



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA  
MONDAY, AUGUST 1, 2022**

**City Council Chambers, City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159**

**WORK SESSION – 6:30 P.M.**

**Call to Order**

- A. Discuss regular session agenda items**
- B. Receive a Fire Department Presentation**
- C. Receive a Community Development Presentation**

**Adjourn**

**REGULAR SESSION - 7:00 P.M.**

**ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Mayor's Report**

**Citizens Public Comment Period-** *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. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*

**CONSENT AGENDA-** The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

- 1. Consider approving City Council Meeting Minutes for July 18, 2022, and July 25, 2022 (City Secretary)**

**REGULAR AGENDA-**

- 2. First Reading – Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Campbell Creations, L.L.C., a Texas Limited Liability Company, as reflected in terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)**
- 3. Conduct an interview with a board & commission applicant for appointment (City Secretary)**
- 4. Direct Staff concerning the first Council Meeting in September 2022 (City Secretary)**
- 5. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving the terms and conditions of an Interlocal Agreement between the City of Seagoville and Dallas County on behalf of Dallas County Health and Human Services for Food Establishment Inspections and Environmental Health Services for Fiscal Year 2022-2023 and authorizing the City Manager to execute said agreement; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing for an effective date (Director of Health)**
- 6. Conduct a public hearing on a request amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from “LM” Light Manufacturing to “LM-SUP” Light Manufacturing with a Special Use Permit to allow for outside storage, subject to special conditions on approximately 4.182 ± acres, being described as Lot 5, Block A of the Mechtech Subdivision, within the Herman Heider Survey, Abstract No. 541, commonly known as 316 W. Simonds Road, Seagoville, Dallas County, Texas (Planner)**
- 7. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from "LM" Light Manufacturing to “LM-SUP” Light Manufacturing with a Special Use Permit to allow for outside storage, subject to special conditions on approximately 4.182± acres being described as Lot 5, Block S of the Mechtech subdivision, within the Herman Heider Survey, Abstract No. 541, commonly known as 316 W. Simonds Road, Seagoville, Dallas County Texas; providing for special conditions; providing for the repeal of all Ordinances in conflict; providing a severability clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date (Planner)**

**8. Second Reading – Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Campbell Creations, L.L.C., a Texas Limited Liability Company, as reflected in terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date (City Manager)**

**9. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**

**10. Future Agenda Items – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.**

### **Adjourn**

Posted Friday, July 29, 2022, by 5:00 P.M.

  
\_\_\_\_\_  
Kandi Jackson, City Secretary

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As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

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

### **DATES TO REMEMBER**

- **Monday, August 15, 2022, Regular City Council Meeting**
- **Monday, August 29, 2022, Budget City Council Meeting**

# *Consent Session Agenda Item: 1*

**Meeting Date: August 1, 2022**

**ITEM DESCRIPTION:**

Consider approving City Council Meeting Minutes for July 18, 2022, and July 25, 2022.

**BACKGROUND OF ISSUE:**

Approve City Council Meeting Minutes for July 18, 2022, and July 25, 2022.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

July 18, 2022, Work Session Meeting Minutes  
July 18, 2022, Regular Session Meeting Minutes  
July 25, 2022, Workshop Meeting Minutes



**MINUTES OF CITY COUNCIL  
WORK SESSION  
JULY 18, 2022**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, July 18, 2022, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

Dennis Childress	Mayor	
Harold Magill	Mayor Pro Tem	
Jose Hernandez	Councilmember	Absent
Rick Howard	Councilmember	
Mike Fruin	Councilmember	Absent
Jon Epps	Councilmember	

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Director of Health Mamata Bhandari, Public Works Director Chris Ryan, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**A. Discuss Regular Session Agenda Items**

**1. Consider approving City Council Meeting minutes for July 11, 2022 (City Secretary)**

*No questions.*

**2. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 11 “Health and Sanitation” by adding article 11.05 “Public and Semi-Public Swimming Pools and Spas,” providing for definitions, maintenance and operation, safety requirements, permits, and a Certified Pool Operator; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; providing for publication; and providing an effective date (Director of Health Services)**

*Director of Health Bhandari stated this Ordinance provides for Public and Semi-Public Swimming Pools and Spa Permit.*

**3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas amending the Master Fee Schedule to add applicable fees related to the permits, inspection, and re-inspection of Public and Semi-Public swimming pools and spas; providing for a repealing clause; providing for a severability clause; and providing an effective date (Director of Health Services)**

*Director of Health Bhandari stated this Resolution provides for the fees for the Public and Semi-Public Swimming Pools and Spas Permit.*

**4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas awarding a contract to J&L Construction, LLC for construction of an eight inch water line from Ard Road to Robinwood Drive for compensation in an amount not to exceed \$178,111.85; authorizing the city Manager to negotiate and execute any and all necessary documents; and providing an effective date (Public Works Director)**

*Public Works Director Ryan stated this Resolution awards a contract to J&L Construction, LLC for construction of an eight inch water line from Ard Road to Robinwood Drive for compensation in an amount not to exceed \$178,111.85.*

**5. Discuss and consider approving a Resolution of the City of Seagoville, Texas, ratifying emergency repairs of a partially collapsed manhole; and authorizing the City Manager to make payment to RE&E Rural Water in an amount not to exceed \$57,874.00; and execute any and all necessary documents; and providing an effective date (Public Works Director)**

*Public Works Director Ryan stated this Resolution ratifies emergency repairs of a partially collapsed manhole.*

**6. Discuss and consider directing Staff on the selection of the movie(s) to view at the annual “Movie in the Park” events to be held on: Saturday, August 20, 2022, and Saturday, September 17, 2022 (Public Works Director)**

*Public Works Director Ryan stated the Movie in the Park Events will be held on Saturday, August 20, 2022, and Saturday, September 17, 2022. He also reviewed the selection of the movies available for viewing at the events.*

**7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing acquisition of a fifty (50) foot wide, 4.963 acre wastewater easement and temporary construction easement which overlays the wastewater easement, all out of an approximately 159 acre tract of land situated in the Andrew Nail Survey, Abstract Number 1070 and the John Lanier Survey, Abstract Number 805, City of Seagoville, Dallas County, Texas and being more particularly described and depicted in Exhibit “A” attached hereto from SWMF Properties, Inc. for the purchase price of \$34,840.50; authorizing the City Manager to purchase the easement and authorizing the City Manager or the Mayor to sign all necessary acquisition documents; providing for the furnishing of certified copies of this Resolution and for recording of the easement in the real property records of Dallas County, Texas, as a deed; and providing an effective date (City Attorney)**

*City Attorney Thomas explained this Resolution authorizes the acquisition of a fifty (50) foot wide, 4.963 acre wastewater easement and temporary construction easement which overlays the wastewater easement, all out of an approximately 159 acre tract of land situated in the Andrew Nail Survey, Abstract Number 1070 and the John Lanier Survey, Abstract Number 805, City of Seagoville, Dallas County, Texas and being more particularly described and depicted in Exhibit “A” attached hereto from SWMF Properties, Inc. for the purchase price of \$34,840.50.*

*City Manager Stallings stated this should be the last one.*

**Adjourned at 6:43 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL  
REGULAR SESSION  
JULY 18, 2022**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, July 18, 2022, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

Dennis Childress	Mayor	
Harold Magill	Mayor Pro Tem	
Jose Hernandez	Councilmember	Absent
Rick Howard	Councilmember	
Mike Fruin	Councilmember	
Jon Epps	Councilmember	

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, Public Works Director Chris Ryan, City Attorney Victoria Thomas, Director of Health Mamata Bhandari, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**Invocation** – *Invocation was led by Councilmember Magill.*

**Pledge of Allegiance** – *Pledge of Allegiance was led by Mayor Childress.*

**Mayor’s Report** – *None.*

**Citizens Public Comment Period-** *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. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*

*None.*

**CONSENT AGENDA-** The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

**1. Consider approving City Council Meeting Minutes for July 11, 2022 (City Secretary)**

*Motion to approve City Council Meeting Minutes for July 11, 2022, Howard, seconded by Magill; motion passed with all ayes. 4/0*

**REGULAR AGENDA-**

**2. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 11 “Health and Sanitation” by adding article 11.05 “Public and Semi-Public Swimming Pools and Spas,” providing for definitions, maintenance and operation, safety requirements, permits, and a Certified Pool Operator; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; providing for publication; and providing an effective date (Director of Health Services)**

*Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 11 “Health and Sanitation” by adding article 11.05 “Public and Semi-Public Swimming Pools and Spas,” providing for definitions, maintenance and operation, safety requirements, permits, and a Certified Pool Operator; providing a savings clause; providing for a severability clause; providing a penalty of fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; providing for publication; and providing an effective date – Epps.*

*Councilmember Fruin asked if this will apply to the swimming pools in the Homeowner’s Association. Director of Health Bhandari stated yes, it will apply.*

*Motion seconded by Magill; motion passed with all ayes. 4/0*

**3. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas amending the Master Fee Schedule to add applicable fees related to the permits, inspection, and re-inspection of public and semi-public swimming pools and spas; providing for a repealing clause; providing for a severability clause; and providing an effective date (Director of Health Services)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas amending the Master Fee Schedule to add applicable fees related to the permits, inspection, and re-inspection of public and semi-public swimming pools and spas; providing for a repealing clause; providing for a severability clause; and providing an effective date – Fruin, seconded by Magill; motion passed with all ayes. 4/0*

**4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas awarding a contract to J&L Construction, LLC for construction of an eight inch water line from Ard Road to Robinwood Drive for compensation in an amount not to exceed \$178,111.85; authorizing the city Manager to negotiate and execute any and all necessary documents; and providing an effective date (Public Works Director)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas awarding a contract to J&L Construction, LLC for construction of an eight inch water line from Ard Road to Robinwood Drive for compensation in an amount not to exceed \$178,111.85; authorizing the city Manager to negotiate and execute any and all necessary documents; and providing an effective date, with the price of \$178,111.85 – Magill, seconded by Howard; motion passed with all ayes. 4/0*

**5. Discuss and consider approving a Resolution of the City of Seagoville, Texas, ratifying emergency repairs of a partially collapsed manhole; and authorizing the City Manager to make payment to RE&E Rural Water in an amount not to exceed \$57,874.00; and execute any and all necessary documents; and providing an effective date (Public Works Director)**

*Motion to approve a Resolution of the City of Seagoville, Texas, ratifying emergency repairs of a partially collapsed manhole; and authorizing the City Manager to make payment to RE&E Rural Water in an amount not to exceed \$57,874.00; and execute any and all necessary documents; and providing an effective date – Howard, seconded by Epps; motion passed with all ayes. 4/0*

**6. Discuss and consider directing Staff on the selection of the movie(s) to view at the annual “Movie in the Park” events to be held on: Saturday, August 20, 2022, and Saturday, September 17, 2022 (Public Works Director)**

*Motion to view Sonic 2 at the Saturday, August 20, 2022, Movie in the Park Event and Clifford at the Saturday, September 17, 2022, Movie in the Park Event – Magill, seconded by Howard; motion passed with all ayes. 4/0*

**7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing acquisition of a fifty (50) foot wide, 4.963 acre wastewater easement and temporary construction easement which overlays the wastewater easement, all out of an approximately 159 acre tract of land situated in the Andrew Nail Survey, Abstract Number 1070 and the John Lanier Survey, Abstract Number 805, City of Seagoville, Dallas County, Texas and being more particularly described and depicted in Exhibit “A” attached hereto from SWFM Properties, Inc. for the purchase price of \$34,840.50; authorizing the City Manager to purchase the easement and authorizing the City Manager or the Mayor to sign all necessary acquisition documents; providing for the furnishing of certified copies of this Resolution and for recording of the easement in the real property records of Dallas County, Texas, as a deed; and providing an effective date (City Attorney)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, authorizing acquisition of a fifty (50) foot wide, 4.963 acre wastewater easement and temporary construction easement which overlays the wastewater easement, all out of an approximately 159 acre tract of land situated in the Andrew Nail Survey, Abstract Number 1070 and the John Lanier Survey, Abstract Number 805, City of Seagoville, Dallas County, Texas and being more particularly described and depicted in Exhibit "A" attached hereto from SWFM Properties, Inc. for the purchase price of \$34,840.50; authorizing the City Manager to purchase the easement and authorizing the City Manager or the Mayor to sign all necessary acquisition documents; providing for the furnishing of certified copies of this Resolution and for recording of the easement in the real property records of Dallas County, Texas, as a deed; and providing an effective date – Magill, seconded by Fruin; motion passed with all ayes. 4/0*

**8. Receive Councilmember Reports/Items of Community Interest** - as authorized by Section 551.0415 of the Texas Government Code.

*Councilmember Epps stated he wanted to thank everyone involved with the Donation Box removal.*

*Councilmember Howard stated he appreciated everyone involved with the Donation Box removal.*

**9. Future Agenda Items** – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

*None.*

**Adjourned at 7:08 p.m.**

**APPROVED:**

\_\_\_\_\_  
Mayor Dennis K. Childress

**ATTEST:**

\_\_\_\_\_  
Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL  
WORKSHOP  
JULY 25, 2022**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, July 25, 2022, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

Dennis Childress	Mayor
Jon Epps	Mayor Pro Tem
Jose Hernandez	Councilmember
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember

The following staff members were also present: City Manager Pat Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, Public Works Director Chris Ryan, Finance Director Gail French, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**1. Receive a presentation concerning water and wastewater rate design study**

*NewGen Strategies & Solutions, LLC Chief Financial Officer, Chris Ekrut presented the water and wastewater rate design study.*

**2. Discuss General Fund and Water & Sewer Fund budgets for FY 2023**

*Finance Director French presented the General Fund and Water & Sewer Fund budgets for FY 2023 with assistance from respective department directors.*

**Adjourned at 8:06 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary

## ***Regular Session Agenda Item: 2***

**Meeting Date: August 1, 2022**

### **ITEM DESCRIPTION:**

First Reading – Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Campbell Creations, L.L.C., a Texas Limited Liability Company, as reflected in terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will promote and retain new and expanding business enterprises within the city. The SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with Campbell Creations, L.L.C., a Texas limited liability company, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”).

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS:**

Resolution – Approving Seagoville Economic Development Incentive Agreement w/ Campbell Creations, L.L.C.

SEDC Incentive Agreement w/ Campbell Creations, L.L.C.

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

**RESOLUTION NO. \_\_-R-2022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND CAMPBELL CREATIONS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, AS REFLECTED IN THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with Campbell Creations, L.L.C., a Texas limited liability company, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”); and

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

**WHEREAS**, the City Council has determined that the Project contemplated by SEDC and Campbell Creations, L.L.C. under the terms and conditions set forth in the Economic Development Incentive Agreement will promote and retain new and expanded business enterprises within the City of Seagoville; and

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

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

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

**Section 1.** The City Council hereby approves and authorizes the Project between the Seagoville Economic Development Corporation and Campbell Creations, L.L.C., a Texas limited liability company, under the terms and conditions set forth in an Economic Development Incentive Agreement in substantially the form attached hereto as Exhibit “A”.

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

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

**DULY RESOLVED AND ADOPTED First Reading and Second Reading** of the City Council of the City of Seagoville, Texas, this the 1<sup>st</sup> day of August 2022.

**APPROVED:**

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Dennis K. Childress, Mayor

**ATTEST:**

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Kandi Jackson, City Secretary

**APPROVED AS TO FORM:**

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Victoria Thomas, City Attorney  
(062322vwtTM130288)

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

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

**W I T N E S S E T H:**

**WHEREAS**, Company owns 112 acres of real property and improvements situated at 1706 U.S. Highway 175, Seagoville, Texas 75159 (the “Property”) upon which it operates Seagoville Tradedays including the La Pulga flea market, the Christmas Park and Beer Garden; and

**WHEREAS**, historically, during days of operation of one or more of the components of Seagoville Tradedays, vehicular traffic backs up onto the adjacent service road; and

**WHEREAS**, Company desires to upgrade a current driveway into the property and related parking area to asphalt to reduce or eliminate the traffic backup issue thereby allowing an expansion of its existing business as more patrons will be able to enter the property which will increase revenue and further as the upgrade will also allow Company to expand its operations of the Christmas Park because patrons will be able to enter the Christmas Park even during inclement weather that otherwise would have prohibited use of the rock driveway; and

**WHEREAS**, Company has advised the SEDC that the total cost of the desired asphalt upgrade is \$243,567.91 and that a contributing factor that would induce Company to continue and expand its operations through the asphalt upgrading of the driveway and parking area for the property would be an agreement by SEDC to provide an economic development grant to Company to cover the costs of such upgrade; and

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

**WHEREAS**, the Development Corporation Act, Chapters 501-505, Texas Local Government Code (the “Act”), authorizes SEDC to provide economic development grants for business retention and/or expansion; and

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

**WHEREAS**, SEDC has determined that making the Grant to Company in accordance with this Agreement will further the objectives of SEDC, will benefit the City and the City’s inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

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

## **Article I Definitions**

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

“Asphalt Upgrade” shall mean site preparation and application of Type D hot mix asphalt to the currently existing rock driveway and parking area on the property located at 1706 U.S. Hwy 175, Seagoville, Texas 75159, the same being 25 feet wide and 4,091 feet long for a total of approximately 102,275 square feet of asphalt to be added.

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

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

“Commencement of Construction” shall mean that (1) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the Expansion, (2) all necessary permits for the Asphalt Upgrade have been issued by all applicable governmental authorities, and (3) construction of the Asphalt Upgrade has commenced.

“Company” shall mean Campbell Creations, L.L.C., a Texas limited liability company which owns the real property and improvements situated thereon located at for-profit corporation, which is the lessee and operator of a commercial aerospace manufacturing facility located at 1706 U.S. Hwy 175, Seagoville, Texas 75159.

“Completion of Construction” shall mean that (1) Asphalt Upgrade has been substantially completed, (2) all final inspections for the Asphalt Upgrade have been performed by all applicable governmental authorities; (3) the inspections noted no failure of compliance with the City’s Code of Ordinances and related regulations or other law; and (4) Company is open and conducting business during normal business hours for Seagoville Tradedays and its related components using the Asphalt Upgrade driveway and parking areas.

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

“Employment Positions” shall mean non-temporary full-time (full-time means at least 40 hours worked per week) or part-time (part-time means at least 20 hours worked per week) employment positions of the Company which are created, maintained and filled at the Seagoville Tradedays and its related components including La Pulga flea market, Beer Garden, and Christmas Park.

“Expiration Date” shall mean the fifth (5<sup>th</sup>) anniversary of Completion of Construction.

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

“Grant” shall mean an economic development grant in the amount equal to the costs incurred and paid by Company for the Asphalt Upgrade, as defined herein, not to exceed Two Hundred, Forty-three Thousand, Five Hundred, Sixty-seven and 91/100 Dollars (\$243,567.91) to offset the cost or a portion of the costs paid and incurred by Company for the Asphalt Upgrade, to be paid in one lump sum payment within seventy-five (75) days of execution of this Agreement.

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

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

“Required Use” shall mean Company’s continuous operation and occupancy of the property located at 1706 U.S. Hwy 175, Seagoville, Texas 75159 as Seagoville Tradedays and its related components including La Pulga flea market, Beer Garden, and Christmas Park.

“SEDC” shall mean the Seagoville Economic Development Corporation.

## **Article II**

### **Term**

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

## **Article III**

### **Grant**

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

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

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

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

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

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

4.2 Commencement of Construction. Commencement of Construction, as that term is defined herein, shall occur not later than three (3) months after the Effective Date of this Agreement.

4.3 Completion of Construction. Completion of Construction, as that term is defined herein, shall occur not later than six (6) months after the Effective Date of this Agreement

4.4 Required Use. During the term of this Agreement following Completion of Construction and continuing thereafter until expiration of this Agreement or earlier termination Company shall continuously own and occupy the property located at 1706 U.S. Hwy 175, Seagoville, Texas 75159, which shall not be used during the term of this Agreement for any purpose other than the Required Use. Further, during the term of this Agreement, such occupation and use shall not cease for more than thirty (30) days except in connection with, and to the extent of, an event of Force Majeure.

4.5 Employment Positions. Beginning on the Completion of Construction and continuing through the term of this Agreement, Company shall create, fill and maintain a minimum of one (1)

Employment Position for Seagoville Tradedays located at 1706 U.S. Hwy 175, Seagoville, Texas 75159, which includes La Pulga flea market, the Beer Garden, and the Christmas Park, per twelve month period, with a total minimum of five (5) new Employment Positions created, filled and maintained for Seagoville Tradedays at the conclusion of five years from Completion of Construction.

4.6 Continuous Ownership. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the 112 acre real property located at 1706 U.S. Hwy 175, including all improvements situated thereon and also including the Asphalt Upgrade, shall be continuously owned and occupied by the Company.

4.7 SEDC Signage. Within ninety (90) days of the Effective Date and continuing for and during the term of this Agreement, Company will place a 4 foot by 8 foot Seagoville Economic Development Corporation illuminated sign adjacent to the Asphalt Upgrade driveway so that it is visible to Company patrons utilizing the Asphalt Upgrade driveway to visit La Pulga flea market, the Beer Garden, and the Christmas Park. Company shall maintain the SEDC signage in repair and working order during the term of this Agreement.

4.8 Capital Investment. Company's Capital Investment for the Asphalt Upgrade as of the Completion of Construction shall be not less than Two Hundred, Forty-three Thousand, Five Hundred, Sixty-seven and 91/100 (\$243,567.91) Dollars. SEDC shall have a right, during the term of this Agreement, to request that Company provide proof of this Capital Investment. In the event of such request, Company shall, not later than fifteen (15) calendar days after the request by SEDC, deliver to SEDC copies of all records, contracts, receipts, invoices, bills, proofs of payment, and such other information as SEDC may reasonably request to document compliance with the required Capital Investment. In the event the final total cost of the Asphalt Upgrade, as reasonably verified by SEDC, is less than \$243,567.91, the Company shall, within thirty (30) days of receipt by Company of written demand by SEDC, pay the SEDC the difference in value between \$243,567.91 and the final total cost of the construction of the Asphalt Upgrade as reasonably verified by SEDC.

## **Article V Termination; Repayment**

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

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

- (d) upon written notice by SEDC, if Company suffers an event of Bankruptcy or Insolvency; or
- (e) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment Following Termination Under Section 5.1(b). In the event the Agreement is terminated by SEDC pursuant to Section 5.1 (b):

- (a) due to a breach of the obligation set forth in section 4.2 hereof, Company shall immediately refund to the SEDC an amount equal to the value of the Grant received by Company;
- (b) due to a breach of the obligation set forth in section 4.3 hereof, Company shall immediately refund to the SEDC an amount equal to eighty percent (80%) of the value of the Grant received by Company;
- (c) due to a breach of an obligation set forth in section 4.1, 4.4, 4.5, 4.6, 4.7, and/or 4.8 hereof during the first year after Completion of Construction, Company shall immediately refund to the SEDC an amount equal to one hundred percent (100%) of the Grant received by Company;
- (d) due to a breach of an obligation set forth in section 4.1, 4.4, 4.5, 4.6, 4.7, and/or 4.8 hereof during the second year after Completion of Construction, Company shall immediately refund to the SEDC an amount equal to eighty percent (80%) of the Grant received by Company;
- (e) due to a breach of an obligation set forth in section 4.1, 4.4, 4.5, 4.6, 4.7, and/or 4.8 hereof during the third year after Completion of Construction, Company shall immediately refund to the SEDC an amount equal to sixty percent (60%) of the Grant received by Company;
- (f) due to a breach of an obligation set forth in section 4.1, 4.4, 4.5, 4.6, 4.7, and/or 4.8 hereof during the fourth year after Completion of Construction, Company shall immediately refund to the SEDC an amount equal to forty percent (40%) of the Grant received by Company; and
- (g) due to a breach of an obligation set forth in section 4.1, 4.4, 4.5, 4.6, 4.7, and/or 4.8 hereof during the fifth year after Completion of Construction, Company shall immediately refund to the SEDC an amount equal to twenty percent (20%) of the Grant received by Company.

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

5.3 Repayment Following Termination Section 5.1(c), (d), and/or (e). In the event the Agreement is terminated by SEDC pursuant to Section 5.1(c), (d), and/or (e), the Company shall immediately refund to SEDC an amount equal to the Grant paid by SEDC to the Company, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall cease to exist or cease to announce a prime or base lending rate, than at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the SEDC) as its prime or base commercial lending rate from the date on which the Grant is paid by SEDC until refunded by the Company. The repayment obligation of Company set forth in this Section 5.3 shall survive termination of this Agreement.

5.3 Offsets. SEDC may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City and/or SEDC from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due SEDC has been reduced to judgment by a court.

## **Article VI Miscellaneous**

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

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

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

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

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

If intended for SEDC, to:

Seagoville Economic Development  
Corporation  
Attn: Patrick Stallings, Exec. Director  
702 N. Highway 175  
Seagoville, Texas 75159

With a copy to:

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

If intended for Company:

Campbell Creations, L.L.C.  
Attn: Brandon Baker  
7242 County Road 277  
Seagoville, Texas 75159

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

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

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

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

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

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

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

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

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

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

*[Three Signature Pages to Follow]*

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Patrick Stallings, Executive Director

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CAMPBELL CREATIONS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY**

By: \_\_\_\_\_  
Larry Campbell, Managing Member

**ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, Larry Campbell, managing member of Campbell Creations, L.L.C., a Texas limited liability company, known or proven to me to be the person and agent whose name is subscribed to the foregoing instrument and acknowledge to me that the same was the act of said Campbell Creations, L.L.C., that he was duly authorized to perform the same by appropriate resolution or other legal authorization, and that he executed the same as the act of said Campbell Creations, L.L.C. for the purpose and consideration therein expressed and in the capacity therein stated after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_

## ***Regular Session Agenda Item: 3***

**Meeting Date: August 1, 2022**

### **ITEM DESCRIPTION:**

Conduct an interview with a board & commission applicant for appointment.

### **BACKGROUND OF ISSUE:**

At this time, Place 6 on the Planning & Zoning Commission is vacant. Staff received an application from Mrs. Cheri Childress to fill that position. Mrs. Childress has passed the criminal background check in compliance with City Ordinance No. 24-2019.

In the past, City Council has interviewed all boards and commission applicants. At this time, a brief interview may be conducted with the applicant. For your convenience, a list of appointments has been provided.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

List of appointments



## ***Regular Session Agenda Item: 4***

**Meeting Date: August 1, 2022**

### **ITEM DESCRIPTION:**

Direct Staff concerning the first Council Meeting in September 2022.

### **BACKGROUND OF ISSUE:**

The first City Council Meeting in September is scheduled for Monday, September 5, 2022, which is the Labor Day Holiday. Staff is seeking direction from Council concerning the meeting date for the first City Council Meeting in September 2022.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Calendars – August & September 2022

# August 2022

August 2022							September 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6			1	2	3		
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 31	Aug 1 6:30pm City Council Mtg.	2	3	4	5	6
7	8	9	10	11	12	13
14	15 6:30pm City Council Mtg.	16 5:00pm Library Board 7pm KSB Mtg.	17	18	19	20 7:00pm Movie in the Park - Sonic 2
21	22	23	24	25	26	27
28	29 6:30pm Council Meeting - Budget	30	31	Sep 1	2	3

# September 2022

September 2022							October 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
11	12	13	14	15	16	17	9	10	11	12	13	14	15
18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 28	29	30	31	Sep 1	2	3
4	5 Labor Day Holiday	6	7	8	9	10
11	12	13	14	15	16	17 7:00pm Movie in the Park - Clifford
18	19 6:30pm City Council Mtg.	20 5:00pm Library Board 7pm KSB Mtg.	21	22	23	24
25	26	27	28	29	30	Oct 1

## ***Regular Session Agenda Item: 5***

**Meeting Date: August 1, 2022**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving the terms and conditions of an Interlocal Agreement between the City of Seagoville and Dallas County on behalf of Dallas County Health and Human Services for Food Establishment Inspections and Environmental Health Services for Fiscal Year 2022-2023 and authorizing the City Manager to execute said agreement; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing for an effective date.

### **BACKGROUND OF ISSUE:**

This Interlocal Agreement is made by and between the City of Seagoville, Texas, a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services, pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code, Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with Title 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City's jurisdiction and other environmental health services to City. The ILA has language pertaining to food service inspections, however, the City's Health Inspector will perform routine and complaint food inspections. Section 5: Other Environmental Health Services will include vector and/or mosquito control services including; complaint investigation, larvaciding and spraying for adult mosquitoes.

### **FINANCIAL IMPACT:**

The City will provide food establishment inspections. Mosquito adult spraying will be provided by DCHHS when mosquito-borne diseases are detected. Mosquito spraying at the request of the City will be paid for by the City (historically less than \$2,000 per year). In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile Virus throughout the County, the City will have the option to participate in the County's emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the City will have to agree to pay the City's proportioned share of the cost.

### **RECOMMENDATION:**

Staff recommends the approval of this resolution.

### **EXHIBITS:**

Resolution  
Agreement

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

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEAGOVILLE AND DALLAS COUNTY ON BEHALF OF DALLAS COUNTY HEALTH AND HUMAN SERVICES FOR FOOD ESTABLISHMENT INSPECTIONS AND ENVIRONMENTAL HEALTH SERVICES FOR FISCAL YEAR 2022-2023 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Council for the City of Seagoville, Texas desires to enter into an Interlocal Agreement with Dallas County for Food Establishment Inspections and Environmental Health Services ("Agreement"); and

**WHEREAS**, pursuant to said Agreement, Dallas County will perform, on behalf of the City, food establishment inspections; and

**WHEREAS**, all inspections will be made by a Registered Professional Sanitarian employed by Dallas County Health and Human Services Department ("DCHHS"), in compliance with all state laws and regulations promulgated by the Texas Board of Health; and

**WHEREAS**, Dallas County further agrees to provide ground mosquito spraying and/or aerial mosquito spraying for the City, in exchange for the City's payment of its proportionate share of costs; and

**WHEREAS**, the City Council for the City of Seagoville, Texas has reviewed the Interlocal Agreement and has determined it to be in the best interest of the City of Seagoville to enter into said Agreement for Food Establishment Inspections and Environmental Health Services.

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

**SECTION 1.** The City Council hereby approves the terms and conditions of the Interlocal Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A", with Dallas County, on behalf of Dallas County Health and Human Services, for Food Establishment Inspections and Environmental Health Services and the City Manager is hereby authorized, on behalf of the City of Seagoville, Texas to sign said Agreement.

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

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

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

**DULY RESOLVED** by the City Council of the City of Seagoville, Texas, this the 1<sup>ST</sup> day August, 2022.

**APPROVED:**

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/s/DENNIS K CHILDRESS, MAYOR

**ATTEST:**

---

/s/KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

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/s/VICTORIA THOMAS, CITY ATTORNEY

STATE OF TEXAS	§	INTERLOCAL AGREEMENT FOR FOOD
	§	ESTABLISHMENT INSPECTION AND
	§	ENVIRONMENTAL HEALTH SERVICES BETWEEN
	§	DALLAS COUNTY, ON BEHALF OF DALLAS
COUNTY OF DALLAS	§	COUNTY HEALTH AND HUMAN SERVICES, AND
	§	CITY OF SEGOVILLE

**SECTION 1: PARTIES**

This Interlocal Agreement ("Agreement") is made by and between the City of Seagoville, Texas ("City"), a Texas municipal corporation, and Dallas County, Texas, a political subdivision of the State of Texas on behalf of the Dallas County Health and Human Services (collectively "County" or "DCHHS"), pursuant to the authorities granted by Chapter 791 of the Texas Local Government Code (known as the Interlocal Cooperation Act), Texas Health and Safety Code Chapter 437, Food and Drug Health Regulations, and 121, Local Regulation of Public Health, along with Title 25 Texas Administrative Code, Chapter 229, and any other applicable laws, as well as the City ordinance for inspection services of food establishments within City's jurisdiction and other environmental health services to City. The County or the City may hereinafter be referred to individually as "Party", or collectively, as the "Parties".

**SECTION 2: TERM**

The Term of this Agreement is for a period commencing on the Effective Date as defined herein and continuing through September 30, 2023 unless otherwise stated in this Agreement. ("Term")

**SECTION 3: INSPECTION SERVICES AND REQUIREMENTS**

- A. The County will perform a minimum of two (2) inspections (one every six months) during the Term of each food establishment for which the City has submitted an inspection request and for which a fee has been collected from the said food establishment;
- B. Additional follow-up inspections will be performed as deemed necessary by the County;
- C. Any additional request for follow-up inspections by the City of food establishments, including food establishments that are closed due to non-compliance with the State and other applicable rules and regulations will be charged additional fees;
- D. Each food establishment inspection will be made by a Registered Professional Sanitarian employed by DCHHS, in compliance with all state laws and regulations;
- E. An examination of the following will be made during each inspection: food and food protection; personnel; food equipment and utensils; water source; sewage; plumbing; toilet and hand-washing facilities; garbage and refuse disposal; insect, rodent, and animal control; floors, walls, and ceiling; light; ventilation; and other operations.

**SECTION 4: FEES AND PAYMENTS TO THE COUNTY**

- A. The City will collect and submit to the County a fee of One Hundred Fifty and 00/100 Dollars (\$150.00) per a Term for each food establishment inspected.

B. Beginning with the third inspection of a food establishment, the City will pay a Seventy Five and 00/100 Dollars (\$75.00) fee for each additional inspection of that establishment requested by the City.

C. The City will collect Seventy Five and 00/100 Dollars (\$75.00) to be paid to the County for a re-opening or inspection fee of a food establishment that has been closed due to non-compliance of Chapter 437 of the Texas Health and Safety Code, or any other state rules and regulations.

D. The fees are not subject to change without notice and agreement by the City. If additional costs are associated with the services under this Agreement, County will notify City of those additional costs and invoice the City separately for those additional costs.

E. The City shall pay County the stipulated fees within thirty (30) days of the monthly request for payment, or if County fails to make the payment request, then City shall pay the stipulated fees no later than the last date of this Agreement Term upon receipt of not less than thirty (30) days advance written notice from the County of amounts due. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

## **SECTION 5: OTHER ENVIRONMENTAL HEALTH SERVICES**

A. Upon written request from City, the County will respond to Vector and/or Mosquito Control complaints by inspecting the property and surrounding area for standing water and provide the treatment of water that contains immature mosquitoes with larvicide. If there is a mosquito borne disease in the area, the County will provide ground application services that include spraying for adult mosquitoes ("adulticiding"), and treating standing water with larvicide ("larvaciding").

B. In the event aerial spraying is needed to control St. Louis Encephalitis or West Nile virus throughout the County, the City will have the option to participate in the County's emergency aerial mosquito spraying plan. Should the City agree to participate in the plan, the City must provide written notice to County and agree to the following:

- 1) Indicate the areas and amount of acres to be sprayed; and
- 2) Pay the City's proportioned share of the cost based upon the number of acres to be sprayed multiplied by the per-acre spraying cost.

## **SECTION 6: RECORDS**

The County will keep a copy of all inspection reports and will on a monthly basis send such inspection reports to the City. If the County receives a request for inspection records, the County will respond in accordance with Texas Government Code, Chapter 552, also known as the "Texas Public Information Act".

## **SECTION 7: TERMINATION**

A. Without Cause: This Agreement may be terminated in writing, without cause, by either party upon thirty (30) days prior written notice to the other party;

B. With Cause: The County reserves the right to terminate the Agreement immediately and upon provision of written notice to City, in whole or in part, at its sole discretion, for the following reasons:

- 1) Lack of, or reduction in, funding or resources;
- 2) The City's non-performance of the specifications of this Agreement or non-compliance with the terms of this Agreement;
- 3) In County's sole discretion, if termination is necessary to protect the health and safety of County employees;
- 4) The City's improper, misuse or inept use of funds or resources; and/or
- 5) The City's submission of data, statements and/or reports that are incorrect, incomplete and/or false in any way.

### **SECTION 8: CITY ORDINANCE**

In order for this Agreement to be valid, the City must have or adopt a City/Town ordinance that provides for the inspection of food establishments by a Registered Professional Sanitarian. The City must require the payment of a fee(s) by each food establishment. Ordinance enforcement shall be the responsibility of the City.

### **SECTION 9: INDEMNIFICATION**

**A. The County, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages the County may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the County including workers compensation claims, arising out of the performance of the County employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the County, its agents, officers, and/or employees.**

**B. The City, not waiving any rights or its sovereign immunity, agrees to the extent allowed by the Texas Torts Claim Act to be responsible for any liability or damages that the City may suffer as a result of claims, demands, costs or judgments, including all reasonable attorney's fees, against the City including workers compensation claims, arising out of the performance of the City employees under this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporations(s) occurring during the performance of this Agreement and caused by the sole negligence of the City, its agents, officers, and/or employees.**

**C. County and City agree that any such liability or damages as stated above occurring during the performance of this Agreement caused by the joint or comparative negligence of their employees, students, agents, or officers shall be determined in accordance with comparative responsibility laws of the State of Texas.**

**D. This Section 9 shall survive termination, expiration, or suspension of this Agreement.**

### **SECTION 10: INSURANCE**

The City agrees that it will at all times during the term of this Agreement maintain in full force and effect insurance, or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. It is expressly

agreed that City will be solely responsible for all cost of such insurance; any and all deductible amounts in any policy; and in the event that the insurance company should deny coverage. It is the intent of this provision that the City's insurance covers all cost and expense so that County will not sustain any expense, cost, liability or financial risk as a result of any of the performance of services under this Agreement; as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the City.

**SECTION 11: NOTICE**

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

COUNTY

Clay Lewis Jenkins, County Judge  
Dallas County  
411 Elm St, 2<sup>nd</sup> Floor  
Dallas, Texas 75202

CITY

Patrick Stallings, City Manager  
City of Seagoville  
702 N. Hwy 175  
Seagoville, Texas 75159

W/copy to:

Philip Huang, Director DCHHS  
2377 N Stemmons Fwy #820  
Dallas, TX 75207

**SECTION 12: MISCELLANEOUS PROVISIONS**

**12.1 ENTIRE AGREEMENT AND AMENDMENT**

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreements concerning the subject matter of this transaction, whether oral or written. No modification, amendment, novation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the Parties. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or 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.

**12.2 COUNTERPARTS, NUMBER/GENDER AND HEADINGS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

### **12.3 SEVERABILITY**

If any provision of this Agreement is construed to be illegal, invalid, void or unenforceable, this construction will not affect the legality or validity of any of the remaining provisions. The unenforceable or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

### **12.4 FISCAL FUNDING CLAUSE**

Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. The City shall not have a right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to the City at the earliest possible time prior to the end of its fiscal year.

### **12.5 DEFAULT/CUMULATIVE RIGHTS/MITIGATION**

It is not a waiver of default if the non-defaulting party fails to declare a default or delays in taking any action. Waiver of any term, covenant, condition or violation of this Agreement shall not be deemed or construed a waiver unless made in authorized written instrument, nor shall such waiver be deemed or construed a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. The rights and remedies provided by this Agreement are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. Pursuit of any remedy provided in this Agreement shall not preclude pursuit of any other remedies herein provided or any other remedies provided by law or equity, including injunctive relief, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any obligation of the defaulting party hereunder or of any damages accruing by reason of the violation of any of the terms, provisions, and covenants herein contained. The City has a duty to mitigate damages.

### **12.6 GOVERNMENTAL IMMUNITY**

**This Agreement is expressly made subject to City's and County's Governmental Immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability, or a waiver of any tort limitation, that City or County has by operation of law, or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.**

### **12.7 COMPLIANCE WITH LAWS AND VENUE**

In providing services required by this Agreement, City must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas law shall govern this Agreement and venue shall lie exclusively in Dallas County, Texas.

## **12.8 RELATIONSHIP OF PARTIES**

Each Party is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the other Party.

## **12.9 CONTRA PROFERENTUM**

The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be construed against the party who drafted the Agreement and such party shall not be responsible for the language used.

## **12.10 ASSIGNMENT**

Neither Party may transfer or assign its interest in this Agreement without prior written consent of the non-assigning Party. County approval to transfer or assign City's interest in this Agreement is subject to formal approval by the Dallas County Commissioners Court. City approval to transfer or assign County's duties to perform this Agreement is subject to formal approval by the Seagoville City Council.

## **12.11 CONTINUING OBLIGATIONS**

All obligations of this Agreement which expressly or by their nature survive the expiration, termination or transfer of this Agreement shall continue in full force and effect after and notwithstanding its expiration, termination or transfer until such are satisfied in full or by their nature expire.

## **12.12 FORCE MAJEURE**

Neither Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall as soon as reasonably possible give the other party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

## **12.13 BINDING EFFECT**

This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit and be binding upon the successors and assigns of the parties hereto, as well as the parties themselves.

## **12.14 SIGNATORY WARRANTY**

City and County represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions herein, and that the execution and delivery of this Agreement is made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Agreement.

EXECUTED THIS 1st DAY OF October 2022. ("Effective Date")

FOR DALLAS COUNTY:

BY: Clay Lewis Jenkins  
County Judge

DATE: \_\_\_\_\_

Recommended:

BY: Dr. Philip Huang  
Director, DCHHS

Approved as to Form\*:

JOHN CREUZOT  
CRIMINAL DISTRICT ATTORNEY  
DALLAS COUNTY, TEXAS

RUSSELL RODEN  
CHIEF, CIVIL DIVISION

BY: James R. Palomo  
Assistant District Attorney

FOR CITY:

  
BY: Patrick Stallings  
City Manager

DATE: \_\_\_\_\_

Recommended (CITY):

\_\_\_\_\_

Approved as to Form (CITY):

BY: Victoria W. Thomas  
Title: City Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client, Dallas County. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

# *Regular Session Agenda Item: 6*

**Meeting Date: August 1, 2022**

**ITEM DESCRIPTION:**

Conduct a public hearing on a request amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from “LM” Light Manufacturing to “LM-SUP” Light Manufacturing with a Special Use Permit to allow for outside storage, subject to special conditions on approximately 4.182 ± acres, being described as Lot 5, Block A of the Mechtech Subdivision, within the Herman Heider Survey, Abstract No. 541, commonly known as 316 W. Simonds Road, Seagoville, Dallas County, Texas.

**BACKGROUND OF ISSUE:**

The applicant has submitted a zoning application to request the outside storage of used materials within a Light Manufacturing Zoning District. The property owner currently has a tenant which is requesting to store recyclable goods such as plastic bottles and other similar goods outside of existing warehouses. These used goods are baled and packaged for shipment.

Additionally, the applicant has provided a site plan which clearly outlines the area in which items will be stored outside. The storage area is located behind an existing warehouse and screening wall. The facility has a screening fence approximately eight (8) feet in height, if the recyclable bundles are stacked on top of one another, these would be visible from the public right of way

The subject property is located within a Light Manufacturing (LM) zoning district along W. Simonds Road, north of Kleberg Road.

The existing zoning and land use of immediately surrounding properties are as follows:

<u>Direction</u>	<u>Zoning</u>	<u>Land Use</u>
North	LM	Nonresidential
East	LM	Nonresidential
South	C	Nonresidential
West	R-2	Electrical Utility Easement

**FINANCIAL IMPACT:**

NA

**RECOMMENDATION:**

On July 26, 2022, the Planning and Zoning Commission voted unanimously (four to zero) to recommend approval of the Special Use Permit for outside storage for a five-year period, with the inclusion of additional landscaping to meet City standards, and a maximum outside storage height of eight (8) feet.

Staff recommends the SUP be approved for a two-year period with the special conditions outlined above.

**EXHIBITS:**

Each of the following are set for printing on letter-sized paper unless otherwise listed.

1. Application for Special Use Permit
2. Proposed Site Plan
3. Survey of Property
4. 2019 aerial photograph
5. Zoning Map
6. Ordinance



# ZONING APPLICATION

City of Seagoville, Texas



ANTICIPATED MEETING DATES: P&Z: \_\_\_\_\_ City Council: \_\_\_\_\_

DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): \_\_\_\_\_

**Application Type:**

- Initial Zoning (newly annexed or Agricultural property)
- Rezoning (property currently zoned)
- Planned Development (PD) – see Zoning Ordinance for special requirements and procedures
- Specific Use Permit (SUP) – see Zoning Ordinance for special requirements and procedures

Name of Subdivision or Project: MECHTECH SUBDIVISION

Physical Location of Property: 316 WEST SIMONDS RD SEAGOVILLE

(General Location -- approximate distance to nearest existing street corner)

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description): \_\_\_\_\_

SEAGOVILLE DALLAS COUNTY TEXAS BEING ALL OF LOT 5 BLOCK A

(Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block)

Acreage: 4.182 Existing Zoning: Light Industrial Requested Zoning: OUTSIDE STORAGE SUPD

(Attach a detailed description of requested zoning & development standards, if a PD)

Applicant / Owner's Name: 316 SIMONDS RD LLC. TIM DVORAK Applicant or Owner? (circle one)

Contact Person: TIM DVORAK Title: PRESIDENT

Company Name: 316 SIMONDS RD LLC

Street/Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email Address: \_\_\_\_\_

Engineer / Representative's Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Email Address: \_\_\_\_\_

**SUBMITTAL DEADLINE: 30 DAYS PRIOR TO P&Z PUBLIC HEARING DATE.** (All zoning applications must be advertised in the newspaper, and notices must be mailed to all property owners within 200 feet of the subject property. Please contact City staff in advance for submittal deadlines.)

All applications must be **COMPLETE** before they will be scheduled for P&Z agenda. It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists that may be obtained from City staff), including the number of plans to be submitted, application fees, etc. Please contact City staff in advance for submittal requirements.

All application materials (one copy) must be delivered to the City's Planner. The name, address, phone number, etc. of the City's Planner can be obtained from City staff. Failure to submit all materials to the City's Planner may result in delays scheduling the zoning application for a P&Z agenda.

**Notice of Public Records.** The submission of plans/drawings with this application makes such items public record, and the applicant understands that these items may be viewed by the general public. Unless the applicant expressly states otherwise in writing, submission of this application (with associated plans/drawings) will be considered consent by the applicant that the general public may view and/or reproduce (i.e., copy) such documents.

I hereby certify that I am the Owner, or the duly authorized agent of the Owner (proof of authorization attached), for the purposes of this application, and that all information submitted herein is complete, true and correct to the best of my knowledge. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

Signed: \_\_\_\_\_ Title: PRESIDENT Date: JUNE 2, 2022

SUBSCRIBED AND SWORN TO before me, this the 2 day of JUNE, 2022



Notary Public in and for the State of Texas: \_\_\_\_\_

My Commission Expires On: 3-9-24

Office Use Only: Date Rec'd: 6.2.22 Fees Paid: \$ 450.00 Check #: 4100 Receipt #: 727.556

Zoning Case # \_\_\_\_\_ Accepted By: \_\_\_\_\_ Official Submittal Date: \_\_\_\_\_

# SITE PLAN

Exhibit 2

Address: 316 W Simonds Rd  
City, State, ZIP: Seagoville, TX 75159  
Country: USA  
Scale 1":90'

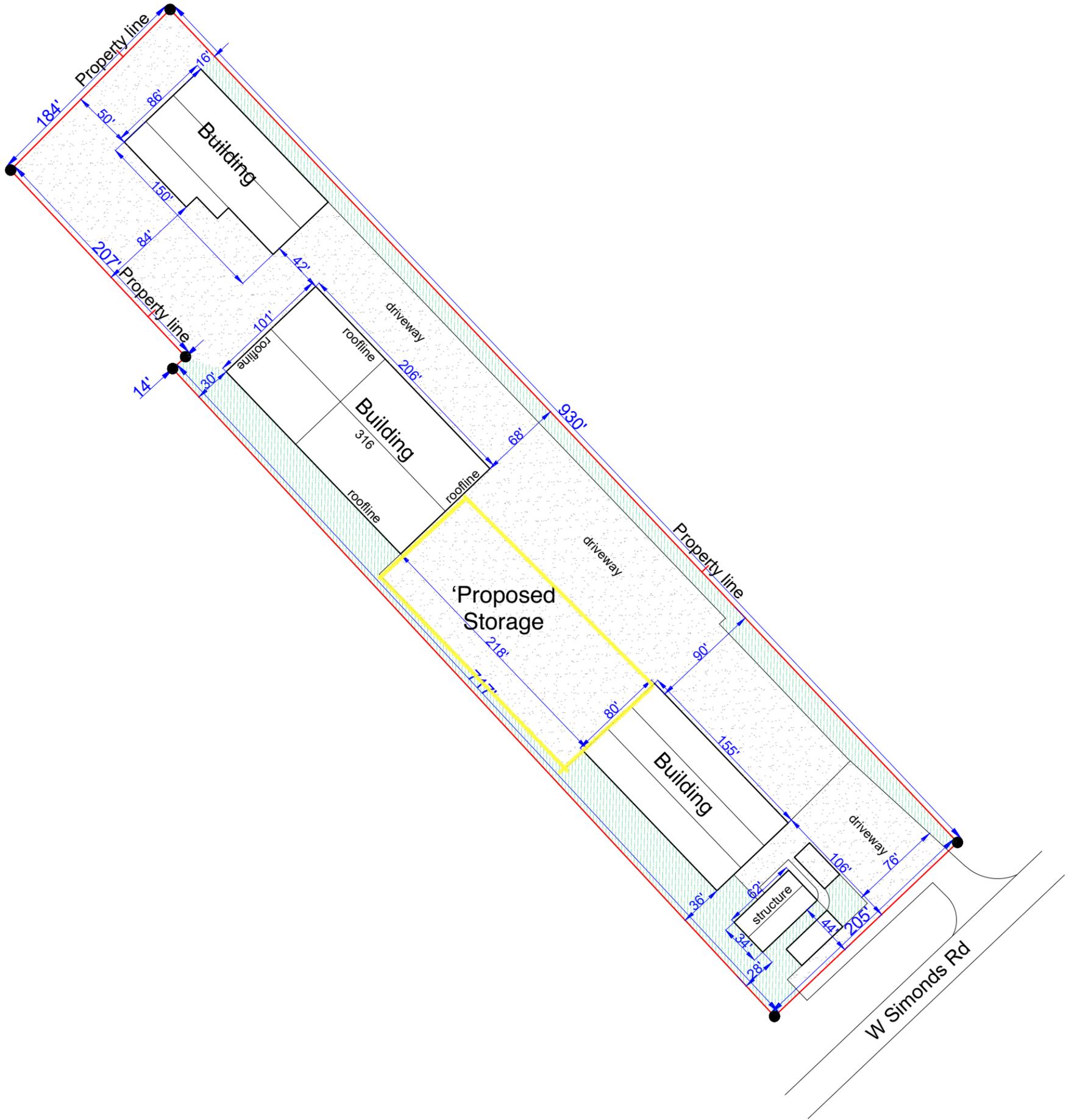
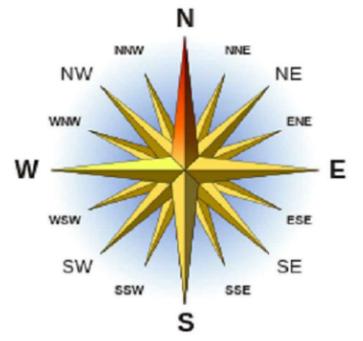
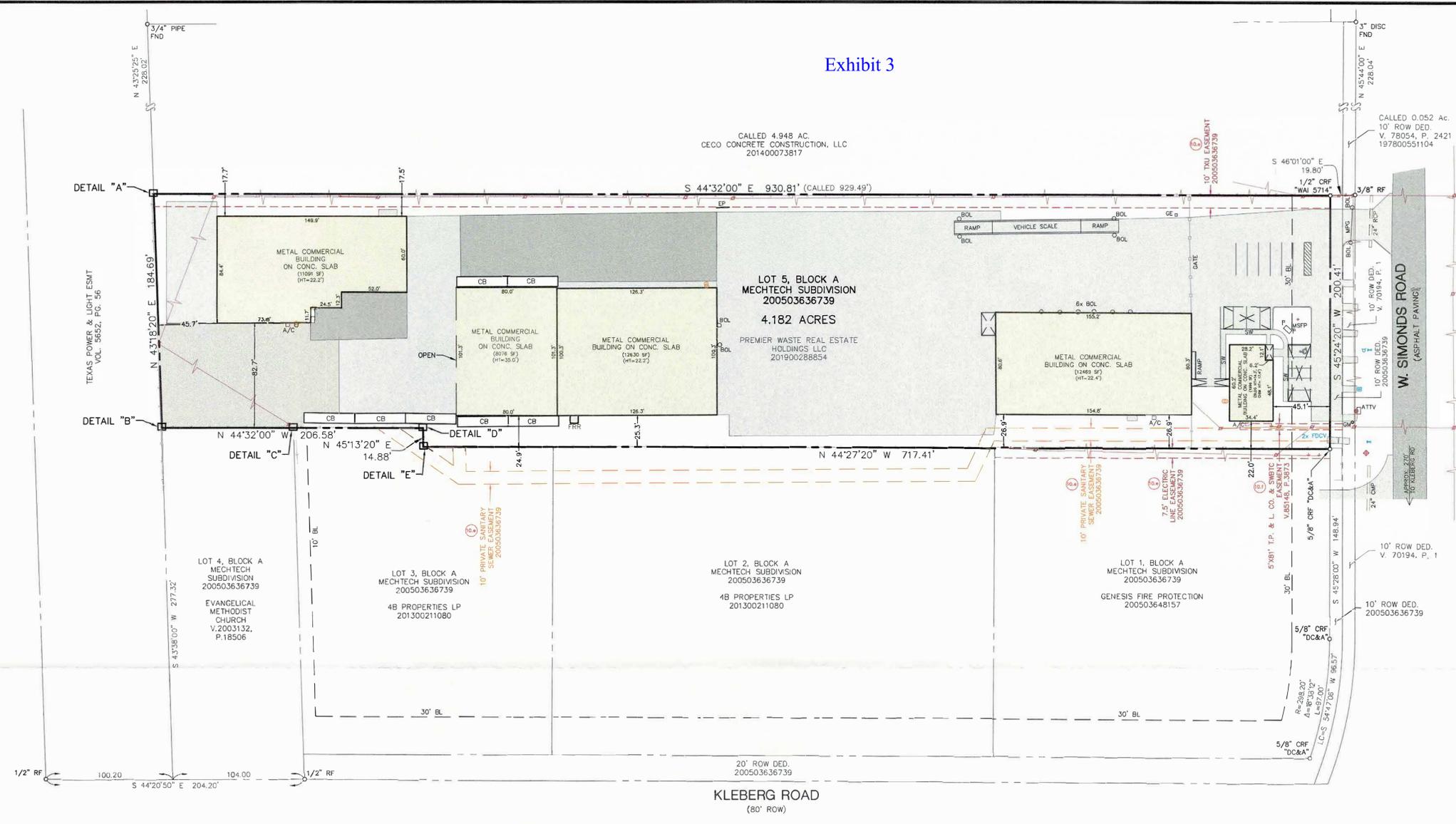
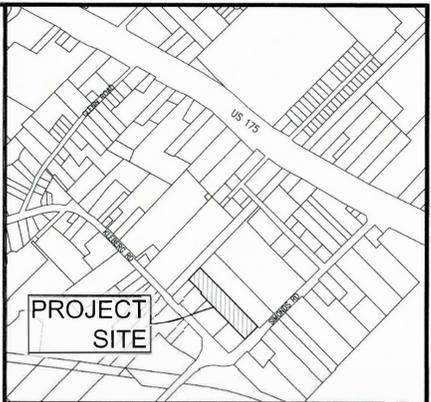


Exhibit 3

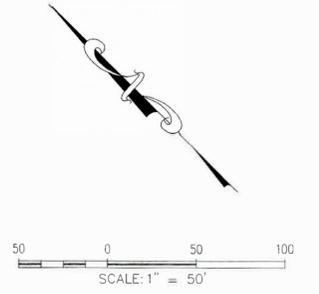


**LEGEND**

- CRF = CAPPED REBAR FOUND
- RF = REBAR FOUND
- ATTV = AT&T VAULT
- CMP = CORRUGATED METAL PIPE
- RCP = REINFORCED CONCRETE PIPE
- GE = GATE EYE
- A/C = AIR CONDITIONING PAD
- EP = ELECTRIC PANEL
- SM = GAS METER
- MSFL = MONUMENT SIGN WITH FLAG POLES
- CLF = CHAIN LINK FENCE
- SM = GAS METER
- MFG = METAL PIPE GATE
- SW = SIDE WALK
- FRR = FIRE RISER ROOM
- BOL = BOLLARD
- FDCV = FIRE DEPARTMENT CONNECTION VAULT
- CO = CLEAN OUT
- WV = WATER VALVE
- TE = TELEPHONE PEDESTAL
- FH = FIRE HYDRANT
- FL = FLOOD LIGHT
- OHL = OVER HEAD UTILITY LINE
- MF = METAL FENCE
- CLF = CHAIN LINK FENCE
- B = BUILDING
- ASP = ASPHALT PAVING
- CONC = CONCRETE PAVING
- GRAV = GRAVEL
- CA = COVERED AREA



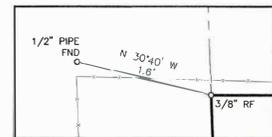
VICINITY MAP SCALE: 1"=1000'



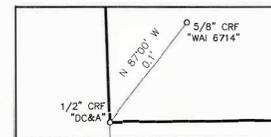
**LEGAL DESCRIPTION**

BEING all of Lot 5, Block A, Mechtech Subdivision, an addition to the City of Seagoville, Dallas County, Texas, according to the plat thereof, recorded in Clerk's File No. 200503636739, Plat Records, Dallas County, Texas.

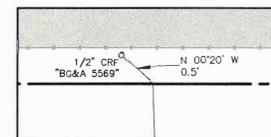
More commonly known as 316 Simonds Road.



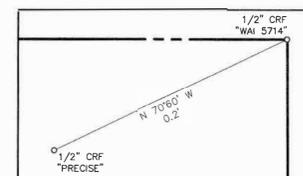
DETAIL "A"  
SCALE: 1"=1'



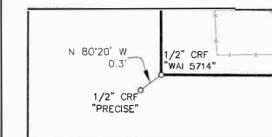
DETAIL "B"  
SCALE: 1"=1'



DETAIL "C"  
SCALE: 1"=1'



DETAIL "D"  
SCALE: 1"=1'



DETAIL "E"  
SCALE: 1"=1'

**GENERAL NOTES:**

- Bearings based on Texas Coordinate System, North Central Zone (4202), NAD '83.
- No flood Zone Area Analysis has been performed on the subject property by MCADAMS.
- According to Community/Panel No. 48113C0540K, of the FLOOD INSURANCE RATE MAP, effective July 7, 2014, for Dallas County, Texas & Incorporated Areas, by graphic plotting only, a portion of this subject property appears to lie within Flood Zone "x" (areas of minimal flooding). If site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
- Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate abstract of title may disclose.
- No evidence of recent earth moving work on the subject property observed.
- 14 Regular striped parking spaces, and 1 Handicap striped parking space.

**TITLE NOTES:**

This survey was prepared in connection with the real estate transaction related to Fidelity National Title Insurance Company, G.F. No. 220073, effective February 22, 2022. Any other use thereof is prohibited.

Item 10.e— Property subject to easements shown on the plat Mechtech Subdivision, recorded in Clerk's File No. 200503636739, Map Records, Dallas County, Texas, as shown hereon.

Item 10.f— Property subject to easement and rights incidental thereto, in favor of Texas Power and Light Company, recorded in Volume 85148, Page 3873, Deed Records, Dallas County, Texas, as shown hereon.

To: FIDELITY NATIONAL TITLE INSURANCE COMPANY, BEZET LLC, A TEXAS LIMITED LIABILITY COMPANY, 316 SIMONDS LLC, A TEXAS LIABILITY COMPANY, PREMIER WASTE REAL ESTATE HOLDINGS, LLC, AND PREMIER WASTE SERVICES, LLC:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1.2, 3.4, 6.7(a)(b)(1)(c), 8.9, 13 and 14 of Table A thereof. The field work was completed on March 18th, 2022.

Cole Carpenter, RPLS  
Texas Registration No. 6892

REV. 04.01.2022

The John R. McAdams Company, Inc.  
111 Hillside Drive  
Lewisville, Texas 75057  
972.436.9712

201 Country View Drive  
Roanoke, Texas 75262  
940.240.1012

TBPE: 19762 TBPLS: 10194440  
www.gaoon.com  
www.mcadamsco.com

# 316 W Simonds Road

Exhibit 4

DCAD ID: 9920090351000000

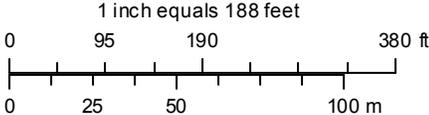
Date of copy: 7/12/2022

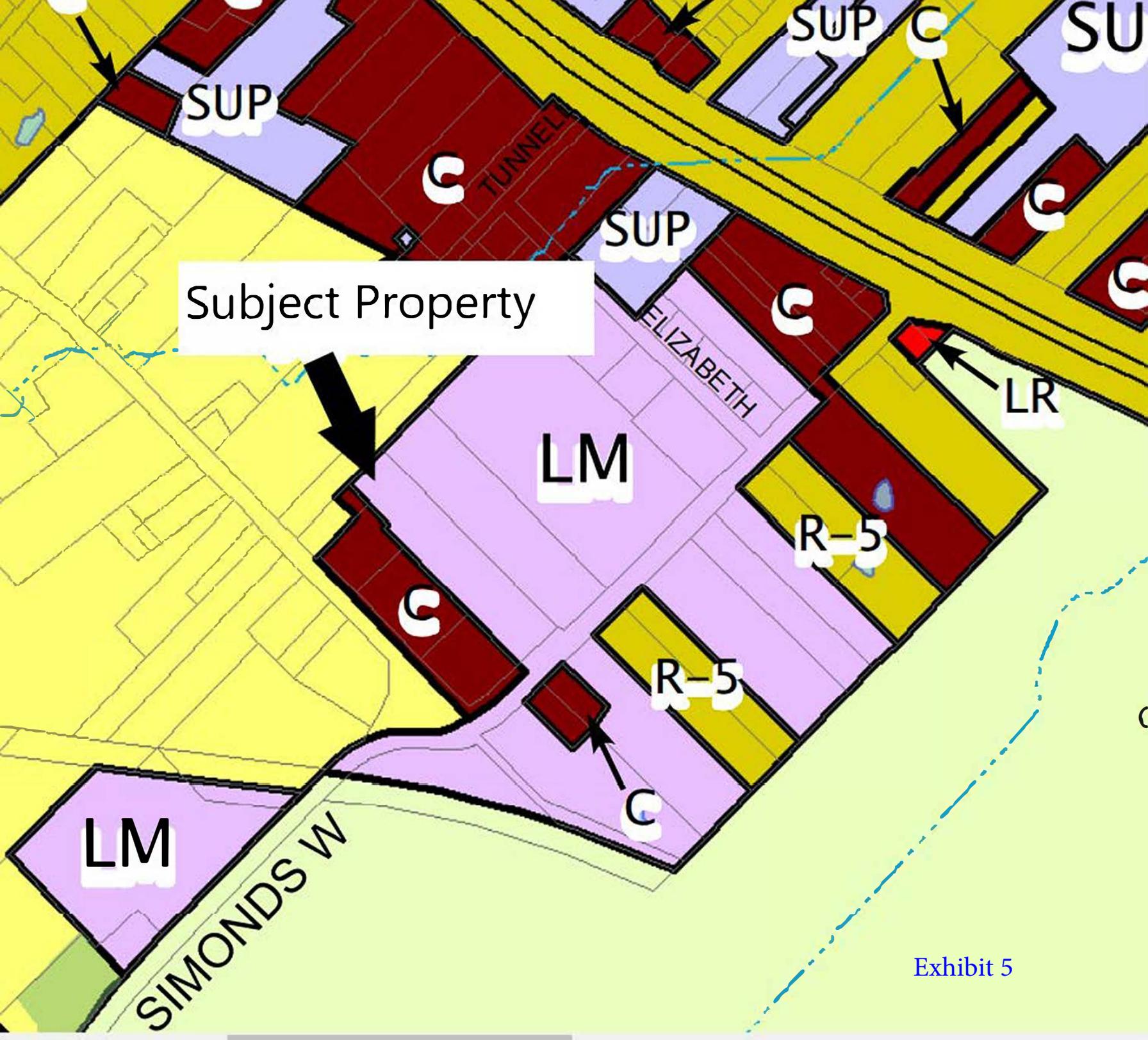


This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.



Dallas Central Appraisal District  
2949 N Stemmons Freeway  
Dallas, TX 75247-6195  
(214) 631-1342  
www.dallascad.org





Subject Property

# *Regular Session Agenda Item: 7*

**Meeting Date: August 1, 2022**

**ITEM DESCRIPTION:**

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map, as previously amended, by changing the zoning from "LM" Light Manufacturing to "LM-SUP" Light Manufacturing with a Special Use Permit to allow for outside storage, subject to special conditions on approximately 4.182± acres being described as Lot 5, Block S of the Mechtech subdivision, within the Herman Heider Survey, Abstract No. 541, commonly known as 316 W. Simonds Road, Seagoville, Dallas County Texas; providing for special conditions; providing for the repeal of all Ordinances in conflict; providing a severability clause; providing for a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense; and providing an effective date.

**BACKGROUND OF ISSUE:**

The applicant has submitted a zoning application to request the outside storage of used materials within a Light Manufacturing Zoning District. The property owner currently has a tenant which is requesting to store recyclable goods such as plastic bottles and other similar goods outside of existing warehouses. These used goods are baled and packaged for shipment.

Additionally, the applicant has provided a site plan which clearly outlines the area in which items will be stored outside. The storage area is located behind an existing warehouse and screening wall. The facility has a screening fence approximately eight (8) feet in height, if the recyclable bundles are stacked on top of one another, these would be visible from the public right of way

The subject property is located within a Light Manufacturing (LM) zoning district between along W Simonds Road, north of Kleberg Road.

The existing zoning and land use of immediately surrounding properties are as follows:

<u>Direction</u>	<u>Zoning</u>	<u>Land Use</u>
North	LM	Nonresidential
East	LM	Nonresidential
South	C	Nonresidential
West	R-2	Electrical Utility Easement

**FINANCIAL IMPACT:**

NA

**RECOMMENDATION:**

On July 26, 2022, the Planning and Zoning Commission voted unanimously (four to zero) to recommend approval of the Special Use Permit for outside storage for a five-year period, with the inclusion of additional landscaping to meet City standards and a maximum outside storage height of eight (8) feet.

Staff recommends the SUP be approved for a two-year period with the special conditions outlined above.

**EXHIBITS:**

Ordinance – Approving Special Use Permit for Outside Storage

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

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

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP, AS PREVIOUSLY AMENDED, BY CHANGING THE ZONING FROM "LM" LIGHT MANUFACTURING TO "LM-SUP" LIGHT MANUFACTURING WITH A SPECIAL USE PERMIT TO ALLOW FOR OUTSIDE STORAGE, SUBJECT TO SPECIAL CONDITIONS ON APPROXIMATELY 4.182± ACRES BEING DESCRIBED AS LOT 5, BLOCK A OF THE MECHTECH SUBDIVISION, WITHIN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, COMMONLY KNOWN AS 316 W SIMONDS ROAD, SEAGOVILLE, DALLAS COUNTY TEXAS; PROVIDING FOR SPECIAL CONDITIONS; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Planning and Zoning Commission of the City of Seagoville and the City Council of the City of Seagoville, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and the City Council of the City of Seagoville is of the opinion and finds that a zoning change should be granted and that the Comprehensive Zoning Ordinance and Map should be amended; Now, Therefore,

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

**SECTION 1.** That the Comprehensive Zoning Ordinance and map of the City of Seagoville, Texas, as previously amended, be, and the same are hereby amended by changing the zoning from "LM" Light Manufacturing to "LM-SUP" Light Manufacturing with a Special Use Permit to allow for outside storage, subject to special conditions on approximately 4.182± acres being described as Lot 5, Block A of the Mechtech Subdivision, within the Herman Heider Survey, Abstract No. 541, commonly known as 316 W Simonds Road, in the City of Seagoville, Dallas County, Texas.

**SECTION 2.** The property shall be developed and used in accordance with the development standards under the Seagoville Zoning Ordinance, ordinances of the City of Seagoville, and the following special conditions:

- A. Installation of additional landscaping as set forth in the City's landscape ordinance shall be required;
- B. The outside storage permitted herein shall not exceed eight (8') feet in height;
- C. The Special Use Permit granted herein shall expire on August 1, 2027; and
- D. Except as set forth in these special conditions, all use shall be in compliance with Light Manufacturing district regulations and any other applicable local ordinances.

**SECTION 3.** The above property shall be used only in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and as amended herein, and the development of the property herein shall be in accordance with building regulations, zoning ordinances, and any applicable ordinances except as may be specifically altered or amended herein.

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

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

**SECTION 6.** Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this ordinance

shall be fined not more than Two Thousand Dollars (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 1<sup>st</sup> day of August, 2022.

**APPROVED:**

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**DENNIS K. CHILDRESS, MAYOR**

**ATTEST:**

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**KANDI JACKSON, CITY SECRETARY**

**APPROVED AS TO FORM:**

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**VICTORIA THOMAS, CITY ATTORNEY**  
(cdb 07.27.2022)

## ***Regular Session Agenda Item: 8***

**Meeting Date: August 1, 2022**

### **ITEM DESCRIPTION:**

Second Reading – Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Campbell Creations, L.L.C., a Texas Limited Liability Company, as reflected in terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will promote and retain new and expanding business enterprises within the city. TThe SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with Campbell Creations, L.L.C., a Texas limited liability company, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”).

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS:**

Resolution – Approving Seagoville Economic Development Incentive Agreement w/ Campbell Creations, L.L.C.

SEDC Incentive Agreement w/ Campbell Creations, L.L.C.

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

**RESOLUTION NO. \_\_-R-2022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND CAMPBELL CREATIONS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY, AS REFLECTED IN THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with Campbell Creations, L.L.C., a Texas limited liability company, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”) and

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

**WHEREAS**, the City Council has determined that the Project contemplated by SEDC and Campbell Creations, L.L.C. under the terms and conditions set forth in the Economic Development Incentive Agreement will promote and retain new and expanded business enterprises within the City of Seagoville; and

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

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

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

**Section 1.** The City Council hereby approves and authorizes the Project between the Seagoville Economic Development Corporation and Campbell Creations, L.L.C., a Texas limited liability company, under the terms and conditions set forth in an Economic Development Incentive Agreement in substantially the form attached hereto as Exhibit “A”.

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

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

**DULY RESOLVED AND ADOPTED First Reading and Second Reading** of the City Council of the City of Seagoville, Texas, this the \_\_\_\_ day of \_\_\_\_\_ 2022.

**APPROVED:**

\_\_\_\_\_  
Dennis K. Childress, Mayor

**ATTEST:**

\_\_\_\_\_  
Kandi Jackson, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Victoria Thomas, City Attorney  
(062322vwtTM130288)

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

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

**WITNESSETH:**

**WHEREAS**, Company owns 112 acres of real property and improvements situated at 1706 U.S. Highway 175, Seagoville, Texas 75159 (the “Property”) upon which it operates Seagoville Tradedays including the La Pulga flea market, the Christmas Park and Beer Garden; and

**WHEREAS**, historically, during days of operation of one or more of the components of Seagoville Tradedays, vehicular traffic backs up onto the adjacent service road; and

**WHEREAS**, Company desires to upgrade a current driveway into the property and related parking area to asphalt to reduce or eliminate the traffic backup issue thereby allowing an expansion of its existing business as more patrons will be able to enter the property which will increase revenue and further as the upgrade will also allow Company to expand its operations of the Christmas Park because patrons will be able to enter the Christmas Park even during inclement weather that otherwise would have prohibited use of the rock driveway; and

**WHEREAS**, Company has advised the SEDC that the total cost of the desired asphalt upgrade is \$243,567.91 and that a contributing factor that would induce Company to continue and expand its operations through the asphalt upgrading of the driveway and parking area for the property would be an agreement by SEDC to provide an economic development grant to Company to cover the costs of such upgrade; and

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

**WHEREAS**, the Development Corporation Act, Chapters 501-505, Texas Local Government Code (the “Act”), authorizes SEDC to provide economic development grants for business retention and/or expansion; and

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

**WHEREAS**, SEDC has determined that making the Grant to Company in accordance with this Agreement will further the objectives of SEDC, will benefit the City and the City’s inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

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

## **Article I Definitions**

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

“Asphalt Upgrade” shall mean site preparation and application of Type D hot mix asphalt to the currently existing rock driveway and parking area on the property located at 1706 U.S. Hwy 175, Seagoville, Texas 75159, the same being 25 feet wide and 4,091 feet long for a total of approximately 102,275 square feet of asphalt to be added.

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

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

“Commencement of Construction” shall mean that (1) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for the Expansion, (2) all necessary permits for the Asphalt Upgrade have been issued by all applicable governmental authorities, and (3) construction of the Asphalt Upgrade has commenced.

“Company” shall mean Campbell Creations, L.L.C., a Texas limited liability company which owns the real property and improvements situated thereon located at for-profit corporation, which is the lessee and operator of a commercial aerospace manufacturing facility located at 1706 U.S. Hwy 175, Seagoville, Texas 75159.

“Completion of Construction” shall mean that (1) Asphalt Upgrade has been substantially completed, (2) all final inspections for the Asphalt Upgrade have been performed by all applicable governmental authorities; (3) the inspections noted no failure of compliance with the City’s Code of Ordinances and related regulations or other law; and (4) Company is open and conducting business during normal business hours for Seagoville Tradedays and its related components using the Asphalt Upgrade driveway and parking areas.

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

“Employment Positions” shall mean non-temporary full-time (full-time means at least 40 hours worked per week) or part-time (part-time means at least 20 hours worked per week) employment positions of the Company which are created, maintained and filled at the Seagoville Tradedays and its related components including La Pulga flea market, Beer Garden, and Christmas Park.

“Expiration Date” shall mean the fifth (5<sup>th</sup>) anniversary of Completion of Construction.

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

“Grant” shall mean an economic development grant in the amount equal to the costs incurred and paid by Company for the Asphalt Upgrade, as defined herein, not to exceed Two Hundred, Forty-three Thousand, Five Hundred, Sixty-seven and 91/100 Dollars (\$243,567.91) to offset the cost or a portion of the costs paid and incurred by Company for the Asphalt Upgrade, to be paid in one lump sum payment within seventy-five (75) days of execution of this Agreement.

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

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

“Required Use” shall mean Company’s continuous operation and occupancy of the property located at 1706 U.S. Hwy 175, Seagoville, Texas 75159 as Seagoville Tradedays and its related components including La Pulga flea market, Beer Garden, and Christmas Park.

“SEDC” shall mean the Seagoville Economic Development Corporation.

## **Article II**

### **Term**

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

## **Article III**

### **Grant**

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

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

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

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

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

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

4.2 Commencement of Construction. Commencement of Construction, as that term is defined herein, shall occur not later than three (3) months after the Effective Date of this Agreement.

4.3 Completion of Construction. Completion of Construction, as that term is defined herein, shall occur not later than six (6) months after the Effective Date of this Agreement

4.4 Required Use. During the term of this Agreement following Completion of Construction and continuing thereafter until expiration of this Agreement or earlier termination Company shall continuously own and occupy the property located at 1706 U.S. Hwy 175, Seagoville, Texas 75159, which shall not be used during the term of this Agreement for any purpose other than the Required Use. Further, during the term of this Agreement, such occupation and use shall not cease for more than thirty (30) days except in connection with, and to the extent of, an event of Force Majeure.

4.5 Employment Positions. Beginning on the Completion of Construction and continuing through the term of this Agreement, Company shall create, fill and maintain a minimum of one (1)

Employment Position for Seagoville Tradedays located at 1706 U.S. Hwy 175, Seagoville, Texas 75159, which includes La Pulga flea market, the Beer Garden, and the Christmas Park, per twelve month period, with a total minimum of five (5) new Employment Positions created, filled and maintained for Seagoville Tradedays at the conclusion of five years from Completion of Construction.

4.6 Continuous Ownership. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the 112 acre real property located at 1706 U.S. Hwy 175, including all improvements situated thereon and also including the Asphalt Upgrade, shall be continuously owned and occupied by the Company.

4.7 SEDC Signage. Within ninety (90) days of the Effective Date and continuing for and during the term of this Agreement, Company will place a 4 foot by 8 foot Seagoville Economic Development Corporation illuminated sign adjacent to the Asphalt Upgrade driveway so that it is visible to Company patrons utilizing the Asphalt Upgrade driveway to visit La Pulga flea market, the Beer Garden, and the Christmas Park. Company shall maintain the SEDC signage in repair and working order during the term of this Agreement.

4.8 Capital Investment. Company's Capital Investment for the Asphalt Upgrade as of the Completion of Construction shall be not less than Two Hundred, Forty-three Thousand, Five Hundred, Sixty-seven and 91/100 (\$243,567.91) Dollars. SEDC shall have a right, during the term of this Agreement, to request that Company provide proof of this Capital Investment. In the event of such request, Company shall, not later than fifteen (15) calendar days after the request by SEDC, deliver to SEDC copies of all records, contracts, receipts, invoices, bills, proofs of payment, and such other information as SEDC may reasonably request to document compliance with the required Capital Investment. In the event the final total cost of the Asphalt Upgrade, as reasonably verified by SEDC, is less than \$243,567.91, the Company shall, within thirty (30) days of receipt by Company of written demand by SEDC, pay the SEDC the difference in value between \$243,567.91 and the final total cost of the construction of the Asphalt Upgrade as reasonably verified by SEDC.

## **Article V**

### **Termination; Repayment**

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

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

- (d) upon written notice by SEDC, if Company suffers an event of Bankruptcy or Insolvency; or
- (e) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment Following Termination Under Section 5.1(b). In the event the Agreement is terminated by SEDC pursuant to Section 5.1 (b):

- (a) due to a breach of the obligation set forth in section 4.2 hereof, Company shall immediately refund to the SEDC an amount equal to the value of the Grant received by Company;
- (b) due to a breach of the obligation set forth in section 4.3 hereof, Company shall immediately refund to the SEDC an amount equal to eighty percent (80%) of the value of the Grant received by Company;
- (c) due to a breach of an obligation set forth in section 4.1, 4.4, 4.5, 4.6, 4.7, and/or 4.8 hereof during the first year after Completion of Construction, Company shall immediately refund to the SEDC an amount equal to one hundred percent (100%) of the Grant received by Company;
- (d) due to a breach of an obligation set forth in section 4.1, 4.4, 4.5, 4.6, 4.7, and/or 4.8 hereof during the second year after Completion of Construction, Company shall immediately refund to the SEDC an amount equal to eighty percent (80%) of the Grant received by Company;
- (e) due to a breach of an obligation set forth in section 4.1, 4.4, 4.5, 4.6, 4.7, and/or 4.8 hereof during the third year after Completion of Construction, Company shall immediately refund to the SEDC an amount equal to sixty percent (60%) of the Grant received by Company;
- (f) due to a breach of an obligation set forth in section 4.1, 4.4, 4.5, 4.6, 4.7, and/or 4.8 hereof during the fourth year after Completion of Construction, Company shall immediately refund to the SEDC an amount equal to forty percent (40%) of the Grant received by Company; and
- (g) due to a breach of an obligation set forth in section 4.1, 4.4, 4.5, 4.6, 4.7, and/or 4.8 hereof during the fifth year after Completion of Construction, Company shall immediately refund to the SEDC an amount equal to twenty percent (20%) of the Grant received by Company.

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

5.3 Repayment Following Termination Section 5.1(c), (d), and/or (e). In the event the Agreement is terminated by SEDC pursuant to Section 5.1(c), (d), and/or (e), the Company shall immediately refund to SEDC an amount equal to the Grant paid by SEDC to the Company, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall cease to exist or cease to announce a prime or base lending rate, than at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the SEDC) as its prime or base commercial lending rate from the date on which the Grant is paid by SEDC until refunded by the Company. The repayment obligation of Company set forth in this Section 5.3 shall survive termination of this Agreement.

5.3 Offsets. SEDC may, at its option, offset any amounts due and payable under this Agreement against any debt (including taxes) lawfully due to City and/or SEDC from Company, regardless of whether the amount due arises pursuant to the terms of this Agreement, a Related Agreement, or otherwise, and regardless of whether or not the debt due SEDC has been reduced to judgment by a court.

## **Article VI Miscellaneous**

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

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

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

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

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

If intended for SEDC, to:

Seagoville Economic Development  
Corporation  
Attn: Patrick Stallings, Exec. Director  
702 N. Highway 175  
Seagoville, Texas 75159

With a copy to:

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

If intended for Company:

Campbell Creations, L.L.C.  
Attn: Brandon Baker  
7242 County Road 277  
Seagoville, Texas 75159

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

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

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

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

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

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

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

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

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

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

*[Three Signature Pages to Follow]*

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Patrick Stallings, Executive Director

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CAMPBELL CREATIONS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY**

By: \_\_\_\_\_  
Larry Campbell, Managing Member

**ACKNOWLEDGMENT**

STATE OF TEXAS  
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, Larry Campbell, managing member of Campbell Creations, L.L.C., a Texas limited liability company, known or proven to me to be the person and agent whose name is subscribed to the foregoing instrument and acknowledge to me that the same was the act of said Campbell Creations, L.L.C., that he was duly authorized to perform the same by appropriate resolution or other legal authorization, and that he executed the same as the act of said Campbell Creations, L.L.C. for the purpose and consideration therein expressed and in the capacity therein stated after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_

## ***Regular Session Agenda Item: 9***

**Meeting Date: August 1, 2022**

### **ITEM DESCRIPTION:**

Receive Councilmember Reports/ Items of Community Interest

### **BACKGROUND OF ISSUE:**

Section 551.0415 of the Texas Government Code authorizes a quorum of the governing body of a municipality or county to receive reports about items of community interest during a meeting without having given notice of the subject of the report if no action is taken. Section 551.0415 defines an “item of community interest” to include:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in status of a person’s public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## ***Regular Session Agenda Item: 10***

**Meeting Date: August 1, 2022**

**ITEM DESCRIPTION:**

Future Agenda Items

**BACKGROUND OF ISSUE:**

Council provides direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

N/A