



City of Seagoville Meeting Agenda City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, August 19, 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 – MAYOR PRO TEM

HAROLD MAGILL
PLACE 3

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.

As authorized by Section 551.127 of the Texas Government Code, one or more Councilmembers or employees may attend this meeting remotely using videoconferencing technology. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the meeting location.

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. Receive a presentation regarding the MS4 Phase II Permit.
3. Receive a presentation regarding Fiscal Year 2025 funding for community events from the City's hotel/motel tax from the Chamber of Commerce.
4. Receive an update on parking improvements for Bearden Park.
5. Discuss Regular Session agenda items.
6. Adjourn

REGULAR SESSION – 7:00 PM

7. Call to Order
8. Invocation
9. Pledge of Allegiance
10. Present the Payroll Week Proclamation
11. Mayor's Report

12. Citizen's Comments

This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. City Council may not discuss these items but may respond with factual data or policy information or place the item on a future agenda. Anyone wishing to speak should submit a Speaker Request Form to the City Secretary.

Consent Agenda

- 13. Consider approving the City Council meeting minutes: August 5, 2024.**
- 14. Consider a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division; and authorizing the City Manager to execute related documents.**
- 15. Consider a Resolution approving an interlocal agreement with the North Central Texas Emergency Communications District for communications infrastructure use at 600 N. U.S. Hwy 175 in the City; and authorizing the City Manager to execute the agreement.**
- 16. Consider a Resolution approving an interlocal agreement with the North Central Texas Emergency Communications District for communications infrastructure use at 203 N. Peck Street in the City; and authorizing the City Manager to execute the agreement.**
- 17. Consider a Resolution approving an agreement for professional engineering services on a task order basis with Halff Associates, Inc. for assistance with the City's Storm Water Management Plan Permit as set forth in Exhibit "A" and task order authorization Attachment "A", in an amount not to exceed sixty-five thousand dollars and zero cents (\$65,000.00); authorizing the City Manager to execute said agreement.**
- 18. Consider a Resolution authorizing the Purchase of Water Meters from Aqua Metric Sales Company In an amount not to exceed, one hundred one thousand nine hundred twenty-seven dollars (\$101,927.00); authorizing the City Manager to execute any documents necessary for the purchase.**

Regular Agenda

- 19. Receive a presentation of the calculated No-New Revenue (NNR), Voter Approved (VA), and de minimus tax rates and the proposed budget for the City of Seagoville Fiscal Year 2025.**
- 20. Discuss and consider a Resolution accepting the 2024 Certified Tax Roll of Dallas Central Appraisal District and Kaufman County Appraisal District.**
- 21. Discuss and consider a Resolution accepting the proposed property tax rate for Fiscal Year 2024-2025; and providing for the publication as provided by the Texas Property Code.**
- 22. Discuss and consider a Resolution approving a Professional Services Agreement with Azavar Audit Solutions, Inc.; authorizing the City Manager to execute the agreement and any other related and necessary documents.**

- 23. Discuss and consider an Ordinance amending Chapter 19 of the Code of Ordinances By Repealing Article 19.07 in its entirety and replacing it with a new Article 19.07, "Water Conservation Plan And Drought Contingency Plan"; providing for the adoption of a Water Conservation and Drought Contingency Plan; providing for a penalty of fine not to exceed the sum of two hundred dollars (\$200.00) for each offense; providing for the disconnection of water service for noncompliance with the provisions of the drought contingency plan; and providing an effective date.**
- 24. Discuss and consider a Resolution accepting and approving the Third Amendment to the Stonehaven Development Agreement between the City and Meritage Homes of Texas, LLC; and authorizing the City Manager to execute the same.**
- 25. Discuss and consider a Resolution accepting the Preliminary Service and Assessment Plan for Improvement Area #2 Projects within the Stonehaven Public Improvement District; setting a date for public hearing on the proposed levy of assessments; authorizing the publication and mailing of notice; and enacting other provisions relating thereto.**
- 26. 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.

EXECUTIVE SESSION

The City Council will convene into closed Executive Session pursuant to:

- 27. Texas Govt. Code Section 551.071 Consult with Attorney, to seek legal advice related to:**
 - A. The North Texas Municipal Water District.**
 - B. Supporting a statutory amendment to Texas Local Government Code Chapter 394 regarding Housing Finance Corporations.**

REGULAR SESSION

- 28. Take any necessary action as a result of Executive Session.**
- 29. Discuss and consider a Resolution supporting a statutory amendment to Texas Local Government Code Chapter 394 regarding Housing Finance Corporations in municipalities and counties.**
- 30. Discuss future agenda items.**
- 31. 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 15th day of August 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, September 2, 2024, Labor Day Holiday
- Monday, September 9, 2024, Regular City Council Meeting
- Monday, September 16, 2024, Regular City Council Meeting



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: August 19, 2024
ITEM: 2
DESCRIPTION: Receive a presentation regarding the MS4 Phase II Permit.

INTRODUCTION

The purpose of this item is to receive an update from Halff regarding the MS4 Phase II Permit.

ATTACHMENTS

1. Presentation

TCEQ MS4 Phase II Permit Update

Seagoville City Council Meeting

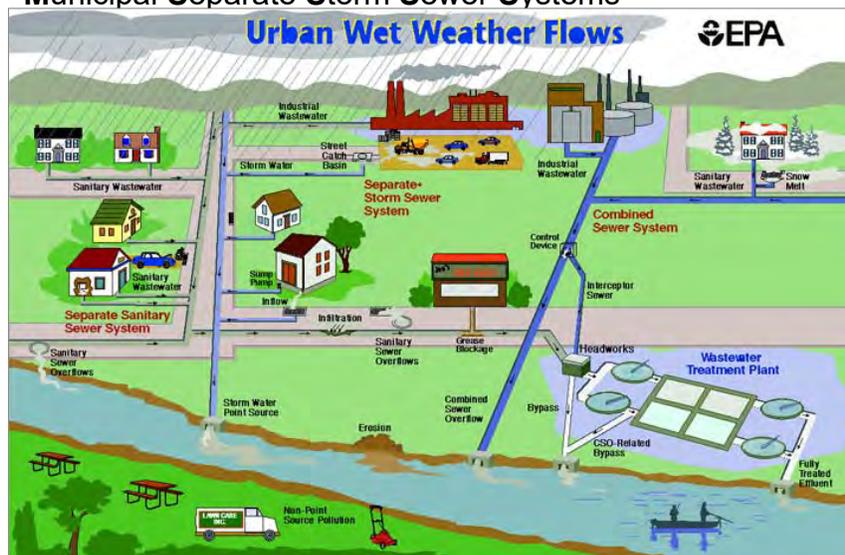
August 19, 2024



1

What is a MS4?

Municipal Separate Storm Sewer Systems



2

Originating Regulation

- 1948 – Federal Water Pollution Control Act
- 1972 – Amended and became known as “Clean Water Act”
- 1998 National Pollutant Discharge Elimination System (NPEDES) Phase II Permitting
- 1998 Texas Pollutant Discharge Elimination System (TPDES)
- 2016 EPA issues Small MS4 Remand Rule



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MS4 Permits

Medium and Large MS4 (Phase I)

- First published in November 1990
- Population larger than 100,000 based on 1990 U.S. Census
- Requires Individual Permits

Small MS4 (Phase II)

- Original Permit Issued August 2007
- Seagoville is categorized as a Level 2a regulated Small MS4
- Levels are based on population from 2020 Decennial Census
- General Permit TXR040000 renewal delayed



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Small MS4 Permit – Basic Requirements

- Reduce non-point source pollution in stormwater runoff through 5 Categories of Minimum Control Measures.
- Minimum Control Measures consist of a variety of Best Management Practices (BMP)
- Develop a 5-year Stormwater Management Plan (SWMP) with annual schedules of BMPs
 - Quantifiable goals
- Report Annually on Status

Texas Pollutant Discharge Elimination System
Stormwater Phase II MS4 General Permit



City of Seagoville, Texas
Stormwater Management Program

Prepared By:
HALFF
1301 North Rowley Road
Richardson, Texas 75081
Purs Registration No. 6322

December 2022
AVO 37391.003



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Minimum Control Measures (MCMs)

1. Public Education, Outreach and Involvement
2. Illicit Discharge Detection and Elimination (IDDE)
3. Construction Site Stormwater Runoff Control
4. Post-Construction Stormwater Management in New Development and Redevelopment
5. Pollution Prevention and Good Housekeeping for Municipal Operations



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2024 Revised Permit Update

- The Small MS4 General Permit, TPDES Permit No. TXR040000, was issued on January 24, 2019 and was scheduled to expire on January 24, 2024.
- New Texas NeT-MS4 electronic system set-up caused delay
- Small MS4 operators with active authorizations were granted administrative continuance of existing authorization until renewal permit is issued
- Revised MCMs
- No significant changes for Level 2a operators



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2024-2029 Proposed MCMs

1. Public Education and Outreach
2. Public Involvement/ Participation
3. Illicit Discharge Detection and Elimination (IDDE)
4. Construction Site Stormwater Runoff Control
5. Post-Construction Stormwater Management in New Development and Redevelopment
6. Pollution Prevention and Good Housekeeping for Municipal Operations



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Status and Schedule

- July 23, 2019, Notice of Intent submitted to TCEQ,-Five Year Stormwater Management Program.
- December 30, 2021 – SWMP and MS4 Annual Report –Year 2 – electronically submitted to TCEQ.
- December 21, 2023 - Year 3 Annual Report submitted to TCEQ.
- Quarterly staff meetings were held in January, April, July, with one remaining meeting on September 5, 2024.
- Outfall inspection completed August 1, 2024 – four (4) new outfalls were added to the database



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QUESTIONS?



10



TO: Mayor and City Council
FROM: Gail French, Director of Finance
DATE: August 16, 2024
ITEM: 3
DESCRIPTION: Receive a presentation regarding Fiscal Year 2025 funding for community events from the City's hotel/motel tax from the Chamber of Commerce.

INTRODUCTION

The purpose of this item is to present applications from Chamber of Commerce.

BACKGROUND

The Chamber of Commerce has submitted three (3) grant applications requesting funding amount of \$31,000.00 for the following:

Mayfest I Cinco de Mayo	\$12,500.00
Seago fest	\$12,500.00
4th of July Celebration	\$ 6,000.00

FINANCIAL IMPACT

\$31,000 payable from hotel/motel taxes

RECOMMENDATION

N/A

ATTACHMENTS

1. Application for Funding

Application

Date: **July 10, 2024**

Organization Information

Name of Organization: **Seagoville Chamber of Commerce Information and Tourism Bureau**

Address: **109 N Kaufman Street**

City, State, Zip: **Seagoville, Texas 75159**

Contact Name: **Ritha Edwards**

Contact Phone Number: **(972) 287-5184**

Web Site Address for Event or Sponsoring Entity: **www.seagovillecoc.org**

Non-Profit or For-Profit status: **Non-Profit**

Tax ID #: **[REDACTED]**

Entity's Creation Date: **December 10, 1979**

Purpose of your organization: **To promote local businesses and tourism for Seagoville, Texas.**

Event Information

Name of Event or Project: **Mayfest**

Date of Event or Project: **May 1-4, 2025**

Primary Location of Event or Project: **C.O. Bruce Central Park**

Amount Requested: **\$12,500.00**

How will the funds be used: **Planning, promoting, and advertisement for the event. Securing entertainment, lighting, staging, portlets, and sound. Secure signs and barriers. Acquire carnival, craft and food vendors. Four days of fun for the community and surrounding areas.**

Primary Purpose of Funded Activity/Facility:

To promote tourism for Seagoville and our area.

Percentage of Hotel Tax Support of Related Costs

40% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

N/A Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

35% Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities 40%

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- a) **Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$ _____
- b) **Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$ _____
- X c) **Advertising, Solicitations, Promotional programs to attract tourists and convention delegates** or registrants to the municipality or its vicinity. Amount requested under this category: **\$5,000.00**
- X d) **Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms : **\$5,000.00**
- e) **Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: \$ _____

- f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$ _____

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

- g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

- X h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: **\$2,500.00**

What tourist attractions will be the subject of the signs? Carnival, vendors, live concerts, car show, and folkloric dance. Local restaurants will be promoted.

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: **15**
2. Expected Attendance: **18,000 to 20,000 over four days**
3. How many people attending the Event or Project will use Seagoville hotels?

Number of nights will they stay: **3**

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: **Negotiations are ongoing with all Hotels and Motels. Daily discount applies.**
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
2022	\$10,500.00	
2023	\$12,500.00	
2024	\$12,500.00	

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? **Survey Hoteliers and restaurants. Interview attendees at live remotes with KSGV 95.5 FM radio, working on blocking rooms. Leave request for information cards in Hotel/Motel rooms.**
7. Please list other organization, government entities, and grants that have offered financial support to your project: **None**
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used? **No admission charged. If there is profit it will be used for the next event.**
9. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper: X
Radio: X **25 +**
TV: _____
Other Paid Advertising: X

Number of Press Releases to Media: **25**
Number Direct Mailings to out-of-town recipients': **19,000**

Other Promotions: **Flyers, Posters, direct mailings, Promotion on 95.5 FM and signage.**

10. Will you include a link to the CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? **Yes**
11. Will you negotiate a special rate or hotel/event package to attract overnight stays? **Yes**
12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
Radio Station, digital billboards and signage
13. What geographic areas does your advertising and promotion reach: **Mesquite, Forney, Crandall, Kaufman, Terrell, Wilmer, Hutchins, Ferris, Balch Springs, East, South and Southeast Dallas. Radio internet reaches Nationwide.**
14. How many individuals will your proposed marketing reach who are located in another city or county? **The broadcast radius is to include 500,000 potential listeners.**
15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: **N/A**

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit no later than August 15th to:

City of Seagoville
City Secretary's Office
702 N. Highway 175
Seagoville, TX 75159
(P) (972) 287-2819 (F) (972) 287-3891



Seagoville

CHAMBER OF COMMERCE
INFORMATION



TOURISM BUREAU

109 N Kaufman Street
Seagoville, Texas 75159
(972) 287-5134

Hotel Occupancy Tax Grant Funds

2025 MAYFEST

Entertainment	\$4400.00
Staff Costs	\$2400.00
Advertising	\$1300.00
Event Insurance	\$800.00
Barriers	\$800.00
Port a Potty's	\$2800.00

\$12,500.00

Application

Date: July 10, 2024

Organization Information

Name of Organization: **Seagoville Chamber of Commerce Information and Tourism Bureau**

Address: **109 N Kaufman Street**

City, State, Zip: **Seagoville, Texas 75159**

Contact Name: **Ritha Edwards**

Contact Phone Number: **(972) 287-5184**

Web Site Address for Event or Sponsoring Entity: **www.seagovillecoc.org**

Non-Profit or For-Profit status: **Non-Profit**

Tax ID #: XXXXXXXXXX

Entity's Creation Date: **December 10, 1979**

Purpose of your organization: **To promote local businesses and tourism for Seagoville, Texas.**

Event Information

Name of Event or Project: **4th of July Celebration**

Date of Event or Project: **July 4, 2025**

Primary Location of Event or Project: **C.O. Bruce Central Park**

Amount Requested: **\$6,000.00**

How will the funds be used: **Planning, promoting, and advertising the event. Securing entertainment, staging, sound, signs, barriers. Food vendors. Celebration.**

Primary Purpose of Funded Activity/Facility:

To promote tourism for Seagoville. To spend money in order to bring people to our event that will spend money at our hotels/motels, our restaurants and buy their gas and necessities in Seagoville!

Percentage of Hotel Tax Support of Related Costs

40% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

N/A Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

35% Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

If staff costs are covered, estimate percentage of time staff spends annually on the funded event(s) compared to other activities **40%**

Which Category or Categories Apply to Funding Request, and Amount Requested Under Each Category:

- a) Convention Center or Visitor Information Center:** construction, improvement, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both. Amount requested under this category: \$_____
- b) Registration of Convention Delegates:** furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants. Amount requested under this category: \$_____
- c) Advertising, Solicitations, Promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity.** Amount requested under this category: **\$2,500.00**
- d) Promotion of the Arts that Directly Enhance Tourism and the Hotel & Convention Industry:** the encouragement, promotion, improvement, and application of the arts that can be shown to have some direct impact on tourism and the hotel/convention industry. The impact may be that the art facility or event can show hotel nights that are booked due to their events or that guests at hotels attend the arts event. Eligible forms of art include instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture photography, graphic and craft arts, motion picture, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms : **\$2,500.00**
- e) Historical restoration and preservation projects or activities or advertising and conducting solicitation and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums.** Amount requested under this category: \$_____

- f) Expenses including promotional expenses, directly related to a sporting event in which the majority of participants are tourists. The event must substantially increase economic activity at hotels within the city or its vicinity. Amount requested under this category: \$_____**

How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

- g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$_____**

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

- h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: \$1000.00**

Live entertainment that includes a patriotic program. Tourist will also receive information about local attractions.

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: **10**
2. Expected Attendance: **15,000 +**
3. How many people attending the Event or Project will use Seagoville hotels? **25-50**
Number of the people many nights will they stay: **1**
4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: **Not yet but continue to dialogue with hoteliers about how this benefits them.**
5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
7/2022	\$6000.00	
7/2023	\$6,000.00	
7/2024	\$6,000.00	

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? **Survey Hoteliers and restaurants. Interview attendees and live remotes with 95.5 FM radio.**
7. Please list other organization, government entities, and grants that have offered financial support to your project: **None**
8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?
No admission charged. This event has never produced net profit. It is done as a service and if there were profit it would go to the next event.
9. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper: X
Radio: X
TV: _____
Other Paid Advertising: X

Number of Press Releases to Media: **30 +**
Number Direct Mailings to out-of-town recipients': **19,000**

Other Promotions: **Flyers, Posters, Festivals of Texas ads, Radio announcements on 95.5 FM, Signage and digital billboards.**

10. Will you include a link to the CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? **Yes**
11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
Continuing to try.
12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?
95.5 FM will be running hourly ads and information. More media information, digital billboards & Signage.
13. What geographic areas does your advertising and promotion reach: **Mesquite, Forney, Wilmer, Hutchins, Ferris, Balch Springs, East, South and Southeast Dallas. Radio internet reaches Nationwide.**
14. How many individuals will your proposed marketing reach who are located in another city or county? **The broadcast radius is to include 500,000 + potential listeners.**
15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: **N/A**

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit no later than August 15th to:

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Seagoville

CHAMBER OF COMMERCE
INFORMATION

—&—
TOURISM BUREAU

109 N Kaufman Street
Seagoville, Texas 75159
(972) 287-5184

Hotel Occupancy Tax Grant Funds

2025

4th of July Celebration

Entertainment	\$1000.00
Staff Costs	\$1700.00
Advertising	\$1500.00
Supplies	\$1000.00
Event Insurance	\$800.00

\$6,000.00

Application

Date: July 10, 2024

Organization Information

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Address: **109 N Kaufman Street**

City, State, Zip: **Seagoville, Texas 75159**

Contact Name: **Ritha Edwards**

Contact Phone Number: **(972) 287-5184**

Web Site Address for Event or Sponsoring Entity: **www.seagovillecoc.org**

Non-Profit or For-Profit status: **Non-Profit**

Tax ID #: XXXXXXXXXX

Entity's Creation Date: **December 10, 1979**

Purpose of your organization: **To promote local businesses and tourism for Seagoville, Texas.**

Event Information

Name of Event or Project: **Seagofest**

Date of Event or Project: **October 2-5, 2025**

Primary Location of Event or Project: **C.O. Bruce Central Park**

Amount Requested: **\$12,500.00**

How will the funds be used: **Securing live entertainment, lighting, staging, and sound. Promoting the event with flyers, posters, digital billboards, signage and announcements on 95.5 FM. Securing carnival, food and craft vendors, live concerts, folkloric dance, school performances, Car Show.**

Primary Purpose of Funded Activity/Facility:

To promote tourism for Seagoville and the surrounding areas.

Percentage of Hotel Tax Support of Related Costs

40% Percentage of Total **Event Costs** Covered by Hotel Occupancy Tax

N/A Percentage of Total **Facility Costs** Covered by Hotel Occupancy Tax for the Funded Event

35% Percentage of **Staff Costs** Covered by Hotel Occupancy Tax for the Funded Event

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How many individuals are expected to participate in the sporting related event? _____

How many of the participants at the sporting related event are expected to be from another city or county? _____

Quantify how the sporting related event will substantially increase economic activity at hotels within the city or its vicinity?

- g) Funding transportation systems for transporting tourists from hotels to and near the city to any of the following destinations: 1) the commercial center of the city; 2) a convention center in the city; 3) other hotels in or near the city; and 4) tourist attractions in or near the city. Amount requested under this category: \$ _____

What sites or attractions will tourists be taken to by this transportation? _____

Will members of the general public (non-tourists) be riding on this transportation? _____

What percentage of the ridership will be local citizens? _____

- h) Signage directing tourists to sights and attractions that are visited frequently by hotel guests in the municipality. Amount requested under this category: **\$2,500.00**

Carnival, live music, Car Show along with food and craft vendors. Local restaurants will be promoted along with local attractions.

Questions for All Funding Request Categories:

1. How many years have you held this Event or Project: **38**
2. Expected Attendance: **20,000 to 25,000 over four days**

3. How many people attending the Event or Project will use Seagoville hotels?

Number of the people many nights will they stay: **3**

4. Do you reserve a room block for this event at an area hotel and if so, for how many rooms and at which hotels: **Negotiation in process. Discount applies.**

5. List other years (over the last three years) that you have hosted your Event or Project with amount of assistance given from HOT and the number of hotel rooms used:

Month/Year Held	Assistance Amount	Number of Hotel Rooms Used
10/2022	\$10,500.00	
10/2023	\$12,500.00	24 +
10/2024	\$12,500.00	

6. How will you measure the impact of your event on area hotel activity (e.g.; room block usage information, survey of hoteliers, etc.)? **Interview hoteliers, restaurants, attendees, and live remotes done by 95.5 FM, surveys**

7. Please list other organization, government entities, and grants that have offered financial support to your project: **None**

8. Will the event charge admission? Do you anticipate a net profit from the event? If there is a net profit, what is the anticipated amount and how will it be used?

No admission charged. Profits vary and will be used for the next event.

9. Please list all promotion efforts your organization is coordinating, and the amount financially committed to each media outlet:

Newspaper: X /
Radio: X 25+
TV: _____
Other Paid Advertising: X

Number of Press Releases to Media: **25 +**
Number Direct Mailings to out-of-town recipients': **19,000**

Other Promotions: **Flyers, Posters, Direct mailing, Signage, P.S.A. from 95.5 FM and Festivals of Texas ads.**

10. Will you include a link to the CVB or other source on your promotional handouts and in your website for booking hotel nights during this event? **Yes**

11. Will you negotiate a special rate or hotel/event package to attract overnight stays?
In the process

12. What new marketing initiatives will you utilize to promote hotel and convention activity for this event?

There will be announcements on 95.5 FM, live remotes from the event, and Signage.

13. What geographic areas does your advertising and promotion reach: **Mesquite, Forney, Crandall,**

Kaufman, Terrell, Wilmer, Hutchins, Ferris, Balch Springs, East, South and Southeast Dallas

Radio internet reaches Nationwide.

14. How many individuals will your proposed marketing reach who are located in another city or county? **500,000 + potential listeners.**

15. If the funding requested is related to a permanent facility (e.g. museum, visitor center):

Expected Attendance Monthly/Annually: **N/A**

Percentage of those in attendance that are staying at area hotels/lodging facilities: _____%

Please Submit no later than August 15th to:

City of Seagoville
City Secretary's Office
702 N. Highway 175
Seagoville, TX 75159

(P) (972) 287-2819 (F) (972) 287-3891



Seagoville

CHAMBER OF COMMERCE
INFORMATION



TOURISM BUREAU

109 N Kaufman Street
Seagoville, Texas 75159
(972) 287-5184

Hotel Occupancy Tax Grant Funds

2025 SEAGOFEST

Entertainment	\$5000.00
Staff Costs	\$3200.00
Printing and Signs	\$1600.00
Advertising	\$1600.00
Event Insurance	\$1100.00

\$12,500.00



TO: Mayor and City Council
FROM: Kirk McDaniel, Director of Economic Development
DATE: August 19, 2024
ITEM: 4
DESCRIPTION: Receive an update on parking improvements for Bearden Park.

INTRODUCTION

The purpose of this item is to receive an update for the Bearden Park parking lot improvements.

BACKGROUND

The City of Seagoville previously contracted with Garver LLC, for professional engineering services for Bearden Park parking lot improvement. On June 17, 2024, Pine Tar Sports presented to the City Council with a request for a public private partnership for improvements to Bearden Park. City Staff has gathered additional data on the feasibility of the project, and recommended preparing a formal Request for Proposals for a public private partnership on Bearden Park. The RFP is complete, and is anticipated to be posted on August 20th.

FINANCIAL IMPACT

N/A.

RECOMMENDATION

N/A



Mayoral Proclamation

WHEREAS, PayrollOrg and its more than 20,000 members have launched a nationwide public awareness campaign that pays tribute to the nearly 150 million wage earners in the United States and the payroll professionals who support the American system by paying wages, reporting worker earnings, and withholding federal employment taxes; and

WHEREAS, payroll professionals in Seagoville, TX play a key role in maintaining the economic health of Seagoville, carrying out diverse tasks such as paying into the unemployment insurance system, providing information for child support enforcement, and executing tax withholding, reporting, and depositing; and

WHEREAS, payroll departments collectively spend more than \$2.4 trillion annually complying with myriad federal and state wage and tax laws; and

WHEREAS, payroll professionals have become increasingly proactive in educating both the business community and the public at large about payroll tax withholding systems; and

WHEREAS, payroll professionals meet regularly with federal and state tax officials to discuss improving compliance with government procedures and achieving compliance at lower costs for both government and businesses; and

WHEREAS, Whereas, the week in which Labor Day falls has been proclaimed National Payroll Week;

NOW, THEREFORE, I, Lackey Stepper Sebastian, Mayor of the City of Seagoville, do hereby proclaim September 2-6, 2024 to be

National Payroll Week

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Seagoville to be affixed this 19th day of August 2024.

Lackey Stepper Sebastian, Mayor



TO: Mayor and City Council
FROM: Sara Egan, City Secretary
DATE: August 19, 2024
ITEM: 13
DESCRIPTION: Consider approving the City Council meeting minutes: August 5, 2024.

RECOMMENDATION

Recommend approval of the meeting minutes.

ATTACHMENTS

1. August 5, 2024 Minutes



City of Seagoville

Meeting Minutes

City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, August 5, 2024

6:30 PM

Council Chambers

Present: Mayor Lackey Sebastian, Councilmember Rick Howard, Councilmember Hernandez, Councilmember Harold Magill and Councilmember Allen Grimes

Absent: Mayor Pro Tem Jon Epps

Also present were City Manager Patrick Stallings, Asst. City Attorney Autumn Keefer, and City Secretary Sara Egan.

The City Council of the City of Seagoville met in a Regular Called Meeting on Monday, August 5, 2024, at 6:30 p.m. in the Council Chamber 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 6:32 p.m.

2. Receive a presentation on the 3rd Quarterly Financial Report for Fiscal Year 2024.

Director of Finance Gail French presented the quarterly financial report.

3. Receive an update on parking improvements for Bearden Park.

Director of Economic Development Kirk McDaniel provided the next step for Bearden Park improvements which include working with Purchasing Agent Steven Daggs for a Request for Proposal.

4. Discuss Regular Session agenda items.

There were no questions on Regular Session agenda items.

5. Adjourn

Mayor Sebastian adjourned the Work Session at 6:41 p.m.

REGULAR SESSION – 7:00 PM

6. Call to Order

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

7. Invocation

Councilmember Magill led the invocation.

8. Pledge of Allegiance

City Council led the pledge of allegiance.

9. Mayor's Report

- Clear the Shelters is a nationwide pet adoption and donation campaign led by NBC. This year's campaign is a month-long event from August 10th to September 10th.
- Integrity Urgent Care had their grand opening last week and are open to the community.
- The digital sign for Bruce Central Park was completed and installed last week.
- The CDBG project with Dallas County continues to move forward on Francis St., Altom Ln., and Glenn Rd. Asphalt is expected to be laid in approximately two weeks to complete the street improvements.

10. Citizen's Comments

No one signed up to speak.

Consent Agenda

Councilmember Howard made a motion to approve Consent Agenda items 11-13, seconded by Councilmember Magill. The motion passed (3/1):

Ayes: Councilmember Howard, Councilmember Hernandez, Councilmember Magill

Nays: Councilmember Grimes

11. Consider approving the City Council meeting minutes: July 15, 2024, and July 29, 2024.

12. Consider a Resolution approving and ratifying a contract between the Seagoville Economic Development Corporation and V&K Construction, LLC for provision and installation of a dumpster and dumpster enclosure to serve Seagoville Economic Development Corporation properties located in Downtown Seagoville for a price not to exceed twenty-five thousand two hundred fifty-seven dollars and zero cents (\$25,257.00).

Resolution No. 2024-59

13. Consider a Resolution approving and ratifying a contract between the Seagoville Economic Development Corporation And V&K Construction, LLC for repair, texturing and painting of an exterior wall of the Seagoville Economic Development Corporation property located at 111 N. Kaufman Street for a price not to exceed twenty-two thousand one hundred eighty-seven dollars and fifty cents (\$22,187.50).

Resolution No. 2024-60

Regular Agenda

14. Discuss and consider a Resolution approving a Public Improvement District Policy.

Mr. McDaniel explained this is a baseline policy considering existing PIDs.

Councilmember Hernandez made a motion to approve item 14 seconded by Councilmember Grimes. The motion passed by a unanimous vote (4/0).

Resolution No. 2024-61

15. Discuss and consider a Resolution approving and accepting the Conveyance of Existing Facilities and Assignment of Warranties by Seagoville Laguna Azure, LLC related to Santorini Public Improvement District Improvement Area #1 and Major Improvements; authorizing the City Manager to accept and execute the same; directing that the conveyance document be recorded in the land records of Kaufman County, Texas.

Mr. McDaniel explained this conveyance is to accept the public infrastructure that is completed to start the reimbursement process with the developer for those improvements.

City Manager Pat Stallings added the reimbursement funds are bond monies.

Councilmember Magill made a motion to approve item 15 seconded by Councilmember Grimes. The motion passed by a unanimous vote (4/0).

Resolution No. 2024-62

16. Discuss and consider a Resolution approving a Professional Services Agreement with Azavar Audit Solutions, Inc.; authorizing the City Manager to execute the agreement and any other related and necessary documents.

Ms. French explained this service agreement is for the auditing of franchise fees and other uses for a period of three years.

Councilmember Hernandez inquired about the arbitration location, interest on late payments of franchise fees and other uses, percentages paid to Azavar Audit Solutions, Inc.

Councilmember Hernandez made a motion to table item 16 to the next meeting seconded by Councilmember Magill. The motion passed by a unanimous vote (4/0).

17. Discuss and consider a Resolution approving the terms and conditions of an Agreement, by and between the City of Seagoville and Bureau Veritas North America, Inc. for provision of plan review and inspection services for the city on a task order basis; authorizing the City Manager to execute said agreement.

Director of Community Development Bill Medina briefed City Council on the need to have a third party assist with existing plan review and inspection demands.

Councilmember Howard made a motion to approve item 17 seconded by Councilmember Grimes. The motion passed by a unanimous vote (4/0).

Resolution No. 2024-63

18. Items of community interest and councilmember reports.

Councilmember Magill presented the USPS letter to be sent to Congressman Lance Gooden advocating for a USPS location within city limits.

Mayor Sebastian recessed the Regular Session at 7:17 p.m. to convene into Executive Session.

EXECUTIVE SESSION

The City Council convened into closed Executive Session pursuant to:

19. Texas Govt. Code Section 551.071 Consult with Attorney, to seek legal advice related to: The North Texas Municipal Water District

Mayor Sebastian adjourned the Executive Session at 7:46 p.m.

REGULAR SESSION

Mayor Sebastian reconvened the Regular Session at 7:48 p.m.

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

There was no action taken.

21. Discuss future agenda items.

There were no future agenda items.

22. Adjourn

There being no further business before the City Council, the meeting adjourned at 7:49 p.m.

APPROVED:

ATTEST:

Lackey Stepper Sebastian, Mayor

Sara Egan, City Secretary



TO: Mayor and City Council
FROM: Cindy D Brown, Assistant City Manager
DATE: August 19, 2024
ITEM: 14
DESCRIPTION: Consider a Resolution approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division; and authorizing the City Manager to execute related documents.

INTRODUCTION

This agenda item is to discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, approving the negotiated settlement between ATMOS Cities Steering Committee and ATMOS Energy Corp, Mid-Tex Division.

BACKGROUND

The City, along with 181 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division ("Atmos Mid-Tex" or "Company"), is a member of the Atmos Cities Steering Committee ("ACSC"). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism ("RRM"), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2024, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2023, entitled it to additional system-wide revenues of \$196.8 million.

RECOMMENDATION

The Executive Committee recommends a settlement at \$164.7 million, which is \$32.1 less than the Company's initial request. The Effective Date for new rates is October 1, 2024. ACSC members should take action approving the Resolution before September 30, 2024.

ATTACHMENTS

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2024 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHMENT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the City of Seagoville, Texas (“City”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the City is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the City in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2024, Atmos Mid-Tex filed its 2024 RRM rate request with ACSC Cities based on a test year ending December 31, 2023; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2024 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$164.7 million on a system-wide basis with an Effective Date of October 1, 2024; and

WHEREAS, ACSC agrees that Atmos’ plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the attached tariffs (Attachment 1) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Attachment 2); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC’s reasonable expenses associated with RRM applications.

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

SECTION 1. That the findings set forth in this Resolution are hereby in all things approved.

SECTION 2. That, without prejudice to future litigation of any issue identified by ACSC, the City Council finds that the settled amount of an increase in revenues of \$164.7 million on a system-wide basis represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex’s 2024 RRM filing, is in the public interest, and is consistent with the City’s authority under Section 103.001 of the Texas Utilities Code.

SECTION 3. That despite finding Atmos Mid-Tex’s plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

SECTION 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Attachment 1, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$164.7 million on a system-wide basis, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

SECTION 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex’s next RRM filing shall be as set forth on Attachment 2, attached hereto and incorporated herein.

SECTION 6. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company’s 2024 RRM filing.

SECTION 7. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

SECTION 8. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

SECTION 9. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

SECTION 10. That consistent with the City Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after October 1, 2024.

SECTION 11. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, BY A VOTE OF ___ TO ___, ON THIS THE 19TH DAY OF AUGUST, 2024.

Ferney Lackey Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Autumn Keefer, Asst. City Attorney

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 22.95 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 23.00 per month
Commodity Charge – All <u>Ccf</u>	\$0.58974 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2024.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 81.75 per month
Rider CEE Surcharge	\$ 0.00 per month ¹
Total Customer Charge	\$ 81.75 per month
Commodity Charge – All Ccf	\$ 0.19033 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2024.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 200 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 200 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,587.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.6553 per MMBtu
Next 3,500 MMBtu	\$ 0.4799 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1029 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

Presumption of Plant Protection Level

For service under this Rate Schedule, plant protection volumes are presumed to be 10% of normal, regular, historical usage as reasonably calculated by the Company in its sole discretion. If a customer believes it needs to be modeled at an alternative plant protection volume, it should contact the company at mdtx-div-plantprotection@atmosenergy.com.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,587.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.6553 per MMBtu
Next 3,500 MMBtu	\$ 0.4799 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.1029 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

- Where
- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
 - $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
 - R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
 - HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
 - NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
 - ADD = billing cycle actual heating degree days.
 - BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 10/01/2024	

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	9.52	0.1526	88.98	0.7485
Austin	8.87	0.1343	213.30	0.9142
Dallas	12.38	0.2024	185.59	1.0974
Waco	8.71	0.1219	130.62	0.7190
Wichita Falls	10.20	0.1394	117.78	0.6435

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

ATMOS ENERGY CORP., MID-TEX DIVISION
MID-TEX RATE REVIEW MECHANISM
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2023

Line No.	Description (a)	Shared Services		Mid-Tex Direct			Adjustment Total (g)
		Pension Account Plan (b)	Post-Employment Benefit Plan (c)	Pension Account Plan (d)	Post-Employment Benefit Plan (e)	Supplemental Executive Benefit Plan (f)	
1	Proposed Benefits Benchmark - Fiscal Year 2024 Willis Towers Watson Report as adjusted	\$ 1,402,365	\$ (1,146,665)	\$ 2,186,549	\$ (4,070,086)	\$ 278,107	
2	Allocation Factor	45.93%	45.93%	82.00%	82.00%	100.00%	
3	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)	\$ 644,172	\$ (526,717)	\$ 1,792,929	\$ (3,337,394)	\$ 278,107	
4	O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%	
5	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4)	\$ 644,172	\$ (526,717)	\$ 1,792,929	\$ (3,337,394)	\$ 278,107	\$ (1,148,903)
6							
7	O&M Expense Factor (WP_F-2.3, Ln 2)	81.70%	81.70%	38.85%	38.85%	11.24%	
8							
9	Summary of Costs to Approve:						
10	Total Pension Account Plan	\$ 526,315		\$ 696,536			\$ 1,222,851
11	Total Post-Employment Benefit Plan		\$ (430,349)		\$ (1,296,547)		(1,726,896)
12	Total Supplemental Executive Benefit Plan					\$ 31,256	31,256
13	Total (Ln 10 + Ln 11 + Ln 12)	\$ 526,315	\$ (430,349)	\$ 696,536	\$ (1,296,547)	\$ 31,256	\$ (472,789)



TO: Mayor and City Council

FROM: Christine Wirth, Support Services Manager

DATE: August 19, 2024

ITEM: 15

DESCRIPTION: Consider a Resolution approving an interlocal agreement with the North Central Texas Emergency Communications District for communications infrastructure use at 600 N. U.S. Hwy 175 in the City; and authorizing the City Manager to execute the agreement.

INTRODUCTION

Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the City Manager to execute an Interlocal Agreement with the North Central Texas Emergency Communications District for regional 9-1-1 for Communications Infrastructure Use

BACKGROUND

The City Council recognizes the mutual benefits of cooperative Interlocal Agreements between North Central Texas Emergency Communications District hereinafter referred to as "NCT9-1-1" and the City of Seagoville. NCT9-1-1 is authorized to install telecommunication equipment on telecommunication tower on selected site, Seagoville Police Department, 600 N Hwy 175, Seagoville, TX 75159. The purpose of the equipment and tower is to provide a backup service for the Departments 911 communications services. The City Council deems entering into the interlocal agreement to be in the best interest of the citizens of the City of Seagoville and thus desires to authorize the City Manager to execute the Interlocal Agreement with the North Central Texas Emergency Communications District for emergency 9-1-1 service and equipment via DocuSign.

Based on the foregoing, staff is recommending the City Council authorizing the City Manager to execute the Interlocal Agreement with the North Central Texas Emergency Communications District for Communications Infrastructure Use.

FINANCIAL IMPACT

N/A

ATTACHMENTS

1. Resolution
2. ILA

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2024

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT FOR COMMUNICATIONS INFRASTRUCTURE USE AT 600 N. U.S. HWY 175 IN THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the mutual benefits of cooperative Interlocal Agreements between units of government and Councils of Government; and

WHEREAS, the North Central Texas Emergency Communications District (“NCT9-1-1”) desires to install telecommunications equipment on a telecommunications tower owned by the City and located at 600 N. U.S. Hwy 175; and

WHEREAS, the installation of the NCT9-1-1 equipment will benefit the City of Seagoville Police Department; and

WHEREAS, the City Council deems entering into an interlocal agreement with NCT9-1-1 to allow placement of the equipment on the City’s telecommunications tower located at 600 N. U.S. Hwy 175 to serve the health, safety and general welfare and be in the best interest of the citizens of the City of Seagoville;

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

Section 1. The Interlocal Agreement for Communications Infrastructure Use with North Central Texas Emergency Communications District related to the City’s telecommunications tower located at 600 N. U.S. Hwy 175 in the City of Seagoville, attached hereto and incorporated herein by this reference as Exhibit “A,” is hereby approved.

Section 2. The City Manager is hereby authorized to execute the Interlocal Agreement in substantially the form of that attached hereto as Exhibit “A” along with any other necessary and related documents.

Section 3. All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of the resolution be, and the same are hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

Section 4. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or

holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

Section 5. This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this ____ day of August, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Autumn Keefer, Asst. City Attorney

EXHIBIT "A"
Interlocal Agreement with NCT9-1-1 re: 600 N. U.S. Hwy 175
(To be attached)

4862-9471-5860, v. 1



AGREEMENT FOR COMMUNICATIONS INFRASTRUCTURE USE

THIS AGREEMENT ("Agreement"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the North Central Texas Emergency Communications District hereinafter referred to as "NCT9-1-1," having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and The City of Seagoville, hereinafter referred to as "Participant," having its principal place of business at 702 North Highway 175, Seagoville, TX 75159.

WHEREAS, NCT9-1-1 is a political subdivision of the State of Texas operating under Chapter 792, Texas Health and Safety Code; and

WHEREAS, pursuant to the Act, NCT9-1-1 is authorized to contract with eligible entities to perform governmental functions and services, including the operation, management, and facilitation of emergency communication services in North Texas; and

WHEREAS, in reliance on such authority, NCT9-1-1, as part of its 9-1-1 Program, has contracted to install telecommunication equipment on telecommunication towers on selected sites throughout North Texas, many of which sites are located on property owned/leased by other local governments; and

WHEREAS, Participant has agreed to allow for the location of such equipment on a Participant-owned telecommunications tower and has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement on _____ (Date) and that it desires to contract with NCT9-1-1 on the terms set forth below.

NOW, THEREFORE, NCT9-1-1 and the Participant do hereby agree as follows:

ARTICLE I: LEGAL AUTHORITY

The Participant represents and warrants to NCT9-1-1 that it is eligible to contract with NCT9-1-1 under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: DESCRIPTION OF PROJECT

NCT9-1-1 agrees to install at its expense various telecommunication equipment on a telecommunications tower owned by Participant at the location described on **Exhibit A**. The description of the equipment, including height, design, and materials is set forth on **Exhibit B**. Installation shall commence no later than _____ (Date) unless otherwise agreed by the parties. NCT9-1-1 agrees during the term hereof to maintain the equipment and related facilities at its sole expense. The equipment shall at all times be exclusively owned by NCT9-1-1.

ARTICLE 3: TOWER; INSURANCE

Participant shall at all times maintain adequate insurance on the telecommunications tower and all related facilities owned by Participant and NCT9-1-1 shall at all times maintain adequate insurance on the equipment and all related facilities owned by NCT9-1-1. If Participant elects to move the location of the telecommunications tower, Participant must consider effects on 9-1-1 services as relocation may remove the Participant from redundant 9-1-1 service rings. All reasonable and necessary costs associated with removal and/or relocation of NCT9-1-1 equipment necessitated by a decision of Participant shall be the responsibility of the Participant.

ARTICLE 4: TERM

This Agreement shall be effective on the Effective Date shown below and shall remain in full force and effect for ten



(10) years. This Agreement shall automatically renew for successive five (5) year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below. Upon termination of this Agreement NCT9-1-1 shall be responsible at its expense for removing the equipment and all related facilities from the tower site.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law, or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 6: TERMINATION PROCEDURES

NCT9-1-1 or the Participant may terminate this Agreement for cause provided written notice is provided to the other party specifying the nature of the cause and allowing the defaulting party six (6) months' time to cure any alleged default under the Agreement. If the default is not cured, this Agreement will terminate upon thirty (30) days written notice by certified mail to the other party. The parties may also terminate this Agreement by mutual written agreement. In the event of termination by NCT9-1-1 for default by Participant, NCT9-1-1 shall be entitled to reimbursement from Participant for all reasonable and necessary expenses incurred in removing and relocating the equipment. In the event of termination by Participant for default by NCT9-1-1 or termination under Article 7 of this Agreement, NCT9-1-1 shall be responsible for all costs incurred in removing and relocating the equipment.

ARTICLE 7: AVAILABILITY OF FUNDING

Except for tort or tort-related claims, this Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds which are received from the funding agencies by NCT9-1-1 and that are dedicated for the purposes of this Agreement. NCT9-1-1 will give prompt written notice to Participant in the event NCT9-1-1 loses funding. In the event NCT9-1-1 loses funding, Participant and NCT9-1-1 shall immediately terminate this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Dallas County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.
- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is



removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.
- g. NCT911 shall have the right to enter the premises on a 24-hour, seven day per week basis to exercise its rights under this Agreement, subject to limited restrictions as may be reasonably imposed by Participant.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Emergency Communications District
616 Six Flags Drive
Arlington, Texas 76011

NCT9-1-1 Executive Director or Designee

Signature of Executive Director or Designee

Date

Participant

City of Seagoville, Texas

702 N. Hwy 175

Seagoville Texas 75159

Patrick Stallings, City Manager

Name and Title of Authorized Official or Designee

Signature of Authorized Official or Designee

Date



Effective Date

EXHIBIT A

(Legal Description of Tower location)

600 N US Hwy 175, Seagoville, TX 75159

EXHIBIT B
(Equipment Description)



TO: Mayor and City Council

FROM: Christine Wirth, Support Services Manager

DATE: August 19, 2024

ITEM: 16

DESCRIPTION: Consider a Resolution approving an interlocal agreement with the North Central Texas Emergency Communications District for communications infrastructure use at 203 N. Peck Street in the City; and authorizing the City Manager to execute the agreement.

INTRODUCTION

Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the City Manager to execute an Interlocal Agreement with the North Central Texas Emergency Communications District for regional 9-1-1 for Communications Infrastructure Use

BACKGROUND

The City Council recognizes the mutual benefits of cooperative Interlocal Agreements between North Central Texas Emergency Communications District hereinafter referred to as "NCT9-1-1" and the City of Seagoville. NCT9-1-1 is authorized to install telecommunication equipment on telecommunication tower on selected site, 203 N Peck Seagoville, TX 75159. The purpose of the equipment and tower is to provide a backup service for the Departments 911 communications services. The City Council deems entering into the interlocal agreement to be in the best interest of the citizens of the City of Seagoville and thus desires to authorize the City Manager to execute the Interlocal Agreement with the North Central Texas Emergency Communications District for emergency 9-1-1 service and equipment via DocuSign.

Based on the foregoing, staff is recommending the City Council authorizing the City Manager to execute the Interlocal Agreement with the North Central Texas Emergency Communications District for Communications Infrastructure Use.

FINANCIAL IMPACT

N/A

ATTACHMENTS

- 1. Resolution
- 2. ILA

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2024

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH THE NORTH CENTRAL TEXAS EMERGENCY COMMUNICATIONS DISTRICT FOR COMMUNICATIONS INFRASTRUCTURE USE AT 203 N. PECK STREET IN THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the mutual benefits of cooperative Interlocal Agreements between units of government and Councils of Government; and

WHEREAS, the North Central Texas Emergency Communications District (“NCT9-1-1”) desires to install telecommunications equipment on a telecommunications tower owned by the City and located at 203 N. Peck Street; and

WHEREAS, the installation of the NCT9-1-1 equipment will benefit the City of Seagoville Police Department; and

WHEREAS, the City Council deems entering into an interlocal agreement with NCT9-1-1 to allow placement of the equipment on the City’s telecommunications tower located at 203 N. Peck Street to serve the health, safety and general welfare and be in the best interest of the citizens of the City of Seagoville;

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

Section 1. The Interlocal Agreement for Communications Infrastructure Use with North Central Texas Emergency Communications District related to the City’s telecommunications tower located at 203 N. Peck Street in the City of Seagoville, attached hereto and incorporated herein by this reference as Exhibit “A,” is hereby approved.

Section 2. The City Manager is hereby authorized to execute the Interlocal Agreement in substantially the form of that attached hereto as Exhibit “A” along with any other necessary and related documents.

Section 3. All resolutions of the City of Seagoville heretofore adopted which are in conflict with the provisions of the resolution be, and the same are hereby repealed, and all resolutions of the City of Seagoville not in conflict with the provisions hereof shall remain in full force and effect.

Section 4. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or

holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

Section 5. This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this ____ day of August, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Autumn Keefer, Asst. City Attorney

EXHIBIT "A"
Interlocal Agreement with NCT9-1-1 re: 203 N. Peck Street
(To be attached)

4881-2657-7876, v. 1



AGREEMENT FOR COMMUNICATIONS INFRASTRUCTURE USE

THIS AGREEMENT ("Agreement"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the North Central Texas Emergency Communications District hereinafter referred to as "NCT9-1-1," having its principal place of business at 616 Six Flags Drive, Arlington, TX 76011, and The City of Seagoville, hereinafter referred to as "Participant," having its principal place of business at 702 North Highway 175, Seagoville, TX 75159.

WHEREAS, NCT9-1-1 is a political subdivision of the State of Texas operating under Chapter 792, Texas Health and Safety Code; and

WHEREAS, pursuant to the Act, NCT9-1-1 is authorized to contract with eligible entities to perform governmental functions and services, including the operation, management, and facilitation of emergency communication services in North Texas; and

WHEREAS, in reliance on such authority, NCT9-1-1, as part of its 9-1-1 Program, has contracted to install telecommunication equipment on telecommunication towers on selected sites throughout North Texas, many of which sites are located on property owned/leased by other local governments; and

WHEREAS, Participant has agreed to allow for the location of such equipment on a Participant-owned telecommunications tower and has represented that it is an eligible entity under the Act, that its governing body has authorized this Agreement on _____(Date) and that it desires to contract with NCT9-1-1 on the terms set forth below.

NOW, THEREFORE, NCT9-1-1 and the Participant do hereby agree as follows:

ARTICLE I: LEGAL AUTHORITY

The Participant represents and warrants to NCT9-1-1 that it is eligible to contract with NCT9-1-1 under the Act for the purposes recited herein because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and it possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: DESCRIPTION OF PROJECT

NCT9-1-1 agrees to install at its expense various telecommunication equipment on a telecommunications tower owned by Participant at the location described on **Exhibit A**. The description of the equipment, including height, design, and materials is set forth on **Exhibit B**. Installation shall commence no later than _____(Date) unless otherwise agreed by the parties. NCT9-1-1 agrees during the term hereof to maintain the equipment and related facilities at its sole expense. The equipment shall at all times be exclusively owned by NCT9-1-1.

ARTICLE 3: TOWER; INSURANCE

Participant shall at all times maintain adequate insurance on the telecommunications tower and all related facilities owned by Participant and NCT9-1-1 shall at all times maintain adequate insurance on the equipment and all related facilities owned by NCT9-1-1. If Participant elects to move the location of the telecommunications tower, Participant must consider effects on 9-1-1 services as relocation may remove the Participant from redundant 9-1-1 service rings. All reasonable and necessary costs associated with removal and/or relocation of NCT9-1-1 equipment necessitated by a decision of Participant shall be the responsibility of the Participant.

ARTICLE 4: TERM

This Agreement shall be effective on the Effective Date shown below and shall remain in full force and effect for ten



(10) years. This Agreement shall automatically renew for successive five (5) year terms unless sooner terminated in accordance with Article 6 below. Any modification of this Agreement must comply with the requirements of Article 5 below. Upon termination of this Agreement NCT9-1-1 shall be responsible at its expense for removing the equipment and all related facilities from the tower site.

ARTICLE 5: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by both parties, except that any alternations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law, or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 6: TERMINATION PROCEDURES

NCT9-1-1 or the Participant may terminate this Agreement for cause provided written notice is provided to the other party specifying the nature of the cause and allowing the defaulting party six (6) months' time to cure any alleged default under the Agreement. If the default is not cured, this Agreement will terminate upon thirty (30) days written notice by certified mail to the other party. The parties may also terminate this Agreement by mutual written agreement. In the event of termination by NCT9-1-1 for default by Participant, NCT9-1-1 shall be entitled to reimbursement from Participant for all reasonable and necessary expenses incurred in removing and relocating the equipment. In the event of termination by Participant for default by NCT9-1-1 or termination under Article 7 of this Agreement, NCT9-1-1 shall be responsible for all costs incurred in removing and relocating the equipment.

ARTICLE 7: AVAILABILITY OF FUNDING

Except for tort or tort-related claims, this Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited to the receipt and availability of funds which are received from the funding agencies by NCT9-1-1 and that are dedicated for the purposes of this Agreement. NCT9-1-1 will give prompt written notice to Participant in the event NCT9-1-1 loses funding. In the event NCT9-1-1 loses funding, Participant and NCT9-1-1 shall immediately terminate this Agreement.

ARTICLE 8: DISPUTE RESOLUTION

The parties to this Agreement agree to the extent possible and not in contravention of any applicable state or federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation before resorting to litigation.

ARTICLE 9: MISCELLANEOUS

- a. This Agreement has been made under and shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Agreement shall lie exclusively in Dallas County, Texas.
- b. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- c. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.
- d. All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.
- e. To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is



removed; provided, however, force majeure shall not excuse an obligation solely to pay funds.

- f. This Agreement and any attachments/addendums, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.
- g. NCT911 shall have the right to enter the premises on a 24-hour, seven day per week basis to exercise its rights under this Agreement, subject to limited restrictions as may be reasonably imposed by Participant.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

North Central Texas Emergency Communications District
616 Six Flags Drive
Arlington, Texas 76011

NCT9-1-1 Executive Director or Designee

Signature of Executive Director or Designee

Date

Participant

Name of Entity City of Seagoville, Texas

Mailing Address 702 N.Hwy 175

City, State, Zip Code Seagoville Texas 75159

Patrick Stallings, City Manager

Name and Title of Authorized Official or Designee

Signature of Authorized Official or Designee

Date

Effective Date

EXHIBIT A
(Legal Description of Tower location)
203 N Peck St, Seagoville, TX 75159

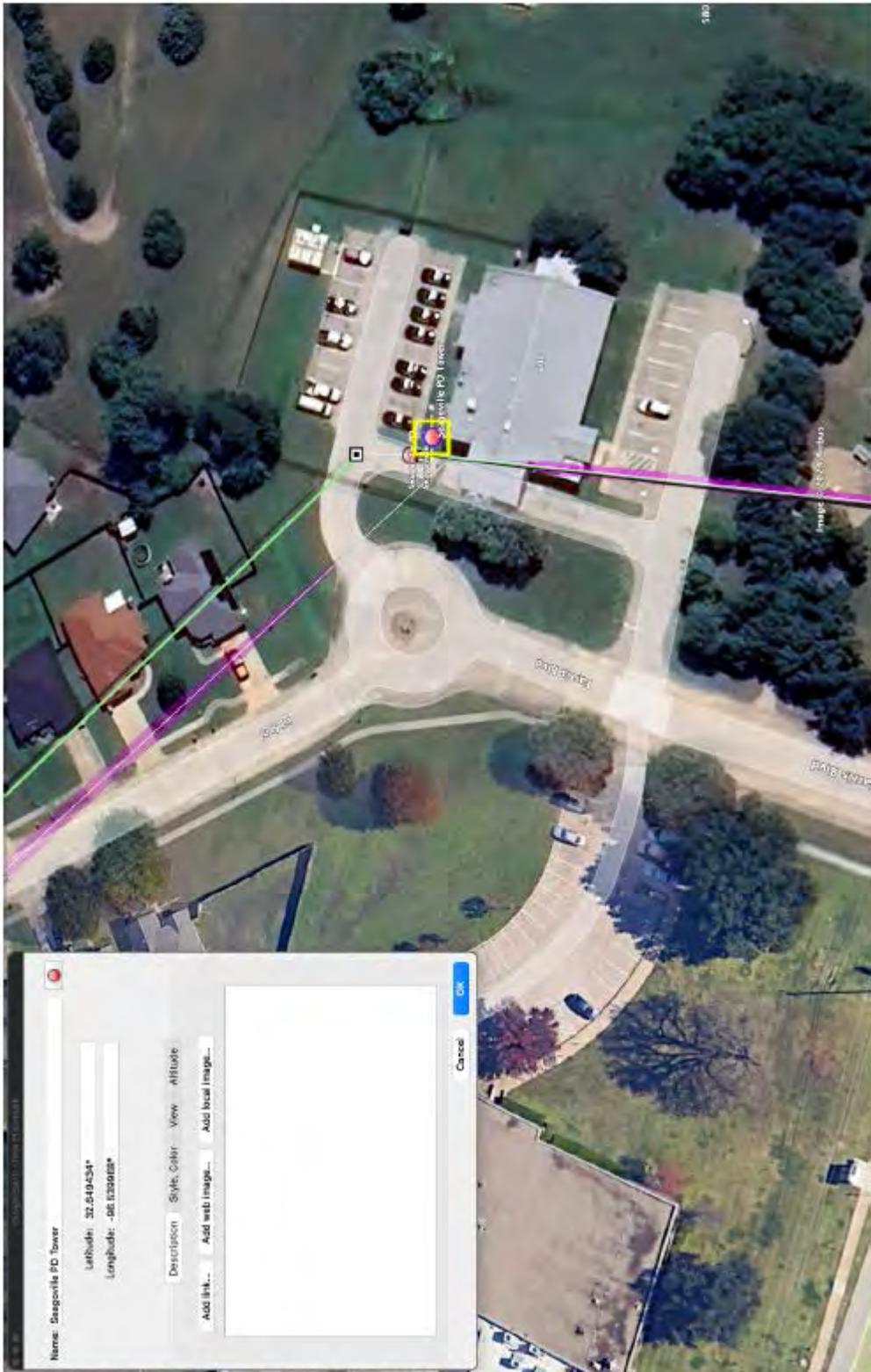
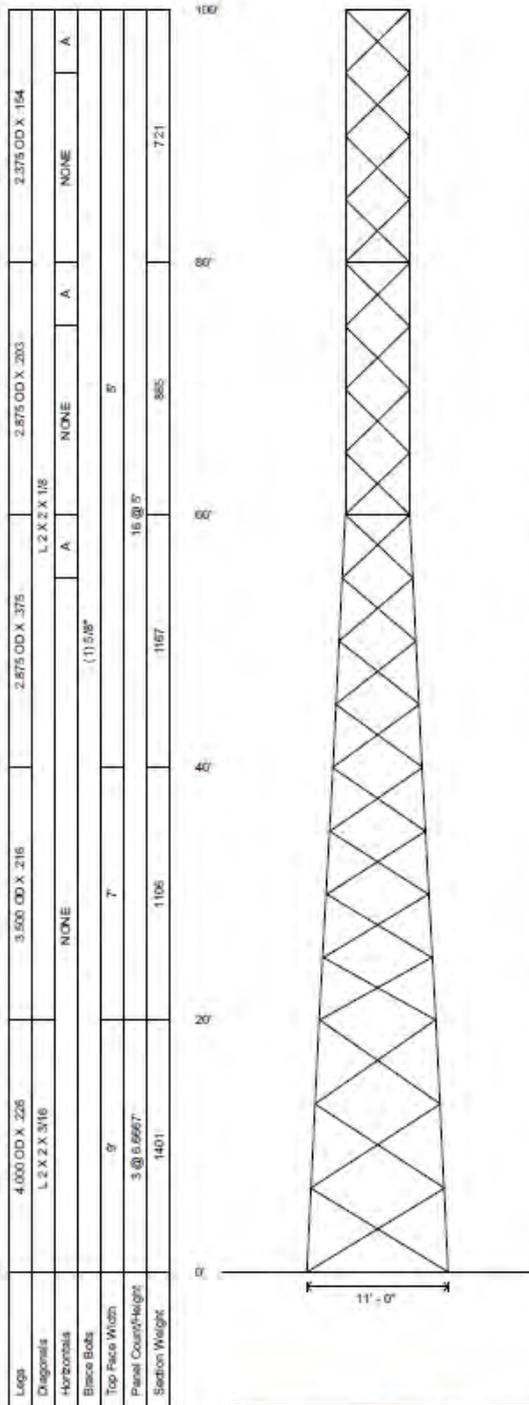


EXHIBIT B
(Equipment Description)



Design Criteria - ANSI/TIA-222-H

Wind Speed (No Ice)	105 mph
Wind Speed (Ice)	30 mph
Design Ice Thickness	1.50 in
Risk Category	B
Exposure Category	C
Topographic Factor Procedure	Method 1 (Simplified)
Topographic Category	1
Ground Elevation	43.8 ft
Seismic Importance Factor, I_e	1.00
0.2-sec Spectral Response, S_a	0.094 g
1-sec Spectral Response, S_1	0.054 g
Site Class	D (DEFAULT)
Seismic Design Category	B
Basic Seismic Force-Resisting System	Telecommunication Tower (Tuss: Steel)

Base Reactions - Wind/Ice

Total Foundation		Individual Footing	
Shear (kips)	11.49	Shear (kips)	7.2
Axial (Kips)	25.66	Compression (Kips)	87
Moment (ft-kips)	858	Uplift (Kips)	86

Base Reactions - Seismic

Total Foundation		Individual Footing	
Shear (kips)	0.5	Shear (kips)	0.77
Axial (Kips)	18.75	Compression (Kips)	11
Moment (ft-kips)	44	Uplift (Kips)	0

Material List

Display	Value
A	L 2 X 2 X 1/8

Notes

- 1) All legs are A500 (50 ksi Min. Yield).
- 2) All braces are A572 Grade 50.
- 3) All brace bolts are A325-X.
- 4) The tower model is S3TL Series HD1.
- 5) Transmission lines are to be attached to standard 6 hole waveguide ladders.
- 6) Azimuths are relative (not based on true north).
- 7) Foundation loads shown are maximums.
- 8) All unequal angles are oriented with the short leg vertical.
- 9) Weights shown are estimates. Final weights may vary.
- 10) Tower Rating: 93.13%
- 11) This structure has been designed with a 250% increase in antenna and line loading.
- 12) No grout is required under the base plates.

 <p>Sabre Industries INNOVATION BEYOND</p>	<p>Sabre Industries 7101 Southridge Drive P.O. Box 856 Stark City, IA 51102-0856 Phone: 712.239-8946 Fax: (712) 276-8114</p>	<p>Job: 543008A</p>
	<p>Information contained herein is the sole property of Sabre Communications Corporation, and shall be used solely as defined by laws (Code 26.158) and shall not be reproduced, copied or used in whole or part for any purpose whatsoever, without the prior written consent of Sabre Communications Corporation.</p>	<p>Customer: JTS INC</p> <p>Site Name: Soa.gov/ib, TX</p> <p>Description: 100' S3TL</p> <p>Date: 6/20/2024 By: APB</p>

Designed Appurtenance Loading

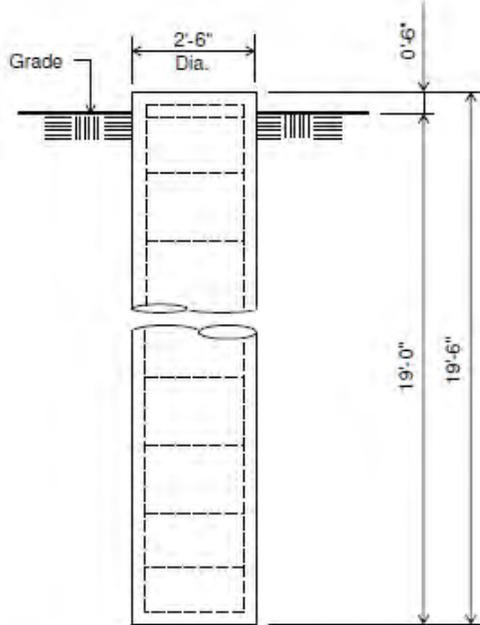
Elev	Description	Tx-Line	Elev	Description	Tx-Line
100	(2) Lag Dish Mount		90	(1) 2' H.P. Dish	(1) CAT 6
100	(2) 6' H.P. Dish	(2) 3/8"	70	Lag Dish Mount	
90	Lag Dish Mount		70	(1) 2' H.P. Dish	(1) CAT 6

 <p>Sabre Industries INNOVATION DELIVERED</p> <p><small>Information contained herein is the sole property of Sabre Communications Corporation, constitutes a trade secret as defined by Texas Code of Civil Procedure, and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Communications Corporation.</small></p>	<p>Sabre Industries 7101 Southbridge Drive P.O. Box 698 Sugar City, IA 51104-0698 Phone: 515.281-4949 Fax: 515.214-9414</p>	<p>Job: 543008A</p> <p>Customer: JT'S INC</p> <p>Site Name: Seagoville, TX</p> <p>Description: 100' S3TL</p> <p>Date: 6/20/2024 By: ARH</p>
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Page 1

Customer: JTS INC
Site: Seagoville, TX

100 ft. Model S3TL Series HD1 Self Supporting Tower



ELEVATION VIEW

(3.5 cu. yds.)
(3 REQUIRED; NOT TO SCALE)

Notes:

- 1) Concrete shall have a minimum 28-day compressive strength of 4,500 psi, in accordance with ACI 318-14.
- 2) Rebar to conform to ASTM specification A615 Grade 60.
- 3) All rebar to have a minimum of 3" concrete cover.
- 4) All exposed concrete corners to be chamfered 3/4".
- 5) The foundation design is based on the geotechnical report by GEOTEX Engineering, project no. G23-2146, dated June 13, 2024.
- 6) See the geotechnical report for drilled pier installation requirements, if specified.
- 7) The bottom anchor bolt template shall be positioned as closely as possible to the bottom of the anchor bolts.

Rebar Schedule per Pier	
Pier	(6) #7 vertical rebar w/ #4 ties, two (2) within top 5" of pier then 12" C/C
Anchor Bolts per Leg	
	(4) 1" dia. x 51" F1554-105 on a 9" B.C. w/ 7" max. projection above concrete.

Information contained herein is the sole property of Sabre Industries, constitutes a trade secret as defined by Iowa Code Ch. 550 and shall not be reproduced, copied or used in whole or part for any purpose whatsoever without the prior written consent of Sabre Industries.

7101 Southbridge Dr - P.O. Box 658 - Sioux City, IA 51102-0658 - Phone 712.258.6690 - Fax 712.258.8250

DATE

4889-7736-6228, v. 1



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: August 19, 2024
ITEM: 17
DESCRIPTION: Consider a Resolution approving an agreement for professional engineering services on a task order basis with Halff Associates, Inc. for assistance with the City's Storm Water Management Plan Permit as set forth in Exhibit "A" and task order authorization Attachment "A", in an amount not to exceed sixty five thousand dollars and zero cents (\$65,000.00); authorizing the City Manager to execute said agreement.

INTRODUCTION

The purpose of this item is to provide the Public Works Department with assistance with the storm water management plan Permit.

BACKGROUND

The City of Seagoville has contracted with HALFF Associates, Inc., for its Storm Water Maintenance Plan Permit. The services of a full-time engineer are not feasible at this point; however, staff finds it necessary many times throughout the year to consult with various professionals to ensure the best possible service for our community is provided. Approval of this Agenda Item, will ensure that staff will have the ability to consult with extremely competent engineering professionals in Storm water to ensure that we make the best possible decisions for our residents, businesses, and visitors to our community.

FINANCIAL IMPACT

Approved FY2024-25 Budget \$65,000.00 for Storm Water Management Permit.

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Resolution
2. Professional Service Agreement - Halff Associates Inc.

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS FOR ASSISTANCE WITH THE CITY'S STORM WATER MANAGEMENT PLAN PERMIT AS SET FORTH IN EXHIBIT "A" IN AN AMOUNT NOT TO EXCEED SIXTY FIVE THOUSAND DOLLARS AND ZERO CENTS (\$65,000.00); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Half Associates, Inc., ("Engineer") provides professional engineering services to the City of Seagoville ("City") on an "as needed" or "task order" basis as determined by the City; and

WHEREAS, City is in need of assistance with various aspects of its Storm Water Management Plan Permit; and

WHEREAS, Engineer has provided a proposal for professional engineering services arelated to the City's Storm Water Management Plan Permit; and

WHEREAS, the City Council for the City of Seagoville, Texas finds it to be in the best interest of the City of Seagoville to approve a Professional Services Agreement with Half Associates, Inc for engineering services as set forth in Half's proposal in an amount not to exceed Sixty Five Thousand Dollars and no cents (\$65,000.00), and to authorize the City Manager to execute the same;

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

Section 1. The City Council hereby approves the Professional Services Agreement with Half Associates, Inc. for provision of professional engineering services related to the City's Storm Water Management Plan Permit in substantially the form of that attached hereto and incorporated herein by this reference as Exhibit "A," in an amount not to exceed Sixty Five Thousand Dollars and no cents (\$65,00.00) and hereby authorizes the City Manager to execute said Agreement.

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

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

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

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this 19th day of August, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
4855-3965-5896, v. 1

EXHIBIT A
Professional Services Agreement with Half
[to be attached]

4855-3965-5896, v. 1

STATE OF TEXAS §
 § **AGREEMENT FOR PROFESSIONAL SERVICES**
COUNTY OF DALLAS §

This Agreement for Professional Services (“Agreement”) is made by and between the City of Seagoville, Texas (“City”) and Half Associates, Inc. (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist the City in relation to its storm water management plan permit project (the “Project”) on the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term; Termination

1.1 **Term.** This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 **Termination.** Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II
Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services with: (i) the professional skill and care ordinarily provided by competent architects or engineers, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect or engineer, as the case may be. If the

Professional is not a licensed engineer or registered architect, the Professional shall perform the services: (i) with the skill and care ordinarily provided by similar professionals practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent professionals.

2.2 The City shall, prior to commencement of services, provide the Professional with the information set forth in the Scope of Services, if any.

2.3 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.4 Information/Confidentiality. City will furnish to Professional such information with respect to the Project as Professional may reasonably request in order to render Professional's services effectively. Professional will hold in strict confidence all information with respect to the Project which is furnished to Professional by City in confidence, and which is not otherwise publicly available and/or not required, as a matter of law or proper business practice, to be disclosed to a third party in connection with the services for the Project.

2.5 Deliverables. Upon execution of this Agreement, the City has the right to use the Professional's reports, maps, recommendations, or other deliverables for the Project. Professional shall, upon completion of the services, or earlier termination, provide the City with the deliverables, drawings, reports, and materials prepared by Professional as set forth in the Scope of Services.

2.6 Conflict of Interest. Professional agrees to notify City and seek City's approval prior to Professional's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Professional's services under this Agreement. City may deny any such approval for Professional's retention set forth above, in the event City, in City's sole and absolute discretion, should conclude that such retention would have an adverse effect on Professional's services under this Agreement.

2.7 Opinion of Probable Costs. Professional will, if required by the Scope of Services, furnish an opinion of probable Project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by Professional hereunder will be made on the basis of Professional's cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining their prices.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in Exhibit "B" attached hereto and incorporated herein by this reference, up to a maximum (not to exceed) of \$65,000.00. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet, and email charges.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder, and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Professional shall furnish the facilities, equipment, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

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

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

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

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

6.8 Right-of-Access. The Professional shall not enter onto private property without lawful right-of-access to perform required surveys, or other necessary investigations. The

Professional will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail or courier to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: Pat Stallings
City Manager
City of Seagoville, Texas
702 US-175 Frontage Rd
Seagoville, Texas 75159

With a copy to:

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

If intended for Professional:

Attn: _____
Halff Associates, Inc.

6.10 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a commercial general liability policy of insurance for bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than

\$2,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors, consultants and employees in the performance of services pursuant to this Agreement.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Professional shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall, within ten (10) business days after written request, provide the City with certificates of insurance and policy endorsements for the insurance required herein.

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, Professional verifies that Professional and its principals under this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, that neither Professional nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas, or any of its departments or agencies.

- (b) If, during the term of this Agreement, Professional becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Professional shall immediately inform the City.
- (c) For agreements that are financed by Federal or State grants, Professional agrees that this section will be enforced on each of its subcontractors and will inform the City of any violations of this section by subcontractors to the Agreement.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this Agreement.

6.12 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, TO THE EXTENT CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANTS AND CONTRACTORS UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL.

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Professional verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.
- (b) Professional verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.
- (c) Professional verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.
- (d) This section does not apply if Professional is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2024.

CITY OF SEAGOVILLE, TEXAS

By: _____
Pat Stallings, City Manager

EXECUTED this _____ day of _____, 2024.

HALFF ASSOCIATES, INC.

By: _____
Name: _____
Title: _____

EXHIBIT A
SCOPE OF SERVICES



**Attachment A
Scope of Service**

**CITY OF SEAGOVILLE
2024-2029 SWMP Preparation for TPDES TXR040000 Small MS4 General Permit
Scope of Work
July 26, 2024**

Task 1: SWMP Project Management and Coordination

Halff project management activities include task leadership and direction; telephone and written communication; project status reports; project progress meetings; project invoicing; and personnel and data management among other general project management activities. Specific meetings beyond staff management coordination and regular communication include the following:

1. Attend one (1) project kickoff meeting with staff from the City of Seagoville (City). The meeting will be coordinated by Halff and is intended to discuss key items such as project schedule, budget and any specific directives. Halff will provide a preliminary schedule of tasks.
2. Attend up to four (4) progress meetings over the course of the project schedule, to discuss specific task objectives and progress. It is anticipated that the meetings will be virtual, but in-person meetings may be required at the direction of City.
3. Halff will attend up to one (1) public meeting if public meetings are directed by the TCEQ executive director.
4. Prepare monthly project status updates and invoices.

Deliverables

- Meeting notes
- Monthly project status updates with invoices

TASK 2: 2024-2029 SWMP PREPARATION AND MS4 READINESS

Halff's proposed services include preparation of updated MS4 Stormwater Management Program (SWMP) for the City. TCEQ uses the SWMP to permit stormwater discharges to surface water in the state under the TPDES Phase II Municipal Separate Storm Sewer System (MS4) General Permit, TXR040000. The Small MS4 General Permit, TPDES Permit No. TXR040000, was issued on January 24, 2019 and was scheduled to expire on January 24, 2024. TCEQ recently announced that the current permits will remain valid until August 2024 due to delays it has encountered with its new Net-MS4 electronic system.

Halff will prepare an updated SWMP for the City to achieve administrative compliance with the updated TCEQ general permit, TXR040000. Specific tasks include:

1. 2024-2029 MS4 SWMP General Permit Review
 - a. Identify updates from 2019 to 2024 TXR040000 General Permit requirements.



- b. Provide City with identified comparison document: 2024-2029 TXR04000 General Permit vs. 2019-2024 TXR04000 General Permit.
2. Review updated MCMs and BMP
 - a. Assess each MCM and BMP from the current TCEQ-approved SWMP. Prepare a summary and schedule of possible BMPs for discussion with the City.
 - b. Meet with City staff to discuss the potential BMPs. Update BMPs according to City's preferences while meeting TCEQ requirements. (one virtual meeting)
 - c. Assist the City in developing implementation strategies, a basic timeline for each stormwater-related activity and reference for responsible parties involved.
3. Prepare SWMP and NOI
 - a. Revise the City's current SWMP using the MCM and scheduled BMPs developed in Task 2.2.
 - b. Assist the City in the preparation of the TCEQ required Notice of Intent (NOI).
 - c. Prepare draft SWMP and NOI for review and comment by the City.
 - d. Perform QA/QC of draft documents.
 - e. Meet with City staff to discuss draft documents and obtain City feedback. (one virtual meeting)
 - f. Finalize the SWMP.
 - g. Perform QA/QC of final documents.
 - h. Assist City with electronic submittal of SWMP to TCEQ.
 - i. Assist the City in finalizing the NOI for the City to post.

Deliverables

- Digital copy of draft SWMP
- Digital copy of final SWMP
- Digital copy of draft NOI
- Digital copy of final NOI for City to publish

Task 3: Quality Assurance/ Quality Control

Each task will be subjected to internal QA/QC by an independent senior engineers, planners and environmental scientists at Halff (typically by another office or team). Associated QC documentation will be provided upon request.



Fee Summary

Halff will provide all services on a lump sum basis. Halff understands the total contract amount will include a not-to-exceed limit of **\$65,000.00**. Upon request, Halff can prepare proposals to assist the City in the implementation process of program elements. **An hourly billing rate schedule is included in Attachment B.**

Task 1: Project Management and Coordination	\$ 10,000
Task 2: 2024-2026 SWMP Preparation and MS4 Readiness.....	\$ 47,000
Task 3: Quality Assurance / Quality Control	\$ 8,000
Subtotal.....	\$65,000

FEE SUMMARY TOTAL **\$ 65,000**



ITEMS EXCLUDED AND/OR OPTIONAL SUPPLEMENTAL SERVICES:

The following services are excluded from this scope of work; however, following coordination with the City, the following services may be added as supplemental services.

- Notice of Change: As an additional service, if it is required to address and document changes to the SWMP measurable goals, Halff will prepare and submit to TCEQ a Notice of Change (NOC) document on behalf of the City.
- Implementation of the SWMP activities
- Public outreach meetings
- Meetings with TCEQ
- Digital creation of data such as GIS that provides proper traceable metrics for public involvement activities
- Development of a structural control maintenance and enforcement program
- Hosting, planning and attending events that might be required as BMPs
- Environmental permitting coordination with either State or Federal agencies not mentioned in the proposal
- Detailed evaluations of specialty clean-up efforts (I.E., illegal camp sites) that could require a specialty contractor
- Field work
- Training

Proposed Project Schedule

Halff will commence work upon notice-to-proceed (NTP).

The City is required to have a compliant SWMP prepared prior to submitting an NOI within 180 days following the effective date of the general permit, which is expected to be August 2024. The City will inform Halff when NOI is submitted to TCEQ Executive Director, the tentative deadline for authorizations is January 2025. Halff will provide the City with an updated SWMP as required by TCEQ to submit a NOI to obtain authorization to discharge through the general permit.

The project effort is anticipated to take five (5) months.

EXHIBIT B
SCHEDULE OF PAYMENT

4876-6046-5880, v. 1



Attachment B

HOURLY BILLING RATES - January 2024

<u>CATEGORY</u>	<u>HOURLY RATE</u>
Administrative Assistant	\$ 80.00
Administrative Specialist (Contract Admin)	\$ 95.00
GIS Technician I	\$ 100.00
GIS Technician II	\$ 130.00
GIS Technician III	\$ 180.00
Scientist I	\$ 110.00
Scientist II	\$ 125.00
Scientist III	\$ 145.00
Scientist IV	\$ 165.00
Scientist V	\$ 265.00
Professional Engineer I	\$ 125.00
Professional Engineer II	\$ 175.00
Professional Engineer III	\$ 210.00
Professional Engineer III	\$ 230.00
Professional Engineer V	\$ 350.00



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: August 19, 2024
ITEM: 18
DESCRIPTION: Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the purchase of water meters from Aqua Metric Sales Company in an amount not to exceed one hundred one thousand nine hundred twenty seven dollars and zero cents (\$101,927.00); authorizing the City Manager to execute any and all documents necessary for the purchase ; providing a severability clause; providing a repealing clause; and providing an effective date.

INTRODUCTION

The purpose of this item is for the purchase of water meters.

BACKGROUND

The stock of water meters is currently depleted from the number new lots throughout the city. In order for staff to be efficient in their daily job and keep up with building, our stock of water meters will need to be replenished.

FINANCIAL IMPACT

FY2024 budget.

Coop Purchasing Group: HGACBuy.

Contract No. WM09-20

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Resolution
2. HGAC quote

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE PURCHASE OF WATER METERS FROM AQUA METRIC SALES COMPANY IN AN AMOUNT NOT TO EXCEED, ONE HUNDRED ONE THOUSAND NINE HUNDRED TWENTY SEVEN DOLLARS (\$101,927.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY FOR THE PURCHASE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville has entered into an interlocal agreement with the Houston-Galveston Area Council (“HGACBuy”) under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code, under which HGACBuy acts as purchasing agent for the purchase of various goods and services through the competitive bidding process, providing access to volume purchasing and discounts; and

WHEREAS, HGACBuy identifies Aqua Metric Sales Company (“Aqua Metric”) as a local distributor, installer and provider of technical support for the Automated Meter Reading (AMR) or Advanced Metering Infrastructure (AMI) system implementation; and

WHEREAS, City desires to purchase water meters from Aqua Metric, as more fully described in Exhibit “A” attached hereto; and

WHEREAS, the City Council for the City of Seagoville, Texas has determined it to be in the best interest of the City to authorize the City Manager to execute the Agreement attached hereto as Exhibit “A” and any other documents necessary to secure the purchase of water meters from Aqua Metric for described in Exhibit “A” including purchase of equipment and technical support related thereto.

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

SECTION 1. The City Council hereby approves the purchase water meters from Aqua Metric Sales Company described in Exhibit “A” to this Resolution, including purchase of equipment and technical support related thereto for an amount not to exceed One Hundred One Thousand Nine Hundred Twenty Seven Dollars and Zero Cents (\$101,927.00), and to and hereby authorizes the City Manager to execute said Agreement.

SECTION 2. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

SECTION 3. That all provisions of the Resolutions of the City of Seagoville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

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

DULY PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, this the 19th day of August, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney

EXHIBIT A



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

WM09-20

Date Prepared:

8/12/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Seagoville	Contractor:	Aqua Metric Sales Company
Contact Person:	Chris Ryan	Prepared By:	Kelsey VanCleave
Phone:	496-396-8892	Phone:	210-967-6300
Fax:		Fax:	210-967-6305
Email:	cryan@seagoville.us	Email:	kelsey.vancleave@aqua-metric.com

Catalog / Price Sheet Name:	Pricing September 2020 Catalogs
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General Description of Product:	AMI System Product and Installation
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A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
300	5/8" X 3/4" SRII TRPL METER	148.65	44595
12	2" OMNI R2 TRPL METER	859.04	10308.48
320	MXU 520M SINGLE PORT RADIO	168.42	53894.4
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			108797.88

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

DISCOUNT	-6870.4
Subtotal C:	-6870.4

Delivery Date:	9/30/2020	D. Total Purchase Price (A+B+C):	101927.48
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TO: Mayor and City Council
FROM: Gail French, Director of Finance
DATE: August 19, 2024
ITEM: 19
DESCRIPTION: Receive a presentation of the calculated No-New Revenue (NNR), Voter Approved (VA), and de minimus tax rates and the proposed budget for the City of Seagoville Fiscal Year 2025.

INTRODUCTION

The purpose of this item is to present the FY25 Proposed Budget and the no-new revenue, voter approved, and de minimus tax rates.

BACKGROUND

Gail French, Director of Finance presents the no-new revenue, voter approved, and de minimus tax rates and the City's Proposed Budget for FY 2025.

FINANCIAL IMPACT

N/A

RECOMMENDATION

N/A

ATTACHMENTS

Presentation – NNR, VA, de minimus tax rates with Proposed Budget



1

DALLAS CENTRAL APPRAISAL DISTRICT CERTIFICATION OF APPRAISAL ROLL
Year: 2024 Jurisdiction: City of SEAGOVILLE

In accordance with the requirements of the Texas Property Tax Code, Chapter 26, Section 26.01, paragraphs (A) and (B), the following values are hereby certified:

Market Value of all Real & Business Personal Property Before Qualified Exemptions* \$1,873,159,060

Taxable Value of all Real & Business Personal Property \$1,431,833,710

In accordance with the requirements of the Texas Property Tax Code, Chapter 26, Section 26.01, paragraph (C), the following values are hereby certified as disputed values and are not included in the above totals:

	Market Value	Taxable Value
Values under protest as determined by the Appraisal District**	\$42,157,660	\$33,890,744
Values under protest as claimed by property owner or estimated by Appraisal District in event property owner's claim is upheld	\$29,510,362	\$23,723,521
Freeport Estimated Loss		\$0
Estimated Net Taxable		\$23,723,521
*Total Value of New Construction in Certified Market Value above		\$49,863,703
**Value of Disputed New Construction in Protested Market Value Above		\$1,598,300

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2

Kaufman County		2024 CERTIFIED TOTALS		As of Certification	
Property Court: 66		CG - CITY OF SEAGOVILLE		7/11/2024 1:08:13PM	
		Grand Totals			
Land		Value			
Homestead:		489,804			
Non Homestead:		9,788,144			
Ag Market:		8,542,836			
Timber Market:		0			
			Total Land	(+)	18,820,784
Improvement		Value			
Homestead:		1,220,336			
Non Homestead:		6,480,058			
			Total Improvements	(+)	7,700,394
Non Real		Count		Value	
Personal Property:	13	1,593,207			
Mineral Property:	0	0			
Autos:	0	0			
			Total Non Real	(+)	1,593,207
			Market Value	=	28,114,385
Ag		Non Exempt		Exempt	
Total Productivity Market:	8,542,836	0			
Ag Use:	60,524	0	Productivity Loss	(-)	8,482,312
Timber Use:	0	0	Appraised Value	=	19,632,073
Productivity Loss:	8,482,312	0			
			Homestead Cap	(-)	263,379
			23.231 Cap	(-)	0
			Assessed Value	=	19,368,694
			Total Exemptions Amount	(-)	5,833,388
			(Breakdown on Next Page)		
			Net Taxable	=	13,535,306
APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)					
98,537.57 = 13,535,306 * (0.728004 / 100)					
Certified Estimate of Market Value:		28,114,385			
Certified Estimate of Taxable Value:		13,535,306			
Tif Zone Code		Tax Increment Loss			
TRZ15G		4,868,249			
Tax Increment Finance Value:		4,868,249			
Tax Increment Finance Levy:		35,441.05			

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2024 Tax Rate Calculation Worksheet
 Taxing Units Other Than School Districts or Water Districts

City of Seagoville 972 (987) 4800
 Faxing Unit Name Phone (area code and number)
 175 W Hwy 175 Seagoville, TX 75158 www.seagoville.us
 Faxing Unit's Address, City, State, ZIP Code Faxing Unit's Website Address

DEBT RATE CALCULATION RATE
 Indicate the applicable total tax rate as calculated above.

No new-revenue tax rate
 As applicable, enter the current year NRR tax rate from Line 26, Line 27 (continued), or Line 34 (adjusted for sales tax).
 Indicate the tax number used: 28 0.676367 \$100

Voter-approved tax rate
 As applicable, enter the current year voter-approved tax rate from: Line 46, Line 46P (continued), Line 50 (continued), Line 50 (adjusted for sales tax),
 Line 52 (adjusted for pollution control), Line 56 (adjusted for annexed increments), or Line 67 (adjusted for emergency revenues).
 Indicate the tax number used: 28 0.710933 \$100

De minimis rate
 If applicable, enter the current year de minimis rate from Line 75. 0.710914 \$100

DEBT RATE CALCULATION RATE, NRR, and Signature
 Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or
 employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified
 estimate of taxable value, in accordance with requirements in the Tax Code.

John R. Amos, PDC, STA
 Fiscal Manager of Seagoville Independent School District
 Date: 7/29/24
 Date: 7/31/24

print here
 sign here

- Debt Rate Calculation Rate = .085719 Set by the Amount of debt owed for the year
- No-New-Revenue tax rate = .676367
- Voter-approval tax rate = .710933
- De Minimis rate = .710914
- Current Year Tax Rate = .728004
- Proposed Tax Rate for FY25 = .710932

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CITY OF SEAGOVILLE				
GENERAL FUND FINANCIAL SUMMARY				
	Actual	Amended	Projected	Proposed
	2022-2023	2023-2024	2023-2024	2024-2025
Beginning Fund Balance	\$9,232,085	\$10,719,304	\$12,308,861	\$9,329,805
Revenues				
Property Tax	\$7,770,473	\$8,091,509	\$8,136,595	\$9,110,822
Sales Tax	4,194,963	3,443,307	4,321,039	\$4,105,112
Franchise Fees	749,934	654,317	643,664	\$648,417
Sanitation Services	1,259,173	1,104,000	1,104,000	\$1,104,000
Licenses, Permits and Fees	1,203,538	411,655	833,653	\$761,328
Court and Library Fines	551,250	318,500	369,500	\$469,000
Grants and Gifts	129,031	50,000	59,500	\$156,500
Other Revenues	196,714	16,000	237,117	\$200,010
Transfers In	420,136	420,136	420,136	420,136
Total Revenues	\$16,475,212	\$14,509,424	\$16,125,204	\$16,975,325
Total Available Funds	\$25,707,298	\$25,228,729	\$28,434,065	\$26,305,131
Expenditures				
General Government	1,249,533	1,489,988	1,509,588	1,873,387
Public Safety	6,817,621	7,965,898	8,156,555	9,655,364
Community Services	1,674,593	1,644,353	1,769,826	1,737,736
Community Development	1,831,038	1,976,793	2,113,773	2,516,275
Non-Departmental	578,109	541,600	565,165	595,863
Tuition Reimbursement Program	1,000	5,000	5,000	5,000
Quint Debt Service	67,054	67,500	67,500	67,500
Reserve for Capital Expenditures	6,700	6,700	6,700	6,700
Transfer to Technology Replacement Fund	625,000			17,500
Transfer to Street Maintenance Fund	826,192	469,733	469,733	500,000
Total Operations	\$12,850,648	\$13,697,832	\$14,194,107	\$16,975,325
Increase (Decrease) in Fund Balance	\$3,624,664	\$811,592	\$1,931,097	\$0
One Time Use of Fund Balance	\$ 547,788	\$ 4,640,430	\$ 4,910,152	\$4,641,236.00
Ending Fund Balance	\$12,308,861	\$6,890,467	\$9,329,805	\$4,688,570
Required Fund Balance (60 Days)	\$2,112,435	\$2,251,698	\$2,333,278	\$2,790,464
Amount over Required Fund Balance	\$10,196,426	\$4,638,769	\$6,996,528	\$1,898,105
<i>Days of Fund Balance</i>	<i>349.6</i>	<i>183.6</i>	<i>239.9</i>	<i>100.8</i>
<i>1 day of operations</i>	<i>\$35,207</i>	<i>\$37,528</i>	<i>\$38,888</i>	<i>\$46,508</i>

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Proposed Use of Fund Balance				
Transfer Vehicle Replacement Fund	72,329	42,000	42,000	42,000
Emergency Siren Replacement	5,508	25,000	25,000	25,000
Transfer to Fire Truck Acquisition Fund				182,000
Firefighting Equipment	78,715	72,725	72,725	64,397
Fire Dept MDC licenses				8,185
Fire Dept Vehicles	254,998	160,000	160,000	53,300
Police equipment	58,481	13,000	13,000	63,068
Police Patrol Vehicle		254,956	254,956	300,150
Support Services (CAD-RMS System)		173,638	173,638	142,000
Support Services Software/Hardware				29,400
Health Dept Veh				53,808
Health Dept Radio				6,662
Code Enforcement Veh				53,808
Code Enforcement Radios				19,987
Street Dept Vehicle		250,000	250,000	73,000
Parks Dept Equipment				110,941
Tyler Tech 2nd Installment Software Carryover				137,257
Senior Center Parking lot Engineering		58,400		60,167
Hall Street (Shady Ln to Frontage)		897,450	608,035	218,877
Transfer to Animal Shelter Construction				897,229
Transfer to Central Fire Station Fund		160,000	320,000	1,600,000
Additional Transfer to Street Maintenance Fund				500,000
				4,641,236

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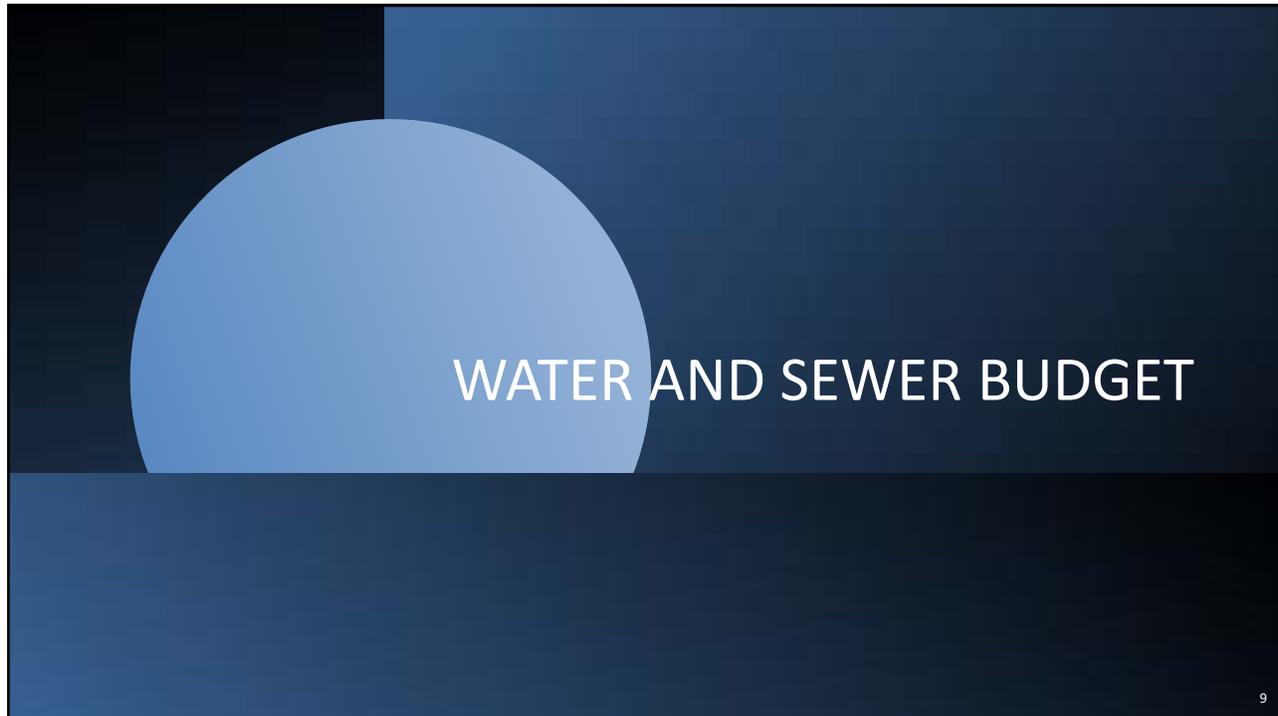
Ongoing items	Amount
Transfer to Street Maintenance	\$ 500,000
Transfer to Technology Replacement Fund	\$ 17,500

Description	Budget Start Date
Controller	10/1/2024
2 Firefighters	4/1/2024
2 Police Lieutenants	4/1/2024
Court Clerk	10/1/2024
Parks/Streets Superintendent	10/1/2024
Parks Maintenance Worker	10/1/2024

10% Increase in Health Care costs	10%
Step Pay Increase for Fire/Police (9% without step/12% with step)	9%/12%
4% Pay increase for all Other Employees	4%

Other increases include Professional fees, Safety Equipment, Uniforms, Contracts (Cell phone, Software, Rentals etc.)

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CAPITAL IMPROVEMENT PROJECTS

Project	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Pump Station Replacements	\$ 1,754,283	\$ 206,553	\$ 0	\$ 0	\$ 0
Malloy Bridge Rd Sewer Relocation	0	227,208	0	0	0
Replace Waterline from Seagoville Rd S to Tunnel St (project PL1)	0	0	0	0	3,025,900
Replace Pipe at Cain St EST & Connection to 175 Frontage (PL5)	0	0	685,186	0	0
Replace Pipe from Ard Rd Pump Station NE to Seagoville Rd (PL6)	0	642,999	0	0	0
Replace Pipe from Seagoville N Elementary to Alto Rd (PL2)	0	919,161	0	0	0
New Gravity Main from Lawrence Lake (S3)	0	0	0	0	0
Replace Pipe from Alto / Farmers to Crestview / E Malloy Bridge (PL3)	0	0	0	0	3,596,542
Replace HWY 175 LS & New Mains to NBIS (S4)	0	0	0	5,893,293	0
Replace Waterline along E Malloy Bridge Rd (PL4)	0	0	685,186	0	0
Total	\$ 1,754,283	\$ 1,995,921	\$ 1,370,372	\$ 5,893,293	\$ 6,622,442

Notes:

- Projects funded through cash, new debt, and/or existing funds
- Project costs shown above are adjusted for inflation

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CAPITAL FUNDING

Funding	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	Total
Water						
Cash Funded through Rates	\$ 1,754,283	\$ 849,552	\$ 0	\$ 0	\$ 0	\$ 2,603,835
Projected New Debt	0	919,161	1,370,372	0	6,622,442	8,911,974
Total	\$ 1,754,283	\$ 1,768,713	\$ 1,370,372	\$ 0	\$ 6,622,442	\$ 11,515,809
Wastewater						
Cash Funded through Rates	\$ 0	\$ 227,208	\$ 0	\$ 0	\$ 0	\$ 227,208
Projected New Debt	0	0	0	5,893,293	0	5,893,293
Total	\$ 0	\$ 227,208	\$ 0	\$ 5,893,293	\$ 0	\$ 6,120,501
Total CIP						
Cash Funded through Rates	\$ 1,754,283	\$ 1,076,761	\$ 0	\$ 0	\$ 0	\$ 2,831,044
Projected New Debt	0	919,161	1,370,372	5,893,293	6,622,442	14,805,267
Total	\$ 1,754,283	\$ 1,995,921	\$ 1,370,372	\$ 5,893,293	\$ 6,622,442	\$ 17,636,310

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City of Seagoville Budget Summary Water and Sewer Fund				
	Actual 2022-2023	Adopted 2023-2024	Projected 2023-2024	Proposed 2024-2025
Beginning Unrestricted Net Asset Balance	\$6,327,879	\$7,277,460	\$9,200,958	\$7,952,026
Revenues				
Water Services	\$4,181,779	\$4,243,760	\$4,243,760	\$4,798,498
Waste Water Service	4,096,229	4,382,272	4,382,272	4,841,068
Smart Meter Acquisition Funding				
Developer Contribution				
Pension Reduction				
Other Income	592,125	399,250	404,750	522,622
Total Revenues	\$8,870,132	\$9,025,282	\$9,030,782	\$10,162,188
Total Available Funds	\$17,198,011	\$16,302,742	\$18,231,740	\$18,114,208
Expenditures				
Operating and Debt Expenses:				
Administrative	\$263,854	\$331,582	\$331,582	\$392,770
Water	2,563,089	3,011,313	2,967,650	3,457,030
Sewer	2,826,448	3,320,918	3,303,408	3,862,269
Customer Service	322,353	309,239	309,239	392,841
Non-Departmental	149,231	242,961	297,826	375,991
Tuition Reimbursement Program				
Transfers Out	365,536	365,536	365,536	365,536
Cityworks renewal fee /Open Gov				
EPA Mandates				
Debt	1,131,077	500,276	500,276	500,276
	7,621,388	8,081,825	8,075,517	9,146,713
Capital Outlay:				
Transfer to Equipment Replacement	63,854	68,000	-	68,000
Ford F160 Truck for Water Dept				58,500
New Construction Inspector vehicle		43,000	55,961	
Side by Side for Inspections		23,500	18,159	
Water & Sewer Rate Study		16,000	16,000	
Water & Sewer Master Plan Update		160,000		
Highway 175 Lift station service area condition assessment	76,920	110,000	110,000	110,000
Water Main Ard to Seagoville Rd				622,500
Water Main Alto and Farmers				891,000
Northern Basin Interceptor Engineering	71,179	80,000	40,000	
Ard Road Pump Station Upgrades	30,629	1,154,283	1,954,083	125,000
Portable Emergency Generator				
East Malloy Bridge Rd Sewer Relocation	11,188	200,000	10,000	200,000
Blue Diamond boom mower w/82" grapple	25,951			
Dump Trailer	10,560			
Jetter Trailer	85,385			
Open Gov Software Upgrade				
Scada System				
Water & Sewer Rate Study				
Caterpillar Backhoe				
Debt for Smart Meter Acquisition				
Capital Projects				
	375,666	1,854,783	2,204,203	2,091,000
Total Expenditures and Capital	7,997,053	9,936,608	10,279,720	11,237,713
Ending Unrestricted Net Asset Balance	\$9,200,958	\$6,366,134	\$7,952,020	\$6,876,495
Required Reserve Balance (60 Days)	\$1,252,831	\$1,328,519	\$1,327,482	\$1,803,569
Amount over Required Reserve	\$7,948,126	\$5,037,615	\$6,624,538	\$5,072,926
<i>1 day of operations</i>	<i>\$20,881</i>	<i>\$22,142</i>	<i>\$22,125</i>	<i>\$25,059</i>
<i>Days of Reserve Balance</i>	<i>440.6</i>	<i>287.5</i>	<i>359.4</i>	<i>274.4</i>

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Projected Water Rates Option 2

FY	Current	2025
Residential		
<i>Minimum Monthly Fee</i>		
5/8"	\$ 26.94	\$ 30.00
1"	40.42	45.01
1 - 1/2"	67.36	45.01
2"	67.36	75.01
3"	175.14	195.03
4"	255.97	285.04
6"	897.24	999.15
8"	1347.17	1500.19

FY	Current	2025
Commercial		
<i>Minimum Monthly Fee</i>		
5/8"	\$ 26.94	\$ 30.00
1"	40.42	45.01
1 - 1/2"	67.36	45.01
2"	67.36	75.01
3"	175.14	195.03
4"	255.97	285.04
6"	897.24	999.15
8"	1347.17	1500.19

FY	Current	2024
Apartments/Mobile Park		
<i>Minimum Monthly Fee</i>		
5/8"	\$ 26.94	\$ 30.00
1"	26.94	30.00
1 - 1/2"	26.94	30.00
2"	26.94	30.00
3"	26.94	30.00
4"	26.94	30.00
6"	26.94	30.00
8"	26.94	30.00

FY	Current	2024
<i>Volumetric Rates (per kGal.)</i>		
0 - 2,000	\$ -	\$ -
2,000 - 5,000	2.96	3.30
5,000 - 10,000	3.71	4.14
10,000 - 15,000	5.71	6.37
15,000 - 20,000	6.46	7.21
20,000 - 25,000	7.18	8.01
25,000 +	7.95	8.87

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Projected Wastewater Rates

FY	Current	2024
Residential		
All	\$ 21.70	\$ 23.87
Senior Discount		
All	\$ 19.53	\$ 21.48
Commercial		
All	\$ 21.70	\$ 23.87
Apartments/Mobile Park		
All	\$ 21.70	\$ 23.87
<i>Volumetric Rates (per kGal.)</i>		
0 - 2,000	\$ -	\$ -
2,000+	10.43	11.47

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All Other Funds			
Fund #	Name		Expense
Special Revenue			
32	Miscellaneous Grants		2,150
36	Municipal Court		24,145
39	Hotel Motel Fund		31,000
42	Park Maintenance		27,000
45	Animal Shelter Operations		10,000
46	Animal Shelter Bldg Fund		3,500
47	Vehicle Replacement Fund	Transfer from the General Fund	38,813
48	Technology Replacement Fund	Transfer from the General Fund	17,500
50	TLEOSE Fund		1,200
58	Park Development Fund		40,000
61	Storm Water Fund		400,000
	Total		595,308
Capital Projects			
43	Street Maintenance	Transfer from the General Fund	1,000,000
44	2019 Street Project CIP		2,914
60	Simonds Road Project	Simonds Rd Construction	3,013,606
63	Animal Shelter CIP		1,557,821
64	New Police Station Fund		1,206,639
	Total		6,780,979

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**Seagoville Economic Development Corporation
Fund Summary FY 2025**

Account Description	Actual FY 2023	Budget FY 2024	Projected FY 2024	Proposed FY 2025
Total Net Position October 1	3,560,171	3,560,171	4,489,353	4,122,691
Revenues				
Sales Tax Revenues	1,307,791	1,390,220	1,418,161	1,431,927
Rent Revenue	28,200	28,200	28,200	28,200
Starwood Receivable		40,000	40,000	40,000
Miscellaneous Revenues				
Interest Income	401	400	15,000	10,000
Total Revenue	1,426,391	1,458,820	1,501,361	1,510,127
Total Resources Available	4,986,562	5,018,991	5,990,714	5,702,817
Expenditures				
Administrative & Operations				
Administrative Cost	27,000	27,000	85,290	85,290
Operations	191,879	127,750	172,050	182,550
Total Administrative & Operations	218,879	154,750	257,340	267,840
Economic Development Assistance				
Pending				625,000
KRRR				430,000
Simonds Partners				
Other Projects				
5 Star Barber Academy			956	
Studio HMA LLC	11,813		16,238	
Chuck Fil A			102,000	
PT Atlas		375,000	375,000	
Closing the Gap			8,513	
Soulman's			350,000	
JK Industries			2,057	
Total Economic Development Assistance	272,131	375,000	857,764	1,055,000
City and Community Oriented Projects				
City Construction			530,000	
Fireworks	5,000	7,500	7,500	12,000
Kidfish Event	1,200	3,500	1,200	3,500
Beautification Projects				100,000
Quality of Life Projects		100,000	135,220	185,000
Total City and Community Projects	6,200	111,000	682,920	350,500
Total Expenditures	497,209	640,750	1,728,024	1,603,340
Excess of Revenue over Expenditures	929,182	818,070	(206,663)	(93,213)
Total Net Position September 30	4,489,353	4,378,241	4,192,691	4,090,477
Invested in Capital Assets	1,155,549	1,155,549	1,115,549	1,075,549
Working Capital	3,333,805	3,222,693	3,077,142	3,023,929
Daily Operating Cost	600	424	705	679

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Form 50-882

Certification of Additional Sales and Use Tax to Pay Debt Services

THE STATE OF TEXAS,
County of Dallas

Chief Financial Officer or Auditor: Gail French

For the taxing unit: City of Seagoville

Hereby certifies that the amount of additional sales and use tax revenue collected to pay debt service has been deducted from the total amount described by Tax Code Section 26.05(e-1), 26.04(e)(3)(C) and 26.05(a)(1).

This certification is submitted to the governing body of City of Seagoville on 8/16/24.

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PUBLIC HEARING ANNOUNCEMENT

- **Proposed Budget** Public Hearing – Monday, September 09, 2024
- **Tax Rate** Public Hearing – Monday, September 16, 2024



TO: Mayor and City Council
FROM: Gail French, Director of Finance
DATE: August 16, 2024
ITEM: 20
DESCRIPTION: Discuss and consider approval of a Resolution of the City of Seagoville, Texas, accepting the 2024 Certified Tax roll of Dallas Central Appraisal District and Kaufman County Appraisal District and providing for an effective date.

INTRODUCTION

The purpose of this item is to provide the Certified Tax Roll.

BACKGROUND

The Dallas Central Appraisal District certifies the appraisal roll for each entity in Dallas County on an annual basis and the Kaufman County Appraisal District certifies the appraisal roll for each entity in Kaufman County on an annual basis.

The City has received the certified appraisal roll from the Dallas Central Appraisal District for year 2024 for the City showing property appraised in the amount of \$1,431,883,710 and the City has received the certified appraisal roll from Kaufman County Appraisal District for year 2024 for the City showing property appraised in the amount of \$13,535,306.

FINANCIAL IMPACT

This information is essential to the calculation of the City's property tax rates for the 2025 budget year.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Resolution

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, ACCEPTING THE 2024 CERTIFIED TAX ROLL OF DALLAS CENTRAL APPRAISAL DISTRICT AND KAUFMAN COUNTY APPRAISAL DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Dallas Central Appraisal District certifies the appraisal roll for each entity in Dallas County on an annual basis; and

WHEREAS, the Kaufman County Appraisal District certifies the appraisal roll for each entity in Kaufman County on an annual basis; and

WHEREAS, the City has received the certified appraisal roll from the Dallas Central Appraisal District for year 2024 for the City showing property appraised in the amount of \$1,431,883,710; and

WHEREAS, the City has received the certified appraisal roll from Kaufman County Appraisal District for year 2024 for the City showing property appraised in the amount of \$13,535,306; and

WHEREAS, this information is essential to the calculation of the City's property tax rates for the 2025 budget year;

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

SECTION 1. The above recitals are hereby found to be true and correct and are incorporated herein for all purposes.

SECTION 2. The City hereby accepts the 2024 certified appraisal rolls for the City of Seagoville, Texas as calculated by the Dallas Central Appraisal District and the Kaufman County Appraisal District.

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

READ, CONSIDERED, PASSED AND ADOPTED by the City Council of the City of Seagoville, Texas, this the 16th day of August 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney



**DALLAS CENTRAL APPRAISAL DISTRICT
CERTIFICATION OF APPRAISAL ROLL**

Year: 2024

Jurisdiction: City of SEAGOVILLE

In accordance with the requirements of the Texas Property Tax Code, Chapter 26, Section 26.01, paragraphs (A) and (B), the following values are hereby certified:

Market Value of all Real & Business Personal Property Before Qualified Exemptions*	\$1,873,159,060
Taxable Value of all Real & Business Personal Property	\$1,431,883,710

In accordance with the requirements of the Texas Property Tax Code, Chapter 26, Section 26.01, paragraph (C), the following values are hereby certified as disputed values and are not included in the above totals:

	Market Value	Taxable Value
Values under protest as determined by the Appraisal District**	\$42,157,660	\$33,890,744
Values under protest as claimed by property owner or estimated by Appraisal District in event property owner's claim is upheld	\$29,510,362	\$23,723,521
Freeport Estimated Loss		\$0
Estimated Net Taxable		\$23,723,521

I, Shane Docherty, Executive Director/Chief Appraiser of the Dallas Central Appraisal District, do hereby certify the aforementioned values and totals to the taxing jurisdiction indicated above, in accordance with the requirements of the laws of the State of Texas on this 25th day of July, 2024 .

Dallas Central Appraisal District

Shane Docherty
Executive Director/Chief Appraiser

*Total Value of New Construction in Certified Market Value above	\$49,863,703
**Value of Disputed New Construction in Protested Market Value Above	\$1,598,300

2024 CERTIFIED TOTALS

Property Count: 66

CG - CITY OF SEAGOVILLE
Grand Totals

7/11/2024

1:08:13PM

Land	Value			
Homesite:	489,804			
Non Homesite:	9,788,144			
Ag Market:	8,542,836			
Timber Market:	0	Total Land	(+)	18,820,784

Improvement	Value			
Homesite:	1,220,336			
Non Homesite:	6,480,058	Total Improvements	(+)	7,700,394

Non Real	Count	Value		
Personal Property:	13	1,593,207		
Mineral Property:	0	0		
Autos:	0	0	Total Non Real	(+)
			Market Value	=
				1,593,207
				28,114,385

Ag	Non Exempt	Exempt		
Total Productivity Market:	8,542,836	0		
Ag Use:	60,524	0	Productivity Loss	(-)
Timber Use:	0	0	Appraised Value	=
Productivity Loss:	8,482,312	0		19,632,073
			Homestead Cap	(-)
			23.231 Cap	(-)
				263,379
			Assessed Value	=
				19,368,694
			Total Exemptions Amount	(-)
			(Breakdown on Next Page)	=
				5,833,388
			Net Taxable	=
				13,535,306

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 98,537.57 = 13,535,306 * (0.728004 / 100)

Certified Estimate of Market Value:	28,114,385
Certified Estimate of Taxable Value:	13,535,306

Tif Zone Code	Tax Increment Loss
TRZ1SG	4,868,249
Tax Increment Finance Value:	4,868,249
Tax Increment Finance Levy:	35,441.05



TO: Mayor and City Council
FROM: Gail French, Director of Finance
DATE: August 16, 2024
ITEM: 21
DESCRIPTION: Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, accepting the proposed property tax rate for fiscal year 2024-2025; and providing for the publication as provided by the Texas property tax code.

INTRODUCTION

The purpose of this item is to gain acceptance of the Proposed Tax rate for Fiscal Year 2024-2025.

BACKGROUND

The notice of the upcoming tax rate hearing that must be published pursuant to Tax Code section 26.06© and 26.061 requires that the City state the names of all Council members and how each voted on the proposed tax rate, indicating the absences, if any, during the vote on the proposed tax rate. This record vote is thus taken to provide the information that will be needed for the publication of this notice.

For Fiscal Year 2024-2025:

The no-new-revenue tax rate is calculated to be 0.676367

The voter-approval tax rate is calculated to be .710933.

The de minimus tax rate is calculated to be \$0.710914.

The proposed tax rate is \$0.710932.

Additionally, in compliance with Tax Code 26.06(e), the Finance Director has posted the calculated no-new-revenue tax rate and voter-approval tax rates, along with certain debt information, on the home page of the City's website in the form prescribed by the State Comptroller. The Finance Director will also, in accordance with Tax Code 26.04(d-1), (d-2), and (d-3), certify on the tax rate calculation forms that the Finance Director has accurately calculated the tax rates and used values from the City's certified appraisal roll in performing the calculations and then submit those forms to the County Assessor-Collectors for each county in which all or a part of the City is located.

FINANCIAL IMPACT

The proposed tax rate is estimated to generate revenue of \$9,110,822 for the General Fund and \$1,256,593 for the Debt Service Fund.



RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Resolution

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ACCEPTING THE PROPOSED PROPERTY TAX RATE FOR FISCAL YEAR 2024-2025; AND PROVIDING FOR THE PUBLICATION AS PROVIDED BY THE TEXAS PROPERTY TAX CODE.

WHEREAS, the City of Seagoville has received the calculated no-new-revenue tax rate, the voter-approval tax rate and the de minimis tax rate as presented by the Dallas County Tax Assessor/Collector's Office; and

WHEREAS, the Texas Property Tax Code Chapter 26, as heretofore amended, provides the specific procedures in which to consider the proposed tax rate.

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

SECTION 1. The City Council of the City of Seagoville, Texas, does hereby approve the rate of \$0.710932 per \$100 valuation as the City's proposed property tax rate for fiscal year 2024-2025.

SECTION 2. The City Council of the City of Seagoville, Texas, met in a public meeting on August 16, 2024, and accepted this resolution with a majority vote as follows:

Per the Charter, Section 3.05, Lackey Stepper Sebastian is not entitled to vote as a member City Council on all legislative or any other matter except in order to break a tie vote of the City Council.

Allen Grimes	AYE	NAY	ABSTAIN	ABSENT
Jose Hernandez	AYE	NAY	ABSTAIN	ABSENT
Rick Howard	AYE	NAY	ABSTAIN	ABSENT
Harold Magill	AYE	NAY	ABSTAIN	ABSENT
Jon Epps	AYE	NAY	ABSTAIN	ABSENT

SECTION 3. The content and vote taken on this resolution shall be published in the official newspaper of the City as provided by the Texas Property Tax Code.

DULY PASSED AND APPROVED by the City Council of the City of Seagoville, Texas, on this the 16th day of August 2024.

APPROVED:

MAYOR

ATTEST:

CITY SECRETARY



TO: Mayor and City Council
FROM: Gail French, Director of Finance
DATE: August 19, 2024
ITEM: 22
DESCRIPTION: Discuss and consider approving a Resolution authorizing the City Manager to enter into a Software Service Agreement with Azavar approving the terms and conditions of the agreement; and providing an effective date.

INTRODUCTION

The purpose of this item is to enter into an agreement with Azavar to audit and collect Franchise fees, and Sales and Use taxes owed to the City of Seagoville.

BACKGROUND

Azavar, has agreed to provide Compliance audits and ongoing Revenue Maximization and Monitoring Services. As part of the Third-Party Administrator (TPA) Program, Azavar shall review, audit, maximize and regularly monitor any and all sources of revenue and related expenses including, but not limited to each, sales tax, use tax, ordinance, license, service fee, contract, franchise fee agreement, intergovernmental agreement, payment in lieu of taxes, and any and all expenses imposed by the City of Seagoville.

FINANCIAL IMPACT

The impact would be increasing revenues with no expenditure for the city.

RECOMMENDATION

Staff recommends approval.

ATTACHMENTS

1. Resolution
2. Professional Service Agreement

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH AZAVAR AUDIT SOLUTIONS, INC.; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY OTHER RELATED AND NECESSARY DOCUMENTS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS Azavar Audit Solutions, Inc. (“Azavar”) has agreed to provide compliance audits and ongoing revenue maximization and monitoring services as part of a third-party administrator (TPA) program, under which Azavar shall review, audit, maximize and regularly monitor any and all sources of revenue and related expenses including, but not limited to each, sales tax, use tax, ordinance, license, service fee, contract, franchise fee agreement, intergovernmental agreement, payment in lieu of taxes, and any and all expenses imposed by the City of Seagoville; and

WHEREAS, this includes those revenues, whether levied, imposed, or administered by the City of Seagoville; and

WHEREAS, the City Council of the City of Seagoville finds it to be in the public interest of the City to authorize the above-described professional services.

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

SECTION 1. The Professional Services Agreement with Azavar Audit Solutions, Inc. attached hereto as Exhibit “A” for an initial term of three years and for compensation to be paid on a contingency basis as set forth therein is hereby approved and the City Manager is authorized to execute the Agreement, in substantially the form attached hereto and incorporated herein by this reference as Exhibit “A” and any other related and necessary documents.

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

SECTION 3. All provisions of the Resolutions of the City of Seagoville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 19th day of August 2024.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

AUTUMN KEEFER, ASST. CITY ATTORNEY

EXHIBIT A

SEE ATTACHMENT

4875-0065-1988, v. 1



Professional Services Agreement

Azavar Agreement

Created by:

Tom Fagan
Azavar

Prepared for:

Gail French
City of Seagoville

Professional Services Agreement

This Professional Services Agreement (this “Agreement”) is made and entered into on the 30th day of August 2024 by and between Azavar Audit Solutions, Inc. (DBA Azavar Government Solutions), an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the City of Seagoville a Texas municipal corporation having its principal place of business at 702 North Highway 175 Seagoville, Texas 75159 (“Customer”).

1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional management, government, revenue and tax, and computer consulting services (“Services”) in accordance with written statements of work agreed to by the parties (each, a “Statement of Work”) attached hereto as Exhibit A, which may be subsequently amended by the parties. Each Statement of Work and any subsequent amendments thereto shall be executed on behalf of each of the parties, whereupon it shall be deemed incorporated herein by reference as though fully set forth herein. The parties agree that certain Statements of Work may be delegated by Azavar to different affiliates or entities that shall operate under the terms set forth in this Agreement.

1.2 Azavar shall be responsible for providing the Services in substantial accordance with each Statement of Work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards.

1.3 Customer agrees to provide reasonable facilities and space should Azavar work on Customer’s premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto.

2. INDEPENDENT CONTRACTOR

Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar’s employees shall be entitled to any Customer employment rights or benefits whatsoever.

3. PAYMENT TERMS

Customer shall compensate Azavar the fees set forth in each Statement of Work. Azavar shall be entitled to compensation for time which is actually spent providing the Services set forth in each Statement of Work. Azavar shall submit an invoice to Customer on a monthly or quarterly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement and each Statement of Work hereto. Customer shall remit payment to Azavar within thirty (30) days of the date of each invoice. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice, Azavar, at its discretion, may accelerate all payments due under this Agreement, any Statement of Work attached hereto, will seek recovery of all estimated fees due to Azavar. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fee, court costs, and collection service fees and costs for any efforts to collect fees from the Customer.

4. CONFIDENTIAL INFORMATION

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential (“Confidential Information”). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties and such third parties have no confidentiality obligations to the disclosing party, and (iv) information subject to disclosure under any state or federal laws.

Professional Services Agreement

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under each Statement of Work hereto.

5. INTELLECTUAL PROPERTY

5.1 Under no circumstance shall Customer have the right to distribute or make public any information or software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar. All documents produced or created pursuant to this Agreement are instruments of service owned solely and exclusively by Customer.

6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. TERMINATION

7.1 This Agreement shall be effective ("Term") from the date first written above and shall continue thereafter until terminated upon 30 days written notice by Customer or Azavar ("Initial Term") and automatic renewal terms ("Renewal Terms"). The Initial Term shall be for a twelve (12) month period, beginning on the first day of the execution of this Agreement. Upon completion of the Initial Term, this Agreement shall automatically renew for the Renewal Terms, as successive twelve (12) month periods for three (3) additional years, unless previously terminated. A Party may terminate one or more of a Statement of Work, without terminating either this Agreement or another Statement of Work.

7.2 Termination for any cause or under any provision of this Agreement shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), Section 10 (Non-Solicitation of Employees), and Section 11 (Use of Customer Name) shall survive termination of this Agreement.

Professional Services Agreement

8. NOTICES

Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar:

General Counsel
Azavar Audit Solutions, Inc.
55 East Jackson Boulevard
Suite 2100
Chicago, Illinois 60604

If to Customer:

City Manager
City of Seagoville
702 North Highway 175 Seagoville, Texas 75159

9. ASSIGNMENT

Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. NONSOLICITATION OF EMPLOYEES

During the period in which any Exhibit to this Agreement is in effect and for a period of twelve (12) months thereafter, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment; provided, however, that good faith solicitations by way of mass media (i.e., newspapers, internet) shall not be deemed to be a violation of this Section 10.

11. USE OF CUSTOMER NAME

Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar.

COMPLETE AGREEMENT

This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Texas and the parties hereby consent to the jurisdiction of the courts of the State of Texas.

Azavar Audit Solutions, Inc

City of Seagoville

Print Name: Jason Perry

Print Name:

Signature:

Signature:

Title: President

Title:



Exhibit A - Statement of Work

Azavar Agreement

Created by:

Tom Fagan

Azavar

Prepared for:

Gail French

City of Seagoville

Exhibit A – Statement of Work

This Statement of Work (“Statement of Work”) is made and entered into on this 30th day of August 2024 by and between Azavar Audit Solutions, Inc., an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 (“Azavar”), and the City of Seagoville corporation, having its principal place of business at 702 North Highway 175 Seagoville, Texas 75159 (“Customer”). WHEREBY the parties entered into a Professional Services Agreement (“Agreement”) by signature by the parties attached hereto on 30th day of August 2024.

1. COMPLIANCE AUDITS & ONGOING REVENUE MAXIMIZATION AND MONITORING SERVICES:

In addition to the Services and work defined in the Agreement, Services shall be provided in substantial accordance with the below statements:

(a) Azavar, as Customer’s authorized agent and third-party administrator (“TPA”), shall undertake a Local Government Revenue Compliance Audit, Maximization, and Monitoring Program (“Revenue TPA Program”) on behalf of the Customer. As part of the Revenue TPA Program Azavar shall, on behalf of the Customer, separately review, audit, maximize, and regularly monitor for the Term of this Statement of Work any and all sources of Customer revenue and related expenses (“Audits”), including, but not limited to, each sales tax, use tax, ordinance, license, service fee, contract, franchise agreement, intergovernmental agreement, payment in lieu of taxes, and any and all expenses imposed by or upon the Customer within the Customer’s corporate boundaries, and as permitted by the Customers’ ordinances and state and federal law, including those revenues, whether levied, imposed, or administered by the Customer, elsewhere locally, by the state or federal government, taxpayers, remitters, or those that should be remitting any funds or savings to the Customer (“Auditee(s)”), revenues and expenditures related to (and where applicable), but not limited to the following:

- I. Electricity providers and/or consumers
- II. Natural gas providers and/or consumers
- III. Multichannel video (i.e. cable) franchise fees and service fees and/or consumers
- IV. Telecommunications (i.e. phone, fiber, wireless, etc.) providers and/or consumers
- V. Fuel providers and/or consumers, oil and gas well drilling and production, and oil and gas pipelines in-right-of-way
- VI. Locally imposed, levied, and/or administered charges, fees or fines
- VII. Locally imposed and/or administered Business Licenses, Registrations, or Occupation Taxes
- VIII. Locally imposed and/or administered Residential Rental Licenses
- IX. Taxpayers subject to Local Amusement or Entertainment Taxes
- X. Fixed Location taxpayers subject to Use Taxes
- XI. Online travel companies and short-term online rental management platforms taxpayers subject to local occupation/sales/use taxes
- XII. A review of revenues distributed to the Customer by the state, including reviewing state distributions and address designations for sales tax, remote sellers sales tax, service taxes, use taxes, and service use taxes.
- XIII. Should the Customer own or operate its own utilities including, but not limited to, electric, natural gas, water or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities.

Exhibit A – Statement of Work

(b) The purpose of each Audit is to determine past, present, and future taxes, license fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and state law, the Customer’s own local ordinances and databases, any agreements, contracts or bills between Customer and Auditee are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits reports detailing compliance findings and findings of monies paid, due, or potentially due to the Customer for review by the Customer per Auditee (“Findings”). Where already allowable by existing Customer contracts or agreements or federal, state, or local laws or ordinances, this Statement of Work authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Additionally, Azavar shall regularly monitor all revenues and related expenditures monthly during the Term of this Agreement and shall make any corrections accordingly. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 2 of this Statement of Work, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days;

(c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Statement of Work and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees during the Term of this Statement of Work that it shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or agreements related to any Audits as contemplated under this Statement of Work without Azavar’s prior written consent;

(d) In order to perform the Audits, Azavar shall require full access to Customer records and Auditee records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Auditees. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Auditees when requested by Azavar. Customer shall notify Azavar of any Auditee communications or requested meetings with Customer and shall include Azavar in said communications and meetings. Customer shall also designate one (1) professional staff member to be the Customer’s Primary Contact;

(e) During the course of each Audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its Audit for that specific Auditee and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar’s or Customer’s knowledge thereof;

(f) Customer acknowledges that each Auditee is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that an Auditee will take to limit its responsibility or liability during an Audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay all Azavar expenses and fees for that Audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits and that would have been compensable under Section 2 of this Statement of Work;

(g) During the Audits, Azavar will educate fee and taxpayers and provide all necessary support to onboard them to file and remit payments to Customer using Azavar software as defined in Exhibit A – Statement of Work 2;

Exhibit A – Statement of Work

(h) Audit timelines and processes are set in accordance with Azavar’s proprietary audit process and applicable law. The first Audit start date is expected to be within no later than thirty (30) days from the date of this Statement of Work unless changed and approved by the Customer’s Primary Contact;

(i) Each Audit is expected to last at least six (6) months. Each subsequent Audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping Audit work may take place at the discretion of Azavar. Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer’s Primary Contact and will occur approximately every quarter;

(j) Jason Perry, Local Government Revenue Compliance Audit, Maximization, and Monitoring Program, and Azavar specialists will be auditors under this Statement of Work. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

2. PAYMENT TERMS.

2.1 Customer shall compensate Azavar the fees set forth in this Statement of Work on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Statement of Work. Should Customer negotiate, abate, cancel, amend, delay, or waive, without Azavar’s written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total amount of money actually collected for said tax determination or Findings at the rates set forth below and for the following thirty-six (36) months. If Customer later implements during the subsequent thirty-six (36) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-six (36) months at the contingency fee rates set forth below.

2.2 For Audits pertaining to prospective short-term online rental management platform, and/or online travel company Findings (under Paragraph 1.(a).xviii and xvii) and sales and use tax, Customer shall pay Azavar an amount equal to twenty-two (22) percent of any new revenues, savings, or prospective funds recovered per account or per Auditee for twenty-two (22) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to twenty-two (22) percent of any savings, funds, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Auditee. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Auditee data and regulatory filings. All revenue after the subsequent twenty-two (22) month period for each account individually will accrue to the sole benefit of the Customer.

Exhibit A – Statement of Work

2.3 For any and all other Audits and/or Findings (under Section I), Customer shall pay Azavar an amount equal to thirty-nine (39) percent of any new revenues, savings, or prospective funds recovered per account or per Auditee for thirty-six (36) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to thirty-nine (39) percent of any savings, funds, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Auditee. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Auditee data and regulatory filings. All revenue after the subsequent thirty-six (36) month period for each account individually will accrue to the sole benefit of the Customer.

2.4 Customer shall reimburse Azavar’s travel expenses, which shall be preapproved by the Customer, in accordance with Internal Revenue Service guidelines and rules.

2.5 If any new revenues, savings, or prospective funds recovered by Azavar result in billings below one hundred dollars (\$100) per month for the duration of the thirty-six (36) month period of billing, Customer will pay for the full 36 months in one billing.

3. COMPLETE AGREEMENT: This Statement of Work and the Agreement contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Statement of Work shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Statement of Work shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

Azavar Audit Solutions, Inc

City of Seagoville

Print Name: Jason Perry

Print Name:

Signature:

Signature:

Title: President

Title:



Engagement Letter

Azavar, Cozen O'Connor Agreement

Created by:

Tom Fagan

Azavar

Prepared for:

Gail French

City of Seagoville



Azavar Audit Engagement Letter

30th day of August 2024

VIA ELECTRONIC MAIL

Gail French
City of Seagoville
702 North Highway 175 Seagoville, Texas 75159

Mr. Jason Perry
Azavar Audit Solutions, Inc.
55 East Jackson Street
Chicago, IL 60604

Jonathan M. Grossman

Direct Phone: 202-912-4866

Direct Fax: 202-618-4856

jgrossman@cozen.com

Re: Municipal Taxes and Fees

Dear Gail and Jason:

We are pleased that the City of Seagoville (“Seagoville”) and Azavar Audit Solutions, Inc. (“Azavar”) are jointly engaging Cozen O’Connor LLP (“Cozen”) to assist in the collection of municipal taxes and/or fees. This letter is intended to formalize our retention, as required by applicable Rules of Professional Conduct.

Seagoville and Azavar entered into a Professional Services Agreement on 30th day of August 2024 (the “PSA”), pursuant to which, Azavar is auditing or will audit certain municipal taxes and fees. Azavar and Seagoville now retain Cozen to advise them as to certain of these audits, specified by Azavar, and any other actions that they may take to identify and collect any taxes or fees and bring these matters to a resolution. Such additional actions may include an administrative hearing and/or litigation. Cozen may elect to represent Seagoville in such actions, but the firm is not now being retained to do so and any such retention is subject to Cozen’s agreement confirmed in writing.

Azavar Audit Engagement Letter

Cozen's fee will be contingent upon payment of taxes or fees to Seagoville and will be paid by Azavar out of fees that it receives from Seagoville under Section 3 of the PSA. Cozen, Azavar and Seagoville will each be responsible for paying their own costs such as travel expenses for their personnel and routine overhead expenses (e.g., copying, telephone and express mail). Direct litigation costs, such as filing fees, deposition transcripts, expert witness expenses and outside copying fees shall be paid by Seagoville.

If Seagoville is awarded costs or legal fees in addition to taxes, penalties and interest, those costs or fees shall first be used to reimburse Seagoville for any direct litigation costs it paid. Any amount in excess would be paid to Cozen.

Notwithstanding Azavar's financial interest in the collection of taxes, Azavar acknowledges that Seagoville will retain ultimate decision-making authority as to this matter.

It is hereby agreed that any dispute, claim or controversy arising out of or relating to this letter, Cozen's representation of Azavar or Seagoville, or the breach, termination, enforcement, interpretation or validity of this letter, shall be settled by arbitration conducted in Seagoville, Texas using a single arbitrator and administered by the American Arbitration Association pursuant to its comprehensive rules and procedures. Judgment on the award rendered by the arbitrator may be entered in any state or federal court located in Dallas County, Texas.

Cozen is a general service law firm that Seagoville recognizes has represented, now represents and will continue to represent numerous clients over a wide range of industries and businesses in a wide variety of matters. Given this, without a binding conflicts waiver, conflicts of interest might arise that could deprive Seagoville or other clients of the right to select this firm as their counsel.

Thus, as an integral part of the engagement Seagoville agrees that Cozen may, now or in the future, represent other entities or persons, including in litigation, adversely to Seagoville or any affiliate on matters that are not substantially related to the legal services that Cozen has rendered, is rendering or in the future will render to Seagoville under this engagement (an "Allowed Adverse Representation").

Azavar Audit Engagement Letter

Seagoville also agrees that it will not, for itself or any other entity or person, assert that either (a) this firm’s representation of Seagoville or any affiliate in any past, present or future matter or (b) this firm’s possession of confidential information belonging to Seagoville or any affiliate is a basis to disqualify Cozen from representing another entity or person in any Allowed Adverse Representation. Seagoville further agrees that any Allowed Adverse Representation does not breach any duty that this Firm owes to Seagoville or any affiliate. Seagoville acknowledges that it has had the opportunity to consult with counsel about the consequences of this waiver.

If the arrangement outlined above is satisfactory, please acknowledge this by signing below and returning it to me at your earliest convenience. If you have any questions concerning the terms of this engagement, please do not hesitate to call me.

Sincerely,
COZEN O'CONNOR

By: Jonathan M. Grossman
JMG

Accepted on Behalf of City of Seagoville:

Signature:

Print Name:

Title:

Date:

Accepted on Behalf of Azavar Audit Solutions, Inc.

Signature:

Print Name: Jason Perry

Title: CEO and President

Date:



TO: Mayor and City Council

FROM: Chris Ryan, Director of Public Works

DATE: August 19, 2024

ITEM: 23

DESCRIPTION: Discuss and consider an Ordinance amending Chapter 19 of the Code of Ordinances By Repealing Article 19.07 in its entirety and replacing it with a new Article 19.07, "Water Conservation Plan And Drought Contingency Plan"; providing for the adoption of a Water Conservation and Drought Contingency Plan; providing for a penalty of fine not to exceed the sum of two hundred dollars (\$200.00) for each offense; providing for the disconnection of water service for noncompliance with the provisions of the drought contingency plan; and providing an effective date.

INTRODUCTION

The purpose of this item is to update a water conservation and drought contingency plan to submit to TCEQ.

BACKGROUND

It is required by Texas Water Code, the regulations of the Texas Commission on Environmental Quality (the "TCEQ") and the City of Dallas as Seagoville's wholesale supplier, the City previously adopted a Water Conservation and Drought Contingency Plan, which is codified in Chapter 19, Article 19.07 of the Code of Ordinances. As increasing population and economic development in Region C have led to growing demands for water, additional supplies to meet higher demands will be expensive and difficult to develop making it important to use existing supplies efficiently and make them last as long as possible.

Upon review of Article 19.07 during the process of implementing the amendments necessary to comply with the TCEQ mandates, the City has determined that the provisions of Article 19.07 need to be updated.

RECOMMENDATION

Public Works recommends approval of repealing Article 19.07 in its entirety and replacing it with a new Article 19.07 to provide for the adoption of a water conservation and drought contingency plan within the City of Seagoville.

ATTACHMENTS

1. Ordinance
2. Water Conservation Plan
3. Drought Contingency Plan

AN ORDINANCE OF THE CITY OF SEAGOVILLE

ORDINANCE NO. ____-24

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING CHAPTER 19 OF THE CODE OF ORDINANCES BY REPEALING ARTICLE 19.07 IN ITS ENTIRETY AND REPLACING IT WITH A NEW ARTICLE 19.07, "WATER CONSERVATION PLAN AND DROUGHT CONTINGENCY PLAN"; PROVIDING FOR THE ADOPTION OF A WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200) FOR EACH OFFENSE; PROVIDING FOR THE DISCONNECTION OF WATER SERVICE FOR NONCOMPLIANCE WITH THE PROVISIONS OF THE DROUGHT CONTINGENCY PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, as required by the Texas Water Code, the regulations of the Texas Commission on Environmental Quality (the "TCEQ") and the City of Dallas as Seagoville's wholesale supplier, the City previously adopted a Water Conservation and Drought Contingency Plan, which is codified in Chapter 19, Article 19.07 of the Code of Ordinances; and,

WHEREAS, as increasing population and economic development in Region C have led to growing demands for water, additional supplies to meet higher demands will be expensive and difficult to develop making it important to use existing supplies efficiently and make them last as long as possible; and,

WHEREAS, upon review of Article 19.07 during the process of implementing the amendments necessary to comply with the TCEQ mandates, the City has determined that the provisions of Article 19.07 need to be updated; and

WHEREAS, the City Council hereby finds it is in the best interest of the City to repeal Article 19.07 in its entirety and replace it with a new Article 19.07 to provide for the adoption of a water conservation and drought contingency plan within the City of Seagoville.

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

SECTION 1 That Article 19.07 of the Code of Ordinances of the City of Seagoville, Texas is hereby repealed in its entirety and replaced with a new Article 19.07 to provide for the adoption of a water conservation and drought contingency plan within the City, which shall read in its entirety as follows:

"ARTICLE 19.07 WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN

Division 1. Water Conservation Plan

Sec. 19.07.001 Introduction and objectives

The City of Seagoville (City) is located southeast of Dallas, Texas in Dallas and Kaufman Counties. The United States Highway 175 West corridor runs east to west through the City.

Water supply has always been a key issue in the development of Texas. In recent years, the increasing population and economic development in Region C have led to growing demands for water. Additional supplies to meet higher demands will be expensive and difficult to develop. Therefore, it is important that we make efficient use of existing supplies and make them last as long as possible. This will delay the need for new supplies, minimize the environmental impacts associated with developing new supplies, and delay the high cost of additional water supply development.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality (TCEQ) has developed guidelines and requirements governing the development of water conservation and drought contingency plans for public water suppliers. The City of Seagoville has adopted this water conservation and drought contingency plan pursuant to TCEQ guidelines and requirements.

(1) The objectives of the water conservation plan are:

- To reduce water consumption.
- To reduce the loss and waste of water.
- To improve efficiency in the use of water.
- To extend the life of current water supplies by reducing the rate of growth in demand.

(2) The objectives of the drought contingency plan are:

- To conserve the available water supply in times of drought and emergency.
- To maintain supplies for domestic water use, sanitation, and fire protection.
- To protect and preserve public health, welfare, and safety.
- To minimize the adverse impacts of water supply shortages.
- To minimize the adverse impacts of emergency water supply conditions.

Sec. 19.07.002 Historic and Measurement Practices

(a) Seagoville's 2017 Water Distribution (Service Area) Map is located in Appendix A to the report being filed with the TCEQ.

(b) Seagoville's current record management system classifies water sales into three categories:

- (1) Residential (R)
- (2) Commercial (C)
- (3) Sprinkler (SP)

For each annual report, Seagoville has a system to divide the accounts into the following categories for the annual report:

- (1) Residential
 - (A) Single Family
 - (B) Multi-Family
- (2) Commercial
- (3) Institutional
- (4) Industrial
- (5) Agricultural

(c) Table 1 shows historical averages and usage patterns (in 1,000 gallons).

Table 1: Seagoville's Historic Water Usage

<i>Year</i>	2019	2020	2021	2022	2023
Residential					
Single-Family	308,980	356,827	457,930	393,004	399,381
Multi-Family	19,799	19,799	17,818	22,031	20,925
Commercial	150,457	150,457	127,905	101,927	126,307
Industrial/Mining	0	0	0	0	0
Institutional	84,729	84,729	62,496	51,939	53,176
Agriculture	0	0	0	0	0
Other/Wholesale	0	0	0	0	0

(d) Accurate metering of treated water deliveries. All treated water is metered through two (2) City of Dallas' Rate of Flow Controller meters: one at Seagoville Road and Stark Road and the other at Lasater Road and Wynngate Drive. Seagoville's wholesale water supply contract covers meter accuracy and periodic testing.

(e) Metering of customer and public uses and meter testing, repair, and replacement. Water usage for all customers of the City of Seagoville, excluding public and governmental users, is metered.

(f) Water Conservation Goals: Best Management Practices (BMP's) provide methods for the city to improve upon their water conservation efforts. Seagoville will continue implementation of existing BMP's and will implement additional BMP's outlined in Table 2. The City's proposed

BMP's to reach its conservation goals include the following:

Table 2: Best Management Practice Implementation Schedule

BMP Description	Activity	Currently Implemented	Implemented Within 5-Years
Water Conservation Pricing	Nonpromotional water rate structure	X	
System Water Audit and Water Loss	Annual water audit	X	
Public Information	Inserts with water conservation tips sent to the public twice in the next five years		X
	Water conservation tips available via the City's website	X	
Metering of All New Connections and Retrofit of Existing Connections	Replacement of all existing water meters		X
Athletic Field Conservation	Watered only on an as needed basis	X	
Park Conservation	Watered only on an as needed basis	X	
Prohibition on Wasting Water	Drought contingency plan	X	

Seagoville's five- and ten-year water conservation goals are outlined in Table 3. These goals are based on current water use per capita.

Table 3: Seagoville's Five- and Ten-Year Water Conservation Goals

	<i>Historic 5-year Average</i>	<i>Baseline</i>	<i>5-year goal for year 2028</i>	<i>10-year goal for year 2033</i>
Total GPCD	122	122	105	100
Residential GPCD	60	60	60	55
Water Loss GPCD	12	12	10	8
Water Loss Percentage	11%	11%	9%	7%

(g) Determination and control of unaccounted water. Unaccounted water is the difference between treated water obtained from Dallas and metered sales to Seagoville customers. Unaccounted water can include several categories:

- (1) inaccuracies in customer meters (customer meters tend to run more slowly as they age and under-report actual use);
- (2) losses due to water main breaks and leaks in the water distribution system;
- (3) losses due to flushing of lines;
- (4) losses due to illegal connections;
- (5) losses due to firefighting efforts; and

(6) other.

Apparent water losses include water that was actually used but not accounted for, such as customer meter errors or theft. Accounting for apparent losses increases the city's utility revenue but does not reduce water usage. Real losses include leakage and overflows at the water facilities.

Identifying and preventing real losses decreases a utility's costs and decreases water usage.

Seagoville will implement the following strategies to address apparent water loss:

- (1) Implement a meter replacement program to replace every meter in the City with new automatic meters with a guaranteed accuracy rate of 99.8% for the next 20 years.
- (2) Quantify and record all flushing of water lines:
- (3) Monitor construction activity to ensure meters are used, especially when new lines are being flushed prior to being placed in service and record water used annually during construction activities; and
- (4) Work closely with the Fire Department to estimate and record water used in firefighting activities.

Seagoville will implement the following strategies to address real water loss:

- (1) Respond to all identified water leaks within two hours and make repairs within 24 hours after utility locates, and estimate and record total unaccounted for water for tracking purposes;
- (h) Continuing public education and information campaign. The continuing public education and information campaign on water conservation for the City of Seagoville includes the following elements:
- (1) Include inserts on water conservation with water bills at least twice within five years. Inserts will include material developed by City of Seagoville staff and material obtained from the TWDB, the TCEQ, and other sources.
 - (2) Make information on water conservation available online at www.seagoville.us and include links to the TexasSmartScape web site and to information on water conservation on the TWDB and TCEQ web sites.
- (i) Non-promotional water rate structure. With the intent of encouraging water conservation and discouraging waste and excessive use of water, the City of Seagoville has adopted an increasing block rate water structure where the unit price of water increases with increasing water use. Current water rates at the time of adoption of this plan are shown in Tables 4 and 5.

Table 4: Monthly Meter Base Rate (includes first 2000 gallons) & Volume Unit Charges:

Residential & Commercial Rates			
Base Charges (including first 2,000 gallons)		Usage Charges	
5/8" Meter	\$26.94	2,001 - 5,000 gallons	\$2.96/1,000 gallons
1" Meter	\$40.42	5,001 - 10,000 gallons	\$3.71/1,000 gallons
1 ½" Meter	\$67.36	10,001 - 15,000 gallons	\$5.71/1,000 gallons
2" Meter	\$67.36	15,001 - 20,000 gallons	\$6.46/1,000 gallons
3" Meter	\$175.14	20,001 - 25,000 gallons	\$7.18/1,000 gallons
4" Meter	\$255.97	Over 25,000 gallons	\$7.95/1,000 gallons
6" Meter	\$897.24		
8" Meter or larger	\$1,347.17		

- (j) Reservoir system operation plan. The City does not own or maintain a reservoir.
- (k) Implementation and enforcement of the water conservation plan. This plan is part of an ordinance approved by City of Seagoville City Council. The ordinance designates responsible officials to implement and enforce Water Conservation and Drought Contingency Plan.
- (l) Coordination with Regional Water Planning Group. The City of Seagoville will provide a copy of this Water Conservation Plan to the Region C Water Planning Group and the City of Dallas.
- (m) Schedule for Implementing the Plan to Achieve Applicant’s Targets and Goals. This water conservation plan will be updated based on new and updated information every five years. Seagoville is currently updating its water distribution master plan. The most recent water master plan will be completed in 2018.
- (n) Tracking the Effectiveness of the Plan. Seagoville will collect and record the following information and data:
 - (1) Monthly operating reports
 - (2) Annual water consumption by meter account categorized into residential, commercial, and sprinkler categories
 - (3) Annual water conservation reports are submitted to the TWBD which contain trends pertaining to total and residential GPCD
 - (4) Water audit reports are filled out, reviewed, and submitted to the TWDB annually.
 - (5) Logs will be kept for all meter calibrations, meter testing, meter failure, and meter replacement programs
 - (6) Documentation will be kept for all flushing events
- (o) Leak detection and repair; pressure control. Measures to control unaccounted water are part of the routine operations of the City of Seagoville. Meter readers watch for and report signs of illegal connections so they can be addressed quickly. Crews and personnel look for and report evidence of leaks in the water distribution system. Maintenance crews respond quickly

to repair leaks reported by the public and city personnel. Areas of the water distribution system in which numerous leaks and line breaks occur are targeted for replacement as funds are available.

To reduce real water losses, the City of Seagoville will maintain a proactive water loss program. As part of this program, the City will implement the following actions:

- (1) Make every effort to respond to leaks within two hours and repair within 24 hours after utility locates;
- (2) Control pressure/flows to above the minimum standard-of-service level including fire requirements.

(p) Requirement for water conservation plans by wholesale customers. After adoption of this plan, any existing or contract for the wholesale sale of water by the City of Seagoville will include a requirement that the wholesale customer develop and implement a water conservation plan meeting the requirements of Title 30, Part I, Chapter 288. Subchapter A, Rule 288.2 of the Texas Administrative Code. This requirement will also extend to each successive wholesale customer in the resale of the water.

Secs. 19.07.003 - 19.07.010 Reserved

Division 2. Drought Contingency Plan

Sec. 19.07.011 Definitions

For the purposes of this Plan, the following definitions shall apply:

City shall mean the City of Seagoville, Texas.

School shall mean the Dallas Independent School District.

Homeowners Association or Commercial Property Owners Association (HOA's/POA's) shall mean a formal nonprofit organization operating under recorded land agreements through which:

- (1) each lot and/or homeowner in a specific area is automatically a member;
- (2) each lot or property interest is automatically subject to a charge for a proportionate share of the expense for the organization's activities, such as the maintenance of common property; and
- (3) the charge if unpaid, becomes a lien against the nonpaying member's property.

Common Property is real property including but not limited to: parks, lakes, open space; trails and/or floodplain management areas. Common property is either owned in fee, controlled as an easement or is property leased by a Homeowners Association or Commercial Property Owners Association for the common use, enjoyment and benefit of the members of the Homeowners Association or Commercial Property Owners Association. All common property shall be maintained by the members of the Homeowners Association or Commercial Property Owners Association, not the City.

Hand watering shall mean watering or applying water to a lawn, garden, or landscaping while holding the discharge end of a water hose.

Non-spray irrigation system shall mean use of soaker hoses, drip or bubble irrigation systems, or other means of applying water to an area without spraying the water into the air.

Irrigation shall mean watering or applying water to a lawn, garden, or landscaping through the use of underground systems with pop-up heads, sprinklers attached to water hoses, unattended water hoses or any other means of applying water to a lawn, garden, or landscaping which does not fit the definition of a non-spray irrigation system.

City Manager shall mean the chief executive officer of the City of Seagoville under the Home Rule Charter or his designee.

Residential shall include the following districts: R-1 through R-5, D, A, TH, MH, PD Residential, and the Downtown Form Based Zoning District (residential)

Non-residential shall include all districts not defined as residential districts by the Comprehensive Zoning Ordinance and all common property maintained by a Homeowners Association or Commercial Property Owners Association.

Watering shall mean watering or applying water on the lawn, trees, landscaping, flower beds, fields, playground areas, gardens, common property, City maintained property, School maintained property or other non-permeable surfaces in any zoning district by hand watering, non-spray irrigation systems, irrigation systems or any other means.

Sec. 19.07.012 Drought response stages

(a) The City Manager or his/her designee shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Depending on the availability of water and the City's ability to supply essential water demands and fire protection. The City Manager, upon notification to the City Council, is authorized to move from Stage to Stage within the Plan when requirements for initiation or rescinding are met. The City Manager may also make minor changes to the Plan that are not detrimental to the effectiveness of the overall Plan.

(b) The following procedures are required to initiate or rescind each stage of the Plan:

- (1) Notification must be made by public announcement.
- (2) The order becomes effective immediately upon public announcement.
- (3) Notification will be provided for publication in the City's official newspaper after public announcement. The newspaper is published on Thursday of each week. Additional notification will be provided by information posted on the City's web page.

The initiation conditions described herein for each response stage are based on historical analysis and recognized vulnerability of the water supply source and water distribution system during high water use demands and drought conditions.

(A) Stage 1-Water Awareness Stage

- i. Initiation Conditions: Stage 1 of the Plan shall be implemented when one or more of the following conditions occur:

- a. Annually, beginning on May 15 through September 15.
 - b. Short-term deficiencies in the City's distribution system limit supply capabilities.
- ii. Goals:
- a. Achieve a voluntary reduction in water use.
- iii. Demand Management Measures:
- a. No outside watering between the hours of 10 a.m. and 6 p.m., with the exception of the use of non-automatic spray irrigation systems and hand watering which will be allowed all days, at all times. The use of non-spray irrigation systems and hand watering will be allowed at all times in Stage I.
 - b. City will encourage water conservation by increasing awareness of Water Conservation techniques through the use of various available means including but not limited to: web page, direct mail-outs, water bill inserts, press releases or other means available to advise the public of the requirements of this ordinance.
- iv. Rescinding Conditions:

Stage I of the Plan shall be automatically rescinded on September 15 of each year, unless there is still a short-term deficiency in the City's distribution system or unless a different stage has been enacted and is still in force.

(B) Stage 2 - Water Watch Stage

- (i) Initiation Conditions: Stage 2 of the Plan shall be implemented when one or more of the following conditions occur:
 - a. Notification is received from DWU requiring implementation of procedures in accordance with contract obligations for wholesale customers.
 - b. Water demands exceed ninety percent (90%) of the current maximum flow rate contracted with DWU for five (5) consecutive days.
 - c. Ground Storage Reservoir levels do not recover for two (2) consecutive days.
 - d. Short-term deficiencies affect the City's distribution system limit supply capabilities.
- (ii) Goals: Reduce the average daily water demand below 90% of the

current maximum flow rate contracted from DWU.

(iii) Demand Management Measures:

- a. Odd numbered water customers must conduct all watering on Monday's, Wednesday's and Friday's.
- b. Even numbered water customers must conduct all watering on Tuesday's, Thursday's and Saturday's.
- c. No watering will be allowed on Sunday's.
- d. The City must conduct all watering of center medians of streets, street rights-of-way, parks, city facilities and other areas maintained by the City on Monday's, Wednesday's and Friday's.
- e. Homeowners Associations or Commercial Property Owners Associations must conduct all watering of common property on Mondays, Wednesdays, and Fridays.
- f. Nursery (garden and landscape) businesses are not restricted when watering business inventory; however, they must comply with watering requirements for the landscaping associated with the building.
- g. No outside watering will be allowed between the hours of 10:00 a.m. and 6:00 p.m. with the exception of the use of non-automatic spray Irrigation systems and hand watering which will be allowed all days, at all times. Use of non-spray irrigation systems and hand watering will be allowed all days.

(iv) Rescinding Conditions: Stage 2 of the Plan shall be rescinded when all of the initiating conditions have ceased to exist for a period of five (5) consecutive days or determined by the City Manager. Upon termination of Stage 2, Stage I - Water Awareness Stage becomes operative unless also rescinded.

(C) Stage 3 - Water Warning Stage

- (i) Initiation Conditions: Stage 3 of the Plan shall be implemented when one or more of the following conditions occur:
 - a. Notification is received from DWU requiring implementation of procedures in accordance with contract obligations for wholesale customers.
 - b. Water demands exceed ninety-five percent (95%) of the current maximum flow rate contracted with DWU for five (5) consecutive days.
 - c. Short-term deficiencies in the City's distribution system, such as system outage due to the failure or damage of major water

system components, limit supply capabilities.

- d. Ground Storage Reservoir levels do not recover for three (3) consecutive days.

(ii) Goals: Reduce the average daily water demand below 95% of the current maximum flow rate contracted from DWU.

(iii) Demand Management Measures:

- a. Odd numbered water customers must conduct all watering on Monday's and Friday's.
- b. Even numbered water customers must conduct all watering on Tuesday's and Saturday's.
- c. No watering will be allowed on Wednesday's, Thursday's and Sunday's.
- d. The City must conduct all watering of center medians of streets, street rights-of-way, parks, City facilities and other areas maintained by the City on Mondays and Fridays.
- e. Home Owners Associations or Commercial Property Owners Associations must conduct all watering of common property on Mondays and Fridays.
- f. Nursery (garden and landscape) businesses are not restricted when watering business inventory; however, they must comply with watering requirements for the landscaping associated with the building.
- g. In a Stage 3 Water Warning Stage, persons should contact the City Public Works Office prior to installing new landscaping to determine if a variance will be considered. As a general rule, no variance will be allowed during a Stage 3 Water Warning State. The Public Works Director or designee, in a Stage 3 Water Warning State may revoke approved variances, if deemed necessary to preserve the City's ability to supply essential water demands and fire protection.
- h. No outside watering will be allowed between the hours of 10:00 a.m. and 6:00 p.m. with the exception of the use of non-automatic spray irrigation systems which will be allowed all days, at all times. Hand watering will be restricted to the above allowed days.

(iv) Rescinding Conditions: Stage 3 of the Plan shall be rescinded when all of the initiation conditions have ceased to exist for a period of five (5) consecutive days. Upon termination of Stage 3, Stage 2 - Water Watch Stage becomes operative unless also rescinded.

(D) Stage 4 - Water Emergency Stage

- (i) Initiation Conditions: Stage 4 of the Plan shall be implemented when one or more of the following conditions occur:
 - a. Notification is received from DWU requiring implementation of procedures in accordance with contract obligations for wholesale customers.
 - b. Water demands exceed 100 percent (100%) of the current maximum flow rate contracted with DWU for two (2) consecutive days.
 - c. Short term deficiencies in the City's distribution system, such as system outage due to the failure or damage of major water system components, limit supply capabilities.
 - d. Ground storage reservoir levels do not recover for four (4) consecutive days.
- (ii) Goals: Reduce the average daily water demand below 95% of the current maximum flow rate contracted from DWU).
- (iii) Demand Management Measures:
 - a. Odd numbered water customers must conduct all watering on Monday's only.
 - b. Even numbered water customers must conduct all watering on Tuesday's only.
 - c. No watering will be allowed from Wednesday through Sunday.
 - d. The City must conduct all watering of center medians of streets, street rights-of-way, parks, City facilities and other areas maintained by the City on Monday's.
 - e. Homeowners Associations or Commercial Property Owners Associations must conduct all watering of common property on Tuesday's.
 - f. No outside watering will be allowed between the hours of 10:00 a.m. and 6:00 p.m. with the exception of the use of non-automatic spray irrigation systems which will be allowed all days, at all times. Hand watering is restricted to the one allowed day.
 - g. Nursery (garden and landscape) businesses are not restricted when watering business inventory; however, they must comply with watering requirements for the landscaping associated with the building.
 - h. In a Stage 4 Water Emergency Stage, persons should refrain

from installing new landscaping: No variance for watering more than one day per week will be allowed during a Stage 4 Water Emergency State. The Public Works Director or designee, in a Stage 4 Water Emergency State will revoke any variances approved during the Stage 3 Water Warning Stage.

- (iv) Rescinding Conditions: Stage 4 of the Plan shall be rescinded when all of the initiation conditions have ceased to exist for a period of five (5) consecutive days. Upon termination of Stage 4, Stage 3 - Water Warning Stage becomes operative unless also rescinded.
- (E) Stage 5 - Emergency Water Shortage Stage
 - (i) Initiation Conditions: Stage 5 of the Plan shall be implemented when the City Manager determines that a water supply emergency exists based on one or more of the following conditions:
 - a. Any major water system component failure that causes the unprecedented loss of capability to provide water service.
 - b. Natural or man-made contamination of the water supply source(s).
 - (ii) Goals: Restrict all watering to allow the water system to recover from the emergency condition.
 - (iii) Demand Management Measures:
 - a. No outdoor watering will be allowed.
 - b. Door hangers and/or street signs will be placed in the affected area providing information about the situation.
 - (iv) Rescinding Conditions: Stage 5 of the Plan shall be rescinded when all of the initiation conditions have ceased to exist. The City Manager will then determine what stage of the Plan should be implemented and the specific water use restrictions required to preserve the City's ability to meet essential water demand and fire protection.

Sec. 19.07.013 Variances

(a) The City Manager, or his/her designee, may, in writing, grant variances for water uses to establish new lawns or landscaping otherwise prohibited under this Plan under Stage I or 2, as provided herein.

Persons requesting a variance from the provisions of this Plan shall file a request with the City of Seagoville to be reviewed by the City Manager, or his/her designee, and shall include the following:

- (1) Name and address of the petitioner(s).
- (2) Purpose of water use (only consideration will be for new lawns or landscaping).

- (3) Detailed statement as to how the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
 - (4) Period of time which the variance is sought.
 - (5) Other pertinent information.
- (b) Variance may be granted to persons under conditions criteria established herein while on vacation in the event that power failures or other acts beyond their control cause irrigation systems to malfunction and water on the wrong day. A vacation variance shall meet the following:
- (1) A maximum two week period.
 - (2) Request considered only during Stage 1, 2 or 3.
- (c) Variances granted by the City of Seagoville shall be subject to the following conditions, unless waived or modified by the City Manager or his/her designee:
- (1) Variances granted shall include a timetable for compliance.
 - (2) Variances will only be considered if the City is in Stage 1 or 2 (or Stage 3 for a vacation variance).
 - (3) All variance forms shall be prominently displayed near the front door of the requestor.
 - (4) Any variance may be revoked if conditions worsen.
 - (5) Variances shall expire when the Plan is no longer in effect.
 - (6) No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Sec. 19.07.014 Enforcement

(a) No person shall knowingly or intentionally allow the use of water from the City of Seagoville for residential, commercial, industrial, agricultural, governmental, or any other purposes in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the Director, or his/her designee, in accordance with provisions of this Plan.

(b) Fines and Fees

- (1) Any person who violates this Plan is guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$50 and not more than \$200.
- (2) Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense.
- (3) If a person is convicted of two or more distinct violations of this Plan, upon due notice to the customer, The City may:
 - (A) install a flow restrictor in the line to limit the amount of water that will pass through the meter in a 24-hour period; or
 - (B) discontinue water served to the premises.
- (4) Services discontinued under such circumstances shall be restored only upon payment

of a re-connection charge, hereby established at an amount not to exceed \$135.00), and any other costs incurred by the City in discontinuing service. In addition, suitable assurance must be given that the same action will not be repeated while the Plan is in effect. Compliance with this Plan may also be sought through injunctive relief in the district court.

(c) Violators

- (1) Any person, including a person classified as a water customer of the City, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation.
- (2) Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

(d) Enforcement Officers

- (1) The City Manager, or his/her designee, or police officer, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance.
- (2) The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the municipal court on the date shown on the citation for which the date shall not be less than 3 days nor more than 15 days from the date the citation was issued.
- (3) The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator's residence.
- (4) The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued.
- (5) A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

Sec. 19.07.015 Public Education

The City will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of, but not limited to, an appropriate combination of the following items:

- (1) Public service announcements on cable access, radio and television

- (2) Newspaper and magazine articles and announcements
- (3) Interviews on radio and television programs
- (4) Press releases, media alerts and social media
- (5) Billboards
- (6) Water Conservation/Drought Contingency hotline
- (7) Water Conservation/Drought Contingency Website
- (8) Email and telephone notifications to customers
- (9) Mailed water bill inserts
- (10) Distribution of fact sheets, brochures, and pamphlets
- (11) Mass mailings of notification letters
- (12) City customer service representatives
- (13) Public meetings and hearings
- (14) Public education seminars
- (15) Stakeholder Advisory Committee meetings
- (16) Commercial, industrial and institutional employee education seminars”

SECTION 2. If any section, article paragraph, sentence, clause, phrase or word in this ordinance, or application thereto any persons or circumstances is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 3. That all provisions of the Ordinances of the City of Seagoville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby amended, repealed, and all other provisions of the Ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. This Ordinance shall become effective from and after its date of passage in accordance with law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE,
TEXAS THIS _____ DAY OF _____, 2024.**

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Autumn Keefer, Asst. City Attorney

4877-8282-6200, v. 1



Texas Commission on Environmental Quality

Water Availability Division

MC-160, P.O. Box 13087 Austin, Texas 78711-3087

Telephone (512) 239-4600, FAX (512) 239-2214

Utility Profile and Water Conservation Plan Requirements for Municipal Water Use by Retail Public Water Suppliers

This form is provided to assist retail public water suppliers in water conservation plan assistance in completing this form or in developing your plan, please contact the Conservation staff of the Resource Protection Team in the Water Availability Division at (512) 239-4600.

Water users can find best management practices (BMPs) at the Texas Water Development Board's website http://www.twdb.texas.gov/conservation/BMPs/index.asp. The practices are broken out into sectors such as Agriculture, Commercial and Institutional, Industrial, Municipal and Wholesale. BMPs are voluntary measures that water users use to develop the required components of Title 30, Texas Administrative Code, Chapter 288. BMPs can also be implemented in addition to the rule requirements to achieve water conservation goals.

Contact Information

Name of Water Supplier: City of Seagoville
Address: 702 N Highway 175, Seagoville, TX 75159
Telephone Number: (972) 287-2050 Fax: ()
Water Right No.(s): 0570016
Regional Water Planning Group: C
Water Conservation Coordinator (or person responsible for implementing conservation program): Chris Ryan (Director of Public Works) Phone: (972) 287-2050
Form Completed by: Kory Wilkinson, PE
Title: Project Manager
Signature: [Handwritten Signature] Date: 08/13/2024

A water conservation plan for municipal use by retail public water suppliers must include the following requirements (as detailed in 30 TAC Section 288.2). If the plan does not provide information for each requirement, you must include in the plan an explanation of why the requirement is not applicable.

Utility Profile

I. POPULATION AND CUSTOMER DATA

A. Population and Service Area Data

1. Attach a copy of your service-area map and, if applicable, a copy of your Certificate of Convenience and Necessity (CCN).
2. Service area size (in square miles): 21.8
3. Please see attached service-area map in Appendix A.
4. Current population of service area: 20,006
5. Current population served for:
 - a. Water: 20,000
 - b. Wastewater: 18,800
6. Population served for previous five years:

<i>Year</i>	<i>Population</i>
2019	16,757
2020	18,554
2021	18,811
2022	19,514
2023	19,643

7. Projected population for service area in the following decades:

<i>Year</i>	<i>Population</i>
2025	25,000
2030	31,000
2040	42,000
2050	50,000
2060	52,000

8. List source or method for the calculation of current and projected population size.

Texas Water Development Board 2021 Regional Water Plan – Population Projections by Water User Group

B. Customer Data

Senate Bill 181 requires that uniform consistent methodologies for calculating water use and conservation be developed and available to retail water providers and certain other water use sectors as a guide for preparation of water use reports, water conservation plans, and reports on water conservation efforts. A water system must provide the most detailed level of customer and water use data available to it, however, any new billing system purchased must be capable of reporting data for each of the sectors listed below. More guidance can be found at: <http://www.twdb.texas.gov/conservation/doc/SB181Guidance.pdf>

See Appendix B

1. Quantified 5-year and 10-year goals for water savings:

	<i>Historic 5-year Average</i>	<i>Baseline</i>	<i>5-year goal for year 2028</i>	<i>10-year goal for year 2033</i>
Total GPCD	122	122	105	100
Residential GPCD	60	60	60	55
Water Loss GPCD	12	12	10	8
Water Loss Percentage	11%	11%	9%	7%

Notes:

Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365

Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365

Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365

Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

2. Current number of active connections. Check whether multi-family service is counted as

5,871 Residential or 397 Commercial

<i>Treated Water Users</i>	<i>Metered</i>	<i>Non-Metered</i>	<i>Totals</i>
Residential	6267	0	6267
Single-Family	5434	0	5434
Multi-Family	437	0	437
Commercial	396	0	396
Industrial/Mining	0	0	0
Institutional	1	0	1
Agriculture	0	0	0
Other/Wholesale	0	0	0

3. List the number of new connections per year for most recent three years.

Year	2021	2022	2023
<i>Treated Water Users</i>			
Residential			
Single-Family	373	41	76
Multi-Family	107	1	0
Commercial	1	2	43
Industrial/Mining	0	0	0
Institutional	0	0	0
Agriculture	0	0	0
Other/Wholesale	0	0	0

4. List of annual water use for the five highest volume customers.

<i>Customer</i>	<i>Use (1,000 gal/year)</i>	<i>Treated or Raw Water</i>
Combine Water Service	116,586	Treated
Federal Correctional Institute	53,176	Treated
YES Kimberly LLC	30,873	Treated
Seagoville North Elementary	9,261	Treated
Cedar Point Apartments	6,128	Treated

II. WATER USE DATA FOR SERVICE AREA

A. Water Accounting Data

1. List the amount of water use for the previous five years (in 1,000 gallons).

Indicate whether this is diverted or treated water.

<i>Year</i>	2019	2020	2021	2022	2023
January	48,956	46,318	52,220	57,952	29,681
February	42,518	51,208	55,324	46,150	46,033
March	48,791	41,396	49,135	48,954	45,145
April	46,533	41,246	51,428	49,970	44,297,
May	50,099	44,985	49,901	62,114	52,532

<i>Year</i>	2019	2020	2021	2022	2023
June	51,902	55,301	55,330	75,230	56,693
July	67,275	61,674	64,226	70,178	49,795
August	70,212	74,787	60,283	47,798	80,458
September	61,951	44,571	64,789	27,113	44,693
October	56,343	77,206	59,736	35,688	72,166
November	48,333	52,095	54,414	28,685	55,275
December	48,735	40,741	54,500	30,588	50,809
Totals	641,668	631,479	671,286	580,411	627,577

2. Describe how the above figures were determined (e.g, from a master meter located at the point of a diversion from the source or located at a point where raw water enters the treatment plant, or from water sales).

The numbers above were determined using water sales information.

3. Amount of water (in 1,000 gallons) delivered/sold as recorded by the following account types for the past five years.

<i>Year</i>	2019	2020	2021	2022	2023
Residential					
Single-Family	308,980	356,827	457,930	393,004	399,381
Multi-Family	19,799	19,799	17,818	22,031	20,925
Commercial	150,457	150,457	127,905	101,927	126,307
Industrial/Mining	0	0	0	0	0
Institutional	84,729	84,729	62,496	51,939	53,176
Agriculture	0	0	0	0	0
Other/Wholesale	0	0	0	0	0

4. List the previous records for water loss for the past five years (the difference between water diverted or treated and water delivered or sold).

<i>Year</i>	<i>Amount (gallons)</i>	<i>Percent %</i>
2019	29,872,133	4.6
2020	18,070,885	2.9
2021	17,169,304	2.5

2022	15,948,399	2.8
2023	26,349,354	4.2

Notes:

Large leaks have since been discovered and repaired since the 2021 unusually high lost water. Issues with metering may also be an issue with the lost water.

B. Projected Water Demands

1. If applicable, attach or cite projected water supply demands from the applicable Regional Water Planning Group for the next ten years using information such as population trends, historical water use, and economic growth in the service area over the next ten years and any additional water supply requirements from such growth.

N/A

III. WATER SUPPLY SYSTEM DATA

A. Water Supply Sources

1. List all current water supply sources and the amounts authorized (in acre feet) with each.

<i>Water Type</i>	<i>Source</i>	<i>Amount Authorized</i>
Surface Water	N/A	N/A
Groundwater	N/A	N/A
Other	N/A	N/A

B. Treatment and Distribution System (if providing treated water)

1. Design daily capacity of system (MGD): 10 mgd
2. Storage capacity (MGD):
 - a. Elevated: 1 mil
 - b. Ground: 2 mil
3. If surface water, do you recycle filter backwash to the head of the plant?

Yes No If yes, approximate amount (MGD):

Water Conservation Plan

In addition to the utility profile, please attach the following as required by Title 30, Texas Administrative Code, §288.2. Note: If the water conservation plan does not provide information for each requirement, an explanation must be included as to why the requirement is not applicable.

A. Record Management System

The water conservation plan must include a record management system which allows for the classification of water sales and uses in to the most detailed level of water use data currently available to it, including if possible, the following sectors: residential (single and multi-family), commercial.

This is recorded in the "2017 Water Utility Profile" spreadsheet attached as an appendix to this Water Conservation Plan.

B. Specific, Quantified 5 & 10-Year Targets

The water conservation plan must include specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in gallons per capita per day. Note that the goals established by a public water supplier under this subparagraph are not enforceable. These goals must be updated during the five-year review and submittal.

Goals highlighted in section B.1 are acceptable.

C. Measuring and Accounting for Diversions

The water conservation plan must include a statement about the water suppliers metering device(s), within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply.

Unaccounted water is the difference between treated water obtained from Dallas and metered sales to Seagoville customers. Unaccounted water can include several categories:

- *inaccuracies in customer meters (customer meters tend to run more slowly as they age and under-report actual use).*
- *losses due to water main breaks and leaks in the water distribution system.*
- *losses due to flushing of lines.*
- *losses due to illegal connections.*
- *losses due to firefighting efforts; and*
- *other.*

Apparent water losses include water that was actually used but not accounted for, such as customer meter errors or theft. Accounting for apparent losses increases the city's utility revenue but does not reduce water usage. Real losses include leakage and overflows at the water facilities.

Identifying and preventing real losses decreases a utility's costs and decreases water usage. Seagoville will implement the following strategies to address apparent water loss:

- *Implement a meter replacement program to replace every meter in the City with new automatic meters with a guaranteed accuracy rate of 99.8% for the next 20 years.*
- *Quantify and record all flushing of water lines:*
- *Monitor construction activity to ensure meters are used, especially when new lines are being flushed prior to being placed in service and record water used annually during construction activities; and*

- *Work closely with the Fire Department to estimate and record water used in firefighting activities.*

D. Universal Metering

The water conservation plan must include a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement.

E. Measures to Determine and Control Water Loss

The water conservation plan must include measures to determine and control water loss (for example, periodic visual inspections along distribution lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.).

Annual water audits are conducted at the City of Seagoville. Additionally, periodic leak detection is performed by a third-party company employed to investigate suspected leaks.

F. Continuing Public Education & Information

The water conservation plan must include a description of the program of continuing public education and information regarding water conservation by the water supplier.

The continuing public education and information campaign on water conservation for the City of Seagoville includes the following elements:

- 1. Include inserts on water conservation with water bills at least twice within five years. Inserts will include material developed by City of Seagoville staff and material obtained from the TWDB, the TCEQ, and other sources.*
- 2. Make information on water conservation available online at www.seagoville.us and include links to the TexasSmartScape web site and to information on water conservation on the TWDB and TCEQ web sites.*

G. Non-Promotional Water Rate Structure

The water supplier must have a water rate structure which is not “promotional,” i.e., a rate structure which is cost-based, and which does not encourage the excessive use of water. This rate structure must be listed in the water conservation plan.

Residential & Commercial Rates			
Base Charges (including first 2,000 gallons)		Usage Charges	
5/8" Meter	\$26.94	2,001 - 5,000 gallons	\$2.96/1,000 gallons
1" Meter	\$40.42	5,001 - 10,000 gallons	\$3.71/1,000 gallons
1 ½" Meter	\$67.36	10,001 - 15,000 gallons	\$5.71/1,000 gallons
2" Meter	\$67.36	15,001 - 20,000 gallons	\$6.46/1,000 gallons
3" Meter	\$175.14	20,001 - 25,000 gallons	\$7.18/1,000 gallons
4" Meter	\$255.97	Over 25,000 gallons	\$7.95/1,000 gallons
6" Meter	\$897.24		
8" Meter or larger	\$1,347.17		

Apartments & Mobile Park Rates			
Base Charges (including first 2,000 gallons)		Usage Charges	
5/8" Meter	\$26.94	2,001 - 5,000 gallons	\$2.96/1,000 gallons
1" Meter	\$26.94	5,001 - 10,000 gallons	\$3.71/1,000 gallons
1 ½" Meter	\$26.94	10,001 - 15,000 gallons	\$5.71/1,000 gallons
2" Meter	\$26.94	15,001 - 20,000 gallons	\$6.46/1,000 gallons
3" Meter	\$26.94	20,001 - 25,000 gallons	\$7.18/1,000 gallons
4" Meter	\$26.94	Over 25,000 gallons	\$7.95/1,000 gallons
6" Meter	\$26.94		
8" Meter or larger	\$26.94		

H. Reservoir Systems Operations Plan

The water conservation plan must include a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin in order to optimize available water supplies.

Not applicable.

I. Enforcement Procedure and Plan Adoption

The water conservation plan must include a means for implementation and enforcement, which shall be evidenced by a copy of the ordinance, rule, resolution, or tariff, indicating official adoption of the water conservation plan by the water supplier; and a description of the authority by which the water supplier will implement and enforce the conservation plan.

This plan is part of an ordinance approved by City of Seagoville City Council. The ordinance designates responsible officials to implement and enforce Water Conservation and Drought Contingency Plan.

J. Coordination with the Regional Water Planning Group(s)

The water conservation plan must include documentation of coordination with the regional water planning groups for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.

The City of Seagoville will provide a copy of this Water Conservation Plan to the Region C Water Planning Group and the City of Dallas.

K. Plan Review and Update

A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan not later than May 1, 2009, and every five years after that date to coincide with the regional water planning group. The revised plan must also include an implementation report.

This water conservation plan will be updated based on new and updated information every five years. Seagoville has updated its water distribution master plan. The most recent water master plan was completed in 2018.

V. ADDITIONAL REQUIREMENTS FOR LARGE SUPPLIERS

Required of suppliers serving population of 5,000 or more or a projected population of 5,000 or more within the next ten years:

A. Leak Detection and Repair

The plan must include a description of the program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system in order to control unaccounted for uses of water.

Measures to control unaccounted water are part of the routine operations of the City of Seagoville. Meter readers watch for and report signs of illegal connections so they can be addressed quickly. Crews and personnel look for and report evidence of leaks in the water distribution system. Maintenance crews respond quickly to repair leaks reported by the public and city personnel. Areas of the water distribution system in which numerous leaks and line breaks occur are targeted for replacement as funds are available.

To reduce real water losses, the City of Seagoville will maintain a proactive water loss program. As part of this program, the City will implement the following actions:

- a. Make every effort to respond to leaks within two hours and repair within 24 hours after utility locates.*
- b. Control pressure/flows to above the minimum standard-of-service level including fire requirements.*

B. Contract Requirements

A requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the water, the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this chapter.

After adoption of this plan, any existing or contract for the wholesale sale of water by the City of Seagoville will include a requirement that the wholesale customer develop and implement a water conservation plan meeting the requirements of Title 30, Part I, Chapter 288. Subchapter A, Rule 288.2 of the Texas Administrative Code. This requirement

VI. ADDITIONAL CONSERVATION STRATEGIES

Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements of 30 TAC §288.2(1), if they are necessary in order to achieve the stated water conservation goals of the plan. The commission may require by commission order

that any of the following strategies be implemented by the water supplier if the commission determines that the strategies are necessary in order for the conservation plan to be achieved:

1. Conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;
2. Adoption of ordinances, plumbing codes, and/or rules requiring water conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition;
3. A program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;
4. A program and/or ordinance(s) for landscape water management;
5. A method for monitoring the effectiveness and efficiency of the water conservation plan;
and
6. Any other water conservation practice, method, or technique which the water supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

Appendix A

Water Distribution Map



Legend

- ★ Point of Connection
- ▭ Seagoville City Limits
- Rivers and Creeks
- Pressure Plane**
- Highland Meadows
- Seagoville
- Diameter (inches)**
- 2
- 4
- 6
- 8
- 12
- 14
- 18

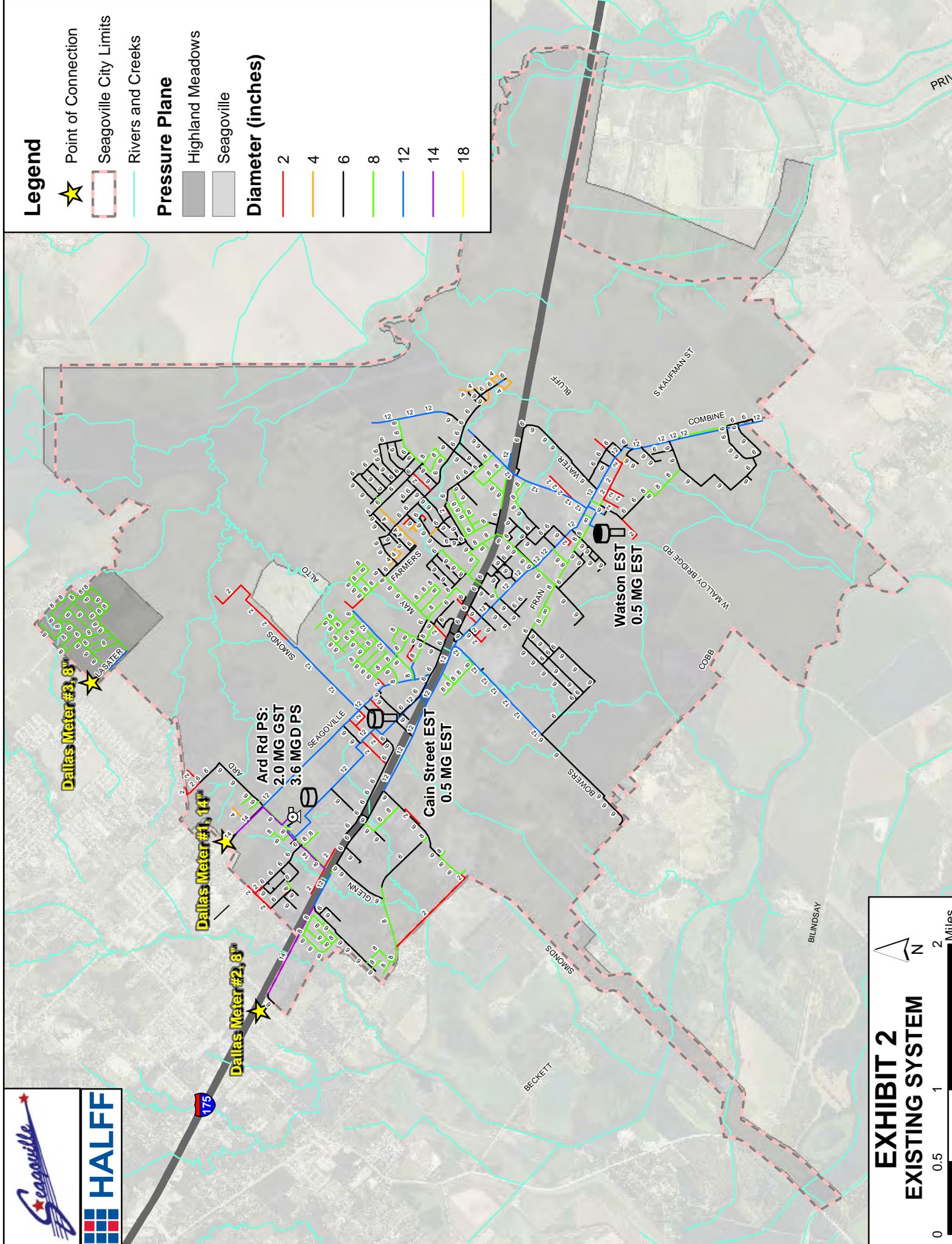


EXHIBIT 2
EXISTING SYSTEM

0 0.5 1 2 Miles

Appendix B

WATER DEMAND PROJECTIONS

4. Planning Assumptions

Seagoville's existing water distribution system serves approximately 4,870 water billing accounts occupying over 5,000 acres of developed land. Exhibit 1 identifies the locations of existing development within the City.

The City does not treat its own water; wholesale treated water is supplied to Seagoville through an 18-inch transmission main from the City of Dallas via one primary point of entry (Delivery Point 1), located at the northwest end of the system, which connects with the Dallas Water Utilities distribution system and supplies water to most of Seagoville's population. Seagoville's water supply contract with the City of Dallas reserves up to ten million gallons per day (MGD) for the City. However, the 14-inch pipe transferring water from the Dallas meter to the Seagoville pump station can only convey a maximum of 8.83 MGD due to the diameter and length of the pipe.

Seagoville stores the treated water purchased from Dallas and then pumps it to its individual customers. Seagoville also resales a portion of its water to the Federal Correctional Institution, whose point of connection is on a 12-inch main line in the central part of the City. Seagoville's system also provides water to the City of Combine, whose point of entry is on a 12-inch main line in the southeastern corner of the City. Although Seagoville conveys the water through its own infrastructure to Combine, Combine directly pays Dallas for the water. Historically the city has not passed any repumping or transmission costs on to Combine.

Seagoville has a secondary point of entry (Delivery Point 3) with the Dallas Water Utilities distribution system supplying water to the Highland Meadows neighborhood. This meter currently delivers a maximum of 5.7 MGD. There is a third standby point of entry (Delivery Point 2) which can deliver a maximum of 6.0 MGD, but it is rarely used.

Population

Dating back to 1990, Seagoville has grown at an average rate of 2.18 percent per year. The historical population and corresponding growth rates are shown in the table below. The average household size in Seagoville is 3.18 people per house according to the 2010 US Census.

Table 5: Historical Population and Growth Rate in Seagoville

Year	1990	2000	2010	2011	2012	2013	2014	2015	2016	2017
Population	8,969	10,823	14,835	14,850	14,920	15,020	15,130	15,390	15,580	16,093
Annual Growth Rate	2.1%	1.9%	3.2%	0.1%	0.5%	0.7%	0.7%	1.7%	1.2%	3.3%

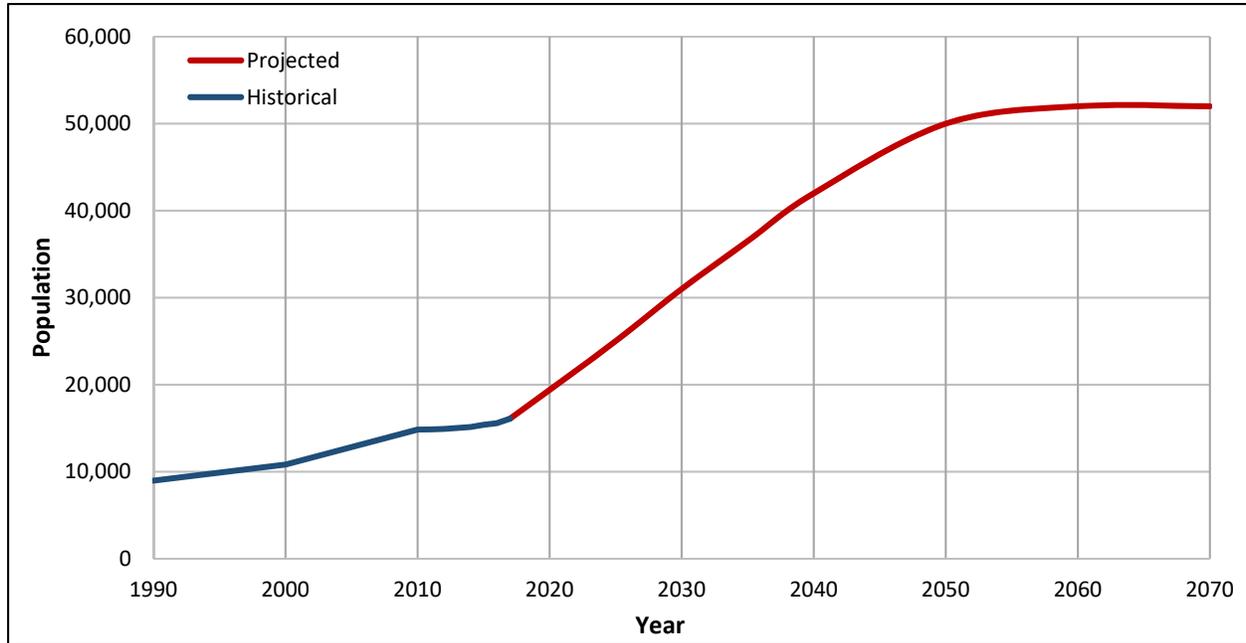
Data Sources: US Census Bureau and North Central Texas Council of Governments

Lot counts for known, planned developments and density assumptions for vacant land were considered when developing population projections. A future land use mix of 70 percent residential, 25 percent commercial, and 5 percent open space was assumed for undeveloped land, which generally coincides with existing land uses. An average density of 4 homes per acre and 3.2 persons per household was used for the residential areas. Future population estimates are shown in the table below and graphically in the figure below.

Table 6: Seagoville Projected Population and Growth Rate

Year	2020	2025	2030	2035	2040	2050	2060
Population	19,400	25,000	31,000	36,500	42,000	50,000	52,000
Average Annual Growth	1,102	1,120	1,200	1,100	1,100	800	200
Annual Growth Rate	4.8%	5.2%	4.4%	3.3%	2.8%	1.8%	0.4%

Figure 5: Historical and Projected Seagoville Population



Connection counts were projected based on population annual growth rate percentages. No expansion was assumed for the prison and Combine connection counts were not determined as part of this study.

Table 7: Seagoville Projected Connection and Growth Rate

Year	2017	2020	2025	2030	2035	2040	2050	2060
Highland Meadows Connections	525	559	763	763	763	763	763	763
Total Connections	4,872	5,873	7,569	9,385	11,050	12,715	15,137	15,610
Average Annual Growth	n/a	334	339	363	333	333	242	47
Population/Connection	3.30	3.30	3.30	3.30	3.30	3.30	3.30	3.33
Annual Connection Growth Rate	n/a	6.4%	5.2%	4.4%	3.3%	2.8%	1.8%	0.3%

Water Demand Projections

Halff reviewed existing wholesale and individual account water meter data to approximate the historical daily water demands for Seagoville. Seagoville's wholesale data at the Dallas connection is measured daily and was used to establish both an average annual daily demand (AADD) and maximum day demand between January 2013 and December 2017. Based on the data provided, Seagoville's existing water demands are listed in the table below. Flows include the Highland Meadows neighborhood.

Table 8: Seagoville Water Use

	Seagoville	Combine	Total
Average Annual Daily Demand (mgd)	1.30	0.28	1.58
Maximum Day Water Demand (mgd)	2.65	0.55	3.20
Max Day : AADD factor	2.04	1.97	2.03
Peak Hour Water Demand	3.73	0.78	4.51
Average Daily Total Demand per Capita (gpd)	81	133	87
Average Daily Residential Demand per Capita (gpd)	60	N/A	N/A
Average Daily Non-Residential Demand per Acre (gpac)	235	N/A	N/A

A summary of the existing water demands is in Appendix A.

The projected population and land use data were applied to developable land without any current planned or platted records. Average residential daily demands for land with future development potential were based on an assumed 3.2 people per household for single-family units and a demand of 100 gpcd. The projected water demand per capita of 100 gpd per capita is the same as the wastewater demand per capita assumed in the Wastewater Master Plan. The wastewater demand per capita flow was based off strict design criteria, while the water demand per capita was based off a conservative estimate after analyzing historical water use in Seagoville. Future non-residential water demands are based on an assumed unit flowrate of 370 gallons per day per gross acre. The basis for this from the Wastewater Master plan which uses a 350gpdpa with a 15 % increase for water lost during usage. The projected average and maximum day water demands for the City are shown in the table below. The maximum day to average day factor of 2.04 is based on Seagoville's historical demands and the peak hour factor is 1.41 based on Seagoville's daily pattern. The demands do not include Combine in the total flow or per capita values.

Table 9: Seagoville Water Demand Projections

Year	Average Daily Demand	Maximum Day Demand	Peak Hour Demand	Average per Capita Demand
	mgd	mgd	mgd	gpcd
2018*	1.20	2.44	3.45	83
2023*	1.51	3.08	4.35	86
2028*	2.07	4.23	5.96	92
2028**	2.30	4.70	6.63	92
Buildout**	4.98	10.16	14.32	96

*Flow does not include Highland Meadows neighborhood

**Flow does include Highland Meadows neighborhood

Since Seagoville provides water to Combine through their pump station, Halff also accounted for Combine’s flow in addition to Seagoville’s daily demands. The maximum day to average day factor of 2.03 is based on Seagoville and Combine’s historical demands and the peak hour factor is 1.41 based on Seagoville’s diurnal pattern. The table below reflects the average, maximum, peak, and average per capita demands for both municipalities.

Table 10: Seagoville and Combine Total Water Demand Projections

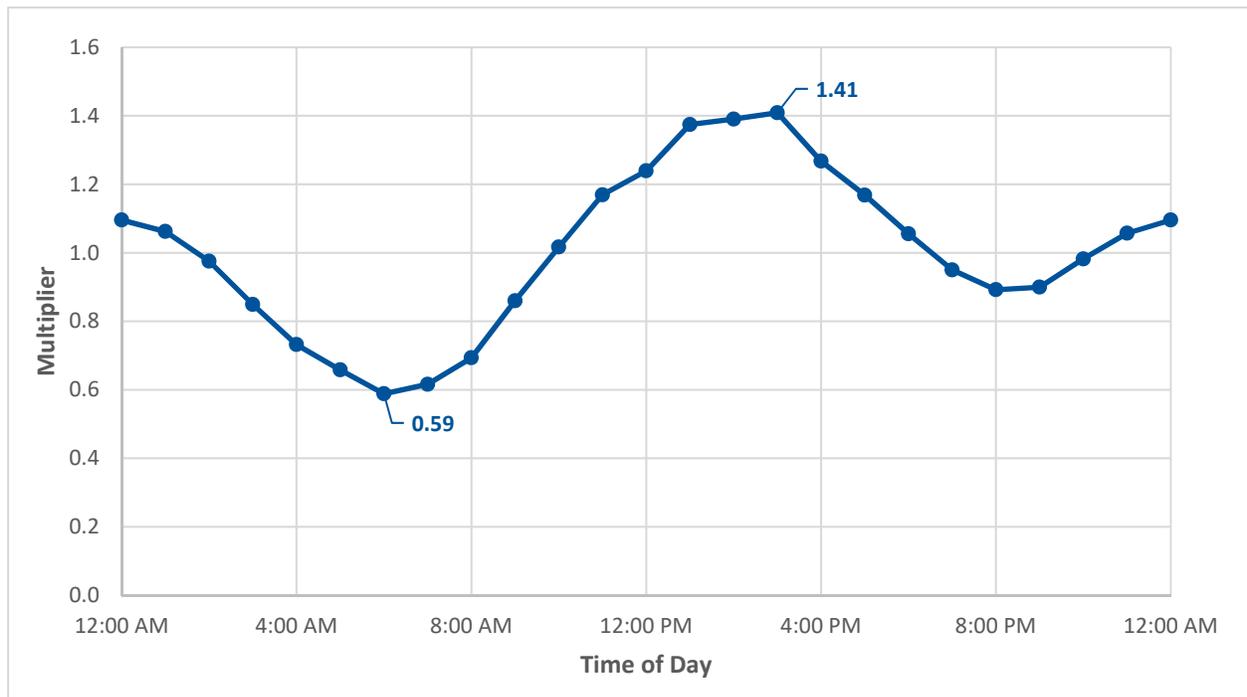
Year	Average Daily Demand	Maximum Day Demand	Peak Hour Demand	Average per Capita Demand
	mgd	mgd	mgd	gpcd
2018*	1.48	3.00	4.23	89
2023*	1.80	3.66	5.15	89
2028*	2.38	4.84	6.82	94
2028**	2.61	5.31	7.48	93
Buildout**	5.59	11.35	16.00	97

*Flow does not include Highland Meadows neighborhood

**Flow does include Highland Meadows neighborhood

Daily water demand patterns within Seagoville were calculated from three years of hourly pump flow data. The daily graph shown in Figure 2 displays the multiplier for each hour of the day.

Figure 6: Seagoville Daily Water Demand Pattern



Appendix C

Adoption of Water Conservation Plan



Texas Commission on Environmental Quality

Water Availability Division
MC-160, P.O. Box 13087 Austin, Texas 78711-3087
Telephone (512) 239-4600, FAX (512) 239-2214

Drought Contingency Plan for a Retail Public Water Supplier

This form is provided as a model of a drought contingency plan for a retail public water supplier. If you need assistance in completing this form or in developing your plan, please contact the Conservation Staff of the Resource Protection Team in the Water Availability Division at (512) 239-4600.

Drought Contingency Plans must be formally adopted by the governing body of the water provider and documentation of adoption must be submitted with the plan. For municipal water systems, adoption would be by the city council as an ordinance. For other types of publicly-owned water systems (example: utility districts), plan adoption would be by resolution of the entity's board of directors adopting the plan as administrative rules. For private investor-owned utilities, the drought contingency plan is to be incorporated into the utility's rate tariff. Each water supplier shall provide documentation of the formal adoption of their drought contingency plan.

Name: City of Seagoville

Address: 702 N Highway 175, Seagoville, TX 75159

Telephone Number: (972) 287-2050 Fax: ()

Water Right No.(s): 0570016

Regional Water Planning Group: C

Person responsible for implementation: Chris Ryan (Director of Public Works) Phone: (972) 287-2050

Form Completed by: Kory Wilkinson, PE

Title: Project Manager

Signature:  Date: 8/13/2024

Section I: Declaration of Policy, Purpose, and Intent

In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the City of Seagoville hereby adopts the following regulations and restrictions on the delivery and consumption of water.

Water uses regulated or prohibited under this Drought Contingency Plan (the Plan) are considered to be non-essential and continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water which

subjects the offender(s) to penalties as defined in Section X of this Plan.

Section II: Public Involvement

Opportunity for the public to provide input into the preparation of the Plan was provided by the City of Seagoville by means of providing copies for public review and allowing comment in advance of adoption by the Council of the City of Seagoville. Written or emailed comments will be allowed in advance of the adoption of the ordinance in multiple public meetings.

Section III: Public Education

The City will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the drought response measures to be implemented in each stage. This information will be provided by means of, but not limited to, an appropriate combination of the following items:

- (1) Public service announcements on cable access, radio and television
- (2) Newspaper and magazine articles and announcements
- (3) Interviews on radio and television programs
- (4) Press releases, media alerts and social media
- (5) Billboards
- (6) Water Conservation/Drought Contingency hotline
- (7) Water Conservation/Drought Contingency Website
- (8) Email and telephone notifications to customers
- (9) Mailed water bill inserts
- (10) Distribution of fact sheets, brochures, and pamphlets
- (11) Mass mailings of notification letters
- (12) City customer service representatives
- (13) Public meetings and hearings
- (14) Public education seminars
- (15) Stakeholder Advisory Committee meetings
- (16) Commercial, industrial and institutional employee education seminars”

Section IV: Coordination with Regional Water Planning Groups

The service area of the City of Seagoville is located within Region C of the Texas Water Development Board’s planning group and the City of Seagoville has provided a copy of this Plan to the Texas Water Development Board.

Section V: Authorization

The Director of Public Works, upon notification to the City Council, is authorized to move from Stage to Stage within the Plan when requirements for initiation or rescinding are met. The Director of Public Works may also make minor changes to the Plan that are not detrimental to the effectiveness of the overall plan.

Section VI: Application

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided by the City of Seagoville. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations, and all other legal entities.

Section VII: Definitions

For the purposes of this Plan, the following definitions shall apply:

City shall mean the City of Seagoville, Texas.

School shall mean the Dallas Independent School District.

Homeowners Association or Commercial Property Owners Association (HOA's/POA's) shall mean a formal nonprofit organization operating under recorded land agreements through which:

- (1) each lot and/or homeowner in a specific area is automatically a member;
- (2) each lot or property interest is automatically subject to a charge for a proportionate share of the expense for the organization's activities, such as the maintenance of common property; and
- (3) the charge if unpaid, becomes a lien against the nonpaying member's property.

Common Property is real property including but not limited to: parks, lakes, open space; trails and/or floodplain management areas. Common property is either owned in fee, controlled as an easement or is property leased by a Homeowners Association or Commercial Property Owners Association for the common use, enjoyment and benefit of the members of the Homeowners Association or Commercial Property Owners Association. All common property shall be maintained by the members of the Homeowners Association or Commercial Property Owners Association, not the City.

Hand watering shall mean watering or applying water to a lawn, garden, or landscaping while holding the discharge end of a water hose.

Non-spray irrigation system shall mean use of soaker hoses, drip or bubble irrigation systems, or other means of applying water to an area without spraying the water into the air.

Irrigation shall mean watering or applying water to a lawn, garden, or landscaping through the use of underground systems with pop-up heads, sprinklers attached to water hoses, unattended water hoses or any other means of applying water to a lawn, garden, or landscaping which does not fit the definition of a non-spray irrigation system.

City Manager shall mean the chief executive officer of the City of Seagoville under the Home Rule Charter or his designee.

Residential shall include the following districts: R-1 through R-5, D, A, TH, MH, PD Residential, and the Downtown Form Based Zoning District (residential)

Non-residential shall include all districts not defined as residential districts by the Comprehensive Zoning Ordinance and all common property maintained by a Homeowners Association or Commercial Property Owners Association.

Watering shall mean watering or applying water on the lawn, trees, landscaping, flower beds, fields, playground areas, gardens, common property, City maintained property, School maintained property or other non-permeable surfaces in any zoning district by hand watering, non-spray irrigation systems, irrigation systems or any other means.

Termination of Drought Response Stages

The Director of Public Works or his/her designee shall monitor water supply and/or demand conditions on a daily basis and shall determine when conditions warrant initiation or termination of each stage of the Plan. Depending on the availability of water and the City's ability to supply essential water demands and fire protection.

Stage 1 Triggers - Water Awareness Stage

Requirements for initiation

Stage 1 of the Plan shall be implemented when one or more of the following conditions occur:

- a. Annually, beginning on May 15 through September 15.
- b. Short-term deficiencies in the City's distribution system limit supply capabilities.

Requirements for termination

Stage 1 of the Plan shall be automatically rescinded on September 15 of each year, unless there is still a short-term deficiency in the City's distribution system or unless a different stage has been enacted and is still in force.

Stage 2 Triggers - Water Watch Stage

Requirements for initiation

Stage 2 of the Plan shall be implemented when one or more of the following conditions occur:

- a. Notification is received from DWU requiring implementation of procedures in accordance with contract obligations for wholesale customers.
- b. Water demands exceed ninety percent (90%) of the current maximum flow rate contracted with DWU for five (5) consecutive days.
- c. Ground Storage Reservoir levels do not recover for two (2) consecutive days.
- d. Short-term deficiencies affect the City's distribution system limit supply capabilities.

Requirements for termination

Stage 2 of the Plan shall be rescinded when all of the initiating conditions have ceased to exist for a period of five (5) consecutive days or determined by the Director of Public Works. Upon termination of Stage 2, Stage I - Water Awareness Stage becomes operative unless also rescinded.

Stage 3 Triggers - Water Warning Stage

Requirements for initiation

Stage 3 of the Plan shall be implemented when one or more of the following conditions occur:

- a. Notification is received from DWU requiring implementation of procedures in accordance with contract obligations for wholesale customers.
- b. Water demands exceed ninety-five percent (95%) of the current maximum flow rate contracted with DWU for five (5) consecutive days.
- c. Short-term deficiencies in the City's distribution system, such as system outage due

to the failure or damage of major water system components, limit supply capabilities.

- d. Ground Storage Reservoir levels do not recover for three (3) consecutive days.

Requirements for termination

Stage 3 of the Plan shall be rescinded when all of the initiation conditions have ceased to exist for a period of five (5) consecutive days. Upon termination of Stage 3, Stage 2 - Water Watch Stage becomes operative unless also rescinded.

Stage 4 Triggers - Water Emergency Stage

Requirements for initiation

Stage 4 of the Plan shall be implemented when one or more of the following conditions occur:

- a. Notification is received from DWU requiring implementation of procedures in accordance with contract obligations for wholesale customers.
- b. Water demands exceed 100 percent (100%) of the current maximum flow rate contracted with DWU for two (2) consecutive days.
- c. Short term deficiencies in the City's distribution system, such as system outage due to the failure or damage of major water system components, limit supply capabilities.
- d. Ground storage reservoir levels do not recover for four (4) consecutive days.

Requirements for termination

Stage 4 of the Plan shall be rescinded when all of the initiation conditions have ceased to exist for a period of five (5) consecutive days. Upon termination of Stage 4, Stage 3 - Water Warning Stage becomes operative unless also rescinded.

Stage 5 Triggers - Emergency Water Shortage Stage

Requirements for initiation

Stage 5 of the Plan shall be implemented when the Director of Public Works determines that a water supply emergency exists based on one or more of the following conditions:

- a. Any major water system component failure that causes the unprecedented loss of capability to provide water service.
- b. Natural or man-made contamination of the water supply source(s).

Requirements for termination

Stage 5 of the Plan shall be rescinded when all of the initiation conditions have ceased to exist. The Director of Public Works will then determine what stage of the Plan should be implemented and the specific water use restrictions required to preserve the City's ability to meet essential water demand and fire protection.

Section IX: Drought Response Stages

The Director of Public Works, or his/her designee, shall monitor water supply and/or demand conditions on a daily basis and, in accordance with the triggering criteria set forth in Section VIII of this Plan, shall determine that a mild, moderate, critical or emergency water shortage condition exists and shall implement the following notification procedures:

Notification

Notification of the Public:

The Director of Public Works or his/ her designee shall notify the public by means of:

- Press release from the City of Seagoville
- E-bill addition
- Public Service Announcements
- Notices in Public Parks and other City Buildings.
- Portable signs in key locations around Seagoville (highly irrigated areas, commercial areas where compliance has typically been poor due to lack of awareness of notifications, etc.)

Additional Notification:

The Director of Public Works or his/ her designee shall notify directly, or cause to be notified directly, the following individuals and entities at each drought Stage:

- **Stage 1**
 - Mayor and members of the City Council
 - City Manager
 - Parks Department
 - Customers (Major Water Users)
- **Stage 2**
 - **Mayor and members of the City Council**
 - **City Manager**
 - **City and/or County Emergency Management Coordinator(s)**
 - **Fire Chief**
 - **Parks / street superintendents & public facilities managers**
 - **Customers**
- **Stage 3**
 - **City and/or County Emergency Management Coordinator(s)**
 - **Fire chief(s)**
 - **Parks / street superintendents & public facilities managers**
 - **Critical water users, i.e. hospitals**
 - **Customers**

Stage 1 Response – Water Awareness Stage

Target:

- a. Achieve a voluntary reduction in water use

Best Management Practices for Supply Management:

- a. No outside watering between the hours of 10 a.m. and 6 p.m., with the exception of the use of non-automatic spray irrigation systems and hand watering which will be allowed all days, at all times. The use of non-spray irrigation systems and hand watering will be allowed at all times in Stage I.
- b. City will encourage water conservation by increasing awareness of Water Conservation techniques through the use of various available means including but not limited to: web page, direct mail-outs, water bill inserts, press releases or other means available to advise the public of the requirements of this ordinance.

Stage 2 Response – Water Watch Stage

Target:

- a. Reduce the average daily water demand below 90% of the current maximum flow rate contracted from DWU.

Best Management Practices for Supply Management:

- b. Odd numbered water customers must conduct all watering on Monday's, Wednesday's and Friday's.
- c. Even numbered water customers must conduct all watering on Tuesday's, Thursday's and Saturday's.
- d. No watering will be allowed on Sunday's.
- e. The City must conduct all watering of center medians of streets, street rights-of-way, parks, city facilities and other areas maintained by the City on Monday's, Wednesday's and Friday's.
- f. Homeowners Associations or Commercial Property Owners Associations must conduct all watering of common property on Mondays, Wednesdays, and Fridays.
- g. Nursery (garden and landscape) businesses are not restricted when watering business inventory; however, they must comply with watering requirements for the landscaping associated with the building.
- h. No outside watering will be allowed between the hours of 10:00 a.m. and 6:00 p.m. with the exception of the use of non-automatic spray Irrigation systems and hand watering which will be allowed all days, at all times. Use of non-spray irrigation systems and hand watering will be allowed all days.

Stage 3 Response - Water Warning Stage

Target:

- a. Reduce the average daily water demand below 95% of the current maximum flow rate contracted from DWU.

Best Management Practices for Supply Management:

- a. Odd numbered water customers must conduct all watering on Monday's and Friday's.
- b. Even numbered water customers must conduct all watering on Tuesday's and Saturday's.
- c. No watering will be allowed on Wednesday's, Thursday's and Sunday's.
- d. The City must conduct all watering of center medians of streets, street rights-of-way, parks. City facilities and other areas maintained by the City on Mondays and Fridays.
- e. Home Owners Associations or Commercial Property Owners Associations must conduct all watering of common property on Mondays and Fridays.
- f. Nursery (garden and landscape) businesses are not restricted when watering business inventory; however, they must comply with watering requirements for the landscaping associated with the building.
- g. In a Stage 3 Water Warning Stage, persons should contact the City Public Works Office prior to installing new landscaping to determine if a variance will be considered. As a general rule, no variance will be allowed during a Stage 3 Water Warning State. The Public Works Director or designee, in a Stage 3 Water Warning State may revoke approved variances, if deemed necessary to preserve the City's ability to supply essential water demands and fire protection.
- h. No outside watering will be allowed between the hours of 10:00 a.m. and 6:00 p.m. with

the exception of the use of non-automatic spray irrigation systems which will be allowed all days, at all times. Hand watering will be restricted to the above allowed days.

Stage 4 Response - Water Emergency Stage

Target:

- a. Reduce the average daily water demand below 95% of the current maximum flow rate contracted from DWU).

Best Management Practices for Supply Management:

- a. Odd numbered water customers must conduct all watering on Monday's only.
- b. Even numbered water customers must conduct all watering on Tuesday's only.
- c. No watering will be allowed from Wednesday through Sunday.
- d. The City must conduct all watering of center medians of streets, street rights-of-way, parks, City facilities and other areas maintained by the City on Monday's.
- e. Homeowners Associations or Commercial Property Owners Associations must conduct all watering of common property on Tuesday's.
- f. No outside watering will be allowed between the hours of 10:00 a.m. and 6:00 p.m. with the exception of the use of non-automatic spray irrigation systems which will be allowed all days, at all times. Hand watering is restricted to the one allowed day.
- g. Nursery (garden and landscape) businesses are not restricted when watering business inventory; however, they must comply with watering requirements for the landscaping associated with the building.
- h. In a Stage 4 Water Emergency Stage, persons should refrain from installing new landscaping: No variance for watering more than one day per week will be allowed during a Stage 4 Water Emergency State. The Public Works Director or designee, in a Stage 4 Water Emergency State will revoke any variances approved during the Stage 3 Water Warning Stage.

Stage 5 Response - Emergency Water Shortage Stage

Target:

- a. Restrict all watering to allow the water system to recover from the emergency condition.

Best Management Practices for Supply Management:

- a. No outdoor watering will be allowed.
- b. Door hangers and/or street signs will be placed in the affected area providing information about the situation.

Section X: Enforcement

No person shall knowingly or intentionally allow the use of water from the City of Seagoville for residential, commercial, industrial, agricultural, governmental, or any other purposes in a manner contrary to any provision of this Plan, or in an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the Director, or his/her designee, in accordance with provisions of this Plan.

Fines and Fees

- a. Any person who violates this Plan is guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$50 and not more than \$200.
- b. Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense.
- c. If a person is convicted of two or more distinct violations of this Plan, upon due notice to the customer, The City may:
 - a. install a flow restrictor in the line to limit the amount of water that will pass through the meter in a 24-hour period; or
 - b. discontinue water served to the premises.
- d. Services discontinued under such circumstances shall be restored only upon payment of a re-connection charge, hereby established at an amount not to exceed \$135.00), and any other costs incurred by the City in discontinuing service. In addition, suitable assurance must be given that the same action will not be repeated while the Plan is in effect. Compliance with this Plan may also be sought through injunctive relief in the district court.

Violators

- a. Any person, including a person classified as a water customer of the City, in apparent control of the property where a violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a rebuttable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show that he/she did not commit the violation.
- b. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on property within the parents' control shall constitute a rebuttable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.

Enforcement Officers

- a. The Director of Public Works, or his/her designee, or police officer, may issue a citation to a person he/she reasonably believes to be in violation of this Ordinance.
- b. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known, the offense charged, and shall direct him/her to appear in the municipal court on the date shown on the citation for which the date shall not be less than 3 days nor more than 15 days from the date the citation was issued.
- c. The alleged violator shall be served a copy of the citation. Service of the citation shall be complete upon delivery of the citation to the alleged violator, to an agent or employee of a violator, or to a person over 14 years of age who is a member of the violator's immediate family or is a resident of the violator's residence.
- d. The alleged violator shall appear in municipal court to enter a plea of guilty or not guilty for the violation of this Plan. If the alleged violator fails to appear in municipal court, a warrant for his/her arrest may be issued.
- e. A summons to appear may be issued in lieu of an arrest warrant. These cases shall be expedited and given preferential setting in municipal court before all other cases.

Section XI: Variances

The Director of Public Works, or his/her designee, may, in writing, grant variances for water uses to establish new lawns or landscaping otherwise prohibited under this Plan under Stage I or 2, as provided herein.

Persons requesting a variance from the provisions of this Plan shall file a request with the City of Seagoville to be reviewed by the Director of Public Works, or his/her designee, and shall include the following:

- a. Name and address of the petitioner(s).
- b. Purpose of water use (only consideration will be for new lawns or landscaping).
- c. Detailed statement as to how the Plan adversely affects the petitioner or what damage or harm will occur to the petitioner or others if petitioner complies with this Ordinance.
- d. Period of time which the variance is sought.
- e. Other pertinent information.

Variance may be granted to persons under conditions criteria established herein while on vacation in the event that power failures or other acts beyond their control cause irrigation systems to malfunction and water on the wrong day. A vacation variance shall meet the following:

- a. A maximum two week period.
- b. Request considered only during Stage 1, 2 or 3.

Variances granted by the City of Seagoville shall be subject to the following conditions, unless waived or modified by the Director of Public Works or his/her designee:

- a. Variances granted shall include a timetable for compliance.
- b. Variances will only be considered if the City is in Stage 1 or 2 (or Stage 3 for a vacation variance).
- c. All variance forms shall be prominently displayed near the front door of the requestor.
- d. Any variance may be revoked if conditions worsen.
- e. Variances shall expire when the Plan is no longer in effect.
- f. No variance shall be retroactive or otherwise justify any violation of this Plan occurring prior to the issuance of the variance.

Appendix A
Copy of Ordinance Adopting this Drought Contingency Plan



TO: Mayor and City Council
FROM: Bill Medina, Director of Community Development
DATE: August 19, 2024
ITEM: 24
DESCRIPTION: Discuss and consider a Resolution accepting and approving a Third Amendment to the Stonehaven Development Agreement between the City and Meritage Homes of Texas, LLC; and authorizing the City Manager to execute the same.

INTRODUCTION

Staff is seeking approval for an amendment to the Stonehaven Development agreement to allow for the reimbursement of available grant funds and to not require wrought iron fencing around the subdivision's lake.

BACKGROUND

The original development agreement between Stonehaven and the City of Seagoville obligated the City to reimburse the cost of only upsized materials for the Northern Basin Interceptor. Due to the increased cost of constructing the Northern Basin Interceptor, Meritage Homes sought additional grant funds to aid in recuperating the unforeseen expenditures. The City currently has a balance of \$4,376,674.90 in available grant funds received from State and Local Fiscal Recovery Funds (SLFRF). If the SLFRF funds are not expended by the end of the current calendar year, the funds will be repaid to the federal government. Utilizing the available grant dollars to support the construction of the Northern Basin Interceptor is an eligible expenditure of the SLFRF funds.

To clarify, the existing development agreement will be amended to widen the scope of eligible costs for which the City could reimburse Meritage homes.

The second component of the proposed amendment will not require wrought iron fencing around the existing lake. The lake serves as a detention pond and amenity for the community.

FINANCIAL IMPACT

The City of Seagoville could reimburse \$4,376,674.90 of available federal grant funds.

RECOMMENDATION

Staff recommends approval of the proposed amendment.

ATTACHMENTS

1. Resolution
2. Amended Development Agreement

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE THIRD AMENDMENT TO THE STONEHAVEN DEVELOPMENT AGREEMENT BY AND BETWEEN MERITAGE HOMES OF TEXAS, LLC AND THE CITY OF SEAGOVILLE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 20, 2021, the City Council of the City of Seagoville approved and the parties thereafter executed the Stonehaven Development Agreement (the “Agreement”) by and between Meritage Homes of Texas, LLC (“Developer”) and the City of Seagoville, relating to the development of a residential housing development on approximately 246.965 acres of real property within the City over which the City created the Stonehaven Public Improvement District to finance certain public improvements; and

WHEREAS, on December 19, 2022, the Developer and the City approved a First Amendment to the Stonehaven Development Agreement; and

WHEREAS, on November 6, 2023, the Developer and the City approved a Second Amendment to the Stonehaven Development Agreement; and

WHEREAS, the Developer and the City now desire to further amend the Stonehaven Development Agreement; and

WHEREAS, the City Council finds that it is in the best interest of the City to approve the requested Second Amendment to the Stonehaven Development Agreement and to authorize the City Manager to execute the same;

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

SECTION 1. The recitals set forth above are found to be true and correct and are incorporated herein.

SECTION 2. The City Council hereby approves the Third Amendment to the Stonehaven Development Agreement, by and between the Meritage Homes of Texas, LLC and the City of Seagoville, which is attached hereto and incorporated herein as Exhibit 1, and hereby authorizes the City Manager to execute the same.

SECTION 3. Any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. If any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this Resolution as a

whole or any part or provision thereof. as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 5. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville. Texas. and it is accordingly resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas on the 19th day of August, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Autumn Keefer, Asst. City Attorney
4895-5081-8006, v. 1

Exhibit 1
Third Amendment to Stonehaven Development Agreement
[to be attached]

4895-5081-8006, v. 1

**THIRD AMENDMENT TO THE STONEHAVEN DEVELOPMENT
AGREEMENT**

THIS THIRD AMENDMENT TO THE STONEHAVEN DEVELOPMENT AGREEMENT (this “Amendment”) is executed between the City of Seagoville, Texas (the “City”) and Meritage Homes of Texas, LLC a Texas limited liability company (the “Developer”) to be effective August 19, 2024. The City and the Developer are individually referred to as a “Party” and collectively as the “Parties”.

WITNESSETH

WHEREAS, on September 20, 2021, the City and the Developer entered into that certain Stonehaven Development Agreement (the “Agreement”) relating to the development of a residential housing development on approximately 246.965 acres of real property within the City over which the City created the Stonehaven Public Improvement District to finance certain public improvements; and

WHEREAS, on December 19, 2022, the Developer and the City approved that certain First Amendment to the Stonehaven Development Agreement (the “First Amendment”) to modify the date by which the City must levy Assessments on property within the first phase of the development; and

WHEREAS, on November 6, 2023, the Developer and the City approved that certain Second Amendment to the Stonehaven Development Agreement (the “Second Amendment”) to reflect the inclusion of additional public improvements to be financed by Assessments and to modify certain other terms as set forth therein; and

WHEREAS, the Developer and the City now desire to amend the Agreement again to amend certain provisions relating to the oversizing of certain infrastructure described in the Agreement and to modify certain other terms as set forth herein below (the “Third Amendment”);

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

Amendments

1. **Recitals**. The recitals in this Third Amendment are true and correct and are incorporated herein by reference.
2. **Capitalized Terms**. All capitalized terms used in this Third Amendment but not defined herein shall have the meaning assigned to such terms in the Agreement.
3. **Amendments**

(a) *Section 6.04 shall be deleted and replaced in its entirety with the following:*

Section 6.04 Oversizing of Wastewater Extension. The Developer shall oversize the wastewater line to the Property pursuant to the Northern Basin Interceptor study No. 3662-002 by Half Associates, Inc. dated July 23, 2021. In exchange for such oversizing, the City shall pay the Developer the sum of \$4,376,674.90. The City shall pay such amount to the Developer at the time the ownership of the wastewater line has been accepted by the City as a part of its water and wastewater system.

4. Development Standards Amendment.

(a) *The Residential Building Requirements of Exhibit D of the Agreement (“Development Standards”) is amended only with regard to the fifth bullet point pertaining to detention ponds to read as follows (strike-throughs indicate deleted wording, underlining indicates added wording):*

- Detention ponds ~~must~~ need not have wrought iron fencing surrounding them. Flow line areas do not require fencing. In the absence of fencing, Developer shall hold harmless and indemnify the City from and against claims, suits, demands, liabilities, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys’ fees and other reasonable costs of litigation) in any way arising out of or resulting from the absence of fencing surrounding detention ponds.

5. Ratification. The Parties acknowledge and agree that, except as amended herein, the Development Agreement, as previously amended by the First Amendment thereto, and as previously amended by the Second Amendment hereto, is in full force and effect and is hereby ratified and confirmed. Notwithstanding the foregoing, in the event there is any conflict between the terms and provisions of the Development Agreement, as previously amended, and this Third Amendment, the terms and provisions of this Third Amendment shall control.

6. Severability. In case any one or more of the provisions contained in this Third Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Third Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7. Multiple Counterparts. To facilitate execution, this instrument may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this instrument to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the Parties hereto. Any signature or acknowledgment page to any counterpart may be detached from such counterpart

without impairing the legal effect of the signatures or acknowledgments thereof and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages. The City Manager of the City is hereby authorized to execute this Third Amendment on behalf of the City.

8. Entire Agreement. This Third Amendment contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. Any or all representations or modifications concerning this instrument shall be of no force and effect except for a subsequent modification in writing signed by the Parties hereto.

[SIGNATURE PAGES FOLLOW, REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to be executed
as of _____, 2024.

CITY OF SEAGOVILLE, TEXAS

By: _____
Name: Pat Stallings, City Manager

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM

Autumn Keefer, Asst. City Attorney

DEVELOPER:

MERITAGE HOMES OF TEXAS, LLC,

an Arizona limited liability company

By: _____

Name: _____

Title: _____

Date: _____



TO: Mayor and City Council

FROM: Kirk McDaniel, Director of Economic Development

DATE: August 19, 2024

ITEM: 25

DESCRIPTION: Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, accepting the Preliminary Service and Assessment Plan for authorized improvements within the Stonehaven Public Improvement District; setting a date for public hearing on the proposed levy of assessments; authorizing the publication and mailing of notice; and enacting other provisions relating thereto.

INTRODUCTION

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, accepting the Preliminary Service and Assessment Plan for authorized improvements within the Stonehaven Public Improvement District; setting a date for public hearing on the proposed levy of assessments; authorizing the publication and mailing of notice; and enacting other provisions relating thereto.

BACKGROUND

The City Council received a Petition requesting the establishment of the Stonehaven Public Improvement District (PID), which was approved on or about September 20, 2021. The District is to be developed in phases and assessments are anticipated to be levied in each development phase. The purpose of the District is to finance the actual costs or authorized improvements that confer a special benefit on property. The PID Act requires a service plan cover a five (5) year period, define the indebtedness and project cost of the authorized improvements, and include a copy of the notice form required by the Texas Property Code, as amended. The Preliminary Service and Assessment Plan (PSAP) for the authorized improvements in the Stonehaven Public Improvement District meets the requirements.

FINANCIAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the Resolution

ATTACHMENTS

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ACCEPTING THE PRELIMINARY SERVICE AND ASSESSMENT PLAN FOR AUTHORIZED IMPROVEMENTS WITHIN IMPROVEMENT AREA #2 OF THE STONEHAVEN PUBLIC IMPROVEMENT DISTRICT; SETTING A DATE FOR PUBLIC HEARING ON THE PROPOSED LEVY OF ASSESSMENTS; AUTHORIZING THE PUBLICATION AND MAILING OF NOTICE; AND ENACTING OTHER PROVISIONS RELATING THERETO.

WHEREAS, the City Council of the City (the "*City Council*") received a Petition requesting the establishment of a PID (to be known as the "Stonehaven Public Improvement District") (the "*District*") within the corporate limits of the City which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the proposed boundaries of the District that was liable for assessment, and as such, the Petition complied with the Act; and

WHEREAS, after publication and mailing of notice of a public hearing on the creation of the District and after the conduct of a public hearing, the City Council approved the creation of the District by Resolution approved on September 20, 2021 (the "*Creation Resolution*"); and

WHEREAS, the District is to be developed in phases and assessments are anticipated to be levied in each development phase (each an "Improvement Area"); and

WHEREAS, pursuant to Sections 372.013, 372.014, and 372.016 of the Act, the City Council has directed the preparation of a Preliminary Service and Assessment Plan (the "Preliminary Plan"), for certain public improvements within Improvement Area #2 (the "Authorized Improvements") of the District. The Preliminary Plan attached hereto as Exhibit B, covers a period of at least five years and defines the annual indebtedness and the projected costs of the Authorized Improvements within Improvement Area #2; and

WHEREAS, the Preliminary Plan also includes assessment plans that apportion the cost of an Authorized Improvement to be assessed against property within Improvement Area #2 of the District and such apportionment is made on the basis of special benefits accruing to the assessed property within Improvement Area #2 of the District because of the Authorized Improvements; and

WHEREAS, the City Council also directed the preparation of an assessment roll for the District that states the assessment against each parcel of land within Improvement Area #2 of the District (the "Assessment Roll") and such Assessment Roll is attached to and a part of the Preliminary Plan; and

WHEREAS, after determining the total costs of the Authorized Improvements for Improvement Area #2 of the District, the City Council notes that the Preliminary Plan and proposed

Assessment Roll may be changed as the City Council deems appropriate before such Preliminary Plan and Assessment Roll are adopted as final by the City Council; and

WHEREAS, the City has determined to call a public hearing regarding the proposed levy of assessments pursuant to the Preliminary Plan and the proposed Assessment Roll on property within Improvement Area #2 of the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City desires to publish and mail notice of such public hearing in order to provide notice to all interested parties of the City's proposed levy of assessments against such property in the District, pursuant to Section 372.016 of the Act; and

WHEREAS, the City desires to file the Preliminary Plan and Assessment Roll with the City Secretary such that they are available for public inspection pursuant to Section 372.016 of the Act.

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

Section 1. Findings. The findings and determinations set forth in the preambles hereto are hereby incorporated by reference for all purposes.

Section 2. Calling Public Hearing. The City Council hereby calls a public hearing (the "Public Hearing") for 7:00 p.m. on September 16, 2024 at the regular meeting place of the City, the City Council Chamber at Seagoville City Hall, 702 North Highway 175, Seagoville, Texas 75159 to consider approving the Preliminary Plan, with such changes and amendments as the City Council deems necessary, and the proposed Assessment Roll with such amendments to the assessments on any parcel as the City Council deems necessary, as the final Service and Assessment Plan (the "Final Plan") and final Assessment Roll (the "Final Roll") for Improvement Area #2 of the District. After all objections made at such hearing have been heard, the City Council may (i) levy the assessments as special assessments against each parcel of property in Improvement Area #2 of the District as set forth in the Final Plan, including the Final Roll; (ii) specify the method of payment of the assessments; and (iii) provide that assessments be paid in periodic installments. Notice of the Public Hearing setting out the matters required by Section 372.016 of the Act shall be given by publication at least eleven (11) days before the date of the hearing, in a newspaper of general circulation in the City. Notice of such hearing shall also be given by the City Secretary, by mailing a copy of the notice containing the information required by Section 372.016(b) of the Act to the last known address of each owner of property liable for an assessment in the proposed Final Roll as reflected on the tax rolls of the Dallas County Appraisal District. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and contend for or contest the Preliminary Plan and the Final Roll, and the proposed assessments and offer testimony pertinent to any issue presented on the amount of the assessments, purpose of the assessments, special benefit of the assessments, and the costs of collection and the penalties and interest on delinquent assessments. At or on the adjournment of the hearing conducted pursuant to Section 372.016 on the proposed assessments, the City Council must hear and pass on any objection to a proposed assessment. The City Council may amend a proposed assessment on any parcel in the District. The failure of a property owner to receive notice does not invalidate the proceeding.

Section 3. Publication of Notice. The City Council hereby directs the City Secretary to cause the publication and mailing of notice of the Public Hearing substantially in the form attached as Exhibit A. Such publication shall occur before the 10th day before the date of the Public Hearing.

Section 4. Conduct of Public Hearing. The City Council shall convene at the location and at the time specified in the notice described above for the Public Hearing and shall conduct the Public Hearing in connection with its consideration of the Final Plan, including the Final Roll, for Improvement Area #2 of the District and the levy of the proposed assessments, including costs of collection, penalties and interest on delinquent assessments. At the Public Hearing, the City Council will hear and pass on any objections to the Preliminary Service and Assessment Plan and the proposed Assessment Roll and the levy of the proposed assessments (which objections may be written or oral). At or on the adjournment of the Public Hearing, the City Council may amend a proposed assessment on any parcel in the District. After all objections, if any, have been heard and passed upon, the City may (i) levy the assessments as special assessments against each parcel of property in Improvement Area #2 of the District as set forth in the Final Plan and Final Roll for the District, (ii) specify the method of payment of the assessments, and (iii) provide that the assessments be paid in periodic installments.

Section 5. Filing of Proposed Assessment Roll. The proposed Final Roll shall be filed in the office of the City Secretary and be made available to any member of the public who wishes to inspect the same.

Section 6. Further Action. The City Secretary is hereby authorized and directed to take such other actions as are required, including providing notice of the Public Hearing as required by the Texas Open Meetings Act and placing the Public Hearing on the agenda for the September 16, 2024 meeting of the City Council.

[Signature Page Follows]

DULY RESOLVED by the City Council of the City of Seagoville, Texas, on the 19th day of August, 2024.

Mayor

ATTEST:

APPROVED:

City Secretary

City Attorney

EXHIBIT A

CITY OF SEAGOVILLE NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of the City of Seagoville, Texas for 7:00 p.m. on September 16, 2024 at the regular meeting place of the City, the City Council Chamber at Seagoville City Hall, 702 North Highway 175, Seagoville, Texas 75159. The public hearing will be held to consider proposed assessments to be levied against certain assessable property in the Stonehaven Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act").

The general nature of the proposed public improvements are: (i) street, roadway and sidewalk improvements, including related drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) water, wastewater and drainage improvements and facilities, (iii) parks, trails and recreational facilities improvements; (iv) projects similar to those listed above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (v) acquisition of real property, interests in real property, or contract rights in connection with each Authorized Improvement; (vi) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (vii) payment of costs of establishing, administering, and operating the District, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (viii) through (viii) above; These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District is approximately \$19,000,000 within the District and \$10,000,000 in Improvement Area #2. The City will pay no costs of the Authorized Improvements from funds other than assessments levied on property within the District. The remaining costs of the proposed improvements will be paid from sources other than those described above.

The boundaries of the District includes approximately 247 Acres of Land within the City of Seagoville, Dallas County, Texas, Said Property Being Generally Located generally on the West side of Lasater between Simonds Road and Stark Road, approximately 1.5 miles North of Highway 175 and 1 mile South of Interstate 20. A metes and bounds description is available for inspection at the offices of the City Secretary at the location described below.

All written or oral objections relating to the levy of the proposed assessments will be considered at the public hearing.

A copy of the Preliminary Service and Assessment Plan, including the proposed Assessment Roll, for Improvement Area #2 of the District, which includes the assessments to be

levied against each parcel in Improvement Area #2 of the District is available for public inspection at the office of the City Secretary, Seagoville City Hall, 702 North Highway 175, Seagoville, Texas 75159.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 19th day of August, 2043.

/s/ _____
City Secretary

EXHIBIT B

PRELIMINARY SERVICE AND ASSESSMENT PLAN
IMPROVEMENT AREA #2



STONEHAVEN
PUBLIC IMPROVEMENT DISTRICT
2024 PRELIMINARY AMENDED AND RESTATED SERVICE AND
ASSESSMENT PLAN

AUGUST 19, 2024

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INTRODUCTION

Capitalized terms used in this 2024 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2024 Amended and Restated Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section,” an “Exhibit,” or an “Appendix” shall be a reference to a Section of this 2024 Amended and Restated Service and Assessment Plan or an Exhibit or Appendix attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes.

On September 20, 2021, the City Council passed and approved Resolution No. 56-R-2021 authorizing the establishment of the District in accordance with the PID Act, which authorization was effective upon approval in accordance with the PID Act. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 246.275 acres located within the corporate limits of the City, as described by the legal description on **Exhibit K-1** and depicted on **Exhibit A-1**.

On July 3, 2023, the City Council approved the Service and Assessment Plan for the District by adopting Ordinance No. 18-2023, which approved the levy of Assessments for Assessed Property within the District and approved the Improvement Area #1 Assessment Roll.

On [REDACTED], 2024, the City Council approved this 2024 Amended and Restated Service and Assessment Plan for the District by adopting Ordinance No. [REDACTED], which serves to amend and restate the Service and Assessment Plan, in its entirety for the purposes of (1) updating the Improvement Area #1 Assessment Roll; (2) identifying the Improvement Area #2 Authorized Improvements to be provided by the District; (3) identifying the costs of the Improvement Area #2 Authorized Improvements; (4) identifying the indebtedness to be incurred for the Improvement Area #2 Authorized Improvements, and the manner of assessing the Improvement Area #2 Assessed Property for the costs of the Improvement Area #2 Authorized Improvements; (5) levying the Improvement Area #2 Assessments for Improvement Area #2 Assessed Property; and (6) approving the Improvement Area #2 Assessment Roll.

The PID Act requires a service plan to (i) cover a period of at least five years; (ii) define the annual indebtedness and projected cost of the Authorized Improvements; and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the notice form is attached as **Appendix B**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the Assessed Property within the District based

on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City Council. The Assessment against each Parcel of Assessed Property must be sufficient to pay the share of the Actual Costs of the Authorized Improvements apportioned to such Parcel and cannot exceed the special benefit conferred on the Parcel by such Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F-1**. The Improvement Area #2 Assessment Roll is included as **Exhibit G-1**.

SECTION I: DEFINITIONS

“2023 Assessment Ordinance” means Ordinance No. 18-2023 approved and adopted by the City Council on July 3, 2023, which levied the Improvement Area #1 Assessment against the Improvement Area #1 Assessed Property, and approved the Service and Assessment Plan.

“2024 Amended and Restated Service and Assessment Plan” means this Stonehaven Public Improvement District Amended and Restated Service and Assessment Plan, which replaces in its entirety the Service and Assessment Plan, as updated, amended, or supplemented from time to time.

“Actual Costs” mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Developer, either directly or through affiliates, including: (1) the costs for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvements; (2) the fees paid for obtaining permits, licenses, or other governmental approvals for such Authorized Improvements; (3) the costs for external professional services, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, accounting, and similar professional services; (4) the costs for all labor, bonds, and materials, including equipment and fixtures, owing to contractors, builders, and materialmen engaged in connection with the acquisition, construction, or implementation of the Authorized Improvements; (5) all related permitting and public approval expenses, and architectural, engineering, consulting, and other governmental fees and charges, and (6) costs to implement, administer, and manage the above-described activities including, but not limited to, a construction management fee equal to four percent (4%) of construction costs if managed by or on behalf of the Developer.

“Additional Interest” means the amount collected by the application of the Additional Interest Rate.

“Additional Interest Rate” means the 0.50% additional interest rate that may be charged on Assessments securing PID Bonds pursuant to Section 372.018 of the PID Act. The Additional Interest Rate is not charged on Assessments securing the Improvement Area #1 Reimbursement Obligation and Improvement Area #2 Reimbursement Obligation.

“Administrator” means the City or independent firm designated by the City who shall have the responsibilities provided in this 2024 Amended and Restated Service and Assessment Plan, any Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

“Annual Collection Costs” mean the actual or budgeted costs and expenses related to the operation of the District, including, but not limited to, costs and expenses for: (1) the Administrator; (2) City staff; (3) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (4) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (5) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (6) paying and redeeming PID Bonds; (7) investing or depositing Assessments and Annual Installments; (8) complying with this 2024 Amended and Restated Service and Assessment Plan, the PID Act, and any Indenture, with respect to the PID Bonds, including the City’s continuing disclosure requirements; and (9) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest related to the PID Bonds, if applicable.

“Annual Service Plan Update” means an update to this 2024 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Assessed Property” means any Parcel within the District against which an Assessment is levied.

“Assessment” means an assessment levied against Assessed Property, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Assessed Property or reduction according to the provisions herein and in the PID Act.

“Assessment Ordinance” means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment on the Assessed Property, as shown on any Assessment Roll.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against the Assessed Property based on the special benefits conferred on such property by the Authorized Improvements, more specifically set forth and described in **Section V**.

“Assessment Roll” means any assessment roll for the Assessed Property, including the Improvement Area #1 Assessment Roll and the Improvement Area #2 Assessment Roll, as updated, modified or amended from time to time in accordance with the procedures set forth

herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in any Annual Service Plan Updates.

“Authorized Improvements” means the improvements authorized by Section 372.003 of the PID Act and described in **Section III**, as further depicted on **Exhibit I-1** and **Exhibit I-2**.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, including, but not limited to, attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense incurred by the City directly associated with the issuance of any series of PID Bonds.

“City” means the City of Seagoville, Texas.

“City Council” means the governing body of the City.

“County” means Dallas County, Texas.

“Delinquent Collection Costs” mean costs related to the foreclosure on Assessed Property and the costs of collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2024 Amended and Restated Service and Assessment Plan, including penalties and reasonable attorney’s fees actually paid, but excluding amounts representing interest and penalty interest.

“Developer” means D R Cameron & Associates, Inc. Meritage Homes Corporation, and any successors or assigns thereof that intends to develop the property in the District for the ultimate purpose of transferring title to end users.

“District” means the Stonehaven Public Improvement District containing approximately 246.275 acres located within the corporate limits of the City, and more specifically described in **Exhibit K-1** and depicted on **Exhibit A-1**.

“District Formation Costs” means the costs associated with forming the District, including, but not limited to, attorney fees, and any other cost or expense incurred by the City directly associated with the establishment of the District.

“Engineer’s Report” means the report provided by a licensed professional engineer that describes the Authorized Improvements, including their costs, location, and benefit, and is attached hereto as **Appendix A**.

“Estimated Buildout Value” means the estimated value of an Assessed Property with fully constructed buildings, as provided by the Developer and confirmed by the City Council, by considering such factors as density, lot size, proximity to amenities, view premiums, location,

market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other factors that, in the judgment of the City, may impact value. The Estimated Buildout Value for each Lot Type is shown on **Exhibit E**.

“Improvement Area #1” means approximately 68.784 acres located within the District, more specifically described in **Exhibit K-2** and depicted on **Exhibit A-2**.

“Improvement Area #1 Annual Installment” means the Annual Installment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #1; and (4) Additional Interest related to any series of PID Bonds issued to refinance all or a portion of the Improvement Area #1 Assessment, if and when issued, as shown on **Exhibit F-2**.

“Improvement Area #1 Assessed Property” means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

“Improvement Area #1 Assessment” means an Assessment levied against Improvement Area #1 Assessed Property, related to the Improvement Area #1 Projects, and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation or reduction pursuant to the provisions set forth in **Section VI** herein and in the PID Act.

“Improvement Area #1 Assessment Roll” means the Assessment Roll for the Improvement Area #1 Assessed Property, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit F-1**.

“Improvement Area #1 Bonds” means those certain “City of Seagoville, Texas, Special Assessment Revenue Bonds, Series 2024 (Stonehaven Public Improvement District Improvement Area #1 Project)” that are secured by Improvement Area #1 Assessments and expected to be issued in calendar year 2024.

“Improvement Area #1 Improvements” means the Authorized Improvements which only benefit the Improvement Area #1 Assessed Property, as further described in **Section III.A** and depicted on **Exhibit I-1**.

“Improvement Area #1 Initial Parcel” means all of the Improvement Area #1 Assessed Property against which the entire Improvement Area #1 Assessment was levied at the time the City Council approved the 2023 Assessment Ordinance.

“Improvement Area #1 Projects” means collectively, (1) the Improvement Area #1 Improvements; (2) the first year’s Annual Collection Costs related to Improvement Area #1; and (3) Bond Issuance Costs incurred in connection with the issuance of PID Bonds to refinance all or a portion of the Improvement Area #1 Assessment, if and when issued.

“Improvement Area #1 Reimbursement Agreement” means that certain Reimbursement Agreement, effective July 3, 2023 entered into by and between the City and the Developer in which the Developer, either directly or through affiliates, agrees to construct the Improvement Area #1 Improvements, and to fund certain Actual Costs of the Improvement Area #1 Projects, and the City agrees to reimburse the Developer for Actual Costs of the Improvement Area #1 Projects paid solely from the revenue collected by the City from Improvement Area #1 Assessments including Improvement Area #1 Annual Installments. The City anticipates that it will issue PID Bonds in the future at which time all or a portion of the Improvement Area #1 reimbursement Agreement balance will be reduced by the amount of the bond proceeds.

“Improvement Area #1 Reimbursement Obligation” means an amount not to exceed \$6,840,000 secured by Improvement Area #1 Assessments to be paid to the Developer pursuant to the Improvement Area #1 Reimbursement Agreement. The Annual Installments for the Improvement Area #1 Reimbursement Obligation are shown on **Exhibit F-2**.

“Improvement Area #2” means approximately 98.524 acres located within the District, more specifically described in **Exhibit K-3** and depicted on **Exhibit A-3**.

“Improvement Area #2 Annual Installment” means the Annual Installment of the Improvement Area #2 Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs related to Improvement Area #2; and (4) Additional Interest related to any series of PID Bonds issued to refinance all or a portion of the Improvement Area #2 Assessment, if and when issued, as shown on **Exhibit G-2**.

“Improvement Area #2 Assessed Property” means any Parcel within Improvement Area #2 against which an Improvement Area #2 Assessment is levied.

“Improvement Area #2 Assessment” means an Assessment levied against a Parcel within Improvement Area #2 and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #2 Assessment Roll” means the Assessment Roll for the Improvement Area #2 Assessed Property, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including any updates prepared in connection with the issuance of PID Bonds or any Annual Service Plan Updates. The Improvement Area #2

Assessment Roll is included in this 2024 Amended and Restated Service and Assessment Plan as **Exhibit G-1**.

“Improvement Area #2 Bonds” means those certain “City of Seagoville, Texas Special Assessment Revenue Bonds, Series 2025 (Stonehaven Public Improvement District Improvement Area #2 Project)” that are secured by Improvement Area #2 Assessments, and anticipated to be issued in calendar year 2025.

“Improvement Area #2 Improvements” means the Authorized Improvements which only benefit the Improvement Area #2 Assessed Property, as further described in **Section III.B** and depicted on **Exhibit I-2**.

“Improvement Area #2 Initial Parcel” means all of the Improvement Area #2 Assessed Property against which the entire Improvement Area #2 Assessment is levied, as described in **Exhibit K-3**, and depicted on **Exhibit A-3**.

“Improvement Area #2 Projects” means collectively, (1) the Improvement Area #2 Improvements; (2) the first year’s Annual Collection Costs related to Improvement Area #2; and (3) Bond Issuance Costs incurred in connection with the issuance of PID Bonds to refinance all or a portion of the Improvement Area #2 Reimbursement Obligation, if and when issued.

“Improvement Area #2 Reimbursement Agreement” means that certain Reimbursement Agreement, effective August 19, 2024 entered into by and between the City and the Developer, in which the Developer, either directly or through affiliates, agrees to construct the Improvement Area #2 Projects, and to fund certain Actual Costs of the Improvement Area #2 Projects, and the City agrees to reimburse the Developer for Actual Costs of the Improvement Area #2 Projects paid solely from the revenue collected by the City from Improvement Area #2 Assessments, including Improvement Area #2 Annual Installments. The City anticipates that it will issue Improvement Area #2 Bonds in the future, at which time all or a portion of the Improvement Area #2 Reimbursement Obligation balance will be reduced by the amount of the bond proceeds.

“Improvement Area #2 Reimbursement Obligation” means an amount not to exceed \$6,125,000 secured by the Improvement Area #2 Assessment to be paid to the Developer pursuant to the Improvement Area #2 Reimbursement Agreement. The Annual Installments for the Improvement Area #2 Reimbursement Obligation are shown on **Exhibit G-2**.

“Indenture” means an Indenture of Trust entered into between the City and the Trustee in connection with the issuance of each series of PID Bonds, as amended from time to time, setting forth the terms and conditions related to a series of PID Bonds.

“Lot” means (1) for any portion of the District for which a final subdivision plat has been recorded in the Plat or Official Public Records of the County, a tract of land described by “lot” in such

subdivision plat; and (2) for any portion of the District for which a subdivision plat has not been recorded in the Plat or Official Public Records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat as shown on a concept plan or a preliminary plat. A “Lot” shall not include real property owned by a government entity, even if such property is designated as a separate described tract or lot on a recorded subdivision plat.

“**Lot Type**” means a classification of final building Lots with similar characteristics (e.g. lot size, home product, Estimated Buildout Value, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as provided by the Developer, and confirmed by the City Council, as shown on **Exhibit E**.

“**Lot Type 1**” means a Lot within Improvement Area #1 marketed to homebuilders as a 50’ Lot. The buyer disclosure for Lot Type 1 is attached in **Appendix B**.

“**Lot Type 2**” means a Lot within Improvement Area #2 marketed to homebuilders as a 50’ Lot. The buyer disclosure for Lot Type 2 is attached in **Appendix B**.

“**Major Improvements**” means that public infrastructure which confers a special benefit to all of the Assessed Property within the District, but are not Authorized Improvements, and will be funded privately by the Developer.

“**Maximum Assessment**” means, for each Lot, an Assessment equal to the lesser of (1) the amount calculated pursuant to **Section VI.A**, or (2) for each Lot Type, the amount shown on **Exhibit E**.

“**Non-Benefitted Property**” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements as determined by the City Council.

“**Notice of Assessment Termination**” means a document that shall be recorded in the Official Public Records of the County evidencing the termination of an Assessment, a form of which is attached as **Exhibit J**.

“**Parcel**” or “**Parcels**” means a specific property within the District identified by either a tax parcel identification number assigned by the Dallas Central Appraisal District for real property tax purposes, by legal description, or by lot and block number in a final subdivision plat recorded in the Plat or the Official Public Records of the County, or by any other means determined by the City.

“**PID Act**” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” means any bonds issued by the City in one or more series and secured in whole or in part by Assessments.

“Prepayment” means the payment of all or a portion of an Assessment before the due date of the final Annual Installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment.

“Prepayment Costs” means interest, including Additional Interest and Annual Collection Costs, to the date of Prepayment.

“Remainder Area” means approximately 78.967 acres located within the District, as more specifically described on **Exhibit K-4** and depicted on **Exhibit A-4**, to be developed as one or more future improvement areas. The Remainder Area includes all of the District save and except Improvement Area #1 and Improvement Area #2.

“Service and Assessment Plan” means the Stonehaven Public Improvement District Service and Assessment Plan approved on July 3, 2023, by Ordinance 18-2023 which is to be replaced in its entirety by this 2024 Amended and Restated Service and Assessment Plan.

“Service Plan” means the plan described in **Section IV** which covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements.

“Trustee” means the trustee or successor trustee under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 246.275 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit K-1** and depicted on **Exhibit A-1**. Development of the District is anticipated to include approximately 809 Lots developed with single-family homes.

Improvement Area #1 includes approximately 68.784 contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit K-2** and depicted on **Exhibit A-2**. Development of Improvement Area #1 is anticipated to include approximately 304 Lots developed with single-family homes (all of which are on Lots classified as Lot Type 1).

Improvement Area #2 includes approximately 98.524 non-contiguous acres located within the corporate limits of the City, the boundaries of which are more particularly described by the legal description on **Exhibit K-3** and depicted on **Exhibit A-3**. Development of Improvement Area #2 is anticipated to include approximately 279 Lots developed with single-family homes (all of which are on Lots classified as Lot Type 2).

The Remainder Area includes approximately 78.967 acres located within the corporate limits of the City, the boundaries of which are more particularly described on **Exhibit K-4** and depicted on **Exhibit A-4**. Development of the Remainder Area is anticipated to include approximately 226 Lots developed with single-family homes.

SECTION III: AUTHORIZED IMPROVEMENTS

Based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City the City has determined that the Authorized Improvements confer a special benefit on the Assessed Property. Authorized Improvements will be designed and constructed in accordance with the City's standards and specifications and will be owned and operated by the City, or as otherwise noted below. The budget for the Authorized Improvements is shown on **Exhibit B**.

A. Improvement Area #1 Improvements

▪ *Streets*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-

vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #1.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #1.

- *Storm Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #1.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide water service to all Lots within Improvement Area #1.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #1 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

B. Improvement Area #2 Improvements

- *Streets*

Improvements including subgrade stabilization, concrete and reinforcing steel for roadways, testing, handicapped ramps, and streetlights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included. The street improvements will provide benefit to each Lot within Improvement Area #2.

- *Sanitary Sewer*

Improvements including trench excavation and embedment, trench safety, PVC piping, ductile iron encasement, boring, manholes, service connections, testing, related

earthwork, excavation, erosion control and all necessary appurtenances required to provide wastewater service to all Lots within Improvement Area #2.

- *Storm Drainage*

Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, erosion control and all necessary appurtenances required to provide storm drainage for all Lots within Improvement Area #2.

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all necessary appurtenances required to provide water service to all Lots within Improvement Area #2.

- *Soft Costs*

Costs related to designing, constructing, and installing the Improvement Area #2 Improvements including land planning and design, City fees, engineering, soil testing, survey, construction management, contingency, legal fees, and consultant fees.

C. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount to be deposited in a debt service reserve fund under an applicable Indenture in connection with the issuance of PID Bonds.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds related to the costs of underwriting such PID Bonds.

- *Underwriter's Counsel*

Equals a percentage of the par amount of a particular series of PID Bonds reserved for the underwriter's attorney fees.

- *Cost of Issuance*

Includes costs of issuing a particular series of PID Bonds, including but not limited to issuer fees, attorney's fees, financial advisory fees, consultant fees, appraisal fees, printing

costs, publication costs, City’s costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

D. Other Costs

- *Initial Administrative Fund Deposit*

Equals the amount necessary to fund the first year’s Annual Collection Costs for a particular series of PID Bonds.

- *Initial Deposit to Prepayment and Delinquency Fund*

Equals the amount necessary to fund the first year’s Prepayment and Delinquency fund for a particular series of PID Bonds.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated in each Annual Service Plan Update. **Exhibit C** summarizes the Service Plan for Improvement Area #1 and Improvement Area #2. Per the PID Act and Section 5.014 of the Texas Property Code, as amended, this 2024 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosure for the District. The buyer disclosures are attached hereto as **Appendix B**.

Exhibit D summarizes the sources and uses of funds required to construct the Authorized Improvements. The sources and uses of funds shown on **Exhibit D** shall be updated each year in an Annual Service Plan Update and as necessary to reflect any budget revisions at the time the PID Bonds are issued.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property and Apportioned Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on

property similarly benefited. The PID Act further provides that the City Council may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

This section of this 2024 Amended and Restated Service and Assessment Plan describes the special benefit received by each Parcel within the District as a result of the Authorized Improvements and provides the basis and justification for the determination that this special benefit equals or exceeds the amount of the Assessments to be levied on the Assessed Property for such Authorized Improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer, and all future owners and developers of the Assessed Property and Apportioned Property.

A. Assessment Methodology

Acting in its legislative capacity and based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City Council has determined that the costs related to the Authorized Improvements shall be allocated as follows:

- The costs of the Improvement Area #1 Projects have been allocated to each Parcel within Improvement Area #1 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #1 Assessed Property to the Estimated Buildout Value of all Improvement Area #1 Assessed Property. At the time of the levy of the Improvement Area #1 Assessment, the Improvement Area #1 Initial Parcel was the only Parcel within Improvement Area #1, and as such, the Improvement Area #1 Initial Parcel was allocated 100% of the Improvement Area #1 Projects.
- The costs of the Improvement Area #2 Projects shall be allocated to each Parcel within Improvement Area #2 based on the ratio of the Estimated Buildout Value of each Parcel designated as Improvement Area #2 Assessed Property to the Estimated Buildout Value of all Improvement Area #2 Assessed Property. Currently, the Improvement Area #2 Initial Parcel is the only Parcel within Improvement Area #2, and as such, the Improvement Area #2 Initial Parcel is allocated 100% of the Improvement Area #2 Projects.

B. Assessments

Assessments were levied on the Improvement Area #1 Assessed Property according to the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F-1**. The projected Annual Installments for Improvement Area #1 are shown on **Exhibit F-2** and are subject to revisions made in any Annual Service Plan Update.

The Improvement Area #2 Assessment will be levied on the Improvement Area #2 Initial Parcel in the amount shown on the Improvement Area #2 Assessment Roll, attached hereto as **Exhibit G-1**. The projected Improvement Area #2 Annual Installments are shown on **Exhibit G-2**. Upon division or subdivision of the Improvement Area #2 Initial Parcel, the Improvement Area #2 Assessment will be reallocated pursuant to **Section VI**.

The Maximum Assessment for each Lot Type is shown on **Exhibit E**. In no case will the Assessment for Lots classified as Lot Type 1 and Lot Type 2, respectively, exceed the corresponding Maximum Assessment for each Lot classification.

C. Findings of Special Benefit

Acting in its legislative capacity and based on information provided by the Developer and its engineer and reviewed by the City staff and by third-party consultants retained by the City, the City Council has found and determined the following:

- *Improvement Area #1*
 - The costs of the Improvement Area #1 Projects equal \$10,820,372 as shown on **Exhibit B**;
 - The Improvement Area #1 Assessed Property receives special benefit from the Improvement Area #1 Projects equal to or greater than the Actual Cost of the Improvement Area #1 Projects;
 - At the time of the Service and Assessment Plan, the Improvement Area #1 Initial Parcel was allocated 100% of the Improvement Area #1 Assessment levied for the Improvement Area #1 Projects, which equals \$6,840,000;
 - The special benefit (\geq \$10,820,372) received by the Improvement Area #1 Initial Parcel from the Improvement Area #1 Projects is equal to or greater than the amount of the Improvement Area #1 Assessment (\$6,840,000) levied on the Improvement Area #1 Initial Parcel for the Improvement Area #1 Projects; and
 - At the time the City Council approved the Service and Assessment Plan, the Developer owned 100% of the Improvement Area #1 Initial Parcel. The Developer acknowledged that the Improvement Area #1 Projects confer a special benefit on

the Improvement Area #1 Initial Parcel and consented to the imposition of the Improvement Area #1 Assessment to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the 2023 Assessment Ordinance; (2) the Service and Assessment Plan and the 2023 Assessment Ordinance; and (3) the levying of the Improvement Area #1 Assessment on the Improvement Area #1 Initial Parcel.

- *Improvement Area #2*

- The costs of the Improvement Area #2 Projects equal \$9,648,929 as shown on **Exhibit B**;
- The Improvement Area #2 Assessed Property receives special benefit from the Improvement Area #2 Projects equal to or greater than the Actual Cost of the Improvement Area #2 Projects;
- The Improvement Area #2 Initial Parcel will be allocated 100% of the Improvement Area #2 Assessment levied for the Improvement Area #2 Projects, which equals \$6,125,000 as shown on the Improvement Area #2 Assessment Roll attached hereto as **Exhibit G-1**;
- The special benefit (\geq \$9,648,929) received by the Improvement Area #2 Initial Parcel from the Improvement Area #2 Projects is equal to or greater than the amount of the Improvement Area #2 Assessment (\$6,125,000) levied on the Improvement Area #2 Initial Parcel for the Improvement Area #2 Projects; and
- At the time the City Council approved this 2024 Amended and Restated Service and Assessment Plan, the Developer owned 100% of the Improvement Area #2 Initial Parcel. The Developer acknowledged that the Improvement Area #2 Projects confer a special benefit on the Improvement Area #2 Initial Parcel and consented to the imposition of the Improvement Area #2 Assessment to pay for the Actual Costs associated therewith. The Developer ratified, confirmed, accepted, agreed to, and approved: (1) the determinations and findings by the City Council as to the special benefits described herein and the applicable Assessment Ordinance; (2) this 2024 Amended and Restated Service and Assessment Plan and the applicable Assessment Ordinance; and (3) the levying of the Improvement Area #2 Assessment on the Improvement Area #2 Initial Parcel.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for annually by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Interest

The interest on the Improvement Area #1 Assessment securing the Improvement Area #1 Reimbursement Obligation shall be collected at rates established under the Improvement Area #1 Reimbursement Agreement as part of the Improvement Area #1 Annual Installment pursuant to the Improvement Area #1 Reimbursement Agreement, which will not include Additional Interest unless and until Improvement Area #1 Bonds are issued. Upon the issuance of Improvement Area #1 Bonds, the interest on the Assessments will adjust to the rate on the Improvement Area #1 Bonds plus Additional Interest.

The interest on the Improvement Area #2 Assessment securing the Improvement Area #2 Reimbursement Obligation shall be collected at rates established under the Improvement Area #2 Reimbursement Agreement as part of the Improvement Area #2 Annual Installment pursuant to the Improvement Area #2 Reimbursement Agreement, which will not include Additional Interest unless and until Improvement Area #2 Bonds are issued. Upon the issuance of Improvement Area #2 Bonds, the interest on the Assessments will adjust to the rate on the Improvement Area #2 Bonds plus Additional Interest.

SECTION VI: TERMS OF THE ASSESSMENTS

Any reallocation of Assessments as described in this Section VI shall be considered an administrative action of the City and will not be subject to the notice or public hearing requirements under the PID Act.

A. Reallocation of Assessments

1. Upon Division Prior to Recording of Subdivision Plat

Upon the division of any Assessed Property (without the recording of a subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

- A = the Assessment for the newly divided Assessed Property
- B = the Assessment for the Assessed Property prior to division
- C = the Estimated Buildout Value of the newly divided Assessed Property
- D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The calculation of the Assessment of an Assessed Property shall be performed by the Administrator and shall be based on the Estimated Buildout Value of that Assessed Property, as provided by the Developer, relying on information from homebuilders, market studies, appraisals, Official Public Records of the County, and any other relevant information regarding the Assessed Property. The Estimated Buildout Values for Lot Type 1 and Lot Type 2 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates, but **Exhibit E** may be updated in future Annual Service Plan Updates to account for additional Lot Types. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

2. Upon Subdivision by a Recorded Subdivision Plat

Upon the subdivision of any Assessed Property based on a recorded subdivision plat, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the new subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

- A = the Assessment for the newly subdivided Lot
- B = the Assessment for the Parcel prior to subdivision
- C = the sum of the Estimated Buildout Value of all newly subdivided Lots with the same Lot Type
- D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefitted Property
- E = the number of newly subdivided Lots with the same Lot Type

Prior to the recording of a subdivision plat, the Developer shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat. The calculation of the Assessment for a Lot shall be performed by the Administrator and confirmed by the City Council based on Estimated Buildout Value information provided by the Developer, homebuilders, third party consultants, and/or the Official Public Records of the County regarding the Lot. The Estimated Buildout Values for Lot Type 1 and Lot Type 2 are shown on **Exhibit E** and will not change in future Annual Service Plan Updates. The calculation as confirmed by the City Council shall be conclusive and binding.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in the Annual Service Plan Update immediately following such reallocation.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated into a single Lot or Parcel, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update immediately following such consolidation. The Assessment for any resulting Lot may not exceed the Maximum Assessment for the applicable Lot Type and compliance may require a mandatory Prepayment of Assessments pursuant to **Section VI.C**.

B. Mandatory Prepayment of Assessments

If an Assessed Property or a portion thereof is conveyed to a party that is exempt from payment of the Assessment under applicable law, or the owner causes a Lot, Parcel or portion thereof to become Non-Benefitted Property, the owner of such Lot, Parcel or portion thereof shall pay to the City, or cause to be paid to the City, the full amount of the Assessment, plus all Prepayment Costs and Delinquent Collection Costs for such Assessed Property, prior to or concurrently with any such conveyance or act, and no such conveyance shall be effective until the City receives such payment. Following payment of the foregoing costs in full, the City shall provide the owner with a recordable “Notice of Assessment Termination,” a form of which is attached hereto as **Exhibit J**.

C. True-Up of Assessments if Maximum Assessment Exceeded at Plat

Prior to the City approving a final subdivision plat, the Administrator will certify that such plat will not result in the Assessment per Lot for any Lot Type to exceed the Maximum Assessment. If the Administrator determines that the resulting Assessment per Lot for any Lot Type will exceed the Maximum Assessment for that Lot Type, then (1) the Assessment applicable to each Lot Type shall each be reduced to the Maximum Assessment, and (2) the person or entity filing the plat shall pay to the City, or cause to be paid to the City, the amount the Assessment was reduced, plus Prepayment Costs and Delinquent Collection Costs, if any, prior to the City approving the final plat. The City's approval of a plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such amounts. At no time shall the aggregate Assessments for any Lot exceed the Maximum Assessment.

D. Reduction of Assessments

If the Actual Costs of completed Authorized Improvements are less than the Assessments, then (i) in the event PID Bonds have not been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the City Council shall reduce each Assessment on a pro rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs that were expended, or (ii) in the event that PID Bonds have been issued for the purpose of financing Authorized Improvements affected by such reduction in Actual Costs, the Trustee shall apply amounts on deposit in the applicable account of the project fund created under the Indenture relating to such series of PID Bonds as directed by the City pursuant to the terms of such Indenture. Such excess PID Bond proceeds may be used for any purpose authorized by such Indenture. The Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of any Assessed Property may, at any time, pay all or any part of an Assessment in accordance with the PID Act. Prepayment Costs, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed, or the Annual Service Plan Update has been approved by the City Council prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment on an Assessed Property is prepaid in full, with Prepayment Costs, (1) the Administrator shall cause the Assessment to be reduced to zero on said Assessed Property and the Assessment Roll to be revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate with respect to said Assessed Property; and (4) the City shall provide the owner with a recordable "Notice of Assessment Termination."

If an Assessment on an Assessed Property is prepaid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced on said Assessed Property and the Assessment Roll revised accordingly; (2) the Administrator shall prepare the revised Assessment Roll and submit such revised Assessment Roll to the City Council for review and approval as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment will be reduced to the extent of the Prepayment made.

For purposes of Prepayments, the Improvement Area #1 Reimbursement Obligation and Improvement Area #2 Reimbursement Obligation are and will remain subordinated to (i) any PID Bonds secured by a parity lien on the Improvement Area #1 Assessments or Improvement Area #2 Assessments issued to refinance all or a portion of the Improvement Area #1 Reimbursement Obligation or Improvement Area #2 Reimbursement Obligation.

F. Payment of Assessment in Annual Installments

Assessments that are not paid in full shall be due and payable in Annual Installments. **Exhibit F-2** shows the estimated Improvement Area #1 Annual Installments, and **Exhibit G-2** shows the estimated Improvement Area #2 Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update.

Prior to the recording of a final subdivision plat, if any Parcel shown on the Assessment Roll is assigned multiple tax parcel identification numbers for billing and collection purposes, the Annual Installment shall be allocated pro rata based on the acreage of the Parcel not including any Non-Benefitted Property, as shown by the Dallas Central Appraisal District for each tax parcel identification number.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. The Annual Collection Costs for a given Assessment shall be paid by the owner of each Parcel pro rata based on the ratio of the amount of outstanding Assessment remaining on the Parcel to the total outstanding Assessment. Annual Installments shall be

reduced by any credits applied under an applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for such purposes. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the same manner as ad valorem taxes due and owing to the City. To the extent permitted by the PID Act or other applicable law, the City Council may provide for other means of collecting Annual Installments, but in no case shall the City take any action, or fail to take any action, that would cause it to be in default under any Indenture. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay any of the remaining unpaid Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with applicable law, including the PID Act. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of the Improvement Area #1 Assessment and Improvement Area #2 Assessment shall be due when billed and shall be delinquent if not paid prior to February 1, 2025.

Failure of an owner of an Assessed Property to receive an invoice for an Annual Installment shall not relieve said owner of the responsibility for payment of the Assessment. Assessments, or Annual Installments thereof, that are delinquent shall incur Delinquent Collection Costs.

G. Prepayment as a Result of an Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a "**Taking**"), the portion of the Assessed Property that was taken or transferred (the "**Taken Property**") shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken

Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the “**Remaining Property**”), following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay, pursuant to the terms of this 2024 Amended and Restated Service and Assessment Plan, as updated, and the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the applicable Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed such Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of Prepayment, with any remainder credited against the Assessment on the Remaining Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the applicable Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres constituting the Remaining Property shall be subject to the \$100 Assessment (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment, as applicable, on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Remaining Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the applicable Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Assessment on

both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on all outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel as part of each Annual Service Plan Update.

The Improvement Area #2 Assessment Roll is attached as **Exhibit G-1**. The Administrator shall prepare and submit to the City Council for review and approval proposed revisions to the Improvement Area #2 Assessment Roll and Improvement Area #2 Annual Installments for each Parcel as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this 2024 Amended and Restated Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council's approval of the calculation. Otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. The Administrator shall provide a written response to the City Council and the owner not later than 30 days after receipt of such written notice of error by the Administrator. The City Council shall consider the owner's notice of error and the Administrator's response at a public meeting, and, not later than 30 days after closing such meeting, the City Council shall make a final determination as to whether an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this 2024 Amended and Restated Service and Assessment Plan, the applicable Assessment Ordinance, the applicable Indenture, or as otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this 2024 Amended and Restated Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this 2024 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this 2024 Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this 2024 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this 2024 Amended and Restated Service and Assessment Plan. Interpretations of this 2024 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners of Assessed Property adversely affected by the interpretation. Appeals shall be decided by the City Council after holding a public meeting at which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners of Assessed Property and developers and their successors and assigns.

D. Form of Buyer Disclosure/Filing Requirements

Per Section 5.014 of the Texas Property Code, as amended, this 2024 Amended and Restated Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the Lot Types with the District. The buyer disclosures are attached hereto as **Appendix B**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance of this 2024 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Service an Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this 2024 Amended and Restated Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

SECTION IX: ADDITIONAL INFORMATION

The following information will serve as the Annual SAP Update for Improvement Area #1.

PARCEL SUBDIVISION

The final plat of Stonehaven Phase 1, attached hereto as **Exhibit H**, was filed and recorded with the County on April 24, 2024, and consists of 155 residential Lots and 10 Lots of Non-Benefitted Property. This final plat has not yet been assigned Property IDs by the Dallas Central Appraisal District. For billing purposes, the entire Annual Installment due 1/31/2025 shall be allocated to the Initial Parcel.

See **Exhibit A-5** for the Improvement Area #1 Lot Type classification map.

LOT AND HOME SALES

Improvement Area #1

Per the Developer, the lot ownership composition is provided below:

- Developer Owned:
 - Lot Type 1: 149 Lots
- Homebuilder Owned:
 - Lot Type 1: 155 Lots
- End-User Owner:
 - Lot Type 1: 0 Lots

See **Appendix B** for the buyer disclosures.

AUTHORIZED IMPROVEMENTS

Per the Developer, the Authorized Improvements listed in this 2024 Amended and Restated Service and Assessment Plan for Improvement Area #1 are currently under construction and projected to be completed in September of 2024. The budget for the Authorized Improvements is as shown in the table below.

Authorized Improvement Budget				
Authorized Improvements	Budget	Spent to Date	Percent of Budget Spent	Anticipated Completion Date
Improvement Area #1 Improvements				
Streets	\$ 4,832,038.00	\$ 4,368,302.43	90.40%	September 2024
Sanitary Sewer	\$ 1,166,617.00	\$ 1,215,178.71	104.16%	September 2024
Storm Drainage	\$ 1,378,584.00	\$ 1,498,404.27	108.69%	September 2024
Water	\$ 1,357,083.00	\$ 1,233,180.12	90.87%	September 2024
Soft Costs	\$ 873,500.00	\$ 1,397,549.23	159.99%	September 2024
Total	\$ 9,607,822.00	\$ 9,712,614.76	101.09%	

OUTSTANDING ASSESSMENT

Improvement Area #1

Improvement Area #1 has an outstanding Assessment of \$6,818,229.00.

ANNUAL INSTALLMENT DUE 1/31/2025

Improvement Area #1

- **Principal and Interest** – The total principal and interest required for the Annual Installment is \$507,704.98.
- **Annual Collection Costs** – The cost of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs budgeted for the Annual Installment is \$40,404.00.

Improvement Area #1	
Annual Collection Costs Breakdown	
Administration	\$ 30,600.00
City Auditor	\$ 500.00
Filing Fees	\$ 500.00
City Administrative Fee	\$ 3,000.00
County Collection	\$ 304.00
Draw Request Review	\$ 5,000.00
Miscellaneous	\$ 500.00
Total Annual Collection Costs	\$ 40,404.00

Improvement Area #1		
Due January 31, 2025		
Principal	\$	103,384.00
Interest	\$	404,320.98
Annual Collection Costs	\$	40,404.00
Total Annual Installment Due	\$	548,108.98

Please contact P3Works for the pay period for Improvement Area #1. See **Exhibit F-2** for the reimbursement schedule for Improvement Area #1.

PREPAYMENT OF ASSESSMENTS IN FULL

Improvement Area #1

No full prepayments of Assessments have occurred within Improvement Area #1.

PARTIAL PREPAYMENT OF ASSESSMENTS

Improvement Area #1

No partial prepayments of Assessments have occurred within Improvement Area #1.

EXHIBITS

The following Exhibits are attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes:

Exhibit A-1	Map of the District
Exhibit A-2	Map of Improvement Area #1
Exhibit A-3	Map of Improvement Area #2
Exhibit A-4	Map of Remainder Area
Exhibit A-5	Improvement Area #1 Lot Type Classification Map
Exhibit A-6	Improvement Area #2 Lot Type Classification Map
Exhibit B	Project Costs
Exhibit C	Service Plan
Exhibit D	Sources and Uses of Funds
Exhibit E	Maximum Assessment and Tax Rate Equivalent
Exhibit F-1	Improvement Area #1 Assessment Roll
Exhibit F-2	Improvement Area #1 Annual Installments
Exhibit G-1	Improvement Area #2 Assessment Roll
Exhibit G-2	Improvement Area #2 Annual Installments
Exhibit H	Stonehaven Phase 1 Final Plat
Exhibit I-1	Maps of Improvement Area #1 Improvements
Exhibit I-2	Maps of Improvement Area #2 Improvements
Exhibit J	Form of Notice of Assessment Termination
Exhibit K-1	District Boundary Description
Exhibit K-2	Improvement Area #1 Boundary Description
Exhibit K-3	Improvement Area #2 Boundary Description
Exhibit K-4	Remainder Area Boundary Description

APPENDICES

The following Appendices are attached to and made a part of this 2024 Amended and Restated Service and Assessment Plan for all purposes:

Appendix A	Engineer's Report
Appendix B	Buyer Disclosures

EXHIBIT A-1 – MAP OF THE DISTRICT



EXHIBIT A-2 – MAP OF IMPROVEMENT AREA #1



EXHIBIT A-3 – MAP OF IMPROVEMENT AREA #2



EXHIBIT A-4 – MAP OF REMAINDER AREA

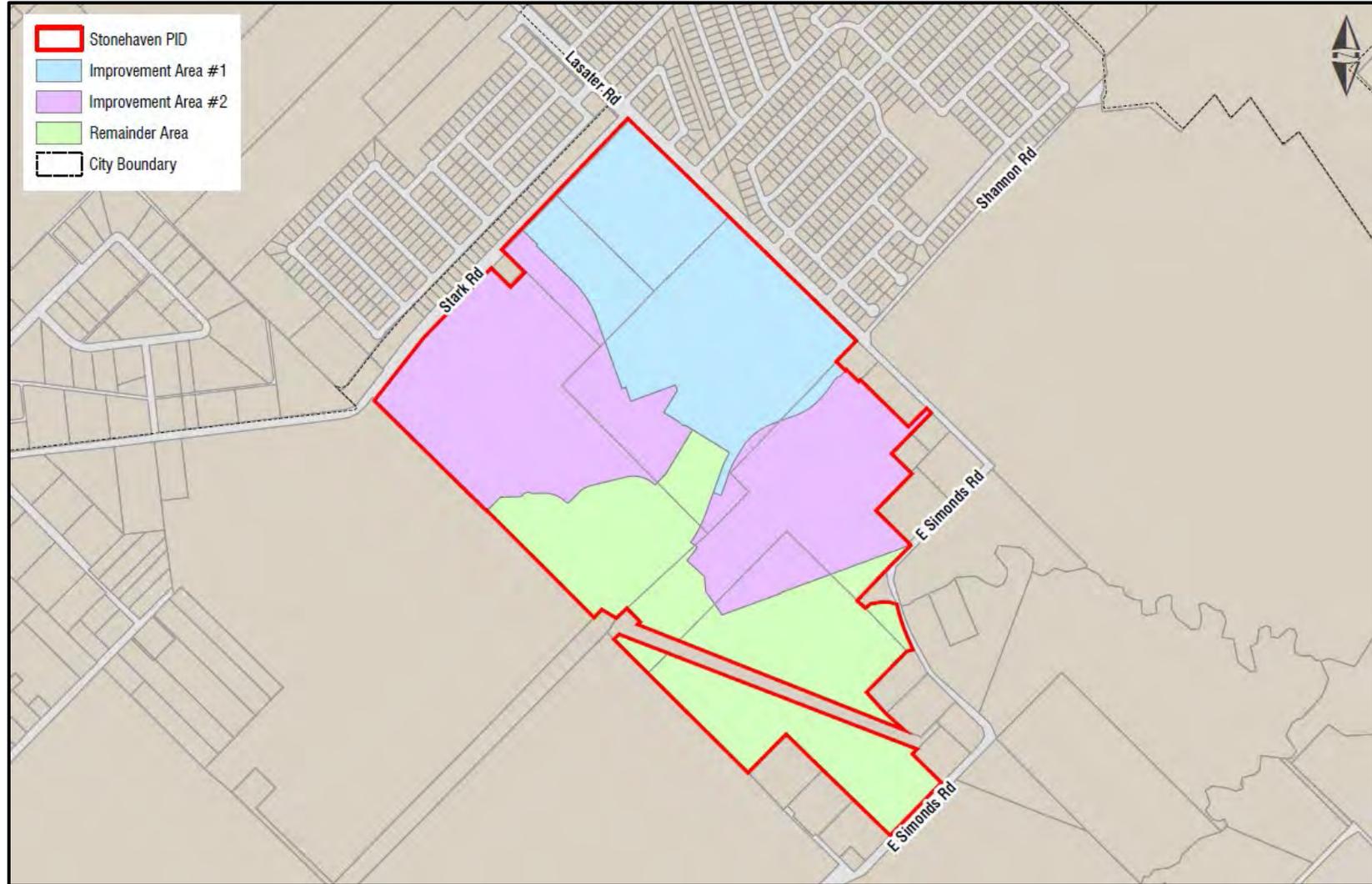


EXHIBIT A-5 – IMPROVEMENT AREA #1 LOT TYPE CLASSIFICATION MAP



EXHIBIT A-6 - IMPROVEMENT AREA #2 LOT TYPE CLASSIFICATION



EXHIBIT B – PROJECT COSTS

	Total	Privately Funded	Authorized Improvements	Improvement Area #1 % Cost	Improvement Area #2 % Cost
<i>Major Improvements</i> ^{[a], [b]}					
Streets	\$ 4,648,053	\$ 4,648,053	\$ -	0.00%	\$ -
Sanitary Sewer	6,943,100	6,943,100	-	0.00%	-
Storm Drainage	2,065,099	2,065,099	-	0.00%	-
Water	1,908,712	1,908,712	-	0.00%	-
Soft Costs ^[c]	1,922,500	1,922,500	-	0.00%	-
	<u>\$ 17,487,464</u>	<u>\$ 17,487,464</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<i>Improvement Area #1 Improvements</i> ^[b]					
Streets	\$ 4,832,038	\$ -	\$ 4,832,038	100.00%	\$ -
Sanitary Sewer	1,166,617	-	1,166,617	100.00%	-
Storm Drainage	1,378,584	-	1,378,584	100.00%	-
Water	1,357,083	-	1,357,083	100.00%	-
Soft Costs ^[c]	873,500	-	873,500	100.00%	-
	<u>\$ 9,607,822</u>	<u>\$ -</u>	<u>\$ 9,607,822</u>	<u>\$ 9,607,822</u>	<u>\$ -</u>
<i>Improvement Area #2 Improvements</i> ^[b]					
Streets	\$ 4,189,937	\$ -	\$ 4,189,937	0.00%	\$ 4,189,937
Sanitary Sewer	1,081,087	-	1,081,087	0.00%	1,081,087
Storm Drainage	1,285,922	-	1,285,922	0.00%	1,285,922
Water	1,213,571	-	1,213,571	0.00%	1,213,571
Soft Costs ^[c]	777,500	-	777,500	0.00%	777,500
	<u>\$ 8,548,017</u>	<u>\$ -</u>	<u>\$ 8,548,017</u>	<u>\$ -</u>	<u>\$ 8,548,017</u>
<i>Private Improvements</i> ^[d]					
Streets	\$ 3,208,541	\$ 3,208,541	\$ -	0.00%	\$ -
Sanitary Sewer	6,945,544	6,945,544	-	0.00%	-
Storm Drainage	773,821	773,821	-	0.00%	-
Water	1,908,712	1,908,712	-	0.00%	-
Retaining Walls	1,352,970	1,352,970	-	0.00%	-
Miscellaneous Items	241,273	241,273	-	0.00%	-
Landscaping	3,678,700	3,678,700	-	0.00%	-
Soft Costs ^[c]	1,811,500	1,811,500	-	0.00%	-
	<u>\$ 19,921,061</u>	<u>\$ 19,921,061</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
<i>Bond Issuance Costs</i> ^[f]					
Debt Service Reserve Fund	\$ 981,787	\$ -	\$ 981,787	\$ 512,750	\$ 469,036.83
Underwriter's Discount	259,300	-	259,300	136,800	122,500
Underwriter's Counsel	129,650	-	129,650	68,400	61,250
Cost of Issuance	842,725	-	842,725	444,600	398,125
	<u>\$ 2,213,462</u>	<u>\$ -</u>	<u>\$ 2,213,462</u>	<u>\$ 1,162,550</u>	<u>\$ 1,050,912</u>
<i>Other Costs</i>					
Initial Deposit to Administrative Fund	\$ 80,000	\$ -	\$ 80,000	\$ 40,000	\$ 40,000
Initial Deposit to Prepayment and Delinquency Fund	20,000	-	20,000	10,000	10,000
	<u>\$ 100,000</u>	<u>\$ -</u>	<u>\$ 100,000</u>	<u>\$ 50,000</u>	<u>\$ 50,000</u>
Total	\$ 57,877,825	\$ 37,408,524	\$ 20,469,301	\$ 10,820,372	\$ 9,648,929

Footnotes:

- [a] Major Improvements are to be privately funded by the Developer and are not reimburseable from Assessments or PID Bonds.
- [b] Costs per Engineer's Report dated April 2023.
- [c] Soft Costs include overall contingencies.
- [d] Costs per Engineer's Report dated April 2024.
- [e] Non-reimburseable to Developer from Assessments or PID Bonds.
- [f] Bond Issuance Costs are estimates only and are subject to change at the time of issuance.

EXHIBIT C – SERVICE PLAN

		Improvement Area #1				
Annual Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
<i>Improvement Area #1 Reimbursement Obligation</i>						
Principal		\$ 103,384.00	\$ 108,699.00	\$ 114,313.00	\$ 120,242.00	\$ 126,507.00
Interest		404,320.98	398,190.30	391,744.46	384,965.70	377,835.34
	(1)	\$ 507,704.98	\$ 506,889.30	\$ 506,057.46	\$ 505,207.70	\$ 504,342.34
Annual Collection Costs	(2)	\$ 40,404.00	\$ 41,212.08	\$ 42,036.32	\$ 42,877.05	\$ 43,734.59
Total Annual Installment^[a]	(3) = (1) + (2)	\$ 548,108.98	\$ 548,101.38	\$ 548,093.78	\$ 548,084.75	\$ 548,076.93

Footnotes:

[a] Additional Interest to be added to Total Annual Installment upon issuance of PID Bonds to pay for or reimburse all or a portion of the Improvement Area #1 Reimbursement Obligation.

		Improvement Area #2				
Annual Installments Due		1/31/2025	1/31/2026	1/31/2027	1/31/2028	1/31/2029
<i>Improvement Area #2 Reimbursement Obligation</i>						
Principal		\$ 70,911.83	\$ 75,521.10	\$ 80,429.97	\$ 85,657.92	\$ 91,225.69
Interest		398,125.00	393,515.73	388,606.86	383,378.91	377,811.15
	(1)	\$ 469,036.83	\$ 469,036.83	\$ 469,036.83	\$ 469,036.83	\$ 469,036.83
Annual Collection Costs	(2)	\$ 40,000.00	\$ 40,800.00	\$ 41,616.00	\$ 42,448.32	\$ 43,297.29
Total Annual Installment^[a]	(3) = (1) + (2)	\$ 509,036.83	\$ 509,836.83	\$ 510,652.83	\$ 511,485.15	\$ 512,334.12

Footnotes:

[a] Additional Interest to be added to Total Annual Installment upon issuance of PID Bonds to pay for or reimburse all or a portion of the Improvement Area #2 Reimbursement Obligation.

EXHIBIT D – SOURCES AND USES OF FUNDS

	Private	Improvement Area #1	Improvement Area #2	Total
Sources of Funds				
Reimbursement Obligation - Improvement Area #1	\$ -	\$ 6,840,000	\$ -	\$ 6,840,000
Developer Contribution - Improvement Area #1 ^[a]	-	3,980,372	-	3,980,372
Reimbursement Obligation - Improvement Area #2	-	-	6,125,000	6,125,000
Developer Contribution - Improvement Area #2 ^[a]	-	-	3,523,929	3,523,929
Developer Contribution - Private Improvements ^[a]	19,921,061	-	-	19,921,061
Developer Contribution - Major Improvements ^[a]	17,487,464	-	-	17,487,464
Total Sources	\$ 37,408,524	\$ 10,820,372	\$ 9,648,929	\$ 57,877,825
Uses of Funds				
Major Improvements	\$ 17,487,464	\$ -	\$ -	\$ 17,487,464
Improvement Area #1 Improvements	-	9,607,822	-	9,607,822
Improvement Area #2 Improvements	-	-	8,548,017	8,548,017
Private Improvements	19,921,061	-	-	19,921,061
	<u>\$ 37,408,524</u>	<u>\$ 9,607,822</u>	<u>\$ 8,548,017</u>	<u>\$ 55,564,363</u>
<i>Bond Issuance Costs^[b]</i>				
Debt Service Reserve Fund	\$ -	\$ 512,750	\$ 469,037	\$ 981,787
Underwriter's Discount	-	136,800	122,500	259,300
Underwriter's Counsel	-	68,400	61,250	129,650
Cost of Issuance	-	444,600	398,125	842,725
	<u>\$ -</u>	<u>\$ 1,162,550</u>	<u>\$ 1,050,912</u>	<u>\$ 2,213,462</u>
<i>Other Costs^[b]</i>				
Initial Deposit to Administrative Fund	\$ -	\$ 40,000	\$ 40,000	\$ 80,000
Initial Deposit to Prepayment and Delinquency Fund	-	10,000	10,000	20,000
	<u>\$ -</u>	<u>\$ 50,000</u>	<u>\$ 50,000</u>	<u>\$ 100,000</u>
Total Uses	\$ 37,408,524	\$ 10,820,372	\$ 9,648,929	\$ 57,877,825

Footnotes:

[a] Non-reimbursable to the Developer through Assessments.

[b] Estimates only. Bond Issuance Costs and Other Costs associated with PID Bonds issued to refinance all or a portion of the Improvement Area #1 Reimbursement Obligation and Improvement Area #2 Reimbursement Obligation are to be determined and incurred at the time such PID Bonds are issued.

EXHIBIT E – MAXIMUM ASSESSMENT AND TAX RATE EQUIVALENT

Lot Type	Units ^[a]	Estimated Buildout Value ^[a]		Assessment		Average Annual Installment ^[b]		PID TRE ^[b]
		Per Unit	Total	Per Unit	Total	Per Unit	Total	
<i>Improvement Area #1</i>								
Lot Type 1 (50')	304	\$ 358,902	\$ 109,106,208	\$ 22,500	\$ 6,840,000	\$ 1,804	\$ 548,505	\$ 0.5027
<i>Improvement Area #1 Subtotal</i>	304		\$ 109,106,208		\$ 6,840,000		\$ 548,505	\$ 0.5027
<i>Improvement Area #2</i>								
Lot Type 2 (50')	279	\$ 373,402	\$ 104,179,158	\$ 21,953	\$ 6,125,000	\$ 1,909	\$ 532,729	\$ 0.5114
<i>Improvement Area #2 Subtotal</i>	279		\$ 104,179,158		\$ 6,125,000		\$ 532,729	\$ 0.5114
Total	583		\$ 213,285,366.00		\$ 12,965,000.00			

Footnotes:

[a] Per information provided by the Developer.

[b] Includes estimated future Additional Interest.

EXHIBIT F-1 –IMPROVEMENT AREA #1 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2025
65054142010100000	Improvement Area #1 Initial Parcel	\$ 730,372.77	\$ 58,713.76
65054142010110000	Improvement Area #1 Initial Parcel	\$ 956,124.35	\$ 76,861.65
65054142010120000	Improvement Area #1 Initial Parcel	\$ 2,939,020.03	\$ 236,264.18
65054142510150000	Improvement Area #1 Initial Parcel	\$ 2,192,711.85	\$ 176,269.39
Total		\$ 6,818,229.00	\$ 548,108.98

Footnotes:

[a] The final plat of Stonehaven Phase 1 has not yet been assigned Property IDs by the Dallas Central Appraisal District. For billing purposes, the Annual Installment due 1/31/2025 shall be allocated to the Improvement Area #1 Initial Parcel. The entire Improvement Area #1 Initial Parcel is contained within Property IDs 65054142010100000, 65054142010110000, 65054142010120000, and 65054142510150000 and shall be allocated pro rata based on acreage.

EXHIBIT F-2 –IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Annual Installment Due 1/31	Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Annual Installment ^[b]
	Principal	Interest ^[a]		
2025	\$ 103,384	\$ 404,321	\$ 40,404	\$ 548,109
2026	\$ 108,699	\$ 398,190	\$ 41,212	\$ 548,101
2027	\$ 114,313	\$ 391,744	\$ 42,036	\$ 548,094
2028	\$ 120,242	\$ 384,966	\$ 42,877	\$ 548,085
2029	\$ 126,507	\$ 377,835	\$ 43,735	\$ 548,077
2030	\$ 133,125	\$ 370,333	\$ 44,609	\$ 548,068
2031	\$ 140,119	\$ 362,439	\$ 45,501	\$ 548,060
2032	\$ 147,509	\$ 354,130	\$ 46,411	\$ 548,051
2033	\$ 155,319	\$ 345,383	\$ 47,340	\$ 548,042
2034	\$ 163,573	\$ 336,172	\$ 48,287	\$ 548,032
2035	\$ 172,298	\$ 326,473	\$ 49,252	\$ 548,023
2036	\$ 181,521	\$ 316,255	\$ 50,237	\$ 548,014
2037	\$ 191,270	\$ 305,491	\$ 51,242	\$ 548,003
2038	\$ 201,578	\$ 294,149	\$ 52,267	\$ 547,994
2039	\$ 212,476	\$ 282,195	\$ 53,312	\$ 547,983
2040	\$ 223,999	\$ 269,595	\$ 54,378	\$ 547,973
2041	\$ 236,183	\$ 256,312	\$ 55,466	\$ 547,961
2042	\$ 249,069	\$ 242,307	\$ 56,575	\$ 547,951
2043	\$ 262,696	\$ 227,537	\$ 57,707	\$ 547,940
2044	\$ 277,109	\$ 211,959	\$ 58,861	\$ 547,929
2045	\$ 292,352	\$ 195,526	\$ 60,038	\$ 547,917
2046	\$ 308,476	\$ 178,190	\$ 61,239	\$ 547,905
2047	\$ 325,532	\$ 159,897	\$ 62,464	\$ 547,893
2048	\$ 343,575	\$ 140,593	\$ 63,713	\$ 547,881
2049	\$ 362,662	\$ 120,219	\$ 64,987	\$ 547,868
2050	\$ 382,855	\$ 98,713	\$ 66,287	\$ 547,855
2051	\$ 404,220	\$ 76,010	\$ 67,613	\$ 547,843
2052	\$ 426,825	\$ 52,040	\$ 68,965	\$ 547,830
2053	\$ 450,743	\$ 26,729	\$ 70,344	\$ 547,816
Total	\$ 6,818,229	\$ 7,505,705	\$ 1,567,361	\$ 15,891,296

Footnotes:

[a] Interest is calculated at 5.93%, which is not higher than 2% above the Bond Buyer Index of 3.93% dated 06/22/2023, as allowed by the PID Act. Upon the issuance of PID Bonds, interest shall adjust to the rate of the PID Bonds plus Additional Interest of 0.50%.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT G-1 - IMPROVEMENT AREA #2 ASSESSMENT ROLL

Property ID ^[a]	Lot Type	Outstanding Assessment	Annual Installment due 1/31/2025
50050050010010000	Improvement Area #2 Initial Parcel	\$ 2,000,111.42	\$ 166,225.37
65054142010100000	Improvement Area #2 Initial Parcel	\$ 417,069.03	\$ 34,661.80
65054142010120000	Improvement Area #2 Initial Parcel	\$ 1,678,285.79	\$ 139,479.07
65054142510150000	Improvement Area #2 Initial Parcel	\$ 1,252,117.07	\$ 104,061.01
65054142510080000	Improvement Area #2 Initial Parcel	\$ 777,416.68	\$ 64,609.59
Total		\$ 6,125,000.00	\$ 509,036.83

Footnotes:

[a] The entire Improvement Area #2 Initial Parcel is contained within Property IDs 50050050010010000, 65054142010100000, 65054142010120000, 65054142510150000, and 65054142510080000. For billing purposes, the Annual Installment due 1/31/2025 shall be allocated pro rata based on acreage.

EXHIBIT G-2 - IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Improvement Area #2 Reimbursement Obligation					
Annual Installment Due 1/31	Principal		Interest ^[a]	Annual Collection Costs	Annual Installment ^[b]
2025	\$	70,911.83	\$	398,125.00	\$ 40,000.00 \$ 509,036.83
2026	\$	75,521.10	\$	393,515.73	\$ 40,800.00 \$ 509,836.83
2027	\$	80,429.97	\$	388,606.86	\$ 41,616.00 \$ 510,652.83
2028	\$	85,657.92	\$	383,378.91	\$ 42,448.32 \$ 511,485.15
2029	\$	91,225.69	\$	377,811.15	\$ 43,297.29 \$ 512,334.12
2030	\$	100,948.57	\$	356,434.09	\$ 44,163.23 \$ 501,545.89
2031	\$	107,237.66	\$	350,145.00	\$ 45,046.50 \$ 502,429.16
2032	\$	113,918.57	\$	343,464.09	\$ 45,947.43 \$ 503,330.09
2033	\$	121,015.70	\$	336,366.96	\$ 46,866.38 \$ 504,249.03
2034	\$	128,554.97	\$	328,827.68	\$ 47,803.70 \$ 505,186.36
2035	\$	136,563.95	\$	320,818.71	\$ 48,759.78 \$ 506,142.44
2036	\$	145,071.88	\$	312,310.78	\$ 49,734.97 \$ 507,117.63
2037	\$	154,109.86	\$	303,272.80	\$ 50,729.67 \$ 508,112.33
2038	\$	163,710.90	\$	293,671.75	\$ 51,744.27 \$ 509,126.92
2039	\$	173,910.09	\$	283,472.56	\$ 52,779.15 \$ 510,161.81
2040	\$	184,744.69	\$	272,637.97	\$ 53,834.73 \$ 511,217.39
2041	\$	196,254.29	\$	261,128.37	\$ 54,911.43 \$ 512,294.09
2042	\$	208,480.93	\$	248,901.73	\$ 56,009.66 \$ 513,392.32
2043	\$	221,469.29	\$	235,913.37	\$ 57,129.85 \$ 514,512.51
2044	\$	235,266.83	\$	222,115.83	\$ 58,272.45 \$ 515,655.11
2045	\$	249,923.95	\$	207,458.71	\$ 59,437.90 \$ 516,820.55
2046	\$	265,494.21	\$	191,888.44	\$ 60,626.65 \$ 518,009.31
2047	\$	282,034.50	\$	175,348.15	\$ 61,839.19 \$ 519,221.85
2048	\$	299,605.25	\$	157,777.41	\$ 63,075.97 \$ 520,458.63
2049	\$	318,270.66	\$	139,112.00	\$ 64,337.49 \$ 521,720.15
2050	\$	338,098.92	\$	119,283.74	\$ 65,624.24 \$ 523,006.90
2051	\$	359,162.49	\$	98,220.17	\$ 66,936.72 \$ 524,319.38
2052	\$	381,538.31	\$	75,844.35	\$ 68,275.46 \$ 525,658.12
2053	\$	405,308.15	\$	52,074.51	\$ 69,640.97 \$ 527,023.63
2054	\$	430,558.84	\$	26,823.82	\$ 71,033.79 \$ 528,416.45
Total	\$	6,125,000.00	\$	7,654,750.63	\$ 1,622,723.17 \$ 15,402,473.80

Footnotes:

[a] Interest is calculated at 6.50% for years 1-5 and 6.23% for years 6-30, which is not higher than 2% above the Bond Buyer Index of 4.23% dated 8/1/2024, as allowed by the PID Act. Upon the issuance of PID Bonds, interest shall adjust to the rate of the PID Bonds plus Additional Interest of 0.50%.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H – STONEHAVEN PHASE 1 FINAL PLAT



EXHIBIT I-1 – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS

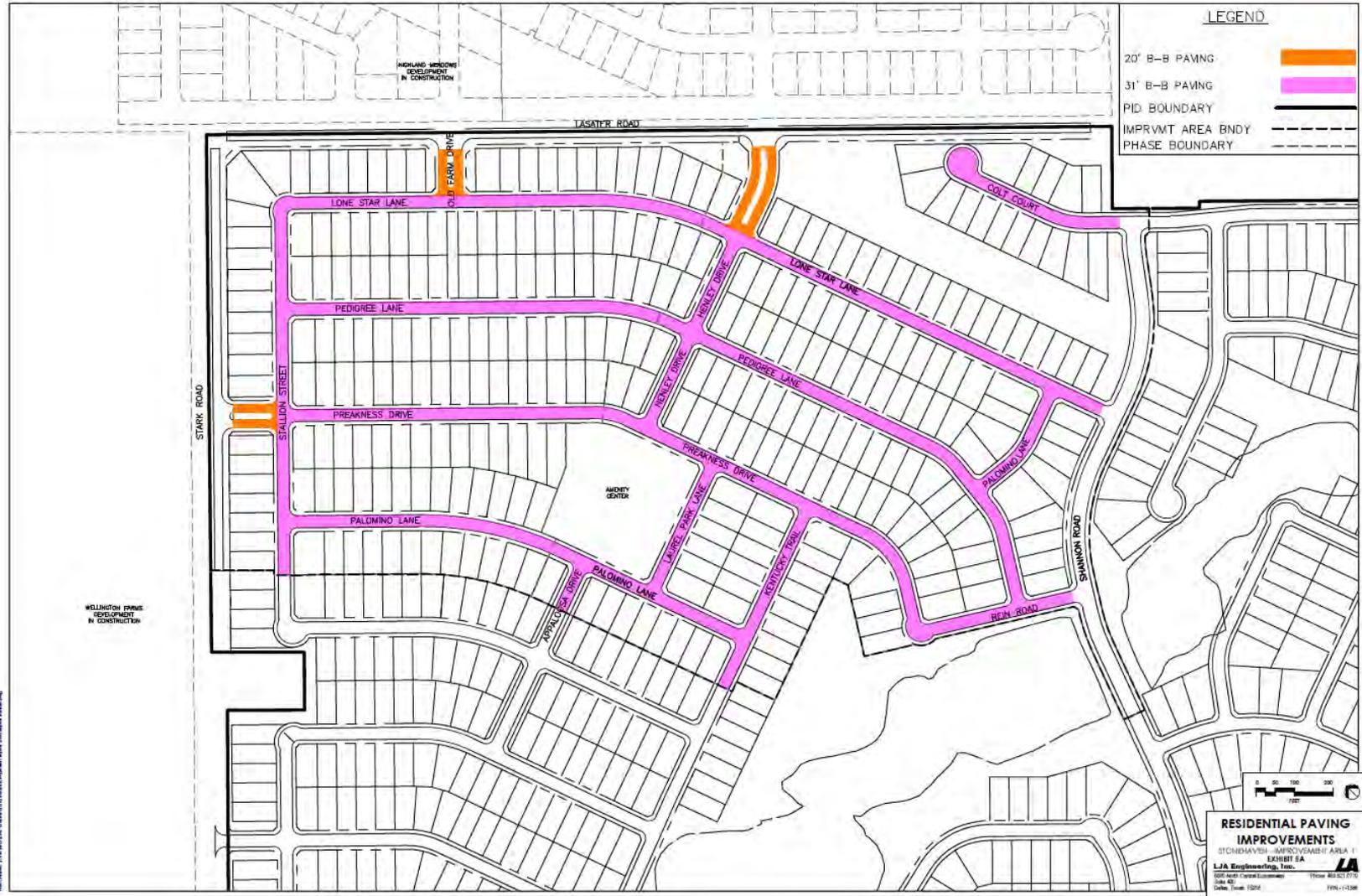




EXHIBIT I-2 – MAPS OF IMPROVEMENT AREA #2 IMPROVEMENTS







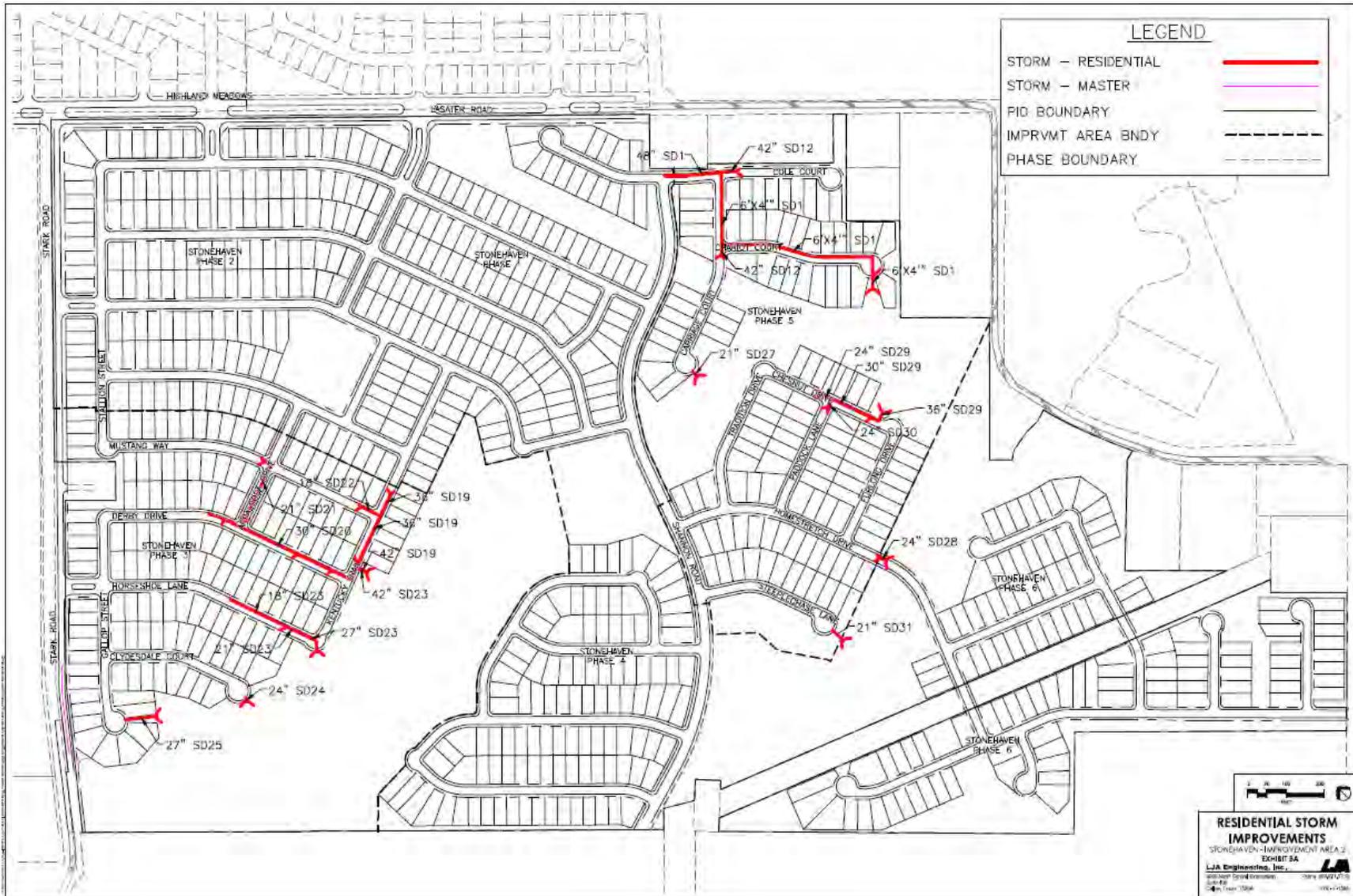


EXHIBIT J – FORM OF NOTICE OF ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Dallas County Clerk's Office
Honorable [County Clerk]
Dallas County Administration Building
500 Elm Street
Dallas, TX 75202

Re: City of Seagoville Lien Release documents for filing

Dear Ms./Mr. [County Clerk]

Enclosed is a lien release that the City of Seagoville is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents to my attention:

City of Seagoville
Attn: City Secretary
702 US-175 Frontage Rd
Seagoville, TX 75159

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
(817) 393-0353
Admin@P3-Works.com
www.P3-Works.com

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of [amount] (hereinafter referred to as the "Lien Amount") and further imposed a lien to secure the payment of the Lien Amount (the "Lien") against the following property located within the District, to wit:

[legal description], an addition to the City of [City], [County], Texas, according to the map or plat thereof recorded as Instrument No. _____ in the Map Records of Dallas County, Texas (the "Property");

and

WHEREAS, the Lien Amount has been paid in full.

RELEASE

NOW THEREFORE, for and in consideration of the full payment of the Lien Amount, the City hereby releases and discharges, and by these presents does hereby release and discharge, the Lien to the extent that it affects and encumbers the Property.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF SEAGOVILLE, TEXAS,
A Texas home rule municipality,

By: _____
[Manager Name], City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by the City Manager for the City of Seagoville, Texas, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT K-1 – DISTRICT LEGAL DESCRIPTION

LEGAL DESCRIPTION

TRACT 1

BEING A 222.432 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING PART OF LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, PLAT RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 33.33 ACRE TRACT OF LAND, CONVEYED AS "TRACT 1", ALL OF A 22.000 ACRE TRACT OF LAND, CONVEYED AS "TRACT 2", ALL OF A 13.75 ACRE TRACT OF LAND CONVEYED AS "TRACT 3", AND ALL OF AN 18.000 ACRE TRACT OF LAND CONVEYED AS "TRACT 4", TO RICHARD JONES AND GARY JONES, AS RECORDED IN COUNTY CLERK'S FILE NO. 201800011184, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A", TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, ALL OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, AND ALL OF LOT 3 OF THE NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID 222.432 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR A SOUTH CORNER OF SAID LOT ONE, BLOCK ONE AND THE COMMON EAST CORNER OF A 145.58 ACRE TRACT OF LAND CONVEYED TO PLATTER INVESTMENT COMPANY, AS RECORDED IN VOLUME 72196, PAGE 1744, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, (NO RECORD DOCUMENT FOUND);

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID LOT ONE, AND THE COMMON NORTHEAST LINE OF SAID 145.58 ACRE TRACT, A DISTANCE OF 2282.25 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID LOT ONE AND THE SOUTH CORNER OF A 1.33585 ACRE

RIGHT-OF-WAY DEDICATION FOR STARK ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100151442, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON SAID NORTHEAST LINE OF SAID 145.58 ACRE TRACT, FROM WHICH A 1/2" IRON ROD WITH CAP FOUND BEARS NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 14.89 FEET;

THENCE, ALONG THE NORTHWEST LINE OF SAID LOT ONE AND THE COMMON SOUTHEAST RIGHT-O-WAY LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 38 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 589.13 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER, FROM WHICH A 1/2" IRON ROD FOUND BEARS NORTH 51 DEGREES 51 MINUTES 50 SECONDS WEST, A DISTANCE OF 17.33 FEET;

NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 714.86 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 0.690 ACRE TOWER LEASE AND EXCLUSIVE ACCESS AND UTILITY EASEMENT, AS RECORDED IN COUNTY CLERK'S FILE NO. 201900115635, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID LOT ONE, BLOCK ONE, AND ALONG THE COMMON LINES OF SAID 0.690 ACRE EASEMENT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 39 MINUTES 56 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 0.690 ACRE EASEMENT;

NORTH 44 DEGREES 19 MINUTES 26 MINUTES, A DISTANCE OF 149.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID 0.690 ACRE EASEMENT. SAID POINT BEING ON THE NORTHEAST LINE OF SAID LOT ONE AND THE COMMON SOUTHWEST LINE OF AFORESAID "TRACT 3";

THENCE, NORTH 45 DEGREES 25 MINUTES 42 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID LOT ONE, SAID 0.690 ACRE EASEMENT, AND THE COMMON SOUTHWEST LINE OF SAID "TRACT 3", PASSING AT A DISTANCE OF 17.46 FEET A 1/2" IRON ROD FOUND AND AT 182.54 FEET A 1/2" CAPPED IRON ROD FOUND FOR THE NORTH CORNER OF SAID LOT ONE, THE NORTH CORNER OF SAID 0.690 ACRE EASEMENT, AND THE COMMON EAST CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID "TRACT 3" AND THE COMMON

NORTHEAST LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION, IN ALL, A TOTAL DISTANCE OF 240.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION AND THE COMMON WEST CORNER OF SAID "TRACT 3". SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF SAID STARK ROAD, SAME BEING A 3.05 ACRE TRACT OF LAND CONVEYED TO THE COUNTY OF DALLAS, AS RECORDED IN VOLUME 222, PAGE 826, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 01 MINUTE 58 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID "TRACT 3" AND AFORESAID "TRACT 4", AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD, A DISTANCE OF 1339.61 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID "TRACT 4". SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 45 DEGREES 55 MINUTES 43 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID "TRACT 4", AFORESAID "TRACT 2", AND AFORESAID "TRACT 1", AND WITH SAID SOUTHEAST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 2348.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE EAST CORNER OF SAID "TRACT 1" AND THE COMMON NORTH CORNER OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID "TRACT 1" AND THE COMMON NORTHWEST LINE OF SAID 1.000 ACRE TRACT, PASSING AT A DISTANCE OF 198.89 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 213.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID 1.000 ACRE TRACT AND THE COMMON NORTH CORNER OF AFORESAID 41.267 ACRE "TRACT A" TRACT;

THENCE, ALONG THE NORTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 225.75 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 1.000 ACRE TRACT;

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 18.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 2.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOTT

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AND STELLA ELLIOT, AS RECORDED IN VOLUME 3294, PAGE 563, DEED RECORDS, DALLAS COUNTY, TEXAS;

SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 495.00 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 2.000 ACRE TRACT;

NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE SOUTHEAST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 191.93 FEET TO A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID 2.000 ACRE TRACT. SAID POINT BEING ON THE AFORESAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG SAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 49.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A 1.01 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN COUNTY CLERK'S FILE NO. 201900029745, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE EASTERLY LINE OF SAID 41.267 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 1.01 ACRE TRACT AND A 1.012 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN COUNTY CLERK'S FILE NO. 201000089821, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 419.22 FEET TO A 3/4" IRON ROD FOUND FOR THE WEST CORNER OF SAID 1.012 ACRE TRACT;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 1.012 ACRE TRACT, A DISTANCE OF 211.17 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 1.012 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN ANN CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS;

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID NORTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 379.57 FEET TO A 1/2" IRON ROD FOUND FOR THE WEST CORNER OF SAID 6.679 ACRE TRACT;

SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 349.67 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTH CORNER OF SAID 6.679 ACRE TRACT. SAID POINT BEING ON THE

NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG SAID NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, PASSING AT A DISTANCE OF 89.58 FEET A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF A TRACT OF LAND OCCUPIED BY SAID DENNIS WOLFORD AND JANIS WOLFORD, (NO DEED RECORD FOUND), AND CONTINUING IN ALL, A TOTAL DISTANCE OF 558.43 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHEAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON WEST CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID OCCUPIED TRACT, A DISTANCE OF 88.71 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT, AND THE COMMON NORTHWEST CORNER OF AFORESAID LOT 3 OF THE NABORS SUBDIVISION SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE NORTH LINE OF SAID LOT 3, THE COMMON SOUTH LINE OF SAID OCCUPIED TRACT AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

NORTH 54 DEGREES 28 MINUTES 50 SECONDS EAST, A DISTANCE OF 39.89 FEET TO A POINT FOR CORNER;

NORTH 79 DEGREES 12 MINUTES 50 SECONDS EAST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 09 MINUTES 10 SECONDS EAST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

NORTH 71 DEGREES 49 MINUTES 50 SECONDS EAST, A DISTANCE OF 50.84 FEET TO A POINT FOR THE NORTHEAST CORNER OF SAID LOT 3 AND THE COMMON SOUTHEAST CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF AFORESAID E. SIMONDS ROAD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 09 DEGREES 25 MINUTES 51 SECONDS, A RADIUS OF 1366.30 FEET, AND A LONG CHORD THAT BEARS SOUTH 18 DEGREES 27 MINUTES 35 SECONDS EAST, A DISTANCE OF 224.64 FEET;

THENCE, THE EAST LINE OF SAID LOT 3 AND SAID WEST RIGHT-OF-WAY LINE, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 224.89 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 23 DEGREES 10 MINUTES 31 SECONDS EAST, A DISTANCE OF 97.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 25 DEGREES 09 MINUTES 44 SECONDS EAST, A DISTANCE OF 62.60 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID LOT 3 AND A COMMON NORTH CORNER OF A 2.24 ACRE TRACT OF LAND CONVEYED TO LOWELL SHERMAN AND BARBARA SHERMAN, AS RECORDED IN VOLUME 99051, PAGE 4686, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 74 DEGREES 45 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 2 AND THE COMMON NORTH LINE OF SAID 2.24 ACRE TRACT, A DISTANCE OF 41.27 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 3, A COMMON ANGLE POINT IN SAID 2.24 ACRE TRACT AND A COMMON EXTERIOR ELL CORNER OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, ALONG THE EASTERLY LINES OF SAID 25.486 ACRE "TRACT A" TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 49 MINUTES 06 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID 2.24 ACRE TRACT, A DISTANCE OF 433.93 FEET TO A PK NAIL FOUND FOR THE WEST CORNER OF SAID 2.24 ACRE TRACT;

SOUTH 45 DEGREES 13 MINUTES 30 SECONDS EAST, ALONG THE SOUTHWEST LINE OF SAID 2.24 ACRE TRACT AND 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, A DISTANCE OF 398.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE SOUTHEAST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, AND AN ANGLE POINT IN SAID SOUTHWEST LINE OF SAID 2.83 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 68 DEGREES 43 MINUTES 32 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 4.527 ACRE TRACT PASSING AT A DISTANCE OF 1787.41 FEET A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID 25.486 ACRE "TRACT A" TRACT, THE COMMON NORTHWEST CORNER OF SAID

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4.527 ACRE TRACT, A SOUTH CORNER OF AFORESAID 41.267 ACRE "TRACT A" TRACT, AND THE COMMON NORTHEAST CORNER OF A 0.886 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, DEED RECORDS, DALLAS COUNTY, TEXAS, AND CONTINUING ALONG THE SOUTHWEST LINE OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTHEAST LINE OF SAID 0.886 ACRE TRACT, IN ALL A TOTAL DISTANCE OF 2163.03 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR A SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTHWEST CORNER OF SAID 0.886 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF A 0.46 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 41.267 ACRE "TRACT A" TRACT AND SAID 0.46 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 35.76 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR AN INTERIOR ELL CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON EAST CORNER OF SAID 0.46 ACRE TRACT;

NORTH 43 DEGREES 03 MINUTES 15 SECONDS WEST, A DISTANCE OF 100.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WESTERN MOST SOUTHWEST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON NORTH CORNER OF SAID 0.46 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST LINE OF AFORESAID LOT ONE, BLOCK ONE;

THENCE, ALONG THE SOUTHERLY LINES OF SAID LOT ONE, BLOCK ONE, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 46 DEGREES 56 MINUTES 45 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID LOT ONE AND THE COMMON NORTHWEST LINE OF SAID 0.46 ACRE TRACT, PASSING AT A DISTANCE OF 7.90 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 82.73 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTHEAST CORNER OF AFORESAID TEXAS POWER & LIGHT COMPANY TRACT, (NO RECORD DOCUMENT FOUND);

NORTH 59 DEGREES 54 MINUTES 53 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A DISTANCE OF 125.04 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTH CORNER OF SAID TEXAS POWER & LIGHT COMPANY TRACT;

SOUTH 43 DEGREES 19 MINUTES 07 SECONDS WEST, ALONG THE NORTHWEST LINE OF SAID TEXAS POWER & LIGHT COMPANY TRACT, A

DISTANCE OF 82.65 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 9,689,152 SQUARE FEET OR 222.432 ACRES OF LAND.

TRACT 2

BEING A 22.791 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A 1.098 ACRE TRACT OF LAND CONVEYED AS "TRACT B" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND ALL OF A 21.916 ACRE TRACT OF LAND CONVEYED AS "TRACT B" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 22.791 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP FOUND FOR THE WEST CORNER OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON SOUTH CORNER OF A 0.46 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN VOLUME 5632, PAGE 601, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 129.052 ACRE TRACT OF LAND CONVEYED TO CHARLOTTE LEE TAYLOR, AS RECORDED IN COUNTY CLERK'S FILE NO. 20070095728, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 46 DEGREES 56 MINUTES 45 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON SOUTHEAST LINE OF SAID 0.46 ACRE TRACT, A DISTANCE OF 53.08 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR THE NORTH CORNER OF SAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON WEST CORNER OF A 0.886 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED IN COUNTY CLERK'S FILE NO. 171439, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 68 DEGREES 43 MINUTES 32 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 1.098 ACRE "TRACT B" TRACT AND AFORESAID 21.916 ACRE "TRACT B" TRACT, AND THE COMMON SOUTHWEST LINE OF SAID 0.886 ACRE TRACT AND A 4.527 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER AND LIGHT COMPANY, AS RECORDED IN VOLUME 5642, PAGE 230, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 2356.14 FEET TO A 1/2" IRON ROD FOUND FOR A NORTHEAST CORNER OF SAID 21.916 ACRE

"TRACT B" TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 4.527 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 2.07 ACRE TRACT OF LAND CONVEYED TO TEXAS POWER & LIGHT COMPANY, AS RECORDED VOLUME 3844, PAGE 413, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 21.916 ACRE "TRACT B" TRACT AND SAID 2.07 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 43 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 21.916 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 2.07 ACRE TRACT;

SOUTH 45 DEGREES 12 MINUTES 26 SECONDS EAST, A DISTANCE OF 300.20 FEET TO A 1/2" IRON ROD FOUND FOR THE EAST CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON SOUTH CORNER OF SAID 2.07 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 41 MINUTES 56 SECONDS WEST, ALONG THE SOUTHEAST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND SAID NORTHWEST RIGHT-OF-WAY LINE, A DISTANCE OF 540.59 FEET TO A 1/2" IRON PIPE FOUND FOR THE SOUTH CORNER OF SAID 21.916 ACRE "TRACT B" TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF THE REMAINDER OF A 10.0 ACRE TRACT OF LAND CONVEYED TO O.D. OGLETREE AND WIFE, BILLIE OGLETREE, AS RECORDED IN VOLUME 240, PAGE 856, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 38 MINUTES 27 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTHEAST LINE OF SAID REMAINDER 10.0 ACRE TRACT AND A 3.33 ACRE TRACT OF LAND CONVEYED TO J.R. YARBROUGH, AS RECORDED IN VOLUME 92202, PAGE 1127, DEED RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 1067.71 FEET TO A 1/2" IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTH CORNER OF SAID 3.33 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 04 MINUTES 12 SECONDS WEST, ALONG A SOUTHEAST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON NORTHWEST LINE OF SAID 3.33 ACRE TRACT, A DISTANCE OF 399.93 FEET TO A 1/2" IRON PIPE FOUND FOR AN EXTERIOR ELL CORNER OF SAID 21.916 ACRE "TRACT B" TRACT AND THE COMMON WEST CORNER OF SAID 3.33 ACRE TRACT. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 129.052 ACRE TRACT;

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THENCE, NORTH 44 DEGREES 57 MINUTES 39 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID 21.916 ACRE "TRACT B" TRACT AND AFORESAID 1.098 ACRE "TRACT B" TRACT AND THE COMMON NORTHEAST LINE OF SAID 129.052 ACRE TRACT, A DISTANCE OF 1393.95 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 992,774 SQUARE FEET OR 22.791 ACRES OF LAND.

TRACT 3

BEING A 1.052 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING ALL OF A TRACT OF LAND OCCUPIED BY DENNIS WOLFORD AND JANIS WOLFORD, (NO RECORD DOCUMENT FOUND). SAID 1.052 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID OCCUPIED TRACT AND A COMMON SOUTH CORNER OF A 41.267 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100149454, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHEAST LINE OF A 25.486 ACRE TRACT OF LAND CONVEYED AS "TRACT A" TO DENNIS WOLFORD AND JANIS WOLFORD, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100150319, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON SOUTHEAST LINE OF SAID 41.267 ACRE "TRACT A" TRACT, A DISTANCE OF 468.85 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE NORTH CORNER OF SAID OCCUPIED TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY), FROM WHICH A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EAST CORNER OF SAID 41.267 ACRE "TRACT A" TRACT AND THE COMMON SOUTH CORNER OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN, AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS, BEARS NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, A DISTANCE OF 89.58 FEET;

THENCE, ALONG THE EASTERLY LINES OF SAID OCCUPIED TRACT AND THE COMMON WESTERLY RIGHT-OF-WAY LINES OF SAID E. SIMONDS ROAD, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 03 MINUTES 28 SECONDS WEST, A DISTANCE OF 116.64 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 09 DEGREES 55 MINUTES 06 SECONDS WEST, A DISTANCE OF 87.96 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 12 DEGREES 50 MINUTES 38 SECONDS EAST, A DISTANCE OF 160.03 FEET TO A POINT FOR THE SOUTHEAST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHEAST CORNER OF LOT 3 OF NABORS SUBDIVISION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 199300515011, PLAT RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING IN THE APPROXIMATE CENTER OF A CREEK;

THENCE, ALONG THE COMMON LINES OF SAID OCCUPIED TRACT, SAID LOT 3, AND WITH SAID CREEK, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 71 DEGREES 49 MINUTES 50 SECONDS WEST, A DISTANCE OF 50.84 FEET TO A POINT FOR CORNER;

NORTH 89 DEGREES 09 MINUTES 10 SECONDS WEST, A DISTANCE OF 61.26 FEET TO A POINT FOR CORNER;

SOUTH 79 DEGREES 12 MINUTES 50 SECONDS WEST, A DISTANCE OF 85.02 FEET TO A POINT FOR CORNER;

SOUTH 54 DEGREES 28 MINUTES 50 SECONDS WEST, A DISTANCE OF 39.89 FEET TO A POINT FOR THE SOUTHWEST CORNER OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST CORNER OF SAID LOT 3. SAID POINT BEING ON THE NORTHEAST LINE OF AFORESAID 25.486 ACRE "TRACT A" TRACT;

THENCE, NORTH 45 DEGREES 30 MINUTES 30 SECONDS WEST, ALONG THE SOUTHWEST LINE OF SAID OCCUPIED TRACT AND THE COMMON NORTHWEST LINE OF SAID 25.486 ACRE "TRACT A" TRACT, A DISTANCE OF 88.71 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 45,834 SQUARE FEET OR 1.052 ACRES OF LAND.

EXHIBIT K-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

PID DESCRIPTION – AREA NO.1

BEING A 68.784 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING PART OF A 222.432 ACRE TRACT OF LAND, CONVEYED AS TRACT 1 TO MERITAGE HOMES OF TEXAS, LLC, AS RECORDED IN COUNTY CLERK'S FILE NO. 202100290709, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID 68.784 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR A NORTHEAST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTH CORNER OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 1.000 ACRE TRACT, PASSING AT A DISTANCE OF 198.89 FEET A 1/2" IRON ROD FOUND, AND CONTINUING IN ALL, A TOTAL DISTANCE OF 213.58 FEET TO A POINT FOR THE WEST CORNER OF SAID 1.000 ACRE TRACT AND A COMMON INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 1.000 ACRE TRACT A DISTANCE OF 94.66 FEET TO A POINT FOR CORNER;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT THE FOLLOWING COURSES AND DISTANCES:

SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 61.00 FEET TO A POINT FOR CORNER;

SOUTH 89 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

SOUTH 44 DEGREES 12 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.24 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07

DEGREES 55 MINUTES 14 SECONDS, A RADIUS OF 170.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 40 DEGREES 14 MINUTES 53 SECONDS WEST, A DISTANCE OF 23.48 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 23.50 FEET TO A POINT FOR CORNER;

SOUTH 36 DEGREES 17 MINUTES 16 SECONDS WEST, A DISTANCE OF 112.25 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 33 DEGREES 41 MINUTES 22 SECONDS, A RADIUS OF 480.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 53 DEGREES 07 MINUTES 57 SECONDS WEST, A DISTANCE OF 278.19 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 282.24 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 189.66 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 38 DEGREES 27 MINUTES 37 SECONDS, A RADIUS OF 420.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 50 DEGREES 44 MINUTES 50 SECONDS WEST, A DISTANCE OF 276.67 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 281.93 FEET TO A POINT FOR CORNER;

SOUTH 31 DEGREES 31 MINUTES 01 SECOND WEST, A DISTANCE OF 100.00 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 11 DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 420.00 FEET AND A LONG CHORD THAT BEARS SOUTH 25 DEGREES 36 MINUTES 49 SECONDS WEST, A DISTANCE OF 86.40 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 86.55 FEET TO A POINT FOR CORNER;

SOUTH 19 DEGREES 42 MINUTES 36 SECONDS WEST, A DISTANCE OF 195.68 FEET TO A POINT FOR CORNER;

NORTH 70 DEGREES 17 MINUTES 24 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A POINT FOR CORNER;

NORTH 19 DEGREES 42 MINUTES 36 SECONDS EAST, A DISTANCE OF 195.68 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11

DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 480.00 FEET AND A LONG CHORD THAT BEARS NORTH 25 DEGREES 36 MINUTES 49 SECONDS EAST, A DISTANCE OF 98.74 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 98.91 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 14.50 FEET TO A POINT FOR CORNER;

NORTH 13 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 368.18 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 67 DEGREES 01 MINUTES 39 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS NORTH 60 DEGREES 52 MINUTES 24 SECONDS WEST, A DISTANCE OF 55.21 FEET;

ALONG SAID NON-TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 58.49 FEET TO A POINT FOR CORNER;

NORTH 58 DEGREES 28 MINUTES 59 SECONDS WEST, A DISTANCE OF 134.88 FEET TO A POINT FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 189.34 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 43.71 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 350.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 110.00 FEET TO A POINT FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 28.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 01 MINUTE 22 SECONDS WEST, A DISTANCE OF 527.00 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 41 SECONDS WEST, A DISTANCE OF 49.41 FEET TO A POINT FOR CORNER;

NORTH 20 DEGREES 38 MINUTES 41 SECONDS WEST, A DISTANCE OF 4.30 FEET TO A POINT FOR CORNER;

NORTH 24 DEGREES 38 MINUTES 55 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 29 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 33 DEGREES 52 MINUTES 44 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 38 DEGREES 29 MINUTES 39 SECONDS WEST, A DISTANCE OF 57.38 FEET TO A POINT FOR CORNER;

NORTH 43 DEGREES 10 MINUTES 50 SECONDS WEST, A DISTANCE OF 59.15 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 55 MINUTES 21 SECONDS WEST, A DISTANCE OF 380.72 FEET TO A POINT FOR CORNER;

NORTH 44 DEGREES 04 MINUTES 31 SECONDS EAST, A DISTANCE OF 12.50 FEET TO A POINT FOR CORNER;

NORTH 45 DEGREES 55 MINUTES 29 SECONDS WEST, A DISTANCE OF 165.20 FEET TO A POINT FOR CORNER ON THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF STARK ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, NORTH 44 DEGREES 01 MINUTES 58 SECONDS EAST, ALONG SAID COMMON LINES, A DISTANCE OF 1129.08 FEET TO A POINT FOR THE NORTH CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF AFORESAID LASATER ROAD;

THENCE, SOUTH 45 DEGREES 55 MINUTES 43 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID LASATER ROAD, A DISTANCE OF 2348.78 FEET TO THE POINT OF BEGINNING AND CONTAINING A CALCULATED AREA OF 68.784 ACRES OF LAND.

THIS DOCUMENT WAS PREPARED UNDER 22 TAC 663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

EXHIBIT K-3 – IMPROVEMENT AREA #2 LEGAL DESCRIPTION

**PROPERTY DESCRIPTION
58.081 ACRES**

BEING A 58.081 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING A REPLAT OF A PORTION OF LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND BEING PART 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 58.081 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF STONEHAVEN, PHASE 2, AN ADDITION TO THE CITY OF SEAGOVILLE AS RECORDED IN COUNTY CLERK'S FILE NO. _____, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF STARK ROAD, (A VARIABLE WIDTH RIGHT-OF-WAY) AND BEING ON THE SOUTHEAST LINE OF A 1.33585 ACRE RIGHT-OF-WAY DEDICATION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201100151442, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE SOUTHWEST LINE OF SAID STONEHAVEN, PHASE 2, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 55 MINUTES 29 SECONDS EAST, A DISTANCE OF 165.20 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 04 MINUTES 31 SECONDS WEST, A DISTANCE OF 12.50 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 45 DEGREES 55 MINUTES 29 SECONDS EAST, A DISTANCE OF 380.72 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 43 DEGREES 10 MINUTES 00 SECONDS EAST, A DISTANCE OF 59.15 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 38 DEGREES 29 MINUTES 39 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 33 DEGREES 52 MINUTES 44 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 29 DEGREES 15 MINUTES 50 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 24 DEGREES 38 MINUTES 55 SECONDS EAST, A DISTANCE OF 57.38 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 20 DEGREES 38 MINUTES 41 SECONDS EAST, PASSING AT A DISTANCE OF 4.30 FEET THE SOUTH CORNER OF SAID STONEHAVEN, PHASE 2 AND THE COMMON WEST CORNER OF STONEHAVEN, PHASE 1, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. _____, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE SOUTHWEST LINE OF SAID STONEHAVEN, PHASE 1, IN ALL A TOTAL DISTANCE OF 53.71 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE SOUTHWEST LINES OF SAID STONEHAVEN, PHASE 1, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 20 DEGREES 01 MINUTES 22 SECONDS EAST, A DISTANCE OF 527.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 28.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 20 DEGREES 01 MINUTE 22 SECONDS EAST, A DISTANCE OF 110.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 350.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 20 DEGREES 01 MINUTE 22 SECONDS EAST, A DISTANCE OF 43.71 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 31 DEGREES 31 MINUTES 01 SECOND WEST, A DISTANCE OF 189.34 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 58 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 134.88 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 67 DEGREES 01 MINUTE 39 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 60 DEGREES 52 MINUTES 24 SECONDS EAST, A DISTANCE OF 55.21 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 58.48 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 58 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 55.65 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, DEPARTING SAID SOUTHWEST LINE OF STONEHAVEN, PHASE 1 AND CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 31 DEGREES 31 MINUTES 01 SECOND WEST, A DISTANCE OF 381.21 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 112.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 57 DEGREES 47 MINUTES 30 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS NORTH 74 DEGREES 32 MINUTES 57 SECONDS WEST, A DISTANCE OF 217.93 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 227.45 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 76 DEGREES 33 MINUTES 18 SECONDS WEST, A DISTANCE OF 260.53 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32 DEGREES 12 MINUTES 30 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS SOUTH 60 DEGREES 27 MINUTES 03 SECONDS WEST, A DISTANCE OF 125.10 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 126.76 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 94.06 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 89 DEGREES 20 MINUTES 48 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, A DISTANCE OF 11.28 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 46 DEGREES 26 MINUTES 32 SECONDS, A RADIUS OF 225.50 FEET, AND A LONG CHORD THAT BEARS NORTH 68 DEGREES 52 MINUTES 28 SECONDS WEST, A DISTANCE OF 177.82 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 182.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 87 DEGREES 54 MINUTES 16 SECONDS WEST, A DISTANCE OF 82.78 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 100 DEGREES 58 MINUTES 07 SECONDS, A RADIUS OF 50.00 FEET, AND A LONG CHORD THAT BEARS SOUTH 73 DEGREES 19 MINUTES 27 SECONDS WEST, A DISTANCE OF 77.15 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 88.11 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 87 DEGREES 54 MINUTES 16 SECONDS WEST, A DISTANCE OF 158.46 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

SOUTH 44 DEGREES 43 MINUTES 24 SECONDS WEST, A DISTANCE OF 143.58 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET. SAID POINT BEING ON THE SOUTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHEAST LINE OF A 145.58 ACRE TRACT OF LAND CONVEYED TO PLATTER INVESTMENT COMPANY, AS RECORDED IN VOLUME 72196, PAGE 1744, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, NORTH 45 DEGREES 39 MINUTES 12 SECONDS WEST, ALONG SAID COMMON LINES, A DISTANCE OF 1159.93 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTH CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION. SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF AFORESAID STARK ROAD;

THENCE, ALONG THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION FOR STARK ROAD, THE FOLLOWING COURSES AND DISTANCES:

NORTH 38 DEGREES 14 MINUTES 08 SECONDS EAST, A DISTANCE OF 589.13 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 714.86 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR THE WEST CORNER OF A 0.690 ACRE TOWER LEASE AND EXCLUSIVE ACCESS AND UTILITY EASEMENT, AS RECORDED IN COUNTY CLERK'S FILE NO. 201900115635, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, ALONG THE COMMON LINES OF SAID 222.432 ACRE TRACT AND SAID 0.690 ACRE EASEMENT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 45 DEGREES 39 MINUTES 55 SECONDS EAST, A DISTANCE OF 200.00 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

NORTH 44 DEGREES 16 MINUTES 49 SECONDS EAST, A DISTANCE OF 149.79 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET;

THENCE, NORTH 45 DEGREES 25 MINUTES 30 SECONDS WEST, PASSING AT A DISTANCE OF 17.46 FEET A 1/2" IRON ROD FOUND AND AT 182.54 FEET A 1/2" CAPPED IRON ROD FOUND FOR THE NORTH CORNER OF SAID 0.690 ACRE EASEMENT AND THE COMMON EAST CORNER OF AFORESAID 1.33585 ACRE RIGHT-OF-WAY DEDICATION AND CONTINUING ALONG A SOUTHWESTERLY LINE OF SAID 222.432 ACRE TRACT IN ALL A TOTAL DISTANCE OF 240.01 FEET TO A 5/8" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD;

THENCE, NORTH 44 DEGREES 01 MINUTE 58 SECONDS EAST, ALONG THE NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST RIGHT-OF-WAY LINE OF SAID STARK ROAD, A DISTANCE OF 210.52 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 58.081 ACRES OF LAND.

PROPERTY DESCRIPTION
40.443 ACRES

BEING A 40.443 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS AND BEING A REPLAT OF A PORTION OF LOT ONE, BLOCK ONE OF WOLFORD ADDITION, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. 201200121817, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS AND BEING PART 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 40.443 ACRE TRACT, WITH BEARING BASIS BEING GRID NORTH, TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE, NAD83 DATUM (NAD83 2011, EPOCH DATE 2010), DETERMINED BY GPS OBSERVATIONS, CALCULATED FROM DALLAS CORS ARP (PID-DF8984) AND ARLINGTON RRP2 CORS ARP (PID-DF5387), BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR A NORTHWEST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON EAST CORNER OF A 2.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT AS RECORDED IN VOLUME 3294, PAGE 563, DEED RECORDS, DALLAS COUNTY, TEXAS. SAID POINT BEING ON THE SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND SAID SOUTHWEST RIGHT-OF-WAY LINE OF LASATER ROAD, A DISTANCE OF 49.76 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A NORTHEAST CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST CORNER OF A 1.01 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER AS RECORDED IN COUNTY CLERK'S FILE NO. 201900029745, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT, THE COMMON NORTHWEST LINE OF SAID 1.01 ACRE TRACT AND THE COMMON NORTHWEST LINE OF A 1.012 ACRE TRACT OF LAND CONVEYED TO LARRY DOUGLAS WALKER, AS RECORDED IN COUNTY CLERK'S FILE NO. 201000089821, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS, A DISTANCE OF 419.22 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND A COMMON WEST CORNER OF SAID 1.012 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 1.012 ACRE TRACT, A DISTANCE OF 211.17 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 1.012 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST LINE OF A 6.679 ACRE TRACT OF LAND CONVEYED TO JERRY McFADDEN AND CLAUDETTE McFADDEN AS RECORDED IN VOLUME 86229, PAGE 4069, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON NORTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 379.57 FEET TO A 1/2 INCH IRON ROD FOUND FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON WEST CORNER OF SAID 6.679 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 30 MINUTES 30 SECONDS EAST, ALONG THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 6.679 ACRE TRACT, A DISTANCE OF 349.67 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT. SAID POINT BEING ON THE NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD (A VARIABLE WIDTH RIGHT-OF-WAY);

THENCE, SOUTH 44 DEGREES 29 MINUTES 30 SECONDS WEST, ALONG AN EASTERLY LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SAID NORTHWEST RIGHT-OF-WAY LINE OF E. SIMONDS ROAD, A DISTANCE OF 20.31 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

THENCE, OVER AND ACROSS SAID 222.432 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES:

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 998.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 20 DEGREES 01 MINUTE 22 SECONDS EAST, A DISTANCE OF 5.05 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

SOUTH 69 DEGREES 58 MINUTES 38 SECONDS WEST, A DISTANCE OF 466.65 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 18 DEGREES 11 MINUTES 14 SECONDS WEST, A DISTANCE OF 13.94 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 35 DEGREES 04 MINUTES 41 SECONDS WEST, A DISTANCE OF 197.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 03 DEGREES 47 MINUTES 07 SECONDS WEST, A DISTANCE OF 106.01 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 47 DEGREES 52 MINUTES 12 SECONDS WEST, A DISTANCE OF 177.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 06 DEGREES 59 MINUTES 03 SECONDS, A RADIUS OF 1030.00 FEET, AND A LONG CHORD THAT BEARS NORTH 38 DEGREES 12 MINUTES 42 SECONDS EAST, A DISTANCE OF 125.48 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 125.56 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 55 DEGREES 16 MINUTES 50 SECONDS WEST, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 15 DEGREES 00 MINUTES 34 SECONDS, A RADIUS OF 970.00 FEET, AND A LONG CHORD THAT BEARS NORTH 27 DEGREES 12 MINUTES 53 SECONDS EAST, A DISTANCE OF 253.38 FEET;

ALONG SAID NON-TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 254.10 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 19 DEGREES 42 MINUTES 36 SECONDS EAST, A DISTANCE OF 160.70 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A SOUTHERLY CORNER OF STONEHAVEN, PHASE 1, AN ADDITION TO THE CITY OF SEAGOVILLE, AS RECORDED IN COUNTY CLERK'S FILE NO. _____, OFFICIAL PUBLIC RECORDS, DALLAS COUNTY, TEXAS;

THENCE, CONTINUING OVER AND ACROSS SAID 222.432 ACRE TRACT AND ALONG THE EASTERLY LINES OF SAID STONEHAVEN, PHASE 1, THE FOLLOWING COURSES AND DISTANCES;

SOUTH 70 DEGREES 17 MINUTES 24 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 19 DEGREES 42 MINUTES 36 SECONDS EAST, A DISTANCE OF 195.68 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11 DEGREES 48 MINUTES 25 SECONDS, A RADIUS OF 420.00 FEET, AND A LONG CHORD THAT BEARS NORTH 25 DEGREES 36 MINUTES 49 SECONDS EAST, A DISTANCE OF 86.40 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 86.55 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 31 DEGREES 31 MINUTES 01 SECOND EAST, A DISTANCE OF 100.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 38 DEGREES 27 MINUTES 37 SECONDS, A RADIUS OF 420.00 FEET, AND A LONG CHORD THAT BEARS NORTH 50 DEGREES 44 MINUTES 50 SECONDS EAST, A DISTANCE OF 276.67 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 281.93 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 69 DEGREES 58 MINUTES 38 SECONDS EAST, A DISTANCE OF 189.66 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 33 DEGREES 41 MINUTES 22 SECONDS, A RADIUS OF 480.00 FEET, AND A LONG CHORD THAT BEARS NORTH 53 DEGREES 07 MINUTES 57 SECONDS EAST, A DISTANCE OF 278.19 FEET;

ALONG SAID TANGENT CURVE TO THE LEFT, AN ARC DISTANCE OF 282.24 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 36 DEGREES 17 MINUTES 16 SECONDS EAST, A DISTANCE OF 112.25 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER AND THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 07 DEGREES 55 MINUTES 14 SECONDS, A RADIUS OF 170.00 FEET, AND A LONG CHORD THAT BEARS NORTH 40 DEGREES 14 MINUTES 53 SECONDS EAST, A DISTANCE OF 23.48 FEET;

ALONG SAID TANGENT CURVE TO THE RIGHT, AN ARC DISTANCE OF 23.50 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 14.24 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 89 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 44 DEGREES 12 MINUTES 30 SECONDS EAST, A DISTANCE OF 51.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR CORNER;

NORTH 00 DEGREES 47 MINUTES 30 SECONDS WEST, A DISTANCE OF 14.14 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR A NORTHEAST CORNER OF SAID STONEHAVEN, PHASE 1. SAID POINT BEING ON THE NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF A 1.000 ACRE TRACT OF LAND CONVEYED TO L.V. ELLIOT AND STELLA ELLIOT, AS RECORDED IN VOLUME, 3270, PAGE 562, DEED RECORDS, DALLAS COUNTY, TEXAS;

THENCE, SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG SAID COMMON LINES, A DISTANCE OF 141.09 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST CORNER OF SAID 1.000 ACRE TRACT;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 1.000 ACRE TRACT, A DISTANCE OF 18.00 FEET TO A 5/8 INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED "LJA SURVEYING" SET FOR AN EXTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON WEST CORNER OF AFORESAID 2.000 ACRE TRACT;

THENCE, SOUTH 45 DEGREES 47 MINUTES 30 SECONDS EAST, ALONG A NORTHEAST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHWEST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 495.00 FEET TO A 1/2 INCH IRON PIPE FOUND FOR AN INTERIOR ELL CORNER OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST CORNER OF SAID 2.000 ACRE TRACT;

THENCE, NORTH 44 DEGREES 29 MINUTES 30 SECONDS EAST, ALONG A NORTHWEST LINE OF SAID 222.432 ACRE TRACT AND THE COMMON SOUTHEAST LINE OF SAID 2.000 ACRE TRACT, A DISTANCE OF 191.93 FEET TO THE **POINT OF BEGINNING** AND CONTAINING A CALCULATED AREA OF 40.443 ACRES OF LAND.

EXHIBIT K-4 – REMAINDER AREA LEGAL DESCRIPTION

The Remainder Area is comprised of the legal description of the District, save and except Improvement Area #1 and Improvement Area #2.

APPENDIX A – ENGINEER’S REPORT

APPENDIX B – BUYER DISCLOSURES

Forms of the buyer disclosures for the following Lot Types are found in this appendix:

Improvement Area #1

- Improvement Area #1 Initial Parcel
- Lot Type 1

Improvement Area #2

- Improvement Area #2 Initial Parcel
- Lot Type 2

[Remainder of page left intentionally blank.]

**STONEHAVEN PUBLIC IMPROVEMENT DISTRICT - BUYER DISCLOSURE -
IMPROVEMENT AREA #1 INITIAL PARCEL**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SEAGOVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #1 INITIAL PARCEL PRINCIPAL ASSESSMENT:
\$6,818,229.00**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Seagoville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the *Stonehaven Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Seagoville. The exact amount of each annual installment will be approved each year by the Seagoville City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from City of Seagoville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 INITIAL PARCEL

Improvement Area #1 Reimbursement Obligation								
Annual Installment Due 1/31	Principal		Interest ^[a]	Annual Collection Costs	Annual Installment ^[b]			
2025	\$	103,384	\$	404,321	\$	40,404	\$	548,109
2026	\$	108,699	\$	398,190	\$	41,212	\$	548,101
2027	\$	114,313	\$	391,744	\$	42,036	\$	548,094
2028	\$	120,242	\$	384,966	\$	42,877	\$	548,085
2029	\$	126,507	\$	377,835	\$	43,735	\$	548,077
2030	\$	133,125	\$	370,333	\$	44,609	\$	548,068
2031	\$	140,119	\$	362,439	\$	45,501	\$	548,060
2032	\$	147,509	\$	354,130	\$	46,411	\$	548,051
2033	\$	155,319	\$	345,383	\$	47,340	\$	548,042
2034	\$	163,573	\$	336,172	\$	48,287	\$	548,032
2035	\$	172,298	\$	326,473	\$	49,252	\$	548,023
2036	\$	181,521	\$	316,255	\$	50,237	\$	548,014
2037	\$	191,270	\$	305,491	\$	51,242	\$	548,003
2038	\$	201,578	\$	294,149	\$	52,267	\$	547,994
2039	\$	212,476	\$	282,195	\$	53,312	\$	547,983
2040	\$	223,999	\$	269,595	\$	54,378	\$	547,973
2041	\$	236,183	\$	256,312	\$	55,466	\$	547,961
2042	\$	249,069	\$	242,307	\$	56,575	\$	547,951
2043	\$	262,696	\$	227,537	\$	57,707	\$	547,940
2044	\$	277,109	\$	211,959	\$	58,861	\$	547,929
2045	\$	292,352	\$	195,526	\$	60,038	\$	547,917
2046	\$	308,476	\$	178,190	\$	61,239	\$	547,905
2047	\$	325,532	\$	159,897	\$	62,464	\$	547,893
2048	\$	343,575	\$	140,593	\$	63,713	\$	547,881
2049	\$	362,662	\$	120,219	\$	64,987	\$	547,868
2050	\$	382,855	\$	98,713	\$	66,287	\$	547,855
2051	\$	404,220	\$	76,010	\$	67,613	\$	547,843
2052	\$	426,825	\$	52,040	\$	68,965	\$	547,830
2053	\$	450,743	\$	26,729	\$	70,344	\$	547,816
Total	\$	6,818,229	\$	7,505,705	\$	1,567,361	\$	15,891,296

Footnotes:

[a] Interest is calculated at 5.93%, which is not higher than 2% above the Bond Buyer Index of 3.93% dated 06/22/2023, as allowed by the PID Act. Upon the issuance of PID Bonds, interest shall adjust to the rate of the PID Bonds plus Additional Interest of 0.50%.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**STONEHAVEN PUBLIC IMPROVEMENT DISTRICT – BUYER DISCLOSURE -
IMPROVEMENT AREA #1 - LOT TYPE 1**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SEAGOVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #1 LOT TYPE 1 PRINCIPAL ASSESSMENT: \$22,428.38

As the purchaser of the real property described above, you are obligated to pay assessments to City of Seagoville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the *Stonehaven Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Seagoville. The exact amount of each annual installment will be approved each year by the Seagoville City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Seagoville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #1 LOT TYPE 1

Annual Installment Due 1/31	Improvement Area #1 Reimbursement Obligation		Annual Collection Costs	Annual Installment ^[b]
	Principal	Interest ^[a]		
2025	\$ 340.08	\$ 1,330.00	\$ 132.91	\$ 1,802.99
2026	\$ 357.56	\$ 1,309.84	\$ 135.57	\$ 1,802.97
2027	\$ 376.03	\$ 1,288.63	\$ 138.28	\$ 1,802.94
2028	\$ 395.53	\$ 1,266.33	\$ 141.04	\$ 1,802.91
2029	\$ 416.14	\$ 1,242.88	\$ 143.86	\$ 1,802.88
2030	\$ 437.91	\$ 1,218.20	\$ 146.74	\$ 1,802.85
2031	\$ 460.92	\$ 1,192.23	\$ 149.68	\$ 1,802.83
2032	\$ 485.23	\$ 1,164.90	\$ 152.67	\$ 1,802.80
2033	\$ 510.92	\$ 1,136.13	\$ 155.72	\$ 1,802.77
2034	\$ 538.07	\$ 1,105.83	\$ 158.84	\$ 1,802.74
2035	\$ 566.77	\$ 1,073.92	\$ 162.01	\$ 1,802.71
2036	\$ 597.11	\$ 1,040.31	\$ 165.25	\$ 1,802.68
2037	\$ 629.18	\$ 1,004.90	\$ 168.56	\$ 1,802.64
2038	\$ 663.09	\$ 967.59	\$ 171.93	\$ 1,802.61
2039	\$ 698.93	\$ 928.27	\$ 175.37	\$ 1,802.58
2040	\$ 736.84	\$ 886.83	\$ 178.88	\$ 1,802.54
2041	\$ 776.92	\$ 843.13	\$ 182.45	\$ 1,802.50
2042	\$ 819.31	\$ 797.06	\$ 186.10	\$ 1,802.47
2043	\$ 864.13	\$ 748.48	\$ 189.83	\$ 1,802.43
2044	\$ 911.54	\$ 697.23	\$ 193.62	\$ 1,802.40
2045	\$ 961.68	\$ 643.18	\$ 197.49	\$ 1,802.36
2046	\$ 1,014.72	\$ 586.15	\$ 201.44	\$ 1,802.32
2047	\$ 1,070.83	\$ 525.98	\$ 205.47	\$ 1,802.28
2048	\$ 1,130.18	\$ 462.48	\$ 209.58	\$ 1,802.24
2049	\$ 1,192.97	\$ 395.46	\$ 213.77	\$ 1,802.20
2050	\$ 1,259.39	\$ 324.71	\$ 218.05	\$ 1,802.16
2051	\$ 1,329.67	\$ 250.03	\$ 222.41	\$ 1,802.11
2052	\$ 1,404.03	\$ 171.18	\$ 226.86	\$ 1,802.07
2053	\$ 1,482.71	\$ 87.92	\$ 231.40	\$ 1,802.03
Total	\$ 22,428.38	\$ 24,689.82	\$ 5,155.79	\$ 52,274.00

Footnotes:

[a] Interest is calculated at 5.93%, which is not higher than 2% above the Bond Buyer Index of 3.93% dated 06/22/2023, as allowed by the PID Act. Upon the issuance of PID Bonds, interest shall adjust to the rate of the PID Bonds plus Additional Interest of 0.50%.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

**STONEHAVEN PUBLIC IMPROVEMENT DISTRICT – BUYER DISCLOSURE -
IMPROVEMENT AREA #2 INITIAL PARCEL**

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SEAGOVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

**IMPROVEMENT AREA #2 INITIAL PARCEL PRINCIPAL ASSESSMENT:
\$6,125,000.00**

As the purchaser of the real property described above, you are obligated to pay assessments to City of Seagoville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the *Stonehaven Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Seagoville. The exact amount of each annual installment will be approved each year by the Seagoville City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Seagoville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 INITIAL PARCEL

Improvement Area #2 Reimbursement Obligation					
Annual Installment Due 1/31	Principal		Interest ^[a]	Annual Collection Costs	Annual Installment ^[b]
2025	\$	70,911.83	\$	398,125.00	\$ 40,000.00 \$ 509,036.83
2026	\$	75,521.10	\$	393,515.73	\$ 40,800.00 \$ 509,836.83
2027	\$	80,429.97	\$	388,606.86	\$ 41,616.00 \$ 510,652.83
2028	\$	85,657.92	\$	383,378.91	\$ 42,448.32 \$ 511,485.15
2029	\$	91,225.69	\$	377,811.15	\$ 43,297.29 \$ 512,334.12
2030	\$	100,948.57	\$	356,434.09	\$ 44,163.23 \$ 501,545.89
2031	\$	107,237.66	\$	350,145.00	\$ 45,046.50 \$ 502,429.16
2032	\$	113,918.57	\$	343,464.09	\$ 45,947.43 \$ 503,330.09
2033	\$	121,015.70	\$	336,366.96	\$ 46,866.38 \$ 504,249.03
2034	\$	128,554.97	\$	328,827.68	\$ 47,803.70 \$ 505,186.36
2035	\$	136,563.95	\$	320,818.71	\$ 48,759.78 \$ 506,142.44
2036	\$	145,071.88	\$	312,310.78	\$ 49,734.97 \$ 507,117.63
2037	\$	154,109.86	\$	303,272.80	\$ 50,729.67 \$ 508,112.33
2038	\$	163,710.90	\$	293,671.75	\$ 51,744.27 \$ 509,126.92
2039	\$	173,910.09	\$	283,472.56	\$ 52,779.15 \$ 510,161.81
2040	\$	184,744.69	\$	272,637.97	\$ 53,834.73 \$ 511,217.39
2041	\$	196,254.29	\$	261,128.37	\$ 54,911.43 \$ 512,294.09
2042	\$	208,480.93	\$	248,901.73	\$ 56,009.66 \$ 513,392.32
2043	\$	221,469.29	\$	235,913.37	\$ 57,129.85 \$ 514,512.51
2044	\$	235,266.83	\$	222,115.83	\$ 58,272.45 \$ 515,655.11
2045	\$	249,923.95	\$	207,458.71	\$ 59,437.90 \$ 516,820.55
2046	\$	265,494.21	\$	191,888.44	\$ 60,626.65 \$ 518,009.31
2047	\$	282,034.50	\$	175,348.15	\$ 61,839.19 \$ 519,221.85
2048	\$	299,605.25	\$	157,777.41	\$ 63,075.97 \$ 520,458.63
2049	\$	318,270.66	\$	139,112.00	\$ 64,337.49 \$ 521,720.15
2050	\$	338,098.92	\$	119,283.74	\$ 65,624.24 \$ 523,006.90
2051	\$	359,162.49	\$	98,220.17	\$ 66,936.72 \$ 524,319.38
2052	\$	381,538.31	\$	75,844.35	\$ 68,275.46 \$ 525,658.12
2053	\$	405,308.15	\$	52,074.51	\$ 69,640.97 \$ 527,023.63
2054	\$	430,558.84	\$	26,823.82	\$ 71,033.79 \$ 528,416.45
Total	\$	6,125,000.00	\$	7,654,750.63	\$ 1,622,723.17 \$ 15,402,473.80

Footnotes:

[a] Interest is calculated at 6.50% for years 1-5 and 6.23% for years 6-30, which is not higher than 2% above the Bond Buyer Index of 4.23% dated 8/1/2024, as allowed by the PID Act. Upon the issuance of PID Bonds, interest shall adjust to the rate of the PID Bonds plus Additional Interest of 0.50%.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

STONEHAVEN PUBLIC IMPROVEMENT DISTRICT – BUYER DISCLOSURE
IMPROVEMENT AREA #2 - LOT TYPE 2

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
 - 2) by a trustee in bankruptcy;
 - 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
 - 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
 - 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
 - 6) from one co-owner to another co-owner of an undivided interest in the real property;
 - 7) to a spouse or a person in the lineal line of consanguinity of the seller;
 - 8) to or from a governmental entity; or
 - 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF SEAGOVILLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

IMPROVEMENT AREA #2 LOT TYPE 2 PRINCIPAL ASSESSMENT: \$21,953.41

As the purchaser of the real property described above, you are obligated to pay assessments to City of Seagoville, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within the *Stonehaven Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Seagoville. The exact amount of each annual installment will be approved each year by the Seagoville City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City of Seagoville.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

§

COUNTY OF _____

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

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COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Dallas County.

ANNUAL INSTALLMENTS - IMPROVEMENT AREA #2 LOT TYPE 2

Improvement Area #2 Reimbursement Obligation						
Annual Installment Due 1/31	Principal		Interest ^[a]		Annual Collection Costs	Annual Installment ^[b]
2025	\$	254.16	\$	1,426.97	\$ 143.37	\$ 1,824.50
2026	\$	270.68	\$	1,410.45	\$ 146.24	\$ 1,827.37
2027	\$	288.28	\$	1,392.86	\$ 149.16	\$ 1,830.30
2028	\$	307.02	\$	1,374.12	\$ 152.14	\$ 1,833.28
2029	\$	326.97	\$	1,354.16	\$ 155.19	\$ 1,836.32
2030	\$	361.82	\$	1,277.54	\$ 158.29	\$ 1,797.66
2031	\$	384.36	\$	1,255.00	\$ 161.46	\$ 1,800.82
2032	\$	408.31	\$	1,231.05	\$ 164.69	\$ 1,804.05
2033	\$	433.75	\$	1,205.62	\$ 167.98	\$ 1,807.34
2034	\$	460.77	\$	1,178.59	\$ 171.34	\$ 1,810.70
2035	\$	489.48	\$	1,149.89	\$ 174.77	\$ 1,814.13
2036	\$	519.97	\$	1,119.39	\$ 178.26	\$ 1,817.63
2037	\$	552.37	\$	1,087.00	\$ 181.83	\$ 1,821.19
2038	\$	586.78	\$	1,052.59	\$ 185.46	\$ 1,824.83
2039	\$	623.33	\$	1,016.03	\$ 189.17	\$ 1,828.54
2040	\$	662.17	\$	977.20	\$ 192.96	\$ 1,832.32
2041	\$	703.42	\$	935.94	\$ 196.82	\$ 1,836.18
2042	\$	747.24	\$	892.12	\$ 200.75	\$ 1,840.12
2043	\$	793.80	\$	845.57	\$ 204.77	\$ 1,844.13
2044	\$	843.25	\$	796.11	\$ 208.86	\$ 1,848.23
2045	\$	895.78	\$	743.58	\$ 213.04	\$ 1,852.40
2046	\$	951.59	\$	687.77	\$ 217.30	\$ 1,856.66
2047	\$	1,010.88	\$	628.49	\$ 221.65	\$ 1,861.01
2048	\$	1,073.85	\$	565.51	\$ 226.08	\$ 1,865.44
2049	\$	1,140.76	\$	498.61	\$ 230.60	\$ 1,869.96
2050	\$	1,211.82	\$	427.54	\$ 235.21	\$ 1,874.58
2051	\$	1,287.32	\$	352.04	\$ 239.92	\$ 1,879.28
2052	\$	1,367.52	\$	271.84	\$ 244.71	\$ 1,884.08
2053	\$	1,452.72	\$	186.65	\$ 249.61	\$ 1,888.97
2054	\$	1,543.22	\$	96.14	\$ 254.60	\$ 1,893.97
Total	\$	21,953.41	\$	27,436.38	\$ 5,816.21	\$ 55,206.00

Footnotes:

[a] Interest is calculated at 6.50% for years 1-5 and 6.23% for years 6-30, which is not higher than 2% above the Bond Buyer Index of 4.23% dated 8/1/2024, as allowed by the PID Act. Upon the issuance of PID Bonds, interest shall adjust to the rate of the PID Bonds plus Additional Interest of 0.50%.

[b] The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.



TO: Mayor and City Council
FROM: Cindy D Brown, Assistant City Manager
DATE: August 8, 2024
ITEM: 29
DESCRIPTION: Discuss and consider an Ordinance of the City Council of the City of Seagoville, Texas, supporting a statutory amendment to Texas Local Government Code Chapter 394 regarding housing finance corporations in municipalities and counties

INTRODUCTION

This agenda item is to discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, supporting a statutory amendment to Texas Local Government Code Chapter 394 regarding housing finance corporations in municipalities and counties.

BACKGROUND

The Texas Housing Finance Corporations Act, codified as Texas Local Government Code Chapter 394 (the "Act"), provides regulations for housing finance corporations which can be created by any local government, defined as any municipality or county, for the purpose of providing a means to finance the cost of residential ownership and development that will provide decent, safe, and sanitary housing at affordable prices for residents of local governments. Under the Act, all property owned by a housing finance corporation is exempt from all taxes imposed by this state or any political subdivision of the State of Texas.

The City has become aware that the Cameron County Housing Finance Corporation, which is located in south Texas, owns properties throughout the State of Texas, outside of Cameron County, which are all tax exempt. The Cameron County Housing Finance Corporation has adopted an interpretation of Section 394.005 of the Act that the consent of the governing body of a municipality is only required if the housing finance corporation requests such consent. The City believes that the public interest in the State of Texas to provide affordable housing is undermined by allowing housing finance corporations to create tax exempt housing outside of the jurisdiction of such housing finance corporation without offsetting the burdens placed on municipalities to provide police and fire protection, parks and other public facilities, code enforcement, and other governmental services that are unfunded due to the tax- exempt status. For this reason, it is recommended the City seek and support a statutory amendment that would clarify the lack of authority of housing finance corporations to remove properties from a municipality's tax rolls without the consent of the municipality.

ESTIMATED FINANCIAL IMPACT

ATTACHMENTS

1. Resolution with Proposed Amendments

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, SUPPORTING
A STATUTORY AMENDMENT TO TEXAS LOCAL GOVERNMENT
CODE CHAPTER 394 REGARDING HOUSING FINANCE
CORPORATIONS IN MUNICIPALITIES AND COUNTIES; AND
PROVIDING AN EFFECTIVE DATE**

WHEREAS, the City of Seagoville, Texas ("City") is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the Texas Housing Finance Corporations Act, codified as Texas Local Government Code Chapter 394 (the "Act"), provides regulations for housing finance corporations which can be created by any local government, defined as any municipality or county, for the purposes defined therein; and,

WHEREAS, the purpose of the Act is to provide a means to finance the cost of residential ownership and development that will provide decent, safe, and sanitary housing at affordable prices for residents of local governments; and,

WHEREAS, under the Act, all property owned by a housing finance corporation is exempt from all taxes imposed by this state or any political subdivision of the State of Texas; and,

WHEREAS, the City acknowledges the general purpose of housing finance corporations promotes the public health, safety, morals, and welfare of the citizens within the jurisdiction of a housing finance corporation; and,

WHEREAS, Section 394.005 of the Act provides that the authority granted by the Act to create tax exempt housing does not apply within a municipality with more than 20,000 inhabitants as determined by the housing finance corporation's rules, resolutions relating to the issuance of bonds, or financing documents relating to the issuance of bonds, unless the governing body of the municipality approves the application of the Act to that property; and,

WHEREAS, Seagoville has become aware that the Cameron County Housing Finance Corporation, which is located in south Texas, owns properties throughout the State of Texas, outside of Cameron County, which are all tax exempt; and,

WHEREAS, the Cameron County Housing Finance Corporation has adopted an interpretation of Section 394.005 of the Act that the consent of the governing body of a municipality is only required if the housing finance corporation requests such consent; and,

WHEREAS, the City believes that the public interest in the State of Texas to provide affordable housing is undermined by allowing housing finance corporations to create tax exempt housing outside of the jurisdiction of such housing finance corporation without offsetting the burdens placed on municipalities to provide police and fire protection, parks and other public

facilities, code enforcement, and other governmental services that are unfunded due to the tax-exempt status; and,

WHEREAS, the City finds it would be in the best interest of their citizens to seek and support a statutory amendment that would clarify the lack of authority of housing finance corporations to remove properties from a municipality's tax rolls without the consent of the municipality.

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

SECTION 1. The foregoing recitals are hereby found to be true and correct findings of the City Council of the City of Seagoville, Texas, and are fully incorporated into the body of this Resolution.

SECTION 2. The City supports an amendment to Chapter 394 of the Texas Local Government Code as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

SECTION 3. This Resolution shall become effective from and after its passage.

PASSED AND APPROVED THIS THE ___ DAY OF _____, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Autumn Keefer, Asst. City Attorney

EXHIBIT A

**PROPOSED AMENDMENTS TO THE TEXAS HOUSING FINANCE CORPORATIONS
ACT - CHAPTER 394 OF THE TEXAS LOCAL GOVERNMENT CODE**

Section 394.005, Local Government Code, is amended to read as follows:

~~This chapter does not apply to~~ This authority of a housing finance corporation does not apply to property located within a municipality that has not authorized, sponsored, or otherwise participated in the creation of the housing finance corporation with more than 20,000 as determined by the housing finance corporation's rules, resolutions relating to the issuance of bonds, or financing documents relating to the issuance of unless the governing body of the municipality approves the application of this chapter to that property.

Section 394.032, Local Government Code, is amended by adding subsection (t) to read as follows:

(f) A housing finance corporation may only carry out the purposes stated in this chapter within the jurisdictional boundaries of the local government that has authorized, sponsored, or otherwise participated in the creation of the housing finance corporation, except as otherwise provided under Section 394.005.

Section 394.039, Local Government Code, is amended by revising subsection (3) to read as follows:

A housing finance corporation may:

- (1) lend money for its corporate purposes, invest and reinvest its funds, and take and hold real or personal property as security for the payment of the loaned or invested funds;
- (2) mortgage, pledge, or grant security interest in any residential development, home mortgage, note, or other property in favor of the holders of bonds issued for those items; and
- (3) purchase, receive, lease, or otherwise acquire, own, hold, improve, use, or deal in and with real or personal property or interests in that property, ~~wherever the property is located~~, as required by the purposes of the corporation or as donated to the corporation; and
- (4) sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all or part of its property and assets.

Section 394.9025, Local Government Code, is amended by adding subsection (a) and re-designating the remaining subsections to read as follows:

(a) A multifamily residential development covered by this chapter must be located within the jurisdictional boundaries of the local government that authorized, sponsored, or otherwise

participated in the creation of the housing finance corporation, except as otherwise provided under Section 394.005.

~~(a)~~ (b) Following a public hearing, a housing finance corporation may issue bonds to finance a multifamily residential development to be owned by the housing finance corporation if at least 50 percent of the units in the multifamily residential development are reserved for occupancy by individuals and families earning less than 80 percent of the area median family income.

~~(b)~~ (c) Following a public hearing by the governing body of the local government, a housing finance corporation may issue bonds to finance a multifamily residential development to be owned by the housing finance corporation in accordance with Section 394.004 if the housing finance corporation receives approval of the governing body of the local government.

Section 394.903, Local Government Code, is amended to read as follows:

(a) A residential development covered by this chapter must be located within the jurisdictional boundaries of the local government that authorized, sponsored, or otherwise participated in the creation of the housing finance corporation, except as otherwise provided under Section 394.005.

(b) The local government may transfer any residential development site to a housing finance corporation by sale or lease. The governing body of the local government may authorize the transfer by resolution without submitting the issue to the voters and without regard to the requirements, restriction, limitations, or other provisions contained in any other general, special, or local law. The site may be located wholly or partly inside or outside the jurisdictional boundaries of the local government, except as otherwise provided under Section 394.005.