



City of Seagoville Meeting Agenda City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, May 20, 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 Regular Session agenda items.**
- 3. Adjourn**

REGULAR SESSION – 7:00 PM

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

- 9. Consider approving the City Council meeting minutes: May 6, 2024 and May 13, 2024.**
- 10. Consider a Resolution accepting and approving a Second Amendment to the Santorini Development Agreement between the City and Seagoville Laguna Azure, LLC, for the Santorini Laguna Project, authorizing the limited early release of building permits; imposing conditions on the early release of building permits; authorizing the City Manager to execute the amendment on the City's behalf; and providing an effective date.**
- 11. Consider a Resolution accepting and approving the dedication of utility easements from MKH Real Estates Investments, LLC, conveying to the City an easement for utility purposes; authorizing the City Manager to accept the same; and providing an effective date.**
- 12. Consider a Resolution accepting and approving the dedication of utility easements from Rolling Meadows Development, LLC, conveying to the City an easement for utility purposes; authorizing the City manager to accept the same; and providing an effective date.**
- 13. Consider Resolution accepting and approving easement dedications from Oncor Electric Delivery Company, LLC, conveying to the City certain easements for roadway and utility purposes; authorizing the City Manager to accept the same; and providing an effective date.**
- 14. Consider a Resolution authorizing the purchase from Siddons Martin Emergency Group of a 2026 Pierce-custom enforcer pumper and 2027 Pierce-custom enforcer pumper said purchase transaction to include the trade-in of the City's 2011 Pierce Saber Pumper for a trade-in value of seventy thousand one hundred twenty five (\$70,125.00) Dollars, resulting in a net purchase price of two million forty nine thousand seven hundred twelve dollars (\$2,049,712.00) to be paid by the City; authorizing the City Manager to execute any documents necessary for said transaction and purchase; and providing an effective date.**
- 15. Consider a Resolution accepting and approving an agreement with Crown Correctional Telephone, Inc., for telephone equipment and services for the City's detention facility; authorizing the City Manager to execute appropriate documents in furtherance of approval; and providing an effective date.**

Regular Agenda

- 16. FIRST READING: Discuss and consider a Resolution approving the Economic Development project between the Seagoville Economic Development Corporation and Sego Buffett, LLC, a Texas Limited Partnership, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date.**
- 17. Discuss and consider the selection of Mayor Pro Tem for 2024-2025.**

- 18. Discuss and consider the City’s participation in the ICMA TV featuring development within the community; and authorize the City Manager to execute a contract on behalf of the City for the production of the video.**
- 19. Discuss and consider an Ordinance amending the Code of Ordinances by amending the subsections (d) and (e)(4) of Section 11.02.019, “Requirements for Mobile Food Vending Units,” of article 11.02, “Food and Food Establishments,” of Chapter 11, “Health and Sanitation,” to establish hours of operation for mobile food vendors; providing for a penalty of fine not to exceed the sum of five hundred (\$500.00) dollars for each offense; and providing an effective date.**
- 20. Discuss and consider an Ordinance amending the Code of Ordinances Section 13.03.003, “Exceptions,” of Article 13.03, “Noise,” of Chapter 13, “Offenses and Nuisances,” to replace Subsection (3) To Allow Noise Related To Construction Activity Between Specified Hours On Certain Dates; providing for a penalty of fine not to exceed the sum of five hundred (\$500.00) dollars for each offense; and providing an effective date.**
- 21. Discuss and consider a Resolution accepting and approving a quote from Turner Sign Systems for the purchase of an electronic billboard and scoreboard sign for installation and use at Bruce Central Park in an amount not to exceed one hundred thirty-six thousand five hundred fifty-eight dollars (\$136,558.00); authorizing the City Manager to execute appropriate documents in furtherance of approval; and providing an effective date.**
- 22. SECOND READING: Discuss and consider a Resolution approving the Economic Development project between the Seagoville Economic Development Corporation and Sego Buffett, LLC, a Texas Limited Partnership, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date.**
- 23. 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, 6) announcements involving an imminent threat to public health and safety.
- 24. Discuss future agenda items.**
- 25. Adjourn**

CERTIFICATE

I certify that the above Notice of Meeting was posted on the bulletin board at the City Hall of the City of Seagoville, Texas on this 16th day of May 2024, by 5 p.m.

Sara Egan, City Secretary

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

UPCOMING DATES:

- Monday, June 3, 2024, Regular City Council Meeting
- Monday, June 17, 2024, Regular City Council Meeting



TO: Mayor and City Council
FROM: Sara Egan, City Secretary
DATE: May 20, 2024
ITEM: 9
DESCRIPTION: Consider approving the City Council meeting minutes: May 6, 2024 and May 13, 2024.

RECOMMENDATION

Recommend approval of the meeting minutes.

ATTACHMENTS

1. May 6, 2024 Minutes
2. May 13, 2024 Minutes



City of Seagoville

Meeting Minutes

City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, May 6, 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, May 6, 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 amending the zoning ordinance regarding outside storage units.

Community Development Director Bill Medina introduced the subject to City Council and requested feedback regarding possible changes in the current use.

City Council agreed to allow permanent use of storage units only for storage as accessory structures to be mounted or tied down to a foundation at ground level with screening or fencing per business. Other than electricity, no other utilities would be allowed and no separate meter for services.

3. Update on the 4-day workweek.

Assistant City Manager Cindy Brown presented the cost savings across facilities in the areas of gas and electric utilities, fuel, and sick time used.

4. Presentation on the 2nd Quarterly Financial Report for Fiscal Year 2024.

Finance Director Gail French presented the quarterly report.

5. Discuss Regular Session agenda items.

There were no additional presentations. City Council had no questions.

6. Adjourn

There being no further business before the City Council the Work Session was adjourned at 6:55 p.m.

REGULAR SESSION – 7:00 PM

7. Call to Order

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

8. Invocation

Mayor Pro Tem led the invocation.

9. Pledge of Allegiance

City Council led the pledge of allegiance.

10. Present the National Correctional Officer's Week Proclamation.

Mayor Sebastian presented the proclamation to Dr. Scarlet Grant and Federal Correctional Institute staff and expressed gratitude for their service.

11. Mayor's Report

- The DEA Drug Takeback program held at the PD on Saturday, April 27th yielded a total of (6) boxes weighing 161 pounds.
- Streets Department cleared numerous fallen trees from last weeks storms. The trees that fell were located on Armstrong, Bowers, East Stark and West Stark.
- Debris was removed from a Shadywood culvert and has been scheduled for a crew to dig out the to help with the flow of water from future storms.
- The Dallas County Elections Division has released the unofficial results of the Seagoville city elections held on Saturday, May 4th. Based on the reported results, a runoff election will not be needed. All results remain unofficial until canvassed and declared official by the City Council, which is scheduled for Monday, May 13th. This should allow Dallas County enough time to provide final canvassing information and add any provisional votes.

12. Citizen's Comments

- 1) John Rice, Seagoville, TX, spoke regarding road repairs near his business location.

Consent Agenda

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

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.

Mayor Sebastian opened the public hearing at 7:12 p.m.

Mr. Medina presented the SUP request to City Council.

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 7:16 p.m.

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

Ordinance No. 2024-09

Regular Agenda

Mayor Sebastian read items 15-16 into the record.

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.**

Mr. Medina briefed City Council regarding this item and emphasized this initiates the negotiations for a potential PID and/or TIRZ.

Councilmember Hernandez made a motion to approve item 17 seconded by Mayor Pro Tem Magill. The motion passed by a unanimous vote (5/0).

Resolution No. 2024-32

- 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.**

Ms. French summarized the budget amendments and dates of approval by City Council.

Mayor Pro Tem Magill made a motion to approve item 18 seconded by Councilmember Howard. The motion passed by a unanimous vote (5/0).

Ordinance No. 2024-10

- 19. Discuss and consider a Resolution approving the amended Bylaws for the Seagoville Economic Development Corporation.**

City Manager Pat Stallings briefed City Council on the updates to the Bylaws to accommodate for the new director position approved by City Council.

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

Resolution No. 2024-33

- 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.**

Mr. Stallings briefed the City Council regarding this project.

Councilmember Epps made a motion to approve item 20 seconded by Councilmember Grimes. The motion passed by a unanimous vote (5/0).

Resolution No. 2024-34

- 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.**

Mr. Stallings briefed the City Council regarding this project.
 Councilmember Epps made a motion to approve item 21 seconded by Mayor Pro Tem Magill.
 The motion passed by a unanimous vote (5/0).
 Resolution No. 2024-35

22. Items of community interest and councilmember reports.

Councilmembers Rick Howard and Mayor Pro Tem Harold Magill thanked voters for another term of service.

Mayor Sebastian recessed the Regular Session at 7:31 p.m. to convene into executive session.

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.**

Mayor Sebastian adjourned the Executive Session at 8:17 p.m.

REGULAR SESSION

Mayor Sebastian reconvened to the Regular Session at 8:18 p.m.

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

There was no action taken.

25. Discuss future agenda items.

There were no future agenda items.

26. Adjourn

There being no further business before City Council the meeting adjourned at 8:19 p.m.

APPROVED:

ATTEST:

 Lackey Stepper Sebastian, Mayor

 Sara Egan, City Secretary



City of Seagoville
Special Meeting Agenda
City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, May 13, 2024

5:30 PM

Council Chambers

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

Absent: Mayor Lackey Sebastian

Also present were City Manager Patrick Stallings and City Secretary Sara Egan.

The City Council of the City of Seagoville met in a Special Called Meeting on Monday, May 13, 2024, at 5:30 p.m. in the City Council Chambers at City Hall, 702 N. Hwy 175, Seagoville, Texas.

SPECIAL SESSION - 5:3 PM

1. Call to Order

Mayor Pro Tem Magill called the Meeting to order at 5:30 p.m. and led the invocation and pledge.

2. Invocation

3. Pledge of Allegiance

4. Present the National Police Week Proclamation.

Mayor Pro Tem Magill read and presented the Proclamation to the Police Chief and Officers.

5. Present the Game Ball to the Fire Department.

Councilmember Hernandez emphasized the value teamwork presented the first ball pitched at the baseball game between the Fire Department and Police Department.

6. Citizen's Comments

There were no speakers

7. Discuss and consider a Resolution canvassing and declaring the results of the May 4, 2024, General Election for Council Members for Place 1, Place 3 and Place 5.

(Spanish/ Español)

DISCUTIR Y CONSIDERAR UNA RESOLUCIÓN EXAMINANDO Y DECLARANDO LOS RESULTADOS DE LA ELECCIÓN GENERAL DEL 4 DE MAYO DE 2024 PARA CONCEJALES PARA EL LUGAR 1, LUGAR 3 Y EL LUGAR 5.

(Vietnamese/ Tiếng Việt)

THẢO LUẬN VÀ XEM XÉT NGHỊ QUYẾT THÔNG QUA VÀ CÔNG BỐ KẾT QUẢ CỦA CUỘC TỔNG TUYỂN CỬ NGÀY 4 THÁNG 5 NĂM 2024 CHO CÁC THÀNH VIÊN HỘI ĐỒNG CHO VỊ TRÍ 1, VỊ TRÍ 3 VÀ VỊ TRÍ 5.

City Secretary Sara Egan briefed City Council on the election results.

Councilmember Hernandez made a motion to approve item 7 as presented, seconded by Councilmember Howard. The motion passed by a unanimous vote (5/0).

Resolution No. 2024-36

8. Administer the Oath of Office and issue the Certificate of Election.

Ms. Egan administered the Oath of Office and presented the Certificate of Election to Rick Howard for Place 1, Harold Magill for Place 3, and Jon Epps for Place 5.

9. Adjourn

There being no further business before City Council the meeting adjourned at 5:42 p.m.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: May 20, 2024

ITEM: 10

DESCRIPTION: Consider a Resolution accepting and approving a Second Amendment to the Santorini Development Agreement between the City and Seagoville Laguna Azure, LLC, for the Santorini Laguna Project, authorizing the limited early release of building permits; imposing conditions on the early release of building permits; authorizing the city manager to execute the amendment on the city's behalf; and providing an effective date.

INTRODUCTION

The proposed amendment to the Santorini Development Agreement would allow the developer to pursue early building permits for single-family homes within Santorini Phase 1.

BACKGROUND

The proposed amendment allows Santorini to obtain early building permits before the Final Plat is filed, pending the following items are completed:

- Entrance to completed.
- Street paving within the phase completed sufficient to provide adequate emergency access to the phase, but sidewalks, ramps, and parkway irrigation and landscape are not required to be completed at time of early permit release; completion of satisfactory walk-through inspection of streets by the Public Works Department (streets must satisfy all public works requirements for streets, manholes, stormwater and drainage facilities, fire hydrants, inlets).
- All wet utilities (Water, Sewer) installed, or, if pump and haul services are to be provided, water utilities are installed, and pump and haul services arranged for.
- All storm water and drainage facilities installed, including any necessary detention pond(s) with required fencing (if applicable per City ordinance), but landscape and irrigation are not required to be completed at time of early permit release.
- All onsite roadway signage installed.
- All light standards installed.
- Screening wall completed before any certificate of occupancy will be issued.
- Retaining walls and flumes complete; a letter from an engineer bearing engineer's seal/stamp and stating that all retaining walls are built according to engineering plans should be submitted.
- All fire hydrants installed include 5" storz with caps, in addition to adequate water flow rates per City Fire Marshal.
- Blue reflectors on the street at Fire Hydrants.
- Storm water labels on all storm inlets (City to provide labels).
- Videos of sewer and storm pipes have been provided to City's Public Works Director.



- Inlet protection for all storm inlets installed and compliance with City erosion standards obtained; and
- SWPP protection installed throughout.

While building permits may be issued, final Certificates of Occupancy will not be issued until all Final Platting requirements have been completed the plat has been recorded with Dallas County. Allowing for expedited building permits will support the growth and development of Seagoville through collaborative building practices with Megatel.

FINANCIAL IMPACT

N/A

RECOMMENDATION

N/A

ATTACHMENTS

1. Resolution
2. Second Amendment to the Development Agreement

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, ACCEPTING AND APPROVING A SECOND AMENDMENT TO THE SANTORINI DEVELOPMENT AGREEMENT BETWEEN THE CITY AND SEAGOVILLE LAGUNA AZURE, LLC, FOR THE SANTORINI LAGUNA PROJECT, AUTHORIZING THE LIMITED EARLY RELEASE OF BUILDING PERMITS; IMPOSING CONDITIONS ON THE EARLY RELEASE OF BUILDING PERMITS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT ON THE CITY'S BEHALF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville, Texas previously approved a Development Agreement with Seagoville Laguna Azure, LLC, (Developer) for the development of the Santorini Laguna Project; an

WHEREAS, the Developer has requested authorization to commence construction prior to the installation of all required on-site infrastructure; and

WHEREAS, the Council finds that an early release of building permits prior to completion and acceptance of all infrastructure will enable and encourage the project, so long as appropriate safeguards are imposed that will ensure full completion prior to the sale and occupancy of individual lots; 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 a second amendment to the Development Agreement allowing partial release of building permits under limited conditions.

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 Second Amendment to Development Agreement by and between the City of Seagoville, Texas, and Seagoville Laguna Azure, LLC, a true and correct copy of which is attached hereto as Exhibit "A."

SECTION 2: That the City Council's approval of the Second Amendment to Development Agreement shall in no way be construed as an acceptance, grant or approval of any development application, permit or approval, other than as provided for in the Second Amendment itself, and all other requirements not waived herein shall remain in full force and effect.

SECTION 3: That the City Council does hereby authorize the City Manager to execute the Second Amendment to Development Agreement 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

**SECOND AMENDMENT
TO THE SANTORINI DEVELOPMENT AGREEMENT**

This Second Amendment to the Santorini Development Agreement (this "Second Amendment") is entered into effective as of _____, 2024, by and between Seagoville Laguna Azure, LLC, a Texas limited liability (the "Developer"), and The City of Seagoville, Texas (the "City"), a home-rule city and municipal corporation, acting by and through its duly authorized representatives. Developer and City may be referred to herein as "Party" and/or collectively as the "Parties".

RECITALS:

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

WHEREAS, Developer and the City entered into that certain First Amendment to the Santorini Development Agreement, dated effective October __, 2023 ("First Amendment"); and

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

WHEREAS, Developer and the City desire to amend the Agreement to provide terms and conditions for the premature release and issuance of building permits prior to completion and acceptance of certain Project features and items of infrastructure, solely as an accommodation to Developer and to facilitate the progress of construction of the Project, without amendment or repeal of other provisions of the Agreement or First Amendment.

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

1. Section 5.02 of the Agreement be and is hereby amended to add the following, without amendment or repeal of the existing terms of Section 5.02:

Section 5.02. Development Standards and Planned Development.

...

The City may, in its sole discretion, issue building permits for single family lots in Phase 1 prior to the completion of the subdivision improvements specified hereinafter. The City will issue building permits for individual lots, provided that all permitting requirements and regulations are met and satisfied notwithstanding the provisions of sec. 23.06.011 of the

City's Code of Ordinances, pending Developer's diligent pursuit of the completion of the subdivision improvements specified hereinafter. The City will not issue certificates of occupancy for any lot, structure or building unless and until: a) all subdivision improvements have been fully installed, constructed and completed, b) all subdivision improvements have been inspected, tested, approved and accepted by the City, and c) a final plat for Phase 1 has been approved and recorded. In addition, and notwithstanding the foregoing, the City may decline to issue building permits or may revoke permits if, in the City's sole discretion, adequate municipal services, including but not limited to utility service, storm protection, and fire safety, cannot be effectively furnished.

As of the effective date of this Second Amendment, the applicable subdivision improvements are as follows:

1. Entrance to completed.
2. Street paving within the phase completed sufficient to provide adequate emergency access to the phase, but sidewalks, ramps, and parkway irrigation and landscape are not required to be completed at time of early permit release; completion of satisfactory walk through inspection of streets by the Public Works Department (streets must satisfy all public works requirements for streets, manholes, stormwater and drainage facilities, fire hydrants, inlets);
3. All wet utilities (Water, Sewer) installed, or, if pump and haul services are to be provided, water utilities are installed, and pump and haul services arranged for;
4. All storm water and drainage facilities installed, including any necessary detention pond(s) with required fencing (if applicable per City ordinance), but landscape and irrigation are not required to be completed at time of early permit release;
5. All onsite roadway signage installed;
6. All light standards installed;
7. Screening wall completed before any certificate of occupancy will be issued;
8. Retaining walls and flumes complete; a letter from an engineer bearing engineer's seal/stamp and stating that all retaining walls are built according to engineering plans should be submitted;
9. All fire hydrants installed to include 5" storz with caps; in addition to adequate water flow rates per City Fire Marshal.
10. Blue reflectors on street at Fire Hydrants;
11. Storm water labels on all storm inlets (City to provide labels);
12. Videos of sewer and storm pipes have been provided to City's Public Works Director;
13. Inlet protection for all storm inlets installed and compliance with City erosion standards obtained; and
14. SWPP protection installed throughout.

2. The foregoing amendment shall not be deemed to constitute a waiver or release of any law, regulation, ordinance or requirement applicable to the development of the Project or of Phase 1 except to the extent set forth hereinabove. All provisions of the Agreement and the First Amendment shall remain in force and effect except to the extent of a conflict with the provisions of this Second Amendment.

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

THE CITY

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

By: _____
Patrick Stallings, City Manager

ATTEST:

Sara Egan, City Secretary

THE DEVELOPER

Seagoville Laguna Azure, LLC,
a Wyoming limited liability company

By: _____
Name: _____
Its: _____



TO: Mayor and City Council
FROM: Bill Medina, Director of Community Development
DATE: May 20, 2024
ITEM: 11
DESCRIPTION: Consider a Resolution accepting and approving the dedication of utility easements from MKH Real Estates Investments, LLC, conveying to the City an easement for utility purposes; authorizing the City Manager to accept the same; and providing an effective date.

INTRODUCTION

The proposed resolution and attached easements will facilitate the future construction of sanitary sewer and drainage infrastructure for the Greenawalt subdivision.

BACKGROUND

The proposed resolution allows the City of Seagoville to maintain drainage and sanitary sewer facilities to serve the Greenawalt subdivision. With the approval of the proposed easements, the developers of Greenawalt will have the necessary access to construct and install the required drainage and sewer infrastructure. The proposed easements have been reviewed by the City Engineer and City Attorney.

FINANCIAL IMPACT

The amount for each proposed easement \$10.00 paid to MKH Real Estate Investments, LLC.

RECOMMENDATION

Staff recommends approval of the proposed resolution.

ATTACHMENTS

1. Resolution
2. Proposed 15' wide sanitary sewer easement.
3. Proposed 20' x 20' wide drainage easement.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, ACCEPTING AND APPROVING THE DEDICATION OF UTILITY EASEMENTS FROM MKH REAL ESTATES INVESTMENTS, LLC, CONVEYING TO THE CITY AN EASEMENT FOR UTILITY PURPOSES; AUTHORIZING THE CITY MANAGER TO ACCEPT THE SAME; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has determined that a need exists to acquire rights in land owned by MKH Real Estates Investments, LLC, (MKH) in order to install, operate, repair and maintain utility facilities; and

WHEREAS, MKH has offered to grant and convey the easements to the City with certain conditions that the Council finds to be acceptable; and

WHEREAS, the City Council of the City of Seagoville, Texas finds and determines that its acceptance of the easement described herein is needed for public purposes and is in the best interests of the citizens of the City and the public health, safety and welfare.

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

SECTION 1: The City Council of the City of Seagoville does hereby accept and approve the utility easements, and the conveyance thereof, by MKH Real Estates Investments, LLC, to the City, as shown in Exhibits “A” and “B” attached hereto and incorporated herein.

SECTION 2: The City Council does hereby authorize the City Manager to execute any documents and instruments as may be necessary to effect the conveyance and the City’s acceptance thereof.

SECTION 3: 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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

AFTER RECORDING RETURN TO:
Lackey Stepper Sebastian
City of Seagoville, Texas
702 N. US Highway 175
Seagoville, Texas 75159

15' WIDE SANITARY SEWER EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

That **MKH Real Estates Investments, LLC** ("**Grantor**"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the **CITY OF SEAGOVILLE, TEXAS**, a home-rule municipality ("**Grantee**"), the receipt of which are hereby acknowledged, and for which no lien is retained, either expressed or implied, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, enlarge, re-build, replace, relocate, alter, remove and perpetually maintain sewer facilities (collectively, "**Facilities**"), together with all incidental improvements, and all necessary laterals, over, across, in, on, under and through certain real property owned by Grantor and located in the City of Seagoville, Dallas County, Texas, as more particularly described and depicted in **Exhibit A**, attached hereto and incorporated herein for all purposes ("**Easement Property**"). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the Easement Property perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purpose of constructing, reconstructing, operating, repairing, enlarging, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements thereto and for making connections therewith.

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

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then

Grantee shall have, and is hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

Grantor represents and warrants to Grantee that Grantor is the sole owner of the fee simple title to the Easement Property. Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein and subordinating any such lien to the easement granted herein.

This instrument shall not be considered as a deed to the Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use the Easement Property to landscape and build and construct fences, driveways, parking lots and other associated improvements over or across said easement; provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on the Easement Property.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

Further, notwithstanding anything to the contrary herein, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities, the roadway facilities or other public facilities or which will affect or interfere with, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, the roadway facilities or other public facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities, roadway facilities or other public facilities.

The individual executing this instrument on behalf of Grantor represent that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities

required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the construction, reconstruction, repair, operation and maintenance of the Facilities, roadway and other public facilities as well as all damages, if any, to Grantor's property which may occur in the future resulting from Grantee's exercise of any rights granted herein.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this ____ day of _____ 2024.

GRANTOR:

By: MKH Real Estates Investments, LLC

Printed Name: _____

Title: _____

AGREED AND ACCEPTED:

CITY OF SEAGOVILLE, TEXAS

By: _____
Lackey Stepper Sebastian, Mayor

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared **Lackey Stepper Sebastian**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; The acknowledged to me that he is the Mayor and duly authorized representative for the **CITY OF SEAGOVILLE, TEXAS**, and that he executed said instrument for the purposes and consideration therein expressed.

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

Notary Public, State of Texas
My Commission Expires _____

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative for _____ and that he executed said instrument for the purposes and consideration therein expressed.

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

Notary Public, State of Texas
My Commission Expires _____

EXHIBIT "A"

15 FT. SANITARY SEWER EASEMENT

BEING a 0.711-acre tract of land situated in the John Lanier Survey, Abstract Number 805, City of Seagoville, Dallas County, Texas and being a portion of the MKH Real Estates Investments, LLC. called 159-acre tract of land, described as Tract III in deed recorded in Instrument No. 202300039447, Official Public Records, Dallas County, Texas (OPRDCT), and being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner in the southwest line of said 159-acre tract, common to the northeast line of the Shepherd Place Homes Inc. called 66.750-acre tract of land, recorded in Instrument No. 202100093192, OPRDCT, from which a 1/2-inch iron rod found at the north corner of said 66.750-acre tract bears North 45 degrees 18 minutes 53 seconds West, a distance of 1221.90 feet;

THENCE over and across said 159-acre tract, the following five (5) courses and distances:

- 1) North 44 degrees 57 minutes 56 seconds East, a distance of 12.50 feet;
- 2) South 45 degrees 18 minutes 53 seconds East, a distance of 170.91 feet;
- 3) South 45 degrees 35 minutes 24 seconds East, a distance of 218.49 feet;
- 4) North 44 degrees 25 minutes 21 seconds East, a distance of 1711.76 feet;
- 5) North 69 degrees 16 minutes 05 seconds East, a distance of 35.70 feet to a point for corner of the southeast line of said 159-acre tract, common to the northwest line of the Rolling Meadows Development, LLC called 47.97-acre tract described as Tract 1 in deed recorded in Instrument No. 202200106718, OPRDCT;

THENCE South 44 degrees 25 minutes 21 seconds West, along the common line of said 159-acre tract and said 47.97-acre tract, a distance of 1756.65 feet to the south corner of said 159-acre tract and the west corner of said 47.97-acre tract, same being in the most westerly northeast line of the Rolling Meadows Development, LLC called 115.63-acre tract described as Tract 2 in deed recorded in Instrument No. 202200106718, OPRDCT;

THENCE North 45 degrees 35 minutes 24 seconds West, along the common line of said 115.63-acre tract and said 159-acre tract, a distance of 233.52 feet to a 1/2-inch iron rod found at the most westerly north corner of said 115.63-acre tract and the most northerly east corner of said 66.750-acre tract;

THENCE North 45 degrees 18 minutes 53 seconds West, along the common line of said 159-acre tract and said 66.750-acre tract, a distance of 171.00 feet to the **POINT OF BEGINNING AND CONTAINING** 0.711 acres or 30,975 square feet of land, more or less.

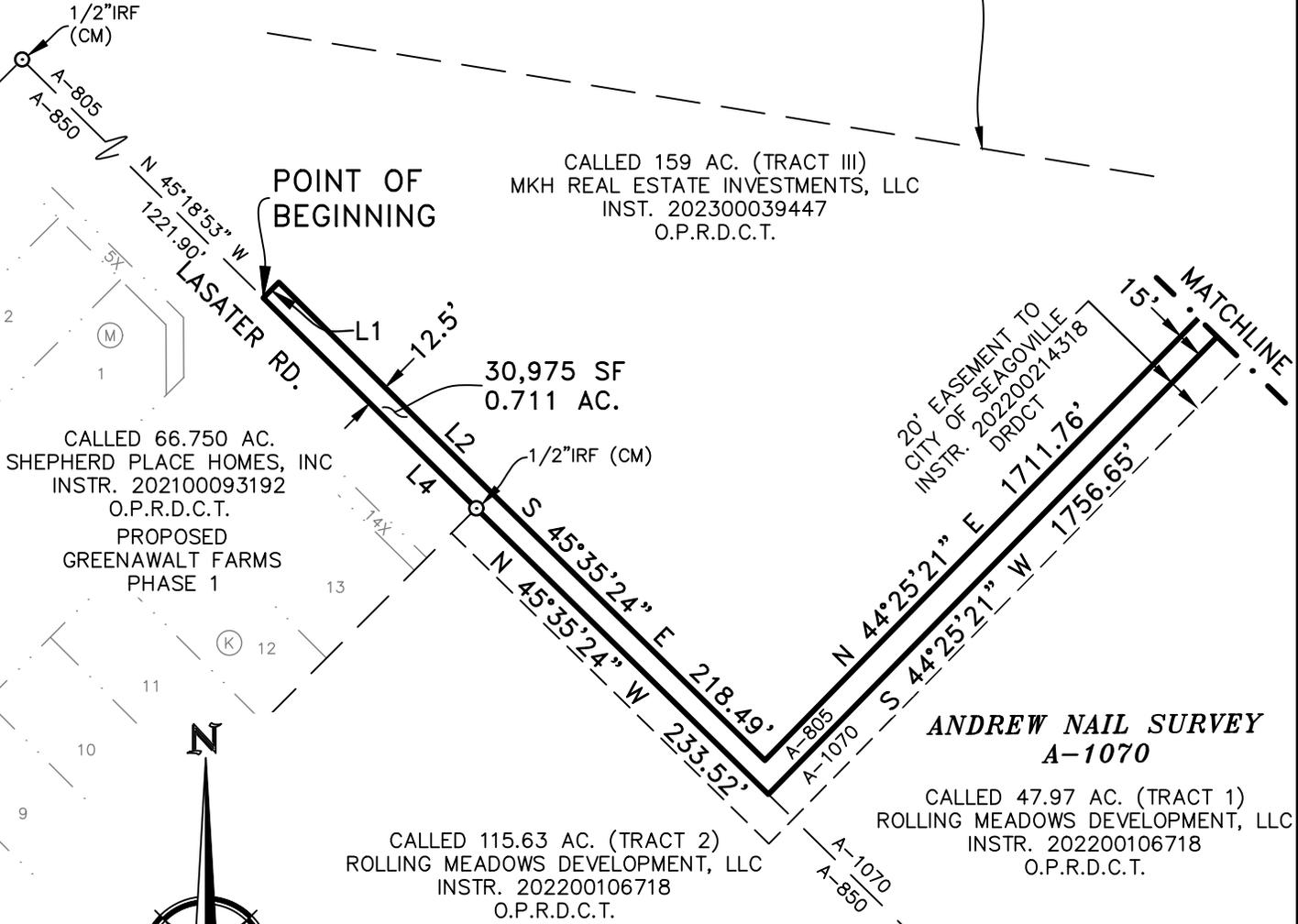
**JOHN LANIER SURVEY
A-805**

LINE TABLE		
NO.	DIRECTION	DISTANCE
L1	N 44°57'56" E	12.50'
L2	S 45°18'53" E	170.91'
L3	N 69°16'05" E	35.70'
L4	N 45°18'53" W	171.00'

APPROXIMATE LOCATION OF
TP&L EASEMENTS
VOL. 4628, PG. 105 &
VOL. 84167, PG. 540
D.R.D.C.T.

CALLED 159 AC. (TRACT III)
MKH REAL ESTATE INVESTMENTS, LLC
INST. 202300039447
O.P.R.D.C.T.

POINT OF
BEGINNING



CALLLED 66.750 AC.
SHEPHERD PLACE HOMES, INC
INST. 202100093192
O.P.R.D.C.T.
PROPOSED
GREENAWALT FARMS
PHASE 1

20' EASEMENT TO
CITY OF SEAGOVILLE
INST. 202200214318
DRDCT

**ANDREW NAIL SURVEY
A-1070**

CALLLED 47.97 AC. (TRACT 1)
ROLLING MEADOWS DEVELOPMENT, LLC
INST. 202200106718
O.P.R.D.C.T.

CALLLED 115.63 AC. (TRACT 2)
ROLLING MEADOWS DEVELOPMENT, LLC
INST. 202200106718
O.P.R.D.C.T.

**JOHN D. MERCHANT SURVEY
A-850**

EXHIBIT "A"

**15' SANITARY SEWER
EASEMENT**

**JOHN LANIER SURVEY, A-805
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS**

PETITT-ECD

CIVIL ENGINEERING/SURVEYING/CONSTRUCTION ADMINISTRATION

TBPELS FIRM REGISTRATION

ENGINEERING FIRM #001145 SURVEYING FIRM #10194792

1600 N. COLLINS BLVD.
SUITE 3300
RICHARDSON, TX 75080

201 WINDCO CIR.
SUITE 100
WYLIE, TX 75098
(972) 941-8400

All bearings shown hereon are based on the
Texas State Plane Coordinate System of
1983 (2011), North Central Zone (4202).

DATE: 1/22/2024
SHEET: 2 OF 4

**JOHN LANIER SURVEY
A-805**

CALLED 159 AC. (TRACT III)
MKH REAL ESTATE INVESTMENTS, LLC
INST. 202300039447
O.P.R.D.C.T.

**ANDREW NAIL SURVEY
A-1070**

CALLLED 47.97 AC. (TRACT 1)
ROLLING MEADOWS DEVELOPMENT, LLC
INST. 202200106718
O.P.R.D.C.T.

30,975 SF
0.711 AC.

APPROXIMATE LOCATION OF
TP&L EASEMENTS
VOL. 4628, PG. 105 &
VOL. 84167, PG. 544
D.R.D.C.T.

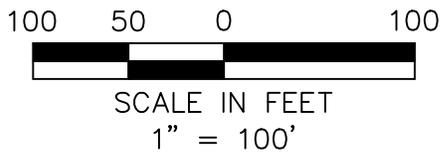
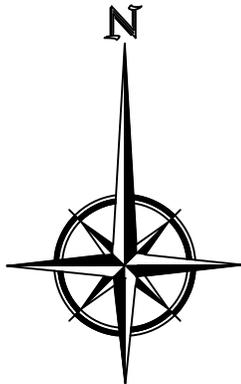


EXHIBIT "A"
**15' SANITARY SEWER
EASEMENT**

**JOHN LANIER SURVEY, A-805
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS**

PETITT-ECD

CIVIL ENGINEERING/SURVEYING/CONSTRUCTION ADMINISTRATION

TBPELS FIRM REGISTRATION

ENGINEERING FIRM #001145 SURVEYING FIRM #10194792

1600 N. COLLINS BLVD.
SUITE 3300
RICHARDSON, TX 75080

201 WINDCO CIR.
SUITE 100
WYLIE, TX 75098
(972) 941-8400

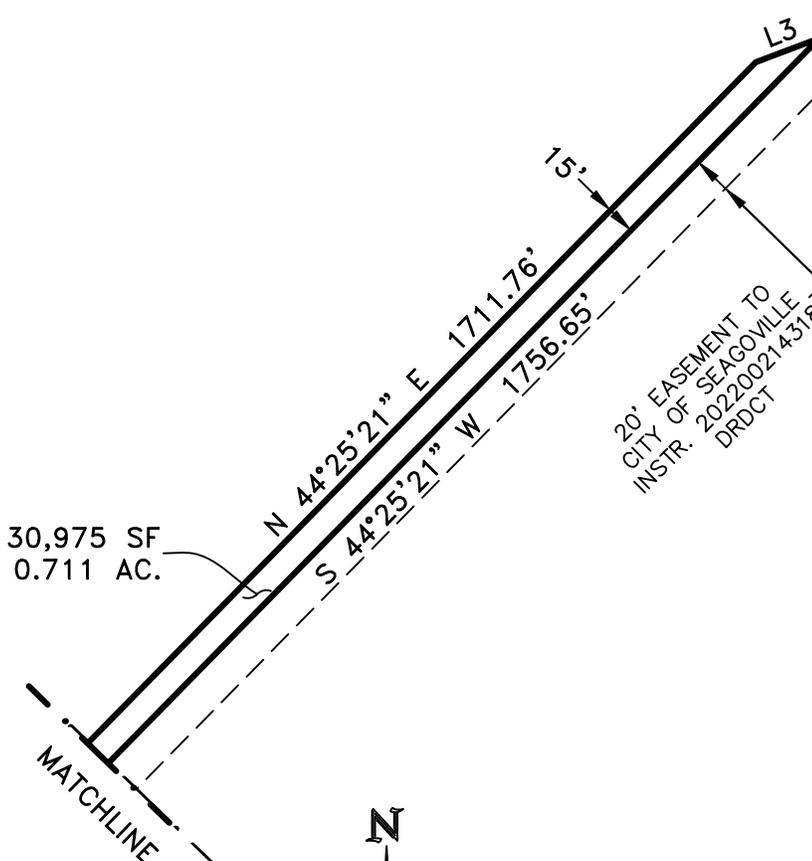
All bearings shown hereon are based on the
Texas State Plane Coordinate System of
1983 (2011), North Central Zone (4202).

DATE: 1/22/2024
SHEET: 3 OF 4

**JOHN LANIER SURVEY
A-805**

CALLED 159 AC. (TRACT III)
MKH REAL ESTATE INVESTMENTS, LLC
INST. 202300039447
O.P.R.D.C.T.

A-805
A-1070



30,975 SF
0.711 AC.

20' EASEMENT TO
CITY OF SEAGOVILLE
INST. 202200214318
DRDCT

**ANDREW NAIL SURVEY
A-1070**

CALLED 47.97 AC. (TRACT 1)
ROLLING MEADOWS DEVELOPMENT, LLC
INST. 202200106718
O.P.R.D.C.T.

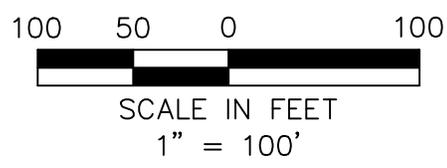


EXHIBIT "A"
**15' SANITARY SEWER
EASEMENT**

**JOHN LANIER SURVEY, A-805
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS**

PETITT-ECD

CIVIL ENGINEERING/SURVEYING/CONSTRUCTION ADMINISTRATION
TBPELS FIRM REGISTRATION
ENGINEERING FIRM #001145 SURVEYING FIRM #10194792
1600 N. COLLINS BLVD. 201 WINDCO CIR.
SUITE 3300 SUITE 100
RICHARDSON, TX 75080 WYLIE, TX 75098
(972) 941-8400

All bearings shown hereon are based on the
Texas State Plane Coordinate System of
1983 (2011), North Central Zone (4202).

DATE: 1/22/2024
SHEET: 4 OF 4

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

AFTER RECORDING RETURN TO:
Lackey Stepper Sebastian
City of Seagoville, Texas
702 N. US Highway 175
Seagoville, Texas 75159

20'x20' DRAINAGE EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

That **MKH Real Estates Investments, LLC** ("**Grantor**"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the **CITY OF SEAGOVILLE, TEXAS**, a home-rule municipality ("**Grantee**"), the receipt of which are hereby acknowledged, and for which no lien is retained, either expressed or implied, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, enlarge, re-build, replace, relocate, alter, remove and perpetually maintain drainage facilities (collectively, "**Facilities**"), together with all incidental improvements, and all necessary laterals, over, across, in, on, under and through certain real property owned by Grantor and located in the City of Seagoville, Dallas County, Texas, as more particularly described and depicted in **Exhibit A**, attached hereto and incorporated herein for all purposes ("**Easement Property**"). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the Easement Property perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purpose of constructing, reconstructing, operating, repairing, enlarging, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements thereto and for making connections therewith.

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

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then

Grantee shall have, and is hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

Grantor represents and warrants to Grantee that Grantor is the sole owner of the fee simple title to the Easement Property. Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein and subordinating any such lien to the easement granted herein.

This instrument shall not be considered as a deed to the Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use the Easement Property to landscape and build and construct fences, driveways, parking lots and other associated improvements over or across said easement; provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on the Easement Property.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

Further, notwithstanding anything to the contrary herein, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities, the roadway facilities or other public facilities or which will affect or interfere with, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, the roadway facilities or other public facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities, roadway facilities or other public facilities.

The individual executing this instrument on behalf of Grantor represent that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities

required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the construction, reconstruction, repair, operation and maintenance of the Facilities, roadway and other public facilities as well as all damages, if any, to Grantor's property which may occur in the future resulting from Grantee's exercise of any rights granted herein.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this ____ day of _____ 2024.

GRANTOR:

By: MKH Real Estates Investments, LLC

Printed Name: _____

Title: _____

AGREED AND ACCEPTED:

CITY OF SEAGOVILLE, TEXAS

By: _____
Lackey Stepper Sebastian, Mayor

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared **Lackey Stepper Sebastian**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; The acknowledged to me that he is the Mayor and duly authorized representative for the **CITY OF SEAGOVILLE, TEXAS**, and that he executed said instrument for the purposes and consideration therein expressed.

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

Notary Public, State of Texas
My Commission Expires _____

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative for _____ and that he executed said instrument for the purposes and consideration therein expressed.

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

Notary Public, State of Texas
My Commission Expires _____

EXHIBIT "A"

20 FT. X 20 FT.
DRAINAGE EASEMENT

BEING a 0.009-acre tract of land situated in the John Lanier Survey, Abstract Number 805, City of Seagoville, Dallas County, Texas and being a portion of the MKH Real Estates Investments, LLC. called 159-acre tract of land, described as Tract III in deed recorded in Instrument No. 202300039447, Official Public Records, Dallas County, Texas (OPRDCT), and being more particularly described by metes and bounds as follows:

BEGINNING at a point for corner in the southwest line of said 159-acre tract, common to the northeast line of the Shepherd Place Homes Inc. called 66.750-acre tract of land, recorded in Instrument No. 202100093192, OPRDCT, from which a 1/2-inch iron rod found at the north corner of said 66.750-acre tract bears North 45 degrees 18 minutes 53 seconds West, a distance of 903.98 feet;

THENCE over and across said 159-acre tract the following three (3) courses and distances:
North 45 degrees 06 minutes 46 seconds East, a distance of 20.00 feet;
South 45 degrees 18 minutes 53 seconds East, a distance of 20.00 feet;
South 45 degrees 06 minutes 46 seconds West, a distance of 20.00 feet to a point for corner in said common line from which a 1/2-inch iron rod found at the most northerly east corner of said 66.750-acre tract and the Rolling Meadows Development, LLC called 115.63-acre tract described as Tract 2 in deed recorded in Instrument No. 202200106718 bears South 45 degrees 18 minutes 53 seconds East, a distance of 468.92 feet;

THENCE North 45 degrees 18 minutes 53 seconds West, along the common line of said 159-acre tract and said 66.750-acre tract, a distance of 20.00 feet to the **POINT OF BEGINNING AND CONTAINING** 0.009 acres or 400 square feet of land, more or less.

**JOHN LANIER SURVEY
A-805**

LINE TABLE		
NO.	DIRECTION	DISTANCE
L1	N 45°06'46" E	20.00'
L2	S 45°18'53" E	20.00'
L3	S 45°06'46" W	20.00'
L4	N 45°18'53" W	20.00'

CALLED 159 AC. (TRACT III)
MKH REAL ESTATE INVESTMENTS, LLC
INST. 202300039447
O.P.R.D.C.T.

S 45°18'53" E 903.98'
TO 1/2" IRF AT NORTH
CORNER OF 66.750 AC. TRACT

LASATER RD.
A-805
A-850

400 SF
0.009 AC.

POINT OF
BEGINNING



APPROXIMATE LOCATION
TP&L EASEMENTS
VOL. 4628, PG. 105 &
VOL. 84167, PG. 540
D.R.D.C.T.

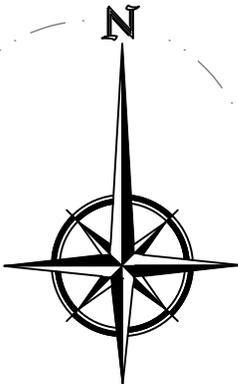
JOHN D. MERCHANT SURVEY
A-850

(M)

5X
CALLED 66.750 AC.
SHEPHERD PLACE HOMES, INC
INST. 202100093192
O.P.R.D.C.T.

PROPOSED
GREENAWALT FARMS
PHASE 1

S 45°18'53" E 468.92'
TO 1/2" IRF AT SOUTH
CORNER OF 159 AC. TRACT



SCALE IN FEET
1" = 60'

EXHIBIT "A"

**20' x 20' DRAINAGE
EASEMENT**

JOHN LANIER SURVEY, A-805
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS

PETITT-ECD

CIVIL ENGINEERING/SURVEYING/CONSTRUCTION ADMINISTRATION

TBPELS FIRM REGISTRATION

ENGINEERING FIRM #001145 SURVEYING FIRM #10194792

1600 N. COLLINS BLVD.
SUITE 3300
RICHARDSON, TX 75080

201 WINDCO CIR.
SUITE 100
WYLIE, TX 75098
(972) 941-8400

All bearings shown hereon are based on the
Texas State Plane Coordinate System of
1983 (2011), North Central Zone (4202).

DATE: 1/22/2024
SHEET: 2 OF 2



TO: Mayor and City Council
FROM: Bill Medina, Director of Community Development
DATE: May 20, 2024
ITEM: 12
DESCRIPTION: Consider a Resolution accepting and approving the dedication of utility easements from Rolling Meadows Development, LLC, conveying to the City an easement for utility purposes; authorizing the City manager to accept the same; and providing an effective date.

INTRODUCTION

The proposed resolution and attached easements will facilitate the future construction of sanitary sewer infrastructure for the Greenawalt subdivision.

BACKGROUND

The proposed resolution allows the City of Seagoville to maintain drainage and sanitary sewer facilities to serve the Greenawalt subdivision. With the approval of the proposed easement, the developers of Greenawalt will have the necessary access to construct and install the required sewer infrastructure. The proposed easements have been reviewed by the City Engineer and City Attorney.

FINANCIAL IMPACT

The amount for each proposed easement, \$10.00 paid to Rolling Meadows Development, LLC.

RECOMMENDATION

Staff recommends approval of the proposed resolution.

ATTACHMENTS

1. Resolution
2. Proposed 35' wide sanitary sewer easement.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, ACCEPTING AND APPROVING THE DEDICATION OF UTILITY EASEMENTS FROM ROLLING MEADOWS DEVELOPMENT, LLC, CONVEYING TO THE CITY AN EASEMENT FOR UTILITY PURPOSES; AUTHORIZING THE CITY MANAGER TO ACCEPT THE SAME; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has determined that a need exists to acquire rights in land owned by Rolling Meadows Development, LLC (Rolling Meadows) in order to install, operate, repair and maintain utility facilities; and

WHEREAS, Rolling Meadows has offered to grant and convey the easements to the City with certain conditions that the Council finds to be acceptable; and

WHEREAS, the City Council of the City of Seagoville, Texas finds and determines that its acceptance of the easement described herein is needed for public purposes and is in the best interests of the citizens of the City and the public health, safety and welfare.

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

SECTION 1: The City Council of the City of Seagoville does hereby accept and approve the utility easement, and the conveyance thereof, by Rolling Meadows Development, LLC, to the City, as shown in Exhibit "A" attached hereto and incorporated herein.

SECTION 2: The City Council does hereby authorize the City Manager to execute any documents and instruments as may be necessary to effect the conveyance and the City's acceptance thereof.

SECTION 3: 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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

AFTER RECORDING RETURN TO:
Lackey Stepper Sebastian
City of Seagoville, Texas
702 N. US Highway 175
Seagoville, Texas 75159

35' WIDE SANITARY SEWER EASEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DALLAS

That **Rolling Meadows Development, LLC** ("Grantor"), whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand to Grantor paid by the **CITY OF SEAGOVILLE, TEXAS**, a home-rule municipality ("Grantee"), the receipt of which are hereby acknowledged, and for which no lien is retained, either expressed or implied, does hereby GRANT, SELL AND CONVEY unto Grantee the easement and right to construct, reconstruct, operate, repair, enlarge, re-build, replace, relocate, alter, remove and perpetually maintain sewer facilities (collectively, "Facilities"), together with all incidental improvements, and all necessary laterals, over, across, in, on, under and through certain real property owned by Grantor and located in the City of Seagoville, Dallas County, Texas, as more particularly described and depicted in Exhibit A, attached hereto and incorporated herein for all purposes ("Easement Property"). As part of the grant hereby made, it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or easement may be removed from said premises by Grantee.

TO HAVE AND TO HOLD the Easement Property perpetually unto the Grantee, its successors and assigns, together with the right and privilege at all times to enter the Easement Property, or any part thereof, for the purpose of constructing, reconstructing, operating, repairing, enlarging, re-building, replacing, relocating, altering, removing and perpetually maintaining the Facilities, and all incidental improvements thereto and for making connections therewith.

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

Grantee, its successors and assigns, shall have the right to construct, reconstruct and perpetually maintain additional Facilities at all times in the future within the Easement Property. If Grantee is unable to access the Easement Property due to physical barriers or conditions, then

Grantee shall have, and is hereby granted, the right of ingress and egress over that portion of the Grantor's adjacent property within fifteen feet (15') of the Easement Property as is reasonably necessary to and for the limited purpose of accessing the Easement Property.

Grantee will at all times after doing any work in connection with the construction, operation or repair of the Facilities, restore the surface of the Easement Property as close to the condition in which it was found before such work was undertaken as is reasonably practicable, except for trees, shrubs and structures within the Easement Property that were removed as a result of such work.

Grantor represents and warrants to Grantee that Grantor is the sole owner of the fee simple title to the Easement Property. Grantor does hereby represent and warrant that there are no liens, attachments or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purposes as described herein. If such condition does exist, a signature with acknowledgment shall be included and made a part of this document conveying the rights and privileges contained herein and subordinating any such lien to the easement granted herein.

This instrument shall not be considered as a deed to the Easement Property or any part thereof, and the right is hereby reserved to Grantor, its successors and assigns, to use the Easement Property to landscape and build and construct fences, driveways, parking lots and other associated improvements over or across said easement; provided, however, that in no event shall a wall, structure or building of any type other than those previously described or any piling, pier or isolated footing of any wall, structure or building be placed directly on the Easement Property.

The easement rights and privileges granted herein are non-exclusive, but Grantor covenants that Grantor will not convey any other easement or conflicting rights within the area covered by this grant which unreasonably interfere with Grantee's rights granted herein and provided all such other grants comply with all applicable local, state and federal laws, ordinances, rules, regulations and/or requirements, as they exist, may be amended or in the future arising.

Further, notwithstanding anything to the contrary herein, Grantor shall not place any improvement or take any action, permanent or temporary, which may cause damage or jeopardize the integrity of the Facilities, the roadway facilities or other public facilities or which will affect or interfere with, in any way, the rights granted herein. Grantee, may, due to the necessity of repair and maintenance of the Facilities, the roadway facilities or other public facilities, remove and keep removed any and all improvements to the extent necessary to make repairs. Grantee will not be responsible for loss of improvements due to failure or maintenance of the Facilities, roadway facilities or other public facilities.

The individual executing this instrument on behalf of Grantor represent that all appropriate and necessary actions have been taken to authorize the individual who is executing this instrument to do so for and on behalf of Grantor, that there are no other parties or entities

required to execute this instrument in order for the same to be an authorized and binding agreement on Grantor and that the individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

It is understood and agreed that the consideration received by Grantor hereunder includes adequate compensation for the grant of the rights hereunder and for all damages arising out of the construction, reconstruction, repair, operation and maintenance of the Facilities, roadway and other public facilities as well as all damages, if any, to Grantor's property which may occur in the future resulting from Grantee's exercise of any rights granted herein.

This instrument shall be binding on, and inure to the benefit of, Grantee and Grantor and their respective successors or assigns.

This instrument may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

EXECUTED on the dates appearing in the acknowledgements below, however, to be effective on this ____ day of _____ 2024.

GRANTOR:

By: Rolling Meadows Development, LLC

Printed Name: _____

Title: _____

AGREED AND ACCEPTED:

CITY OF SEAGOVILLE, TEXAS

By: _____
Lackey Stepper Sebastian, Mayor

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared **Lackey Stepper Sebastian**, known to me to be one of the persons whose names are subscribed to the foregoing instrument; The acknowledged to me that he is the Mayor and duly authorized representative for the **CITY OF SEAGOVILLE, TEXAS**, and that he executed said instrument for the purposes and consideration therein expressed.

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

Notary Public, State of Texas
My Commission Expires _____

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me that he is the _____ and duly authorized representative for _____ and that he executed said instrument for the purposes and consideration therein expressed.

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

Notary Public, State of Texas
My Commission Expires _____

EXHIBIT "A"

35 FT. SANITARY SEWER EASEMENT

BEING a 1.776-acre tract of land situated in the Andrew Nail Survey, Abstract Number 1070 and the John D, Merchant Survey, Abstract Number 850, City of Seagoville, Dallas County, Texas and being a portion of the Rolling Meadows Development, LLC called 47.97-acre tract described as Tract 1 and a portion of the called 115.63-acre tract described as Tract 2 in deed recorded in Instrument No. 202200106718, Official Public Records, Dallas County, Texas (OPRDCT), and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found at the most westerly north corner of said 115.63-acre tract and the most northerly east corner of the Shepherd Place Homes Inc. called 66.750-acre tract of land, recorded in Instrument No. 202100093192, OPRDCT, same being in the southwest line of the MKH Real Estates Investments, LLC. called 159-acre tract of land, described as Tract III in deed recorded in Instrument No. 202300039447, OPRDCT, from which a 1/2-inch iron rod found at the north corner of said 66.750-acre tract bears North 45 degrees 18 minutes 53 seconds West, a distance of 1392.90 feet;

THENCE South 45 degrees 35 minutes 24 seconds East, along the common line of said 159-acre tract and said 115.63-acre tract, a distance of 233.52 feet to the south corner of said 159-acre tract and the west corner of said 47.97-acre tract;

THENCE North 44 degrees 25 minutes 21 seconds East, along the common line of said 159-acre tract and said 47.97-acre tract, a distance of 1756.65 feet;

THENCE over and across said 47.97-acre tract and said 115.63-acre tract, the following five (5) courses and distances:

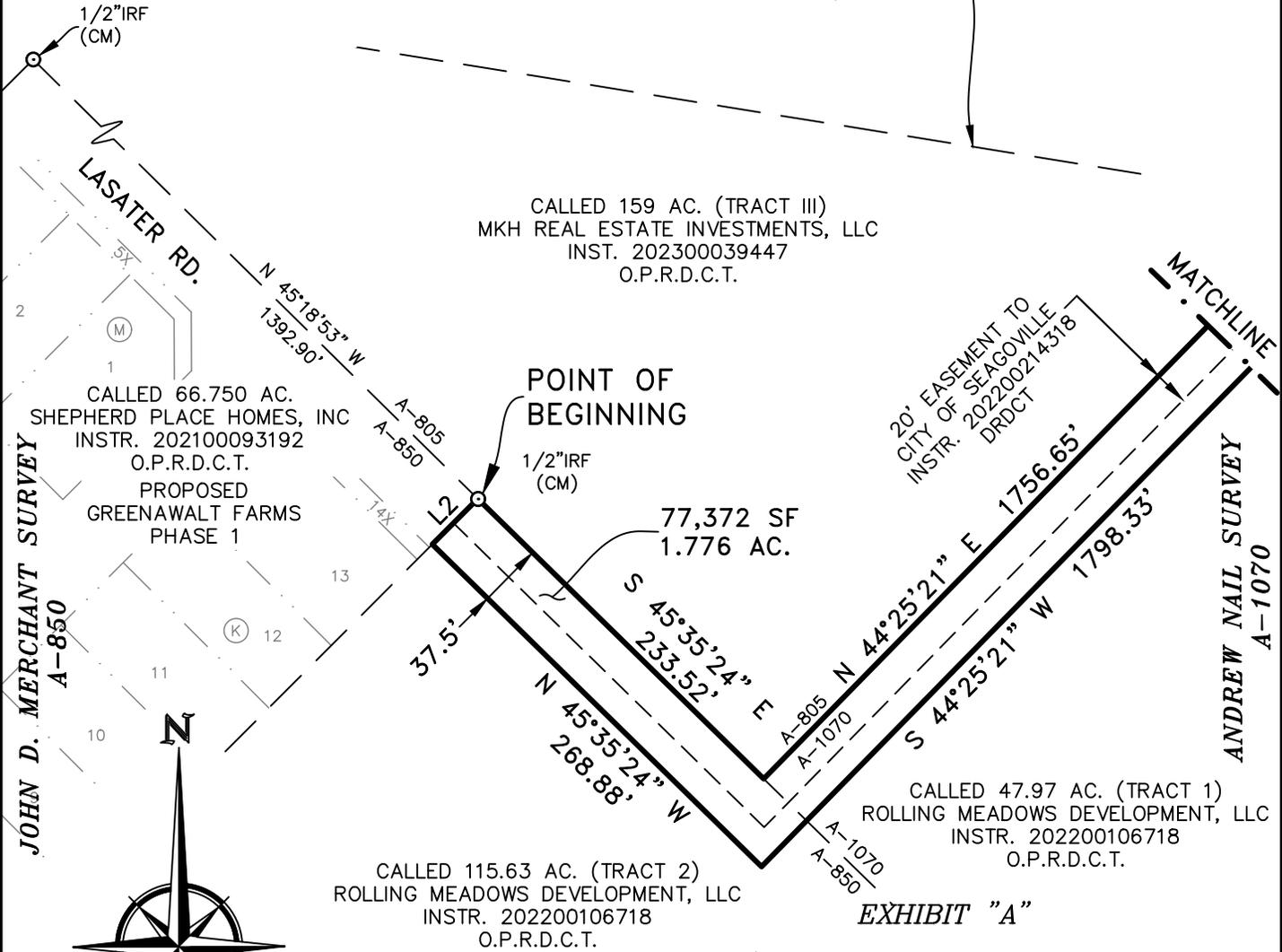
- 1) North 69 degrees 16 minutes 05 seconds East, a distance of 200.54 feet;
- 2) South 20 degrees 57 minutes 25 seconds East, a distance of 30.00 feet;
- 3) South 69 degrees 16 minutes 05 seconds West, a distance of 182.15 feet;
- 4) South 44 degrees 25 minutes 21 seconds West, a distance of 1798.33 feet;
- 5) North 45 degrees 35 minutes 24 seconds West, a distance of 268.88 feet to a point for corner in the common line of said 115.63-acre tract and said 66.750-acre tract;

THENCE North 44 degrees 57 minutes 56 seconds East, along the common line of said 115.63-acre tract and said 66.750-acre tract, a distance of 37.50 feet to the **POINT OF BEGINNING AND CONTAINING** 1.776 acres or 77,372 square feet of land, more or less.

LINE TABLE		
NO.	DIRECTION	DISTANCE
L1	S 20°57'25" E	30.00'
L2	N 44°57'56" E	37.50'

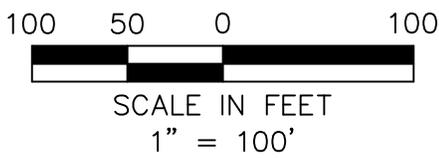
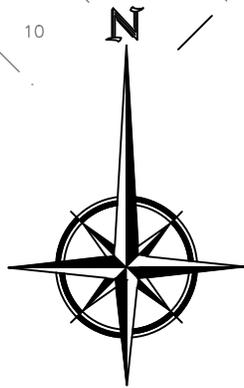
**JOHN LANIER SURVEY
A-805**

APPROXIMATE LOCATION OF
TP&L EASEMENTS
VOL. 4628, PG. 105 &
VOL. 84167, PG. 540
D.R.D.C.T.



**JOHN D. MERCHANT SURVEY
A-850**

**ANDREW NAIL SURVEY
A-1070**



CALLED 159 AC. (TRACT III)
MKH REAL ESTATE INVESTMENTS, LLC
INST. 202300039447
O.P.R.D.C.T.

CALLLED 66.750 AC.
SHEPHERD PLACE HOMES, INC
INST. 202100093192
O.P.R.D.C.T.
PROPOSED
GREENAWALT FARMS
PHASE 1

CALLLED 115.63 AC. (TRACT 2)
ROLLING MEADOWS DEVELOPMENT, LLC
INST. 202200106718
O.P.R.D.C.T.

CALLLED 47.97 AC. (TRACT 1)
ROLLING MEADOWS DEVELOPMENT, LLC
INST. 202200106718
O.P.R.D.C.T.

**35' SANITARY SEWER
EASEMENT**

**ANDREW NAIL SURVEY, A-1070 &
JOHN D. MERCHANT SURVEY, A-850
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS**

PETITT-ECD

CIVIL ENGINEERING/SURVEYING/CONSTRUCTION ADMINISTRATION
TBPELS FIRM REGISTRATION
ENGINEERING FIRM #001145 SURVEYING FIRM #10194792
1600 N. COLLINS BLVD. 201 WINDCO CIR.
SUITE 3300 SUITE 100
RICHARDSON, TX 75080 WYLIE, TX 75098
(972) 941-8400

DATE: 1/22/2024
SHEET: 2 OF 4

**JOHN LANIER SURVEY
A-805**

CALLED 159 AC. (TRACT III)
MKH REAL ESTATE INVESTMENTS, LLC
INST. 202300039447
O.P.R.D.C.T.

77,372 SF
1.776 AC.

N 44°25'21" E 1756.65'
S 44°25'21" W 1798.33'

**ANDREW NAIL SURVEY
A-1070**

CALLED 47.97 AC. (TRACT 1)
ROLLING MEADOWS DEVELOPMENT, LLC
INST. 202200106718
O.P.R.D.C.T.

20' EASEMENT TO
CITY OF SEAGOVILLE
INST. 202200214318
DRDCT

A-805
A-1070
35'

APPROXIMATE LOCATION OF
TP&L EASEMENTS
VOL. 4628, PG. 105 &
VOL. 84167, PG. 544
D.R.D.C.T.

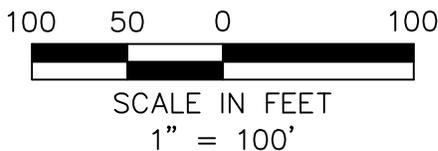
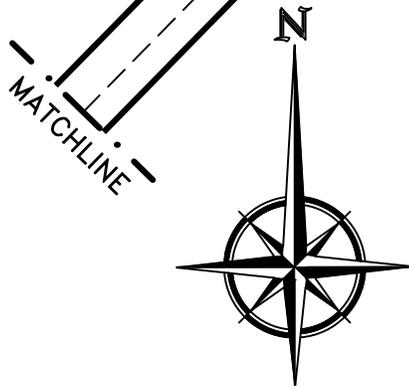


EXHIBIT "A"
**35' SANITARY SEWER
EASEMENT**

**ANDREW NAIL SURVEY, A-1070 &
JOHN D. MERCHANT SURVEY, A-850
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS**

PETITT-ECD

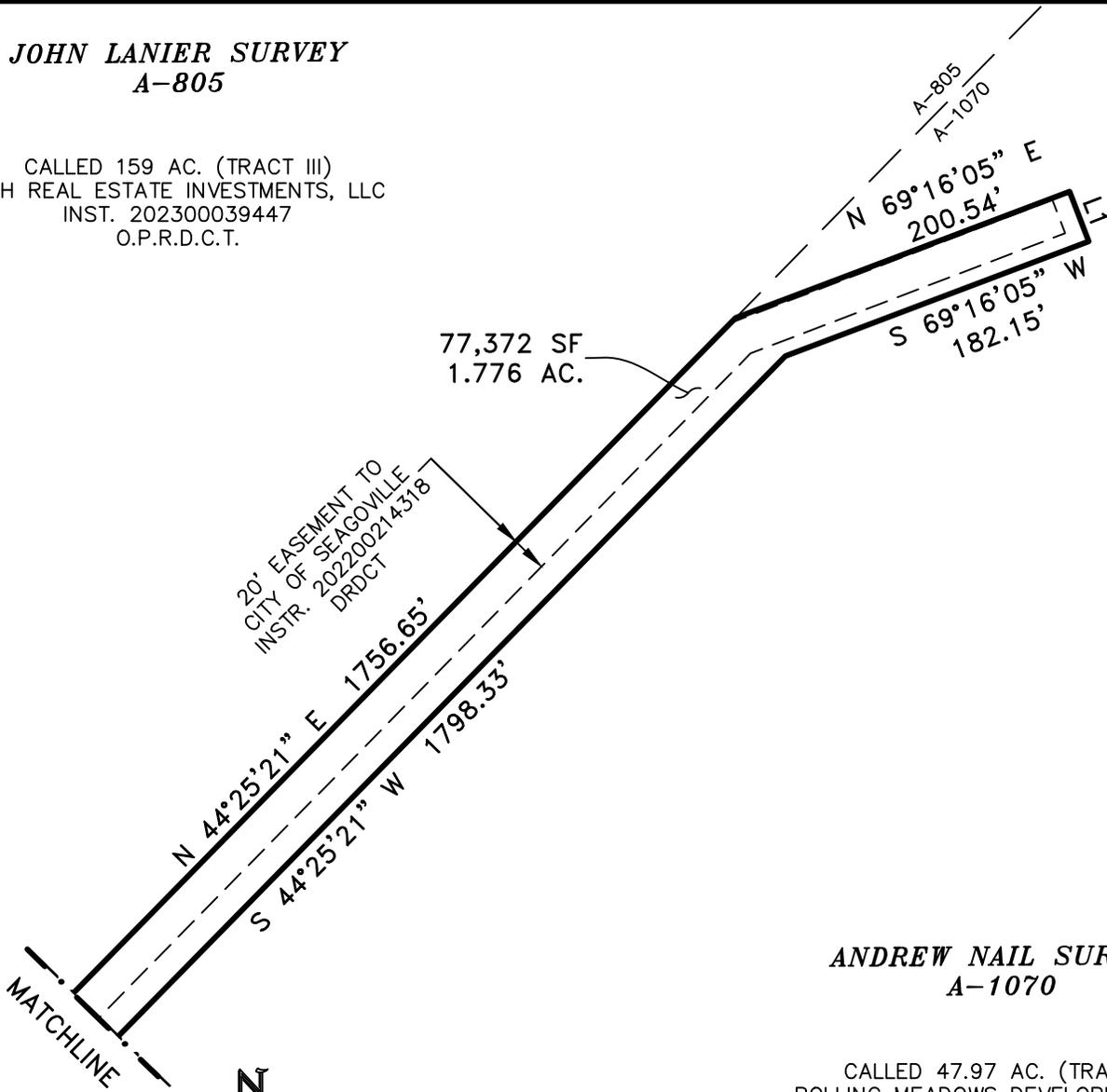
CIVIL ENGINEERING/SURVEYING/CONSTRUCTION ADMINISTRATION
TBPELS FIRM REGISTRATION
ENGINEERING FIRM #001145 SURVEYING FIRM #10194792
1600 N. COLLINS BLVD. 201 WINDCO CIR.
SUITE 3300 SUITE 100
RICHARDSON, TX 75080 WYLIE, TX 75098
(972) 941-8400

All bearings shown hereon are based on the
Texas State Plane Coordinate System of
1983 (2011), North Central Zone (4202).

DATE: 1/22/2024
SHEET: 3 OF 4

**JOHN LANIER SURVEY
A-805**

CALLED 159 AC. (TRACT III)
MKH REAL ESTATE INVESTMENTS, LLC
INST. 202300039447
O.P.R.D.C.T.



77,372 SF
1.776 AC.

20' EASEMENT TO
CITY OF SEAGOVILLE
INST. 202200214318
DRDCT

A-805
A-1070

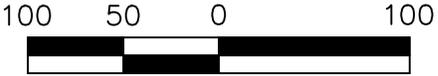
N 69°16'05" E
200.54'

S 69°16'05" W
182.15'

N 44°25'21" E 1756.65'

S 44°25'21" W 1798.33'

MATCHLINE



SCALE IN FEET
1" = 100'

**ANDREW NAIL SURVEY
A-1070**

CALLED 47.97 AC. (TRACT 1)
ROLLING MEADOWS DEVELOPMENT, LLC
INST. 202200106718
O.P.R.D.C.T.

EXHIBIT "A"
**35' SANITARY SEWER
EASEMENT**

**ANDREW NAIL SURVEY, A-1070 &
JOHN D. MERCHANT SURVEY, A-850
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS**

PETITT-ECD

CIVIL ENGINEERING/SURVEYING/CONSTRUCTION ADMINISTRATION
TBPELS FIRM REGISTRATION
ENGINEERING FIRM #001145 SURVEYING FIRM #10194792
1600 N. COLLINS BLVD. 201 WINDCO CIR.
SUITE 3300 SUITE 100
RICHARDSON, TX 75080 WYLIE, TX 75098
(972) 941-8400

All bearings shown hereon are based on the Texas State Plane Coordinate System of 1983 (2011), North Central Zone (4202).

DATE: 1/22/2024
SHEET: 4 OF 4



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: May 20, 2024

ITEM: 13

DESCRIPTION: Consider Resolution accepting and approving easement dedications from Oncor Electric Delivery Company, LLC, conveying to the City certain easements for roadway and utility purposes; authorizing the City Manager to accept the same; and providing an effective date.

INTRODUCTION

The proposed resolution and attached easement and right of way documents would allow for Meritage homes to construct needed infrastructure for Stonehaven.

BACKGROUND

The proposed resolution allows the City of Seagoville to encroach on an existing easement, shown as Exhibit A. Exhibit A depicts a 51' Right of Way with a concrete street, a water line, and sewer line being located within the Oncor Easement. The approval of these documents will facilitate the construction of future phases within Stonehaven. The proposed easements have been reviewed by the City Engineer and City Attorney.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends approval of the proposed resolution.

ATTACHMENTS

1. Resolution
2. Easement and Right of Way
3. Encroachment on Easement

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, ACCEPTING AND APPROVING EASEMENT DEDICATIONS FROM ONCOR ELECTRIC DELIVERY COMPANY, LLC, CONVEYING TO THE CITY CERTAIN EASEMENTS FOR ROADWAY AND UTILITY PURPOSES; AUTHORIZING THE CITY MANAGER TO ACCEPT THE SAME; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has determined that a need exists to acquire rights in land owned by Oncor Electric Delivery Company, LLC (Oncor), in order to install utility facilities and to construct and extend Carriage Court, a public street within the City; and

WHEREAS, Oncor has offered to grant and convey the easements to the City with certain conditions that the Council finds to be acceptable; and

WHEREAS, the City Council of the City of Seagoville, Texas finds and determines that its acceptance of the easements is needed for public purposes and is in the best interests of the citizens of the City and the public health, safety and welfare.

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

SECTION 1: The City Council of the City of Seagoville does hereby accept and approve the right-of-way and utility easements, and the conveyance thereof, by OnCor Electric Delivery Company, LLC, to the City, as shown in Exhibits “A” and “B” attached hereto and incorporated herein.

SECTION 2: The City Council does hereby authorize the City Manager to execute any documents and instruments as may be necessary to effect the conveyance and the City’s acceptance thereof.

SECTION 3: 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

EASEMENT AND RIGHT OF WAY

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

That **ONCOR ELECTRIC DELIVERY COMPANY LLC**, a Delaware limited liability company, hereinafter referred to as Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to it in hand paid by the **CITY OF SEAGOVILLE**, a Texas Municipal Corporation, hereinafter referred to as Grantee, has granted, sold and conveyed and by these presents does hereby grant, sell and convey unto said Grantee a nonexclusive easement and right of way for the purpose of constructing, reconstructing, replacing, maintaining and operating two (2) Roads with Utilities beneath, hereinafter referred to as Grantee's Facility, in, over, under, across and along the property described on the attached Exhibit A, and as shown on the attached Exhibit B:

SEE ATTACHED EXHIBIT "A & B"

There is also granted to Grantee, its successors or assigns, a nonexclusive easement to use only so much of Grantor's adjoining land, during temporary periods, as may be necessary for the construction, maintenance, and repair of said Grantee's Facility. Such use shall not interfere with Grantor's use of such property in the operation of its business and Grantee shall properly maintain such property during construction and at the conclusion of such construction remove all construction debris and other materials from such property and restore such property to the same condition it was in prior to the commencement of Grantee's construction thereon or in proximity thereto. Additional general construction limitations on easement are described and listed, but not limited to, in **Exhibit "C"**, attached hereto and by reference made a part hereof. Use of draglines or other boom-type equipment in connection with any work to be performed on Grantor's property by the Grantee, its employees, agents, representatives or contractors must comply with Chapter 752, Texas Health and Safety Code, the National Electrical Safety Code and any other clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines situated on the aforesaid property. Grantee must notify Oncor Forney Transmission, (214) 354-7525 at least 48 hours prior to the use of any boom-type equipment on Grantor's property except in an emergency. Grantor reserves the right to refuse Grantee permission to use boom-type equipment.

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

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

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

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

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

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

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

EXECUTED as of this _____ day of _____, 2024.

GRANTOR:

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: _____

Attorney-in-Fact

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

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

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

Notary Public in and for the State of Texas

GRANTEE:

CITY OF SEAGOVILLE

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

COUNTY OF _____ §
§

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

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

Notary Public in and for the State of Texas

After Recording, Return To:
Oncor Electric Delivery Company LLC
Right of Way Services
Attn: Laura DeLaPaz
777 Main St, Suite 707
Ft. Worth, Texas 76102

EXHIBIT "A" (1 of 3)
RIGHT-OF-WAY EASEMENTS

TRACT 1

BEING A 0.117 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING PART OF 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID 0.117 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2 INCH CAPPED IRON ROD FOUND FOR THE NORTH CORNER OF A 0.886 ACRE TRACT OF LAND, CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, DEED RECORDS, DALLAS COUNTY, TEXAS AND A COMMON SOUTHWEST CORNER OF THE REMAINDER OF A 222.432 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO MERITAGE HOMES OF TEXAS, LLC AND GREENBRICK EDGEWOOD, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE SOUTHEAST LINE OF A 0.46 ACRE TRACT OF LAND, CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS.

THENCE, SOUTH 68 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 0.886 ACRE TRACT, THE COMMON NORTHEAST LINE OF SAID 4.527 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 222.432 ACRE TRACT, A DISTANCE OF 1003.40 FEET TO THE **POINT OF BEGINNING**;

THENCE, SOUTH 68 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 4.527 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 222.432 ACRE TRACT, A DISTANCE OF 51.00 FEET TO A POINT FOR CORNER. FROM WHICH A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID 222.432 ACRE TRACT AND A SOUTH CORNER OF A 2.83 ACRE TRACT OF LAND CONVEYED TO CLYDE CARMAN, AS RECORDED IN COUNTY CLERK'S FILE NO. 200900225070, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, BEARS SOUTH 68 DEGREES 43 MINUTES 32 SECONDS EAST, A DISTANCE OF 1108.64 FEET;

EXHIBIT "A" (2 of 3)

THENCE, SOUTH 21 DEGREES 16 MINUTES 28 SECONDS WEST, OVER AND ACROSS SAID 4.527 ACRE TRACT, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER. SAID POINT BEING ON THE SOUTHWEST LINE OF SAID 4.527 ACRE TRACT AND THE COMMON NORTHEAST LINE OF A 22.791 ACRE TRACT OF LAND, CONVEYED AS "TRACT 2" TO MERITAGE HOMES OF TEXAS, LLC AND GREENBRICK EDGEWOOD, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG SAID COMMON LINES, A DISTANCE OF 51.00 FEET TO A POINT FOR CORNER;

THENCE, NORTH 21 DEGREES 16 MINUTES 28 SECONDS EAST, OVER AND ACROSS SAID 4.527 ACRE TRACT, A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 5,100 SQUARE FEET OR 0.117 ACRES OF LAND.

TRACT 2

BEING A 0.118 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING PART OF 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID 0.118 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID 4.527 ACRE TRACT AND COMMON NORTHEAST CORNER OF A 22.791 ACRE TRACT OF LAND CONVEYED AS "TRACT 2" TO MERITAGE OF TEXAS, LLC AND GREENBRICK EDGEWOOD, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST LINE OF A 2.07 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 3844, PAGE 413, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 4.527 ACRE TRACT AND THE COMMON NORTHEAST LINE OF SAID 22.791 ACRE TRACT, A DISTANCE OF 564.28 FEET TO THE **POINT OF BEGINNING**;

EXHIBIT "A" (3 of 3)

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, CONTINUING ALONG SAID COMMON LINES, A DISTANCE OF 51.19 FEET TO A POINT FOR CORNER. FROM WHICH A 1/2 INCH CAPPED IRON ROD FOUND FOR THE NORTH CORNER OF SAID 22.791 ACRE TRACT AND THE COMMON WEST CORNER OF A 0.886 ACRE TRACT OF LAND, CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE SOUTHEAST LINE OF A 0.46 ACRE TRACT OF LAND, CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS BEARS NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, A DISTANCE OF 1740.66 FEET;

THENCE, NORTH 16 DEGREES 16 MINUTES 28 SECONDS EAST, OVER AND ACROSS SAID 4.527 ACRE TRACT, A DISTANCE OF 100.38 FEET TO A POINT FOR CORNER. SAID POINT BEING ON THE NORTHEAST LINE OF SAID 4.527 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF THE REMAINDER OF A 222.432 ACRE TRACT OF LAND CONVEYED AS "TRACT 1" TO MERITAGE HOMES OF TEXAS, LLC AND GREENBRICK EDGEWOOD, LLC AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 68 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG SAID COMMON LINES, A DISTANCE OF 51.19 FEET TO A POINT FOR CORNER;

THENCE, SOUTH 16 DEGREES 16 MINUTES 28 SECONDS WEST, A DISTANCE OF 100.38 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 5,119 SQUARE FEET OR 0.118 ACRES OF LAND.

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



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



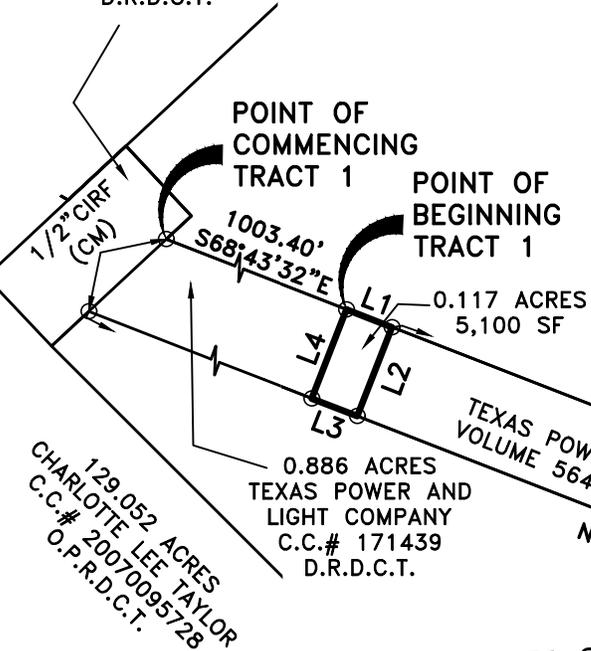
01/23/2024

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

LINE	BEARING	DISTANCE
L1	S68°43'32"E	51.00'
L2	S21°16'28"W	100.00'
L3	N68°43'32"W	51.00'
L4	N21°16'28"E	100.00'
L5	N68°43'32"W	51.19'
L6	N16°16'28"E	100.38'
L7	S68°43'32"E	51.19'
L8	S16°16'28"W	100.38'



0.46 ACRES
TEXAS POWER AND
LIGHT COMPANY
VOLUME 5632, PAGE 601
D.R.D.C.T.



REMAINDER TRACT 1
222.432 ACRES
MERITAGE HOMES OF TEXAS, LLC
AND GREENBRICK EDGEWOOD, LLC
C.C.# 202100290709
O.P.R.D.C.T.

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

- LEGEND**
- O.P.R.D.C.T. OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS
 - D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TEXAS
 - CIRS 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET
 - CIRF CAPPED IRON ROD FOUND
 - IRF IRON ROD FOUND
 - (CM) CONTROLLING MONUMENT
 - SF SQUARE FEET

BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS.



S:\NTX-LAND\0067\200 SURVEY\280 Easements\0067EX17.dwg 1/23/2024

PAGE 4
OF 4

DATE:	01/23/24
DRWN BY:	B.N.W.
CHKD BY:	C.M.
PROJ NO.	0067

EXHIBIT XXX "B"

TRACT 1 AND TRACT 2
RIGHT-OF-WAY EASEMENTS
IN THE
HERMAN HEIDER SURVEY, ABSTRACT NO. 541
CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS

LJA Surveying, Inc.

6060 North Central Expressway
Suite 400
Dallas, Texas 75206

Phone 469.621.0710

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



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

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

10. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.
11. No dumpsters will be allowed on Oncor right-of-way or fee owned property.
12. Draglines will not be used under the line or on Oncor right-of-way.
13. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any Oncor transmission structure (tower, pole, guy wire, etc...).
14. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.
15. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.
16. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, (214) 354-7525.
17. No hazardous materials will be stored on the right of way.
18. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material Laws" collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic

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

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

ENCROACHMENT ON EASEMENT

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

WHEREAS, the **City of Seagoville (“User”)**, desires permission to construct, operate and maintain a Road Crossing (Carriage Court) and a Sanitary Sewer Pipeline Crossing (“**Encroaching Facility**”) within the area or boundaries of the Easement (“**Easement Area**”).

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

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

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

3. **Maintenance of Encroaching Facility.** User, at User’s sole expense, shall maintain and operate the Encroaching Facility. Oncor will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of User’s Encroaching Facility. User shall be liable for any and all taxes and fees assessed by cities or other taxing authorities related to User’s Encroaching Facility or User’s other allowed improvements being located on the Easement Area, including, but not limited to, the assessment of any storm water fees.

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

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

6. **High Voltage Restrictions.** Use of draglines or other boom-type equipment in connection with any work to be performed on the Easement Area by User, its employees, agents, invitees, contractors or subcontractors must comply with Chapter 752, Texas Health and Safety Code, the National Electric Safety Code and any other applicable safety or clearance requirements. Notwithstanding anything to the contrary herein, in no event shall any equipment be within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines situated on the aforesaid property. User must obtain Oncor's approval and notify the **Region Transmission Department at (214) 354-7525**, 48 hours prior to the use of any boom-type equipment on the Easement Area.

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

8. **Default and Termination.** It is understood and agreed that, in case of default by User or its agents in any of the terms and conditions herein stated and such default continues for a period of thirty (30) days after Oncor notifies User of such default in writing, Oncor may at its election forthwith terminate this agreement and upon such termination all of User's rights hereunder shall cease and come to an end. This agreement shall also terminate upon the abandonment of the Encroaching Facility.

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

Executed this _____ day of _____, 2024.

APPROVAL:

Oncor Electric Delivery Company LLC

By: _____

Attorney-In-Fact

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

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

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

Notary Public in and for the State of Texas

ACCEPTANCE:

City of Seagoville

By: _____

Name: _____

Title: _____

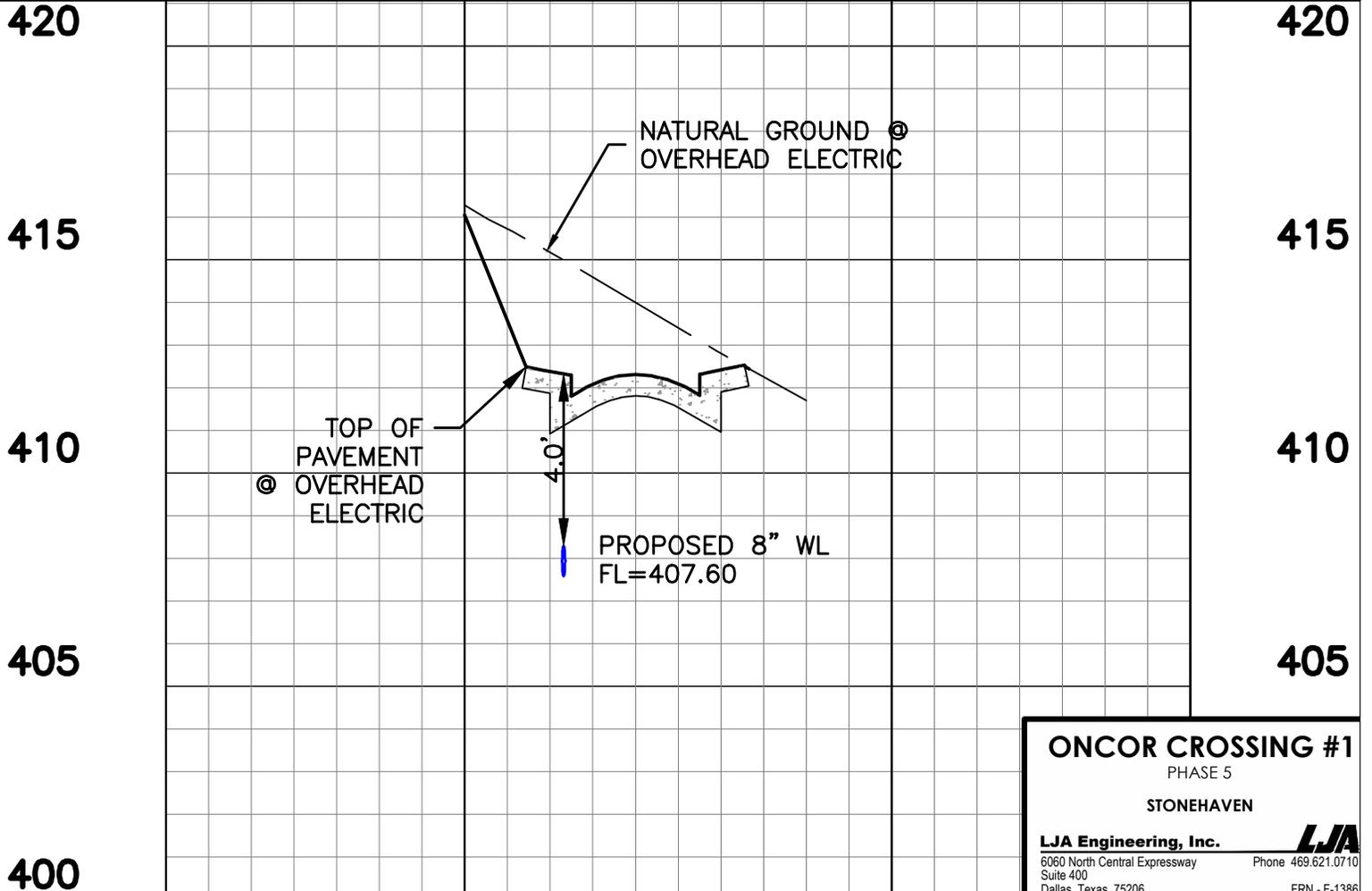
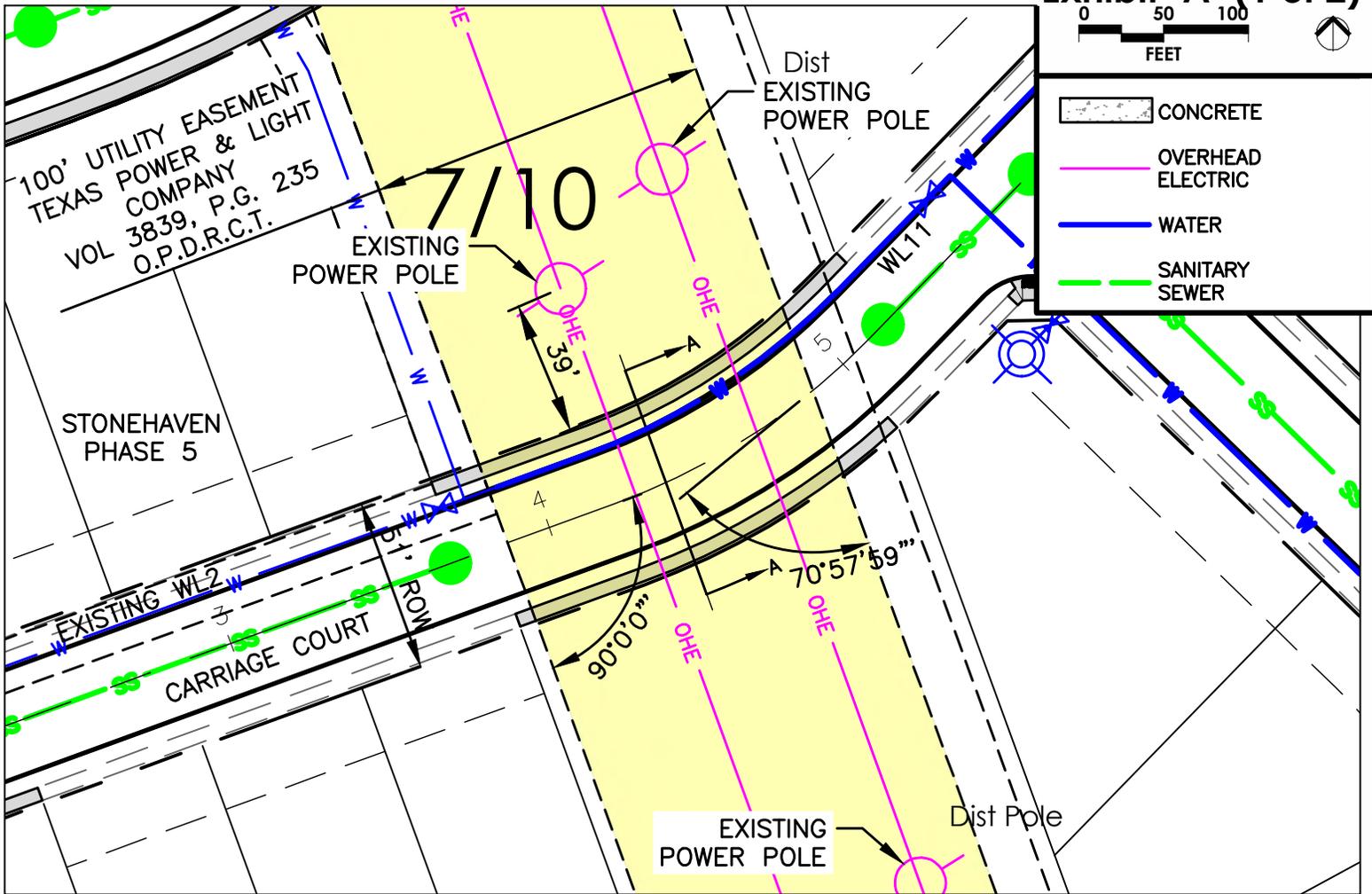
STATE OF TEXAS §
 §
COUNTY OF _____ §

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

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

Notary Public in and for the State of Texas

After Recording, Return To:
Oncor Electric Delivery Company LLC
Right of Way Services
Attn: Laura DeLaPaz
777 Main St, Suite 707
Ft. Worth, Texas 76102



ONCOR CROSSING #1
 PHASE 5
 STONEHAVEN

LJA Engineering, Inc. 
 6060 North Central Expressway Suite 400 Dallas, Texas 75206 Phone 469.621.0710 FRN - F-1386

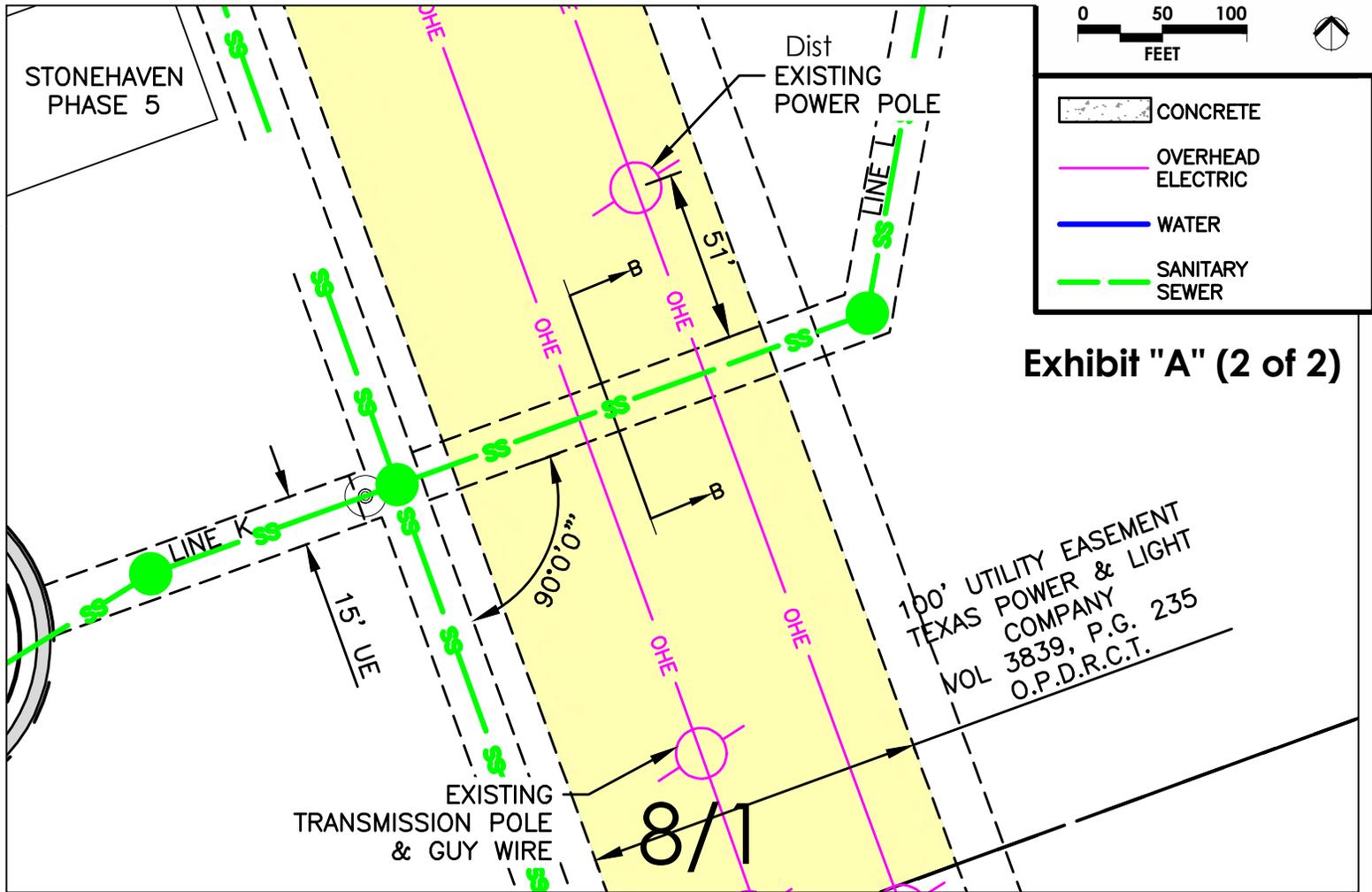
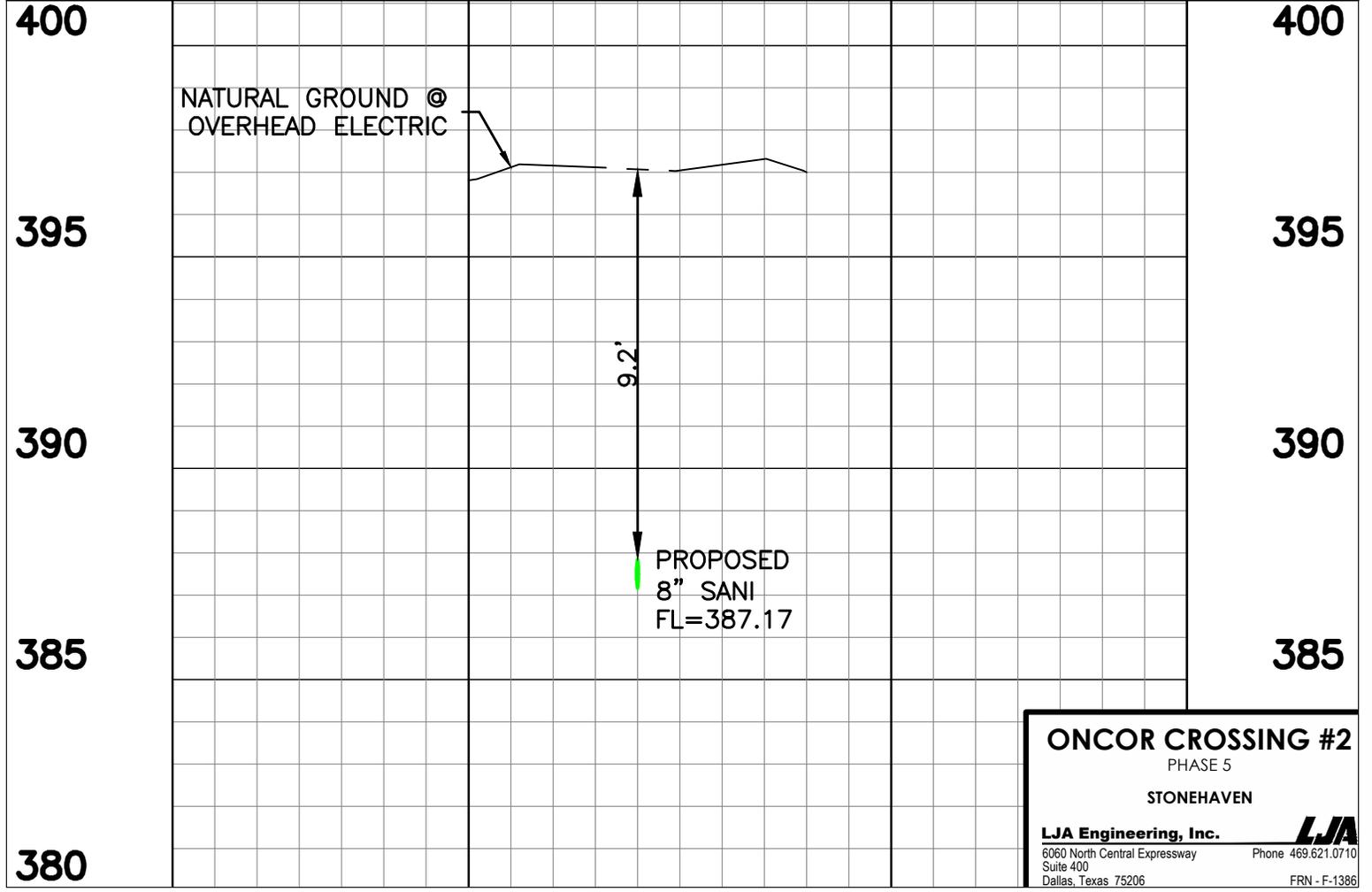


Exhibit "A" (2 of 2)



ONCOR CROSSING #2
 PHASE 5
 STONEHAVEN

LJA Engineering, Inc. 
 6060 North Central Expressway Suite 400 Dallas, Texas 75206 Phone 469.621.0710 FRN - F-1386

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

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

10. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.
11. No dumpsters will be allowed on Oncor right-of-way or fee owned property.
12. Draglines will not be used under the line or on Oncor right-of-way.
13. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any Oncor transmission structure (tower, pole, guy wire, etc...).
14. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.
15. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.
16. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, (214) 354-7525.
17. No hazardous materials will be stored on the right of way.
18. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material Laws" collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C.

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

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



TO: Mayor and City Council
FROM: Todd Gilcrease, Fire Chief
DATE: May 20, 2024
ITEM: 14
DESCRIPTION: Consider a Resolution authorizing the purchase from Siddons Martin Emergency Group of a 2026 Pierce-custom enforcer pumper and a 2027 Pierce-custom enforcer pumper, said purchase transaction to include the trade-in of the City's 2011 Pierce Saber Pumper for a trade-in value of seventy thousand one hundred twenty five (\$70,125.00) Dollars, resulting in a net purchase price of two million forty nine thousand seven hundred twelve Dollars (\$2,049,712.00) to be paid by the City; authorizing the City Manager to execute any documents necessary for said transaction and purchase; and providing an effective date.

INTRODUCTION

The purpose of this item is to serve as two pumpers for fire suppression.

BACKGROUND

Through the Houston-Galveston Area Council, a 2026 Pierce-custom enforcer pumper and 2027 Pierce-custom enforcer pumper to be purchased through Siddons Martin Emergency Group Denton, Texas. The price for the pumpers is \$2,049,712.00 with the trade in value of \$70,125.00 for the City of Seagoville's 2011 Pierce Saber pumper. \$1,500,000.00 has been secured from the Santorini Lagoon development for purchase of fire apparatus. Thus, allowing the fire department additional capabilities to prepare for the influx and population growth due to this development. Additionally, the purchase of the pair of Pumpers will allow to replace the 13-year-old 2011 Pierce Saber Pumper, and place a second pumper to provide adequate fire protection to the residents within the City of Seagoville.

FINANCIAL IMPACT

\$2,049,712.00

ATTACHMENTS

1. Resolution
2. Quote

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE FROM SIDDONS MARTIN EMERGENCY GROUP OF A 2026 PIERCE-CUSTOM ENFORCER PUMPER AND A 2027 PIERCE-CUSTOM ENFORCER PUMPER, SAID PURCHASE TRANSACTION TO INCLUDE THE TRADE-IN OF THE CITY'S 2011 PIERCE SABER PUMPER FOR A TRADE-IN VALUE OF SEVENTY THOUSAND ONE HUNDRED TWENTY FIVE (\$70,125.00) DOLLARS, RESULTING IN A NET PURCHASE PRICE OF TWO MILLION FOURTY NINE THOUSAND SEVEN HUNDRED TWELVE (\$2,049,712.00) DOLLARS TO BE PAID BY THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY FOR SAID TRANSACTION AND PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration has determined there is a need to purchase 2 pumper apparatus to fit the needs of additional staffing and growth; and

WHEREAS, the City Administration has received a quote from Siddons Martin Emergency Group for a 2026 Pierce-custom enforcer pumper and a 2027 Pierce-custom enforcer pumper, said quote being attached hereto as Exhibit "A"; and

WHEREAS, as set forth on the Siddons Martin quote, Exhibit "A", Siddons Martin has offered a \$70,125.00 credit against the gross \$2,119,837.00 purchase price in exchange for the City's trade-in of a 2011 Pierce Saber pumper, resulting in a net purchase price for the 2026 Pierce-custom enforcer pumper and 2027 Pierce-custom enforcer pumper of \$2,049,712.00; and

WHEREAS, the 2026 Pierce-custom enforcer pumper and 2027 Pierce-custom enforcer pumper is available from this single source and the purchase is further necessary to preserve and protect the public health and safety of the City's residents; and

WHEREAS, the Council of the City of Seagoville thus finds it to be in the public interest of the City to authorize the herein described trade-in and purchase.

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

SECTION 1. The City Council hereby authorizes the purchase of a 2026 Pierce-custom enforcer pumper and 2027 Pierce-custom enforcer pumper, from Siddons Martin Emergency Group, in accordance with the quote attached hereto and incorporated herein by this reference as Exhibit "A", including the trade-in of the City's 2011 Pierce Saber Pumper for a trade-in credit value of \$70,125.00, with the net purchase price after such trade-in not to exceed two million forty nine thousand seven hundred twelve (\$2,049,712.00) and further authorizes the City Manager to execute any documents necessary for said trade-in and purchase on behalf of the City.

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

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the ____ day of _____, 2024.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

DAVID BERMAN, CITY ATTORNEY

EXHIBIT A

Siddons Martin Emergency Group, LLC
 3500 Shelby Lane
 Denton, TX 76207
 GDN P115891
 TXDOT MVD No. A115890



May 9, 2024

Todd Gilcrease, Fire Chief
 SEAGOVILLE FIRE DEPARTMENT
 1717 N HIGHWAY 175
 SEAGOVILLE, TX 75159

Proposal For: 2024 Seagoville Pumpers

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to SEAGOVILLE FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB SEAGOVILLE FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 1238 Pre Pay - Pierce-Custom Enforcer Pumper, 2nd Gen (Unit Price - \$1,118,209.00)	Vehicle Price \$1,118,209.00
Delivery within 19-20 months of order date	Multi Truck Discount (\$16,604.00)
QUOTE # - SMEG-0007556-2	Full Prepay Discount (\$42,704.00)
2011 - Pierce - Saber - Seagoville Trade In	(\$70,125.00)
	1238 Pre Pay - UNIT TOTAL \$988,776.00
Qty. 1 - 1241 - Pierce-Custom Enforcer Pumper, 2nd Gen (Unit Price - \$1,076,473.00)	Vehicle Price \$1,076,473.00
Delivery within 37-38 months of order date	Multi Truck Discount (\$17,537.00)
QUOTE # - SMEG-0007712-1	
	1241 - UNIT TOTAL \$1,058,936.00
	SUB TOTAL \$2,047,712.00
	HGAC FS12-23 (FIRE) \$2,000.00
	TOTAL \$2,049,712.00

Price guaranteed until 5/31/2024

Additional: Loose equipment is included in the pricing of the first unit.

'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.'

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Brandon Cotten

I, _____, the authorized representative of SEAGOVILLE FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date



TO: Mayor and City Council
FROM: Christine Wirth, Support Services Manager
DATE: May 20, 2024
ITEM: 16
DESCRIPTION: Consider a Resolution accepting and approving an agreement with Crown Correctional Telephone, Inc., for telephone equipment and services for the City's detention facility; authorizing the City Manager to execute appropriate documents in furtherance of approval; and providing an effective date.

INTRODUCTION

The purpose of this item is to renew the Agreement for the installation, maintenance and operation of the telephone equipment and services for the City's detention facility, which agreement is a renewal of preexisting service agreements.

BACKGROUND

Crown Correctional Telephone has provided service for the City's Detention Facility since 2018. This is a renewal agreement for Crown Correctional Telephone, Inc., to continue the agreement for the installation, maintenance and operation of the telephone equipment and services.

FINANCIAL IMPACT

There is no fee or costs required by the City of Seagoville. The City of Seagoville will receive Revenue Share payments. The Voice rate is \$0.30 per megabyte and the case revenue is 50%.

RECOMMENDATION

It is the recommendation of the Support Services Section of the Police Department to renew the Service Agreement.

ATTACHMENTS

1. Resolution
2. Agreement

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, ACCEPTING AND APPROVING AN AGREEMENT WITH CROWN CORRECTIONAL TELEPHONE, INC., FOR TELEPHONE EQUIPMENT AND SERVICES FOR THE CITY’S DETENTION FACILITY; AUTHORIZING THE CITY MANAGER TO EXECUTE APPROPRIATE DOCUMENTS IN FURTHERANCE OF APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Staff has presented Council with a proposed Solutions Services Agreement for the installation, maintenance and operation of telephone equipment and services for use at the City’s detention facility, which agreement is a renewal of preexisting service agreements; and

WHEREAS, the equipment and services provided by the vendor are at no cost to the City and has proven to be effective and beneficial for the City; 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, approve and renew an agreement with Crown Correctional Telephone as provided for herein.

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 an agreement with Crown Correctional Telephone, Inc., a true and correct copy of which is attached hereto as Exhibit “A.”

SECTION 2: That the City Council does further authorize the City Manager to execute the agreement and any documents as may be appropriate in furtherance of this Resolution.

SECTION 3: 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

Solutions Services Agreement

City of Seagoville Police Department



This Agreement ("AGREEMENT"), submitted as of this date of **August 21, 2023** ("Submitted Date") between the **City of Seagoville Police Department**, with an address of **600 US Highway 175, Seagoville, TX 75159** herein referred to as "PARTICIPANT" and Crown Correctional Telephone, INC, a Texas S Corporation, with an address of 410 W 19th Street Clifton, TX 76634 herein referred to as "PROVIDER." PARTICIPANT and PROVIDER are sometimes referred to individually as a "PARTY" or collectively as the "PARTIES."

RECITALS

WHEREAS, the PARTICIPANT has requested, and PROVIDER has submitted, a proposal for the installation of hardware and software as outlined in Exhibit A of this AGREEMENT, attached hereto ("Exhibit A"), herein referred to as "SERVICES" and PARTICIPANT has agreed to accept the terms of the proposal presented;

WHEREAS, the SERVICES will be installed and operated in the PARTICIPANT'S facility and/or facilities, herein referred to as "FACILITY";

WHEREAS, PROVIDER shall provide the hardware, as set forth on Exhibit A (the "EQUIPMENT"), and will use that EQUIPMENT to operate PROVIDER'S proprietary software platform, as set forth on Exhibit A (the "SOFTWARE" and, together with the EQUIPMENT, the "SYSTEM") in PROVIDER'S performance of the SERVICES;

WHEREAS, PROVIDER will deliver the EQUIPMENT and provide the PARTICIPANT with a limited license to use the SOFTWARE, and the PARTICIPANT will accept the EQUIPMENT and make use of the SOFTWARE and the SYSTEM, in each case, pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties, agree as follows:

TERM: This AGREEMENT shall have a term of **four (4) years** commencing on **12/1/2023** ("Effective Date") and terminating **forty-eight (48)** months thereafter (the "Initial Term"). Upon completion of the Initial Term, this AGREEMENT will automatically renew for additional (1) year terms, beginning on the day after the last day of the Initial Term's expiration (each an "Extended Term"), unless PARTICIPANT notifies PROVIDER in writing at least sixty (60) days prior to expiration of the Initial Term or the then-current Extended Term of their intent not to participate in the upcoming Extended Term(s). The Extended Terms shall be upon the same terms and conditions as this Agreement, unless otherwise changed and agreed upon by both PARTIES in writing.

TERMINATION: This AGREEMENT may be terminated by either PARTY, for cause. In such case, the PARTY requesting termination (the "Terminating Party") must define in writing delivered to the other Party (the "Non-Terminating Party") the reason for said termination (the "Termination Notice") and allow the Non-Terminating Party the opportunity to cure the said reason within 30 days after receipt of the Termination Notice (the "cure period"). If the said reason remains uncured after the expiration of said cure period, then the Terminating Party may terminate this AGREEMENT by written notice to the Non-Terminating Party. This AGREEMENT may be terminated by either PARTY, without cause, upon the terminating PARTY providing at least one hundred and eighty (180) days written notice of termination to the other PARTY.

REVENUE SHARING: The PARTICIPANT shall receive a revenue share as set forth in Exhibit B ("Revenue Share") on gross revenues generated from the SERVICES. PROVIDER shall pay the PARTICIPANT its Revenue Share monthly, sixty (60) days from the last day of the month that the Revenue Share is earned.

INSTALLATION: Prior to the Effective Date, PROVIDER will deliver the EQUIPMENT to the FACILITY, (ii) load the SOFTWARE onto the EQUIPMENT, (iii) install the EQUIPMENT in designated locations within the FACILITY, (iv) reuse/extend existing data cables to necessary locations, (v) provide additional integration and provisioning services as necessary to prepare the SYSTEM for functional operation, and (vi) provide PARTICIPANT'S staff updated training on administrative SYSTEM features and functionality (collective, the "SYSTEM INSTALLATION SERVICES").

EXCLUSIVITY: For the duration of this AGREEMENT (which includes any extensions hereto, including the Extended Term), the PARTICIPANT agrees to use PROVIDER as the exclusive provider of the SERVICES listed in Exhibit A for the FACILITY and agrees not to use, purchase, lease or accept any software, equipment, or system, similar to the SOFTWARE, the EQUIPMENT, or the SYSTEM for use at the FACILITY.

EQUIPMENT TITLE: PROVIDER shall retain title to the EQUIPMENT and the SYSTEM, provided by PROVIDER, during the Initial Term and any Extended Terms of this AGREEMENT. The PARTICIPANT agrees to make reasonable efforts to ensure that none of the EQUIPMENT

is damaged by misuse or neglect, including, without limitation, by misuse by the inmates.

NO COST SERVICE & MAINTENANCE: PROVIDER will, at its own expense and without charge to PARTICIPANT, service and maintain the EQUIPMENT in each FACILITY within the scope of work provided in the Software and Hardware Service Level Agreement, as set forth on Exhibit C hereto (the "Service Agreement"). To the extent that PARTICIPANT requests PROVIDER to provide any additional labor or services which are outside the Service Agreement's Scope of Work or required as a result of misuse of the SYSTEM by PARTICIPANT or inmates, then PROVIDER at its option shall have the right to require reimbursement for such services at its Standard Service Rates. As of the Submitted Date, PROVIDER's Standard Service Rates are \$60/hour, but PROVIDER reserves the right to increase its Standard Service Rates at any time provided PROVIDER has provided PARTICIPANT at least sixty (60) days written notice of such increase.. PROVIDER will service and maintain the EQUIPMENT in each FACILITY pursuant to the Software and Hardware Service Level Agreement, as set forth on Exhibit C hereto (the "Service Agreement").

RATES: Inmates, friends and family, and visitors of the FACILITY shall be charged rates as outlined in the Revenue Share and Usage Rates in Exhibit B ("Rates") attached hereto ("Exhibit B"). PROVIDER reserves the right to change the Rates upon thirty (30) days' written notice to PARTICIPANT.

SOFTWARE LICENSE: PROVIDER hereby grants to the PARTICIPANT a non-assignable and nonexclusive license to use the SOFTWARE for the limited purpose of providing the SERVICES outlined in Exhibit A to inmates at the FACILITY. Access is granted to the PARTICIPANT to view or monitor records relative to the SERVICES in accordance with the Terms of Use accepted by the FACILITY'S inmates and visitors.

SYSTEM INTEGRATION: The PARTICIPANT agrees to provide, when necessary, jail management software data or commissary inmate data for integration with the SYSTEM.

VIDEO MONITORING: The PARTICIPANT hereby agrees that PROVIDER shall have no obligation to review or monitor the contents of any video visit made or received using the SYSTEM and shall have no obligation to notify the PARTICIPANT in connection with any use or misuse of the SYSTEM. The PARTICIPANT hereby agrees that PROVIDER shall have no obligation to verify the users of the SYSTEM and shall not be liable for any use of the SYSTEM that is in violation of the Terms of Use accepted by the FACILITY'S inmates and visitors.

DISCLAIMER: PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SOFTWARE, EQUIPMENT, OR SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE. ADDITIONALLY, PROVIDER DOES NOT WARRANT THAT ITS SOFTWARE, EQUIPMENT, OR SERVICES WILL BE FREE FROM ERROR OR BE UNINTERRUPTED DURING THE INITIAL TERM OR EXTENDED TERM.

AGREEMENT DOCUMENTS: The attached Exhibit A, describing the Scope of Work, is made part of this AGREEMENT, and is incorporated herein by this reference. The attached Exhibit B, describing Revenue Share and Usage Rates, is made part of this AGREEMENT, and is incorporated herein by this reference. The attached Exhibit C, describing the Software and Hardware Service Level Agreement, is made part of this AGREEMENT, and is incorporated by this reference.

NO THIRD-PARTY BENEFICIARIES: The PARTIES do not enter into this AGREEMENT for the benefit of any person other than the PARTIES to this AGREEMENT, nor do they intend that any person be or become a third-party beneficiary to this AGREEMENT.

NON-ASSUMPTION OF LIABILITY: Neither PARTY shall be liable to anyone for the acts or failures to act of either PARTY, its agents, or employees. Further, notwithstanding anything herein to the contrary, neither PARTY shall be liable to the other, or to an inmate or inmate's family, for any incidental, indirect, special, consequential, or other damages or for lost profits even if advised in advance of the possibility of such. If PROVIDER is unable to perform due to events beyond its control, PROVIDER shall be relieved of its obligations so affected only for as long as such circumstances prevail.

BROADCAST APPLICATION TERMS: In the event that the PROVIDER Broadcast System is included in this AGREEMENT, PROVIDER will store and manage all content used for the PROVIDER Broadcast application for the Term of this AGREEMENT. When requested, PROVIDER will complete any content edits, revisions, or changes as directed by the PARTICIPANT within a reasonable amount of time as agreed upon by both PARTIES. PARTICIPANT is responsible for the cost of maintenance and replacement of all hardware related to the Broadcast Application, not provided by PROVIDER. PARTICIPANT must provide power outlets for operation of the Broadcast Devices.

FORCE MAJEURE: PROVIDER shall be excused from performance under this AGREEMENT to the extent such performance is prevented by any act of government or regulatory action, war, civil disobedience, terrorism, labor strike, or failure of a third party to perform. In addition, PROVIDER shall be excused from performance due to the failure, fluctuation, or outage of electrical power, heat, air-conditioning, internet service or equipment failure, or similar event beyond its reasonable control; provided, however, that PROVIDER

shall use reasonable efforts to return to full performance as expeditiously as possible. PROVIDER reserves, but shall not unreasonably

exercise, the right to renegotiate the terms of this AGREEMENT upon sixty (60) days advance written notice to PARTICIPANT when any government body, or its regulatory agents, change service rates, adopt restrictive regulations, or mandate operations by law, or where the inmate population or capacity of the FACILITY materially changes. PARTICIPANT acknowledges that the services provided by PROVIDER are subject to federal, state, and local regulatory requirements, and PROVIDER must perform in compliance therewith.

INDEMNIFICATION BY CONTRACTOR: To the extent allowed by applicable law, each Party (an "Indemnifying Party") will indemnify and shall keep, save, and hold the other party (the "Indemnified Party") harmless from and against loss and any and all claims, demands, causes of action, damages, costs or liability arising from or out of any breach of this AGREEMENT by the Indemnifying Party.

SEVERABILITY: If any provision of this AGREEMENT is declared illegal, void, or unenforceable, the remaining provisions shall not be affected but shall remain in full force and in effect.

LIABILITY LIMITATION: Notwithstanding anything to the contrary in this AGREEMENT, neither PROVIDER nor PARTICIPANT shall be liable to the other for any indirect, incidental, special, or consequential damages, loss of profit or income, or loss of data, regardless of cause. PROVIDER'S total liability to PARTICIPANT is to provide the EQUIPMENT, SYSTEMS, SERVICES, and Revenue Share to PARTICIPANT as is required by this AGREEMENT, and in no event shall PROVIDER'S aggregate liability arising out of or related to this AGREEMENT, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed an amount equal to: (i) the gross revenues generated from the SERVICES during the twelve (12) months preceding the applicable claim against PROVIDER, less (ii) the Revenue Share paid from PROVIDER to PARTICIPANT during such same twelve (12) month period.

NOTICES: All notice or other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be deemed to have been duly given if delivered personally by hand, via overnight courier, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate PARTY at the following addresses or such other address as may be given in writing to the PARTIES:

PARTICIPANT	PROVIDER
600 US Highway 175, Seagoville, TX 75159 Attn: Chief Raymond Calverley	410 W 19 th Street, Clifton, TX 76634 Attn: Ryan Bartula

GOVERNING LAW AND VENUE: This AGREEMENT shall be governed by the laws of the state of Texas (without regard to the choice of law provisions thereof), and the PARTIES agree that the venue for any legal proceedings or otherwise shall exclusively be in the state and federal courts located in the state of Texas in Dallas County.

ASSIGNMENT AND SUBCONTRACTING: This AGREEMENT, and the covenants and agreements contained herein, shall be binding upon and inure to the benefit of successors and assigns of the PARTIES hereto and may not be assigned by either PARTY hereto without the prior written consent of the other PARTY. Any attempt to assign this AGREEMENT in violation of this paragraph is void and of no effect.

CONFIDENTIAL INFORMATION: All non-public, confidential or proprietary information of PROVIDER, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by PROVIDER to PARTICIPANT, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, when marked or otherwise designated or identified as "confidential", in connection with this AGREEMENT is confidential, solely for the use of performing this AGREEMENT and may not be disclosed or copied unless authorized in advance by PROVIDER in writing or unless required under the Texas Public Information Act or appropriate judicial order. Upon PROVIDER'S request, PARTICIPANT shall promptly return all documents and other materials received from PROVIDER. PROVIDER shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to PARTICIPANT at the time of disclosure; or (c) rightfully obtained by PARTICIPANT on a non-confidential basis from a third party.

SOLE AND EXCLUSIVE AGREEMENT; MODIFICATION; WAIVER: This AGREEMENT represents the sole and exclusive agreement between the PARTIES hereto, and this AGREEMENT shall not be changed, modified, or amended except by a written agreement executed by the PARTIES. No waiver by PARTICIPANT OR PROVIDER of any of the provisions of this AGREEMENT is effective unless explicitly set forth in writing and signed by the waiving Party. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this AGREEMENT operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

SURVIVAL: Provisions of this AGREEMENT which by their nature should apply beyond their terms will remain in force after any termination or expiration of this AGREEMENT including, but not limited to, the following provisions: Confidential Information, Governing Law and Venue, and Survival.

COUNTERPARTS: This AGREEMENT may be executed in one or more counterparts, each of which is to be deemed an original, and all of which constitute, collectively, one AGREEMENT.

IN WITNESS WHEREOF: This AGREEMENT has been executed by each of the PARTIES by their duly authorized legal representatives.

X _____

PARTICIPANT Authorized Representative

Printed Name: _____

Title: _____

Acceptance Date: _____

X _____

PROVIDER Authorized Representative

Printed Name: _____

Title: _____

Acceptance Date: _____

Exhibit A - Scope of Work

INSTALLATION OF EQUIPMENT: PROVIDER will furnish, test, and install the equipment listed in the table below to support the operation of the SOFTWARE and SERVICES at the FACILITY. PROVIDER reserves the right to add any additional equipment upon request from the FACILITY during the term of this AGREEMENT. Requests submitted by PARTICIPANT for additional equipment must be made in writing and if PROVIDER chooses to approve the request and install the requested equipment, the additional equipment will be included in the Scope of Work and once installed becomes subject to the terms and conditions of this AGREEMENT.

Equipment	Facility Locations	Total Quantity
Cid Voice Device	Housing Units	Utilize Existing
ADTRAN Gateway	Primary Network Room	1
Network Switch	Primary Network Room	1

INTERNET: In the event that it is agreed that the Internet will be provided by the PARTICIPANT, PARTICIPANT will, at its sole cost, arrange for high-speed Internet service, both fixed and/or wireless, with a minimum system requirement of 80 kilobits per second per audio phone applications, and 500 kilobits per second upload speed and 500 kilobits per second download speed per video device applications, and any equipment associated therewith to be provided to the FACILITY, and the PARTICIPANT will maintain the high-speed Internet service and any equipment associated therewith. The PARTICIPANT will provide, at its sole cost, the electricity necessary to run, install and service the high-speed Internet Service and operation of EQUIPMENT. The PARTICIPANT will provide PROVIDER an SSID for the operation of the EQUIPMENT required to utilize a wireless internet connection.

PARTICIPANT WILL provide Internet for the SYSTEM and SERVICES as indicated unless other arrangements can be made with PARTICIPANT.

Exhibit B - Revenue Share on Bandwidth Utilization

Revenue Share

The following table outlines the monetary rates borne by those using the communication services related to PROVIDER systems. PROVIDER has outlined the Revenue Share payments to be made to PARTICIPANT on the gross billed revenue generated from PROVIDER SERVICES. Revenue Share payments are made to PARTICIPANT 60 days after the month in which they are earned.

Cidnet Service	Rate	PARTICIPANT Cash Revenue Share
Voice	\$0.30 per megabyte	50%

Exhibit C - Software and Hardware Service Level Agreement

Support and maintenance will be provided through phone support, remote access, remote testing, and on-site labor. Phone support, remote access, and remote testing of EQUIPMENT are available between 9:00 a.m. and 6:00 p.m. on business days. To the extent that any service window described herein is not practicable given the security protocols at the applicable facility, the parties will work together to address the problem in a timely manner.

Maintenance/repair calls from the facility will be resolved in the manner outlined in this section (subject to the limitations set forth above):

"Major Emergency" shall be defined as an occurrence of any one of the following conditions:

- A failure of any hardware that prohibits system operation.
- A failure of network equipment due to inclement weather, lightning storms, etc. that prohibits system operation.

For a "Major Emergency", PROVIDER will attempt to respond to the service problem within thirty (30) minutes of the initial trouble report by the facility through the use of remote testing or access. If the system is not accessible for remote access, PROVIDER will dispatch a qualified technician on-site at the facility.

"Minor Failure" shall be defined as a system failure or problem other than a "Major Emergency" item as listed above.

For a "Minor Failure" PROVIDER will attempt to respond to the service problem within four (4) hours of the initial trouble report using remote testing or access or, if the Routine Service is an issue/defect, the issue/defect will be resolved using the Support Ticket Process described below. In the event of minor failure, PROVIDER will ship necessary parts for facility staff or PROVIDER technicians to conduct maintenance or repairs.

SUPPORT TICKET PROCESS: All service and support activities are managed through the PROVIDER Ticketing System. PARTICIPANT agrees to use the ticketing system as a means to contact PROVIDER when requesting service and support related to the operation of the SYSTEM. When a ticket is submitted by an employee at the Facility, PROVIDER will observe the following process.

1. When the ticket is submitted by the Facility, an automated email notification will be sent to the PROVIDER group support email and the email of the assigned Solutions Advisor.
2. The ticket is assigned to PROVIDER Facility Support Representative, and the status is changed from 'Pending' to 'In-Progress'.
3. Support Representative analyzes the contents of the ticket and classifies it as a Major Emergency or Minor Failure.
4. Activities necessary to fulfill support requests are conducted within the confines of PROVIDER's ability to provide a solution. This includes but is not limited to answering questions, gathering additional information, troubleshooting issues, testing equipment, dispatching field technicians, and conducting service labor. Once the necessary labor is conducted to the satisfaction of the Facility, the status of the ticket is manually changed from 'In-Progress' to 'Complete'.
5. The completed ticket is reviewed by PROVIDER's Administrative Support Team for quality assurance purposes. If the ticket meets or exceeds the quality expectations based on subjective criteria, the ticket status is changed from 'Complete' to 'Closed'. If the ticket does not meet or exceed the quality expectations based on subjective criteria, the ticket status is changed from 'Complete' to 'In-Progress' and additional support activities listed in step 4 are conducted.
6. All closed tickets are archived in the PROVIDER system for review.



TO: Mayor and City Council
FROM: Pat Stallings, City Manager
DATE: May 20, 2024
ITEM: 16
FIRST READING: Discuss and consider approving a Resolution approving the Economic Development project between the Seagoville Economic Development Corporation and Seago Buffett, LLC, a Texas Limited Partnership, 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 Seago buffet, LLC, a Texas limited liability company under the terms and conditions set forth in an Economic Development Incentive Agreement.

Expenses will be used for the replacement of two (2) compressors, two (2) condensers, replacement of the tile floor in the kitchen (requested by the Health Department), replacement of a steam table including the cool box, repair/replacement of the walk-in cooler floor and the purchase of an ice maker.

FINANCIAL IMPACT

\$36,703.66

RECOMMENDATION

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



TO: Mayor and City Council
FROM: Sara Egan, City Secretary
DATE: May 20, 2024
ITEM: 17
DESCRIPTION: Discuss and consider the selection of Mayor Pro Tem for 2024-2025.

INTRODUCTION

The Mayor Pro Tem is a Councilmember selected by the City Council at the first regular meeting after each election of Councilmembers and/or Mayor.

BACKGROUND

The Mayor Pro Tem acts as a temporary Mayor during the disability or absence of the Mayor, and in this capacity has the rights conferred upon the Mayor.

Duties and Responsibilities of the Mayor include:

- Presiding at all meetings of the City Council
- Leader of the City Government for all ceremonial purposes
- Participate in the discussion of all matters coming before the City Council
- Does not vote except to break a tie vote of the City Council
- Sign resolutions, ordinances, conveyances, all bonds issued and other documents as authorized by City Council or by law.

RECOMMENDATION

The City Secretary's Office recommends the selection of a Mayor Pro Tem.

ATTACHMENTS

1. Charter Section 3.05

§ 3.05. Mayor, Mayor Pro-Tem and Deputy Mayor Pro-Tem.

- (a) The Mayor shall preside at all meetings of the City Council, and shall be recognized as head of the City Government for all ceremonial purposes, and by the Governor for purposes of military law, but shall have no regular administrative duties. The Mayor may participate in the discussion of all matters coming before the City Council. The Mayor shall not be entitled to vote as a member thereof on all legislative or any other matters except in order to break a tie vote of the City Council. He/she shall sign resolutions/ordinances and conveyances made or entered into by the City and all bonds issued under the provisions of this Charter; and such other documents that he/she may be authorized by Council or by law. The Mayor shall not have power to veto any legislative or other matter.
- (b) The City Council shall elect a Mayor Pro-tem at the first meeting as provided herein.
- (c) The Mayor Pro-tem shall be a Councilmember elected by the City Council at the first regular meeting after each election of Councilmembers and/or Mayor. The Mayor Pro-tem shall act as Mayor during the disability or absence of the Mayor, and in this capacity shall have the rights conferred upon the Mayor.



TO: Mayor and City Council
FROM: Patrick Stallings, City Manager
DATE: May 20, 2024
ITEM: 18
DESCRIPTION: Discuss and consider the City's participation in the ICMA TV featuring development within the community; and authorize the City Manager to execute a contract on behalf of the City for the production of the video.

INTRODUCTION

ICMA TV has reached out to the City Manager's Office to ascertain if the City is interested in contracting with ICMA TV for a video featuring development within the community.

BACKGROUND

ICMA is interested in two aspects that they believe would be of public interest and worthy of featuring at their annual conference in Pittsburg, PA this year in September.

1. The City collaborative response to mental health situations, with the creation of the Community Care Team. This is a collaborative effort between Dallas County (original grant funding) the City of Mesquite, Balch Springs, Sunnyvale, and Seagoville. ICMA TV is very interested in featuring this mental health response team on the video.
2. Additionally, ICMA TV is interested in the City's residential growth, including the Northern Basin Interceptor Project, Santorini, Stonehaven, and other residential and multifamily growth. Adding to that, ICMA TV is interested in the City's retail and commercial growth as well as collaborative efforts with developers and businesses locating in Seagoville.

ICMA TV will send a full video crew to Seagoville to create a news documentary style video (edited to two (2) minutes), with two hours of unedited video, both of which the City will be the owner of at the completion of the project. The two-minute video is suitable for displaying on our webpage and social media and will be shown at numerous venues in the Pittsburg area during the ICMA Conference in September of this year.

FINANCIAL IMPACT

\$26,300.00

RECOMMENDATION

Staff requesting a record vote of the City Council authorizing the City Manager to enter into a contract on behalf of the City with ICMA TV for the production of the video.



TO: Mayor and City Council

FROM: Mamata Bhandari, Director of Health Services

DATE: May 20, 2024

ITEM: 19

DESCRIPTION: Discuss and consider an Ordinance amending the City of Seagoville Code of Ordinances by amending the subsections (d) and (e)(4) of Section 11.02.019, "Requirements for Mobile Food Vending Units," of article 11.02, "Food and Food Establishments," of Chapter 11, "Health and Sanitation," to establish hours of operation for mobile food vendors; providing for a penalty of fine not to exceed the sum of five hundred (\$500.00) dollars for each offense; and providing an effective date.

INTRODUCTION

Consider approving amendments of the City Council to revise the City's food service health regulations to adopt reasonable regulations that are in the best interest of the citizens of the city and the public health, safety, and welfare.

BACKGROUND

The City Council finds and determines that proliferation of mobile food vending units, the inherent difficulties in permitting and health code enforcement and the disruption in the comfort and response of communities caused by food trucks necessitates revision of regulations that are intended to balance the business opportunities of mobile food truck vending operations with public health, safety and welfare.

FINANCIAL IMPACT

N/A

RECOMMENDATION

N/A

ATTACHMENTS

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF SEAGOVILLE, BY AMENDING SUBSECTIONS (d) AND (e) OF SECTION 11.02.019, "REQUIREMENTS FOR MOBILE FOOD VENDING UNITS," OF ARTICLE 11.02, "FOOD AND FOOD ESTABLISHMENTS," OF CHAPTER 11, "HEALTH AND SANITATION," TO ESTABLISH HOURS OF OPERATION FOR MOBILE FOOD VENDORS AND TO PROVIDE A LOCATIONAL EXCEPTION FOR SPECIAL EVENTS AT CITY PARKS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED (\$500.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds and determines that proliferation of mobile food vending units, the inherent difficulties in permitting, inspection and health code enforcement, and the disruption in the comfort and repose of communities caused by food trucks necessitates revision of regulations that are intended to balance the business opportunities of mobile food truck vending operations with public health, safety and welfare; and

WHEREAS, the City Council desires to revise the city's food service health regulations to adopt reasonable regulations that are in the best interests of the citizens of the City and the public health, safety and welfare.

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

SECTION 1. The Code of Ordinances, City of Seagoville, Texas, be and is hereby amended by amending Chapter 11, "Health and Sanitation," Article 11.02, "Food and Food Establishments," Section 11.02.019, "Requirements for Mobile Vending Units," to repeal and replace subsection (d) of Section 11.02.019, to revise subsection (e) to allow an exception for special events at city parks, and to repeal subpart (4) of subsection (e), without amendment, repeal or change to any other subsection or part of Section 11.02.019, such that subsections (d) and (e) shall henceforth read in their entirety as follows:

**"CHAPTER 11
HEALTH AND SANITATION**

...

ARTICLE 11.02

FOOD AND FOOD ESTABLISHMENTS

...

Sec. 11.02.019 – Requirements for mobile vending units.

...

- (d) Hours of operation in which the mobile food vending unit may be open for business shall be 7:00 a.m. until 10:00 p.m. However, mobile food vending units may engage in preparatory and clean-up or take-down operations one hour prior to opening and one hour after closing (6:00 a.m. to 11:00 p.m.). Mobile food vending units shall not remain in its place of business, and shall be off premises, by 11:00 p.m. and may not remain in place overnight.

- (e) The operation of a mobile vending unit in the following locations is prohibited:
 - (1) All city parks, except for city-sponsored events.
 - (2) Within one block of a school, one (1) hour before or after school hours.
 - (3) No vending allowed within one hundred (100) feet of an intersection.

...”

SECTION 2. That all ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of the ordinance shall remain in full force and effect.

SECTION 3. 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 4. Should any section, paragraph, sentence, subdivision, clause, phrase, or provision 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 unconstitutional, illegal, or invalid and shall not affect the validity of the remainder of this ordinance or any other provision of the Code of Ordinances of the City.

SECTION 5. Any person, firm or corporation violating any of the provisions or terms of this ordinance or the codes adopted hereby, as same may be amended, shall be deemed guilty of a misdemeanor and subject to a penalty as provided for in this ordinance, and upon conviction shall be punished by fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each violation.

SECTION 6. This ordinance shall take effect immediately upon its passage and adoption 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, on _____ day of _____, 2024.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

DAVID M. BERMAN, CITY ATTORNEY



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: May 20, 2024

ITEM: 20

DESCRIPTION: Discuss and consider an Ordinance amending the Code of Ordinances Section 13.03.003, "Exceptions," of Article 13.03, "Noise," of Chapter 13, "Offenses and Nuisances," to replace Subsection (3) To Allow Noise Related To Construction Activity Between Specified Hours On Certain Dates; providing for a penalty of fine not to exceed the sum of five hundred (\$500.00) dollars for each offense; and providing an effective date.

INTRODUCTION

City Council has asked Staff to examine the possibility of amending Article 13.03 Noise of the Seagoville Municipal Code of Ordinances.

BACKGROUND

The current Noise Ordinance provides an exception to construction equipment operating between the hours of 7:00 a.m. and 7:00 p.m. Given the large volume of new development projects, a request has been made to determine if alternative exceptions to the noise ordinance may be permitted to accommodate the current and future construction projects.

Staff has identified a component of the City of Municipal Ordinance as being a possible option for our community. Staff believes the proposed ordinance will accommodate several nonresidential development projects in completing construction on a more expeditious timeline. The proposed amendment to noise violation exceptions would replace the 7:00 a.m. and 7:00 p.m. regulation with the following:

"The erection, excavation, demolition, alteration, or repair work on any building at any time other than between the hours of 6:00 a.m. and 8:30 p.m., Monday through Friday, from June 1 to September 30; between 7:00 a.m. and 8:30 p.m., Monday through Friday, from October 1 to May 31; between 8:00 a.m. and 8:30 p.m. on Saturday; and between 1:00 p.m. and 8:30 p.m. on Sunday; provided, however, the city manager may issue special permits for such work at other hours in case of urgent necessity and in the interest of public safety and convenience."

RECOMMENDATION

N/A

ATTACHMENTS

1. Current Regulations
2. Proposed Ordinance

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

§ 13.03.001 Penalty.

An offense under this article shall be deemed to be a misdemeanor and, upon conviction, is punishable by a fine not to exceed five hundred dollars (\$500.00) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate punishable offense.

(Ordinance 20-06, sec. 12-137, adopted 10/5/06)

§ 13.03.002 Prohibitions.

- (a) It shall be unlawful for any person to make, cause or allow to be made any unreasonably loud or raucous noise within the city which may be offensive to a reasonable person of normal sensitivity within the area of audibility.
- (b) The following acts are deemed to create an unreasonably loud or raucous noise and shall be deemed a violation of this article, but such enumerated acts are merely an aid and amplification of the general prohibition of unreasonably loud or raucous noises in the city and are in no way an exclusive list of the types or sounds of noises prohibited by this article:
 - (1) The playing of any horn, radio, musical instrument, or other loud-speaking or noise-making device or attachment, or vocal shouting or outcry for purposes of selling anything, in a public or private place, in such a manner or volume as to disturb the peace, quiet and comfort of a reasonable person of normal sensitivity.
 - (2) The playing of any horn, radio, musical instrument, or other loud-speaking or noise-making device or attachment on any premises under the ownership, management or control of a person or business operation, in such a manner or volume as to disturb the peace or to be unreasonably offensive to a reasonable person of normal sensitivity in the vicinity or occupants of other premises in the vicinity.
 - (3) To create, make, cause or allow to be made any means of any loud and disturbing noise which may disturb a reasonable person of normal sensitivity in the vicinity of any public or private place after 11:00 p.m. and before 6:00 a.m.
 - (4) To be operating or in control of a motor vehicle in either a public or private place within the city while playing any sound amplifier which is a part of, or connected to, the vehicle stereo system or any other similar device in the motor vehicle, in such a manner that, when operated, it is audible at a distance of thirty (30) feet from the source or causes a reasonable person of normal sensitivity to be aware of the vibration accompanying the sound at a distance of thirty (30) feet from the source.
 - (5) The keeping of any animal or bird which by causing frequent or continuing noise shall disturb the comfort and repose of any person of normal sensitivity within the area of audibility.
 - (6) Any noise or sound of such a character, intensity and duration which shall disturb the comfort and repose of any person of normal sensitivity within the area of audibility.
 - (7) Engine braking prohibited. No person may use an engine-exhaust braking system while operating a motor vehicle within the corporate limits of the city. For the purpose of this section, the term engine-exhaust braking system means an engine-exhaust braking system device which converts diesel-engine power into an air compressor and when engaged operates to slow the vehicle, creating an unreasonable noise. It shall also include the production of excessive noise produced by engine retarders due to a truck operating with improperly maintained, defective, or modified muffler systems or the use of straight exhaust pipes with no mufflers.

(Ordinance 20-06, sec. 12-135, adopted 10/5/06; Ordinance 12-16 adopted 3/7/16)

§ 13.03.003 Exceptions.

The provisions of this article shall not apply to sounds produced by or emanating from the following types of events, acts or activities:

- (1) The lawful operation of aircraft, trains or legally registered motor vehicles operating on public roadways, provided that such vehicles are equipped with all noise-suppression devices required by state law.
- (2) Equipment used exclusively in the maintenance of or repairs of buildings or grounds, provided that such equipment is rated at not more than fifteen (15) horsepower.
- (3) Construction equipment operating between the hours of 7:00 a.m. and 7:00 p.m.
- (4) The emission of sound for the purpose of alerting persons to the existence of an emergency or the emission of sound in the performance of emergency work.
- (5) The operation of farm equipment.
- (6) Parades, fairs or similar outdoor entertainment, provided that a permit for such activity has been granted by the city for not more than ten (10) days.
- (7) Lawfully operating athletic events on public property or on the grounds of private schools, religious institutions or similar nonprofit institutions.
- (8) Reasonable or ordinary noise of children at play in parks and other public places.
- (9) The reasonable use of automobile signals or horns in accordance with state law as set forth in the Texas Transportation Code and as amended from time to time.
- (10) The reasonable ringing of church bells.

(Ordinance 20-06, sec. 12-136, adopted 10/5/06)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF SEAGOVILLE, BY AMENDING SECTION 13.03.003, “EXCEPTIONS,” OF ARTICLE 13.03, “NOISE,” OF CHAPTER 13, “OFFENSES AND NUISANCES,” TO REPLACE SUBSECTION (3) TO ALLOW NOISE RELATED TO CONSTRUCTION ACTIVITY BETWEEN SPECIFIED HOURS ON CERTAIN DATES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED (\$500.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds and determines that the City’s Noise regulations are obsolete and impractical as they relate to the use of construction equipment, and that the rapid increase in development activity creates a need for review and revision; and

WHEREAS, the City Council desires to revise the city’s noise regulations to balance the comfort and repose of citizens with the need to encourage and accommodate development activity, and that the revision of existing regulations are in the best interest of the citizens of the City and the public health, safety and welfare.

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

SECTION 1. Chapter 13, “Offenses and Nuisances,” of the Code of Ordinances, City of Seagoville, Texas, be and is hereby amended by amending Section 13.03.003 of Article 13.03, “Noise,” to repeal subpart (3) of Section 13.03.003 and replace subpart (3) in its entirety with a new subpart (3) to read in its entirety as follows:

**“CHAPTER 13
OFFENSES AND NUISANCES**

...

**ARTICLE 13.03
NOISE**

...

Sec. 13.03.003 – Exceptions.

The provisions of this article shall not apply to sounds produced by or emanating from the following types of events, acts or activities:

...

- (3) The erection, excavation, demolition, alteration, or repair work on any building at any time other than between the hours of 6:00 a.m. and 8:30 p.m., Monday through Friday, from June 1 to September 30; between 7:00 a.m. and 8:30 p.m., Monday through Friday, from October 1 to May 31; between 8:00 a.m. and 8:30 p.m. on Saturday; and between 1:00 p.m. and 8:30 p.m. on Sunday; provided, however, the city manager may issue special permits for such work at other hours in case of urgent necessity and in the interest of public safety and convenience.

...”

SECTION 2. That all ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City not in conflict with the provisions of the ordinance shall remain in full force and effect.

SECTION 3. That should any section, paragraph, sentence, subdivision, clause, phrase, or provision 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 unconstitutional, illegal, or invalid and shall not affect the validity of the remainder of this ordinance or any other provision of the Code of Ordinances of the City.

SECTION 4. That any person, firm or corporation violating any of the provisions or terms of this ordinance or the codes adopted hereby, as same may be amended, shall be deemed guilty of a misdemeanor and subject to a penalty as provided for in this ordinance, and upon conviction shall be punished by fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each violation.

SECTION 5. That this ordinance shall take effect immediately upon its passage and adoption 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, on _____ day of _____, 2024.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

DAVID M. BERMAN, CITY ATTORNEY



TO: Mayor and City Council
FROM: Vivian Rawlings, Library Director
DATE: May 20, 2024
ITEM: 21
DESCRIPTION: Discuss and consider a Resolution accepting and approving a quote from Turner Sign Systems for the purchase of an electronic billboard and scoreboard sign for installation and use at Bruce Central Park in an amount not to exceed one hundred thirty-six thousand five hundred fifty-eight dollars (\$136,558.00); authorizing the City Manager to execute appropriate documents in furtherance of approval; and providing an effective date.

INTRODUCTION

The purpose of this item is to replace the electronic billboard at Bruce Central Park.

BACKGROUND

The electronic billboard located at Bruce Central Park is no longer working as it should. It was purchased in 2019 from Think Sign. The computer components can no longer be updated, and the bulbs are constantly going out. The sign is no longer under warranty. Turner Sign Systems submitted an estimate in the amount of \$136,558.00 for a new billboard with an extended labor warranty, a copy of which is attached as Exhibit C.

FINANCIAL IMPACT

\$136,558.00 Other Improvements Account 01-4512-30-00
Purchasing Cooperative: Equalis Group, Contract No. COG-2103B

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Resolution
2. Turner Signs Estimate
3. Sign Rendering

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, ACCEPTING AND APPROVING A QUOTE FROM TURNER SIGN SYSTEMS FOR THE PURCHASE OF AN ELECTRONIC BILLBOARD AND SCOREBOARD SIGN FOR INSTALLATION AND USE AT BRUCE CENTRAL PARK IN AN AMOUNT NOT TO EXCEED \$136,558.00; AUTHORIZING THE CITY MANAGER TO EXECUTE APPROPRIATE DOCUMENTS IN FURTHERANCE OF APPROVAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Staff has presented Council with a quote for an electronic billboard sign for use and installation at Bruce Central Park; and

WHEREAS, the equipment and services proposed to be provided have been sourced through a purchasing cooperative, Equalis Group, Contract No. COG-2103B; 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 the quote and to purchase the equipment as provided for herein.

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 quote from Turner Sign Systems, a true and correct copy of which is attached hereto as Exhibit "A," for the purchase of an electronic billboard and scoreboard sign for installation and use at Bruce Central Park, in an amount not to exceed \$136,558.00.

SECTION 2: That the City Council does further authorize the City Manager to provide for payment and to sign on the City's behalf any necessary or appropriate documents in furtherance of this Resolution.

SECTION 3: 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



1302 AVENUE R
 GRAND PRAIRIE, TX 75050
 P: 817.222.0033
 F: 817.222.1329
 TurnerSignSystems.com

PROPOSAL
Proposal #: 11747

Proposal Date: 05/14/24
 Customer #: 2332
 Page: 1 of 3

SOLD TO:	JOB LOCATION:
CITY OF SEAGOVILLE 702 US-175 SEAGOVILLE TX 75159	City of Seagoville 702 US-175 Seagoville TX 75159 City of Seagoville member ID EG-0003023 Contract Number is COG-2103B

Turner Sign Systems (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #31661-1 MFG: 7'5" x 14'3" 10mm Watchfire EMC with a 7' x 14' viewing area. Sign requires 68 amps of power at 240V. ENGINEERING INCLUDED.	\$109,950.00	\$109,950.00
1	QUOTE #31663 MFG: Framing and aluminum cladding to enclose units.	\$2,281.00	\$2,281.00
1	QUOTE #31665-1 INSTALL: Remove old EMC units and replace with new Watchfire units.	\$8,692.00	\$8,692.00
1	QUOTE #31666-1 PERMIT AQUISITION	\$435.00	\$435.00
1	QUOTE #34322 SERVICE: Labor to service Watchfire EMC for years 2-5 (Labor Only - Parts are under warranty for 5 years)	\$15,200.00	\$15,200.00

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$136,558.00

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



1302 AVENUE R
GRAND PRAIRIE, TX 75050
P: 817.222.0033
F: 817.222.1329
TurnerSignSystems.com

PROPOSAL
Proposal #: 11747

Proposal Date: 05/14/24
Customer #: 2332
Page: 2 of 3

TERMS AND CONDITIONS

- 1. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, Turner Sign Systems MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES.
2. BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID ELECTRICAL SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE CUSTOMER ALL OF DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT EFFECT THE RIGHTS OF THE COMPANY TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.
3. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN WRITING HEREIN.
4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANYSUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
5. Turner Sign Systems SHALL SECURE ALL NECESSARY PERMITS FROM THE BUILDING OWNER, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN AND SAID SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY INOBTAINING SUCH PERMISSION, AND IF CUSTOMER EXECUTES THIS CONTRACT OF SALESWITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN HE PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION AND HE AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN.
6. CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE OF SUITABLE CAPACITY AND APPROVED TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION, AND MAKE CONNECTION THEREOF TO DISPLAY.
7. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT DIG TESS TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK IS ENCOUNTERED IN THE DRILLING PROCESS, TO THEPOINT WHERE SPECIAL EQUIPMENT IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.
8. ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED UNCONDITIONALLY AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP, WITH EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS AS THEY ARE NEVER GUARANTEED, FOR A PERIOD OF ONE YEAR (1) YEAR. FOR THE NEXT THREE HUNDRED THIRTY (330) DAYS, AND MATERIAL, WITH THE EXCEPTION OF THE LAMPS, WILL BE REPLACE AT NO COST TO THE BUYER FOR THIS MATERIAL. THE COST OF LABOR, HOWEVER, WILL BE CHARGED AT HOURLY RATES.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: _____

DATE: _____

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____



1302 AVENUE R
GRAND PRAIRIE, TX 75050

P: 817.222.0033
F: 817.222.1329

TurnerSignSystems.com

DEPOSIT INVOICE

Invoice #: DP11747

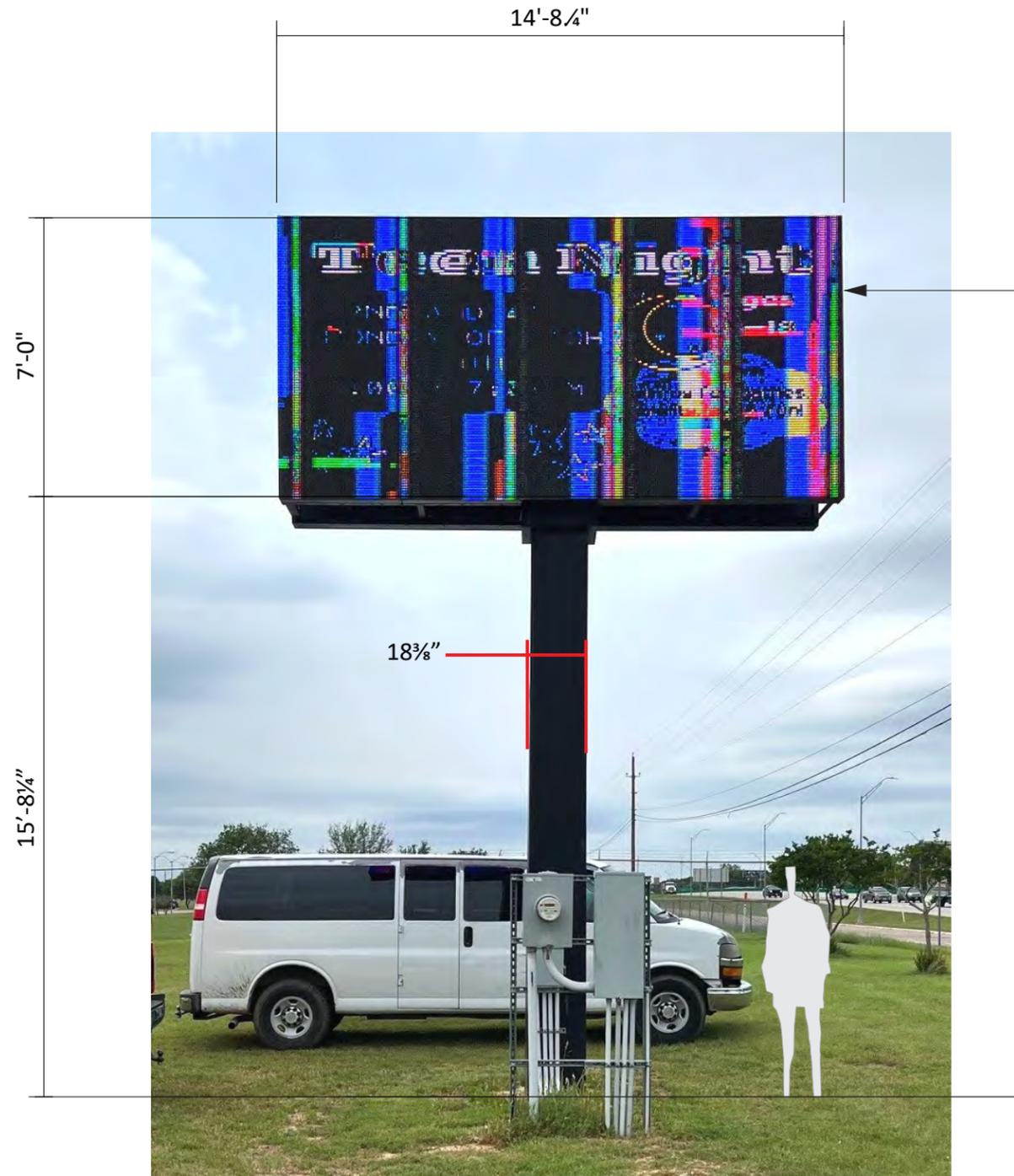
Inv Date: 05/14/24
Customer #: 2332
Page: 3 of 3

SOLD TO:	JOB LOCATION:
CITY OF SEAGOVILLE 702 US-175 SEAGOVILLE TX 75159	City of Seagoville 702 US-175 Seagoville TX 75159

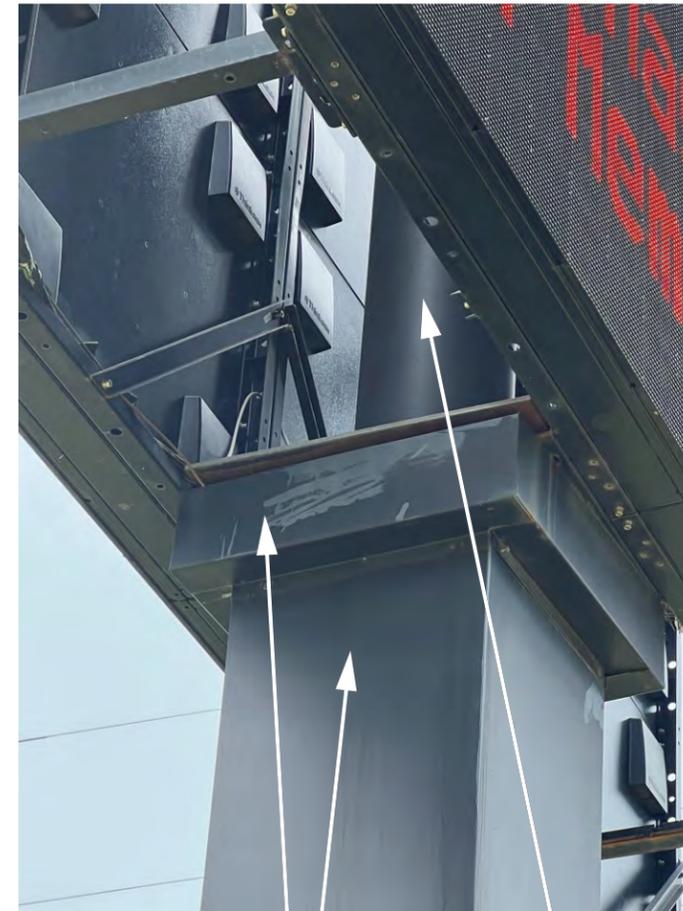
ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
		HOUSE ACCOUNT	05/14/24	50.0% Due Upon Receipt	07/29/24

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #31661-1 MFG: 7'5" x 14'3" 10mm Watchfire EMC with a 7' x 14' viewing area. Sign requires 68 amps of power at 240V. ENGINEERING INCLUDED.	\$109,950.00	\$109,950.00
1	QUOTE #31663 MFG: Framing and aluminum cladding to enclose units.	\$2,281.00	\$2,281.00
1	QUOTE #31665-1 INSTALL: Remove old EMC units and replace with new Watchfire units.	\$8,692.00	\$8,692.00
1	QUOTE #31666-1 PERMIT AQUISITION	\$435.00	\$435.00
1	QUOTE #34322 SERVICE: Labor to service Watchfire EMC for years 2-5 (Labor Only - Parts are under warranty for 5 years)	\$15,200.00	\$15,200.00
TOTAL PROPOSAL AMOUNT			----- \$136,558.00
*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***			

PLEASE PAY THIS DEPOSIT AMOUNT:	\$68,279.00
---------------------------------	-------------



REMOVE EXISTING DOUBLE SIDED ELECTRONIC MESSAGE DISPLAY



RE-USE STUB PIPE

RE-PAINT BLACK

A

EXISTING DOUBLE SIDED EMC DISPLAY

SCALE: 1/4"=1'-0"

Design #	
TSS-2732	
Sheet 1 of 2	
Client	
City of Seagoville	
Address	
Seagoville, Texas	
Account Rep.	Mark Vergenz
Designer	MW
Date	5-14-24
Approval / Date	
Sales	
Art	
Survey	
Estimating	
Engineering	
Permits	

CUSTOMER APPROVAL

Print Name _____
 Signature _____
 Date _____

Revision / Date

original art	2
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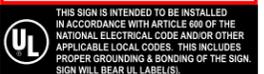
1302 AVENUE R
 GRAND PRAIRIE, TX 75050

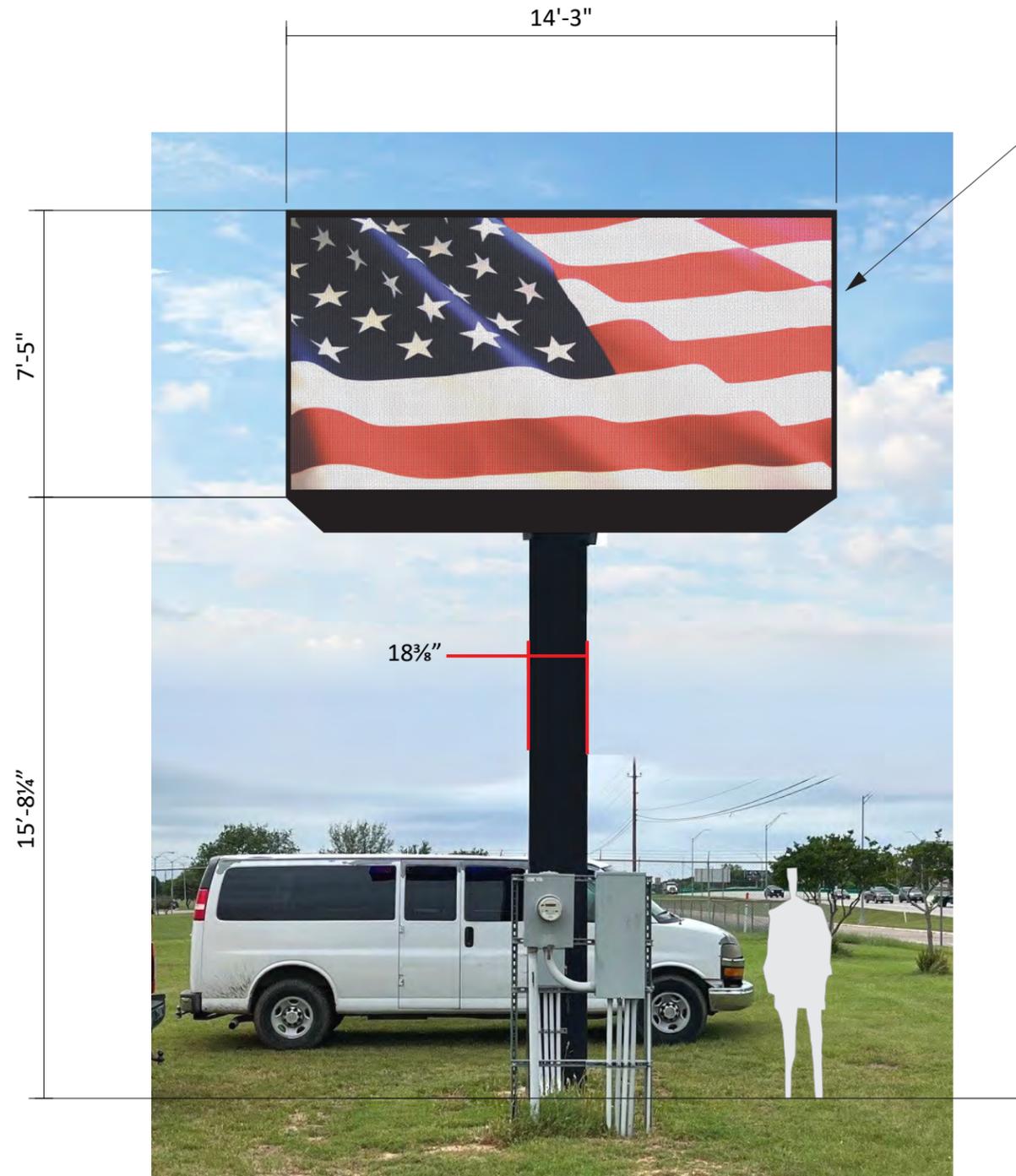
P: 817.222.0033
 F: 817.222.1329

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FINAL ELECTRICAL CONNECTION BY CUSTOMER





A

EXISTING DOUBLE SIDED EMC DISPLAY

SCALE: 1/4"=1'-0"

INSTALL NEW DOUBLE SIDED
10MM WATCHFIRE
ELECTRONIC MESSAGE DISPLAYS

*INCLUDES SUPPORT FRAMING &
NEW COMMON FILLER BETWEEN DISPLAYS - PTD BLACK



PRODUCT SPECIFICATIONS

Pixel Pitch:	W10mm LED RGB
Pixel Matrix:	210 X 420
Ventilation Style:	Front Ventilation
Cabinet Size:	7ft 5in H x 14ft 3in L x 8in D
Viewing Area:	7ft H x 14ft L
Cabinet Style:	Double Face
Character Size:	26 lines / 84.0 Characters at a 3" type
Approx. Weight:	2170.00 Lbs.
Warranty:	Standard 5 Year Watchfire warranty applies.
Mfg. Lead Time:	3-5 weeks (Based on signed quote, receipt of deposit, and artwork approval - if applicable)

Electrical Service: 240 VOLT4 WIRE68.0 amps (34.00 per face). Refer to the Installation manual for details on wiring. Based on 18 hours of operation a day, plus or minus 10% depending on how the sign is programmed.
Example: 84.6 KWHrs a day x\$0.12 = \$10.15/Day

STANDARD FEATURES

Brightness	Daytime 7500 NITs Maximum;Nighttime 700 NITs Maximum
Color	LED RGB
Color Capability	Min. 1.2 Quintillion
Includes	Ignite Graphics Software
Video	Up to 30FPS
Viewing Angles	150 Horizontal/95 Vertical

Design #	
TSS-2732	
Sheet 2 of 2	
Client	
City of Seagoville	
Address	
Seagoville, Texas	
Account Rep.	Mark Vergenz
Designer	MW
Date	5-14-24
Approval / Date	
Sales	
Art	
Survey	
Estimating	
Engineering	
Permits	

CUSTOMER APPROVAL

Print Name _____
Signature _____
Date _____

Revision / Date

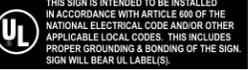
original art	2
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FINAL ELECTRICAL CONNECTION BY CUSTOMER





TO: Mayor and City Council
FROM: Pat Stallings, City Manager
DATE: May 20, 2024
ITEM: 22
DESCRIPTION: Discuss and consider approving a Resolution approving the Economic Development project between the Seagoville Economic Development Corporation and Sego Buffett, LLC, a Texas Limited Partnership, 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 Sego Buffet, LLC, a Texas limited liability company, under the terms and conditions set forth in an Economic Development Incentive Agreement

FINANCIAL IMPACT

\$36,703.66

RECOMMENDATION

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

ATTACHMENTS

1. Resolution
2. Incentive Agreement

CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND SEGO BUFFET, LLC, A TEXAS LIMITED LIABILITY COMPANY, 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 Segó Buffet, LLC, a Texas limited liability company, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”) and

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

WHEREAS, the City Council has determined that the Project contemplated by SEDC and Segó Buffet, LLC, a Texas limited liability company, 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 Segó Buffet, LLC, a Texas limited liability company, 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 after the 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)

4894-5394-0157, v. 1

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

This Economic Development Incentive Agreement (“Agreement”) is made by and between Se-go Buffet, LLC, a Texas limited liability company (“Company”), and the Seagoville Economic Development Corporation (the “SEDC”), each acting by and through their respective authorized representatives. Company and SEDC may be referred to herein each as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Company leases premises located at 410 North U.S. Highway 175, Suite 210 in the City of Seagoville, Texas (the “Property”) upon which it currently operates a dine-in restaurant business known as Se-go Buffet (“Se-go Buffet”); and

WHEREAS, Company has advised the SEDC that the Property is in need of premises and equipment upgrades and that a contributing factor that would induce Company to continue its lease and business operations at the Property would be an agreement by SEDC to provide an economic development grant to Company to defray a portion of the costs of premises and equipment upgrades necessary for such operations; 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

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

WHEREAS, SEDC has determined that making the Grant to 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

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

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

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

“Capital Investment” shall mean the aggregate of the total costs of the Improvements.

“Commencement of Improvement Work” shall mean that (1) all required plans have been prepared and all approvals and permits required by applicable governmental authorities have been obtained for the installation of the Improvements (as defined herein) of the Improvements, and (2) on-site work on the Improvements has commenced at the Property.

“Completion of Improvement Work” shall mean that the (1) the Improvements have been substantially completed, (2) the Improvements have been installed and, as applicable, are operational, (3) a final, permanent certificate of occupancy for the Property has been issued if necessary for the Improvements, and (4) a Sego Buffet restaurant operated by Company is open to the public and conducting business during normal business hours utilizing the Improvements located at the Property.

“Company” shall mean Sego Buffet, LLC, a Texas limited liability company.

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

“Expiration Date” shall mean the fifth (5th) anniversary of Completion of Improvement Work.

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

“Grant” shall mean an economic development grant in the amount equal to the costs incurred and paid by Company for the Improvements, not to exceed a total Grant value of Thirty-Six Thousand, Seven Hundred and Three and 66/100 Dollars (\$36,703.66) to offset a portion of the costs paid and incurred by Company for the Improvements to be paid as a reimbursement grant upon receipt by SEDC of a written request for payment accompanied by receipts, paid invoices, or other evidence of costs paid and incurred by Company, the sufficiency of which shall be determined by SEDC in its sole discretion.

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

“Improvements” shall mean (1) replacement of two compressors; (2) replacement of two condensers; (3) replacement of 1,100 square feet of tile flooring in the kitchen; (4) replacement of the electric steam table boxes with a cool box; (5) replacement of walk in cooler flooring (stainless steel 4’ x 10’, 20 Gauge) and (6) installation of a Manitowoc Model No. IDT1200A cube-style ice maker on the Property.

“Improvement Work” shall mean all equipment and materials purchases, all labor, construction, installation, repair, or replacement work, and any design work necessary for proper installation of the Improvements and, as may be applicable, issuance of a certificate of occupancy by the City for the Improvements.

“Property” shall mean the real property and Improvements situated thereon located at 410 N. U.S. Highway 175, Suite 210 in the City of Seagoville, Texas.

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

“Required Use” shall mean Company’s continuous occupancy of the Property and the operation thereon of Seago Buffet, a dine-in restaurant business which shall be open to the public for lunch and dinner a minimum of six days per week and serving the citizens of the City.

“SEDC” shall mean the Seagoville Economic Development Corporation.

Article II Term

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

Article III Grant

3.1 Grant. SEDC agrees, subject to the Conditions Precedent stated in this Agreement, the continued satisfaction of all the terms and conditions of this Agreement by Company and the obligation of Company to repay the value or the costs incurred by SEDC to provide the Grant pursuant to Article V hereof, to provide Company with the Grant as set forth herein.

3.2 Grant Limitations. Under no circumstances shall the obligations of SEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by 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 Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by SEDC. SEDC shall have no obligation or liability to provide any Grant except as allowed by law. SEDC shall not be required to provide any of the Grant if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

Article IV Conditions to Grant

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

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

4.2 Commencement of Improvement Work. Commencement of Improvement Work, as that term is defined herein, shall occur not later than sixty (60) days after the Effective Date of this Agreement.

4.3 Completion of Improvement Work. Completion of Improvement Work, as that term is defined herein, shall occur not later than one hundred and eighty (180) days after the Effective Date of this Agreement. .

4.4 Continuous Required Use. During the term of this Agreement commencing the day following Completion of Improvement Work and continuing thereafter until expiration of this Agreement or earlier termination, Company shall continuously occupy the Property and shall continuously use said Property for the Required Use, as that term is defined in this Agreement, and for no other purpose or use. Further, during the term of this Agreement, such occupation and use shall not cease for more than thirty (30) days except in connection with, and to the extent of, an event of Force Majeure.

4.5 Continuous Occupancy and Rental or Ownership. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Improvements and the Property shall be continuously owned or rented by Company and continuously occupied by Company.

4.7 Capital Investment. Company's Capital Investment for the Improvements, as that term is defined in this Agreement, shall be not less than Thirty-Six Thousand, Seven Hundred and Three and 66/100 Dollars (\$36,703.66). Company shall, within fifteen (15) days of request by SEDC, deliver to SEDC copies of all records, contracts, receipts, invoices, bills, proofs of payment, and such other information as SEDC may reasonably request to document compliance with the required Capital Investment at any time prior to the Expiration Date.

4.8 Investment in Improvements. In the event the final total cost of the Improvements, as that term is defined in this Agreement, reasonably verified by SEDC, is, less than Thirty-Six Thousand, Seven Hundred and Three and 66/100 Dollars (\$36,703.66), Company shall, within thirty (30) days of receipt by Company of written demand by SEDC, pay the SEDC the difference in value between \$36,703.66 and the final total cost of the Grant-Eligible Items as reasonably verified by SEDC.

Article V Termination; Repayment

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

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by SEDC, if any Impositions owed to SEDC, City or the State of Texas by 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 due to Breach of Section 5.1(b). In the event the Agreement is terminated by SEDC pursuant to Section 5.1 (b):

- (a) due to a breach of the obligation set forth in section 4.2 and/or 4.3 hereof, Company shall immediately refund to the SEDC an amount equal to the value of the Grant received by Company; and/or
- (b) due to a breach of the obligation set forth in section 4.1, 4.4, and/or 4.5 hereof, Company shall immediately refund to SEDC an amount equal to:
 - i. One hundred percent (100%) of the value of the Grant received by Company, if the breach occurs on a date that is more than four years prior to the Expiration Date;
 - ii. Eighty percent (80%) of the value of the Grant received by Company, if the breach occurs on a date that is more than three years, but less than four years, prior to Expiration Date;
 - iii. Sixty percent (60%) of the value of the Grant received by Company, if the breach occurs on a date that is more than two, but less than three years prior to the Expiration Date;
 - iv. Forty percent (40%) of the value of the Grant received by Company, if the breach occurs on a date that is more than one, but less than two, year(s) prior to the Expiration Date; and
 - v. Twenty percent (20%) of the value of the Grant received by Company, if the breach occurs on a date that is less than one year prior to the Expiration Date.

The repayment obligations of the Company set forth in this Section 5.2 and Section 4.8 shall survive termination of this Agreement.

5.3 Repayment Due to Breach of Section 5.1(c), (d), and/or (e). In the event the Agreement is terminated by SEDC pursuant to Section 5.1(c), (d), and/or (e), the Company shall immediately refund to SEDC an amount equal to the Grant paid by SEDC to the Company, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall cease to exist or cease to announce a prime or base lending rate, than at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the

SEDC) as its prime or base commercial lending rate from the date on which the Grant is paid by SEDC until refunded by the Company. The repayment obligation of Company set forth in this Section 5.3 shall survive termination of this Agreement.

5.4 Offsets. SEDC may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City and/or SEDC from 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 Conditions Precedent. The obligations of SEDC under this Agreement are subject to and conditioned on the following:

- (i) The City Council of the City of Seagoville, Texas has, by resolution, approved this Incentive Agreement and the related Project; and
- (ii) The sixty (60)-day period provided for under Texas Local Government Code section 505.160 has passed and neither the SEDC nor the City has received a petition from more than ten (10%) percent of the registered voters of the City requesting that an election be held before the funding of the Project as contemplated by this Agreement is undertaken.

6.2 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.

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

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

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

If intended for SEDC, to:

Seagoville Economic Development
Corporation
Attn: Executive Director
702 N. Highway 175
Seagoville, Texas 75159

With a copy to:

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

If intended for Company:

Sego Buffet, LLC
Attn: Mark Chen
410 N. U.S. Highway 175, Suite 210
Seagoville, Texas 75159

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

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

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

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

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

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

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

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

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

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

[Three Signature Pages to Follow]

EXECUTED on this _____ day of _____, 2024.

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Patrick Stallings, Executive Director

EXECUTED on this _____ day of _____, 2024.

SEGO BUFFET, LLC

By: _____
Mark Chen, Managing Member

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mark Chen, managing member and authorized agent for Sego Buffet, LLC, a Texas limited liability company known or proven to me to be the person and agent whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said Sego Buffet, LLC, that she was duly authorized to perform the same by appropriate resolution and consent of the limited liability company, and that she executed the same as the act of said Sego Buffet for the purposes and consideration therein expressed and in the capacity therein stated after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2024.

Notary Public, State of Texas

My Commission Expires:

4875-9369-8749, v. 1