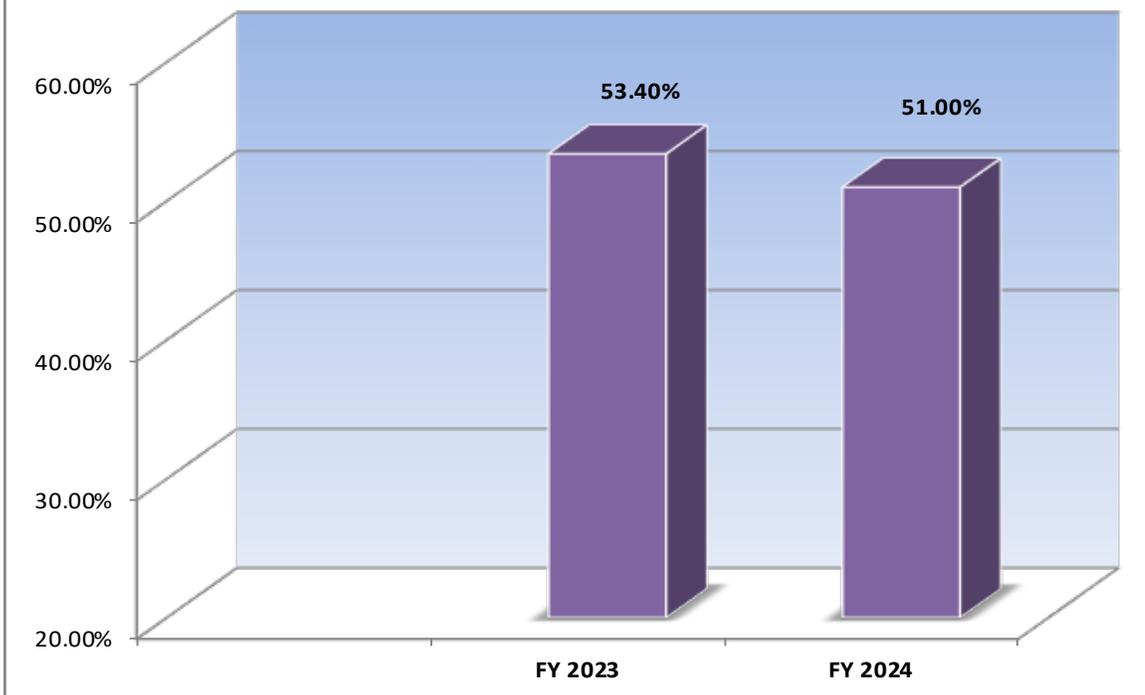
	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
<b>Revenues:</b>						
Water Sales	\$3,999,381	\$1,913,033	47.8%	\$4,243,760	\$2,151,222	50.7%
Sewer Service	\$3,729,362	\$1,990,210	53.4%	\$4,382,272	\$2,236,697	51.0%
Outside Contractor Tap Fees	\$0	\$21,350	0.0%	\$30,000	\$0	0.0%
Penalties and Interest	\$160,000	\$156,536	97.8%	\$204,500	\$120,657	59.0%
Pretreatment Sewer Revenue	\$60,938	\$28,721	47.1%	\$53,000	\$32,721	61.7%
Reconnection Fees	\$50,000	\$16,150	32.3%	\$50,000	\$26,155	52.3%
Meter Installation	\$5,000	\$11,050	221.0%	\$15,000	\$4,800	32.0%
Online Payment Fee	\$7,500	(\$367)	-4.9%	\$0	(\$19)	0.0%
Interest Earnings	\$10,000	\$48,985	489.9%	\$20,000	\$120,146	600.7%
Miscellaneous	\$1,000	\$1,292	129.2%	\$1,000	\$10,092	1009.2%
Bank and NSF Fees	\$0	\$831	0.0%	\$750	\$250	33.3%
Water Tap Fees	\$0	\$10,700	0.0%	\$16,500		0.0%
Sewer Tap Fees	\$0	\$6,250	0.0%	\$8,500		0.0%
Care-Flite Fees	\$0	\$6,505	0.0%	\$0	\$4,940	0.0%
<b>Total Revenues</b>	<b>\$8,023,181</b>	<b>\$4,211,246</b>	<b>52.5%</b>	<b>\$9,025,282</b>	<b>\$4,707,662</b>	<b>52.2%</b>
<b>Expenditures:</b>						
Utility Administration	\$249,827	\$128,730	51.5%	\$331,582	\$130,290	39.3%
Water Services	\$2,743,069	\$1,108,035	40.4%	\$3,011,313	\$1,049,109	34.8%
Sewer Services	\$2,943,741	\$1,647,556	56.0%	\$3,320,918	\$1,681,828	50.6%
Customer Services	\$326,220	\$166,775	51.1%	\$309,239	\$151,214	48.9%
Non Departmental	\$184,019	\$50,373	27.4%	\$242,961	\$212,887	87.6%
Debt Service Transfer	\$1,131,077	\$565,539	50.0%	\$500,276	\$250,138	50.0%
<b>Total Expenditures</b>	<b>\$7,577,953</b>	<b>\$3,667,008</b>	<b>48.4%</b>	<b>\$7,716,289</b>	<b>\$3,475,465</b>	<b>45.0%</b>
<b>Transfers Out</b>	<b>\$365,536</b>	<b>\$182,768</b>	<b>50.0%</b>	<b>\$365,536</b>	<b>\$182,768</b>	<b>50.0%</b>
<b>Capital Outlay - Other Equip</b>						
Water Rate Study			0.0%	\$16,000	-	0.0%
Side by Side for Inspections			0.0%	\$23,500	-	0.0%
W&S-Constr Inspect Veh			0.0%	\$43,000	-	0.0%
Vehicle Replacement Fund	68,000	\$63,854	93.9%	\$68,000	\$0	0.0%
Northern Basin Interceptor Eng	100,000	\$37,502	37.5%	\$80,000	\$25,061	31.3%
Lift Station Condition Assessment	110,000	\$6,143	5.6%	\$110,000		0.0%
Water & Sewer Master Plan			0.0%	\$160,000	\$0	0.0%
East Malloy Bridge Rd Sewer Relocation				\$200,000	3,500	1.8%
Ard Rd Pump Station Upgrade				\$1,154,283	47,083	
Cityworks System	18,925	\$24,081	127.2%			0.0%
Open Gov Software Support	30,833		0.0%			0.0%
EPA Mandates	20,200		0.0%			0.0%
Capital Projects	\$1,000,000	\$62,494	6.2%			0.0%
Jetter Trailer	\$82,526		0.0%			0.0%
Dump Trailer	\$17,560	\$10,560	60.1%			0.0%
Blue Diamond boom mower w/82" grapple attachment	29786	25950.79	0.871			0



### Water Revenue as a % of Budget 50% of the Fiscal Year



### Sewer Revenue as a % of Budget 50% of the Fiscal Year





**OTHER FUNDS: FINANCIAL SUMMARY  
FOR FISCAL YEAR 2023-24**

**AS OF 03/31/24  
25% of Budget Year**

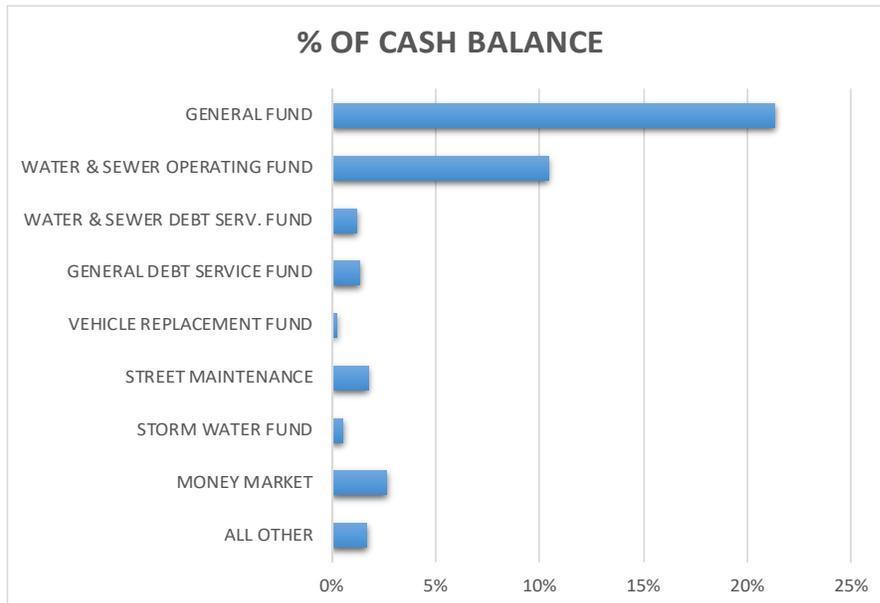
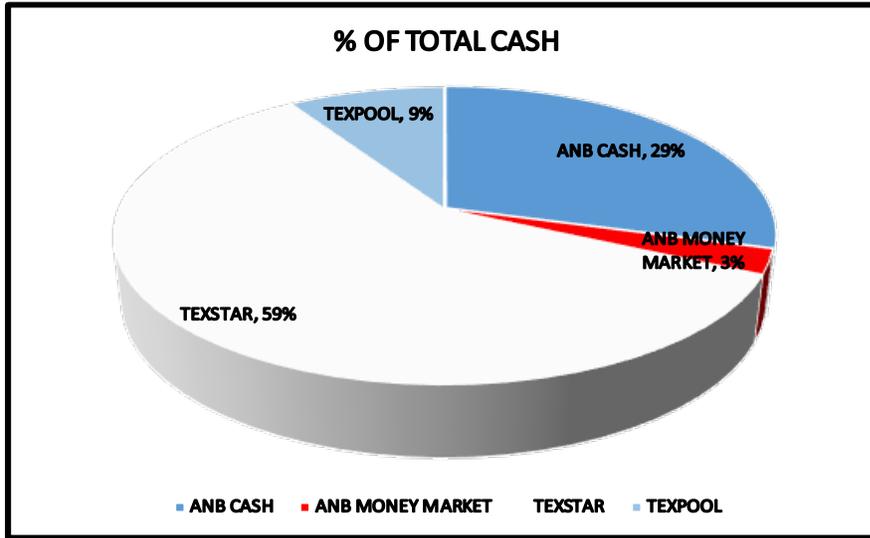
FUND #	FUND NAME	FY 2023 ACTUAL YTD REVENUES	FY 2024 ANNUAL REVENUE BUDGET	FY 2024 ACTUAL YTD REVENUES	FY 2023 ACTUAL YTD EXPENDITURES	FY 2024 ANNUAL EXPENDITURE BUDGET	FY 2024 ACTUAL YTD EXPENDITURES
<b>ENTERPRISE FUNDS</b>					<b>ENTERPRISE FUNDS</b>		
21	W&S Debt Service	\$566,621	\$500,776	\$251,675	\$688,662	\$500,276	49,600.13
22	W&S Improvements	\$62,494	\$1,154,283	\$50,583	\$13,332	\$1,354,283	\$148,241
61	Storm Water	\$144,037	\$238,665	\$150,981	\$97,820	\$180,345	\$124,923
81	Group Insurance	\$698,170	-	\$0	698,170	-	322,086.45
<b>SPECIAL REVENUE FUNDS</b>					<b>SPECIAL REVENUE FUNDS</b>		
25	Opiod Abatement Sttlmnt	-	-	-		-	-
29	Police Seizure State	-	-	2,440.00		-	2,650
30	Police Seizure Federal	-	-	-		-	-
32	Miscellaneous Grants	\$642	\$550	\$7,286	\$626	\$2,150	5,399
35	Recycle Revenue Fund		\$500	-	212	\$500	-
36	Municipal Court	\$13,292	\$18,900	\$11,996	\$7,629	\$24,145	7,200
38	Park Development		-		49,500	-	-
39	Hotel Motel Fund	\$18,280	\$35,000	\$19,113		\$31,000	-
42	Park Maintenance	\$1,140	\$1,400	\$3,035	-	37,000	-
45	Animal Shelter	-	-	-	-	\$0	-
46	Animal Shelter Building	\$1,371	\$1	\$2,894	-	-	
47	Vehicle Replacement Fund	\$42,000	\$44,500	\$65,200		\$38,813	-
48	Technology Replacement	\$17,500	\$17,500	\$17,500	\$8,295	\$17,500	6,466
50	TLEOSE	1,703.61	\$1,500	4,340.66	\$531	\$1,200	-
56	Toy Drive Donations	\$397	-	\$366	-	-	1,960
59	Developer Engineer Rvw Fnd	-	-	\$79,918	22,084.00	-	\$31,796
72-79	Developers	\$59,071	-	\$178,358	16,401	-	\$175,341
<b>DEBT SERVICE FUND</b>					<b>DEBT SERVICE FUND</b>		
2	General Debt Service	\$832,572	\$1,218,920	\$1,201,041	555,081	\$1,249,822	738,416.32
<b>CAPITAL PROJECTS</b>					<b>CAPITAL PROJECTS</b>		
43	Street Maintenance	\$472,695	\$470,733	\$473,943	\$74,871	\$469,733	69,960.00
44	2019 Street Projects	\$609	-	\$3	\$25,722	7,316.00	842.88
55	Covid Loc Fisc Rcv Funds	\$79,787	\$50,000	\$113,410	-	4,000,000	-
57	Capital Projects Fund		-	-	-	170,000	16,443
60	Simonds Rd Project	-	\$20,000	\$80,094	-	3,000,000	84,590
62	Central Fire Station	-	-	\$165,686	-	-	-
63	Animal Shelter CIP	-	\$10,000	\$53,396	-	2,000,000	37,925
64	Police Station CIP	\$94,737	\$50,000	\$123,283	\$42,148	\$5,175,117	\$1,116,782
67	24 Special Purpose fnd (fire apparatus)	\$0	\$0	\$1,500,875			

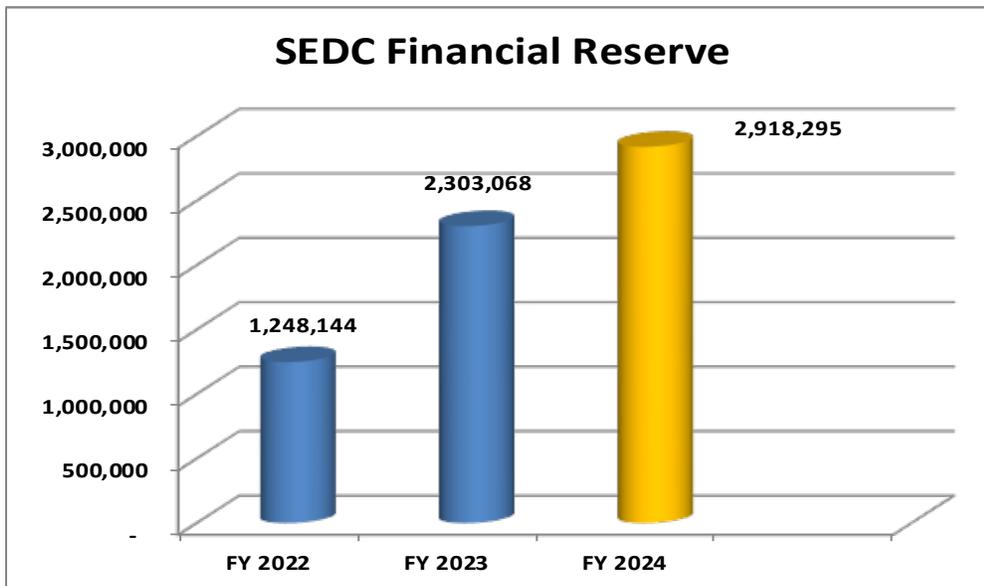
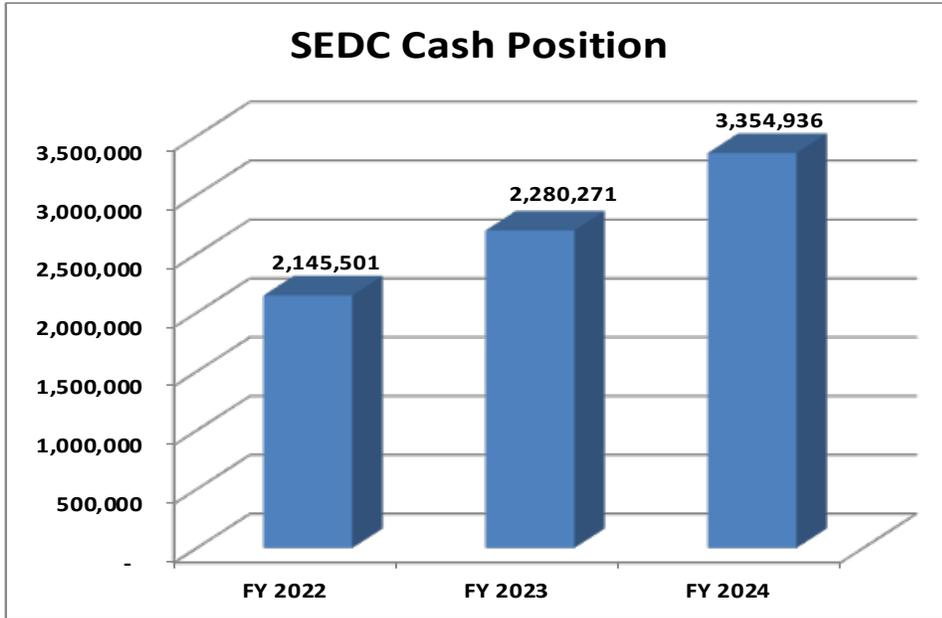


CITY OF SEAGOVILLE				
CASH REPORT				
2nd QUARTER FY 2024				
Bank Acct#	Bank Account Name	ACCT BALANCE AS OF DEC 31, 2023	CHANGES	ACCT BALANCE AS OF MAR 31, 2024
*5157	GENERAL FUND MONEY MARKET ACCT	4,204,983.15	(3,692,881.03)	512,102.12
*5181	W&S MONEY MARKET ACCT	4,722,887.47	(4,192,228.77)	530,658.70
800008997	ANB Group Insurance Trust Bank	25.64	(25.61)	0.03
800000838	ANB PAYROLL FUND	12,447.25	20,976.95	33,424.20
4600130068	ANB ROOF	32,723.05	0.81	32,723.86
4600016705	ANB PEG	130,758.97	3.25	130,762.22
800007205	ANB PRIMARY	10,529,376.33	923,393.64	11,452,769.97
800013104	ANB ANIMAL SHELTER OPERATIONS	10,437.99	1,295.42	11,733.41
<b>TOTALS</b>	<b>CASH ACCOUNTS</b>	<b>19,643,639.85</b>	<b>(6,939,465.34)</b>	<b>12,704,174.51</b>
572915620	TEXSTAR- FY 2015 BONDS	158,227.69	2,102.87	160,330.56
572920190	TEXSTAR- 2019 BONDS	104.73	1.66	106.39
572920211	TEXSTAR- 2021 CLFRF	4,262,610.88	56,650.37	4,319,261.25
572920230	TEXSTAR- 2023 BONDS	4,969,316.38	66,042.49	5,035,358.87
572911110	TEXSTAR-GENERAL FUND	-	4,245,319.62	4,245,319.62
572910310	TEXSTAR-WATER AND SEWER FUND	-	3,739,924.44	3,739,924.44
572920240	TEXSTAR-2024 SPECIAL PURPOSE FUND	-	1,500,874.60	1,500,874.60
449/1291300001	TEXPOOL-GENERAL FUND	1,706,647.76	22,774.75	1,729,422.51
449/1291300003	TEXPOOL-WATER AND SEWER	1,444,637.26	19,278.36	1,463,915.62
449/1291300004	TEXPOOL-WATER DEPOSIT FUND	347,514.53	4,637.54	352,152.07
449/1291300006	TEXPOOL-GOVT DEBT SVC	12,562.72	167.62	12,730.34
449/1291300007	TEXPOOL-WATER AND SEWER DEBT SVC	57,464.84	766.84	58,231.68
<b>TOTALS</b>	<b>INVESTMENT ACCOUNTS</b>	<b>17,318,420.36</b>	<b>9,716,476.81</b>	<b>27,034,897.17</b>
<b>GRAND TOTAL</b>		<b>\$ 36,962,060.21</b>	<b>\$ 2,777,011.47</b>	<b>\$ 39,739,071.68</b>



BANK	% OF TOTAL CASH
ANB CASH	29%
ANB MONEY MARKET	3%
TEXSTAR	59%
TEXPOOL	9%







**CITY OF SEAGOVILLE, TEXAS**  
**QUARTERLY FINANCIALS AND INVESTMENT REPORT**  
**Investment Officers Signature Page**  
**Quarter Ending March 31, 2024**

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: April 29, 2024**

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Lackey Stepper Sebastian, Mayor

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Pat Stallings, City Manager

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Gail French, Director of Finance



## *Mayoral Proclamation*

In 1984, President Ronald Reagan issued Proclamation 5187, declaring the week beginning May 6, 1984, as “National Correctional Officers Week.” This proclamation, “in recognition of the contributions of correctional officers to our nation,” noted that the position of correctional officer “is essential to the day-to-day operations of these institutions; without them, it would be impossible to achieve the foremost institutional goals of security and control.”

The Federal Corrections Institution in Seagoville houses 1,723 inmates. The operations and functions of this facility are overseen by well educated, trained, and qualified individuals that are committed and strive to uphold the safety and security of the community through mutual respect, communication, and cooperation for the positive benefit of all inmates, visitors, and the community.

At this time, I encourage citizens to honor their dedicated service and unparalleled professionalism.

**NOW, THEREFORE**, I, Lackey Stepper Sebastian, Mayor of the City of Seagoville, do hereby proclaim May 5-11, 2024 to be:

### **National Correctional Officers Week**

in the City of Seagoville and urge all citizens to support this occasion and recognize the local staff at FCI dedicated service.

**PROCLAIMED** this 6<sup>th</sup> day of May 2024.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Seagoville to be affixed this 6<sup>th</sup> day of May 2024.

---

Lackey Stepper Sebastian, Mayor



TO: Mayor and City Council  
FROM: Sara Egan, City Secretary  
DATE: May 6, 2024  
ITEM: 13  
DESCRIPTION: Consider approving the City Council meeting minutes: April 15, 2024.

---

**RECOMMENDATION**

Recommend approval of the meeting minutes.

**ATTACHMENTS**

1. April 15, 2024 Minutes



# City of Seagoville

## Meeting Minutes

### City Council

City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159

Monday, April 15, 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 David Berman, and City Secretary Sara Egan.

The City Council of the City of Seagoville met in a Regular Called Meeting on Monday, April 15, 2024, at 6:30 p.m. in the City Council Chambers at City Hall, 702 N. Hwy 175, Seagoville, Texas.

#### **WORK SESSION – 6:30 PM**

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

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

##### **2. Discuss options to amend the zoning ordinance to require a Special Use Permit for automobile dealers and used car lots.**

Community Development Director Bill Medina presented on the current zoning for automobile dealers and used car lots under the Commercial Zoning District by right as requested by Councilmember Hernandez.

Councilmember Hernandez stated there are code violation concerns with this use and advocates for oversight of such use by requiring a Special Use Permit (SUP).

City Manager Pat Stallings added that the downtown area is all zoned commercial and there is not a mechanism in place to oversee the use of new or used car dealers.

City Council provided direction to move forward in drafting an ordinance to require an SUP for this use in the Commercial Zoning District.

##### **3. Discuss the use of a variation of the City's logo for Citizens on Patrol.**

Councilmember Howard presented this item to the City Council and respectfully request permission of the use of the City's logo on behalf of the Citizens on Patrol.

City Council consented to the request.

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

There were no questions on the consent agenda.

Mr. Medina briefed the City Council on item 13.

HR Generalist Jessica Sherman briefed the City Council on item 14.

Police Chief Calverley briefed the City Council on items 15-16.

Mr. Stallings briefed the City Council on item 17 and introduced Kirk McDaniel as a potential candidate for the EDC Director position.

Councilmember Epps expressed concerns of division.

Mr. Stallings clarified the EDC Director would report to the City Manager like all other directors.

##### **5. Adjourn**

There being no further business before the City Council the Work Session was adjourned at 7:19 p.m. Mayor Sebastian announced a 10 minute break before the Regular Session.

**REGULAR SESSION – 7:00 PM****6. Call to Order**

Mayor Sebastian called the Regular Session to order at 7:30 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**

- KRR Apartments has poured the second portion of the fire lane and has started framing the club house and the 1st building.
- The Senior Center had new windows installed this past Saturday.
- Early voting for the May 4<sup>th</sup> Election starts next Monday on April 22<sup>nd</sup>.
- Chick-fil-A and Soulman's BBQ is soon coming to Seagoville.

**10. Citizen's Comments**

- 1) Johnnie Goins, Seagoville, TX, spoke in favor of street repairs for Lasater Road.
- 2) Patricia Rassmussen, Seagoville, TX, decide to withdraw her request to speak and stated Mr. Stallings and Mr. Medina provided assistance.

**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: April 1, 2024****12. Consider approving and accepting the dedication of a 50-foot right-of-way easement in land consisting of 0.554+/- acres along Farmers Road at and near Sierra Drive and Dakota Lane.****Public Hearing****13. Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance, plan and map of the City of Seagoville, as heretofore amended, to amend Ordinance No. 35-2021, to amend the mixed use planned development on 591.778 +/- acres of land generally located at US Highway 175 and Farm-to-Market Road 1389 located partly in Dallas County and in Kaufman County, to amend certain development and use standards and to supplement and clarify exhibits; 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.**

Mayor Sebastian opened the public hearing at 7:37 p.m.

City Council had no questions or comments.

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

Mayor Sebastian closed the public hearing at 7:38 p.m.

Councilmember Hernandez made a motion to approve item 13 seconded by Mayor Pro Tem Magill. The motion passed by a unanimous vote (5/0).

Ordinance No. 2024-08

**Regular Agenda**

**14. Discuss and consider authorizing the City Manager to include bilingual certification pay, based on testing and fluency, as a part of employee benefits for the current fiscal year.**

Councilmember Epps made a motion to approve item 14 seconded by Councilmember Grimes. The motion passed by a unanimous vote (5/0).

**15. Discuss and consider authorizing the City Manager to create the new position of Police Lieutenant for the Police Department.**

Councilmember Howard made a motion to approve item 15 seconded by Mayor Pro Tem Magill. The motion passed by a unanimous vote (5/0).

**16. Discuss and consider approving a Resolution authorizing the purchase of one (1) 2024 Ford Police Interceptor SUV in an amount not to exceed sixty-six thousand nine hundred fifty dollars and seventeen cents (\$66,950.17) from Holiday Ford; authorizing the City Manager to sign any and all necessary documents.**

Councilmember Epps made a motion to approve item 16 seconded by Councilmember Howard. The motion passed by a unanimous vote (5/0).

Resolution No. 2024-31

**17. Consider approving an increase to \$170,578.00 including annual base salary, car allowance, phone allowance, and benefit package, for the position of SEDC Executive Director/City Economic Development Director, with the City funding \$85,289.00 of the base salary and the SEDC funding \$85,289.00 including base salary, car allowance, phone allowance, and benefit package the same to be effective upon the future SEDC acceptance of the resignation of Mr. Stallings from the position of SEDC Executive Director and the appointment of a new SEDC Executive Director/City Economic Development Director.**

Councilmember Howard made a motion to approve item 15 seconded by Mayor Pro Tem Magill. The motion passed by a unanimous vote (5/0).

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

Councilmember Epps stated the City is moving in a good direction and commended staff for their dedication.

**19. Discuss future agenda items.**

Councilmember Grimes requested information on cost of insurance for retirees.

Councilmember Hernandez requested information on temporary storage units that are permanent, accessory, temporary, and for converted use.

**20. Adjourn**

There being no further business before City Council the meeting adjourned at 7:44 p.m.

APPROVED:

ATTEST:

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

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



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: May 6, 2024

DESCRIPTION: Conduct a public hearing and consider an Ordinance amending the comprehensive zoning ordinance, plan and map of the City of Seagoville by granting a Special Use Permit authorizing the use of a tract of property located at 2314 N. US Highway 175, Seagoville, Dallas county, Texas, for single family dwelling purposes; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

---

### **INTRODUCTION**

Consider approving a Special Use Permit (SUP) for a single-family dwelling unit within a nonresidential zoning district. Case No. 2024-006SUP.

### **BACKGROUND**

The property owner is requesting approval of a Special Use Permit (SUP) to allow for a single-family residence within a nonresidential zoning district located at 2314 N. US Highway 175. The property is currently a self-storage facility. The proposed dwelling unit would be within an existing structure and consist of 821 sq ft of living space. The proposed dwelling unit would allow for a caretaker/manager to live on site at the place of business.

### **FINANCIAL IMPACT**

N/A

### **RECOMMENDATION**

The Planning and Zoning Commission recommended approval of the request.

### **ATTACHMENTS**

1. Ordinance
2. Exhibits

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

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

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE, PLAN AND MAP OF THE CITY OF SEAGOVILLE, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A SPECIAL USE PERMIT AUTHORIZING THE USE OF A TRACT OF PROPERTY LOCATED AT 2314 N. US HIGHWAY 175, SEAGOVILLE, DALLAS COUNTY, TEXAS, FOR SINGLE FAMILY DWELLING PURPOSES; 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 Planning and Zoning Commission of the City of Seagoville, Texas, and the City Council of the City of Seagoville, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Seagoville is of the opinion and finds that a zoning change should be granted, and that the Comprehensive Zoning Ordinance, Plan and Map should be amended as provided for hereinafter.

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

**SECTION 1.** The Comprehensive Zoning Ordinance, Plan and Map of the City of Seagoville, Texas, heretofore duly passed by the governing body of the City of Seagoville, as heretofore amended, be and the same are hereby amended by granting a Special Use Permit to allow for a tract of property situated in a nonresidential zoning district to be used for limited single family residential purposes, said property being a 1.898+/- acre tract of land situated at 2314 N. US Highway 175, City of Seagoville, Dallas County, Texas, and being more particularly described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

**SECTION 2.** The Property may hereafter be used for limited single family residential purposes for on-site facility management, only as an accessory use to the existing use as a self-storage warehouse facility. In the event that the Property ceases to be used as a self-storage warehouse facility, this allowed special use, and any rights authorized or granted under this Ordinance, shall automatically terminate.

**SECTION 3.** The Property shall be used only in the manner and for the purposes provided herein and by the ordinances of the City of Seagoville, Texas, as heretofore amended, and as amended herein. In the event of a conflict or inconsistency between the provisions of this ordinance and the provisions contained in any other provision of the Code of Ordinances, or other codes or ordinances of the City, the provisions of this ordinance shall control. In the event

that this ordinance does not include a standard or regulation that is otherwise required for similar or comparable development or uses by the City's Comprehensive Zoning Ordinance or Code of Ordinances, then the standard or regulation required by the City's Comprehensive Zoning Ordinance or Code of Ordinances shall apply.

**SECTION 4.** All provisions of the ordinances of the City of Seagoville in conflict with the provisions of this ordinance as applicable to the Property be and the same are hereby repealed and all other provisions of the ordinances of the City of Seagoville not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5.** An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

**SECTION 6.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

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

**SECTION 8.** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the \_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

---

**MAYOR**

**ATTEST:**

---

**CITY SECRETARY**

**APPROVED AS TO FORM:**

---

**CITY ATTORNEY**

## EXHIBIT A

The above description describes the same property described in Title Commitment GF. No. 23000150054TX2, issued by Stewart Title Guaranty Company with an effective date of June 19, 2023 at 8:00 AM, and an issued date of June 27, 2023 at 2:47 PM.

BEING a 82,664 square foot (1.898 acre) tract of land, situated in the HERMAN HEDER SURVEY, ABSTRACT No. 541, City of Seagoville, Dallas County, Texas, same being that certain tract of land conveyed to MARJAX LLC & CARL W. MCAFEE & NETA H. MCAFEE, by Deed recorded in Instrument Number 201400170995, Official Public Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2" iron rod found in the northerly line of U.S. Highway 175 (Variable Width R.O.W.), same being the beginning of a curve to the left, having a radius of 11459.15 feet, and a chord which bears South 62 degrees 41 minutes 01 seconds East, for 156.99 feet;

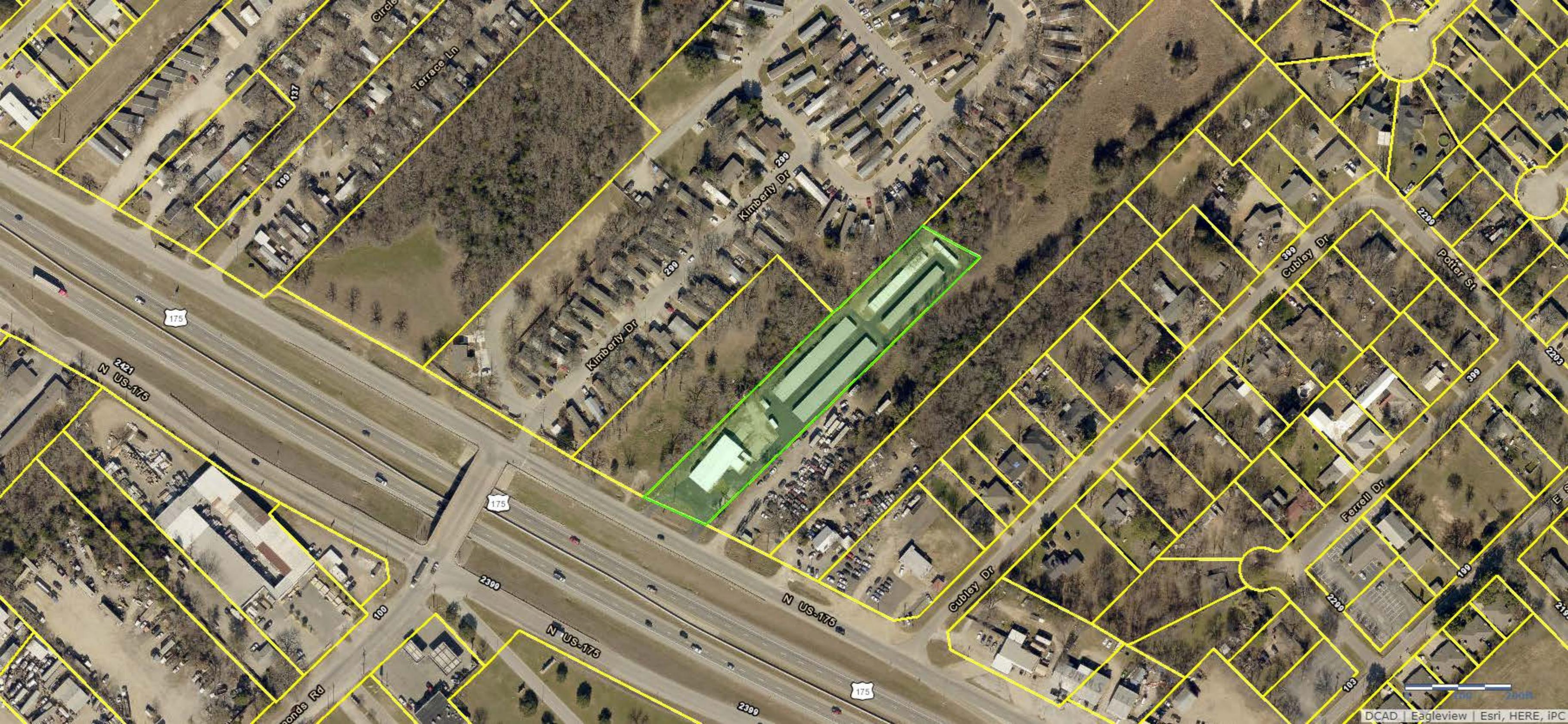
THENCE Southeasterly, along said curve to the left, and along said northerly line, through a central angle of 00 degrees 47 minutes 06 seconds, for an arc length of 156.99 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set for the POINT OF BEGINNING, same being the southerly corner of that certain tract of land conveyed to OMAR ALONZO, by Deed recorded in Instrument Number 202100020073, Official Public Records, Dallas County, Texas;

THENCE North 44 degrees 08 minutes 45 seconds East, departing said northerly line, for a distance of 726.00 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set in the easterly line of that certain tract of land conveyed to YES Companies EXP2 Key, LLC, by Deed recorded in Instrument Number 201600228364, Official Public Records, Dallas County, Texas, same being the most northerly westerly corner of that certain tract of land conveyed to Johnny C Ballard, by Deed recorded in Volume 99166, Page 4382, Deed Records, Dallas County, Texas;

THENCE South 63 degrees 22 minutes 41 seconds East, for a distance of 119.18 feet, to a "1" Post found for the Inner-ell corner of said Johnny C. Ballard tract;

THENCE South 44 degrees 06 minutes 33 seconds West, for a distance of 725.62 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set in aforementioned northerly line, same being the most westerly corner of said Johnny C. Ballard tract, from which a 3/8" iron rod found bears South 63 degrees 29 minutes 28 seconds East, for 427.26 feet;

THENCE North 63 degrees 28 minutes 57 seconds West, along said northerly line, for a distance of 119.74 feet, to the POINT OF BEGINNING and containing 82,664 square feet or 1.898 acres of land, more or less.



175

2421  
N US-175

175

N US-175

175

Circle

Terrace Ln

137

109

Kimberly Dr  
200

Kimberly Dr  
200

399  
Cutley Dr

Potter St  
2299

2203

399

Ferrell Dr  
2299

109

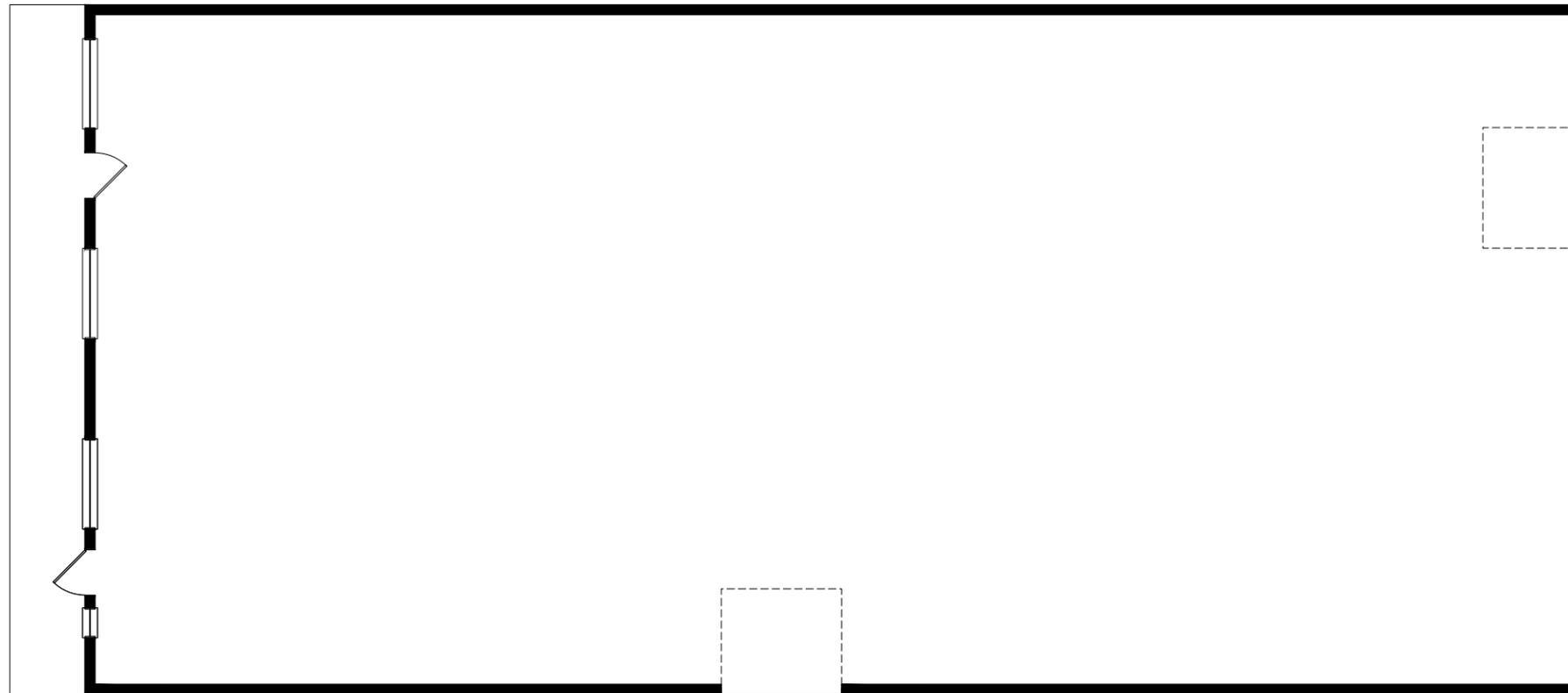
215

monds Rd

2399

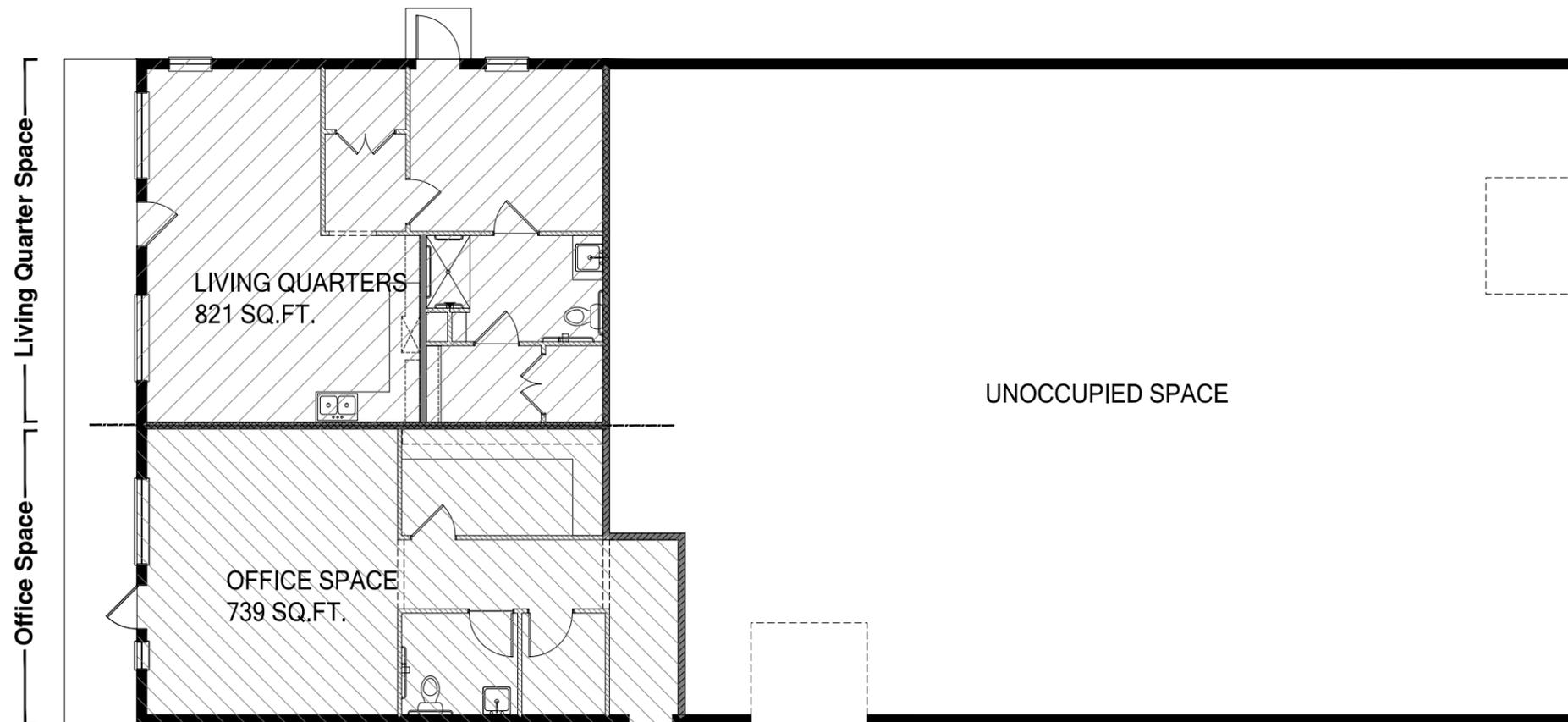
2399

102



**Existing Building Key Plan**

SCALE: 3/32"=1'-0" (1/16")



**Proposed Building Key Plan**

SCALE: 3/32"=1'-0" (1/16")

SQUARE FOOTAGES	
FULL BUILDING AREA	4575 SQ.FT
PROPOSED OFFICE SPACE	739 SQ.FT.
PROPOSED LIVING QUARTER	821 SQ.FT.

REVISIONS

DESCRIPTIONS

DATE

REV

PROPOSED DRAWINGS FOR

**Cube Smart #4834**  
 2314 North US Highway 175, Seagoville, TX  
 MERIT HILL



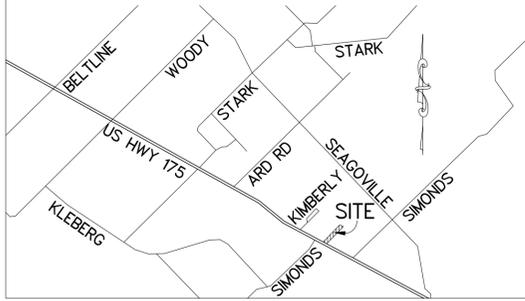
■ INNOVATIVE ■ DESIGN  
 ■ ENGINEERING ■ ARCHITECTURE

JOB NO: A1019MTH-2023-01  
 ISSUE DATE: 10-26-2023

KEY PLAN

**A0.2**

**VICINITY MAP – NOT TO SCALE**



**ITEMS CORRESPONDING TO SCHEDULE B**

The following was obtained from Title Commitment GF No. 23000150054TX2, issued by Stewart Title Guaranty Company with an effective date of June 19, 2023 at 8:00 AM and an issued date of June 27, 2023 at 2:47 PM

Items not shown below are considered standard exceptions and/or not a survey matter.

The following matters and all terms of the documents creating or offering evidence of the matters:

- 10b Easement Agreement by and between James A. Morgan and wife, Inez Morgan and City of Seagoville, Texas, by instrument dated April 3, 1959, filed May 11, 1959, recorded in/under Volume 5103, Page 7, Deed Records, Dallas County, Texas. APPROXIMATE LOCATION SHOWN HEREON

**ZONING INFORMATION**

Zoning information was provided by Zoning Info, Inc.  
 Dated: June 28, 2023 | Revised:  
 Project No: 82700

Zoned: "C" Commercial District

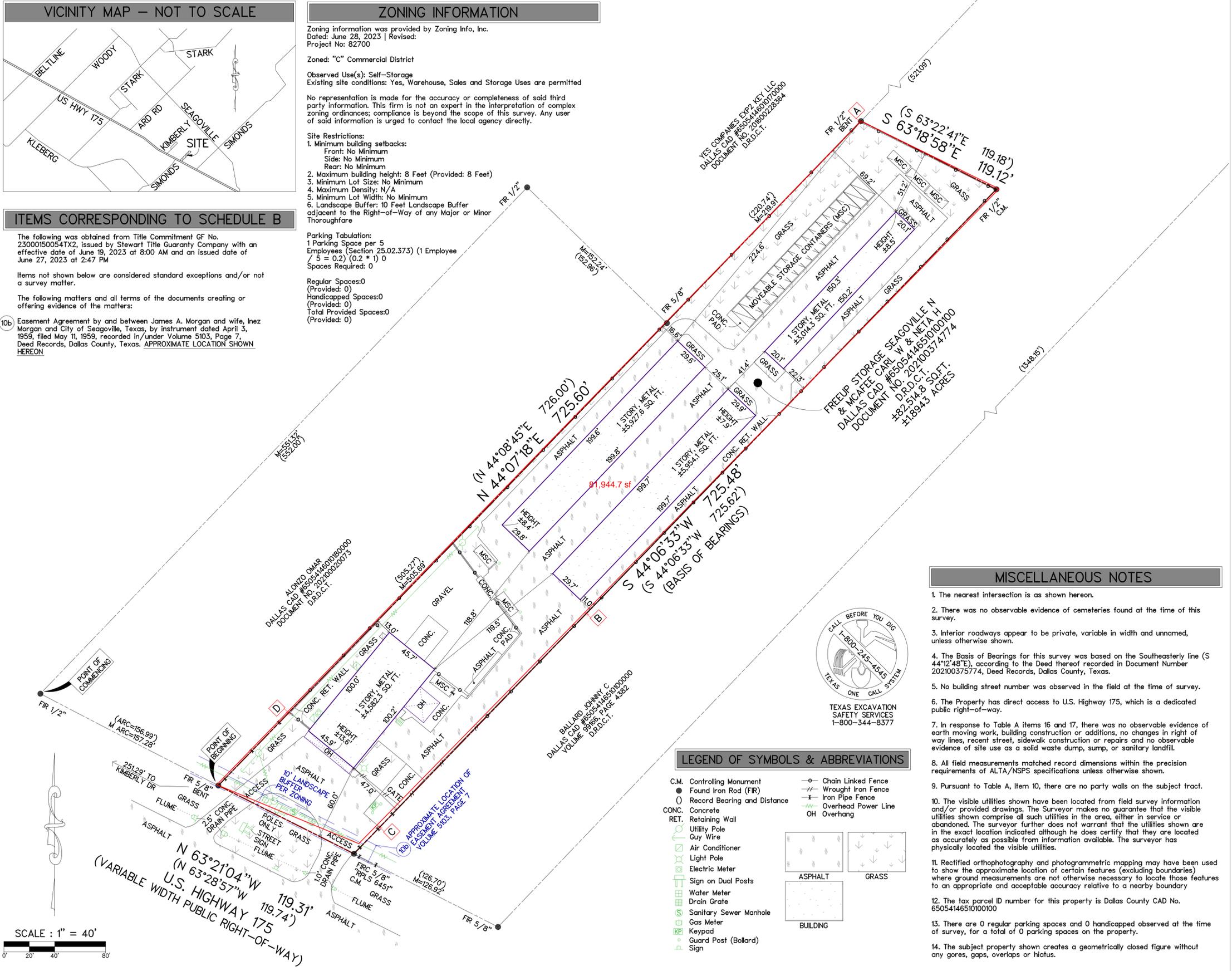
Observed Use(s): Self-Storage  
 Existing site conditions: Yes, Warehouse, Sales and Storage Uses are permitted

No representation is made for the accuracy or completeness of said third party information. This firm is not an expert in the interpretation of complex zoning ordinances; compliance is beyond the scope of this survey. Any user of said information is urged to contact the local agency directly.

- Site Restrictions:**
- Minimum building setbacks:  
 Front: No Minimum  
 Side: No Minimum  
 Rear: No Minimum
  - Maximum building height: 8 Feet (Provided: 8 Feet)
  - Minimum Lot Size: No Minimum
  - Maximum Density: N/A
  - Minimum Lot Width: No Minimum
  - Landscape Buffer: 10 Feet Landscape Buffer adjacent to the Right-of-Way of any Major or Minor Thoroughfare

**Parking Tabulation:**  
 1 Parking Space per 5 Employees (Section 25.02.373) (1 Employee / 5 = 0.2) (0.2 \* 1) 0  
 Spaces Required: 0

**Regular Spaces:** 0 (Provided: 0)  
**Handicapped Spaces:** 0 (Provided: 0)  
**Total Provided Spaces:** 0 (Provided: 0)



**FLOOD NOTE**

By graphic plotting only, this property is in Zone: X of the Flood Insurance Rate Map, Community Panel No. 48113C0540K, which bears an effective date of July 07, 2014 and IS NOT in a Special Flood Hazard Area. By reviewing the FEMA website (https://msc.fema.gov) we have learned this community DOES currently participate in the program. No field surveying was performed to determine this zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

**PROJECT REVISION RECORD**

DATE	DESCRIPTION	DATE	DESCRIPTION
3/27	ADDED TITLE COMMITMENT		
7/6	UPDATED TITLE AND ZONING		
7/11	UPDATED ZONING		
FIELD WORK: 03/16	DRAFTED: 03/20	DRAWN BY: AH	CHECKED BY: BD

**SIGNIFICANT OBSERVATIONS**

- A Fence is over the northwesterly boundary line by up to 0.4'
- B Concrete Retaining Wall is over the southeasterly boundary line by up to 0.3'
- C Concrete pad is over the southeasterly boundary line by up to 0.2'
- D Fence is over the northwesterly boundary line by up to 0.2'

**MISCELLANEOUS NOTES**

- The nearest intersection is as shown hereon.
- There was no observable evidence of cemeteries found at the time of this survey.
- Interior roadways appear to be private, variable in width and unnamed, unless otherwise shown.
- The Basis of Bearings for this survey was based on the Southeastery line (S 44°12'48"E), according to the Deed thereof recorded in Document Number 202100375774, Deed Records, Dallas County, Texas.
- No building street number was observed in the field at the time of survey.
- The Property has direct access to U.S. Highway 175, which is a dedicated public right-of-way.
- In response to Table A items 16 and 17, there was no observable evidence of earth moving work, building construction or additions, no changes in right of way lines, recent street, sidewalk construction or repairs and no observable evidence of site use as a solid waste dump, sump, or sanitary landfill.
- All field measurements matched record dimensions within the precision requirements of ALTA/NSPS specifications unless otherwise shown.
- Pursuant to Table A, Item 10, there are no party walls on the subject tract.
- The visible utilities shown have been located from field survey information and/or provided drawings. The Surveyor makes no guarantee that the visible utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from information available. The surveyor has physically located the visible utilities.
- Rectified orthophotography and photogrammetric mapping may have been used to show the approximate location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary.
- The tax parcel ID number for this property is Dallas County CAD No. 65054146510100100
- There are 0 regular parking spaces and 0 handicapped observed at the time of survey, for a total of 0 parking spaces on the property.
- The subject property shown creates a geometrically closed figure without any gores, gaps, overlaps or hiatus.



TEXAS EXCAVATION SAFETY SERVICES  
 1-800-344-8377

**LEGEND OF SYMBOLS & ABBREVIATIONS**

- C.M. Controlling Monument
- Found Iron Rod (FIR)
- ( ) Record Bearing and Distance
- CONC. Concrete
- RET. Retaining Wall
- Utility Pole
- Guy Wire
- Air Conditioner
- Light Pole
- Electric Meter
- Sign on Dual Posts
- Water Meter
- Drain Grate
- Sanitary Sewer Manhole
- Gas Meter
- Keypad
- Guard Post (Bollard)
- Sign
- Chain Linked Fence
- Wrought Iron Fence
- Iron Pipe Fence
- Overhead Power Line
- OH Overhang
- ASPHALT
- GRASS
- BUILDING

**RECORD DESCRIPTION**

The above description describes the same property described in Title Commitment GF. No. 23000150054TX2, issued by Stewart Title Guaranty Company with an effective date of June 19, 2023 at 8:00 AM, and an issued date of June 27, 2023 at 2:47 PM.

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THENCE Southeastery, along said curve to the left, and along said northerly line, through a central angle of 00 degrees 47 minutes 06 seconds, for an arc length of 156.99 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set for the POINT OF BEGINNING, same being the southerly corner of that certain tract of land conveyed to OMAR ALONZO, by Deed recorded in Instrument Number 202100020073, Official Public Records, Dallas County, Texas;

THENCE North 44 degrees 08 minutes 45 seconds East, departing said northerly line, for a distance of 726.00 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set in the easterly line of that certain tract of land conveyed to YES Companies EXP2 Key, LLC, by Deed recorded in Instrument Number 201600228364, Official Public Records, Dallas County, Texas, same being the most northerly westerly corner of that certain tract of land conveyed to Johnny C Ballard, by Deed recorded in Volume 99166, Page 4382, Deed Records, Dallas County, Texas;

THENCE South 63 degrees 22 minutes 41 seconds East, for a distance of 119.18 feet, to a "T" Post found for the inner-ell corner of said Johnny C. Ballard tract;

THENCE South 44 degrees 06 minutes 33 seconds West, for a distance of 725.62 feet, to a 5/8" iron rod with Purple plastic cap stamped, "RPLS 6451" set in aforementioned northerly line, same being the most westerly corner of said Johnny C. Ballard tract, from which a 3/8" iron rod found bears South 63 degrees 29 minutes 28 seconds East, for 427.26 feet;

THENCE North 63 degrees 28 minutes 57 seconds West, along said northerly line, for a distance of 119.74 feet, to the POINT OF BEGINNING and containing 82,664 square feet or 1.898 acres of land, more or less.

**ALTA/NSPS LAND TITLE SURVEY**

for  
**Merit Hill Fort Worth – Seagoville**  
 NV5 Project No. 202300846, 002  
 2314 North US Highway 175, Seagoville, TX 75159

based upon Title Commitment No. 23000150054TX2  
 of STEWART TITLE GUARANTY COMPANY  
 bearing an effective date of June 19, 2023 at 8:00 AM

Surveyor's Certification

To: Merit Hill Acquisitions SS V REIT A LLC; MHC 249 (SEAGOVILLE & FORT WORTH TX) LLC; REED SMITH LLP; LENDER TBD; STEWART TITLE GUARANTY COMPANY, and Bock & Clark Corporation, an NV5 Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6a, 6b, 7a, 7b1, 7c, 8, 9, 10, 13, 14, 16, 17, and 19 of Table A thereof

The field work was completed on March 16, 2023.

David M. Henderson  
 Registered Professional Land Surveyor No. 4489  
 in the State of Texas  
 Date of Field Survey: 03/16/2023  
 Date of Last Revision: 07/11/2023  
 Network Project No. 202300846:002  
 License No. 10120700  
 Dwg. No.: 2323517  
 Drawn By: AH  
 Checked By: BD

DAVID M. HENDERSON  
 LAND SURVEYOR  
 4489

SHEET 1 OF 1

Bock & Clark Corporation  
 an NV5 Company

**NV5**

Transaction Services 1-800-SURVEYS (787-8397)  
 3550 W. Market Street, Suite 200, Akron, Ohio 44333  
 www.BockandClark.com maywehelpyou@bockandclark.com www.NV5.com

SURVEY • ZONING • ENVIRONMENTAL • ASSESSMENT



TO: Mayor and City Council

FROM: Pat Stallings, City Manager

DATE: May 6, 2024

ITEM: 15

FIRST READING: Discuss and consider a Resolution approving the Economic Development project between the Seagoville Economic Development Corporation and Jeffrey Hansen, an individual, and JK Industries DFW, LLC, a Texas Limited Liability Company doing business as Groomer Outlet, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date.

---

#### **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 promote and retain new and expanded business enterprises within the City with Jeffrey Hansen, an individual, and JK Industries DFW, LLC, a Texas limited liability company doing business as Groomer Outlet, under the terms and conditions set forth in an Economic Development Incentive Agreement

#### **FINANCIAL IMPACT**

\$2,056.75



TO: Mayor and City Council  
FROM: Pat Stallings, City Manager  
DATE: May 6, 2024  
ITEM: 16  
FIRST READING: Discuss and consider a Resolution approving the Seagoville Economic Development Corporation's action authorizing the negotiation and execution of a construction contract with Agron Rexha, doing business as Goni Construction, for construction/build out of restaurant facilities at 101 and 103 North Kaufman for a total price not to exceed \$539,000.00 and further authorizing disbursement of SEDC funds not to exceed said amount; and providing an effective date.

---

#### **INTRODUCTION**

The purpose of this item is to approve an Economic Development Project.

#### **BACKGROUND**

Studio HMA LLC has provided design and architectural plans to the Seagoville Economic Development Corporation ("SEDC") for layout and finish out of the SEDC's property located at 101 AND 103 N. Kaufman as a restaurant.

Agron Rexha, doing business as Goni Construction, has submitted a proposal for construction/build out of the restaurant facility at 101 and 103 N. Kaufman for a total price not to exceed \$539,000.00.

#### **FINANCIAL IMPACT**

\$539,000.00



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: May 6, 2024

ITEM: 17

DESCRIPTION: Discuss and consider approving a professional reimbursement agreement with BRD Land and Investment for reimbursement of fees and expenses incurred in the creation, negotiation, review, execution, and initial administration of development applications, proposals, agreements, and the review, creation, and establishment of a public improvement district and tax reinvestment zone.

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### **INTRODUCTION**

The proposed professional services reimbursement agreement will establish a mechanism for the City to enter negotiations and discussions for a possible Public Improvement District and Tax Increment Reinvestment Zone associated with Lakes of Rolling Meadows.

### **BACKGROUND**

The attached agreement will enable City Staff to begin negotiating with the developer of Lakes of Rolling Meadows. The developer is ultimately seeking a Public Improvement District (PID) and Tax Increment Reinvestment Zone (TIRZ). Execution of the subject agreement will enable Staff to explore the prospects of creating these special zones, while establishing a funding source for the associated legal, financial, and engineering fees associated with the PID and TIRZ analysis. The agreement does not bind the City to create a PID or TIRZ.

### **FINANCIAL IMPACT**

N/A

### **RECOMMENDATION**

Staff recommends approval of the proposed agreement.

### **ATTACHMENTS**

1. Resolution
2. Reimbursement Agreement

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS**

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

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, ACCEPTING AND APPROVING A REIMBURSEMENT AGREEMENT WITH BRD LAND & INVESTMENT FOR REIMBURSEMENT OF FEES AND EXPENSES INCURRED IN THE CREATION, NEGOTIATION, REVIEW, EXECUTION, AND INITIAL ADMINISTRATION OF DEVELOPMENT APPLICATIONS, PROPOSALS AND AGREEMENTS, AND THE REVIEW, CREATION AND ESTABLISHMENT OF A PUBLIC IMPROVEMENT DISTRICT AND TAX INCREMENT REINVESTMENT ZONE, RELATING TO THE ROLLING MEADOWS TRACT; AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Seagoville, Texas has been presented with a preliminary proposal for the development of the Rolling Meadows tract situated in the City's northern quadrant, which will involve a development agreement, the creation of a Public Improvement District (PID) and a Tax Increment Reinvestment Zone (TIRZ), the potential issuance of bonded indebtedness, and numerous City reviews and approvals; and

**WHEREAS**, the administrative burden on City staff and the costs and expenses associated with professional participation and reviews is expected to be significant; and

**WHEREAS**, the City and the Developer recognize and agree that through the entire development process, including creation, negotiation, review, execution and initial administration of the PID and TIRZ, the City will be required to incur expenses, including expenses for professional services and for legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, court costs, special consultant fees, and fees for administrative time of City staff; and

**WHEREAS**, the Developer of the project is willing to provide reimbursement for costs and expenses incurred by the City for extraordinary expenses including its use of outside consultants, advisers and professionals associated with development applications and the process of issuing development approvals; and

**WHEREAS**, the City Council of the City of Seagoville, Texas finds and determines that it is in the best interests of the citizens of the City to accept and approve an agreement wherein the Developer will reimburse the City for costs and expenses, including professional and consulting fees and expenses, incurred by the City in connection with the development of the proposed project.

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

**SECTION 1:** That the City Council of the City of Seagoville does hereby accept and approve the Reimbursement Agreement by and between the City of Seagoville, Texas, and BRD Land & Investment, a South Carolina General Partnership, a true and correct of which is attached hereto as Exhibit "A."

**SECTION 2:** That the City Council's approval of the Reimbursement Agreement shall in no way be construed as an acceptance, grant or approval of any development application, permit or approval, other than the Reimbursement Agreement itself.

**SECTION 3:** That the City Council does hereby authorize the Mayor and/or City Manager to execute the necessary documents on the City's behalf after City Attorney approval.

**SECTION 4:** This resolution shall become effective immediately upon its passage.

**Duly Passed** by the City Council of the City of Seagoville, Texas this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**EXHIBIT "A"**  
Legal Description

TRACT 1

BEING 47.97 ACRE TRACT OF LAND SITUATED IN THE ANDREW NAIL SURVEY, ABSTRACT NUMBER 1070, DALLAS COUNTY, TX, AND BEING ALL OF A TRACT OF LAND DESCRIBED IN A DEED TO 175 SEAGOVILLE LP, RECORDED IN DOCUMENT NUMBER 200900288154, OFFICIAL PUBLIC RECORD, DALLAS COUNTY, TEXAS (O.P.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE SOUTHERLY SOUTHEAST CORNER OF SAID 175 SEAGOVILLE LP TRACT (200900288154) AND AN INNER ELL CORNER OF A CALLED 117.23 ACRES OF LAND DESCRIBED IN A DEED TO 175 SEAGOVILLE LP, RECORDED IN DOCUMENT NUMBER 20070272046 (O.P.R.D.C.T.);

THENCE NORTH 45 DEGREES 36 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID, 75 SEAGOVILLE LP TRACT (200900288154) AND A NORTH LINE OF SAID 117.23 ACRE TRACT, A DISTANCE OF 569.15 FEET TO A FOUND 60d NAIL AT THESOUTHWEST CORNER OF SAID 175 SEAGOVILLE LP TRACT (200900288154);

THENCE NORTH 44 DEGREES 25 MINUTES 21 SECONDS EAST ALONG THE WEST LINE OF SAID 175 SEAGOVILLE LP TRACT (200900288154), A DISTANCE OF 3183.23 FEET TO THE CENTER OF THE EAST FORK OF THE TRINITY RIVER;

THENCE ALONG THE CENTER OF THE TRINITY RIVER THE FOLLOWING CALLS:

SOUTH 47 DEGREES 01 MINUTES 55 SECONDS EAST, A DISTANCE OF 656.73 FEET;

SOUTH 30 DEGREES 12 MINUTES 50 SECONDS EAST, A DISTANCE OF 190.27 FEET;

SOUTH 11 DEGREES 34 MINUTES 12 SECONDS EAST, A DISTANCE OF 224.09 FEET;

SOUTH 26 DEGREES 03 MINUTES 16 SECONDS WEST, A DISTANCE OF 161.88 FEET;

SOUTH 37 DEGREES 45 MINUTES 05 SECONDS WEST, A DISTANCE OF 118.41 FEET;

SOUTH 80 DEGREES 37 MINUTES 43 SECONDS WEST, A DISTANCE OF 109.71 FEET;

NORTH 60 DEGREES 15 MINUTES 53 SECONDS WEST, A DISTANCE OF 215.22 FEET;

NORTH 77 DEGREES 07 MINUTES 41 SECONDS WEST, A DISTANCE OF 104.88 FEET;

SOUTH 76 DEGREES 53 MINUTES 55 SECONDS WEST, A DISTANCE OF 74.63 FEET;

SOUTH 42 DEGREES 49 MINUTES 22 SECONDS WEST, A DISTANCE OF 45.58 FEET;

THENCE NORTH 27 DEGREES 37 MINUTES 46 SECONDS WEST DEPARTING THE EAST FORK OF THE TRINITY RIVER ALONG THE COMMON LINE OF SAID 175 SEAGOVILLE LP TRACT (200900288154) AND SAID 117.23 ACRE TRACT, A DISTANCE OF 77.91 FEET;

THENCE NORTH 06 DEGREES 24 MINUTES 44 SECONDS EAST ALONG THE COMMON LINE OF SAID 175 SEAGOVILLE LP TRACT (200900288154) AND SAID 117.23 ACRE TRACT, A DISTANCE OF 74.82 FEET;

THENCE SOUTH 44 DEGREES 25 MINUTES 21 SECONDS WEST, ALONG THE COMMON LINE OF SAID 175 SEAGOVILLE LP TRACT (200900288154) AND SAID 117.23 ACRE TRACT, A DISTANCE OF 2529.00 FEET TO THE

**EXHIBIT "A"**  
Legal Description

POINT OF BEGINNING AND CONTAINING 47.97 ACRES OF LAND MORE OF LESS.

TRACT 2

BEING 115.63 ACRE TRACT OF LAND SITUATED IN THE JOHN D. MERCHANT SURVEY, ABSTRACT NUMBER 850, AND THE ANDREW NAIL SURVEY, ABSTRACT NUMBER 1070, DALLAS COUNTY, TX, AND BEING A PART OF A CALLED 117.23 ACRES OF LAND DESCRIBED IN A DEED TO 175 SEAGOVILLE LP, RECORDED IN DOCUMENT NUMBER 20070272046, OFFICIAL PUBLIC RECORD, DALLAS COUNTY, TEXAS (O.P.R.D.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE SOUTHERLY SOUTHEAST CORNER OF SAID 117.23 ACRES OF LAND AND A TRACT OF LAND DESCRIBED IN A DEED TO 175 SEAGOVILLE LP, RECORDED IN DOCUMENT NUMBER 200900288154 (O.P.R.D.C.T.),

THENCE NORTH 44 DEGREES 25 MINUTES 21 SECONDS EAST, ALONG THE COMMON LINE OF SAID 175 SEAGOVILLE LP TRACT (200900288154) AND SAID 117.23 ACRE TRACT, A DISTANCE OF 2529.00 FEET;

THENCE SOUTH 06 DEGREES 24 MINUTES 44 SECONDS WEST, ALONG THE COMMON LINE OF SAID 175 SEAGOVILLE LP TRACT (200900288154) AND SAID 117.23 ACRE TRACT, A DISTANCE OF 74.82 FEET;

THENCE SOUTH 27 DEGREES 37 MINUTES 46 SECONDS EAST, ALONG THE COMMON LINE OF SAID 175 SEAGOVILLE LP TRACT (200900288154) AND SAID 117.23 ACRE TRACT, A DISTANCE OF 77.91 FEET TO THE CENTER OF THE EAST FORK OF THE TRINITY RIVER;

THENCE ALONG THE CENTER OF THE TRINITY RIVER THE FOLLOWING CALLS:

SOUTH 41 DEGREES 15 MINUTES 19 SECONDS WEST, A DISTANCE OF 69.40 FEET;

SOUTH 19 DEGREES 57 MINUTES 22 SECONDS EAST, A DISTANCE OF 116.81 FEET;

SOUTH 56 DEGREES 02 MINUTES 53 SECONDS EAST, A DISTANCE OF 120.12 FEET;

SOUTH 32 DEGREES 11 MINUTES 40 SECONDS EAST, A DISTANCE OF 111.77 FEET;

SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 89.04 FEET;

SOUTH 30 DEGREES 03 MINUTES 57 SECONDS WEST, A DISTANCE OF 246.34 FEET;

SOUTH 21 DEGREES 11 MINUTES 35 SECONDS WEST, A DISTANCE OF 91.19 FEET;

SOUTH 19 DEGREES 48 MINUTES 39 SECONDS EAST, A DISTANCE OF 75.35 FEET;

SOUTH 53 DEGREES 35 MINUTES 27 SECONDS EAST, A DISTANCE OF 274.85 FEET;

THENCE SOUTH 44 DEGREES 19 MINUTES 31 SECONDS WEST, A DISTANCE OF 1966.50 FEET TO A FENCE CORNER POST FOUND AT AN INNER ELL CORNER OF SAID 117.23 ACRE TRACT;

THENCE SOUTH 44 DEGREES 32 MINUTES 32 SECONDS EAST ALONG THE COMMON LINE OF SAID 117.23 ACRE AND SAID SORRELLS TRACT, A DISTANCE OF 624.53 FEET TO A 5/8 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE EASTERLY NORTHEAST CORNER OF SAID 117.23 ACRE TRACT, SAME BEING THE NORTHERLY NORTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO JUAN FLORES AND WIFE MARIA S. FLORES, RECORDED IN VOLUME 96002, PAGE 751 (O.P.R.D.C.T.);

**EXHIBIT "A"**  
Legal Description

THENCE SOUTH 44 DEGREES 49 MINUTES 09 SECONDS WEST ALONG THE COMMON LINE OF SAID 117.23 ACRE TRACT AND SAID FLORES TRACT, A DISTANCE OF 958.52 FEET TO A 1/2 INCH IRON ROD FOUND WITH CAP TO THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF SEAGOVILLE, RECORDED IN DOCUMENT NUMBER 201900305819 (O.P.R.D.C.T.);

THENCE NORTH 68 DEGREES 14 MINUTES 58 SECONDS WEST, DEPARTING SAID THE COMMON LINE OF SAID 117.23 ACRE TRACT AND SAID FLORES TRACT ALONG THE NORTH LINE OF SAID CITY OF SEAGOVILLE TRACT, A DISTANCE OF 373.09 FEET TO A 1/2 INCH IRON ROD FOUND WITH CAP TO THE NORTHWEST CORNER OF SAID CITY OF SEAGOVILLE TRACT;

THENCE SOUTH 44 DEGREES 23 MINUTES 50 SECONDS WEST ALONG THE WEST LINE OF SAID SEAGOVILLE TRACT, A DISTANCE OF 184.68 FEET TO A 1/2 INCH IRON ROD FOUND, AT THE SOUTHWEST CORNER OF SAID CITY OF SEAGOVILLE TRACT ON THE SOUTHWEST LINE OF SAID 117.23 ACRE TRACT AND THE NORTHEAST LINE OF SAID BROOK VALLEY NO. 7 PHASE 1;

THENCE NORTH 45 DEGREES 28 MINUTES 11 SECONDS WEST ALONG THE COMMON LINE OF SAID 117.23 ACRE TRACT AND SAID BROOK VALLEY NO. 7, PHASE 1, AND PHASE 2, A DISTANCE OF 605.76 FEET TO A 1/2 INCH IRON ROD FOUND WITH CAP FOR CORNER AT THE SOUTHERN MOST SOUTHWEST CORNER OF SAID 117.23 ACRE TRACT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO SHEPHERD PLACE HOMES INC, RECORDED IN DOCUMENT NUMBER 202100093192 (O.P.R.D.C.T.);

THENCE NORTH 42 DEGREES 30 MINUTES 48 SECONDS EAST ALONG THE COMMON LINE OF SAID 117.23 ACRE TRACT AND SAID SHEPHERD PLACE HOMES TRACT, A DISTANCE OF 61.80 FEET TO A 1/2" IRON ROD FOUND WITH CAP AT AN INNER ELL CORNER OF SAID 117.23 ACRE TRACT AND BEING THE MOST EASTERLY NORTHEAST CORNER OF SAID SHEPHERD PLACE HOMES TRACT;

THENCE NORTH 45 DEGREES 01 MINUTES 19 SECONDS WEST ALONG THE COMMON LINE OF SAID 117.23 ACRE TRACT AND SAID SHEPHERD PLACE HOMES TRACT, A DISTANCE OF 1439.28 FEET TO A 3/4 INCH IRON ROD FOUND AT THE WESTERN MOST SOUTHWEST CORNER OF SAID 117.23 ACRE TRACT AND AN INNER ELL CORNER OF SAID SHEPHERD PLACE HOMES TRACT;

THENCE NORTH 44 DEGREES 57 MINUTES 56 SECONDS EAST ALONG THE COMMON LINE OF SAID 117.23 ACRE TRACT AND SAID SHEPHERD PLACE HOMES TRACT, A DISTANCE OF 1245.81 FEET TO A 1/2 INCH IRON ROD FOUND AT THE WESTERN MOST NORTHWEST CORNER OF SAID 117.23 ACRE TRACT;

THENCE SOUTH 45 DEGREES 35 MINUTES 24 SECONDS EAST ALONG THE NORTH LINE OF SAID 117.23 ACRE TRACT, A DISTANCE OF 233.52 FEET TO A 60D NAIL FOUND AT THE SOUTHWEST CORNER OF SAID 175 SEAGOVILLE LP TRACT (200900288154);

THENCE SOUTH 45 DEGREES 36 MINUTES 59 SECONDS EAST ALONG THE COMMON LINE OF SAID 117.23 ACRE TRACT AND SAID 175 SEAGOVILLE LP TRACT (200900288154), A DISTANCE OF 569.15 FEET TO THE POINT OF BEGINNING AND CONTAINING 115.63 ACRES OF LAND MORE OF LESS.

TRACT 3

BEING 75.19 ACRES OF LAND LOCATED IN THE ANDREW NALL SURVEY, ABSTRACT NUMBER 1070, DALLAS COUNTY, TEXAS, BEING ALL OF THE CALLED 65.1037 ACRE TRACT, DESCRIBED IN A DEED TO STEVE C. SORRELLS, RECORDED IN VOLUME 2001124, PAGE 07106 REAL PROPERTY RECORDS DALLAS COUNTY, TEXAS (R.P.R.D.C.T.) AND THE CALLED 10.0000 ACRE TRACT DESCRIBED IN A DEED TO STEVE SORRELL, RECORDED IN VOLUME 2001119, PAGE 05896 (R.P.R.D.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS BY METES AND BOUNDS:

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BEGINNING AT A WOOD FENCE CORNER POST FOUND AT THE WESTERN CORNER OF SAID 65.1037 ACRE TRACT AND AN INNER ELL CORNER OF A CALLED 117.23 ACRE TRACT OF LAND BEING DESCRIBED IN A DEED TO 175 SEAGOVILLE LP, A TEXAS LIMITED PARTNERSHIP, RECORDED IN INSTRUMENT NUMBER 20070272046, (R.P.R.D.C.T.);

THENCE NORTH 44 DEGREES 19 MINUTES 30 SECONDS EAST ALONG THE NORTHWEST LINE OF SAID 65.1037 ACRE TRACT AND A SOUTHEAST LINE OF SAID 117.23 ACRE TRACT, A DISTANCE OF 1966.50 FEET TO THE NORTH CORNER OF SAID 65.1037 ACRE TRACT AND THE EAST CORNER OF SAID 117.23 ACRE TRACT AND BEING IN THE CENTER OF THE EAST FORK OF THE TRINITY RIVER;

THENCE ALONG THE MEANDERS OF THE CENTER OF THE EAST FOR OF THE TRINITY RIVER AND THE NORTHEAST LINE OF SAID 65.1037 ACRE TRACT THE FOLLOWING CALLS:

SOUTH 31 DEGREES 15 MINUTES 37 SECONDS EAST, A DISTANCE OF 338.28 FEET;

SOUTH 25 DEGREES 46 MINUTES 20 SECONDS EAST, A DISTANCE OF 517.90 FEET;

SOUTH 32 DEGREES 41 MINUTES 20 SECONDS EAST, A DISTANCE OF 523.20 FEET;

SOUTH 30 DEGREES 51 MINUTES 20 SECONDS EAST, A DISTANCE OF 614.50 FEET TO THE

EASTERN MOST SOUTHEAST CORNER OF SAID 65.1037 ACRE TRACT AT THE INTERSECTION OF THE CENTER OF THE EAST FORK OF THE TRINITY RIVER AT THE CENTER OF MALLOY BRIDGE ROAD;

THENCE SOUTH 44 DEGREES 03 MINUTES 40 SECONDS WEST ALONG THE SOUTHEAST LINE OF SAID 65.1037 ACRE TRACT, A DISTANCE OF 1459.00 FEET TO THE SOUTHERN MOST CORNER OF SAID 10.0000 ACRE TRACT AND THE EAST CORNER OF A CALLED 51.644 ACRE TRACT DESCRIBED IN A DEED TO JUAN AND MARIA FLORES, RECORD IN VOLUME 96002, PAGE 751, (D.R.D.C.T.);

THENCE NORTH 45 DEGREES 00 MINUTES 13 SECONDS WEST ALONG THE SOUTHWEST LINE OF SAID 10.0000 ACRE TRACT, A DISTANCE OF 1300.89 FEET TO A 5/8" IRON ROD FOUND AT THE NORTH CORNER OF SAID FLORES TRACT;

THENCE NORTH 44 DEGREES 32 MINUTES 32 SECONDS WEST CONTINUING ALONG THE SOUTHWEST LINE OF SAID SORRELLS TRACT AND A NORTHEAST LINE OF SAID 117.23 ACRE, A DISTANCE OF 624.52 FEET TO THE POINT OF BEGINNING AND CONTAINING 75.19 ACRES OF LAND MORE OF LESS

NOTE: COMPANY DOES NOT REPRESENT THAT THE ABOVE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.



WHEREAS, the Developer recognizes that the City has limited financial resources to expend for the City Expenses and without the financial assistance of the Developer, the City may be unable to expeditiously process the formation of the PID and TIR and assist the Developer with developing the Development Area; and

WHEREAS, as a result and in consideration of the foregoing, the Developer desires and hereby agrees to pay and/or reimburse City for all City Expenses in accordance with the terms of this Agreement; and

WHEREAS, the City Council of the City, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interest of the City are carried out.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree as follows:

**Agreement**

1. **Recitals.** The representations, covenants, and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into this Agreement and adopted by the parties to this Agreement.

2. **Exhibits.** All Exhibits referenced in this Agreement, and listed below, are incorporated herein for all purposes; specifically:

Exhibit A – Legal Description of Development Area.

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

(a) Upon execution of this Agreement, the Developer shall deliver to the City \$50,000.00 (“Developer Deposit”) to be used by the City for the sole purpose of making payment for City Expenses including but not limited to City Expenses incurred for Professional Services performed by City Consultants. For purposes of this Agreement, “City Consultants” means such professionals as City may engage to provide advice and counsel and other professional services in association with the Professional Services, which professionals shall include, but not be limited to, attorneys, professional engineers, surveyors, accountants, appraisers, and financial advisors and specifically includes but is not limited to:

- a. Nichols, Jackson, Dillard, Hager & Smith, LLP;
- b. Hilltop Securities;
- c. Bracewell, LLP; and
- d. P3Works, Inc.
- e. Identify Engineering Firm

(b) City agrees to hold the Developer Deposit in a separate fund maintained by City

within City's books of account. Notwithstanding the foregoing, City may commingle the funds for the Developer Deposit with City's other funds held within City's depository or investment accounts provided all funds received into and spent from such separate fund are accounted for by City as provided in the paragraph (d), below.

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

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

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

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

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

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

4. City's Obligations. In utilizing Professional Services, the City shall act in good faith and shall not incur costs unnecessarily and arbitrarily. The parties agree that nothing in this Agreement constitutes the approval of any permit or obligates the City to enter into a Development Agreement, approve creation or establishment of a PID or TIR  or enter agreements relating thereto, or otherwise approve any particular project proposed by the Developer and that the City retains its authority to approve, deny, or approve in part, any permit, project or district. Developer's obligation to pay the City Expenses shall exist and continue independent of whether a Development Agreement is executed, and regardless of whether the PID and/or TIR  is approved or established or whether agreements necessary thereto are executed. This Agreement confers no vested rights or development rights on the Development Area or to the Developer.

5. Termination. Either Party may terminate this Agreement for any reason or for no reason by providing not less than five (5) business days' written notice of termination to the other Party. Termination of this Agreement shall be the sole and exclusive remedy of City or Developer, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. City shall be entitled to pay City Expenses from the Developer Deposit for:

(a) Work performed by City Consultants or others in providing Professional Services incurred through the effective date of termination; and

(b) Expenses for which City is contractually obligated to reimburse a City Consultant or other person or entity providing Professional Services for services provided through the effective date of termination.

6. City's Right to Information. Promptly on request by the City or any of the City's professional consultants providing Professional Services in accordance with this Agreement, the Developer agrees to provide such information relating to development of the Development Area, including financial information, as the City or its consultants may in their discretion determine is necessary for their evaluation of the feasibility or advisability of the PID and/or TIR , or of the creation or use of a particular district or zone in furtherance of the Development Area. The City shall direct its City Attorney and other legal counsel retained not to release any data or information provided by the Developer to a third party, unless either the Developer provides written consent for such release, or the City is otherwise directed to release the information by law or court order.

7. City Attorney's Obligations. Notwithstanding anything to the contrary contained herein, the Developer acknowledges that the City Attorney shall exclusively represent the legal interest of the City of Seagoville, Texas, and that no attorney-client privilege between the Developer and the offices of the City Attorney, or any of its attorneys, shall be established by virtue of this Agreement.

8. No Obligation to Establish PID. Developer acknowledges that City has no obligation to establish the PID or to issue any bonds or other indebtedness with respect thereto, and nothing contained within this Agreement shall create any such obligation. Developer's obligation to pay the City Expenses as provided herein above shall exist and continue independent of whether the PID or bonds or other indebtedness are approved. This Agreement shall confer no vested rights or development rights on the Property, the Development Area or to Developer. Further, this Agreement shall provide no assurances, promises, or covenants to approve any permit or development on the Property.

No Obligation to Establish TIR. Developer acknowledges this Agreement does not obligate City to establish the TIR or enter into a TIR Agreement. Developer's obligation to pay the City Expenses shall exist and continue independent of whether the TIR is approved or execution of one or more TIR Agreements. This Agreement confers no vested rights or development rights on the Property or to the Developer.

10. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the obligation of the Developer to pay City Expenses.

11. Amendment. This Agreement may only be amended or altered by written instrument signed by the Developer and the City.

12. Successors and Assigns. Neither the City nor the Developer may assign or transfer this Agreement or any interest in this Agreement without prior written consent of the other party. This Agreement is binding upon and inures to the benefit of the City and the Developer and their permitted assigns; however, this Agreement confers no rights or benefits on any third parties and, in particular, no rights or benefits on any provider of Professional Services other than for payment of services rendered.

13. Notice. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified Mail Return Receipt Requested, on the earlier of the date actually received at the delivery address or five business days after mailed; (b) if deposited with a private delivery service (such as U.P.S. or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address; and (c) if otherwise given (including by E-mail), when actually received at the delivery address. All notices shall be addressed as set forth below; however, any party may change its address for purposes of this Agreement by giving notice of such change as provided by this Section 11:

City:

City of Seagoville  
Patrick Stallings, City Manager  
702 US-175 Frontage Road  
Seagoville, Texas 7515

With a Copy to:

David M. Berman, City Attorney  
Nichols Jackson Dillard Hager  Smith  
500 North Akard, Suite 1800  
Dallas, Texas 75201

Developer:

14. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for nor against either party.

15. Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue for any dispute arising out of this Agreement shall lie in Dallas County, Texas.

16. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

17. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

18. Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its respective obligations under this Agreement.

1  Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

20. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.

22. Attorney's Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party.

23. Non-Recordation. This Agreement shall not be recorded.

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

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

Date:

DocuSigned by:  


By:  Its

Date:

CIT  OF SEAGO ILLE, TEXAS

By: \_\_\_\_\_  
Name:   
Title:

ATTEST:

\_\_\_\_\_  
City Secretary

Approved as to form:

By:   
City Attorney

## **EXHIBIT “A”**



TO: Mayor and City Council  
FROM: Gail French, Director of Finance  
DATE: May 06, 2024  
ITEM: 18  
DESCRIPTION: Discuss and consider an Ordinance amending Ordinance No. 24-2023, the Operating Budget for Fiscal Year October 1, 2023, through September 30, 2024; and authorizing the City Manager to make said budget amendments.

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### **INTRODUCTION**

Approve amendments to Ordinance 24-2023 which adopted the Operating Budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024, To:

- (1) Add An Authorized Cid Lieutenant Position For The Police Department (\$89,026) And A 2024 Ford Interceptor In The Amount Of (\$66,950),
- (2) To Increase The Building Maintenance Fund By (\$16,500),
- (3) And Increase Fund 1 Department 30 For One Time Projects by (\$86,575) to pay for the SCBA Fill Station for the Fire Department from the General Fund Unrestricted Fund Balance,
- (4) And Increase the Water Meters Account By \$118,240 In order to purchase an additional 450 Meters from the Water And Sewer Fund,
- (5) and add an authorized position for SEDC Executive Director/City Economic Development Director at cost of one (\$170,578) paid from the General Unrestricted Fund balance and from the Seagoville Economic Development budget equally.

### **BACKGROUND**

The City Council approved the 2023-2024 Operating Budget by Ordinance 24-2023 on August 28, 2023, appropriating the necessary funds out of the General Fund and Water and Sewer Fund revenues, grants and other revenues for the maintenance and operation of various funds, departments, activities and improvements of the City. Texas Local Government Code § 102.010, "Changes in Budget for Municipal Purposes", allows a municipality to amend its budget as deemed necessary for municipal purposes. The City Manager has submitted proposed amendments to the Operating Budget to fund the necessary changes to the General Fund totaling \$344,340 and for an additional \$118,240 to the Water Meter account in the Water & Sewer Fund to pay for an additional 450 meters, and add an authorized position for SEDC Executive Director/City Economic Development Director at cost of one hundred and seventy thousand five hundred and seventy-eight dollars (\$170,578) paid from the General Fund Unrestricted Fund Balance and from the Seagoville Economic Development budget equal amounts of \$85,289 each.

### **FINANCIAL IMPACT**

Funding is available from the General Fund Unrestricted fund balance and the Water and Sewer Fund. It would reduce the days of fund balance for the General Fund by 8.6 days and the Water and Sewer Fund by 5.4 days and increase the SEDC budget by \$85,289.

### **RECOMMENDATION**

Staff recommends approval.

### **ATTACHMENTS**

1. Ordinance

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF SEAGOVILLE, TEXAS  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AMENDMENTS TO ORDINANCE 24-2023, WHICH ADOPTED THE OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, TO (1) ADD AN AUTHORIZED CID LIEUTENANT POSITION FOR THE POLICE DEPARTMENT EIGHTY NINE THOUSAND AND TWENTY SIX DOLLARS (\$89,026) AND A 2024 FORD INTERCEPTOR IN THE AMOUNT OF SIXTY SIX THOUSAND NINE HUNDRED AND FIFTY DOLLARS (\$66,950) (2) TO INCREASE THE BUILDING MAINTENANCE FUND BY SIXTEEN THOUSAND FIVE HUNDRED DOLLARS (\$16,500), (3) AND INCREASE FUND 1 DEPARTMENT 30 FOR ONE TIME PROJECTS BY EIGHTY SIX THOUSAND FIVE HUNDRED AND SEVENTY FIVE (\$86,575) TO PAY FOR THE SCBA FILL STATION FOR THE FIRE DEPARTMENT FROM THE GENERAL FUND UNRESTRICTED FUND BALANCE, (4) AND INCREASE THE WATER METERS ACCOUNT BY \$118,240 IN ORDER TO PURCHASE AN ADDITIONAL 450 METERS FROM THE WATER AND SEWER FUND (5) AND ADD AN AUTHORIZED POSITION FOR SEDC EXECUTIVE DIRECTOR/CITY ECONOMIC DEVELOPMENT DIRECTOR AT COST OF ONE HUNDRED AND SEVENTY THOUSAND FIVE HUNDRED AND SEVENTY EIGHT DOLLARS (\$170,578) PAID FROM THE GENERAL UNRESTRICTED FUND BALANCE AND FROM THE SEAGOVILLE ECONOMIC DEVELOPMENT BUDGET EQUALLY; AUTHORIZING THE CITY MANAGER TO MAKE SAID BUDGET AMENDMENTS, TO TRANSFER APPROPRIATED FUNDS, AND TO FILE THE AMENDED BUDGET WITH THE COUNTY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council approved the 2023-2024 Operating Budget by Ordinance 24-2023 on August 28, 2023, appropriating the necessary funds out of the General Fund and Water and Sewer Fund revenues, grants and other revenues for the maintenance and operation of various funds, departments, activities and improvements of the City; and

**WHEREAS**, Texas Local Government Code § 102.010, “Changes in Budget for Municipal Purposes”, allows a municipality to amend its budget as deemed necessary for municipal purposes; and

**WHEREAS**, the City Manager has submitted proposed amendments to the Operating Budget, which the Council herein approves, to fund the necessary changes to the General Fund totaling \$344,340 for the authorized position of CID Lieutenant \$89,026 with a vehicle (2024 Ford Interceptor) \$66,950 and to fund additional costs for building maintenance \$16,500 and \$86,575

for the Fire Department for an SCBA fill-station and \$85,289 for the SEDC Executive Director/City Economic Development Director by transfer of said amount from the General Fund Unrestricted Fund Balance and \$85,289 from the Seagoville Economic Development Unrestricted fund balance, and to add an additional \$118,240 to the Water Meter account in the Water & Sewer Fund to pay for an additional 450 meters; and

**WHEREAS**, upon full consideration of the matter, Council finds it in the best interest of the City of Seagoville to make such amendments to the budget adopted by Ordinance 24-2023;

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

**SECTION 1.** That Ordinance 24-2023 adopted August 28, 2023, and approving the Operating Budget of the City for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024, be and is hereby amended to fund projects previously approved by the Council in accordance with the recitations in the preamble to this ordinance, which the Council finds to be true and correct.

**SECTION 2.** Expenditures made by the City during the fiscal year ending September 30, 2024, shall be made in accordance with the budget as hereby amended.

**SECTION 3.** Notwithstanding the foregoing, the City Manager is hereby authorized to transfer unencumbered appropriations within a department, but not between funds. The City Manager or designee is hereby authorized and directed to take those steps necessary to effectuate the budget amendment provided for herein, to cause the same to be duly reflected in the records of the City, and to file a certified copy thereof with the County Clerk of Dallas County, Texas.

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

**SECTION 3.** That should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same should not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional.

**SECTION 5.** This Ordinance shall take effect immediately from and after its passage, as the law and Charter so provide.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on 6th day of May 2024.

APPROVED:

\_\_\_\_\_

MAYOR

LACKEY STEPPER SEBASTIAN,

ATTEST:

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SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

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DAVID M. BERMAN, CITY ATTORNEY



TO: Mayor and City Council  
FROM: Pat Stallings, City Manager  
DATE: May 6, 2024  
ITEM: 19  
DESCRIPTION: Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving the amended bylaws for the Seagoville Economic Development Corporation; providing for a repealing clause; and declaring an effective date.

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### **INTRODUCTION**

The purpose of this item is to approve amendments for the SEDC Bylaws.

### **BACKGROUND**

Seagoville Economic Development Corporation (the "Corporation") has approved amendments to its Bylaws and recommends approval of the Amended Bylaws.

Upon full review and consideration of the Amended Bylaws of the Corporation and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved and adopted.

### **FINANCIAL IMPACT**

N/A

### **RECOMMENDATION**

The SEDC has made a recommendation in favor of this item.

### **ATTACHMENTS**

1. Resolution
2. Amended Bylaws

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

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE AMENDED BYLAWS FOR THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION; PROVIDING FOR A REPEALING CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the Seagoville Economic Development Corporation (the “Corporation”) has approved amendments to its Bylaws and recommends approval of the Amended Bylaws; and

**WHEREAS**, upon full review and consideration of the Amended Bylaws of the Corporation and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved and adopted.

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

**SECTION 1.** The Amended Bylaws for the Seagoville Economic Development Corporation, attached hereto as Exhibit “A” and incorporated herein, are approved.

**SECTION 2.** That all resolutions of the City of Seagoville in conflict with the provisions of this Resolution shall be, and the same are, hereby repealed, provided, however, that all other provisions of said resolutions that are not in conflict herewith shall remain in full force and effect.

**SECTION 3.** This resolution shall take effect immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Seagoville, Texas, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David Berman, City Attorney

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION  
AMENDED AND RESTATED BYLAWS**

**ARTICLE I OFFICES**

SECTION 1. PRINCIPAL OFFICE.

The Principal office of the Seagoville Economic Development Corporation ("SEDC" or "Corporation") shall be located in the City of Seagoville, Dallas County, Texas. The location is 105 North Kaufman Street. The Board of Directors (the "Board") shall be authorized to change the location of the principal office of the SEDC and will notify the Seagoville City Council (the "City Council") of any relocation immediately.

SECTION 2. REGISTERED OFFICE AND REGISTERED AGENT.

The registered office of the SEDC shall be City Hall, 702 North Highway 175, Seagoville, Texas 75159, and the registered agent shall be the City Secretary. The Board shall be authorized to establish business offices as well as to change the location of any business office of the SEDC.

**ARTICLE II**

**PURPOSE, POWERS AND APPROVAL**

SECTION 1. APPROVAL.

General Election on Saturday, 6 May 1995.

SECTION 2. PURPOSE.

The SEDC is incorporated for the purposes set forth in its Articles of Incorporation, the same to be accomplished on behalf of the City of Seagoville, Texas (the "City") as its duly constituted authority and instrumentality in accordance with the Development Corporation Act of 1979, as amended, Chapter 501-506 Texas Local Government Code (the "Act") as amended and other applicable laws.

SECTION 3. POWERS.

In fulfillment of its corporate purpose, the Corporation shall be governed by Section Type B of the Development Corporation Act of 1979, as amended, Article 5190.6, Vernon's Texas Civil Statutes (the 'Act), and shall have all of the powers set forth and conferred in its Articles of Incorporation, the Act, and in other applicable law, subject to the limitations contained herein.

SECTION 4. CHARACTER.

The SEDC shall be a non-profit association of voluntary members and shall not have capital stock. No part of the net earnings shall benefit any member, private shareholder or individual.

SECTION 5. LIMITATION.

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION  
AMENDED AND RESTATED BYLAWS**

The SEDC shall be non-political, non-partisan and non-sectarian in its activities.

**ARTICLE III**

**BOARD OF DIRECTORS**

SECTION 1. AUTHORITY.

SEDC business affairs, establishment of its policies, direction of the work and the control of funds and property shall be vested in the Board. The Board shall be composed of seven (7) members appointed by the City Council.

SECTION 2. QUALIFICATIONS.

Each Director shall be a resident in the City of Seagoville **for one year**. In addition, a Director shall meet at least one (1) of the following qualifications:

- (a) Serve, or have served as Chief Executive Officer (CEO) of a company; or
- (b) Serve, or have served in a position of executive management of a company; or
- (c) Serve, or have served in a professional capacity.

SECTION 3. VACANCIES AND RESIGNATIONS.

A vacancy in any Director's term which occurs by reason of death, resignation, disqualification, removal or otherwise shall be filled by the City Council. A vacancy which occurs in the office of Chairman or Vice Chairman shall be filled by an election by the Board from the remaining and newly appointed Directors.

SECTION 4. LENGTH OF SERVICE.

A Director may serve an unspecified number of terms, but, each Director must be reappointed by the City Council for each term.

SECTION 5. ATTENDANCE.

A Director must be present to vote at any meeting. Regular attendance at Board meetings is required. Three (3) consecutive, unexcused absences from Board meetings shall cause the position to be considered vacant and the City Council may appoint a replacement Director.

SECTION 6. POWERS, NUMBER AND TERM OF OFFICE.

- (a) The property and affairs of the Corporation shall be managed and controlled by the Board and, subject to the restrictions imposed by law, by the Articles of Incorporation, the Act and these Bylaws, the Board shall exercise all of the powers of the Corporation.
- (b) The Board shall consist of seven (7) Directors, each of whom shall be appointed by City Council.

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION  
AMENDED AND RESTATED BYLAWS**

- (c) The Directors constituting the initial Board shall be those named in the Articles of Incorporation. Successor Directors shall have the same qualifications and be appointed in the same manner.
- (d) Directors serve at the will and pleasure of the City Council and are appointed for terms of two (2) years each. Any Director may be re-appointed at the end of his/her term.

**SECTION 7. COMPENSATION OF THE DIRECTORS.**

Directors shall not receive any salary or compensation for their services. However, they shall be reimbursed for their actual and reasonable expense incurred in the performance of their official duties. All expenses will be approved by a majority vote of the Board.

**SECTION 8. MEETINGS OF DIRECTORS.**

The Directors may hold their meetings at locations within the City which the Board may determine; provided however, in the absence of any contrary determination by the Board, the meetings shall be held at the SEDC office.

**SECTION 9. NOTICE OF MEETINGS.**

The Board shall meet monthly, or as needed, to conduct the business of the corporation at a place and time to be determined by the Chair. All meetings of the Board shall provide notice thereof as provided in the Texas Open Meetings Act, Chapter 551 of the Texas Government Code. Any member of the Board may request that an item be placed on the agenda by delivering the same in writing to the Chairman no later than five (5) days prior to the date of the Board meeting.

**SECTION 10. OPEN MEETINGS ACT.**

All meetings and deliberations of the Board shall be called, convened, held and conducted and notice shall be given to the public, in accordance with the requirements of the Texas Open Meetings Act.

**SECTION 11. QUORUM.**

A majority of the Directors shall constitute a quorum for the conduct of the official business of the Corporation. The affirmative vote of four (4) Directors present at a meeting at which a quorum is in attendance shall constitute the Board action, unless the action of a greater number is required by law.

**SECTION 12. CONDUCT OF BUSINESS.**

- (a) At Board meetings, matters pertaining to the business of the Corporation shall be considered in accordance with the rules of procedure as prescribed by the Board or the law.
- (b) At all Board meetings, the Chair shall preside, and in the absence of the Chair, the Vice Chair shall exercise the powers of the Chair.

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION  
AMENDED AND RESTATED BYLAWS**

- (c) The Secretary of the Corporation shall act as Secretary of all meetings of the Board, but in absence of the Secretary, the Presiding Officer may appoint any person to act as Secretary of the meeting.
- (d) All meetings will be conducted under the rules of parliamentary procedure.

**SECTION 13. CONTRACTS FOR SERVICE.**

The Corporation may, with approval of the City Council, contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy-making functions in discharging the duties herein set forth. An administrative services agreement shall be executed between the Board and the City Council for the services provided and compensated as provided for herein.

Subject to the authority of the City Manager under the Charter of the City, the Corporation shall have the right to utilize the services of the staff and employees of the Finance Department of the City, the staff and employees of the Parks and Recreation Department and other employees of the City, provided (i) that the City Manager approves of the utilization of such services, (ii) that the Corporation shall pay, as approved by the City Manager, reasonable compensation to the City of such services, and (iii) the performance of such services does not materially interfere with the other duties of such personnel of the City. Utilization of the aforesaid City staff shall be solely by an agreement approved by the City Council.

**ARTICLE IV**

**BOARD OFFICERS and CHIEF ADMINISTRATIVE OFFICER**

**SECTION 1. TITLES AND TERM OF OFFICERS.**

- (a) The officers of the Corporation shall be the Chair, Vice Chair, a Secretary and a Treasurer, and such officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that the Chair shall not hold the office of Secretary.
- (b) A vacancy in the office of any officer shall be filled by a vote of the majority of the Directors.
- (c) Officers shall be chosen by the Board in July and shall serve for one year, or until successors have been chosen.

**SECTION 2. POWERS AND DUTIES OF THE CHAIR.**

The Chair shall be the presiding officer of the Board with the following authority:

- (a) Shall preside over all meetings of the Board;
- (b) Shall vote on all matters coming before the Board;
- (c) Shall have the authority, upon notice to the members of the Board, to call a Special Meeting of the Board when in his or her judgement such a meeting is required;

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION  
AMENDED AND RESTATED BYLAWS**

- (d) Shall have the authority to appoint, with Board approval, standing committees to aid and assist the Board in its business undertakings or other matters incidental to the operation and functions of the Board; and
- (e) Shall have the authority to appoint, with Board approval, ad hoc Committees, which may address issues of a temporary nature of concern or which have a temporary effect on the business of the Board.

In addition to the above-mentioned duties, the Chair shall sign with the Secretary of the Board, or other designated person, any deed, mortgage, bond, contract or other instrument which the Board has approved unless the execution of said document has been expressly delegated to some other officer or agent of the Corporation by appropriate Board resolution, by a specific provision of the Bylaws, or by statute. In general, the Chair shall perform all duties incident to the office, and such other duties as shall be prescribed by the Board.

**SECTION 3. VICE CHAIR.**

The Vice Chair shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the Chair during that officer's absence or inability to act. Any action taken by the Vice Chair in the performance of the duties of the Chair shall be presumptive evidence of the Chair's absence, or inability to act, at the time such action was taken.

**SECTION 4. TREASURER.**

The Treasurer shall have the responsibility to monitor the handling, custody and security of all funds and securities of the Corporation in accordance with these Bylaws. When necessary or proper, the Treasurer may endorse and sign, along with any other required signatures on behalf of the Corporation, for collection or issuance, checks, notes and other obligations in or drawn upon such banks or depositions as shall be designated by the Board consistent with these Bylaws. The Treasurer shall see to the entry in Corporation books full and accurate accounts of all monies received and paid. This action will be performed through the City's annual financial audit. The Treasurer may, at the option of the Board, be a person other than a member of the Board.

**SECTION 5. SECRETARY.**

The City Secretary shall keep the minutes of all meetings of the Board in books provided for that purpose, shall give and serve all notices. The Secretary may attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments, except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the Office of the Corporation during business hours, and shall in general perform all duties incident to the Office of the Secretary subject to the control of the Board.

**SECTION 6. ELECTION OF OFFICERS.**

The Chair, Vice Chair, Secretary and Treasurer shall be elected from among Board members.

**SECTION 7. CHIEF ADMINISTRATIVE OFFICER**

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION  
AMENDED AND RESTATED BYLAWS**

The City Manager or his designee shall be the chief administrative officer of the Corporation, sometimes referred to as the Executive Director, and be in general charge of the properties and affairs of the Corporation, shall administer all work orders, requisitions for payment, purchase orders, contract administration/oversight, and other instruments or activities as prescribed by the Board in the name of the Corporation.

The City Manager shall employ such full or part-time employees as needed to carry out the programs of the Board. These employees shall be employees of the City and perform those duties as are assigned to them. These employees shall be compensated as prescribed in Article III, Section 13 of these Bylaws. The City Manager shall have the authority, and subject to provisions of the City Charter and policies-procedures of the City, to hire, fire, direct, and control the work, as functionally appropriate, of such employees.

The City Manager or his designee shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation. The City Manager shall endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations drawn upon such bank or banks or depositories as shall be designated by the City Council consistent with these Bylaws. The City Manager shall see to the entry in the books of the Corporation of full and accurate accounts of all monies received and paid out on account of the Corporation. The City Manager shall, at the expense of the Corporation, give such bond for the faithful discharge of the duties in such form and amount as the City Council shall require, by resolution. The City Manager shall submit a quarterly financial report to the Board, regarding the Corporation's financial position and operations for the previous quarter..

**ARTICLE V**

**FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS**

**SECTION 1. ECONOMIC DEVELOPMENT PLAN and PROGRAM OF WORK.**

The Board shall research, develop, prepare and submit to the City Council for its approval, a long-range plan for the economic development of the City of Seagoville. Annually, the Board will submit to the City Council a work plan, budget, assessment of the local economic development environment and an evaluation of past performance for the City Council's review and approval.

**SECTION 2. ANNUAL CORPORATE BUDGET.**

At least sixty (60) days prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of expected revenues and proposed expenditures for the next fiscal year. The budget shall not be effective until the same has been approved by the City Council.

**SECTION 3. BOOKS, RECORDS, AUDITS.**

- (a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts and financial statements pertaining to its corporate funds, activities and affairs.

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION  
AMENDED AND RESTATED BYLAWS**

- (b) At the request of the Board, and with approval of the City Council, the books, records, accounts and financial statements of the Corporation shall be maintained for the Corporation by the accountants, staff and personnel of the City.

**SECTION 4. DEPOSIT AND INVESTMENT OF CORPORATE FUNDS.**

- (a) All proceeds from the issuance of bonds, notes or other debt instruments ("Obligations") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture or other documents authorizing or relating to their execution or issuance.
- (b) All other monies of the Corporation shall be deposited, secured and/or invested in the manner provided for the deposit, security and/or investment of the public funds of the City. The Board shall designate authorized signatures on all payment authorization and/or check requests. The account reconciliation and investment of such funds and accounts may be reviewed by anyone during normal business hours on written request, and reimbursement for any expenses may be reviewed at the principal offices of the Corporation.

**SECTION 5. EXPENDITURES OF CORPORATE MONEY.**

The monies of the Corporation, including sales and use taxes collected pursuant to Chapter SOS of the Local Government Code, monies derived from rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property and the proceeds derived from the sale of obligations, may be expended by the Corporation for any of the purposes authorized by the Act, subject to the following limitations:

- (a) Expenditures from the proceeds of Obligations shall be identified and described in the orders, resolutions, indentures or other agreements submitted to and approved by the City Council prior to the sales and delivery of the Obligations to the purchasers thereof required by Section 6 of this Article;
- (b) All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by Section 2 of this Article.

**SECTION 6. ISSUANCE OF OBLIGATIONS.**

No obligations, including refunding obligations, shall be sold and delivered by the Corporation unless the City Council shall approve such obligations by action taken no more than sixty (60) days prior to the date of sale of the obligations.

**SECTION 7. CONFLICTS OF INTEREST.**

An SEDC Board member or Officer may not lend money to, or borrow money from the Corporation or otherwise transact business with the Corporation. All Directors and Officers shall at all times comply with all applicable State or City conflicts of interest laws, charter provisions and/ or ordinances.

**SECTION 8. GIFTS.**

The Board may accept, on behalf of the Corporation, any contribution, gift, bequest, or device for the general purposes or for any special purposes of the Corporation.

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION  
AMENDED AND RESTATED BYLAWS**

**ARTICLE VI**

**MISCELLANEOUS PROVISIONS**

**SECTION 1. FISCAL YEAR.**

The Fiscal Year of the Corporation shall be the same as the Fiscal Year of the City of Seagoville.

**SECTION 2. RESIGNATIONS.**

Any Director or Officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the Chair or Secretary. The acceptance of a resignation shall not be necessary to make it effective unless expressly so provided in the resignation.

**SECTION 3. APPROVAL OR ADVICE AND CONSENT OF THE CITY COUNCIL.**

To the extent that these Bylaws refer to any approval by the City or refer to advice and consent by the Council, such advice and consent shall be evidenced by a certified copy of a resolution, order or motion duly adopted by the City Council.

**SECTION 4. SERVICES OF CITY STAFF AND OFFICERS.**

The Corporation shall have the right to utilize the services of City personnel for usual and routine matters, provided that the performance of such services does not materially interfere with the other duties of such personnel of the City. Permission will be obtained from the City Manager if said employee is a member of his/her staff or from the Mayor, or his/her representative, if the employee reports directly to the City Council. The Corporation will pay reasonable compensation to the City for such services.

**SECTION 5. INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES.**

- (a) As provided in the Act and in the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101 Texas Civil Practices and Remedies Code), a Governmental unit and its actions are governmental functions.
- (b) The Corporation shall indemnify each and every member of the Board, its officers and its employees, and each member of the City Council and each employee of the City to the fullest extent permitted by law, against any and all liability or expense, including attorney fees incurred by any such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation.
- (c) The Corporation shall purchase and maintain insurance on behalf of any Board members, officer, employee or agent of the Corporation, or on behalf of any personnel serving at the request of the Corporation as a Board member, officer, employee or agent of another corporation, partnership, joint venture or other enterprise against any liability asserted against that person and incurred by that person in any such capacity or arising out of any such status

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION  
AMENDED AND RESTATED BYLAWS**

with regard to the Corporation, whether or not the Corporation has the power to indemnify that person against liability for any of those acts.

- (d) Any indemnification or liability insurance provided under this Section may be obtained through the City's general insurance coverage.

**ARTICLE VII**

**EFFECTIVE DATE AMENDMENTS**

**SECTION 1. EFFECTIVE DATE.**

These bylaws shall become effective upon the occurrence of the following events:

- (a) The adoption of these Bylaws by the Board by required two-thirds (2/3) vote; and
- (b) The approval of these Bylaws by the City Council.

**SECTION 2. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.**

The Articles of Incorporation and the Bylaws may be amended, or repealed and articles of incorporation and bylaws may be adopted by an affirmative vote of at least five (5) Board members present at any regular meeting, or any special meeting, if at least five (5) days written notice is given of an intention to amend, or repeal the Articles of Incorporation and Bylaws, or to adopt new Articles of Incorporation and/or Bylaws at such meeting. Any amendment of the Articles of Incorporation and/or Bylaws will be effective upon approval by the City Council.

These Bylaws are adopted by the SEDC Board at a Regular meeting on \_\_\_\_\_

\_\_\_\_\_  
Name Board Chair

Attest: \_\_\_\_\_ Board Secretary  
4883-5623-0069, v. 1



TO: Mayor and City Council

FROM: Pat Stallings, City Manager

DATE: May 6, 2024

ITEM: 20

DESCRIPTION: Discuss and consider a Resolution approving the Economic Development project between the Seagoville Economic Development Corporation and Jeffrey Hansen, an individual, and JK Industries DFW, LLC, a Texas Limited Liability Company doing business as Groomer Outlet, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date.

---

#### **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 promote and retain new and expanded business enterprises within the City with Jeffrey Hansen, an individual, and JK Industries DFW, LLC, a Texas limited liability company doing business as Groomer Outlet, under the terms and conditions set forth in an Economic Development Incentive Agreement

#### **FINANCIAL IMPACT**

\$2,056.75

#### **RECOMMENDATION**

The SEDC has made a recommendation in favor of this item.

#### **ATTACHMENTS**

1. Resolution
2. Incentive Agreement
3. Sign Rendering

**CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS**

**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 JEFFREY HANSEN, AN INDIVIDUAL, AND JK INDUSTRIES DFW, LLC, A TEXAS LIMITED LIABILITY COMPANY DOING BUSINESS AS GROOMER OUTLET, AS REFLECTED IN THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with Jeffrey Hansen, an individual, and JK Industries DFW, LLC, a Texas limited liability company doing business as Groomer Outlet, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”) and

**WHEREAS**, the City Council has determined that the Project contemplated by SEDC and Jeremy Hansen and JK Industries DFW, LLC, d/b/a Groomer Outlet under the terms and conditions set forth in the Economic Development Incentive Agreement will promote and retain new and expanded business enterprises within the City of Seagoville; and

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

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

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

**Section 1.** The City Council hereby approves and authorizes the Project between the Seagoville Economic Development Corporation and Jeffrey Hansen, an individual, and JK Industries DFW, LLC, a Texas limited liability company doing business as Groomer Outlet, under the terms and conditions set forth in an Economic Development Incentive Agreement in substantially the form attached hereto as Exhibit “A”.

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

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

**DULY RESOLVED AND ADOPTED First Reading and Second Reading** of the City Council of the City of Seagoville, Texas, this the \_\_\_\_ day of \_\_\_\_\_ 2024.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David Berman, City Attorney

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

4871-9163-6661, 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 Jeffrey Hansen and JK Industries DFW, LLC, a Texas limited liability company doing business as Groomer Outlet (collectively, “Company”) (each a “Party” and collectively the “Parties”), acting by and through their respective authorized officers.

**WITNESSETH:**

**WHEREAS**, Company rents and occupies the Suite A at 115 Hall Road, Seagoville, Texas (the “Premises”) and operates or intends a pet supplies and pet grooming business on the Premises under the trade name Groomer Outlet; and

**WHEREAS**, Company has advised SEDC that a contributing factor that would induce Company to make certain improvements to the exterior façade of the Premises in the form of manufacture and installation of a 4’ x 6’ lighted sign cabinet would be an agreement by SEDC to provide an economic development grant to Company to defray a portion of the costs to construct the Façade Improvements (hereinafter defined); and

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

**WHEREAS**, the Development Corporation Act, Chapters 501-505, Texas Local Government Code (the “Act”), authorizes SEDC to provide economic development grants for new or expanded business enterprises and to expend funds for the promotion of economic development; and

**WHEREAS**, SEDC has determined that the Façade Grant (hereinafter 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**, SEDC has determined that making the Façade 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 on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **Article I Definitions**

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

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

“Company” shall mean Jeffrey Hansen, an individual, and JK Industries DFW, LLC, a Texas limited liability company which does business as Groomer Outlet.

“SEDC” shall mean the Seagoville Economic Development Corporation.

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

“Expiration Date” shall mean the first anniversary of the date the Façade Grant is paid by SEDC to Company.

“Façade Grant” shall mean an economic development grant in the amount equal to fifty percent (50%) of the costs of the Façade Improvements, but in no case exceeding Two Thousand, Fifty-six and 75/100 Dollars (\$2,056.75) for costs incurred and paid by Company for the purchase, construction and installation of the Façade Improvements.

“Façade Improvements” shall mean design, manufacture, and installation on the Premises of a four foot by six foot lighted sign cabinet as further and more particularly described, depicted, and illustrated in the price quotes, renderings and/or photographs attached hereto and incorporated herein collectively as Exhibit “A.”

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

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

“Premises” shall mean 115 Hall Street, Suite A, Texas, and all improvements situated thereon.

“Payment Request” shall mean a written request from Company to SEDC for payment of the Façade Grant accompanied by copies of receipts and invoices and such other information as may be reasonably requested by SEDC to document the actual costs incurred and paid by Company for the Façade Improvements.

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

“Required Use” shall mean Company’s continued tenancy and occupancy of the Premises and its continuous operation of the pet supply and pet grooming business on the Premises open to the public and serving the citizens of the City.

## **Article II Term**

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

## **Article III Façade Grant**

3.1 SEDC agrees, subject to the continued satisfaction of all the terms and conditions of this Agreement by Company and the obligation of Company to repay the Façade Grant pursuant to Article V hereof to provide the Façade Grant to Company within thirty (30) days after receipt of a Payment Request following completion of installation of the Façade Improvements.

3.2 Grant Limitations. Under no circumstances shall the obligations of SEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Company. None of the obligations of SEDC under this Agreement shall be pledged or otherwise encumbered by Company in favor of any commercial lender and/or similar financial institution.

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

## **Article IV Conditions to Façade Grant**

The obligation of SEDC to pay the Façade Grant shall be conditioned upon the compliance and satisfaction by Company of the terms and conditions of this Agreement and each of the following conditions.

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

4.2 Required Use. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Premises shall not be used for any purpose other than the Required Use, and the operation and occupancy of the Premises in conformance with the Required Use shall not cease for more than thirty (30) days, except in connection with and to the extent of an event of Force Majeure.

4.3 Continuous Ownership and Occupancy. During the term of this Agreement following the Effective date and continuing thereafter until the Expiration Date, the Premises shall be continuously owned and occupied by the Company.

4.4 Facade Improvements. Company shall complete the installation of the Facade Improvements within sixty (60) days after the Effective Date.

## **Article V Termination; Repayment**

5.1 Termination. This Agreement shall terminate upon any one of the following:

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by SEDC, if any Impositions owed to SEDC, City or the State of Texas by Company shall have become delinquent (provided, however, Company retains the right to timely and properly protest and contest any such taxes or Impositions), and such delinquency is not cured within thirty (30) days following Company's receipt of written notice thereof;
- (d) upon written notice by SEDC, if Company suffers an event of Bankruptcy or Insolvency; or

- (e) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2. Repayment. In the event the Agreement is terminated by SEDC pursuant to Section 5.1(b), (c), (d), or (e), Company shall immediately repay to SEDC an amount equal to the Façade Grant previously paid by SEDC to Company immediately preceding the date of such termination, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall ever cease to exist or cease to announce a prime or base lending rate, then at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by SEDC) as its prime or base commercial lending rate, from the date on which the Façade Grant is paid by SEDC until such Façade Grant is refunded by Company. The repayment obligation of Company set forth in this section 5.2 hereof shall survive termination.

5.3 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 SEDC or the City of Seagoville, Texas from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement or otherwise, and regardless of whether or not the debt due SEDC has been reduced to judgment by a court.

## **Article VI Miscellaneous**

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

6.2 Limitation on Liability. It is understood and agreed between the Parties that Company and SEDC, in satisfying the conditions of this Agreement, have acted independently, and SEDC assumes no responsibilities or liabilities to third parties in connection with these actions. 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 by a third party arising out of Company's performance of the conditions under this Agreement.

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

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 if sent by courier or otherwise hand delivered:

If intended for SEDC:

Attn: Patrick Stallings  
Chief Executive Officer  
Seagoville EDC  
702 US-175 Frontage Rd.  
Seagoville, Texas 75159

With a copy to:

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

If intended for Company, to:

Jeffrey Hansen and  
JK Industries DFW, LLC  
115 Hall Street, Suite A  
Seagoville Texas 75126

6.5 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.

6.6 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the Parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

6.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to any conflict of law rules. Exclusive venue for any action under this Agreement shall be the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6.9 Entire Agreement. This Agreement embodies the complete agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the Parties to be attached to and made a part of this Agreement.

6.10 Recitals. The determinations recited and declared in the preambles to this Agreement are hereby incorporated herein as part of this Agreement.

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

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

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

6.14 Assignment. This Agreement may not be assigned by Company without the prior written consent of the SEDC.

6.15 Employment of Undocumented Workers. During the term of this Agreement, 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 Façade Grant, 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 four percent (4%) compounded annually from the date of violation until paid.

*(Signature Page to Follow)*

**EXECUTED** this \_\_\_\_\_ day of April, 2024.

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Patrick Stallings, Chief Executive Officer

**EXECUTED** this \_\_\_\_\_ day of April, 2024.

**Jeffrey Hansen, Individually**

By: \_\_\_\_\_

**JK Industries DFW, LLC, d/b/a Groomer  
Outlet**

By: \_\_\_\_\_  
Jeffrey Hansen, Managing Member

**EXHIBIT “A”**

4862-5761-7589, v. 1



**ARCH**  
**DIACULO**



TO: Mayor and City Council  
FROM: Pat Stallings, City Manager  
DATE: May 6, 2024  
ITEM: 21  
DESCRIPTION: Discuss and consider a Resolution approving the Seagoville Economic Development Corporation's action authorizing the negotiation and execution of a construction contract with Agron Rexha, doing business as Goni Construction, for construction/build out of restaurant facilities at 101 and 103 North Kaufman for a total price not to exceed \$539,000.00 and further authorizing disbursement of SEDC funds not to exceed said amount; and providing an effective date.

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#### **INTRODUCTION**

The purpose of this item is to approve an Economic Development Project.

#### **BACKGROUND**

Studio HMA LLC has provided design and architectural plans to the Seagoville Economic Development Corporation ("SEDC") for layout and finish out of the SEDC's property located at 101 AND 103 N. Kaufman as a restaurant.

Agron Rexha, doing business as Goni Construction, has submitted a proposal for construction/build out of the restaurant facility at 101 and 103 N. Kaufman for a total price not to exceed \$539,000.00.

#### **FINANCIAL IMPACT**

\$539,000.00

#### **RECOMMENDATION**

The SEDC has made a recommendation in favor of this item.

#### **ATTACHMENTS**

1. Resolution
2. Quote

**CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO. \_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION'S ACTION AUTHORIZING THE NEGOTIATION AND EXECUTION OF A CONSTRUCTION CONTRACT WITH AGRON REXHA, DOING BUSINESS AS GONI CONSTRUCTION, FOR CONSTRUCTION/BUILD OUT OF RESTAURANT FACILITIES AT 101 AND 103 NORTH KAUFMAN FOR A TOTAL PRICE NOT TO EXCEED \$539,000.00 AND FURTHER AUTHORIZING DISBURSEMENT OF SEDC FUNDS NOT TO EXCEED SAID AMOUNT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Studio HMA LLC has provided design and architectural plans to the Seagoville Economic Development Corporation ("SEDC") for layout and finish out of the SEDC's property located at 101 AND 103 N. Kaufman as a restaurant; and

**WHEREAS**, Agron Rexha, doing business as Goni Construction, has submitted a proposal for construction/build out of the restaurant facility at 101 and 103 N. Kaufman for a total price not to exceed \$539,000.00; and

**WHEREAS**, subject to City Council approval, the Board of Directors of the SEDC has authorized the SEDC Executive Director to negotiate and, subject to the Board's General Counsel's approval, execute a construction contract with Agron Rexha, d/b/a Goni Construction for construction/ build out of restaurant facilities at 101 and 103 North Kaufman for a total price not to exceed \$539,000.00 and has authorized the SEDC Executive Director to disburse said funds; and

**WHEREAS**, the SEDC has determined, and the City Council concurs in the determination, that development of the property to support a restaurant in the downtown area will retain, promote, or develop new or expanded business enterprises and constitutes a "project" as that term is defined in the Development Corporation Act, Chapter 501-505, Texas Local Government Code; 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 finds that the expenditure of funds by SEDC in undertaking the construction/ build out of a restaurant facility at 101 and 103 N. Kaufman Street 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 SEDC Executive Director's negotiation and, subject to SEDC Board General Counsel approval, execution of a construction contract with Agron Rexha, doing business as Goni Construction, for construction/build out of restaurant facilities at 101 and 103 N. Kaufman Street for a total price not to exceed \$539,000.00 and further approves the disbursement of said funds by the SEDC Executive Director;

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

**DULY RESOLVED AND ADOPTED after the First Reading and Second Reading by**

the City Council of the City of Seagoville, Texas, this the \_\_\_\_ day of \_\_\_\_\_, 2024..

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
David Berman, City Attorney  
4889-0854-9814, v. 1

April 18, 2024



*Cyni Construction*  
— GENERAL CONTRACTOR —

# Contract

This contract is for the Seagoville Restaurant at 103 N Kaufman ST, Seagoville, TX 75159 which includes all finish-out construction.

## **Includes:**

- Demolition
- All new framing, sheetrock, tape&bed and painting
- New aluminum frame and doors for the front area
- All plumbing needs are accounted for, including grease traps, underground drains, concrete cuts and pour back concrete, gas lines, installation of old equipment, and sinks. A water heater is also part of the comprehensive package.
- All electricity included and lighting
- AC/ HV adding one more unit and completing all new ducts and grills
- Adding two restrooms on the side of the building, which includes framing, roof work, and siding
- The new vent hood consists of a makeup air and fire suppression system
- New doors, including opening for patio
- 8 feet window with garage door for patio
- Stain concrete, all-metal framing, and roofing on the patio
- Paint for patio
- Screen vinyl to cover the patio entirely on the sides
- Granite countertops and stainless steel
- All cuts on the roof and seal all cuts under our warranty
- Tile work includes labor, material, and tiles for all floors, walls, restrooms, and bar area
- Wood shelving in the bar area
- All doors, including restrooms

**Note:** I may be missing something on this contract however, I assure you that this agreement is based on the plans that you have provided and includes all necessary labor and materials. Please kindly take note that the responsibility of providing all necessary equipment, including tables and chairs in the dining and bar areas, lies solely with the tenants or owners. This also includes dishwashers, sinks, shelves, and tables in both the kitchen and bar area.

**Time Frame to complete this project:** 90 DAYS (starts by day permit is issued)

- It is important to note that due to the age of the building and the possibility of unforeseen issues arising during inspections, the timeframe for completion may be extended to longer than 90 days. This is to ensure that any potential issues can be properly addressed and resolved in a safe and timely manner, while still maintaining the highest standards of professionalism.

April 18, 2024



*Cyoni Construction*  
— GENERAL CONTRACTOR —

**Payment Arrangement:**

**First payment:** 35% down payment before we start

**Second payment:** 30%

**Third payment:** 25%

**Last payment:** 10% after everything is completed

**Total for this project:** \$489,000.00

**Note:** Payments need to be made as progress is seen

Agron Rexha - Owner

(817) 681-2283

[Gonrexha@yahoo.com](mailto:Gonrexha@yahoo.com)

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Signature by general contractor:

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Signature by owner/tenant: