



City of Seagoville Meeting Agenda

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

City Council

Monday, March 3, 2025	6:30 PM	Council Chambers
LACKEY S SEBASTIAN MAYOR	RICK HOWARD COUNCILMEMBER	ALLEN GRIMES COUNCILMEMBER
CINDY BROWN INTERIM CITY MANAGER	JOSE HERNANDEZ COUNCILMEMBER	JON EPPS MAYOR PRO TEM
	HAROLD MAGILL COUNCILMEMBER	

Notice is hereby given that the City Council of the City of Seagoville, Texas will meet in a Regular Meeting at 6:30 PM, to be held at City Hall 702 N. Hwy 175 Seagoville, Texas 75159.

Section 551.071 of the Texas Government Code:

This meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

Section 551.127 of the Texas Government Code:

One or more Councilmembers or employees may attend this meeting remotely using videoconferencing technology. A quorum of the City Council will be present at City Hall. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the meeting location.

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

WORK SESSION - 6:30 PM

1. Call to Order
2. Receive a presentation regarding the proposed 2025 annual event dates and provide feedback on the movies to view at the Movie in the Park event.
[2025 Movie Options](#)
3. Discuss Regular Session agenda items.
4. Adjourn

REGULAR SESSION - 7:00 PM

5. Call to Order
6. Invocation and Pledge of Allegiance
7. Mayor's Report
8. Public Comments

This portion of the meeting is to allow members of the public up to six (6) minutes to address the City Council. City Council may not discuss these items but may respond with factual data or policy information or place the item on a future agenda. Anyone wishing to speak should submit a Public Comment Form to the City Secretary prior to the start of the meeting.

9. FIRST READING: Discuss and consider a Resolution approving the Economic Development Project between the Seagoville Economic Development Corporation and Oscarthebarber, LLC, a Texas Limited Liability Company, doing business as Praise the Razors Barbershop, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective

date.

Consent Agenda

10. Consider approving the City Council meeting minutes: February 20, 2025 and February 24, 2025.
[2025-02-20 MIN CC](#)
[2025-02-24 MIN CC](#)
11. Consider a Resolution approving a cleaning service agreement with Jani-Care Cleaning Solutions, Inc. for cleaning and sanitizing services for the Seagoville City Hall and the Seagoville Senior Citizen Center for an initial one year term and three one-year automatic renewal terms, for compensation of \$3,200.00 per month during the initial term and a two (2%) percent increase for each renewal term; and authorizing the Interim City Manager to execute said agreement.
[RES - Jani-Care Cleaning Solutions](#)
[Jani-Care Cleaning Solutions Inc. Agreement](#)
[Jani-Care Proposals](#)

Regular Agenda

12. SECOND READING: Discuss and consider a Resolution approving the Economic Development Project between the Seagoville Economic Development Corporation and Oscarthebarber, LLC, a Texas Limited Liability Company, doing business as Praise the Razors Barbershop, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date.
[RES - SEDC Project](#)
[Incentive Agreement - Praise the Razors Barbershop](#)
13. Items of community interest and councilmember reports.
Section 551.0415 of the Texas Government Code, the City Council or City Administration may report information on the following items: 1) express thanks, congratulations, or condolences, 2) information about holiday schedules, 3) recognition of individuals, 4) reminders about upcoming City events, 6) announcements involving an imminent threat to public health and safety.

EXECUTIVE SESSION

14. The City Council will convene into closed Executive Session pursuant to the Texas Government Code Section 551.074 Personnel Matters, to deliberate the recruitment, employment, and duties of a public officer or employee, to wit: City Manager.

REGULAR SESSION

15. Take any action as a result of Executive Session.
16. Discuss future agenda items
17. Adjourn

CERTIFICATE

I certify that the above Notice of Meeting was posted on the bulletin board at City Hall of the City of Seagoville, Texas on Thursday, February 28, 2025, by 5:00 p.m.

Sara Egan, City Secretary

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

email citysecretary@seagoville.us . (TDD access 1-800-RELAY-TX)

UPCOMING MEETING DATES:

- March 17, 2025
- April 7, 2025



TO: Mayor and City Council
FROM: Seagoville Chamber of Commerce and City Staff
DATE: March 3, 2025
ITEM: 2
DESCRIPTION: Receive a presentation regarding the proposed 2025 annual event dates and provide feedback on the movies to view at the Movie in the Park event.

INTRODUCTION

The purpose for this item is to present identified dates for specific public events and movie options.

BACKGROUND

The Seagoville Chamber of Commerce hosts (4) events each year:

Proposed Chamber Event Dates:

- Mayfest – May 1 thru 4, 2025
- Fireworks in the Park – June 27, 2025
- Seagofest – October 2 thru 5, 2025
- Street Dance – November 1, 2025

The City also hosts (5) additional events each year:

Proposed City Event Dates:

- Trash-off – April 14 thru 19, 2025
- Kid Fish – May 17, 2025
- Movie in the Park - September 13, 2025 and Oct 18, 2025
- Tree lighting - December 5, 2025

Movie Options:

- **IF (2024) PG**- From Writer and director John Krasinski, "IF" is about a girl who discovers that she can see everyone's imaginary friends-and what she does with that superpower-as she embarks on a magical adventure to reconnect forgotten IFs with their kids.
- **Transformers One (2024) PG**- "Transformers One" is an untold origin story of Optimus Prime and Megatron, better known as sworn enemies, but once were friends bonded like brothers who changed the fate of Cybertron forever.
- **WICKED (2024) PG**- "Wicked" tells the story of future Wicked Witch of the West and her relationship with Glinda, the Good Witch of the North. The first of a two-part feature film adaptation of the Broadway musical.
- **Moana 2 (2024) PG**- After receiving an unexpected call from her wayfinding ancestors. Moana must journey to the far seas of Oceania and into Dangerous. Long-lost waters for an adventure unlike anything she's ever faced.
- **The Wild Robot (2024) PG**- After a Shipwreck, an intelligent robot called Roz is stranded on an uninhabited island. To survive the harsh environment, Roz with the island's animals and cares for an orphaned baby goose.
- **Harold and the Purple Crayon (2024) PG**- A young boy named Harold embarks on a magical mission with the help of his purple crayon.

RECOMMENDATION

This is an opportunity for the City Council to provide any feedback and direction for the public events.

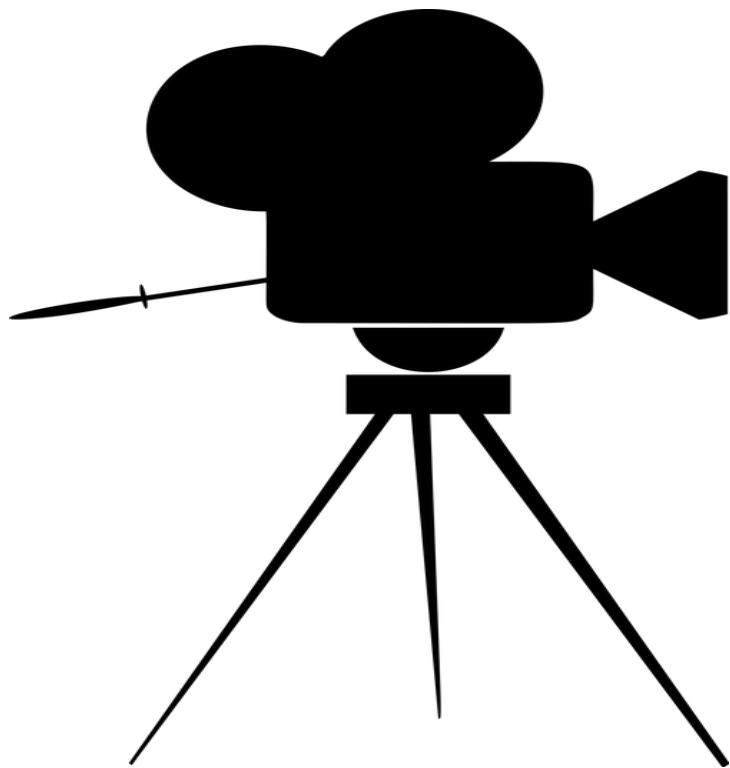
FINANCIAL IMPACT

All listed events are part of the current budget in partnership with the Seagoville Chamber of Commerce.

ATTACHMENTS

1. [2025 Movie Options](#)

Movies in the Park
2025
Selection's



Index Page

1. IF-Rated PG 104 Minutes 2024 Movie
2. Transformers One-Rated PG 104 Minutes 2024 Movie
3. Wicked-Rated PG 142 Minutes 2024 Movie
4. Moana 2-Rated PG 100 Minutes 2024 Movie
5. The Wild Robot-Rated PG 101 Minutes 2024 Movie
6. Harold and the Purple Crayon-Rated PG 92 Minutes
2024

Movie Night Dates

Saturday September 13, 2025

Saturday October 18, 2025

IF



Paramount Pictures

Cailey Fleming, Ryan Reynolds, John Krasinski

Directed by John Krasinski

Rated PG; 104 Minutes; 2024

From Writer and director John Krasinski, "IF" is about a girl who discovers that she can see everyone's imaginary friends-and what she does with that super-power-as she embarks on a magical adventure to reconnect forgotten IF's with their kids

Transformer One



Animated Feature

Voices by: Chris Hemsworth, Brian Tyree, Scarlett Johansson

Paramount Picture

Directed by Josh Cooley

Rated PG; 104 Minutes; 2024

"Transformers One" is an untold origin story of Optimus Prime and Megatron, better known as sworn enemies, but once were friends bonded like brothers who changed the fate of Cybertron forever.

WICKED

Everyone Deserves the chance to Fly

Cynthia Erivo, Ariana Grande, Jonathan Bailey

Universal Studios

Directed by Jon M. Chu

Rated PG; 142 Minutes; 2024

“Wicked” tells the story of future Wicked Witch of the West and her relationship with Glinda, the Good Witch of the North. The first of a two-part feature film adaptation of the Broadway musical.

MOANA 2



Animated Feature

Voices by: Dwayne Johnson, Alan Tudyk, Auli'i Cravalho

Walt Disney Pictures

Directed by David G. Derrick Jr., Jason Hand

Rated PG; 100 minutes; 2024

After receiving an unexpected call from her wayfinding ancestors. Moana must journey to the far seas of Oceania and into Dangerous. Long-lost waters for an adventure unlike anything she's ever faced.

The Wild Robot



Animated Feature

Voices by: Lupita Nyong'o, Pedro Pascal, Catherine O'Hara

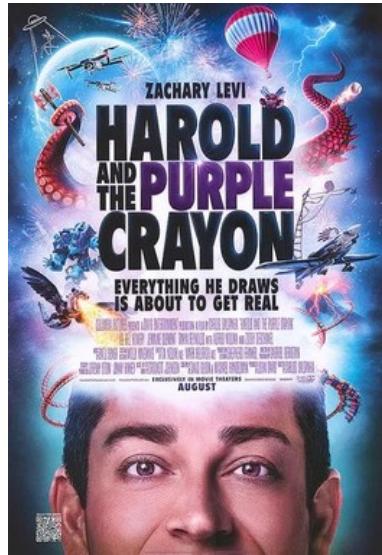
Universal Studios

Directed by Chris Sanders

Rated PG: 101 Minutes; 2024

After a Shipwreck, an intelligent robot called Roz is stranded on an uninhabited island. To survive the harsh environment, Roz interacts with the island's animals and cares for an orphaned baby goose.

Harold and The Purple Crayon



Zachary Levi, Lil Rel Howery, Zooey Deschanel

Sony Pictures

Directed by Carlos Saldanha

Rated PG; 92 Minutes; 2024

A young boy named Harold embarks on a magical mission with the help of his purple crayon.



TO: Mayor and City Council

FROM: Sara Egan, City Secretary

DATE: March 3, 2025

ITEM: 10

DESCRIPTION: Consider approving the City Council meeting minutes: February 20, 2025 and February 24, 2025.

RECOMMENDATION

Recommend approval of meeting minutes.

ATTACHMENTS

1. [2025-02-20 MIN CC](#)
2. [2025-02-24 MIN CC](#)



City of Seagoville

Meeting Minutes

City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Thursday, February 20, 2025

6:00 PM

Council Chambers

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

Presiding Officer: Mayor Lackey Sebastian

Also present were Interim City Manager Cindy Brown, City Attorney Victoria Thomas, and City Secretary Sara Egan.

The City Council of the City of Seagoville met in a Special Meeting on Thursday, February 20, 2025 at 6:00 PM in the City Hall 702 N. Hwy 175 Seagoville, Texas 75159.

1. Call to Order

Mayor Sebastian called the meeting to order at 6:00 p.m.

2. Invocation and Pledge of Allegiance

Councilmember Magill led the invocation followed by the pledge of allegiance.

Mayor Sebastian recessed the open meeting to convene into the Executive Session at 6:01 p.m.

3. The City Council will convene into closed Executive Session pursuant to the Texas Government Code Section 551.074 Personnel Matters, to discuss proposals by institutions of recruitment search for candidates for the office of City Manager.

Mayor Sebastian reconvened into the open meeting at 6:22 p.m.

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

Councilmember Hernandez made a motion to authorize the Interim City Manager to negotiate and execute a service agreement with DC Municipal Consulting for the position of City Manager, seconded by Councilmember Hernandez. The motion passed unanimously (5/0).

5. Adjourn

Mayor Sebastian adjourned the special meeting at 6:23 p.m.

APPROVED:

ATTEST:

Lackey Stepper Sebastian, Mayor

Sara Egan, City Secretary



City of Seagoville

Meeting Minutes

City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, February 24, 2025

6:30 PM

Council Chambers

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

Presiding Officer: Mayor Lackey Sebastian

Also present were Interim City Manager Cindy Brown, City Attorney Victoria Thomas, and City Secretary Sara Egan..

The City Council of the City of Seagoville met in a Regular Meeting on Monday, February 24, 2025 at 6:30 PM in the City Hall 702 N. Hwy 175 Seagoville, Texas 75159.

WORK SESSION - 6:30 PM

1. Call to Order

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

2. Receive a presentation on the 2024 Racial Profiling Report.

Dr. Alex Del Carmen was not able to join the meeting and provided a video presentation of the annual racial profiling report.

Police Chief Ray Calverley stated the departments exemplary conduct is a team effort.

3. Receive a presentation of FY 2025 1st Quarter Financials. Director of Finance Gail French provided a presentation.

4. Receive an update regarding proposals for park improvements.

Director of Public Works Chris Ryan presented the proposals provided in the packet.

City Council provided direction to include the three proposals in the upcoming budget process for the next fiscal year.

5. Discuss Regular Session agenda items.

Councilmember Magill and Councilmember Hernandez inquired on items 13 and 14 under the consent agenda and the vendor selection process.

Building Official Kailey Lampkin explained Historically Underutilized Business (Statewide HUB Program) were sought with very few responses to no responses documented. She also stated the vendors selected previously provided services which resulted favorably for the City.

Councilmember Magill emphasized the importance to allow local service providers an opportunity to submit their proposals for services.

City Attorney Victoria Thomas reminded that the City Council procurement laws set the conditions based on purchasing amounts the requirements of seeking bids or proposals. Councilmember Hernandez suggested the items be approved under the consent agenda and review of the purchasing policy to consider including local service providers.

Councilmember Magill agreed and there were no other objections.

6. Adjourn

Mayor Sebastian adjourned the regular meeting at 7:24 p.m.

REGULAR SESSION - 7:00 PM

7. Call to Order

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

8. Invocation and Pledge of Allegiance

Mr. Chris Knowles provided the invocation and City Council led the pledge of allegiance.

9. Mayor's Report

- The new Police Department building will reschedule their opening in March and it will be announced.
- Building 3 of the Malloy Bridge Apartments received their Temporary CO.
- Visit the Library for activities of all ages from story time to teen nights and upcoming reading programs.

10. Public Comments

1. Tangula Young and Jeff Renz, KB Home representatives, introduced themselves to the City Council and community. Ms. Young stated phase one is complete with 108 homes and phase two is underway. KB Home offers 9 different layout or plans for homes starting at approximately \$295 thousand.

Consent Agenda

Mayor Pro Tem Epps made a motion to approve Consent Agenda items 11-18, seconded by Councilmember Grimes. The motion passed unanimously (5/0).

11. Consider approving the City Council meeting minutes: February 3, 2025 and February 10, 2025.
12. Consider a Resolution authorizing the Mayor to accept and file the Police Department's 2024 Racial Profiling Report.
Resolution No. 2025-08
13. Consider a Resolution approving a generator maintenance service agreement with Sluder Emergency Power Services, LLC for preventative maintenance for the City Hall generator for a one-year term and three automatic one-year renewal terms, each for compensation of two thousand two hundred seven dollars (\$2,207.00); and authorizing the Interim City Manager to execute said agreement.
Resolution No. 2025-09
14. Consider a Resolution approving an agreement with Evolution Mechanical and Controls, LLC for heating, cooling, and operational inspections for a one-year term with three automatic one-year renewal terms for compensation not to exceed three thousand seven hundred dollars and fifty-five cents (\$3,700.55) for the initial term, to increase by three (3%) percent for each renewal term; and authorizing the Interim City Manager to execute said agreement.
Resolution No. 2025-10
15. Consider a Resolution accepting a 0.003 acre drainage easement and a 15' wide 0.019 acre drainage easement, both from Paul D. Edmonds and Rhonda Edmonds as Grantors; providing for the recording of said easement along with a certified copy of this Resolution in the real property records of Dallas County, Texas as a deed.
Resolution No. 2025-11
16. Consider a Resolution accepting a 0.896 acre sanitary sewer easement from Meritage Homes of Texas, LLC and GRBK Edgewood, LLC as Grantors; providing for the recording of said easement along with a certified copy of this Resolution in the real property records of Dallas County, Texas as a deed.
Resolution No. 2025-12
17. Consider a Resolution revising the signatory authority of American National Bank.
Resolution No. 2025-13

18. Consider a Resolution designating and authorizing the Interim City Manager as the Grantee's authorized official for Grant Number 5092601 Titled, Safer City Program and authorizing the submission of the grant application to the Office of Governor, Criminal Justice Division.

Resolution No. 2025-14

Public Hearing

19. Conduct a public hearing and consider an Ordinance amending the Comprehensive Zoning Ordinance and Map by granting a change in zoning for an approximately 7.2086 acre tract of land situated in the Wyatt Barnet Survey, Abstract No. 189, City of Seagoville, Dallas County, Texas, and being more commonly known as 123 Cundiff Drive from R-5 Single Family Dwelling District to (R-5) to Planned Development with a base zoning of R-5 Single Family Dwelling District (PD-01-2025); Providing for the approval of a Site Plan; and providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

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

Director of Community Development Bill Medina briefed the City Council on the request by the applicant to allow for two additional single family homes to be constructed at the subject property. Access to the new homes will be served by a driveway which will tie into the existing gravel driveway.

Councilmember Hernandez suggested providing the option for an asphalt driveway and screening. After some discussion, the screening was not necessary.

Mr. Jeff Burkham, owner and applicant, expressed his intentions with the property and family use.

There were no other speaker, Mayor Sebastian closed the public hearing at 7:20 p.m. Mayor Pro Tem Epps made a motion to approve agenda item 19 with the allowance for an asphalt driveway, seconded by Councilmember Grimes. The motion passed unanimously (5/0).

Ordinance No. 2025-02

Regular Agenda

20. Discuss and consider a Resolution ratifying emergency repairs of the roadway in the 2800 block of Seagoville Road; and authorizing the Interim City Manager to make payment to C&M Concrete in an amount not to exceed sixty four thousand six hundred and zero cents (\$64,600.00); and execute any and all documents necessary.

Mr. Ryan briefed City Council on the emergency repairs.

Councilmember Magill made a motion to approve agenda item 20, seconded by Councilmember Howard. The motion passed unanimously (5/0).

Resolution No. 2025-15

21. Items of community interest and councilmember reports.

Section 551.0415 of the Texas Government Code, the City Council or City Administration may report information on the following items: 1) express thanks, congratulations, or condolences, 2) information about holiday schedules, 3)recognition of individuals, 4)reminders about upcoming City events, 6) announcements involving an imminent threat to public health and safety.

There were no reports.

EXECUTIVE SESSION

22. The City Council will convene into closed Executive Session pursuant to the Texas Government Code Section 551.074 Personnel Matters, to deliberate the recruitment, employment, and duties of a public officer or employee, to wit: City Manager.

City Council did not discuss agenda item 22.

REGULAR SESSION

23. Take any action as a result of Executive Session.

No Executive Session was held.

24. Discuss future agenda items

Councilmember Epps mentioned adding power supply for vendors for annual events.

Councilmember Magill mentioned reviewing the procurement policy.

25. Adjourn

Mayor Sebastian adjourned the regular meeting at 7:24 p.m.

APPROVED:

ATTEST:

Lackey Stepper Sebastian, Mayor

Sara Egan, City Secretary



TO: Mayor and City Council

FROM: Kailey Lampkin, Chief Building Official

DATE: March 3, 2025

ITEM: 11

DESCRIPTION: Consider a Resolution approving a cleaning service agreement with Jani-Care Cleaning Solutions, Inc. for cleaning and sanitizing services for the Seagoville City Hall and the Seagoville Senior Citizen Center for an initial one year term and three one-year automatic renewal terms, for compensation of \$3,200.00 per month during the initial term and a two (2%) percent increase for each renewal term; and authorizing the Interim City Manager to execute said agreement.

INTRODUCTION

Consider a resolution approving a cleaning service agreement with Jani-Care Cleaning Solutions Inc. for cleaning and sanitizing services at City Hall and the Senior Citizen Center.

BACKGROUND

This is to implement a contract for cleaning and sanitizing services at City Hall and the Senior Center. The agreement is for a one year term and three automatic one-year renewal terms.

RECOMMENDATION

Staff recommends approval.

FINANCIAL IMPACT

\$3,200 per month for the initial one year term and to increase two (2%) percent for each renewal term.

ATTACHMENTS

1. [RES - Jani-Care Cleaning Solutions](#)
2. [Jani-Care Cleaning Solutions Inc. Agreement](#)
3. [Jani-Care Propsal](#)

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A CLEANING SERVICE AGREEMENT WITH JANI-CARE CLEANING SOLUTIONS, INC. FOR CLEANING AND SANITIZING SERVICES FOR THE SEAGOVILLE CITY HALL AND THE SEAGOVILLE SENIOR CITIZEN CENTER FOR AN INITIAL ONE YEAR TERM AND THREE ONE-YEAR AUTOMATIC RENEWAL TERMS, FOR COMPENSATION OF \$3,200.00 PER MONTH DURING THE INITIAL TERM AND A TWO (2%) PERCENT INCREASE FOR EACH RENEWAL TERM; AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Seagoville ("City") requires cleaning and sanitizing services for the City Hall and the Seagoville Senior Citizens Center; and

WHEREAS, City staff has determined that entering into contract for such cleaning and sanitizing services with Jani-Care Cleaning Solutions, Inc. which is terminable upon 30 days written notice with or without cause will be advantageous to the City; and

WHEREAS, the City Council for the City of Seagoville, Texas finds it serves the general welfare, health, and safety of the citizens of the City to approve the Service Agreement for cleaning and sanitizing services for City Hall and the Senior Citizen Center with Jani-Care Cleaning Solutions, Inc.;

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

Section 1. The Service Agreement for cleaning and sanitizing services with Jani-Care Cleaning Solutions, Inc., in substantially the form of that attached hereto and incorporated herein by this reference as Exhibit "A" is hereby approved on the terms and conditions and for the compensation stated therein and the City Manager is hereby authorized to execute the Service Agreement on behalf of the City.

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

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

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

PASSED AND APPROVED by the City Council of the City of Seagoville, Texas this ____ day of January, 2025.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Chris Metcalf, Asst. City Attorney
4927-4705-1278, v. 3-2720, v. 1

EXHIBIT A
Jani-Care Cleaning Solutions Service Agreement
[to be attached]

4927-4705-1278, v. 3

STATE OF TEXAS § **CLEANING SERVICES AGREEMENT**
COUNTY OF DALLAS §

This Cleaning Services Agreement (“Agreement”) is made by and between the City of Seagoville, Texas (“City”) and Jani-Care Cleaning Solutions, Inc. (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to render cleaning and sanitizing services for Seagoville City Hall and the Seagoville Senior Citizen Center for an initial one year term and three one-year automatic renewal terms, for compensation of \$3,200.00 per month during the initial term and a two (2%) percent increase for each annual renewal term thereafter, said services being more particularly described in Exhibit "A" (which is attached hereto and incorporated herein;

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

Article I

Term

1.1 The Term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue for a period of one (1) year (the "Initial Term"), and shall automatically renew for up to three (3) one-year renewal terms (each a "Renewal Term"), for compensation not to exceed \$3,200.00 per month for each month of the Initial Term, to increase by two (2%) percent for each annual renewal term, unless sooner terminated as provided herein. Collectively the Initial Term and any applicable Renewal Terms shall be referred to collectively as the "Term."

1.2 During the Term of this Agreement, either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination, Contractor shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article II

Contract Documents

2.1. This Agreement consists of the following items:

(a) This Agreement; and

(b) Contractor's Proposal and Scope of Services (attached hereto and incorporated herein by this reference as Exhibit "A").

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

Article III Scope of Services

The Parties agree that Contractor shall perform the services specifically set forth in Exhibit "A".

Article IV Schedule of Work

Contractor agrees to commence services upon execution of this Agreement and to complete the required services in accordance with the schedule set forth on Exhibit "A."

Article V Compensation

5.1 City shall compensate Contractor for services provided during the Term of this Agreement as set forth in Article I of this Agreement and its Exhibit "A."

5.2 City shall pay Contractor within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

5.3 Contractor shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article VI Devotion of Time; Personnel; and Equipment

6.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of services required under this Agreement.

6.2 To the extent reasonably necessary for Contractor to perform the services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

Article VII **Suspension of Work**

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

Article VIII **Availability of Funds**

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of services delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article IX **Insurance**

9.1 Procurement and Evidence of Insurance. Prior to commencing the Services and continuing until all Services to be performed under this Agreement have been completed, Contractor shall purchase and maintain insurance with a company or companies qualified to do business in Texas and rated at least "A" by AM Best or other equivalent rating service. Each policy and renewals or replacements thereof shall provide that it will not be canceled, non-renewed or material change except with thirty (30) days advance written notice ten (10) days for non-payment of premium) to City. Evidence of such insurance shall be provided to City by delivering certificates of insurance.

9.2 Coverage and Limits. The insurance required under this paragraph shall provide for the following coverages and limits:

- (a) Workers' compensation and employers' liability insurance as required by applicable law and the Special Provisions to this Agreement.
- (b) Commercial general liability insurance for bodily injury and property damage, including limited contractual liability coverage in not less than the following amounts:
 - i. General Aggregate Limit \$2,000,000 each occurrence and
 - ii. Each Occurrence Limit \$1,000,000 each occurrence.

(c) Commercial automobile liability insurance coverage, including non-owned and hired, covering all owned, hired or non-owned vehicles including the loading or unloading thereof with limits not less than \$1,000,000.

(d) Umbrella liability insurance covering all operations with limits of liability not less than:

Bodily Injury and Property Damage Liability
\$5,000,000 each occurrence
\$5,000,000 aggregate

Article X **Indemnification**

10.1 CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE) AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS AGREEMENT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES AND OTHER PERSONS.

10.2 IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CITY AND CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF CONTRACTOR'S OWN NEGLIGENCE.

10.3 CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS

OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.

10.4 CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIAL MEN AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREIN ABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.

10.5 In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or all of its own defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of Contractor's obligation to indemnify City pursuant to this Agreement. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this Agreement. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and Contractor shall be liable for all costs incurred by City.

**Article XI
Miscellaneous**

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

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

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

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Dallas County, Texas. Subject to and without waiving any available immunities, the Parties otherwise agree to submit to the personal and subject matter jurisdiction of said Court.

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

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

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

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received on the date of confirmed delivery by courier, telefax or facsimile or three (3) days after the date of deposit into the U.S. mail, first class postage pre-paid:

If intended for City, to:

Cindy Brown
Interim City Manager
702 N Hwy 175
Seagoville, Texas 75159
Phone: (972) 287-2005

With a copy to:

Victoria Thomas
Nichols | Jackson, LLP
500 North Akard, Suite 1800
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Contractor:

Jani-Care Cleaning Solutions, Inc.
P. O. Box 872181
Mesquite, Texas 75187
Phone: (469) 779-3999

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

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

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

(signature page to follow)

EXECUTED this _____ day of _____, 2025.

City of Seagoville, Texas

By:

Cindy Brown, Interim City Manager

Approved as to form:

By: _____

Chris Metcalf, Asst. City Attorney
(04-20-2018:TM98477)

EXECUTED this _____ day of _____, 2025.

Jani-Care Cleaning Solutions, Inc.

By: _____

Name: _____

Title: _____

EXHIBIT "A"
Jani-Care Proposal – Scope of Services
[to be attached]

4910-8893-7489, v. 1



December 23, 2024

Seagoville City Hall & Senior Center
Attention: Kailey Lampkin
702 N. Hwy. 175
Seagoville, TX 75159

Dear Kailey,

Thank you for allowing Jani-Care Cleaning Solutions the privilege to provide you with a cleaning proposal. We are excited about the opportunity of serving you as a new client. Included in this proposal, you will find a copy of our liability insurance for our mutual protection. Please don't hesitate to ask any questions or request any modifications that you see are needed.

Enclosed please find the Service Agreement and Scope of Work for Seagoville City Hall and Senior Center. We unconditionally guarantee all services.

With the following services provided 5 times per week, our charges for cleaning your facilities are only: \$3,200.00 monthly.

Why Jani-Care?

Here are 7 reasons to do business with Jani-Care Cleaning Solutions;

1. We Value People First – Caring for both clients and our team members is at the core of our culture. This, results in lower turnover, more motivated team members and better service for our clients.
2. Competitive Pricing – We work on smaller margins than most companies. Since we have no franchise fees to pay, and low overhead, we pay living wages to our team members and can still pass great savings on to our clients. If for some reason you feel our price is not competitive, please let us know and give us the opportunity to fix it. We want your business!

3. No Long-Term Contracts Required – Read our short and simple Service Agreement. You won't find any traps or fine print. We have enough faith in the work we provide to not need to utilize any legal trickery. Our simple agreement asks for a 30 day notice if you decide to discontinue for any reason. Many of our competitors only offer annual agreements and some even renew automatically if you forget to cancel on time.
4. Our systems driven business model is second to none in customer satisfaction! Our certified cleaning crews get it done right the first time.
5. We are not a franchise or a broker. We don't sell your contract to another business. We always know who is in your building. Our business model is based on retaining you as a long term client. Far too many janitorial companies put all their emphasis on selling instead of quality operations.
6. Jani-Care cleaners are background checked, uniformed, and certified to be properly trained in all aspects of Jani-Care policies and procedures.
7. ***WE CARE ABOUT CLEAN!*** Caring about “clean” is evident in all we do for you, your staff, your customers, and for our teams as well. Just try us and see for yourself!

Our Pledge To You!

- Jani-Care will always make sure we understand and promptly respond to your needs.
- Jani-Care will consistently provide the best service in the marketplace through our use of:
 1. Certified Cleaning Crews
 2. Communication Logbooks
 3. Regular On-Site Inspections
 4. Telephone & Email Contact
 5. Hands-On Working Supervisors

Thank you again for this opportunity to earn your business. If there is anything that we have failed to do to become your next cleaning provider, please let us know immediately so we can fix it. We want Jani-Care Cleaning Solutions to be the best cleaning company you have ever done business with!

Service Agreement

Jani-Care Cleaning Solutions will supply janitorial and maintenance services for client at:

Seagoville City Hall & Senior Center
702 N. Hwy. 175
Seagoville, TX 75159

THIS AGREEMENT, made by and between Jani-Care Cleaning Solutions and Seagoville City Hall and Senior Center on _____, 202__.

Whereas: Jani-Care Cleaning Solutions request to contract with client for said services and agrees to the following:

Scope of Work / Frequency of Tasks

Janitorial Services – Services shall be provided, Five times per week, Mon-Thurs after 630pm and Fri is Library/Lobby and Lobby Restrooms Only after 130pm on approximately 19,741 sq ft. which includes 2 bldgs, 2nd bldg is across the hwy. Senior Center kitchen floor only and open room must remain in the same set up after floors are done. **Put trash at curb on Tue night.**

Each Visit (unless otherwise noted) Jani-Care Cleaning Solutions shall:

- Spot clean all entry/interior door, partition glass and entry windows to remove smudges
- Dust and organize, entry/reception area to ensure cleanliness, straighten furniture and literature
- Empty and reline trash containers, spot clean as needed
- Empty shredder containers
- Disinfect light switches, and door knobs/handles/push plates
- Sweep and mop all hard surface floors
- Vacuum all carpeted surfaces, including mats/rugs
- Clean and disinfect kitchen/break area sinks, counters, chairs, tables, microwave interior, wipe exterior of all appliances.
- Completely clean, stock, and disinfect all restroom area dispensers, fixtures, counter areas, and floors, top to bottom. This includes all glass, mirrors. Special attention will be paid to detail, this includes toilet and sink sides and bottoms
- Spot clean all restroom walls, doors and partitions

Once per Week

- Dust and spot clean counters / window sills, ledges, open desk areas and all other horizontal surfaces less than 60". Items will not be picked up or moved. Including printers, monitors and other shared office equipment.
- Sweep outside front entrance, remove spider/cobwebs
- Empty front/back entrance trash and reline container if applicable

Once per Month

- Spot dust lower areas as needed like chair and table legs, etc
- Dust all blinds, if applicable
- High dust ceilings and vents for cobweb removal
- Dust and clean all baseboards
- Dust any horizontal surfaces above 60"
- Inspect walls and spot clean as needed

Once per Quarter

- Buff entry foyer floor

General Cleaning Requirements (all areas)

Specified lights will be turned off each visit to conserve electricity. Thermostats will be adjusted as instructed. All specified doors and windows will be secured, with alarms set as required. Janitorial closet (if applicable), shall remain clean and organized at all times. Non-working electrical, broken hardware or any noticeable damage will be reported immediately to the client.

Additional Pricing
Strip/Wax - \$TBD

Continue on next page ...

Mutual Agreements

1. Cleaning Supplies and Consumable Products

Jani-Care Cleaning Solutions will provide all products and equipment required for cleaning. Client shall be responsible for providing consumable products such as trash liners, toilet tissue, paper towels and hand soap, unless otherwise agreed in writing.

2. Changes in Level of Service

If client desires to increase or decrease the level of services provided by Jani-Care Cleaning Solutions, both parties will base it upon mutual agreement in writing.

3. Length of Agreement – 30 Day Notice Requirement

This agreement shall continue on a month to month basis, and may be terminated by either party for any cause with 30 days written notice. In the event that client fails to provide a 30 day written notice, for any reason other than non-performance, client agrees to pay 100% of the monthly rate as an early termination fee. To document ongoing non-performance, Client must have provided Jani-Care with written notice of the same specific defect on more than two instances within a 60-day period.

Client Initials _____

4. Agreement Not to Hire or Contract Jani-Care Staff

Client hereby agrees not to hire or contract with any Jani-Care Cleaning Solutions employee or contractor outside this Agreement, and for a period of two (2) years after the termination of this agreement. Client agrees to pay Jani-Care Cleaning Solutions the amount of five (5x) times the monthly billing of this contract as liquidated damages in the event Client violates this covenant.

Client Initials _____

5. Payment Policy & Terms

Client shall be invoiced in advance at the beginning of each month that service is to be provided. Payment is due no later than the fifth (5th) of the following month. Any late payments shall be subject to a 5% (five percent) late fee added to the next monthly invoice and shall accrue interest at the rate of 5% (five percent) each month.

Client Initials _____

6. Annual Cost Adjustment

Client agrees that Jani-Care Cleaning Solutions shall increase the monthly billing by a total of two percent (2%) AFTER the one year anniversary of start of services, and each subsequent annual anniversary of your initial service date. In other words, Client price will automatically increase two percent per year, about \$64 per month after one year.

Client Initials _____

7. Cost

In consideration of the faithful performance of Jani-Care Cleaning Solutions of the duties described herein, client agrees to pay to Jani-Care Cleaning Solutions the total minimum monthly sum of:

THREE-THOUSAND-TWO HUNDRED DOLLARS (\$3,200.00)
PER MONTH
FOR 5X PER WEEK SERVICES

PRICE DOES NOT INCLUDE APPLICABLE STATE OR LOCAL TAXES
PRICE DOES NOT INCLUDE PAPER PRODUCTS, CAN LINERS OR HAND SOAP.

This agreement is hereby accepted, I certify that I am authorized to enter into this transaction on behalf of my company or business.

Service shall commence on _____, 202__.

Jani-Care Cleaning Solutions
P.O. Box 872181
Mesquite, TX 75187

Seagoville City Hall & Senior Center
702 N. Hwy. 175
Seagoville, TX 75159

Signature _____
Nick Mandrones

Authorized Name _____

Date _____

Client Signature _____

Date _____



TO: Mayor and City Council

FROM: Kirk McDaniel, Director of Economic Development

DATE: March 3, 2025

ITEM: 12

DESCRIPTION: SECOND READING: Discuss and consider a Resolution approving the Economic Development Project between the Seagoville Economic Development Corporation and Oscarthebarber, LLC, a Texas Limited Liability Company, doing business as Praise the Razors Barbershop, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the parties; and providing an effective date.

INTRODUCTION

Consider approving an Economic Development Agreement with Mr. Quezada for expansion of his second barbershop.

BACKGROUND

Oscar Quezada opened his original Barbershop at 2629 Seagoville Road, and quickly outgrew its initial location. Looking for a place to expand, Mr. Quezada found a location at 950 East Malloy Bridge Road, near the Chick-Fil-A. There are significant costs related to building out the site, and he requested a grant to assist with that project.

RECOMMENDATION

Staff recommends approval.

FINANCIAL IMPACT

Reimbursement Grant of up to \$25,000.00 for costs related to build out and/or installation of plumbing, HVAC, and electrical elements.

ATTACHMENTS

1. [RES - SEDC Project](#)
2. [Incentive Agreement - Praise the Razors Barbershop](#)

CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND OSCARTHEBARBER, LLC, A TEXAS LIMITED LIABILITY COMPANY, DOING BUSINESS AS PRAISE THE RAZORS BARBERSHOP, 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 development, retention, or expansion of business enterprises within the City with Oscarthebarber, LLC, a Texas limited liability company, doing business as Praise the Razors Barbershop, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”) and

WHEREAS, the City Council has determined that the Project contemplated by SEDC under the terms and conditions set forth in the Economic Development Incentive Agreement is suitable or required for development, retention or expansion of business enterprises within the City and 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 Oscarthebarber, LLC, a Texas limited liability company, doing business as Praise the Razors Barbershop 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 ____ day of _____, 2025.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Chris Metcalf, Asst. City Attorney

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

4916-1040-1046, v. 1

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

This Economic Development Incentive Agreement (“Agreement”) is made by and between Oscarthebarber, LLC, a Texas limited liability company doing business as Praise the Razors Barbershop (“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 currently operates a barbershop located at 2629 Seagoville Road in the City of Seagoville and due to high client demand, desires to expand its business operations through the leasing and buildout of an approximately 1800 square feet barbershop at an additional location of 950 East Malloy Bridge Road in the City of Seagoville, Texas (the "Property") for which Company has executed a five (5) year lease with options for extensions thereof; and

WHEREAS, Company has advised the SEDC that the total cost of the desired expansion is estimated to be over \$250,000.00 and that a contributing factor that would induce Company to continue and expand its operations through leasing, buildout, equipping, and operation of the approximately 1800 square feet barbershop at the Property (the "Barbershop") would be an agreement by SEDC to provide an economic development grant to Company to defray a portion of the costs of such expansion; 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:

“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.

“Barbershop” shall mean the Praise the Razors Barbershop location situated in approximately 1,800 square feet at 950 E. Malloy Bridge Road, City of Seagoville, Dallas County, Texas, operated as a barbershop by Company open to and serving the citizens of the City of Seagoville by offering haircut services and sales of related products to the public.

“Commencement of Build-Out” 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 Expansion have been issued by all applicable governmental authorities, and (3) construction and/or installation of the plumbing, HVAC and electrical elements of build-out for the Barbershop have commenced.

“Company” shall mean Oscarthebarber, LLC, a Texas limited liability company, doing business as Praise the Razors Barbershop, which is the lessee of 950 E. Malloy Bridge Road in the City of Seagoville, Dallas County, Texas and the operator of the Barbershop to be located therein.

“Completion of Build-Out” shall mean that (1) Expansion has been substantially completed, (2) a final, permanent certificate of occupancy for the Expansion has been issued, and (3) Company is open and conducting business during normal business hours for Praise the Razors Barbershop in the Expansion.

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

“Expansion” shall mean a new Barbershop facility designed, built-out, equipped, and operated on the Property, said Expansion (1) to be approximately 1,800 square feet and (2) to include build-out and/or installation of plumbing, HVAC and electrical elements required or suitable for the Barbershop.

“Expiration Date” shall mean the fifth (5th) anniversary of Completion of Build-Out.

“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 a reimbursement economic development grant in the amount equal to the costs incurred and paid by Company for the Expansion, as defined herein, not to exceed Twenty-Five Thousand (\$25,000.00) to offset a portion of the costs paid and incurred by Company for the Expansion, to be paid as a reimbursement grant upon presentation of a Payment Request accompanied by receipts or other evidence of expenses and costs paid for the Expansion.

“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.

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

“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 Expansion as Barbershop as that term is defined herein.

“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 the Grant to Company within thirty (30) days after receipt of a Payment Request following Completion of Build-Out.

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 Build-Out. Commencement of Build-Out, as that term is defined herein, shall occur not later than two (2) months after the Effective Date of this Agreement.

4.3 Completion of Build-Out. Completion of Build-Out, as that term is defined herein, shall occur not later than December 31, 2025.

4.4 Required Use. During the term of this Agreement immediately following Completion of Build-Out and continuing thereafter until the Expiration Date Company shall continuously own and occupy the Property and the Expansion 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 one period of not more than thirty (30) days except in connection with, and to the extent of, an event of Force Majeure.

4.5 Continuous Leaseholder Status. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Property, including the Expansion, shall be continuously leased and occupied by the Company.

4.6 Capital Investment. Company's Capital Investment for the Expansion as of the Completion of Construction shall be not less than Fifty Thousand (\$50,000.00) 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 design, build-out, and equipping of the Expansion, as reasonably verified by SEDC, is less than \$50,000.00, the Company shall, within thirty (30) days of receipt by Company of written demand by SEDC, pay the SEDC the difference in value between \$50,000.00 and the final total cost of the design, build-out and equipping of the Expansion 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 and/or 4.3 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 an obligation set forth in section 4.1, 4.4, 4.5, and/or 4.6 hereof during the first year after Completion of Build-Out, Company shall immediately refund to the SEDC an amount equal to one hundred percent (100%) of the Grant received by Company;

- (c) due to a breach of an obligation set forth in section 4.1, 4.4, 4.5, and/or 4.6 hereof during the second year after Completion of Build-Out, Company shall immediately refund to the SEDC an amount equal to eighty percent (80%) of the Grant received by Company;
- (d) due to a breach of an obligation set forth in section 4.1, 4.4, 4.5, and/or 4.6 hereof during the third year after Completion of Build-Out, Company shall immediately refund to the SEDC an amount equal to sixty percent (60%) of the Grant received by Company;
- (e) due to a breach of an obligation set forth in section 4.1, 4.4, 4.5, and/or 4.6 hereof during the fourth year after Completion of Build-Out, Company shall immediately refund to SEDC an amount equal to forty percent (40%) of the Grant received by Company; and
- (f) due to a breach of an obligation set forth in section 4.1, 4.4, 4.5, and/or 4.6 hereof during the fifth year after Completion of Build-Out, Company shall immediately refund to 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.

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

Article VI **Miscellaneous**

6.1 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 EDC
Attn: Kirk McDaniel, Exec. Director
702 N. Highway 175
Seagoville, Texas 75159

With a copy to:

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

If intended for Company:

Oscarthebarber, LLC, d/b/a
Praise the Razors Barbershop
Attn: Oscar Quezeda
2629 Seagoville Road
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 and hereby 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. Any 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.

[Signature Pages to Follow]

EXECUTED on this _____ day of _____, 2025.

**SEAGOVILLE ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Kirk McDaniel, Executive Director

EXECUTED on this _____ day of _____, 2025.

**OSCARTHEBARBER, LLC, A TEXAS LIMITED
LIABILITY COMPANY, D/B/A PRAISE THE RAZORS
BARBERSHOP**

By: _____
Oscar Quezeda, Manager and Owner