



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA  
MONDAY, AUGUST 07, 2017**

**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**

**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 17, 2017 (City Secretary)**

- 2. A Resolution approving the Project Specific Agreement regarding reconstruction and overlay of Malloy Bridge Road, beginning at Cypress Street and ending at Cobb Road, Type "B" streets, made pursuant to Master Road and Bridge Interlocal Maintenance Agreement between Dallas County, Texas and City of Seagoville, Texas in an amount of Forty-Seven Thousand Nine Hundred Fourteen Dollars (\$47,914.00); authorizing the City Manager to execute the agreement on behalf of the City of Seagoville; and providing an effective date. (Community Development)**
- 3. A Resolution of the City Council of the City of Seagoville, Texas approving an addendum extending the term of the Interlocal Agreement with the North Central Texas Council of Governments for Emergency 911 System Service and Equipment, originally approved by the City in July, 2015; and authorizing the City Manager to execute the addendum on behalf of the city; and providing an effective date. (Police Chief)**
- 4. Discuss and consider calling a public hearing on August 21, 2017 and August 28, 2017 to receive citizen input on the proposed FY 2017 – 2018 budget and Tax Rate. (Finance)**
- 5. Discuss and consider a Resolution approving the consent to assignment of Tax Abatement Agreement by and between the Seagoville WF, LLC, Crescent Valley, LLC and Tractor Supply Company; Authorizing the Mayor to execute said agreement; and providing an effective date (H.R. Director/Risk Manager)**
- 6. An Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 21, Article 21.02, Division 9, Fuel Gas Code, Sections 21.02.451 to provide for the adoption of the International Fuel Gas Code, 2018 Edition; providing a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00); providing for severability; providing a savings clause; providing a repealing clause; and providing for an effective date (Community Development)**
- 7. An Ordinance of the City of Seagoville, Texas amending the Code of Ordinances by amending Chapter 21, Article 21.02, Division 8, Mechanical Code, Sections 21.02.401 to provide for the adoption of the International Mechanical Code, 2018 Edition; providing a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00); providing for severability; providing a savings clause; providing a repealing clause; and providing for an effective date (Community Development)**

- 8. An Ordinance of the City of Seagoville, Texas amending the Code of Ordinances by amending Chapter 21, Article 21.02, Division 11, "Existing Building Code", by amending Sections 21.02.551, to provide for the adoption of International Existing Building Code, 2018 Edition; providing a penalty clause and providing for an effective date (Community Development)**
- 9. An Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 21, Article 21.02, Division 7, "Swimming Pool and Spa Code, Sections 21.02.351 to provide for the adoption of the International Swimming Pool and Spa Code, 2018 Edition; providing a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00); providing for severability; providing a savings clause; providing a repealing clause; and providing for an effective date (Community Development)**
- 10. An Ordinance of the City of Seagoville, Texas, Amending the Code of Ordinances by amending Chapter 21, Article 21.02, Division 10, Property Maintenance Code, Sections 21.02.501 to provide for the adoption of the International Property Maintenance Code, 2018 Edition; providing a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00); providing for severability; providing a savings clause; providing a repealing clause; and providing for an effective date (Community Development)**
- 11. An Ordinance of the City of Seagoville, Texas, Amending the Code of Ordinances by amending Chapter 21, Article 21.02, Division 2, Building Code, Sections 21.02.051 to provide for the adoption of the International Building Code, 2018 Edition; providing a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00); providing for severability; providing a savings clause; providing a repealing clause; and providing for an effective date (Community Development)**
- 12. An Ordinance of the City of Seagoville, Texas, Amending the Code of Ordinances by amending Chapter 21, Article 21.02, Division 4, Energy Conservation Code, Sections 21.02.151 to provide for the adoption of the International Energy Conservation Code, 2018 Edition; providing a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00); providing for severability; providing a savings clause; providing a repealing clause; and providing for an effective date (Community Development)**
- 13. An Ordinance of the City of Seagoville, Texas, Amending the Code of Ordinances by amending Chapter 21, Article 21.02, Division 3, Residential Code, Sections 21.02.101 to provide for the adoption of the International Residential Code, 2018 Edition; providing for severability; providing a savings clause; providing a repealing clause; and providing for an effective date (Community Development)**

14. **An Ordinance of the City of Seagoville, Texas, Amending the Code of Ordinances by amending Chapter 21, Article 21.02, Division 6, Plumbing Code, Sections 21.02.301 to provide for the adoption of the International Plumbing Code, 2018 Edition; providing a savings clause; providing a repealing clause; and providing for an effective date (Community Development)**

**REGULAR AGENDA-**

15. **Consider accepting resignation of a member from Planning & Zoning and Keep Seagoville Beautiful; and, conduct interviews with all Board & Commission applicants. City Secretary)**
16. **Conduct the first public hearing to receive input on the proposed annexation of approximately 7,277± feet in length and 80' in width of the recorded public right-of-way of East Malloy Bridge Road, located in Kaufman County, Texas, beginning at its intersection with the northern boundary line of territorial limits of the City of Seagoville, and running north/northeast to its intersection with the southern boundary line of the territorial limits of the City of Seagoville. (HR Director/Risk Manager)**
17. **Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the terms and conditions of the Rights-of-Way Agreement by and between the City of Seagoville and Mobilitie, LLC, which is attached hereto and incorporated herein as Exhibit A, and authorizing the City Manager to execute said agreement; providing for a repealing clause; providing for a severability clause; and providing an effective date (Community Development)**
18. **Discuss and Consider approving an Ordinance of the City Council of the City of Seagoville, Texas adopting a Right-of-Way Management Ordinance to the City Code of Ordinances; establishing regulations for construction, placement, and excavation in rights-of-way and public easements; amending the Master Fee Schedule to adopt fees for the administration of the Right-of-Way Management Ordinance; amending or repealing conflicting Ordinances; providing a severability clause; providing a savings/repealing clause; providing for a penalty of fine; providing an effective date; and providing for the publication of the caption hereof. (Community Development)**
19. **An Ordinance of the City of Seagoville, Texas, adopting the City of Seagoville Design Manual for the installation of nodes and node support poles in the city rights-of-way, pursuant to Texas Local Government Code Chapter 284; and designating design districts for the installation of nodes and nodes support poles, to be designated therein; providing a repealing clause; providing a severability clause; and providing an effective date (Community Development)**

- 20. A Resolution of the City of Seagoville, Texas, approving the terms and conditions, and authorizing the City Manager to execute a Master Interlocal Agreement by and between Dallas County and City of Seagoville for the purpose of transportation improvements on roads inside Dallas County; providing for a repeal of any and all Resolutions in conflict; providing a severability clause; and providing an effective date (Community Development)**
- 21. A Resolution of the City of Seagoville, Texas, accepting the Certified Tax Roll of Dallas and Kaufman County Appraisal Districts, and providing an effective date (Finance)**
- 22. A Resolution of the City Council of the City of Seagoville, Texas, accepting the proposed property Tax Rate for Fiscal Year 2017-2018; accepting the calculation of the Effective Tax Rate; and providing for the publication as provided by the Texas Property Tax Code, and providing an effective date (Finance)**
- 23. Direct staff concerning September 04, 2017 Council Meeting (City Secretary)**
- 24. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**
- 25. 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.**
- 26. Executive Session**

**Recess into Executive Session in compliance with Texas Government Code:**

- (A) Section 551.074; Consultation with the city attorney and/or special legal counsel to seek legal advice concerning the relationship between the City of Seagoville and Seagoville Economic Development Corporation.**
- (B) Section 551.74; Consultation with the city attorney to seek legal advice concerning contemplated or pending litigation: receive legal advice concerning contemplated lawsuit challenging Senate Bill 1004.**

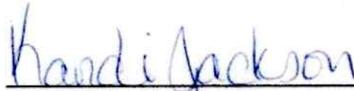
**27. Reconvene Into Regular Session**

**Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.**

- (A) Section 551.074; Consultation with the city attorney and/or special legal counsel to seek legal advice concerning the relationship between the City of Seagoville and Seagoville Economic Development Corporation.**
- (B) Section 551.74; Consultation with the city attorney to seek legal advice concerning contemplated or pending litigation: receive legal advice concerning contemplated lawsuit challenging Senate Bill 1004.**

**Adjourn**

Posted Thursday, August 03, 2017 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 21, 2017 is the next regular City Council meeting.**
- **Monday, August 28, 2017 is a regular City Council meeting.**

# *Consent Agenda Item: 1*

**Meeting Date: August 07, 2017**

*Consider approving City Council Meeting Minutes for July 17, 2017 (City Secretary)*

**ITEM DESCRIPTION:**

Approve Work Session and Regular Session City Council Meeting Minutes for July 17, 2017.

**BACKGROUND OF ISSUE:**

N/A

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval.

**EXHIBITS**

July 17, 2017 Work Session Meeting Minutes  
July 17, 2017 Regular Session Meeting Minutes



**MINUTES OF CITY COUNCIL  
WORK SESSION  
JULY 17, 2017**

**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 17, 2017, 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 Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Alexis Allen, Library Director Liz Gant, HR Director/Risk Manager Cindy Brown, Finance Director Patrick Harvey, Police Captain Steve Davis, Police Support Services Manager Christine Dykes, and City Secretary Kandi Jackson.

**A. Discuss regular session agenda items**

*Pat Stallings asked for any questions concerning consent agenda items 1-3. There were no questions.*

*Pat Stallings stated the regular agenda items would be discussed during regular session to allow time for STAR Transit to present.*

**B. STAR Transit annual report presentation.**

*STAR Transit presented their transportation program to Council.*

**Adjourned at 6:52 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 17, 2017**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:01 p.m. on Monday, July 17, 2017, 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 Patrick Stallings, Police Chief Ray Calverley, Library Director Liz Gant, Community Development Director Ladis Barr, City Attorney Alexis Allen, Finance Director Patrick Harvey, Seagoville Economic Development Director Kirk Clennan, HR Director/Risk Manager Cindy Brown, Police Captain Steve Davis, Police Support Services Manager Christine Dykes, and City Secretary Kandi Jackson.

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

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

**Presentation – Texas Police Chief’s Association Foundation Best Practices Program** – *Jeriahmy Miller presented Chief Calverley and Staff with a certificate of recognition for Texas Law Enforcement Best Practices Program.*

**Mayor’s Report** – *Mayor Childress stated the Police Department had a great foundation to build on and they continue to do that with good leadership. He also stated Dallas County sprayed the City of Seagoville for the West Nile virus. Dallas County also sprayed at the beginning of July.*

**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 June 19, 2017 (City Secretary)**

2. **Consider approving a resolution authorizing Dallas County to resell tax foreclosed properties located at 604 Durham, Seagoville, Texas, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code (City Manager)**
3. **Approval of a Resolution authorizing the City Manager to execute an Interlocal Agreement between the City of Seagoville and Dallas County Health and Human Services for food establishment inspections and environmental health services for Fiscal Year 2017-2018**

*Motion to approve – Magill, second by Epps; motion passed with all ayes.*

#### **REGULAR AGENDA-**

4. **Conduct interviews with Board and Commission applicants (City Secretary)**  
*City Secretary Jackson stated there are a total of three applicants for Boards & Commissions. Two are applying for the Planning & Zoning Commission and one is applying for the Keep Seagoville Beautiful Commission. There are two positions open on the Planning & Zoning Commission and two positions open on the Keep Seagoville Beautiful Commission. She also stated applicant Ritha Edwards was not able to be here tonight, but applicants Brian Williams and Karl Boss are here for any questions. Mayor Childress stated Alexandria Perez is on the Planning & Zoning Committee and will need to be able to leave that position so she can attend school. Ritha Edwards and Brian Williams applied for the two vacancies on the Planning & Zoning Commission. He asked Brian Williams to introduce himself to Council. Applicant Brian Williams stated he is a resident of Seagoville, manages Valvoline Express, and is very community oriented.*  
***Motion made to appoint Ritha Edwards to Place 5 and Brian Edwards to Place 6 on Planning & Zoning Commission – Hernandez, second Magill; motion passed with all ayes.***  
*Mayor Childress stated Karl Boss applied to be reappointed to Keep Seagoville Beautiful Commission and asked him to introduce himself to Council. Applicant Karl Boss stated he has enjoyed being a part of the Keep Seagoville Beautiful Commission and he would like to continue.*  
***Motion made to appoint Karl Boss to Place 7 on the Keep Seagoville Beautiful Commission – Magill, second Howard; motion passed with all ayes.***
5. **Mayor Pro Tem Jon Epps requested this Agenda Item to be placed on the July 17, 2017, City Council Agenda for the purpose of discussing and considering directing the Seagoville Economic Development Corporation (SEDC) to include a policy in their Bylaws regulating the use of the SEDC credit/debit cards by staff.**  
*City Manager Stallings stated Finance Director Harvey is able to include a breakdown of the debit/credit card purchases in the Monthly Report to Council.*  
***Motion to accept Agenda Item #5 – Epps, second Magill.***  
*Councilmember Hernandez requested the motion be amended to not include the breakdown in the By-Laws.*

*Motion to rescind motion to accept Item #5 – Epps, Second Magill.*

*Motion to receive Monthly Itemized Report from finance – Epps, second Magill; motion passed with 4 ayes (Howard, Magill, Fruin, Epps) 1 nay (Hernandez).*

**6. Discuss and consider authorizing City Manager to create a new Planning Technician position (Community Development, Barr)**

*Community Development Director Barr stated the Planning Department is inundated with the number of Developers that are interested in building in the City of Seagoville.*

*In response to a question by Councilmember Fruin, Community Development Director Barr stated by adding this position it would help alleviate his workload.*

*Motion to approve Planning Technician Position – Hernandez, second; motion passed with all ayes.*

**7. Discuss and consider directing staff to work with the Planning and Zoning Commission to present a draft proposal reinstating a U.S. Highway 175 Overlay District (Councilmember Hernandez & Community Development, Barr)**

*Councilmember Hernandez stated he would like to see a neater appearance so he is requesting Planning & Zoning discuss implementing an Overlay District for U.S. Highway 175.*

*Mayor Childress stated the City of Seagoville had an Overlay District for U.S. Highway 175.*

*Motion to direct Staff to work with Planning & Zoning to create a draft proposal for U.S. Highway 175 Overlay District – Hernandez; second Magill; motion passed with 4 ayes (Magill, Fruin, Epps) 1 nay (Howard).*

**8. Consider approval of Ordinance No.13-2017 approving a budget amendment for the Street Maintenance Fund for the fiscal year ended September 30, 2017. (Finance, Harvey)**

*Motion to approve Ordinance No. 13-2017 – Howard, second Magill; motion passed with all ayes.*

**9. Presentation of City of Seagoville’s Nine Month Financial Report for Fiscal Year 2017. (Finance, Harvey)**

*Finance Director Harvey presented the Financial Report for Fiscal Year 2017.*

**10. Discuss and consider directing staff on the selection of the movie to view at the annual “Movie in the Park” event in September (Community Development, Barr)**

*Mayor Pro-Tem Epps chose Despicable Me 3, Councilmember Fruin chose Sing, Councilmember Magill chose A Dog’s Purpose, Councilmember Howard chose A Dog’s Purpose, Councilmember Hernandez chose Beauty and the Beast.*

*Mayor Childress stated with two votes the movie to be viewed at the Annual Movie in the Park Event will be A Dog’s Purpose.*

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

*Mayor Pro-Tem Epps stated since he has been on the City Council the City of Seagoville has come together to make the City a better place.*

- 12. 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.*

**13. Executive Session**

**Recess into Executive Session in compliance with Texas Government Code:**

**(A) Section 551.074; Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney.**

**(B) Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager.**

*Mayor Childress recessed into Executive Session at 7:54 p.m.*

**14. Reconvene Into Regular Session**

**A. Take any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Attorney.**

**B. Take any action as a result of executive session regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, to wit: City Manager**

*Mayor Childress reconvened back into Regular Session at 8:23 p.m. and stated no action to be taken.*

**Adjourned at 8:23 p.m.**

**APPROVED:**

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

**ATTEST:**

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

## ***Consent Agenda Item: 2***

**Meeting Date:** August 07, 2017

### **ITEM DESCRIPTION**

**A RESOLUTION APPROVING THE PROJECT SPECIFIC AGREEMENT REGARDING RECONSTRUCTION AND OVERLAY OF MALLOY BRIDGE ROAD, BEGINNING AT CYPRESS STREET AND ENDING AT COBB ROAD, TYPE "B" STREETS, MADE PURSUANT TO MASTER ROAD AND BRIDGE INTERLOCAL MAINTENANCE AGREEMENT BETWEEN DALLAS COUNTY, TEXAS AND CITY OF SEAGOVILLE, TEXAS IN AN AMOUNT OF FOURTY-SEVEN THOUSAND NINE HUNDRED FOURTEEN DOLLARS (\$47,914.00); AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF SEAGOVILLE; AND PROVIDING AN EFFECTIVE DATE.**

### **BACKGROUND OF ISSUE:**

This Project Specific Agreement (“Agreement”) is entered into by the authority of Chapter 791 of the Texas Government Code and Chapter 251 of the Texas Transportation Code to provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services.

This agreement is presented to City Council as a proposed Project Specific Agreement (“PSA”) to the Master Agreement, under which Dallas County shall provide partial funding for a duly qualified project consisting of the reconstruction and overlay of Malloy Bridge Road beginning at Cypress Street and ending at Cobb Road, located within the territorial limits and jurisdiction of the City of Seagoville.

This agreement is for specific to this project.

### **FINANCIAL IMPACT:**

\$47,914.00

### **EXHIBITS**

Resolution 47-R-2017

Exhibit A

Project Specific Agreement

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

**RESOLUTION NO. 42-R-2017**

**A RESOLUTION APPROVING THE PROJECT SPECIFIC AGREEMENT REGARDING RECONSTRUCTION AND OVERLAY OF MALLOY BRIDGE ROAD, BEGINNING AT CYPRESS STREET AND ENDING AT COBB ROAD, TYPE "B" STREETS, MADE PURSUANT TO MASTER ROAD AND BRIDGE INTERLOCAL MAINTENANCE AGREEMENT BETWEEN DALLAS COUNTY, TEXAS AND CITY OF SEAGOVILLE, TEXAS IN AN AMOUNT OF FOURTY-SEVEN THOUSAND NINE HUNDRED FOURTEEN DOLLARS (\$47,914.00); AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF SEAGOVILLE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on or about May 28, 2013, the City Council for the City of Seagoville, Texas entered into an Interlocal Agreement where Dallas County agreed for qualified road and bridge maintenance projects; and

**WHEREAS**, Chapter 791 of the Texas Government Code and Texas Transportation Code Section 251 provides authorization for local governments to contract with each other for the performance of governmental functions and services, and joint funding of road or street projects; and

**WHEREAS**, the City Council has been presented with a proposed Project Specific Agreement ("PSA") to the Master Agreement, under which Dallas County shall provide partial funding for a duly qualified project consisting of the reconstruction and overlay of Malloy Bridge Road beginning at Cypress Street and ending at Cobb Road, located within the territorial limits and jurisdiction of the City of Seagoville; and

**WHEREAS**, upon full review and consideration of the PSA and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that Mayor should be authorized to execute the Agreement on behalf of the City of Seagoville;

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

**SECTION 1.** The Project Specific Agreement between Seagoville and Dallas County, for the purpose of reconstruction and overlay of Malloy Bridge Road beginning at Cypress Street and ending at Cobb Road, Type "B" streets, in an amount of Sixty-Seven Thousand Nine Hundred Fourteen Dollars (\$47,914.00), a copy of which is attached hereto and incorporated herein as Exhibit "A", is hereby approved.

**SECTION 2.** The City Manager is hereby authorized, on behalf of the City of Seagoville, Texas to sign the Project Specific Agreement attached hereto as Exhibit "A" on behalf of the

City of Seagoville.

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

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this the 7<sup>th</sup> day of August, 2017.

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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Alexis G. Allen, City Attorney



**DALLAS COUNTY**  
**COMMISSIONER DISTRICT 3**  
**JOHN WILEY PRICE**

Attachment (A)

**MALLOY BRIDGE ROAD type B**

From Cobb Rd. to Cypress 5,300 Ft. x 26 Ft. = 15.311Sy. 400 block to 893 block.

Repair various road failures, by milling and removing existing asphalt 2" to 3" deep and relay milled area with type D HMAC. Width may vary.

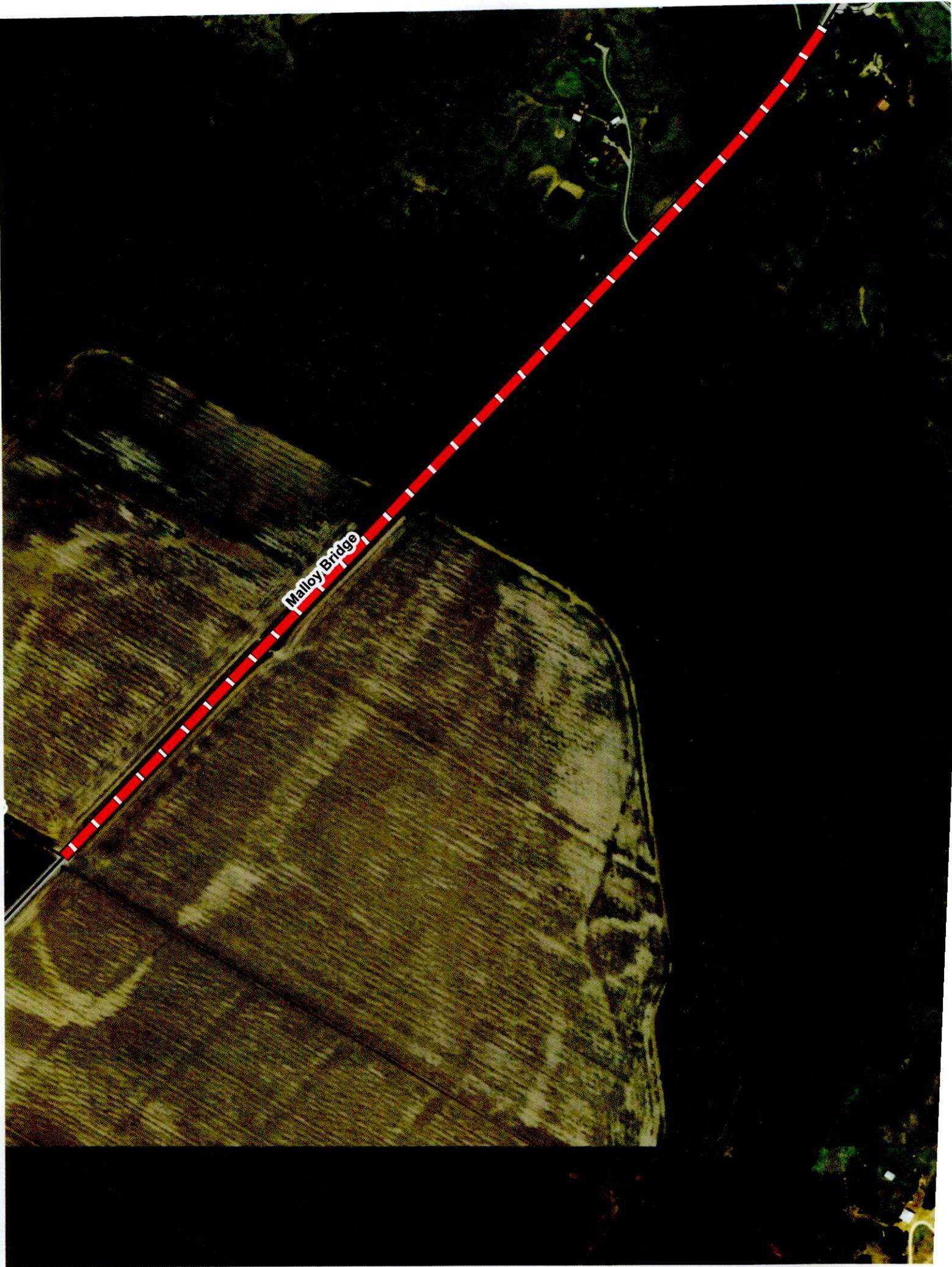
HMAC TYPE D	220 tons	\$77.00	\$16,940.00
CRS2 liquid asphalt	7,700 gals.	\$2.21 per gal.	\$17,017.00
Chat grade 4 cy.	294 cy.	\$44.80 per cy.	\$13,171.00
PHPM-50	200 GALS	\$3.93 per ton	\$786.00
		Total Materials	\$47,914.00

LABOR	\$10,000.00
EQUIPMENT	\$10,000.00
TOTAL PROJECT	\$67,914.00
COUNTY'S COST	\$20,000.00
CITY'S COST	<b>\$47,914.00</b>

CITY TO FURNISH WATER AND ALL UTILITY LOCATES.

LOCATES MUST BE RENEWED AS NEEDED.

IF YOU NEED FURTHER INFORMATION PLEASE CALL 972.225.2378



Malloy Bridge



**DALLAS COUNTY**  
**COMMISSIONER DISTRICT 3**  
**JOHN WILEY PRICE**

To: Jessica Sherman  
Administrative Assistant  
City of Seagoville

From: Roger Miller, Superintendent  
Dallas County, Road and Bridge #3

Date: July 24, 2017

Sub: City approval PSA's

Attached you will find the PSA for the repairs requested included attachments A and B For Malloy Bridge road, beginning at Cypress St. and ending at Cobb. When the PSA's have been approved and signed by the City. Please do not mail, contact me by phone or email. We will also need copies of the Resolution and or Minutes. As included in the PSA upon commencement of the project, the City shall deposit with the County Treasurer, the full amount of City's cost of the project.

**PROJECT SPECIFIC AGREEMENT  
RE: MALLOY BRIDGE ROAD, "TYPE B" PUBLIC ROADWAY -- MADE  
PURSUANT TO MASTER ROAD & BRIDGE INTERLOCAL  
MAINTENANCE AGREEMENT BETWEEN DALLAS COUNTY, TEXAS  
AND CITY OF SEAGOVILLE, TEXAS**

This Project Specific Agreement, (hereinafter "PSA"), supplemental to the Master Interlocal Agreement, is made by and between Dallas County, Texas (hereinafter "County") and the City of Seagoville, Texas (hereinafter "City"), acting by and through their duly authorized representatives and officials, for the purpose of transportation-related maintenance, repairs and improvements to be undertaken on the Streets listed on public roadway in the City of Seagoville ("Project").

**WHEREAS**, Chapter 791 of the Texas Government Code and Chapter 251 of the Texas Transportation Code provides authorization for local governments to contract amongst themselves for the performance of governmental functions and services; and

**WHEREAS**, on or about May 28, 2013, County and City entered into a Master Interlocal Agreement ("Agreement"), whereby County agreed to provide partial funding for such duly qualified "Type B: road and bridge maintenance projects, said projects situated within the territorial limits and jurisdiction of City, and

**WHEREAS**, City now desires County to provide partial funding for such a duly qualified project consisting of Mill, Patch and Chip Seal of designated blocks of enumerated public roadway situated in the City of Seagoville, Texas, as more fully described on Attachment "A".

**NOW THEREFORE THIS PSA** is made by and entered into by County and City, for the mutual consideration stated herein.

**Witnesseth**

**Article I**

**Project Specific Agreement**

This PSA is specifically intended to identify a Project authorized under the Master Agreement. This document sets forth the rights and responsibilities pertaining to each party hereto, and is additional and supplemental to the Master Agreement, and all amendments and supplements thereto, which are incorporated herein. All terms of the Master Agreement remain in full force and effect, except as modified herein. In the event of any conflict between the Master Agreement and this PSA, this PSA shall control.

**Article II**

**Incorporated Documents**

This PSA incorporates, as if fully reproduced herein word for word and number for number, the following items:

1. Master Interlocal Agreement authorized by County Commissioners Court Order. 2013-0947 dated May 28, 2013, and additions thereto as incorporated herein,
2. The Construction Estimate (Attachment "A"), and
3. Map/Diagram of the Proposed Work Site (Attachment "B").

### **Article III**

#### **Term of Agreement**

This PSA becomes effective when signed by the last party whose signature makes the agreement fully executed and shall terminate upon the completion and acceptance of the Project by City or upon the terms and conditions in the Master Agreement.

### **Article IV**

#### **Project Description**

This PSA is entered into by the parties for purpose of jointly identifying and funding repair, maintenance and improvements on duly qualified "Type B" public roadway within the City of Seagoville, Texas. The Project shall consist of mill, patch and chip seal of Malloy Bridge road from Cobb Road to Cypress Street in the City of Seagoville, Texas, (hereinafter "Project"), and as more fully described in Attachments "A" and "B", attached hereto and incorporated herein. The Project is authorized by the aforementioned Master Interlocal Agreement, with the parties' obligations and responsibilities governed thereby, as well as by the terms and provisions of this PSA. The Project will facilitate the safe and orderly movement of public transportation to benefit both the City and County. The City has and hereby does give its approval for expenditure of County funds for the construction, improvement, maintenance, or repair of a street located within the municipality.

### **Article V**

#### **Fiscal Funding**

Notwithstanding anything to the contrary herein, this PSA is expressly contingent upon the availability of County funding for each item and obligation contained herein. City shall have no right of action against the County of Dallas as regards this **PSA**, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this **PSA** as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this **PSA** or failure of any funding party to budget or authorize funding for this **PSA** during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this **PSA**. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this **PSA** is expressly contingent upon the availability of City funding for each item and obligation contained herein. County shall have no right of action against the City as regards this **PSA**, specifically including any funding by City of the Project in the event that the City is unable to fulfill its obligations under this **PSA** as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this **PSA** or failure of any funding party to budget or authorize funding for this **PSA** during the current or future

fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City, at its sole discretion, may provide funds from a separate source or terminate this PSA. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

## **Article VI** **Agreements**

### **I. City's Responsibilities:**

1. Where necessary, City, at its own expense, shall be responsible for the following: (a) informing the public of the proposed reconstruction of the Project; (b) locating all manholes, water valves, and other utilities within the Project, (c) making or causing to be made all utility relocations or adjustments necessary for execution and completion of the Project; (d) acquiring any right-of-way necessary to complete the Project; (e) remediating any hazardous or regulated material, or other environmental hazard in the Project location, (f) funding the purchase of all materials necessary to perform the Project construction.
2. City shall further be responsible for all maintenance when the Project is completed.

### **III. County Responsibilities:**

1. County shall provide labor, manpower and equipment necessary to complete the Project.
2. County shall complete all contemplated services in a good and workmanlike manner.

### **IV. Funding:**

County and City mutually agree that the initial and anticipated Project cost is approximately \$67,914.00 as set forth in Attachment "A". The parties hereto further agree that City shall be responsible to pay \$47,914.00. County shall contribute the remaining amount, in-kind, in the form of labor and equipment in the amount of \$20,000.00. In no event shall County's in-kind contribution exceed Fifty Percent (50%) of the initial and anticipated total Project cost.

City and County further agree as follows:

1. Should the final cost of the Project exceed the initial and anticipated Project costs, City agrees to either reduce the scope of the Project, or to seek additional funding to facilitate its completion. In either event, City shall be solely responsible for all such costs in excess thereof, and County shall bear no additional responsibilities beyond those contemplated herein.
2. Immediately upon the commencement of the Project by County, City shall deposit with the Dallas County Treasurer \$47,914.00, representing the full amount of material cost purchased by Dallas County.

**Article VII**  
**Miscellaneous:**

- I. **Indemnification.** County and City agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Agreement, without waiving any governmental immunity available to County or City or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.
- II. **No Third Party Beneficiaries.** The terms and provisions of this PSA are for the benefit of the parties hereto and not for the benefit of any third party. It is the express intention of County and City that any entity other than County or City receiving services or benefits under this PSA shall be deemed an incidental beneficiary only. This PSA is intended only to set forth the contractual right and responsibilities of the parties hereto.
- III. **Applicable Law.** This PSA is and shall be expressly subject to the County's and City's Sovereign Immunity and/or Governmental Immunity of City, Title 5 of the Texas Civil Practice and Remedies Code, as amended, and all applicable Federal and State Law. This PSA shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action regarding this PSA shall lie in Dallas County, Texas.
- IV. **Notice.** All notices, requests, demands, and other communication under this PSA shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, via e-mail, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

**COUNTY:**

Director of Public Works  
Dallas County  
411 Elm Street, Suite 400  
Dallas, Texas 75202

**and**

Commissioner John Wiley Price  
Road & Bridge District #3  
411 Elm Street, Second Floor  
Dallas, Texas 75202

**CITY:**

Director of Public Works  
City of Seagoville  
702 N. Hwy 175  
Seagoville, Texas 75159

- V. Assignment. This PSA may not be assigned or transferred by either party without the prior written consent of the other party.
- VI. Binding Agreement; Parties Bound. Upon execution by the parties, this PSA shall constitute a legal, valid and binding obligation of the parties, their successors and permitted assigns.
- VII. Amendment. This PSA may not be amended except in a written instrument specifically referring to this PSA and signed by the parties hereto.
- VIII. Counterparts. This PSA 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.
- IX. Severability. If one or more of the provisions in this PSA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not cause this PSA to be invalid, illegal or unenforceable, but this PSA shall be construed as if such provision had never been contained herein, and shall not affect the remaining provisions of this PSA, which shall remain in full force and effect.
- X. Entire Agreement. This PSA embodies the complete agreement of the parties, and except where noted, it shall supersede previous and/or contemporary agreements, oral or written, between the parties and relating to matters in the PSA.
- XI. Contingent. This PSA is expressly subject to and contingent upon formal approval by the Dallas County Commissioners Court and by resolution of the City Council of the City of Seagoville.

The City of Seagoville, State of Texas, has executed the Agreement pursuant to duly authorized City Council Resolution \_\_\_\_\_, Minutes \_\_\_\_\_, dated the \_\_\_ day of \_\_\_\_\_, 2017.

The County of Dallas, State of Texas, has executed this agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF SEAGOVILLE:**

**COUNTY OF DALLAS:**

\_\_\_\_\_  
PAT STALLINGS  
CITY MANAGER

\_\_\_\_\_  
CLAY LEWIS JENKINS  
COUNTY JUDGE

**ATTEST:**

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DARA CRABTREE  
CITY SECRETARY

**APPROVED AS TO FORM:\***  
FAITH JOHNSON  
DISTRICT ATTORNEY



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Sherri Turner  
Assistant District 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. 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).

## ***Consent Agenda Item 3***

***Meeting Date:***        *August 07, 2017*

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGOVILLE, TEXAS, APPROVING AN ADDENDUM EXTENDING THE TERM OF THE INTERLOCAL AGREEMENT WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS FOR EMERGENCY 911 SYSTEM SERVICE AND EQUIPMENT, ORIGINALLY APPROVED BY THE CITY IN JULY, 2015; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ADDENDUM ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.**

### **BACKGROUND OF ISSUE:**

The City of Seagoville opted to become part of the North Central Texas Council of Governments (NCTCOG) Emergency 911 System Service and Equipment Interlocal Agreement in 1991.

The agreement is for a two (2) year period (September 1, 2017 – August 31, 2019) and sets forth certain E-911 provisions as prescribed by the Commission on State Emergency Communication, CSEC (State 911 Commission). The agreement will affect the 13 sheriffs' offices, and 29 police departments operating E-911 Public Safety Answering Points (communications centers) in the NCTCOG 911 service area.

The intent of the agreement is to assure an effective operation of the NCTCOG service area's 911 system, and comply with Commission rules, regulations, and policies.

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS:**

Resolution 44-R-2017

Addendum

Agreement

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

**TEXAS RESOLUTION NO. 44-R-2017**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN ADDENDUM EXTENDING THE TERM OF THE INTERLOCAL AGREEMENT WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS FOR EMERGENCY 911 SYSTEM SERVICE AND EQUIPMENT, ORIGINALLY APPROVED BY THE CITY IN JULY, 2015; AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE ADDENDUM ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Seagoville, Texas recognizes the mutual benefits of cooperative Interlocal Agreements between units of government and Council's of Governments; and

**WHEREAS**, the City Council of the City of Seagoville, Texas recognizes that the City opted to become part of the North Central Texas Council of Governments Emergency 911 System Service and Equipment Interlocal Agreement in 1991; and

**WHEREAS**, pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 of the Texas Government Code, and Subchapter F, Chapter 271 of the Texas Local Government Code, the City Council of the City of Seagoville, Texas, previously approved into an Interlocal Agreement with the North Central Texas Council of Governments, for Emergency 911 System Service and Equipment; and

**WHEREAS**, the City Council of the City of Seagoville, Texas, desires to extend the term of this Interlocal Agreement with North Central Texas Council of Governments; and

**WHEREAS**, the City Council of the City of Seagoville finds it is in the best interest of the citizens of Seagoville to approve the addendum, attached hereto.

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

**SECTION 1.** That the City Council of the City of Seagoville, Texas hereby approves the Addendum, attached hereto, extending the term of the Interlocal Agreement with the North Central Texas Council of Governments, for Emergency 911 System Service and Equipment, for an additional two years; September 1, 2017 through August 31, 2019.

**SECTION 2.** That the City Manager for the City of Seagoville is authorized to execute the Addendum attached hereto on behalf of the City.

**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 in accordance with the provision of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

**DULY PASSED AND APPROVED** by the City Council of the City of Seagoville, Texas, this the 7<sup>th</sup> day of August, 2017.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Alexis G. Allen, City Attorney

**ADDENDUM  
INTERLOCAL AGREEMENT  
WITH NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS  
AND  
City of Seagoville**

This addendum is to extend the termination date of the Interlocal Agreement with the North Central Texas Council of Governments for 9-1-1 Services initiated on September 1, 2015. This addendum will extend the current Interlocal agreement.

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Patrick Stallings  
City Manager

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Mike Eastland, Executive Director  
North Central Texas Council of Governments

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Date

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Date

**INTERLOCAL AGREEMENT BETWEEN THE  
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS AND  
City of Seagoville  
FOR E9-1-1 SERVICE, AND EQUIPMENT**

Article 1: Parties & Purpose

- 1.1 The North Central Texas Council of Governments (hereafter NCTCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. NCTCOG has developed a Strategic Plan (Plan) to establish and maintain 9-1-1 emergency telephone service in State Planning Region 4, and the Commission on State Emergency Communications (CSEC) has approved its current Plan.
- 1.2 City of Seagoville is a local government that operates one or more Public Service Answering Points (PSAPs) that assist in implementing the Plan as authorized by Chapter 771 of the Health and Safety Code.
- 1.3 City of Seagoville (hereafter Local Government) is a local government that is authorized to perform addressing activities under the County Road and Bridge Act.
- 1.4 This contract is entered into between NCTCOG and Local Government under Chapter 791 of the Government Code so that Local Government can participate in the enhanced 9-1-1 emergency telephone system in the region and perform database maintenance activities.
- 1.5 The Commission on State Emergency Communications (CSEC or Commission), as authorized by the Health & Safety Code, Chapter 771, is the oversight and funding authority for regional councils implementing 9-1-1 and addressing/addressing maintenance services through local governments.

Article 2: Stipulations

As required by the Contract for 9-1-1 Services executed between NCTCOG and the CSEC, NCTCOG shall execute Interlocal agreements between itself and its member local governments relating to the planning, development, operation, and provision of 9-1-1 services, the use of 9-1-1 funds and adherence to applicable law and the Commission on State Emergency Communications rules. At a minimum, the parties to this agreement agree:

- 2.1 To comply with applicable provisions of the State of Texas Uniform Grant Management Standards (UGMS);
- 2.2 That NCTCOG and/or the Commission may withhold, decrease, or seek the return of or reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law and/or CSEC Rules;
- 2.3 That Local Government shall return or reimburse NCTCOG and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law and/or CSEC Rules;
- 2.4 That such return or reimbursement of 9-1-1 funds to NCTCOG and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by NCTCOG or Commission, unless an alternative repayment plan is approved by NCTCOG and then submitted to the Commission for approval;
- 2.5 To comply with the Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds; in connection with the provisions of 9-1-1 service (9-1-1 equipment);

- 2.6 To maintain a current inventory of all 9-1-1 equipment consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules;
- 2.7 To reimburse NCTCOG and/or Commission for damage to 9-1-1 equipment caused by intentional misconduct, abuse, misuse or negligence by PSAP employees or other persons; or acts of nature or war, though this provision shall not include ordinary wear and tear or ordinary day to day use of equipment;
- 2.8 That NCTCOG and Local Government shall maintain accurate fiscal records and supporting documentation of all 9-1-1 funds distributed to such Local Government and all 9-1-1 funds spent by such Local Government for 9-1-1 service, with specific detail for 9-1-1 funds received, and consistent with Uniform Grant Management Standards (UGMS), applicable law and/or CSEC Rules, and as approved in NCTCOG's current strategic plan;
- 2.9 That the Commission or its duly authorized representative and NCTCOG shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Local Government or by any other entity that has performed or will perform database maintenance activities;
- 2.10 To recognize that the Commission reserves the right to perform on-site monitoring of NCTCOG and/or its performing Local Government for compliance with applicable law, and NCTCOG and Local Government agree to cooperate fully with such on-site monitoring;

Article 3: Program Deliverables – 9-1-1 & Database Maintenance

Local Government agrees to comply with all applicable law, CSEC Rules and NCTCOG policies, as they pertain to the 9-1-1 Program administered by NCTCOG, in providing the following deliverables to this contract. To the extent that NCTCOG policies are not consistent with applicable law, the applicable law prevails.

Ownership, Transference & Disposition

- 3.1 NCTCOG shall establish ownership of all 9-1-1 and ancillary equipment procured with 9-1-1 funds as defined herein, and located within the Local Government's jurisdiction. NCTCOG may maintain ownership, or it may transfer ownership to the Local Government. Before any such transfer of ownership, NCTCOG will evaluate the adequacy of controls of Local Government to ensure that sufficient controls and security exist by which to protect and safeguard the equipment procured with 9-1-1 funds for the purpose of delivery of 9-1-1 calls. It is understood that the ancillary equipment identified in paragraph 3.2c below, may or may not be procured by NCTCOG on behalf of Local Government, according to NCTCOG's Strategic 9-1-1 Plan.
- 3.2 The basic equipment categories are:
  - a. 9-1-1 Equipment
    - i. Customer Premise Equipment (CPE) – telephone equipment located at the PSAPs which may include telephones, integrated workstations, servers, ANI controllers, software, monitors, gateways, routers and any other equipment necessary for 9-1-1 call delivery to the PSAP;
    - ii. Telecommunications Device for the Deaf (TDD)/Teletypewriter (TTY)
  - b. Ancillary Equipment
    - i. NCTCOG owned ancillary equipment, if applicable

ii. Recorders

- 3.3 Transfer-of-ownership documents shall be prepared by NCTCOG and signed by both parties upon transference of ownership of any ancillary equipment in accordance with UGMS and the State Comptroller of Public Accounts.
- 3.4 The local government shall provide adequate insurance policies on such equipment to provide for the replacement of the equipment in cases of losses due to anything other than daily use and normal wear and tear. The local government shall provide written proof of this insurance to NCTCOG annually.
- 3.5 Local Government is responsible for notifying NCTCOG upon disposition of equipment due to obsolescence, failure, or other planned replacement, transfer documents. Capital Recovery Asset Disposal Notices (as required by CSEC Rule 251.5) shall be prepared by NCTCOG in accordance with UGMS and the State Comptroller of Public Accounts.

Inventory

- 3.6 NCTCOG shall maintain property records, reconciled to the Local Government's general ledger account at least once per year, in accordance with CSEC Rule 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*, UGMS, and the State Property Accounting Policy and Procedures Manual.
- 3.7 The owner of the ancillary equipment, or the party to whom responsibility is assigned, shall cooperate with NCTCOG to provide inventory information for the Annual Certification of 9-1-1 Program Assets, as required by CSEC Rules 251.5, *Guidelines for 9-1-1 Equipment Management, Disposition and Capital Recovery*.
- 3.8 A physical inventory shall be conducted annually by NCTCOG.
- 3.9 Any lost or stolen equipment shall be reported to NCTCOG as soon as possible, and shall be duly investigated by Local Government and NCTCOG immediately.

Security

- 3.10 Local Government will comply with the current Criminal Justice Information Services (CJIS) Security Policy (CJISD-ITS-DOC-08140-5.0) as a minimum-security mandate for Customer Premise Equipment/Integrated or Workstations. A signed copy of the agreement must be available for inspection at all times
- 3.11 Local Government will protect the CPE, ancillary and database Maintenance/GIS equipment by implementing measures that secure the premises (including equipment room) of its PSAPs or addressing office against unauthorized entrance or use.
- 3.12 Local Government will operate within local standard procedures and take appropriate security measures as may be necessary to ensure that non-CSEC approved third-party software applications cannot be integrated into the PSAP(s)' Customer Premise Equipment/Integrated or Workstations as outlined in CSEC Rule 251.7, *Guidelines for Implementing Integrated Services*.
- 3.13 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of NCTCOG. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by NCTCOG.
- 3.14 Local Government will adhere to Health & Safety Code, Section 771.061, Confidentiality of Information, in maintaining all 9-1-1 Addressing databases.

- 3.15 Local Government mandates each person who is authorized to receive, store, process, and/or transmit Customer Premise Information must have a unique identification login and be logged into such equipment identifying their legitimacy for use.
- 3.16 Local Governments shall insure that no personnel access the USB ports on the CPE equipment.

### Maintenance

- 3.17 NCTCOG shall practice preventive maintenance on all NCTCOG owned or leased CPE, ancillary equipment, software, and databases, including, at a minimum, backing up data as necessary. NCTCOG shall also be responsible for any maintenance costs on the before mentioned equipment.
- 3.18 Local Government will maintain 9-1-1 equipment and areas by ensuring cleanliness.
- 3.19 Local Government shall notify NCTCOG Operation Specialist when there is any scheduled maintenance on commercial power backup generator, at least 48 hours prior to work being done.
- 3.20 Local Government shall immediately notify NCTCOG Operation Specialist of any power or generator outages. If the outage affects the 9-1-1 system, trouble reporting procedures should be followed.
- 3.21 For Local Governments that have administrative telephone system integration with NCTCOG 9-1-1 equipment, NCTCOG requires a contingency plan identifying their back-up solution for the administrative telephone system. If a contingency plan is not provided to NCTCOG within 30 days of contract execution, NCTCOG reserves the right to remove the administrative phone lines from the 9-1-1 equipment.
- 3.22 Local Government shall notify the NCTCOG Technical Team by calling 888-311-3911. In addition, the Local Government may utilize one of the following methods:
  - 1. via email to [support@nct911.org](mailto:support@nct911.org)
  - 2. via the Trouble Ticket System (accessed by using the icon on the toolbar)
  - 3. <http://tracker.nctcog.org/scc>

### Supplies

- 3.23 Local Government will purchase supplies necessary for the continuous operation of its 9-1-1 CPE, and Ancillary equipment (i.e. printer supplies and paper).

### Training

Local Government shall:

- 3.24 Provide telecommunicators access to emergency communications equipment training as approved in NCTCOG's Strategic Plan, or as determined by the Local Government.

- 3.25 These telecommunicators shall be scheduled for their 9-1-1 equipment training within 120 days of their hire date.
- 3.26 Ensure that the 9-1-1 telecommunicators receive TDD/TTY training every six months as mandated by the Department of Justice. This can be achieved by completing the on-line TTY refresher modules within 45 days of issuance, or attend the 4 hour TDD/TTY course at NCTCOG, or Local Government hosted training.
- 3.27 Ensure that 9-1-1 PSAP Supervisory personnel or designee attend tri-yearly training/meetings offered at NCTCOG to keep the PSAP updated on current events. A minimum of two meetings per year are required for each PSAP.
- 3.28 Ensure that all telecommunicators have access to the NCTCOG 9-1-1 Training website and abide by TCLEOSE mandated rules and regulations for telecommunicator requirements.
- 3.29 Beginning February 1, 2012, ensure that all telecommunicator attend a 9-1-1 equipment and technology refresher course every 2 years.

Facilities

- 3.30 Local Government shall meet minimum requirement for back room requirements. Must comply with specifications from NCTCOG (See Attachment C). Any expenses associated with this requirement are the responsibility of the PSAP.
- 3.31 Local Government's equipment room and 9-1-1 communications area must maintain a temperature of 65-80 degrees Fahrenheit. Local Government will maintain 9-1-1 equipment and areas by ensuring cleanliness.
- 3.32 Local Government's 9-1-1 equipment room and communications area shall be in compliance with the American with Disability Act of 1990.
- 3.33 Local Government shall provide updated or current access or security policies to NCTCOG.
- 3.34 NCTCOG staff and contracted vendors shall have access to the 9-1-1 equipment room and communications area on a 24 X 7 X 365 basis without prior notice.

Operations

Local Government shall:

- 3.35 Designate PSAP Supervisory personnel or designee and provide related contact information (to include after hour contact information) as a single point of contact for NCTCOG.
- 3.36 Coordinate with NCTCOG in the planning for, implementation and operation of all 9-1-1 equipment.
- 3.37 Monitor the 9-1-1 equipment and report any failures or maintenance issues immediately to the NCTCOG Technical Team through appropriate trouble reporting procedure.
- 3.38 Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month.
- 3.39 Power cycles all 9-1-1 equipment at a minimum of 1 time per week.

- 3.40 Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- 3.41 Log all TDD/TTY calls, and fax copies to NCTCOG by the first of each month. If logs are not received by the 10<sup>th</sup> day of the month, documentation requesting the logs will be sent to the chief/sheriff. Copies should also be made available upon request by NCTCOG and Department of Justice.
- 3.42 Limit access to all 9-1-1 equipment and related data to authorized personnel.
- 3.43 Make no changes to 9-1-1 equipment, software, or programs without prior written consent from NCTCOG.
- 3.44 Make no changes or modifications to any configuration, software, or hardware provided by NCTCOG other than adding the agents and editing the auto-dial feature.
- 3.45 Provide a safe and healthy environment for all 9-1-1 telecommunicators, which enhance proper use and maintenance of 9-1-1 equipment.
- 3.46 Provide upon request any testing documentation or applicable paperwork required by CSEC and NCTCOG within 24 hours.
- 3.47 The PSAP shall keep at least one 10-digit emergency telephone number that is not part of an automated system to be used for 9-1-1 transfer calls and default routing. These numbers shall be answered by a live person 24 hours a day, 7 days a week and should have the ability to be call forwarded. Any change in this 10-digit emergency number shall be reported to NCTCOG in writing.
- 3.48 The PSAP shall report ANI/ALI discrepancies utilizing the tools in the dispatch mapping solution provided by NCTCOG.
- 3.49 Incomplete ANI/ALI Problem Call Reports returned to PSAP shall be completed and faxed back to NCTCOG within 72 hours.
- 3.50 Test calls to clear ANI/ALI Problem Call Reports shall be made by PSAP within 24 hours. Problems shall be reported on a new ANI/ALI discrepancy and submitted via the dispatch mapping solution.
- 3.51 Medical providers and other agencies that require frequent transfers during 9-1-1 calls must have and utilize a toll free transfer number.
- 3.52 Notification of change in medical, law enforcement or fire responders shall be made in writing to NCTCOG at least 45 days prior to change.
- 3.53 Submit a signed Manual ALI Query form to NCTCOG annually and agree to use ALI lookup feature only in the handling and processing of an emergency telephone call.
- 3.54 Each PSAP shall submit an emergency plan for 9-1-1 communications.
- 3.55 The PSAP shall have documented procedures for the transfer of administration lines where call center evacuation is required.
- 3.56 Comply with NCTCOG policy and procedures for PSAP moves/changes posted on the NCTCOG website.
- 3.57 PSAP Agency should have adequate personnel trained and available to operate the generator.
- 3.58 PSAP Agency shall be able to engage NCTCOG owned UPS bypass switch, where applicable.
- 3.59 PSAP Agency shall test generator at least monthly to ensure that all NCTCOG equipment remains functional. All tests shall be reported monthly to the PSAP Operations Specialist
- 3.60 All telecommunicators shall re-transmit (rebid) all wireless calls to receive most accurate caller location.
- 3.61 PSAP Agency shall keep on file the proper trouble ticketing log, provided by NCTCOG, to document ticketing information when reporting to NCTCOG Tech Support issues with issues on the 9-1-1 equipment. It is not required for the PSAP Agency to turn in this report on a monthly basis, but to keep as a reference at their level. NCTCOG

reserves the right to request these trouble logs at any time. Trouble ticket logs must be kept for the duration of this agreement.

- 3.62 The make busy shall only be activated in emergency or evacuation situations.

#### Performance Monitoring

- 3.63 Local Government agrees to fully cooperate with all monitoring requests from NCTCOG and/or Commission for the purposes of assessing and evaluating Local Government's performance of the deliverables specified in this contract, and as outlined in Program Deliverables noted above.

#### Article 4: Procurement

- 4.1 NCTCOG may purchase, lease, or otherwise procure, on Local Government's behalf, the 9-1-1 equipment, software, services, and other items described in the current Strategic Plan.
- 4.2 NCTCOG and the Local Government agree to use competitive procurement practices and procedures similar to those required by state law for cities or counties, as well as CSEC Rule 251.8, *Guidelines for the Procurement of Equipment and Services with 9-1-1 Funds*.

#### Article 5: Database Maintenance

- 5.1 Only applies to counties.

#### Article 6: Financial

As authorized in Chapter 771 of the Texas Health & Safety Code, Sections 771.055, 771.056, 771.071, 771.072 and 771.075:

- 6.1 NCTCOG shall develop a plan to meet Local Government needs for the establishment and operation of 9-1-1 service throughout the region served, according to standards established and approved by the CSEC.
- 6.2 The provisioning of 9-1-1 service throughout the region shall be funded by emergency service fees and/or equalization surcharge, based upon state appropriations.
- 6.3 Allowable and disallowed expenditures shall be determined by the appropriations, rules, policies and procedures as established by the CSEC, and as provided for the Local Government in NCTCOG's approved Strategic Plan.

#### Article 7: Records

- 7.1 Local Government agrees to maintain financial and any other 9-1-1 documentation adequate to document its performance, costs, and receipts under this contract. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years. Local government may request in writing to maintain these records electronically, if that technology is in place.
- 7.2 For the purpose of reimbursement, Local Government shall maintain sufficient records detailing the significant history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the

- basis for the contract price. Local Government agrees to maintain these records for the current fiscal year and the previous two (2) fiscal years.
- 7.3 Local Government agrees to preserve the records for three years after receiving final payment under this contract. If an audit of or information in the records is disputed or the subject of litigation, Local Government agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract;
- 7.4 NCTCOG and/or Commission are entitled to inspect and copy, during normal business hours at Local Government's offices, the records maintained under this contract for as long as they are preserved. NCTCOG is also entitled to visit Local Government's offices, talk to its personnel, and audit its applicable 9-1-1 records, all during normal business hours, to assist in evaluating its performance under this contract;
- 7.5 The Commission and the Texas State Auditor have the same inspection, copying, and visitation rights as NCTCOG.
- 7.6 In terms of 9-1-1 records, excluding financial, Local Government shall comply with their own retention schedule, as per state statute.

**Article 8: Nondiscrimination and Equal Opportunity**

- 8.1 Local Government shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

**Article 9: Dispute Resolution**

- 9.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 10.1 – 10.4, until they have exhausted the procedures set out in these paragraphs.
- 9.2 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to a mutually designated legal mediator. Each party shall pay half the cost of the mediation services.
- 9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

**Article 10: Suspension for Unavailability of Funds**

- 10.1 Local Government acknowledges that NCTCOG's sole source of funding for this contract is the 9-1-1 fees collected by service providers and received by the state Comptroller's Office. If fees sufficient to pay Local Government under this contract are not paid to NCTCOG, or if the CSEC does not authorize NCTCOG to use the fees to pay Local Government, NCTCOG may suspend payment of monthly bills for 9-1-1 equipment by

giving Local Government notice of the suspension. The suspension is effective 10 calendar days after Local Government's receipt of the notice. Upon suspension of payment, Local Government's obligations under this contract are also suspended until NCTCOG resumes payment.

Article 11: Notice to Parties

- 11.1 Notice under this contract must be in writing and received by the party or his/her representative or replacement, to which the notice is addressed. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 11.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States Mail, with first-class postage affixed, addressed to the party's address specified in paragraph 11.3.
- 11.2 NCTCOG's address is:  
P. O. Box 5888  
Arlington, TX 76005-5888,  
Attention: Executive Director.
- 11.3 Local Government's address is:  
702 North Highway 175  
Attention: Larry Graves
- 11.4 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

Article 12: Effective Date and Term of Contract

- 12.1 This contract takes effect on September 1, 2015 on behalf of NCTCOG and Local Government, and it ends on August 31, 2017. Should for any reason Local Government withdraws from the E9-1-1 Service system prior to the end of the full term of this contract, in addition to all other remedies available to NCTCOG under state law and this contract, NCTCOG may seek a return of all 9-1-1 equipment purchased with 9-1-1 funds in the possession of Local Government. In the event of such withdrawal, both parties agree to work in good faith to establish a fair and equitable transition plan so as to assure continued emergency services to the citizens of Local Government.

Article 13: Miscellaneous

- 13.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.
- 13.2 This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.
- 13.3 Rules, Program Policy Statements, and Best Practices of CSEC as well as Chapter 771, Health and Safety Code, State Administration of Emergency Communications can be found on the CSEC website: <http://www.911.state.tx.us>. If unable to access, please contact NCTCOG 9-1-1 Program Offices for copies.
- 13.4 The following Attachments are part of this contract:

Contract for 9-1-1 Services between NCTCOG and CSEC (Attachment A)  
Manual ALI Query Request (Attachment B)  
NCTCOG Equipment Room Site Requirement (Attachment C)  
Text to 9-1-1 Testing Requirements (Attachment D), where applicable  
NCTCOG Move, Add and Change Procedures (Posted on [www.nctcog.org](http://www.nctcog.org))

This contract is binding on, and to the benefit of, the parties' successors in interest.

13.5 This contract is executed in duplicate originals.

CITY OF SEAGOVILLE

  
Larry Graves *PATRICK EASTLAND*  
City Manager

7-13-2015  
Date

NORTH CENTRAL TEXAS COUNCIL OF  
GOVERNMENTS

  
Mike Eastland  
Executive Director

\_\_\_\_\_  
Date

**Attachment A**  
**Contract for Services between the**  
**Commission on State Emergency Commission (CSEC) and**  
**North Central Texas Council of Governments (NCTCOG)**

RECEIVED  
SEP 11 2013  
CSEC

## Contract for 9-1-1 Service

### **Article 1. Parties and Purposes**

- 1.1 The Texas Commission on State Emergency Communications ("Commission") is charged by law with the responsibility to oversee the provision of 9-1-1 service throughout the state, and North Central Texas Council of Governments ("RPC") is charged with the responsibility to provide 9-1-1 service in its region. Providing 9-1-1 service requires a partnership among and cooperative efforts by the Commission, the RPC, and the local governments represented on the RPC's governing body.
- 1.2 Health and Safety Code Section 771.078 requires the Commission and the RPC to contract for the provision of 9-1-1 service. Per the statute and Commission Rule 251.12, *Contracts for 9-1-1 Service*, a contract must provide for:
- (a) the reporting of financial information regarding administrative expenses by regional planning commissions in accordance with generally accepted accounting principles;
  - (b) the reporting of information regarding the current performance, efficiency, and degree of implementation of emergency communications services in each regional planning commission's service area;
  - (c) the collection of efficiency data on the operation of 9-1-1 answering points;
  - (d) standards for the use of answering points and the creation of new answering points;
  - (e) quarterly disbursements of money due under the Contract, except as provided by Subdivision (f);
  - (f) the Commission to withhold disbursement to a regional planning commission that does not follow a standard imposed by the Contract, a Commission rule, or a statute; and
  - (g) a means for the Commission to give an advance on a quarterly distribution under the Contract to a regional planning commission that has a financial emergency.
- 1.3 The Commission and the RPC enter into this Contract for 9-1-1 Service ("Contract") to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under the law.

### **Article 2. Compliance with Applicable Law**

- 2.1 The RPC shall comply with all applicable federal and state laws ("applicable law") in carrying out its strategic plan that has been approved by the Commission.
- 2.2 Applicable law, as defined in the prior section, includes but is not limited to Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General

Appropriations Act; Texas Government Code Chapter 783 (Uniform Grant and Contract Management, including Uniform Grant Management Standards [UGMS] Title 34, Part 1, Chapter 20, Subchapter I), Chapter 441, Subchapter J (Preservation and Management of Local Government Records Act), and Chapter 2260 (Resolution of Certain Contract Claims Against the State); and Texas Local Government Code Chapter 391 (Regional Planning Commissions).

- 2.3 The RPC shall repay any allocated and distributed equalization surcharge and 9-1-1 service fees (collectively, "9-1-1 funds") expended by the RPC in noncompliance with applicable law. Such reimbursement shall be made in accordance with established Commission policies and procedures. The RPC shall advise the Commission in writing of its efforts to recover 9-1-1 funds in accordance with Article 4.1 herein.
- 2.4 In accordance with Health and Safety Code Section 771.078(c)(6), the Commission may withhold disbursement of funds to the RPC for failing to follow a standard imposed by this Contract or applicable law.
- 2.5 The RPC shall maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The RPC shall utilize an accounting system that complies with applicable law, including specifically the requirements in UGMS, Subpart C – Post Award Requirements, Section .20 – Standards for Financial Management Systems – which requires recipients of state funds to maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

### **Article 3. Monitoring Compliance**

- 3.1 The RPC recognizes that the Commission reserves the right to perform monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with applicable law, and the RPC agrees to cooperate fully with such monitoring.
- 3.2 The RPC recognizes that the Commission reserves the right to monitor RPC financial procedures and validate financial reimbursement requests for compliance with applicable law, accuracy, completeness, and appropriateness, prior to the Commission distributing allocated 9-1-1 funds.

### **Article 4. Standard Interlocal Agreement with Local Governments**

- 4.1 The RPC shall use interlocal agreements between itself and its local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. These agreements must, at a minimum, provide for compliance with applicable law by including provisions that:

- (a) the RPC will provide 9-1-1 funds to the local governments on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments are complete, accurate, and appropriate;
- (b) the RPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law;
- (c) the local governments shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law;
- (d) reimbursement of 9-1-1 funds under subsection (c) shall be made by the local government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and the Commission;
- (e) address the RPC's ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service ("9-1-1 equipment");
- (f) require the RPC to maintain a current inventory of all 9-1-1 equipment;
- (g) require a control system to be developed by the local government to ensure adequate safeguards to prevent loss, damage, or theft of 9-1-1 equipment;
- (h) require reimbursement to the RPC and/or the Commission for damage to 9-1-1 equipment; other than ordinary wear and tear;
- (i) the local governments will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds reimbursed to such local governments for 9-1-1 service consistent with applicable law and generally accepted accounting principles, and as approved in the RPC's current approved Strategic Plan;
- (j) the Commission or its duly authorized representative shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the local government, the PSAP, or by any other entity that has performed or will perform activities related to the agreements;
- (k) the local government will provide 9-1-1 service as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan; and
- (l) funding of 9-1-1 service is contingent on appropriations made to the Commission by the Texas Legislature, and if 9-1-1 funds are not made available to the RPC by the Commission or if legally available 9-1-1 funds are exhausted, then the RPC will not be obligated to provide the reimbursements contemplated by this Contract.

## **Article 5. Competitive Procurement and Contract Administration**

- 5.1 The RPC may purchase goods or a service only if the RPC complies with the same provisions for purchasing goods or a service that are equivalent to the provisions applying to a local government, including Local Government Code Chapter 252, Purchasing and Contracting Authority of Municipalities.
- 5.2 The RPC shall include a specific, detailed statement of work, including appropriate benchmarks to evaluate compliance, in all contracts with vendors, local governments, PSAPs, and others paid from 9-1-1 funds.
- 5.3 The RPC shall implement and/or maintain a contract administration management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- 5.4 The RPC shall maintain sufficient records detailing the history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price, as outlined in the records retention requirements in UGMS.

## **Article 6. Allocation and Use of 9-1-1 Funds**

- 6.1 In accordance with applicable law, the Commission shall allocate 9-1-1 funds appropriated to the Commission to the RPC solely for use in carrying out its Commission-approved strategic plan. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology as set forth in Commission policy, unless the RPC is in substantial noncompliance with any applicable law or provision of this Contract. The RPC shall utilize the money allocated only for providing 9-1-1 service within the RPC's jurisdiction.
- 6.2 None of the 9-1-1 funds appropriated to the Commission and allocated to the RPC may be used to replace or fund a reserve for future replacement of 9-1-1 equipment.
- 6.3 The RPC shall assist the Commission in creating a comprehensive statewide 10-year equipment replacement schedule for submittal to the Legislative Budget Board no later than November 1st of each calendar year.
- 6.4 As provided by Health & Safety Code Section 771.078(d), not more than ten percent (10%) of the money received by the RPC may be used by the RPC for indirect costs. In this subsection, "indirect costs" means costs that are not directly attributable to a single action of the RPC. (Note: In administering this subsection, the Office of the Comptroller is required to use Federal Office of Management and Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Texas Government Code Chapter 783.)
- 6.5 As provided by Health & Safety Code Section 771.078(f), upon request from the RPC, the Commission shall provide the RPC with documentation and financial records of the amount of money collected in its region or of an amount of money allocated to the RPC in accordance with Health & Safety Code Section 771.078 and this Contract.

### **Article 7. 9-1-1 Funds Distribution**

- 7.1 Per Health and Safety Code Section 771.078(c), the Commission will make quarterly distributions due under this Contract to the RPC. The initial quarterly distribution, made in accordance with PPS 001: *Regional Program Start Up Funding* by September 30 of each fiscal year.
- 7.2 If the RPC's quarterly distribution is depleted before the end of a fiscal quarter, a financial emergency funding request may be submitted by the RPC to the Commission (see Article 8. RPC Emergency Funding).
- 7.3 Notwithstanding initial Start Up Funding, reimbursement of expenditures reported by the RPC shall be made on a fiscal quarter basis in accordance with PPS 004: *Reimbursement of Program Expenditures*.
- 7.4 Per PPS 014: *Asset Inventory Reporting* and PPS 017: *Certification of Interlocal Agreements*, the Commission will not disburse any funds under this Contract prior to the receipt of (1) annual submission of the certification of assets and report on the disposition of equipment; and (2) annual certification of interlocal agreements, respectively.
- 7.5 Any remaining 9-1-1 funds provided by the Commission to the RPC from the prior fiscal year, ending on August 31st, shall be returned to the Commission no later than October 30th of the current fiscal year.

### **Article 8. RPC Emergency 9-1-1 Funding**

- 8.1 Notwithstanding the requirements in Article 7, the Commission may distribute, in accordance with Commission PPS 005: *Emergency Funding*, allocated 9-1-1 funds to the RPC upon demonstration that a financial emergency exists that will compromise the provision of 9-1-1 service or impact public safety.
- 8.2 The Commission shall consider a financial emergency as a situation in which the RPC requires additional funding to sustain the operation of 9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in the RPC's approved strategic plan; and that, without the disbursement of the additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.
- 8.3 Emergency 9-1-1 funds may be disbursed based upon the documented expenditures creating the need. The provision of emergency 9-1-1 funds will be used for specific operational and administrative expenses identified in the supporting documentation provided by the RPC.
- 8.4 The Commission will review the request for compliance with the current approved strategic plan and applicable law. Upon approval of the request, the Commission will disburse the necessary 9-1-1 funds, not to exceed the total allocated to the RPC in its Commission-approved strategic plan.

## **Article 9. Strategic Planning**

- 9.1 In accordance with applicable law, the RPC shall develop a strategic plan for the establishment and operation of 9-1-1 service throughout its region. The 9-1-1 service must meet the standards established by the Commission. A strategic plan must describe how 9-1-1 service is to be administered. The RPC's Commission-approved strategic plan, as amended, is incorporated in its entirety herein by reference only.
- 9.2 The RPC must update its strategic plan at least once during each state fiscal biennium, and must include the following:
- (a) a description of how money allocated to the region is to be allocated throughout the region served by the RPC;
  - (b) projected financial operating information for the two state fiscal years following the submission of the plan;
  - (c) strategic planning information for the five state fiscal years following submission of the plan; and
  - (d) a Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.
- 9.3 The RPC shall submit a strategic plan, or amendment to its plan, to the Commission for review and approval or disapproval, as required by Health & Safety Code Section 771.056, Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, PPS 033: *Regional Planning Commission Strategic Planning*, and PPS 008: *Plan Amendments*. The Commission, consistent with applicable law, shall consider the appropriateness of the strategic plan or amendment thereto in satisfying the standards set by the Commission, the cost and effectiveness of the strategic plan or amendment, as well as the appropriateness of the strategic plan or amendment in context with overall statewide 9-1-1 service.
- 9.4 The Commission shall notify the RPC of the approval or disapproval of the strategic plan submission, or amendment to the plan, in accordance with applicable law.
- 9.5 If the strategic plan or amendment thereto is approved, the Commission shall allocate 9-1-1 funds to the RPC in accordance with the terms of this Contract and applicable law.
- 9.6 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations is incorporated herein as Attachment A, *Recipient 9-1-1 Costs Summary*.

## **Article 10. Reporting Requirements**

- 10.1 Per Health and Safety Code Section 771.078(c), the RPC shall submit financial and performance reports regarding 9-1-1 service and administration to the Commission. The RPC shall report information in accordance with applicable

law, Commission rules, and PPS'. The RPC shall submit the following information to the Commission, at least once per quarter of each fiscal year:

- (a) financial information regarding administrative and program expenses per PPS 004: *Reimbursement of Program Expenditures* and PPS 006: *Financial Expenditure Reporting*; and,
  - (b) information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC per PPS 013: *Quarterly Performance Reporting*.
- 10.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the PSAPs within its region. The RPC shall submit such information to the Commission at least once per quarter of each fiscal year, according to applicable law per PPS 013: *Quarterly Performance Reporting*.

### **Article 11. Use and Creation of Public Safety Answering Points**

- 11.1 The RPC shall comply with the minimum standards and guidelines established by Commission Rule 251.1, *Regional Strategic Plans for 9-1-1 Service*, for the use of PSAPs and the creation of PSAPs per PPS 026: *Adding a Public Safety Answering Point*.

### **Article 12. Dispute Resolution**

- 12.1 The dispute resolution process provided for in Government Code Chapter 2260, Subsection F, shall be used by the Commission and the RPC to attempt to resolve disputes arising under this Contract. Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the RPC's proposed or approved strategic plan, or this Contract.
- 12.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 12, until they have exhausted the procedures set out in this Article 12.
- 12.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The parties agree to appoint their representatives and hold the first negotiating meeting within 15 calendar days of receipt of the request. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 12.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH) per Government Code Chapter 2009.
- 12.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties

- described in Article 12.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the RPC's share of the total is an allowable cost reimbursable to the RPC under this Contract.
- 12.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.
  - 12.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Texas Government Code Section 2260.102.
  - 12.8 Nothing in this Article 12 shall be considered as a waiver of sovereign immunity.

### **Article 13. Miscellaneous Provisions**

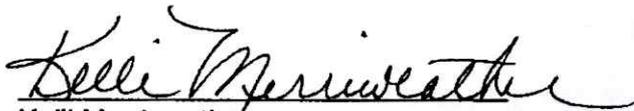
- 13.1 The RPC shall work with the Commission and local governments to develop, maintain and regularly monitor the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes in accordance with PPS 013: *Quarterly Performance Reporting*, and PPS 031: *Local Monitoring*.
- 13.2 When the RPC becomes aware of the need for additional training or expertise relating to the planning, development, implementation or operation of 9-1-1 service, by the RPC or the local governments in their areas, the RPC shall notify the Commission promptly so that all parties may address the need in a timely manner.
- 13.3 Unless otherwise directed by the Commission, the RPC shall arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of UGMS and the Texas Single Audit Circular, as established by the Office of the Comptroller (Title 34, Part 1, Chapter 20, Subchapter I, Rule 20.432) pursuant to Government Code Chapter 783. The RPC shall be liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment.
- 13.4 The RPC recognizes the right of the State Auditor's Office to review and/or audit the RPC's documentation and accounts relevant to the state-funded 9-1-1 program as authorized by applicable law. Such an audit or review is considered separate and apart from audits required by UGMS.
- 13.5 The RPC shall provide, at a minimum, the Commission with all reports and/or information as required by applicable law.
- 13.6 In the event of any conflict between any provision in this Contract and an adopted Commission rule or policy, present or future, the Commission rule or policy shall take precedence.
- 13.7 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC and the Commission relating to the subject matter of the Contract, and supersedes any prior or contemporaneous

representations, promises, agreements, conditions, or understandings, whether oral or written, in any way relating to the subject matter hereof.

13.8 Any alterations, additions, or deletions to the terms of this Contract, except as provided via an approved amendment to the RPC's strategic plan, shall be made by amendment hereto in writing and executed by both parties to this Contract.

13.9 This Contract takes effect on September 1, 2013, and shall terminate on August 31, 2015.

**AGREED TO:**



Kelli Merriweather  
Executive Director

Texas Commission on State Emergency Communications  
333 Guadalupe, Suite 2-212  
Austin, Texas 78701-3942

8/30/2013

Date



Mike Eastland  
Executive Director

North Central Texas Council of Governments  
P.O. Box 5888  
Arlington, Texas 76005-5888

9/3/13

Date

**Attachment B**  
**Manual ALI Agreement**

**North Central Texas Council of Governments**

**Regional 9-1-1 Program**

**Manual ALI Request Form**

PSAP Name: Seagoville Police Department

Date: \_\_\_\_\_

This letter is to request that the "manual ALI Query" feature be enabled at Seagoville Police Department.

The 9-1-1 customer premises equipment (CPE) provided by NCTCOG has been configured to allow manual queries, and is compatible with the manual ALI query protocol of NCTCOG and the database provider. MANUAL ALI QUERY SERVICES WILL ONLY BE USED IN THE HANDLING OF EMERGENCY CALLS. All manual ALI queries must also be documented using the reason feature.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this feature may be provided.

The NCTCOG operations staff has access to a statistical report of Manual ALI Query per PSAP. Misuse of the proprietary ALI information may be cause for the termination of this feature for the PSAP.

Please mail, fax, or email this form back no later than September 15, 2015 to:

North Central Texas Council of Governments  
9-1-1 Program  
PO Box 5888  
Arlington, Texas 76005-5888

~or~

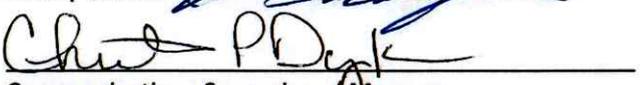
Fax: 817-640-7492

~or~

Email: [mmartin@nctcog.org](mailto:mmartin@nctcog.org) Subject: Interlocal Agreement-Manual ALI Agreement

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

  
\_\_\_\_\_  
Chief / Sheriff

  
\_\_\_\_\_  
Communications Supervisor / Manager

7-13-2015  
Date 7-15-2015

7-15-15  
Date

**Attachment C**  
**NCTCOG Equipment Room Site Requirements**

## **NCTCOG**

### **9-1-1 EQUIPMENT ROOM AND ELECTRICAL REQUIREMENTS SUMMARY**

#### **Fire Protection:**

- Dry pipe high temperature type systems are recommended if sprinkler heads are to be located in the 9-1-1 equipment room.
- If possible, non-combustible material should be used for the room construction.

#### **Security Precautions:**

- You may need to extend and improve existing building security to provide adequate protection for the 9-1-1 equipment.
- Electric locks or push button access code or card readers are not recommended unless you provide a battery backup system.

#### **Temperature and Humidity control:**

- A stable ambient operating temperature of 72 degrees Fahrenheit is recommended. Maximum tolerances are from 59 to 86 degrees non-condensing.
- Air conditioning units must be able to handle the heat produced by the back room equipment.
- For estimates on BTU output of the equipment, please consult with onsite installation personnel.

#### **Static Electricity:**

Static can damage circuitry permanently, interrupt system operation and cause lost data. To prevent static:

- The equipment room humidity must be constant.
- The room floor should not be carpeted.
- The room floor should be sealed, (preferably tiled), but not waxed.

#### **Lighting:**

- Lighting must not be powered from the switch room service panel.

- Lighting should provide 50 to 75 foot-candles measured 30" above the equipment room floor.

**Grounding:**

- A single point, isolated ground is required unless superseded by local code. The source should be XO of the transformer that feeds the phase conductors to the equipment room electrical service panel.
- Terminations must be accessible for inspection during the life of the installation.
- Conductors must be continuous, with no splices or junctions.
- Conductors must be no load, non-current carrying.

**Electrical:**

- Electrical service panel should be located in the equipment room.
- Voltage required is 208/120 V three phase; four wire "wye" service or 240/120 single phase 4 wire "delta" service.
- A dedicated transformer is preferred however a shared transformer or distribution is acceptable.
- IGL6-15, 20 or 30 receptacles are required and the ground must terminate on the IG buss.
- All circuit breakers must be clearly labeled.
- Terminal devices located in the equipment room will require local power. These outlets must be wired and fused independently from all other receptacles. They must also be IG type receptacles.

**Attachment D**  
**Text to 9-1-1 Service Agreement (If Applicable)**

**North Central Texas Council of Governments**

**Regional 9-1-1 Program**

**Text to 9-1-1 Service Agreement**

PSAP Name: Seagoville Police Department

Date: \_\_\_\_\_

The 9-1-1 customer premises equipment (CPE) provided by NCTCOG has been configured to allow Text to 9-1-1 service. The PSAP is required to conduct at least ten (10) test requests for help via text per month. These tests shall be recorded on the monthly reporting form provided by NCTCOG and are due to NCTCOG by the 5<sup>th</sup> day of each month.

NCTCOG shall provide training, best practice and implementation of this service. NCTCOG shall also assist testing and public education when requested.

The PSAP has been advised that this is an interim solution with limitations and feature will evolve as the service does.

This PSAP and the Telecommunicators with access to 9-1-1 fully understand and agree to comply with the terms and conditions set forth under which this service provided.

Please mail, fax, or email this form back no later than September 15, 2015 to:

North Central Texas Council of Governments

9-1-1 Program

PO Box 5888

Arlington, Texas 76005-5888

~or~

Fax: 817-640-7492

~or~

Email: mmartin@nctcog.org Subject: Text to 9-1-1 Agreement

Acknowledgement signatures by authorized representatives of contracting 9-1-1 agency:

  
\_\_\_\_\_  
Chief / Sheriff

5/17/15  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Communications Supervisor / Manager

7-17-15  
\_\_\_\_\_  
Date

## *Consent Agenda Item 4*

**Meeting Date:** August 07, 2017

*Discuss and consider calling a public hearing on August 21, 2017 and August 28, 2017 to receive citizen input on the proposed FY 2017 – 2018 budget and Tax Rate.*

### **BACKGROUND OF ISSUE:**

This provides additional notification to the public of the public hearing dates. The City Council is required to call two (2) public hearings.

### **FINANCIAL IMPACT:**

Funds are budgeted in the City Secretary's budget for Public Notices.

## ***Consent Agenda Item: 5***

**Meeting Date:** August 07, 2017

### **ITEM DESCRIPTION**

**Discuss and consider a Resolution approving the Consent to Assignment of Tax Abatement Agreement by and between the Seagoville WF, LLC, Crescent Valley, LLC and Tractor Supply Company; Authorizing the Mayor to execute said agreement; and providing an effective date.**

### **BACKGROUND OF ISSUE:**

On or about January 4, 2016, the City executed a *Tax Abatement Agreement* for the Tractor Supply Company located at 190 S. Crestview in Seagoville. The Agreement was by and between Seagoville WF, LLC by HBC Interests, LLC and the City of Seagoville. Section 8.10 of the Agreement provides for the assignment of the tax abatement “upon written notice to the City.” It goes on to say, “This Agreement may not assigned without prior written consent of the City.”

Seagoville WF, LLC has sold, transferred and conveyed the property that is the subject of the Tax Abatement to Crescent Valley, LLC and desires to assign the Tax Abatement to Crescent Valley. The Consent to Assignment of Tax Abatement Agreement, once executed by all parties, will satisfy the provisions Section 8.10.

### **FINANCIAL IMPACT:**

An amount equivalent to a property tax abatement in the amount of fifty percent (50%) of the City’s portion of the Taxable Value of the Improvements for a period of four (4) consecutive years.

### **EXHIBITS**

Resolution No. 43-R-2017  
Consent to Assignment of Tax Abatement Agreement

**RESOLUTION NO. 43-R-2017**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE CONSENT TO ASSIGNMENT OF TAX ABATEMENT AGREEMENT BY AND BETWEEN SEAGOVILLE WF, LLC, CRESCENT VALLEY, LC AND TRACTOR SUPPLY COMPANY, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME; PROVIDING FOR A REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on or about January 4, 2016, HBC Interests, LLC and the City of Seagoville, Texas executed a *Tax Abatement Agreement* with respect to the improvements located at 190 South Crestview Drive, Seagoville, Texas; and

**WHEREAS**, Seagoville WF, LLC has sold, transferred and conveyed the property which is the subject of the Tax Abatement to Crescent Valley, LLC; and

**WHEREAS**, Seagoville WF, LLC desires to assign the *Tax Abatement Agreement* to Crescent Valley, LLC; and

**WHEREAS**, pursuant to section 8.10 of the *Tax Abatement Agreement*, written consent of the City is required prior to any assignment; and

**WHEREAS**, the City Council hereby approves the Consent to Assignment of the Tax Abatement Agreement and authorizes the Mayor to execute the same.

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

**SECTION 1.** That the City Council hereby approves the Consent to Assignment of Tax Abatement Agreement, which is attached hereto and incorporated herein as Exhibit A, and authorizes the Mayor to execute the same.

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

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

**SECTION 4.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 7<sup>th</sup> day of August, 2017.

**APPROVED:**

\_\_\_\_\_  
DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ALEXIS G. ALLEN, CITY ATTORNEY  
(/cdb 08.01.2017)

STATE OF TEXAS           §  
  §    **CONSENT TO ASSIGNMENT OF TAX ABATEMENT AGREEMENT**  
COUNTIES OF           §  
DALLAS AND KAUFMAN§

This Consent to Assignment of Tax Abatement Agreement (this "Assignment") is made and entered into by and among Seagoville WF, LLC, a Texas limited liability company ("Assignor"), Crescent Valley, LLC, a Texas limited liability company ("Assignee"), and Tractor Supply Company ("Tractor Supply") acting by and through their respective authorized representatives (each a "Party" or collectively referred to as the "Parties") to be effective as of the Effective Date (as defined below).

**RECITALS**

**WHEREAS**, HBC Interests, LLC, ("HBC") as Manager of Assignor, is a party to that certain *Tax Abatement Agreement* dated January 4, 2016, by and between HBC and the City of Seagoville, Texas with respect to the improvements containing approximately 19,000 square feet of space, located at 190 South Crestview Drive, Seagoville, Texas ("Tax Abatement Agreement"); and

**WHEREAS**, Assignor has sold, transferred and conveyed the property the subject of the Tax Abatement Agreement to Assignee, and Assignor desires to assign the Tax Abatement Agreement to Assignee; and

**WHEREAS**, Tractor Supply Co. of Texas, LP, a wholly owned subsidiary of Tractor Supply has leased the Property from the Assignor and is currently occupying the Premises and consents to this Assignment; and

**WHEREAS**, City of Seagoville, Texas desires to consent to this Assignment;

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

1.    **Assignment.**

Assignor hereby sells, assigns, grants, transfers and sets over to Assignee, its successors and assigns, all of Assignor's right, title and interest, powers, privileges and other benefits in, to and under the Tax Abatement Agreement, upon and subject to all of the terms, conditions and provisions contained in the Assignment.

2.    **Acceptance of Assignment and Assumption of Obligations.**

Assignee hereby accepts the assignment of Assignor's and Tractor Supply's right, title and interest, powers, obligations, privileges and other benefits under the Tax Abatement Agreement

and Assignee assumes and agrees faithfully to perform all of the obligations which are required to be performed by the Owner under the Tax Abatement Agreement on or after the Effective Date (hereinafter defined).

3. **Transfer of Tax Abatement; Effective Date**

This Assignment shall be effective on the last date of execution hereof ("the Effective Date").

4. **Successors and Assigns.**

This Assignment, and each and every provision hereof, shall bind and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.

5. **Multiple Counterparts.**

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. **Survivability.**

Except as otherwise amended by this Consent to Assignment, the Tax Abatement Agreement remains in full force and effect.

*[Signatures on following page.]*

EXECUTED on this the 12 day of May, 2017.

ASSIGNOR:

SEAGOVILLE WF, LLC,  
a Texas limited liability company

By: HBC Interests, LLC,  
a Texas limited liability company

Its Manager

By: Bo Chen  
Title: SOLE MEMBER

EXECUTED on this the 31st day of July, 2017.

ASSIGNEE:

Crescent Valley, LLC,  
a Texas limited liability company  
1925 Century Park East #620  
Los Angeles, CA 90067-2701

Stanley B. Gitlin

By: STANLEY B. GITLIN

Title: MANAGER

Tractor Supply Company hereby consents to the Assignment of the Tax Abatement Agreement to Assignee on this 25<sup>th</sup> day of July, 2017.

Tractor Supply Company,  
a Delaware corporation

By: [Signature]

Title: Sr. Vice Pres. - Real Estate & Construction

The City of Seagoville, Texas, hereby consents to the Assignment of the Tax Abatement Agreement to the Assignee, on this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF SEAGOVILLE, TEXAS**

By: \_\_\_\_\_  
**Dennis K. Childress, Mayor**

## *Consent Agenda Items: 06*

Meeting Date:

August 07, 2017

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 21, ARTICLE 21.02, DIVISION 9, FUEL GAS CODE, SECTIONS 21.02.451 TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL FUEL GAS CODE, 2018 EDITION; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

### **BACKGROUND OF ISSUE:**

Since the early 1900's the system of building regulations in the United States were based on model building codes developed by three regional model code groups: codes developed by the Building Officials Code Administrators (BOCA) were used on the east coast and Midwest; codes from the Southern Building Code of Congress International (SBCCI) were used in the southeast; and codes published by the International Conference of Building Officials (ICBO) covered the west coast and across most of the midwest. The nation's three model code groups combined their efforts and formed the International Code Council (ICC) to develop codes that would have no regional limitations. After several years of extensive research and development, the first edition of international codes were published in 1997. New codes are produced every three years.

Following the publication of new codes, NCTCOG assist the metroplex cities by offering recommendations regarding current code adoptions with amendments specific to our region. Due to the complexity of the codes, metroplex cities commonly adopt NCTCOG amendments to allow cities to be more in line with one another.

Building code enforcement can have a major influence on the economic well-being of a municipality and the safety of its citizens. Municipalities that adopt up-to-date codes and rigorously enforce them using trained and certified code enforcement professionals minimize damage from natural hazards, fire, and other perils ultimately reducing insurance cost. The adoption of the 2018 International Codes with amendments will provide the City of Seagoville with lower ISO Rating thereby providing a lower insurance cost to our citizens.

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS:**

Ordinance

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

**ORDINANCE NO. 18-2017**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 21, ARTICLE 21.02, DIVISION 9, FUEL GAS CODE, SECTIONS 21.02.451 TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL FUEL GAS CODE, 2018 EDITION; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** That Chapter 21 of the Seagoville Code of Ordinances be, and the same is, hereby amended by adding Article 21.02, Division 9, Fuel Gas Code, Sections 21.02.451 and 21.02.452 to provide for the adoption of the International Fuel Gas Code, 2018 Edition, which shall read as follows:

**“ARTICLE 21.02 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS**

.....

**Division 9. Fuel Gas Code**

**Sec. 21.02.451 Adopted**

There is hereby adopted by the city the International Fuel Gas Code, 2018 edition, including all appendix chapters, for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of fuel gas systems in the city and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such International Fuel Gas Code, 2018 edition, published by the International Code Council on file in the office of the city secretary are hereby referred to, adopted, and made a part hereof, as if fully set out in this division.

**Sec. 21.02.452 Amendments**

*Reserved.”*

**SECTION 2.** Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Seagoville, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Seagoville, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

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

**SECTION 4.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

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

**SECTION 6.** That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the 7th day of August, 2017.

**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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ALEXIS G. ALLEN, CITY ATTORNEY

## ***Consent Agenda Items:07***

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 21, ARTICLE 21.02, DIVISION 8, MECHANICAL CODE, SECTIONS 21.02.401 TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL MECHANICAL CODE, 2018 EDITION; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE**

### **BACKGROUND OF ISSUE:**

Since the early 1900's the system of building regulations in the United States were based on model building codes developed by three regional model code groups: codes developed by the Building Officials Code Administrators (BOCA) were used on the east coast and Midwest; codes from the Southern Building Code of Congress International (SBCCI) were used in the southeast; and codes published by the International Conference of Building Officials (ICBO) covered the west coast and across most of the midwest. The nation's three model code groups combined their efforts and formed the International Code Council (ICC) to develop codes that would have no regional limitations. After several years of extensive research and development, the first edition of international codes were published in 1997. New codes are produced every three years.

Following the publication of new codes, NCTCOG assist the metroplex cities by offering recommendations regarding current code adoptions with amendments specific to our region. Due to the complexity of the codes, metroplex cities commonly adopt NCTCOG amendments to allow cities to be more in line with one another.

Building code enforcement can have a major influence on the economic well-being of a municipality and the safety of its citizens. Municipalities that adopt up-to-date codes and rigorously enforce them using trained and certified code enforcement professionals minimize damage from natural hazards, fire, and other perils ultimately reducing insurance cost. The adoption of the 2018 International Codes with amendments will provide the City of Seagoville with lower ISO Rating thereby providing a lower insurance cost to our citizens.

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS:**

Ordinance

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

**ORDINANCE NO. 17-2017**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 21, ARTICLE 21.02, DIVISION 8, MECHANICAL CODE, SECTIONS 21.02.401 TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL MECHANICAL CODE, 2018 EDITION; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** That Chapter 21 of the Seagoville Code of Ordinances be, and the same is, hereby amended by adding Article 21.02, Division 8, Mechanical Code, Sections 21.02.401 and 21.02.402 to provide for the adoption of the International Mechanical Code, 2018 Edition, which shall read as follows:

**“ARTICLE 21.02 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS**

....

**Division 8. Mechanical Code**

**Sec. 21.02.401. Adopted**

There is hereby adopted by the city the International Mechanical Code, 2018 edition, including all appendix chapters, for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of mechanical systems in the city and providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, conditions and terms of such International Mechanical Code, 2018 edition, published by the International Code Council on file in the office of the city secretary are hereby referred to, adopted and made a part hereof as if fully set out in this division.

**Sec. 21.02.402 Amendments**

*Reserved.”*

**SECTION 2.** Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Seagoville, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Seagoville, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

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

**SECTION 4.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

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

**SECTION 6.** That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the 7th day of August, 2017.

**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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ALEXIS G. ALLEN, CITY ATTORNEY

## *Consent Agenda Items: 08*

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS BY AMENDING ARTICLE 21.02, DIVISION 11, “EXISTING BUILDING CODE”, BY AMENDING SECTIONS 21.02.551 TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE, 2018 EDITION; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

### **BACKGROUND OF ISSUE:**

Since the early 1900’s the system of building regulations in the United States were based on model building codes developed by three regional model code groups: codes developed by the Building Officials Code Administrators (BOCA) were used on the east coast and Midwest; codes from the Southern Building Code of Congress International (SBCCI) were used in the southeast; and codes published by the International Conference of Building Officials (ICBO) covered the west coast and across most of the midwest. The nation’s three model code groups combined their efforts and formed the International Code Council (ICC) to develop codes that would have no regional limitations. After several years of extensive research and development, the first edition of international codes were published in 1997. New codes are produced every three years.

Following the publication of new codes, NCTCOG assist the metroplex cities by offering recommendations regarding current code adoptions with amendments specific to our region. Due to the complexity of the codes, metroplex cities commonly adopt NCTCOG amendments to allow cities to be more in line with one another.

Building code enforcement can have a major influence on the economic well-being of a municipality and the safety of its citizens. Municipalities that adopt up-to-date codes and rigorously enforce them using trained and certified code enforcement professionals minimize damage from natural hazards, fire, and other perils ultimately reducing insurance cost. The adoption of the 2018 International Codes with amendments will provide the City of Seagoville with lower ISO Rating thereby providing a lower insurance cost to our citizens.

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS:**

Ordinance

**ORDINANCE NO. 19-2017**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS BY AMENDING ARTICLE 21.02, DIVISION 11, “EXISTING BUILDING CODE”, BY AMENDING SECTIONS 21.02.551, TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL EXISTING BUILDING CODE, 2018 EDITION; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City desires to adopt regulations and guidelines concerning the safety and construction of the existing buildings located within the City.

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

**SECTION 1.** That Chapter 21 of the Seagoville Code of Ordinances be, and the same is, hereby amended by adopting Article 21.02, Division 11, Property Maintenance Code, Sections 21.02.551 and 21.02.552 to provide for the adoption of the International Existing Building Code, 2018 Edition, which shall read as follows:

**“ARTICLE 21.02 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS**

....

**Division 11. Existing Building Code**

**Sec. 21.02.551 Adopted**

A certain document, a copy of which is on file in the office of the city secretary of the city, being marked and designated as the International Existing Building Code, 2018 Edition, including appendix, as published by the International Code Council, be and is hereby adopted as the existing building code of the city. Each and all of the regulations, provisions, penalties, conditions and terms of said Existing Building Code on file in the office of the city are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, insertion, deletions and changes, if any, prescribed in Section 21.02.552 of this Article.

**Sec. 21.02.552 Amendments**

*Reserved.”*

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

**SECTION 3.** Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

**SECTION 4.** That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinance of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two thousand dollars (\$2000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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

**SECTION 6.** This ordinance shall take effect immediately from and after its passage and publication of the caption as required by law.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this 7th day of August, 2017.

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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ALEXIS G. ALLEN, CITY ATTORNEY

## *Consent Agenda Items 09*

**Meeting Date:** August 07, 2017

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 21, ARTICLE 21.02, DIVISION 7, “SWIMMING POOL AND SPA CODE, SECTIONS 21.02.351 TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL SWIMMING POOL AND SPA CODE, 2018 EDITION; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

### **BACKGROUND OF ISSUE:**

Since the early 1900’s the system of building regulations in the United States were based on model building codes developed by three regional model code groups: codes developed by the Building Officials Code Administrators (BOCA) were used on the east coast and Midwest; codes from the Southern Building Code of Congress International (SBCCI) were used in the southeast; and codes published by the International Conference of Building Officials (ICBO) covered the west coast and across most of the midwest. The nation’s three model code groups combined their efforts and formed the International Code Council (ICC) to develop codes that would have no regional limitations. After several years of extensive research and development, the first edition of international codes were published in 1997. New codes are produced every three years.

Following the publication of new codes, NCTCOG assist the metroplex cities by offering recommendations regarding current code adoptions with amendments specific to our region. Due to the complexity of the codes, metroplex cities commonly adopt NCTCOG amendments to allow cities to be more in line with one another.

Building code enforcement can have a major influence on the economic well-being of a municipality and the safety of its citizens. Municipalities that adopt up-to-date codes and rigorously enforce them using trained and certified code enforcement professionals minimize damage from natural hazards, fire, and other perils ultimately reducing insurance cost. The adoption of the 2018 International Codes with amendments will provide the City of Seagoville with lower ISO Rating, thereby, providing a lower insurance cost to our citizens.

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS:**

Ordinance

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

**ORDINANCE NO. 20-2017**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 21, ARTICLE 21.02, DIVISION 7, “SWIMMING POOL AND SPA CODE, SECTIONS 21.02.351 TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL SWIMMING POOL AND SPA CODE, 2018 EDITION; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** That Chapter 21 of the Seagoville Code of Ordinances be, and the same is, hereby amended by adding Article 21.02, Technical and Construction Codes and Standards, Division 7, Swimming Pool and Spa Code, Sections 21.02.351 and 21.02.352 to provide for the adoption of the International Swimming Pool and Spa Code, 2018 Edition, which shall read as follows:

**“ARTICLE 21.01 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS**

....

**Division 7. Swimming Pool and Spa Code**

**Sec. 21.02.351. Adoption**

A certain document, a copy of which is on file in the office of the city secretary of the city, being marked and designated as the International Swimming Pool and Spa Code, 2018 Edition, including appendix, as published by the International Code Council, be and is hereby adopted as the existing building code of the city. Each and all of the regulations, provisions, penalties, conditions and terms of said existing building code on file in the office of the city are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in Section 21.02.352 of this article.

**Sec. 21.02.352. Exceptions and Amendments**

*Reserved.”*

**SECTION 2.** Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Seagoville, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Seagoville, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

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

**SECTION 4.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

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

**SECTION 6.** That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the 7th day of August, 2017.

**APPROVED:**

\_\_\_\_\_  
DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ALEXIS G. ALLEN, CITY ATTORNEY

# *Consent Agenda Items:10*

Meeting Date:

August 07, 2017

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 21, ARTICLE 21.02, DIVISION 10, PROPERTY MAINTENANCE CODE, SECTIONS 21.02.501 TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2018 EDITION; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

## **BACKGROUND OF ISSUE:**

Since the early 1900's the system of building regulations in the United States were based on model building codes developed by three regional model code groups: codes developed by the Building Officials Code Administrators (BOCA) were used on the east coast and Midwest; codes from the Southern Building Code of Congress International (SBCCI) were used in the southeast; and codes published by the International Conference of Building Officials (ICBO) covered the west coast and across most of the midwest. The nation's three model code groups combined their efforts and formed the International Code Council (ICC) to develop codes that would have no regional limitations. After several years of extensive research and development, the first edition of international codes were published in 1997. New codes are produced every three years.

Following the publication of new codes, NCTCOG assist the metroplex cities by offering recommendations regarding current code adoptions with amendments specific to our region. Due to the complexity of the codes, metroplex cities commonly adopt NCTCOG amendments to allow cities to be more in line with one another.

Building code enforcement can have a major influence on the economic well-being of a municipality and the safety of its citizens. Municipalities that adopt up-to-date codes and rigorously enforce them using trained and certified code enforcement professionals minimize damage from natural hazards, fire, and other perils ultimately reducing insurance cost. The adoption of the 2018 International Codes with amendments will provide the City of Seagoville with lower ISO Rating, thereby, providing a lower insurance cost to our citizens.

## **FINANCIAL IMPACT:**

N/A

## **EXHIBITS:**

Ordinance

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

**ORDINANCE NO. 21-2017**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 21, ARTICLE 21.02, DIVISION 10, PROPERTY MAINTENANCE CODE, SECTIONS 21.02.501 TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2018 EDITION; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** That Chapter 21 of the Seagoville Code of Ordinances be, and the same is, hereby amended by adding Article 21.02, Division 10, Property Maintenance Code, Sections 21.02.501 through 21.02.504 to provide for the adoption of the International Property Maintenance Code, 2018 Edition, which shall read as follows:

**“ARTICLE 21.02 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS**

....

**Division 10. Property Maintenance Code**

**Sec. 21.02.501 Adopted**

A certain document, a copy of which is on file in the office of the city secretary of the city, being marked and designated as the International Property Maintenance Code, 2018 Edition, including appendix, as published by the International Code Council, be and is hereby adopted as the property maintenance code of the city. Each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the city are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, insertion, deletions and changes, if any, prescribed in Section 21.02.504 of this Article.

**Sec. 21.02.502 Referenced standards adopted**

International Property Maintenance Code, 2018 edition, chapter 8; referenced standards.

**Sec. 21.02.503 Purpose**

(a) The purpose of this division is to protect the health, safety, and welfare of the citizens of the city by establishing minimum standards applicable to buildings and structures. Minimum standards are established with respect to utilities, facilities, and other physical components essential to make structures safe, sanitary, and fit for human use and habitation. Demolition of structures is provided for as a last resort when compliance with standards cannot reasonably be achieved.

(b) This division is found to be remedial and essential to the public interest, and it is intended that this article be liberally construed to effect its purpose. All structures within the city on the effective date of this division, or constructed thereafter, must comply with the provisions of this division.

**Sec. 21.02.504 Amendments**

*Reserved.”*

**SECTION 2.** Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Seagoville, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Seagoville, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

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

**SECTION 4.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said

ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

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

**SECTION 6.** That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the 7<sup>th</sup> day of August, 2017.

**APPROVED:**

\_\_\_\_\_  
DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ALEXIS G. ALLEN, CITY ATTORNEY

# *Consent Agenda Items: 11*

**Meeting Date:** August 07, 2017

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 21, ARTICLE 21.02, DIVISION 2, BUILDING CODE, SECTIONS 21.02.551 TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL BUILDING CODE, 2018 EDITION; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

## **BACKGROUND OF ISSUE:**

Since the early 1900's the system of building regulations in the United States were based on model building codes developed by three regional model code groups: codes developed by the Building Officials Code Administrators (BOCA) were used on the east coast and Midwest; codes from the Southern Building Code of Congress International (SBCCI) were used in the southeast; and codes published by the International Conference of Building Officials (ICBO) covered the west coast and across most of the midwest. The nation's three model code groups combined their efforts and formed the International Code Council (ICC) to develop codes that would have no regional limitations. After several years of extensive research and development, the first edition of international codes were published in 1997. New codes are produced every three years.

Following the publication of new codes, NCTCOG assist the metroplex cities by offering recommendations regarding current code adoptions with amendments specific to our region. Due to the complexity of the codes, metroplex cities commonly adopt NCTCOG amendments to allow cities to be more in line with one another.

Building code enforcement can have a major influence on the economic well-being of a municipality and the safety of its citizens. Municipalities that adopt up-to-date codes and rigorously enforce them using trained and certified code enforcement professionals minimize damage from natural hazards, fire, and other perils ultimately reducing insurance cost. The adoption of the 2018 International Codes with amendments will provide the City of Seagoville with lower ISO Rating thereby providing a lower insurance cost to our citizens.

## **FINANCIAL IMPACT:**

N/A

## **EXHIBITS:**

Ordinance

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

**ORDINANCE NO. 22-2017**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 21, ARTICLE 21.02, DIVISION 2, BUILDING CODE, SECTIONS 21.02.051 TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL BUILDING CODE, 2018 EDITION; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** That Chapter 21 of the Seagoville Code of Ordinances be, and the same is, hereby amended by adding Article 21.02, Division 2, Building Code, Sections 21.02.051 and 21.02.052 to provide for the adoption of the International Building Code, 2018 Edition, which shall read as follows:

**“ARTICLE 21.02 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS**

....

**Division 2. Building Code**

**Sec. 21.02.051 Adopted**

There is hereby adopted by the city the International Building Code, 2018 edition, including all appendix chapters, to provide standards regulating the erection, construction, enlargement, alteration, repair, moving, demolition, conversion, occupancy, equipment, use, height, area and maintenance of all buildings or structures in the city; providing for the issuance of permits and the collection of fees thereof and the inspection of all operations by the office of the building official.

**Sec. 21.02.052 Amendments**

*Reserved.”*

**SECTION 2.** Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Seagoville, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Seagoville, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

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

**SECTION 4.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

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

**SECTION 6.** That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the 7th day of August, 2017.

**APPROVED:**

\_\_\_\_\_  
DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ALEXIS G. ALLEN, CITY ATTORNEY

## *Consent Agenda Items: 12*

**Meeting Date:**

**August 07, 2017**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 21, ARTICLE 21.02, DIVISION 4, ENERGY CONSERVATION CODE, SECTIONS 21.02.151 TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

### **BACKGROUND OF ISSUE:**

Since the early 1900's the system of building regulations in the United States were based on model building codes developed by three regional model code groups: codes developed by the Building Officials Code Administrators (BOCA) were used on the east coast and Midwest; codes from the Southern Building Code of Congress International (SBCCI) were used in the southeast; and codes published by the International Conference of Building Officials (ICBO) covered the west coast and across most of the midwest. The nation's three model code groups combined their efforts and formed the International Code Council (ICC) to develop codes that would have no regional limitations. After several years of extensive research and development, the first edition of international codes were published in 1997. New codes are produced every three years.

Following the publication of new codes, NCTCOG assist the metroplex cities by offering recommendations regarding current code adoptions with amendments specific to our region. Due to the complexity of the codes, metroplex cities commonly adopt NCTCOG amendments to allow cities to be more in line with one another.

Building code enforcement can have a major influence on the economic well-being of a municipality and the safety of its citizens. Municipalities that adopt up-to-date codes and rigorously enforce them using trained and certified code enforcement professionals minimize damage from natural hazards, fire, and other perils ultimately reducing insurance cost. The adoption of the 2018 International Codes with amendments will provide the City of Seagoville with lower ISO Rating thereby providing a lower insurance cost to our citizens.

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS:**

Ordinance

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

**ORDINANCE NO. 23-2017**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 21, ARTICLE 21.02, DIVISION 4, ENERGY CONSERVATION CODE, SECTIONS 21.02.151 TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** That Chapter 21 of the Seagoville Code of Ordinances be, and the same is, hereby amended by adding Article 21.02, Division 4, Energy Conservation Code, Sections 21.02.151 and 21.02.152 to provide for the adoption of the International Energy Conservation Code, 2018 Edition, which shall read as follows:

**“ARTICLE 21.02 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS**

....

**Division 4. Energy Conservation Code**

**Sec. 21.02.151 Adopted**

There is hereby adopted by the city the International Energy Conservation Code, 2018 edition, for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of the building envelope, mechanical, lighting and power systems in the city, and providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, conditions and terms of such International Energy Conservation Code, 2018 edition, published by the International Code Council on file in the office of the city secretary are hereby referred to, adopted and made a part hereof as if fully set out in this article.

**Sec. 21.02.152 Amendments**

*Reserved.”*

**SECTION 2.** Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Seagoville, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Seagoville, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

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

**SECTION 4.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

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

**SECTION 6.** That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the 7<sup>th</sup> day of August, 2017

**APPROVED:**

\_\_\_\_\_  
DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ALEXIS G. ALLEN, CITY ATTORNEY

## *Consent Agenda Items: 13*

**Meeting Date:** August 07, 2017

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 21, ARTICLE 21.02, DIVISION 3, RESIDENTIAL CODE, SECTIONS 21.02.101 TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

### **BACKGROUND OF ISSUE:**

Since the early 1900's the system of building regulations in the United States were based on model building codes developed by three regional model code groups: codes developed by the Building Officials Code Administrators (BOCA) were used on the east coast and Midwest; codes from the Southern Building Code of Congress International (SBCCI) were used in the southeast; and codes published by the International Conference of Building Officials (ICBO) covered the west coast and across most of the midwest. The nation's three model code groups combined their efforts and formed the International Code Council (ICC) to develop codes that would have no regional limitations. After several years of extensive research and development, the first edition of international codes were published in 1997. New codes are produced every three years.

Following the publication of new codes, NCTCOG assist the metroplex cities by offering recommendations regarding current code adoptions with amendments specific to our region. Due to the complexity of the codes, metroplex cities commonly adopt NCTCOG amendments to allow cities to be more in line with one another.

Building code enforcement can have a major influence on the economic well-being of a municipality and the safety of its citizens. Municipalities that adopt up-to-date codes and rigorously enforce them using trained and certified code enforcement professionals minimize damage from natural hazards, fire, and other perils ultimately reducing insurance cost. The adoption of the 2018 International Codes with amendments will provide the City of Seagoville with lower ISO Rating thereby providing a lower insurance cost to our citizens.

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS:**

Ordinance

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

**ORDINANCE NO. 24-2017**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 21, ARTICLE 21.02, DIVISION 3, RESIDENTIAL CODE, SECTIONS 21.02.101 TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** That Chapter 21 of the Seagoville Code of Ordinances be, and the same is, hereby amended by adding Article 21.02, Division 3, Residential Code, Sections 21.02.101 and 21.02.102 to provide for the adoption of the International Residential Code, 2018 Edition, which shall read as follows:

**“ARTICLE 21.02 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS**

....

**Division 3. Residential Code**

**Sec. 21.02.101 Adopted**

The International Residential Code for One- and Two-Family Dwellings, 2018 edition, including all appendix chapters, a copy of which is on file in the office of the city secretary, is hereby adopted as the city residential code and is made a part hereof by reference, except as modified or amended in this Code of Ordinances.

**Sec. 21.02.102 Amendments**

*Reserved.”*

**SECTION 2.** Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Seagoville, Texas, as

amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Seagoville, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

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

**SECTION 4.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

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

**SECTION 6.** That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the 7th day of August, 2017.

**APPROVED:**

\_\_\_\_\_  
DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ALEXIS G. ALLEN, CITY ATTORNEY

## *Consent Agenda Items: 14*

**Meeting Date:** August 07, 2017

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 21, ARTICLE 21.02, DIVISION 6, PLUMBING CODE, SECTIONS 21.02.301 TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL PLUMBING CODE, 2018 EDITION; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

### **BACKGROUND OF ISSUE:**

Since the early 1900's the system of building regulations in the United States were based on model building codes developed by three regional model code groups: codes developed by the Building Officials Code Administrators (BOCA) were used on the east coast and Midwest; codes from the Southern Building Code of Congress International (SBCCI) were used in the southeast; and codes published by the International Conference of Building Officials (ICBO) covered the west coast and across most of the midwest. The nation's three model code groups combined their efforts and formed the International Code Council (ICC) to develop codes that would have no regional limitations. After several years of extensive research and development, the first edition of international codes were published in 1997. New codes are produced every three years.

Following the publication of new codes, NCTCOG assist the metroplex cities by offering recommendations regarding current code adoptions with amendments specific to our region. Due to the complexity of the codes, metroplex cities commonly adopt NCTCOG amendments to allow cities to be more in line with one another.

Building code enforcement can have a major influence on the economic well-being of a municipality and the safety of its citizens. Municipalities that adopt up-to-date codes and rigorously enforce them using trained and certified code enforcement professionals minimize damage from natural hazards, fire, and other perils ultimately reducing insurance cost. The adoption of the 2018 International Codes with amendments will provide the City of Seagoville with lower ISO Rating thereby providing a lower insurance cost to our citizens.

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS:**

Ordinance

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

**ORDINANCE NO. 16- 2017**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 21, ARTICLE 21.02, DIVISION 6, PLUMBING CODE, SECTIONS 21.02.301 TO PROVIDE FOR THE ADOPTION OF THE INTERNATIONAL PLUMBING CODE, 2018 EDITION; PROVIDING A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00); PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** That Chapter 21 of the Seagoville Code of Ordinances be, and the same is, hereby amended by adding Article 21.02, Division 6, Plumbing Code, Sections 21.02.301 and 21.02.302 to provide for the adoption of the International Plumbing Code, 2018 Edition, which shall read as follows:

**“ARTICLE 21.02 TECHNICAL AND CONSTRUCTION CODES AND STANDARDS**

....

**Division 6. Plumbing Code**

**Sec. 21.02.301 Adopted**

There is hereby adopted by the city the International Plumbing Code, 2018 edition, including all appendix chapters, for regulating the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems in the city and providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, conditions and terms of such International Plumbing Code, 2018 edition, published by the International Code Council on file in the office of the city secretary are hereby referred to, adopted and made a part hereof as if fully set out in this section.

**Sec. 21.02.302 Amendments**

*Reserved.”*

**SECTION 2.** Any person, firm or corporation violating any of the provisions of this ordinance or the provisions of the Code of Ordinances of the City of Seagoville, Texas, as amended hereby, shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the City of Seagoville, Texas, shall be subject to a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense, and each and every day such offense shall continue shall be deemed to constitute a separate offense.

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

**SECTION 4.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

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

**SECTION 6.** That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, this the 7th day of August, 2017.

**APPROVED:**

---

DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

---

KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

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ALEXIS G. ALLEN, CITY ATTORNEY

## ***Regular Session Agenda Item:15***

**Meeting Date: August 07, 2017**

### **ITEM DESCRIPTION**

**Consider accepting resignation of a member from Planning & Zoning and Keep Seagoville Beautiful; and, conduct interviews with all Board & Commission applicants**

### **BACKGROUND OF ISSUE:**

It is the desire of Alexandria Perez to resign her positions on the Planning & Zoning Commission (Place 4) and Keep Seagoville Beautiful Commission (Place 7) effective August 20, 2017.

We have four applicants for Board & Commission Appointments; one for Planning & Zoning, three for Parks & Recreation. There is one vacancy on the Planning & Zoning Commission due to the resignation of Place 4 – Alexandria Perez. There are six (6) vacancies on the Parks & Recreation Commission; places 1-5 and 7.

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS**

Appointment List



## ***Agenda Item: 16***

**Meeting Date:** August 7, 2017

### **ITEM DESCRIPTION**

**Conduct the first public hearing to receive input on the proposed annexation of approximately 7,277± feet in length and 80' in width of the recorded public right-of-way of East Malloy Bridge Road, located in Kaufman County, Texas, beginning at its intersection with the northern boundary line of territorial limits of the City of Seagoville, and running north/northeast to its intersection with the southern boundary line of the territorial limits of the City of Seagoville.**

### **BACKGROUND OF ISSUE:**

The City proposes to institute annexation proceedings to annex the portion of East Malloy Bridge Road currently owned by Kaufman County, which abuts, is contiguous to and connects the boundary limits of the City of Seagoville. This strip of roadway falls between where the City of Seagoville City Limits ends on E. Malloy Bridge Road and then picks up again on E. Malloy Bridge Road. This area seems to be in constant need of repair and the City regularly receives phone calls concerning the same, many alleging damage to their vehicles and desiring to file a claim against the City. Based on the excessive number of calls, the City Manager reached out to Kaufman County Commissioner Jakie Allen concerning the annexation of the same.

On or about June 26, 2017, this matter was placed on the Kaufman County Commissioners' Court agenda. A letter was received from Kaufman County Judge Bruce Wood indicating the County's desire for the City to proceed with the annexation proceedings.

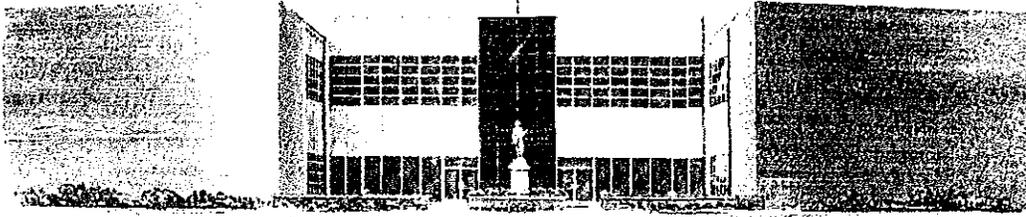
The City began to gather the information for the property owners located within 200' of the area, establish public hearing dates, and preparing the Notice of Public Hearings for the Proposed Annexation. In accordance with State law, said Notice was published in the official newspaper and also sent to the seven (7) property owners located within 200' of the area.

### **FINANCIAL IMPACT:**

On-going maintenance cost associated with paving  
Approximately \$200,000 for initial rebuild

### **ATTACHMENTS:**

Letter from Kaufman County  
Notice of Public Hearings for Proposed Annexation  
Map depicting area



# KAUFMAN COUNTY

KAUFMAN, TEXAS 75142

**BRUCE WOOD**  
**COUNTY JUDGE**  
**(972)932-0218**

June 26, 2017

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

RE: East Malloy Bridge Road

Dear Mr. Stallings:

Please be advised that today the Kaufman County Commissioners' Court discussed the proposed annexation by the City of Seagoville of the portion of East Malloy Bridge Road located in Kaufman County. There was positive feedback only and no negative commentary.

Please let us know if you need any other assistance from us to complete the proposed annexation process.

Sincerely,

Bruce Wood

BW/at  
encl.

**NOTICE OF PUBLIC HEARINGS FOR PROPOSED ANNEXATION  
CITY OF SEAGOVILLE, TEXAS**

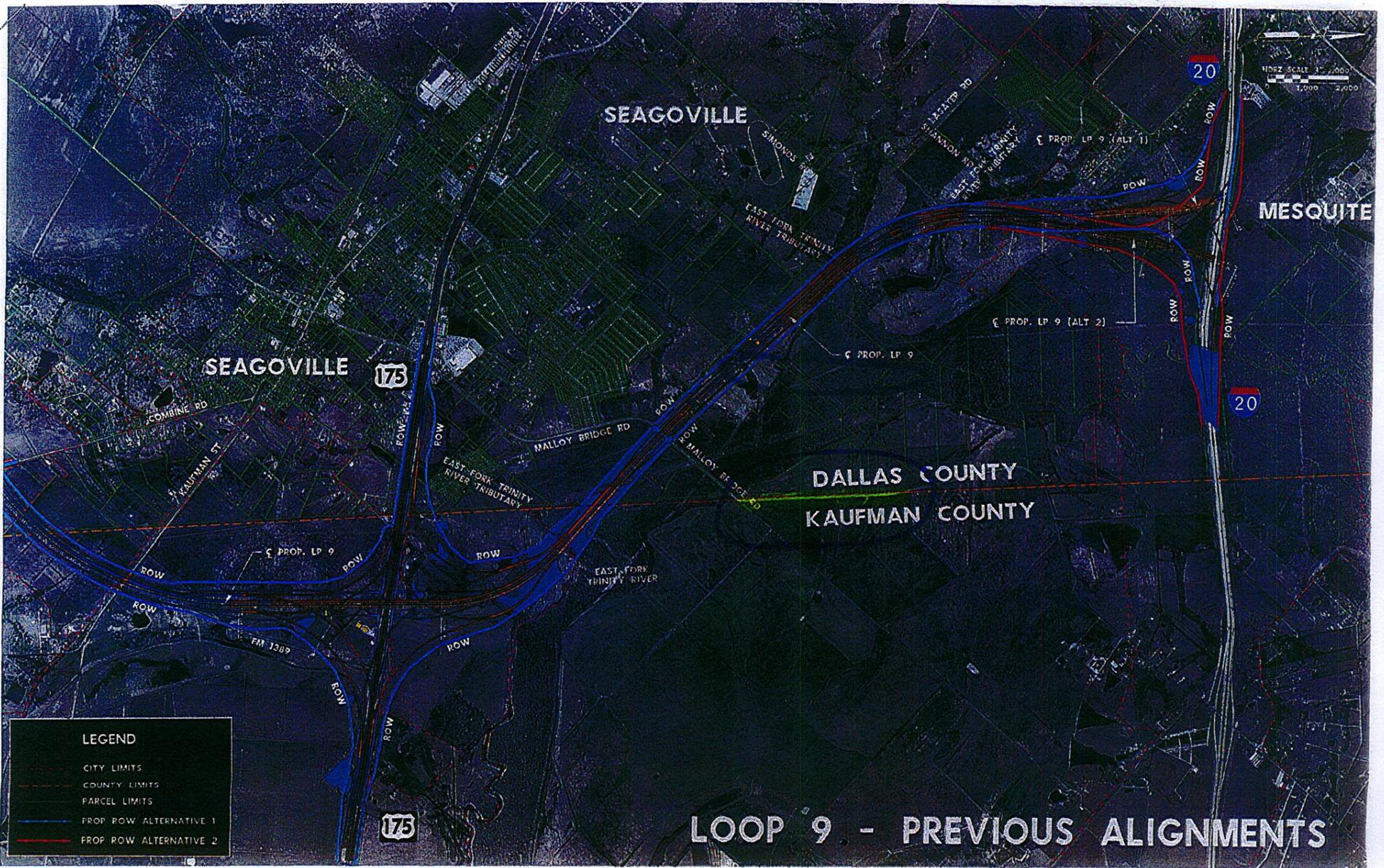
NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:

The City of Seagoville, Texas proposes to institute annexation proceedings to annex a portion of the county road and the adjacent right-of-way that abuts, contiguous, and connects the boundary limits of said city and to adopt a service plan to include the following described territory, to wit:

Property Description: Approximately 7,277 ± feet of the recorded public right-of-way of East Malloy Bridge Road, located in Kaufman County, Texas, beginning at its intersection with the northern boundary line of territorial limits of the City of Seagoville, and running north/northeast to its intersection with the southern boundary line of the territorial limits of the City of Seagoville.

Three (3) public hearings will be held by and before the City Council of the City of Seagoville, Texas, on Monday the 7th of August, 2017 at 7:00 p.m., Monday the 21st of August, 2017 at 7:00 p.m. and Monday the 28th of August, 2017 at 7:00 p.m. in the Council Chambers of the Seagoville Municipal Building, located at 702 N. Highway 175, Seagoville, Texas, for all persons interested in the above proposed annexation and service plan. At said time and place all such persons shall have the right to appear and be heard. Of all said matters and things, all persons interested in the things and matters herein mentioned will take notice.

Kandi Jackson  
City Secretary



**LEGEND**

- CITY LIMITS
- COUNTY LIMITS
- PARCEL LIMITS
- PROP. ROW ALTERNATIVE 1
- PROP. ROW ALTERNATIVE 2

**LOOP 9 - PREVIOUS ALIGNMENTS**



**LEGEND**

- CITY LIMITS
- COUNTY LIMITS
- PARCEL LIMITS
- PROP ROW ALTERNATIVE 1
- PROP ROW ALTERNATIVE 2

**LOOP 9 - PREVIOUS ALIGNMENTS**

HORIZ SCALE 1" = 1,000'  
1,000 2,000'

SEAGOVILLE

SEAGOVILLE

MESQUITE

DALLAS COUNTY  
KAUFMAN COUNTY

175

20

20

COMBINE RD

KAUFMAN ST

FM 1389

MALLOY BRIDGE RD

E MALLOY RD

PROP LP 9 (ALT 1)

PROP LP 9 (ALT 2)

PROP LP 9

PROP LP 9

EAST FORK TRINITY RIVER TRIBUTARY

EAST FORK TRINITY RIVER

EAST FORK TRINITY RIVER TRIBUTARY

SIMMONS RD

S LASKY RD

FIVE STAR INDUSTRIAL CENTER

W 15TH

W 14TH

W 13TH

W 12TH

W 11TH

W 10TH

W 9TH

W 8TH

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W 6TH

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## ***Regular Agenda Item: 17***

**Meeting Date:** August 07, 2017

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE RIGHTS-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF SEAGOVILLE AND MOBILITIE, LLC, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

### **BACKGROUND OF ISSUE:**

Mobilitie, LLC (“Mobilitie”) is a provider of complete wireless solutions, which designs, builds and operates networks and infrastructure to deliver optimal coverage in the most demanding and challenging of environments. Mobilitie desires to access certain portions of public rights-of-way (“ROW”) within the City of Seagoville (“City”) territorial boundaries to provide communication services. City staff and legal department have reviewed the Rights-of-Way Agreement (“Agreement”) proposed by Mobilitie

### **FINANCIAL IMPACT:**

\$298.00 per year

### **EXHIBITS**

Resolution  
Agreement  
Plans

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

**RESOLUTION NO. 45-R-2017**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE RIGHTS-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF SEAGOVILLE AND MOBILITIE, LLC, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Mobilitie, LLC (“Mobilitie”) is a provider of complete wireless solutions, that designs, builds and operates networks and infrastructure to deliver optimal coverage in the most demanding and challenging of environments; and

**WHEREAS**, Mobilitie desires to access certain portions of public rights-of-way (“ROW”) within the City of Seagoville (“City”) territorial boundaries to provide communication services; and

**WHEREAS**, the City staff and legal department have reviewed the Rights-of-Way Agreement (“Agreement”) proposed by Mobilitie; and

**WHEREAS**, the City Council hereby finds that it is in the best interest of the citizens of Seagoville to approve the terms and conditions of the Agreement with Mobilitie and authorizes the City Manager to execute the same;

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

**SECTION 1.** The City Council approves the terms and conditions of the Rights-of-Way Agreement by and between the City and Mobilitie, which is attached hereto and incorporated herein as Exhibit A, and hereby authorizes the City Manager to execute said Agreement.

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

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

**SECTION 4.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 7<sup>th</sup> day of August, 2017.

APPROVED:

\_\_\_\_\_  
DENNIS K. CHILDRESS, MAYOR

ATTEST:

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
ALEXIS G. ALLEN, CITY ATTORNEY

(/cdb 08. 02.2017)

## RIGHTS-OF-WAY AGREEMENT

This Rights-of-Way Agreement ("Agreement") is entered into between the City of Seagoville, Texas ("City") and Mobilitie, LLC ("Mobilitie") and its successors and assigns.

WHEREAS, Mobilitie wishes to access certain portions of the public rights-of-way within the City's territorial boundaries ("Rights-of-Way") to provide communications services; and

WHEREAS, the City wishes to enable Mobilitie to provide those services to benefit its residents;

NOW, THEREFORE, the parties agree as follows:

1. Use of Rights-of-Way. Mobilitie may use the Rights-of-Way to install, maintain, operate, repair, modify, replace, and/or remove Network Nodes from time to time. The term "Network Nodes" as used herein shall mean equipment at a fixed location that enables wireless communications between user equipment and a communications network, as further defined by Chapter 284 of the Local Government Code.
2. Application Fees. To the extent permitted by Law, Mobilitie is required to pay an "Application Fee" to the City for installation of network node(s) within the City's right-of-way, regardless of whether the network node(s) are to be attached to an existing utility pole, a city service pole or on a new pole. Mobilitie shall pay to the City an Application Fee in the lesser amount of (i) the actual, direct, and reasonable costs related to processing the application or (ii) (A) \$1,000.00 in connection with an application to install a new Node Support Pole and (B) \$500.00 per application covering up to five separate Network Nodes and \$250.00 for each additional Network Node per application in connection with applications to install Network Nodes on existing Utility Poles and City Service Poles.
3. The City agrees to process all permit applications submitted by Mobilitie in a non-discriminatory manner and in conformance with applicable law, including but not limited to Chapter 284 of the Local Government Code, as adopted in Senate Bill 1004 of the 2017 Legislative Session and as thereafter amended. In addition to the information required in the application(s), Mobilitie will submit to the City design drawings and specifications of the Network Nodes and Node Support Poles and their proposed locations within the Rights-of-Way (whether installed subsurface and/or attached to poles or other structures owned by the City, Mobilitie, or a third party). Mobilitie must also provide any information required by the City to ensure Mobilitie is in compliance with Chapter 284 of the Local Government Code; a certificate that each network node to be installed by Mobilitie complies with the applicable regulations of the Federal Communications Commission; and certification that each network node has been placed into active commercial service by or for a network provider not later than the 60<sup>th</sup> day after the date the construction and final testing of the network node is completed.
4. Annual Fees. Mobilitie shall pay each calendar year to the City a "Base Annual Fee" for installation of each Network Node in the Rights-of-Way of \$250.00. In addition to the Base Annual Fee, Mobilitie shall pay each calendar year to the City an "Additional Annual Fee" of (a) \$28.00 for each Network Node that uses a coaxial or fiber optic transport path; (b) \$20.00 for each Network Node attached to a City Service Pole, and/or (c) in an amount established by the Federal Communications Commission's pole attachment regulations for each Network Node attached to a Utility Pole that is owned by the City (the Base Annual Fee and the Additional Annual Fees collectively are "Annual Fees"). City may adjust the Annual Fee once each calendar year by an amount equal to one-half of the consumer price index for All Urban Consumers for Texas as published by the federal Bureau of Labor Statistics by providing Mobilitie sixty (60) days advanced notice of such adjustment. Notwithstanding the foregoing, if City charges fees to third parties for access to the Rights-of-Way for uses substantially similar to those of Mobilitie that are lower than the Annual Fees set forth herein, then City shall charge Mobilitie the same fees as such third parties in lieu of the Annual Fees set forth herein.

Notwithstanding the foregoing, for each Network Node installed and operational before September 1, 2017, Mobilitie

shall pay an "Alternate Fee" of \$1,500.00 through calendar year 2017. The Network Node will be subject to the standard Annual Fees under Chapter 284 and consistent with this contract thereafter.

Payment of Annual Fees. Mobilitie's obligation to pay the Annual Fee will commence on the first day of the month following the date of installation, and the initial payment thereof will be made payable to the City within thirty (30) days of installation. Each subsequent Annual Fee payment will be made upon each anniversary of the installation date. Except as provided for in this Agreement, the annual Network Node Public Right-of-Way Rate is non-refundable.

Annual Fees shall be made payable in the form of a money transfer or check to the City. All Annual Fees paid prior to the expiration or earlier termination of this Agreement or removal of the applicable Network Nodes by Mobilitie shall be retained by the City.

The Initial Annual Network Node Payment shall be pro-rated for the months remaining in the calendar year after the permit issuance date. The annual Network Node Public Right-of-Way Rate for every year after the Initial Annual Network Node Payment shall be paid in advance on or before December 31 of each calendar year for each Network Node in the Public Right-of-Way for the next calendar year period.

5. Collocation on City Service Poles. Prior to installing network nodes on a city-owned service pole, Mobilitie must enter into a collocation agreement with the City. By entering into this Agreement, the City in no way waives its right to require a collocation agreement for use of City Service Poles.

6. Other Permits, Consents, and Fees. Mobilitie will obtain any other permits and pay any other fees applicable to Mobilitie's use of the Rights-of-Way only as required under the City's rights-of-way management regulations and/or any other applicable local, state or federal regulation, including, without limitation, those designed to protect structures in the Rights-of-Way, to ensure the proper restoration of the Rights-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the Rights-of-Way. Should Mobilitie seek to attach Network Nodes to a pole in the Rights-of-Way that is owned by a third party, Mobilitie shall obtain all required authorizations and approvals from such third party. Mobilitie shall not be obligated to submit any other applications or pay any other Application Fees or Annual Fees in connection with Network Nodes or the installation of Mobilitie Poles. Notwithstanding anything contained in this Agreement to the contrary, Mobilitie shall not be required to obtain any permit, pay any fee, or be subject to any requirement or condition that does not generally apply to all other occupants of the Rights-of-Way.

7. Removal and Relocation. Mobilitie may remove one or more Network Nodes from time to time during the term, in which event Mobilitie shall provide advance notice thereof to the City and Mobilitie shall have no further obligations or liability, including for the payment of Annual Fees, in connection therewith. If Mobilitie ceases use of a Network Node for a period of more than sixty (60) consecutive days, it shall remove such Network Node at its own expense, including any Mobilitie Pole that was installed as a Node Support Pole. If Mobilitie is required to relocate its Network Nodes due to City's bona fide right-of-way requirements, Mobilitie shall relocate its Network Nodes to a mutually acceptable location upon a mutually agreed schedule at Mobilitie's cost.

8. No Interference. Network Nodes shall not physically interfere with or cause harmful interference to the City's existing radio facilities located on City poles. The City shall not physically interfere with or cause harmful interference to Network Nodes installed by Mobilitie. Mobilitie shall coordinate with the City on any maintenance of City poles so as not to obstruct or impede the City's performance of such maintenance. Mobilitie shall provide the City with a telephone number that the City can contact to request Mobilitie's coordination pursuant to this paragraph.

9. Term and Renewal. The term of this Agreement shall be for ten (10) years commencing on the date hereof, and shall automatically renew for four (4) additional five (5) year periods thereafter, unless Mobilitie notifies the City of its intent not to renew at least ninety (90) days prior to the end of the then current term. Notwithstanding the foregoing,

either party may terminate this Agreement in the event the other party materially breaches a provision herein and the breach is not cured within sixty (60) days after receipt of written notice thereof from the non-breaching party. If the nature of the breach reasonably requires more than sixty (60) days to cure, the breaching party will not be in default hereunder if such party promptly commences such cure and is diligently pursuing the same.

10. Compliance with Laws. Mobilite's use of the Rights-of-Way will be consistent with the City's rights-of-way management regulations, including the City's Design Manual as adopted at the time an application for a Network Node is submitted, and all applicable federal, state, and local laws, statutes, ordinances, regulations, or administrative orders (including, but not limited to, those issued by the Federal Communications Commission and/or the Public Utility Commission of Texas, or their successor agencies) and any binding judicial interpretations thereof (collectively, "Laws"). If any Laws that govern any aspect of the rights or obligations of the parties under this Agreement shall change after the effective date and such change makes any aspect of such rights or obligations inconsistent with the then-effective Laws, then the parties agree to promptly amend the Agreement as reasonably required to accommodate and/or ensure compliance with any such legal or regulatory change. If any Law renders any provision of this Agreement invalid, the remaining provisions shall remain in full force and effect. It is the intention of the City and Mobilite that this Agreement be interpreted in a manner consistent with Texas law, as amended.

11. Indemnification. Mobilite shall indemnify the City in accordance with the indemnification provisions of Section 283.057(a) and (b) of the Local Government Code, made applicable pursuant to Section 284.302 of the Local Government Code.

12. Limitations of Liability. Neither party shall be liable for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption or loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.

13. Insurance. Mobilite shall obtain and maintain in full force and effect for the duration of this Agreement Commercial General Liability insurance and Commercial Automobile Liability insurance covering Mobilite against any and all claims, injury or damage to persons or property, both real and personal, caused by the construction, erection, operation, or maintenance of the Network Nodes, in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability; statutory workers' compensation as required by applicable law; and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000). The insurance policies shall name the City as an additional insured with the exception of the workers' compensation policy. Mobilite shall furnish copies of certificates of insurance to the City. Mobilite will provide the City with thirty (30) days' prior written notice of cancellation.

14. Notice. Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail, postage prepaid, or by commercial overnight courier. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to City:

City of Seagoville  
Address \_\_\_\_\_

Attn: \_\_\_\_\_

With a copy to:

City of Seagoville  
Address \_\_\_\_\_

Attn: \_\_\_\_\_

If to Mobilitie:

Mobilitie, LLC  
Attn: Legal Department  
660 Newport Center Drive  
Suite 200  
Newport Beach, CA 92660

With a copy to:

Mobilitie, LLC  
Attn: Asset Management  
660 Newport Center Drive  
Suite 200  
Newport Beach, CA 92660

15. Governing Law and Venue. The provisions of this Agreement shall be construed under, and in accordance with, the Laws of the State of Texas without regard to its conflict-of-laws principles. In the event any court action is brought directly or indirectly by reason of this Agreement, the courts of the County in which the City is located shall have jurisdiction over the dispute and venue shall be in such County.

16. Miscellaneous. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. This Agreement is the complete and exclusive statement of the parties' agreement with respect to the subject matter and supersedes all other oral and written agreements or communications between the parties prior to the execution of this Agreement relating to this subject matter. This Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right. This Agreement may be executed, whether by hand signature or electronic signature via DocuSign, in two or more counterparts, and delivered in multiple counterparts, which counterparts may be delivered by facsimile or via electronic mail with the same effect as delivery of the originals, all of which shall be considered one and the same original agreement and shall become effective when one or more counterparts have been signed by each of the parties. This Agreement shall take effect on the date that is the later of the dates on which each of the parties have executed this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the dates below.

CITY OF SEAGOVILLE

MOBILITIE, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





T/ OF (N) ANTENNA = ± 72'-2"  
 C/ OF (N) ANTENNA = ± 70'-11"  
 B/ OF (N) ANTENNA = ± 69'-8"  
 T/ OF (N) POLE = ± 68'-10"

T/ OF (N) ANTENNA = ± 72'-2"  
 C/ OF (N) ANTENNA = ± 70'-11"  
 B/ OF (N) ANTENNA = ± 69'-8"  
 T/ OF (N) POLE = ± 68'-10"

C/ OF (N) UE RELAY = ± 17'-6"  
 B/ OF (N) UE RELAY = ± 17'-0"

C/ OF (N) UE RELAY = ± 17'-6"  
 B/ OF (N) UE RELAY = ± 17'-0"

C/ OF (N) RADIO HEAD = ± 15'-0"

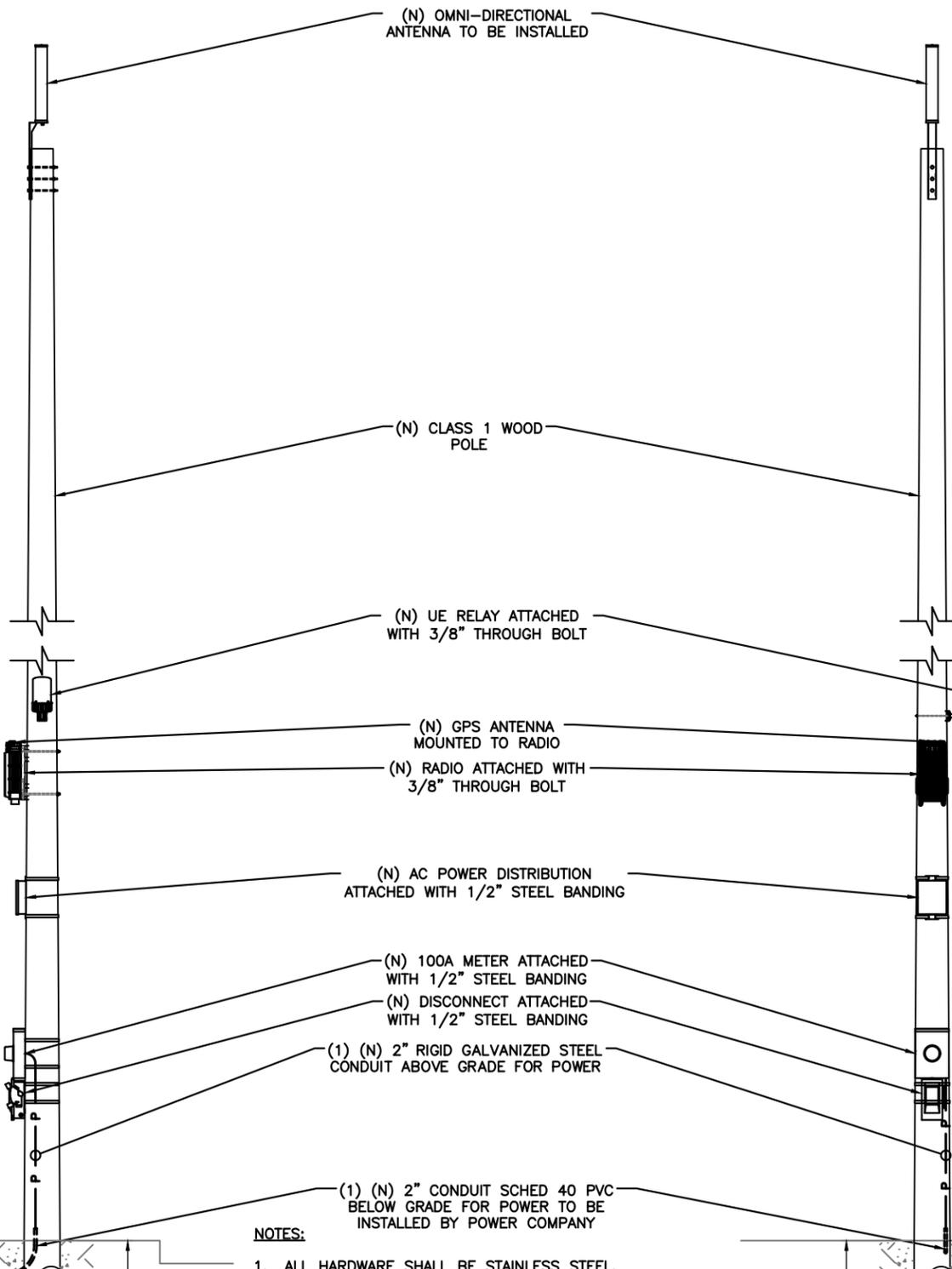
C/ OF (N) RADIO HEAD = ± 15'-0"

C/ OF (N) AC DISTRIBUTION BOX = ± 11'-0"

C/ OF (N) AC DISTRIBUTION BOX = ± 11'-0"

C/ OF (N) METER = ± 6'-0"

C/ OF (N) METER = ± 6'-0"



**SIDE VIEW**

**BACK VIEW**

**NOTES:**

1. ALL HARDWARE SHALL BE STAINLESS STEEL.
2. ALL CABLES SHALL BE SECURED TO POLE EVERY 36" OR LESS.
3. LIGHTNING RODS SHALL BE INCLUDED AS REQUIRED.

**NOTE:**  
 \* CONTRACTOR TO COMPARE EMBEDMENT DEPTH WITH FINAL STRUCTURAL ANALYSIS REPORT. STRUCTURAL REPORT TAKES PRECEDENT

**(N) POLE ELEVATIONS**  
 SCALE: 1" = 5'

PROJECT NO:	9TXB002408C
DRAWN BY:	RC
CHECKED BY:	SJB

A	05-15-17	FOR CLIENT REVIEW
---	----------	-------------------

KMB DESIGN GROUP, LLC  
**Stephen A. Bray**  
 PROFESSIONAL ENGINEER

TX LICENSE: 101593 5/13/17  
 IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT

PRELIMINARY

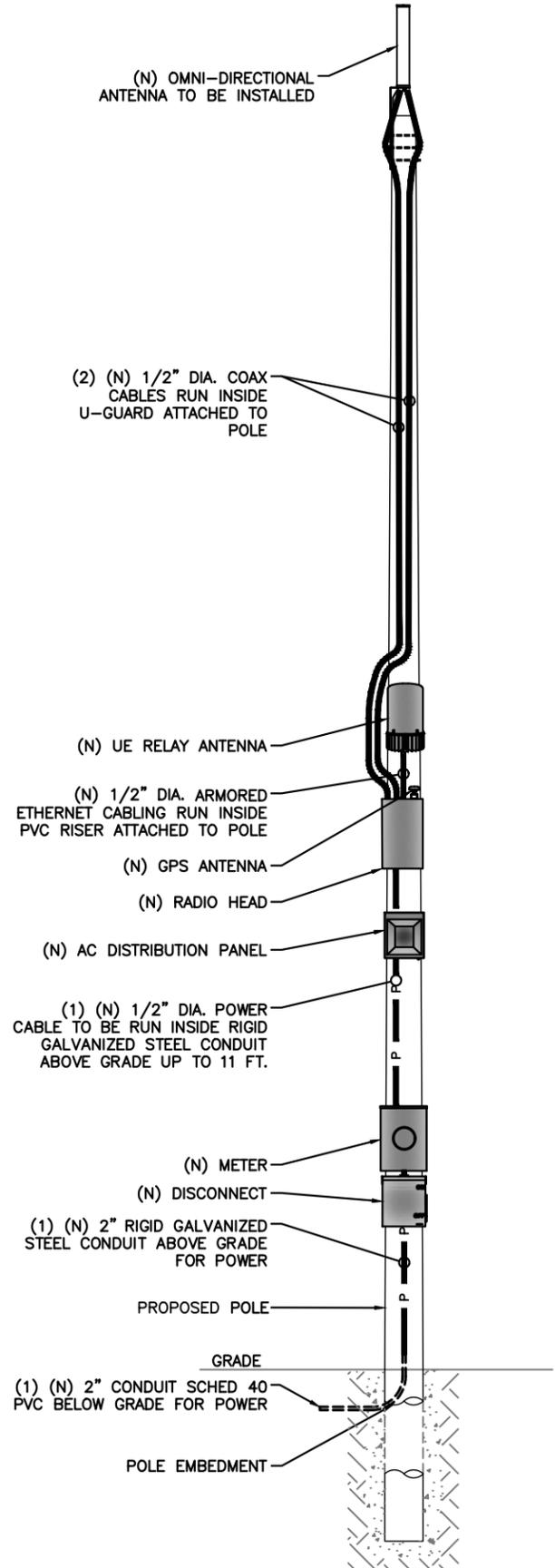
DA90XSH11C  
 SEAGOVILLE, TX 75159  
 PROPOSED 68'-10" WOOD POLE

SHEET TITLE  
**POLE ELEVATIONS**

SHEET NUMBER  
**EV-1**

**NOTE:**  
 REFER TO STRUCTURAL ANALYSIS REPORT DA90XSH11C (SEPARATE DOCUMENT) FOR ADDITIONAL STRUCTURAL INFORMATION.

CONTRACTOR TO BACKFILL PER REQUIREMENTS (SEE NOTE 2, FOUNDATIONS, GN-3)



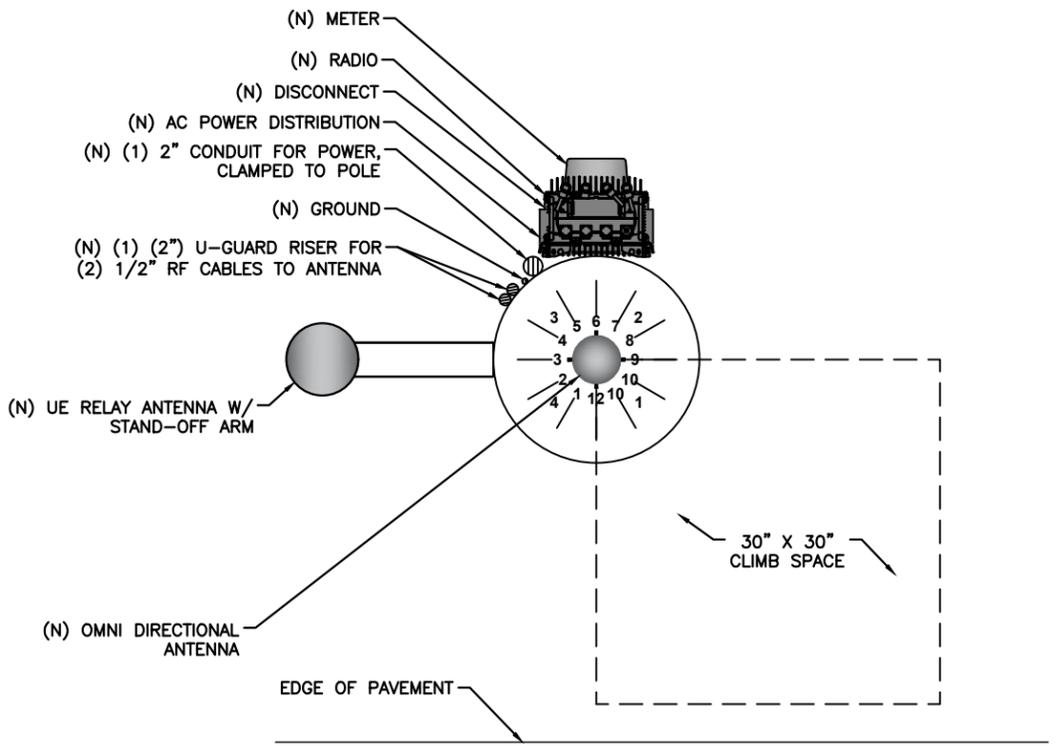
**NOTE:**  
 CABLING DIAGRAM IS FOR CLARITY OF CABLE ROUTE AND TERMINATION ONLY. CONTRACTOR SHALL INSTALL CABLES WITH MINIMAL VISUAL IMPACT ON PROPOSED CLASS 1 WOOD UTILITY POLE. SEE ELEVATION DRAWING FOR EQUIPMENT AND ANTENNA LOCATIONS.

- CABLING NOTES:**
- A) WOOD, CONCRETE AND EXISTING METALLIC POLES
    - i) FROM GRADE LINE TO 11'-0" ABOVE GRADE, ALL CABLES/CONDUCTORS EXCEPT GROUNDING CONDUCTOR MUST RUN IN RIGID GALVANIZED STEEL CONDUIT (RGS)
    - ii) GROUNDING CONDUCTORS IN EXPOSED LOCATIONS MUST BE INSTALLED IN PVC.
    - iii) IN EARTH INSTALL PVC CONDUIT FOR BACKHAUL AND ELECTRICAL SERVICE. TRANSITION TO RGS AT GRADE LINE.
    - iv) ABOVE 11'-0" ALL CABLES (POWER, ETHERNET, COAXIAL) MUST RUN IN PVC UTILITY POLE RISER.
      - (1) AT MAJOR EQUIPMENT, EXTEND UTILITY DUCT IMMEDIATELY ADJACENT TO THE EQUIPMENT. INSTALL CABLES IN THE UTILITY POLE RISER CREATING CABLE DRIP LOOPS NOT LESS THAN THE CABLE BENDING RADIUS.
      - (2) INSIDE THE UTILITY POLE RISER, UTILIZE 1/2" COAX BLOCKS WITH LAG SCREWS TO SUPPORT COAX, RADIO AND MW POWER, RF COAX, AND ETHERNET CABLES TO WITHIN 12" OF THE EQUIPMENT BEING SERVED AND ON INTERVALS NOT TO EXCEED 6'.
    - v) FOR UNDERGROUND HFC/PUBLIC BACKHAUL, ROUTE ETHERNET CABLE IN CONDUIT UP THE POLE AND ENTER THE UTILITY POLE RISER. SEAL EXPOSED END OF CONDUIT WITH A CABLE TERMINATION FITTING.
    - vi) BY APPROVAL IN SELECT CASES LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LFMC) MAY BE USED IN LENGTHS NOT TO EXCEED 36" TO EXTEND THE ELECTRICAL SERVICE CONDUIT TO THE AC DISTRIBUTION BOX. EXAMPLE: UTILITY-REQUIRED DISCONNECT ON POLE W/ AC DISTRIBUTION BOX ON OPPOSITE SIDE OF POLE. NOT REQUIRED FOR COAX.
  - B) NEW METALLIC POLES
    - i) PROCURE NEW POLES WITH SUITABLE HAND HOLES SUCH THAT HAND HOLES EXIST AT ALL EQUIPMENT LOCATIONS.
      - (1) WITH CLIENT APPROVAL IN SELECT CASES TO FACILITATE IMPROVED APPEARANCE, 1/2" COAXIAL CABLES MAY BE "SUPERFLEX" IN LIEU OF LDF-4.
    - ii) WHERE POSSIBLE, INSTALL POLE BASE SUCH THAT THE ELECTRICAL FEED AND BACKHAUL (IF UNDERGROUND) CIRCUIT ENTER THE POLE THROUGH THE POLE BASE. IF A DISCONNECTING MEANS SEPARATE FROM THE AC DISTRIBUTION BOX IS REQUIRED BY JURISDICTION OR UTILITY, WITH APPROVAL IN SELECT CASES LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LFMC) MAY BE USED IN LENGTHS NOT TO EXCEED 36" TO EXTEND THE ELECTRICAL SERVICE CONDUIT TO THE AC DISTRIBUTION BOX.

**PLUMBING DIAGRAM**  
 SCALE: NOT TO SCALE 1

EQUIPMENT CHART							
QTY.	DESCRIPTION	MANUFACTURER	MODEL NUMBER	AZIMUTH	CABLE	DIMENSIONS (HxWxD)	WEIGHT
1	ANTENNA	ALPHA WIRELESS	AW3477-S	TBD	56'-10"±	30.7" X 4.7" DIAMETER	7 LBS
1	UE RELAY	AIRSPAN	iR460-SPB-ST-1-P-0	TBD	3'±	13" X 7" DIAMETER	8.8 LBS
-	-	-	-	-	-	-	-
1	GPS	TALLYSMAN	TW3012	-	-	0.8" X 2.6" DIAMETER	0.3 LBS
1	RADIO	AIRSPAN	AH4000	-	3'±	20.3" X 10.3" X 8.3"	42 LBS
-	-	-	-	-	-	-	-
1	AC DISTRIBUTION PANEL	TRANSECTOR	1101-1207-1012	-	1'±	12" X 12" X 4"	17 LBS
1	METER SOCKET	MILBANK	U4801-XL-5T9	-	340'±	19" X 13" X 4.84"	21 LBS
1	NEMA TYPE-3R DISCONNECT	SIEMENS	GF222NR	-	1'±	15.45" X 8.7" X 5.95"	14 LBS

**BILL OF MATERIALS**  
 SCALE: NOT TO SCALE 2



**RISER ORIENTATION DIAGRAM**  
 SCALE: NOT TO SCALE 3

PROJECT NO: 9TXB002408C  
 DRAWN BY: RC  
 CHECKED BY: SJB

A 05-17 FOR CLIENT REVIEW

KMB DESIGN GROUP, LLC  
**Stephen A. Bray**  
 PROFESSIONAL ENGINEER

TX LICENSE: 101593 5/13/17  
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PRELIMINARY

DA90XSH11C  
 SEAGOVILLE, TX 75159  
 PROPOSED 68'-10" WOOD POLE

SHEET TITLE  
**PLUMBING & RISER DIAGRAM**

SHEET NUMBER  
**PL-1**

**MANUFACTURER:** ALPHA WIRELESS  
**MODEL:** AW3477-S  
**HEIGHT:** 30.7 IN  
**DIAMETER:** 4.7 IN Ø  
**WEIGHT:** 7 LBS  
**MOUNT WEIGHT:** 4.4 LBS

**ALPHA WIRELESS**

**ALPHA AW3477-S OMNI (B41)** SCALE N.T.S. **1**

**MANUFACTURER:** AIRSPAN  
**MODEL:** iR460-SPB-ST-1-P-0 (OR APPROVED EQUAL)  
**HEIGHT:** 13 IN  
**DIAMETER:** 7 IN Ø  
**WEIGHT:** 8.8 LBS

**Airspan**

**UE RELAY iR460-SPB-ST-1-P-0** SCALE N.T.S. **4**

**NOT USED** SCALE N.T.S. **7**

**MANUFACTURER:** TRANSTECTOR  
**MODEL:** 1101-1207-1012  
**HEIGHT:** 12 IN  
**WIDTH:** 12 IN  
**DEPTH:** 4 IN  
**WEIGHT:** 17 LBS

**TRANSTECTOR**

**TRANSTECTOR 1101-1207-1012** SCALE N.T.S. **10**

**MANUFACTURER:** AIRSPAN  
**MODEL:** AH 4000  
**HAR40-CN-U26M1-B06AP1 (B26)**  
**HAR40-EFCN-U41-B06AP1 (B41)** (OR APPROVED EQUAL)  
**HEIGHT:** 20.3 IN  
**WIDTH:** 10.3 IN  
**DEPTH:** 8.3 IN  
**WEIGHT:** 42 LBS

**Airspan**

**AIRSPAN RADIO AH4000** SCALE N.T.S. **2**

**BACK** **SIDE** **FRONT** **TOP**

**iR460 STAND-OFF** SCALE N.T.S. **5**

**PLAN** **FRONT** **SIDE** **DETAIL A**

**iR460 FLUSH MOUNT** SCALE N.T.S. **8**

**MANUFACTURER:** SIEMENS  
**MODEL:** GF222NR  
**TYPE-3R DISCONNECT** (OR APPROVED EQUAL)  
**HEIGHT:** 15.45 IN  
**WIDTH:** 8.7 IN  
**DEPTH:** 5.95 IN  
**WEIGHT:** 14 LBS

**SIEMENS**

**NEMA TYPE-3R DISCONNECT** SCALE N.T.S. **11**

**MANUFACTURER:** AIRSPAN  
**MODEL:** TBD (OR APPROVED EQUAL)  
**HEIGHT:** 20.8 IN  
**WIDTH:** 9.25 IN  
**DEPTH:** 2.9 IN  
**WEIGHT:** 6.6 LBS

**Airspan**

**AIRSPAN RADIO MOUNT** SCALE N.T.S. **3**

**MANUFACTURER:** FAITH TECHNOLOGIES  
**MODEL:** TBD (OR APPROVED EQUAL)  
**HEIGHT:** 29 IN  
**WIDTH:** 11.5 IN  
**DEPTH:** 11 IN  
**WEIGHT:** TBD

**FAITH TECHNOLOGIES ELECTRICAL CONTRACTOR**

**FAITH SUN SHIELD** SCALE N.T.S. **6**

**MANUFACTURER:** TALLYSMAN  
**MODEL:** TW3010/TW3012  
**HEIGHT:** 0.8 IN  
**DIAMETER:** 2.6 IN  
**WEIGHT:** 0.3 LBS

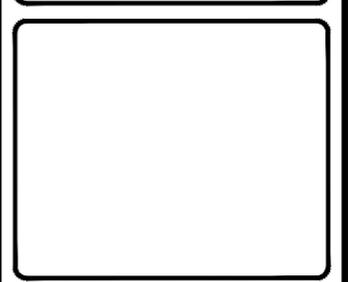
**Tallysman**

**TALLYSMAN GPS ANTENNA** SCALE N.T.S. **9**

**MANUFACTURER:** MILBANK  
**MODEL:** U4801-XL-5T9 (OR APPROVED EQUAL)  
**HEIGHT:** 19 IN  
**WIDTH:** 13 IN  
**DEPTH:** 4.84 IN  
**WEIGHT:** 21 LBS

**Milbank**

**MILBANK METER SOCKET** SCALE N.T.S. **12**



PROJECT NO:	9TXB002408C
DRAWN BY:	RC
CHECKED BY:	SJB

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 PROFESSIONAL ENGINEER

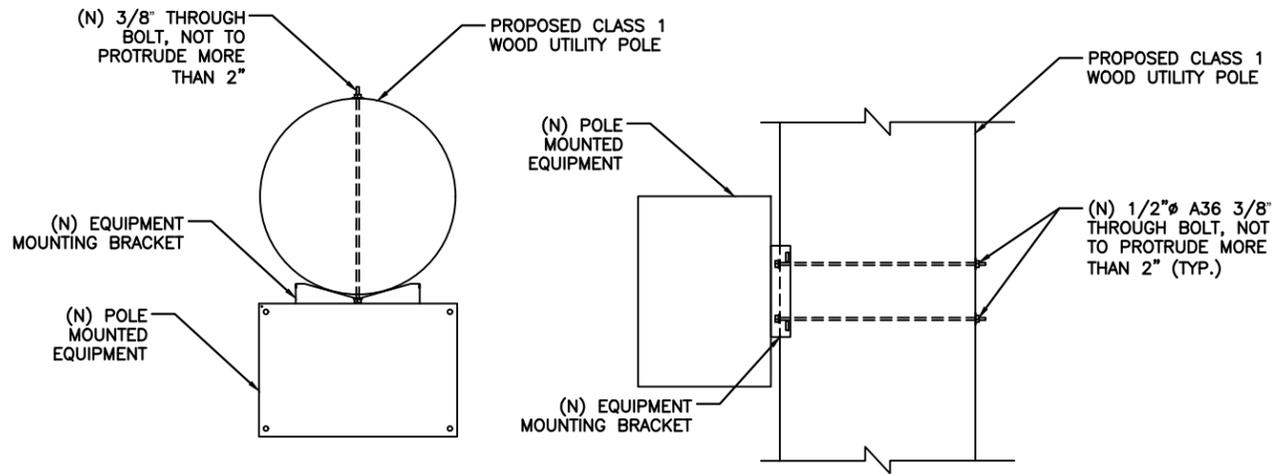
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**PRELIMINARY**

DA90XSH11C  
 SEAGOVILLE, TX 75159  
 PROPOSED 68'-10" WOOD POLE

SHEET TITLE  
**EQUIPMENT DETAILS**

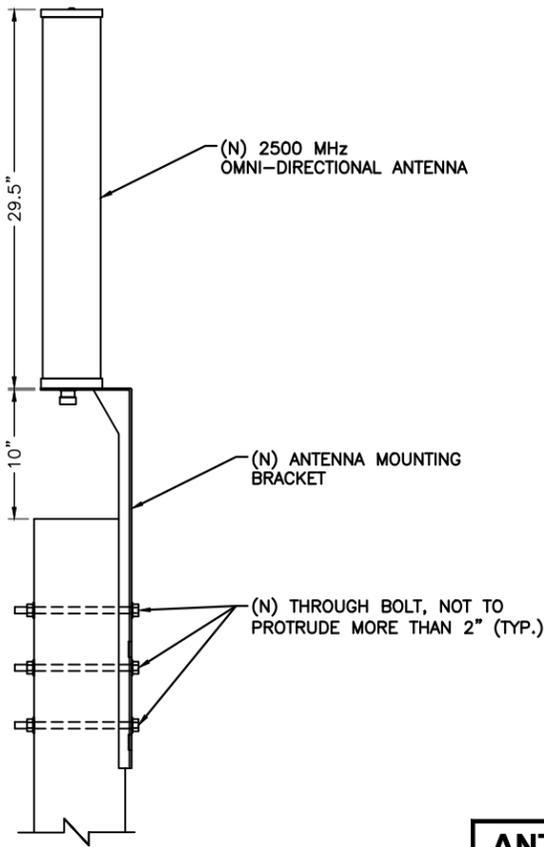
SHEET NUMBER  
**EQ-1**



**TOP VIEW**

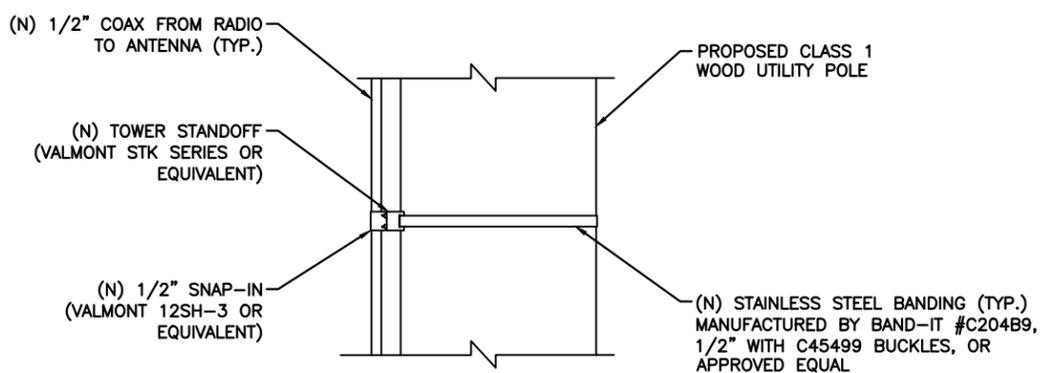
**SIDE VIEW**

**EQUIPMENT MOUNTING DETAIL**  
SCALE: NOT TO SCALE **1**



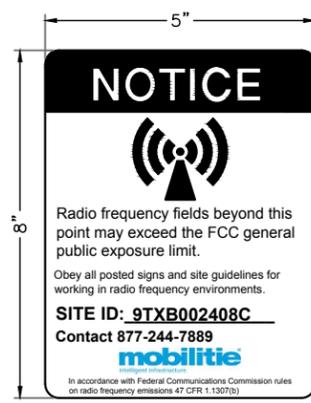
**NOTE:**  
1. MOUNTING BRACKET ACCOMMODATES POLE SIZES FROM 3" TO 10" DIAMETER.  
2. KMB DESIGN GROUP HAS NOT PERFORMED A STRUCTURAL EVALUATION FOR THE MOUNTING BRACKET. REFER TO THE MANUFACTURER FOR ADDITIONAL INFORMATION.

**ANTENNA MOUNTING DETAIL**  
SCALE: NOT TO SCALE **3**



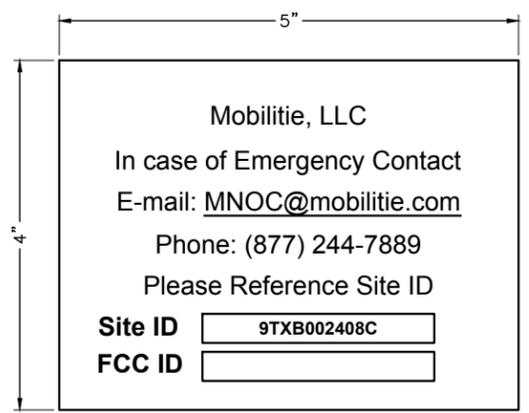
**NOTE:**  
SPACE SNAP-INS PER CABLE MANUFACTURER'S SPECIFICATIONS

**CABLE MOUNTING DETAIL**  
SCALE: NOT TO SCALE **2**



**ANTENNA SIGNAGE:**  
**ON WOOD POLES** - SIGN ON ALUMINUM WITH SS SCREW TO THE POLE  
**SIGN PLACEMENT:**  
AFFIX TO THE STRUCTURE 3-4' BELOW THE COMMERCIAL RF ANTENNA(S)  
SIZE APPROX. 8" x 5"

**ANTENNA SIGNAGE**



**OWNER / OPERATOR NOTE:**  
SITE ID LABEL TO BE AFFIXED AT OR NEAR THE POINT OF POWER CONNECTION WITH TZeS241 LABELING TAPE OR EQUIVALENT BLACK ON WHITE LABELING TAPE OF AT LEAST 18mm WIDTH WITH EXTRA-STRENGTH ADHESIVE. USE ANY COMPATIBLE P-TOUCH LABEL MAKER. TEXT SHOULD BE PRINTED IN ALL CAPS WITH A MINIMUM HEIGHT OF 1/2".

**POLE MOUNTED SIGNS**  
SCALE: NOT TO SCALE **4**



PROJECT NO:	9TXB002408C
DRAWN BY:	RC
CHECKED BY:	SJB

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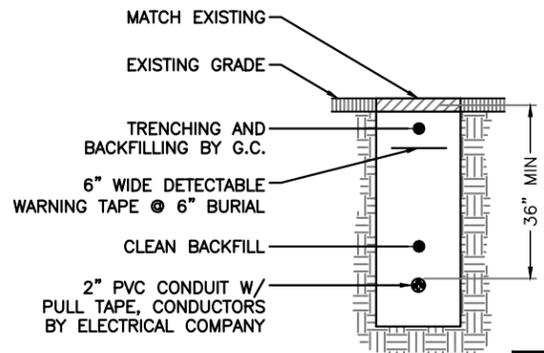
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PRELIMINARY

DA90XSH11C  
SEAGOVILLE, TX 75159  
PROPOSED 68'-10" WOOD POLE

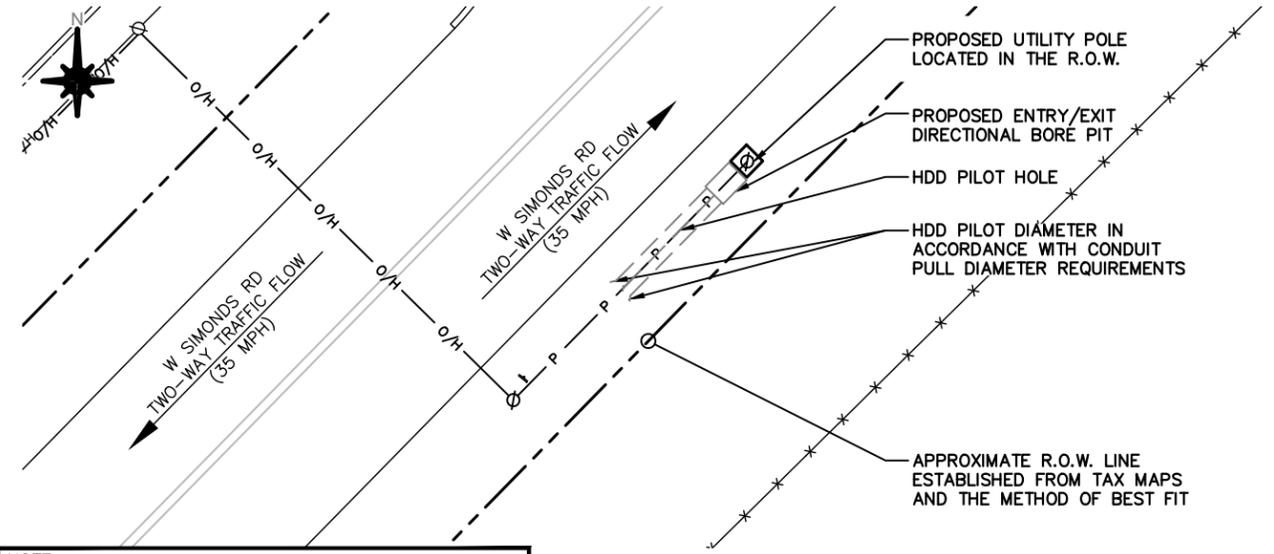
SHEET TITLE  
EQUIPMENT DETAILS

SHEET NUMBER  
EQ-2



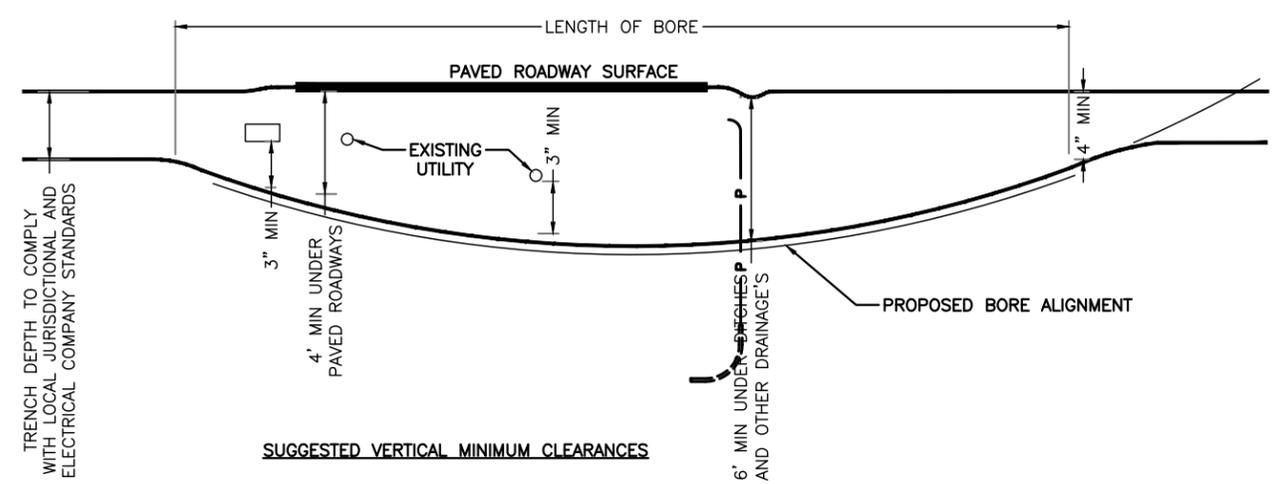
NOTE:  
TRENCH WIDTH SHALL NOT EXCEED 18"  
AT ALL ACCESS DRIVE LOCATIONS AND  
WHEN CROSSING THE COMPOUND GATE  
OPENING.

**TRENCH SECTION DETAIL**  
SCALE: NOT TO SCALE **1**



NOTE:  
1. ALL HDD CONTRACTORS SHALL BE LICENSED AS "A"  
OR "C3" CONTRACTORS IN THE APPLICABLE STATE.  
2. ALL WORK SHALL BE COMPLETED IN ACCORDANCE  
WITH TR-46 AND ASTM F1962-11

**HORIZONTAL BORE PLAN**  
SCALE: NOT TO SCALE **2**



**DIRECTIONAL BORING DETAILS**  
SCALE: NOT TO SCALE **3**

**NOT USED**  
SCALE: NOT TO SCALE **4**

**NOT USED**  
SCALE: NOT TO SCALE **5**



PROJECT NO: 9TXB002408C  
DRAWN BY: RC  
CHECKED BY: SJB

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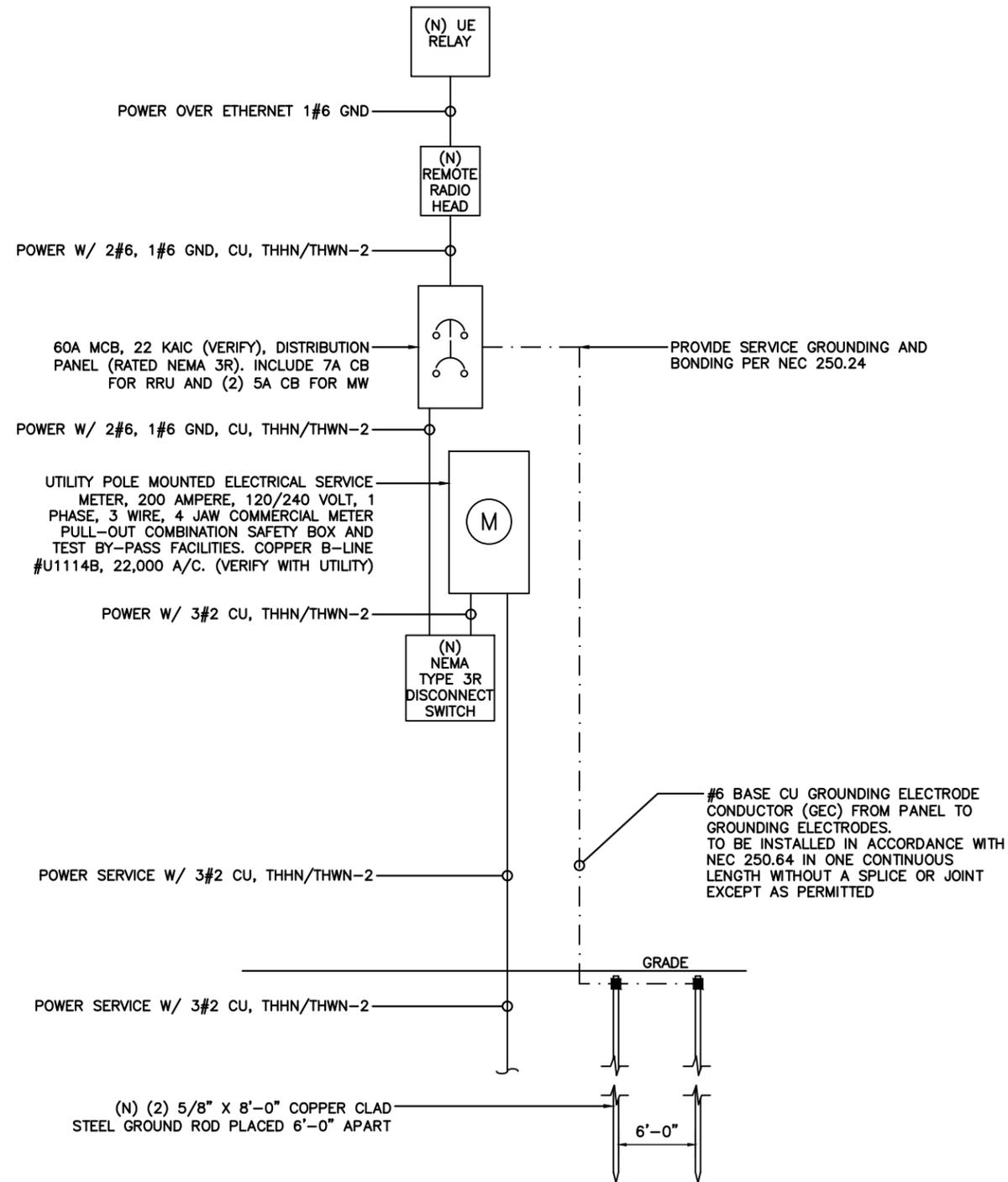
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PRELIMINARY

DA90XSH11C  
SEAGOVILLE, TX 75159  
PROPOSED 68'-10" WOOD POLE

SHEET TITLE  
**EXCAVATION DETAILS**

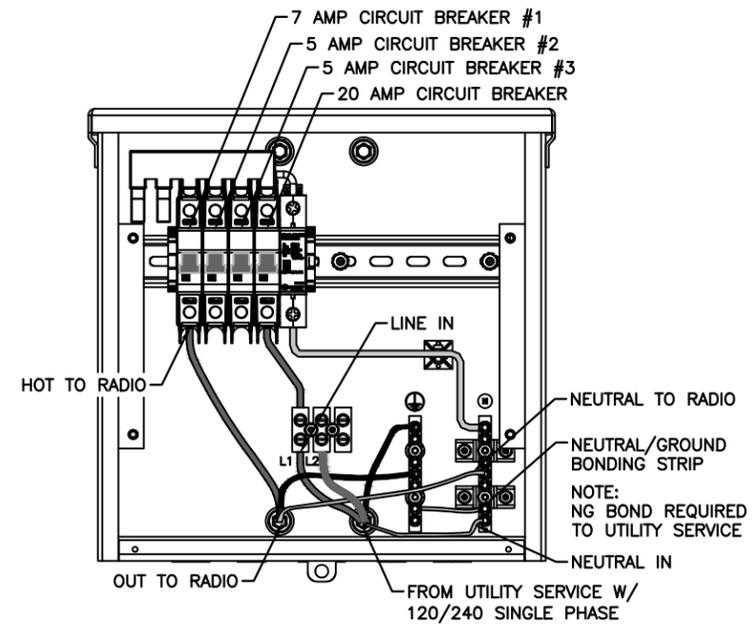
SHEET NUMBER  
**EX-1**



**ONE-LINE DIAGRAM**

SCALE: NOT TO SCALE

1



**TRANSTECTOR EXPORT  
AC DISTRIBUTION BOX**

**BREAKER SCHEDULE**

SCALE: NOT TO SCALE

2

**NOTES:**

1. NOMINAL POWER IS CALCULATED AS 80% OF OEM DOCUMENTED MAXIMUM POWER.
2. CALCULATIONS FOR UE W/ NOKIA DO NOT NEED TO INCLUDE THE POWER FOR THE UE ANTENNA AS IT IS INCLUDED IN THE MAX POWER FIGURE. CALCULATIONS FOR UE W/ AIRSPAN MUST INCLUDE UE AS IT IS NOT INCLUDED
3. KVA IS CALCULATED FROM THE CONSUMPTION VALUE ASSUMING A PF=1. MAXIMUM POWER WAS USED FOR KVA. WHERE MAXIMUM WAS NOTED BY THE OEM THE QUOTED FIGURE WAS USED. WHERE AVERAGE/NOMINAL POWER WAS NOTED BY THE OEM MAXIMUM POWER WAS CALCULATED BY INCREASING AVERAGE/NOMINAL POWER BY A FACTOR OF 50%

Airspan Scenario 2 AH4000 High Power Radio and UE Backhaul

Unit	Sub Description	Max Power (W)	Max Current (A)	KVA	kWh/Yr
AirHarmony 4000	LTE Base Station	540	4.50	0.54	4730.4
Airspan IR460	UE Relay	N/A	N/A	N/A	N/A
<b>Total</b>		<b>540</b>	<b>4.50</b>	<b>0.54</b>	<b>4730.4</b>

**LOAD CALCULATIONS**

SCALE: NOT TO SCALE

3

**mobilitie**

PROJECT NO: 9TXB002408C

DRAWN BY: RC

CHECKED BY: SJB

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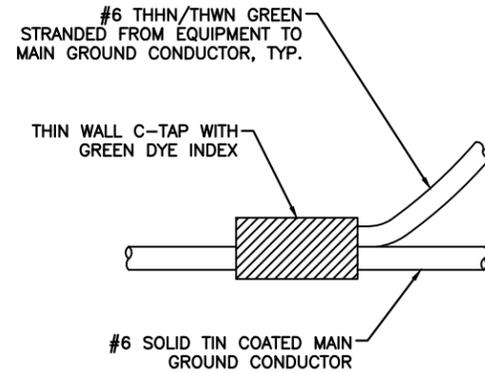
**PRELIMINARY**

DA90XSH11C  
SEAGOVILLE, TX 75159  
PROPOSED 68'-10" WOOD POLE

SHEET TITLE  
**ELECTRICAL DETAILS**

SHEET NUMBER  
**E-1**

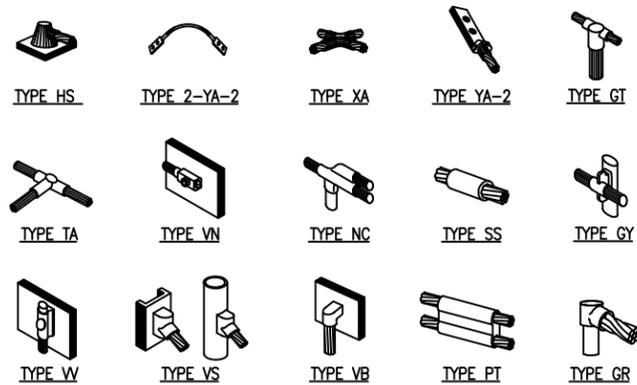
NOTE:  
CONTRACTOR TO SURROUND COMPLETED CONNECTION WITH HEAT-SHRINK TUBING TO ENSURE WEATHER PROOF CONNECTION



**C-TAP DETAIL**

SCALE: NOT TO SCALE

1

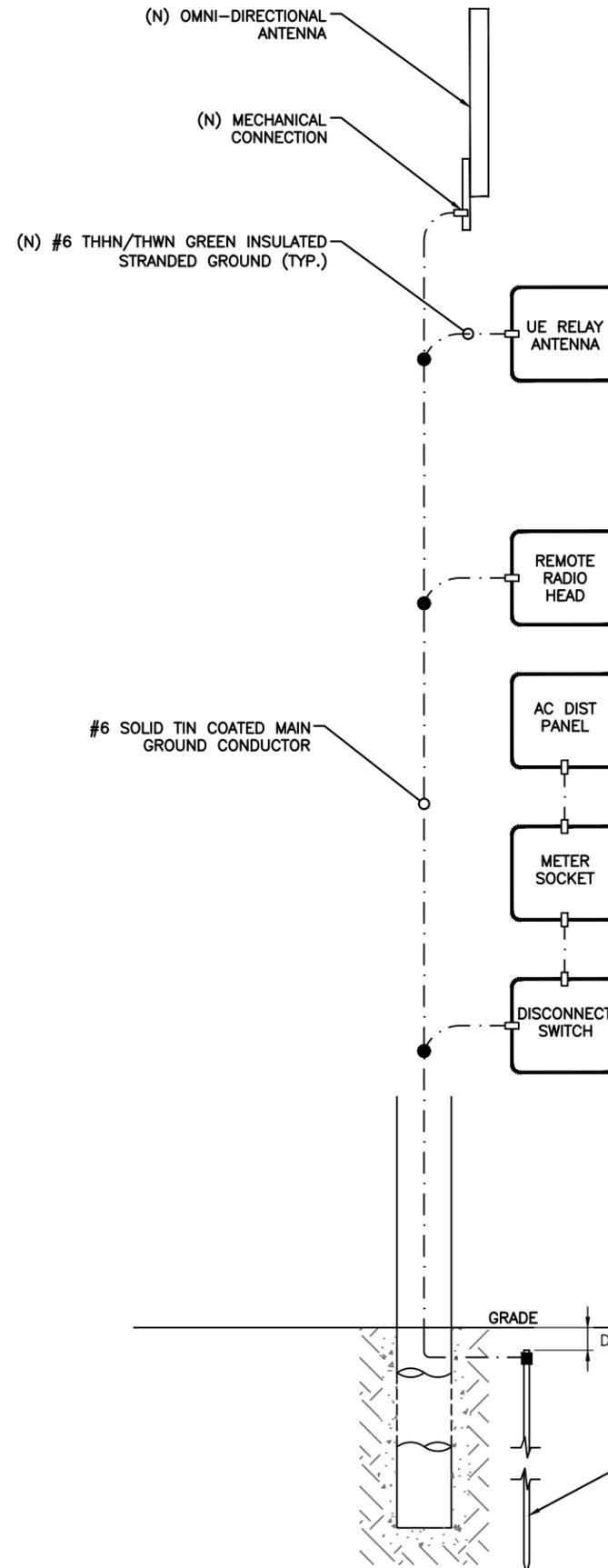


NOTE:  
ERICO EXOTHERMIC "MOLD TYPES" SHOWN HERE ARE EXAMPLES. CONSULT WITH PROJECT MANAGER FOR SPECIFIC MOLDS TO BE USED FOR THIS PROJECT.

**WELD CONNECTION DETAILS**

SCALE: NOT TO SCALE

2



- NOTES:
1. ALL RGS TO BE GROUNDED AT BOTH ENDS USING GROUNDING BUSHINGS
  2. GROUND WIRE TO BE RUN IN 1/2" SCHEDULE 40 PVC.

**GROUNDING RISER DIAGRAM**

SCALE: NOT TO SCALE

3

**LEGEND**

■	CADWELD CONNECTION
□	MECHANICAL CONNECTION
●	COMPRESSION CONNECTION

NOTE:  
GROUNDING RISER FOR DIAGRAMMATIC PURPOSES ONLY. SEE ELEVATION DRAWING FOR EQUIPMENT AND ANTENNA LOCATIONS.



PROJECT NO:	9TXB002408C
DRAWN BY:	RC
CHECKED BY:	SJB

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PRELIMINARY

DA90XSH11C  
SEAGOVILLE, TX 75159  
PROPOSED 68'-10" WOOD POLE

SHEET TITLE  
**GROUNDING DETAILS**

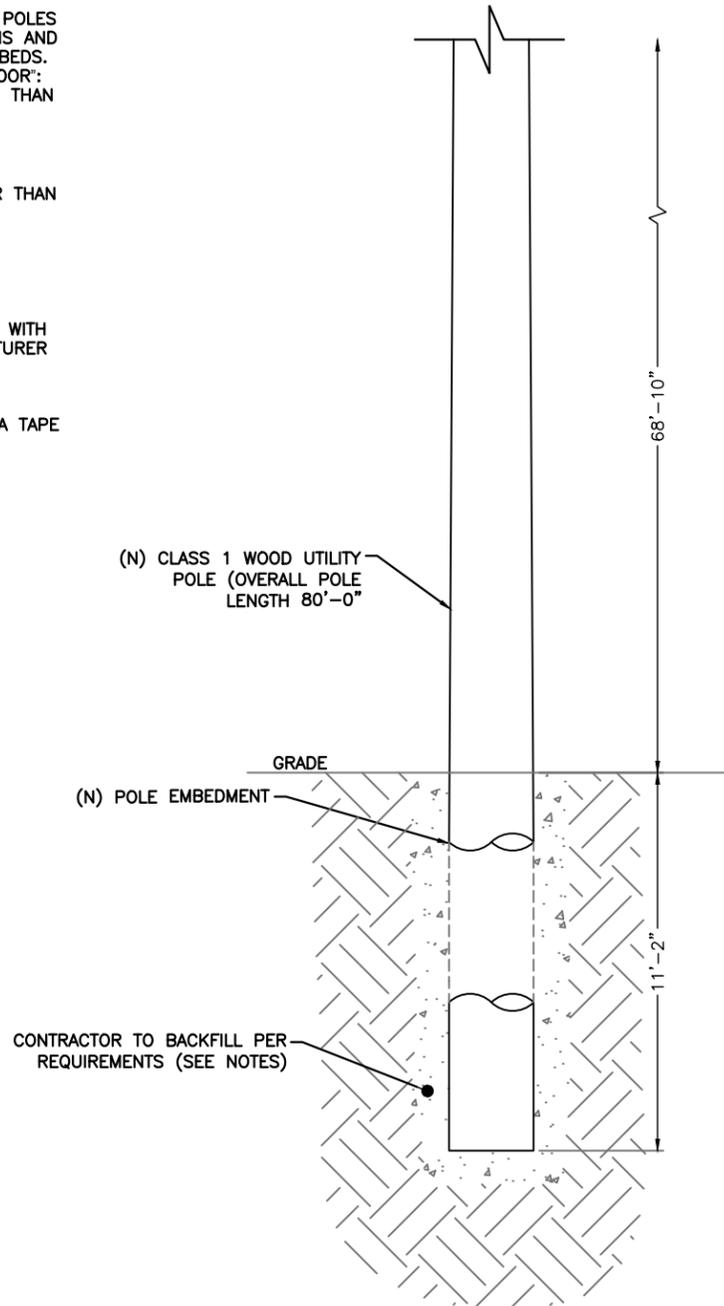
SHEET NUMBER  
**G-1**

**GENERAL CONSTRUCTION NOTES:**

1. PRIOR TO ANY CONSTRUCTION WORK, CONTRACTOR SHALL LOCATE ALL UNDERGROUND UTILITIES. ALL UTILITIES SHALL BE MARKED.
  - 1.1. BACKFILL OF POLE SHALL BE PERFORMED IN ONE OF TWO OPTIONS:
    - A. PREFERRED: RAINBOW INDUSTRIES POLE SETTING FOAM SHALL BE INSTALLED PER MANUFACTURER SPECS. FOAM SHALL ALWAYS BE USED FOR POOR SOILS.
    - B. SECONDARY: CONCRETE (REQUIRES MOBILITIE CM WRITTEN APPROVAL) ALLOWABLE SOIL PRESSURE = 2500 PSF (ASSUMED).
 NON-NATIVE SOILS SHALL BE REMOVED FROM BORE AREA AND SHALL NOT BE REUSED FOR BACKFILL
2. EMBED DEPTHS SHOWN ARE GENERALLY FOR GOOD SOILS AND CLASS1 POLES EMBED DEPTHS SHALL BE ADJUSTED BASED ON ACTUAL SOIL CONDITIONS AND FINAL POLE CLASS SELECTION. POOR SOILS WILL REQUIRE DEEPER EMBEDS. SOIL CONDITIONS ARE CLASSIFIED ACCORDING TO BEARING CAPACITY: "POOR": 0 TO 2,500 PSI, "AVERAGE": 2,501 PSI TO 8,000 PSI, "GOOD": GREATER THAN 8,000 PSI. GUYING IS AN OPTION FOR REDUCING EMBED DEPTHS BUT REQUIRES MOBILITIE CM WRITTEN APPROVAL.
3. FOUNDATION HOLE SHALL BE EXCAVATED TO A MINIMUM OF 12" LARGER THAN POLE BASE DIAMETER TO ALLOW FOR SUITABLE BACKFILL PLACEMENT.
4. REMOVE EXCESS WATER FROM HOLE BEFORE INSTALLING POLE.
5. CONTRACTOR SHALL PREPARE LIFT PLANS FOR POLE SETTING ACTIVITIES WITH A BOOM TRUCK OR CRANE. ATTACH LIFTING SLING PER POLE MANUFACTURER RECOMMENDATIONS.
6. AS REQUIRED BY MOBILITIE LLC CORPS, CONTRACTOR SHALL PERFORM A TAPE DROP MEASUREMENT OF EXCAVATED HOLE AND WITNESS DROP WITH PHOTOGRAPHS.

**NOTE:**  
SEE GN-3 FOUNDATION, EXCAVATION AND BACKFILL FOR ADDITIONAL NOTES.

**NOTE:**  
REFER TO STRUCTURAL ANALYSIS REPORT (SEPARATE DOCUMENT) FOR ADDITIONAL STRUCTURAL INFORMATION.



CLASS 1 POLE DIAMETER TABLE		
OVERALL POLE LENGTH	DIAMETER SIX FEET FROM BUTT	MIN. CIRC. SIX FEET FROM BUTT
20'-0"	9.9"	31.0"
25'-0"	10.7"	33.5"
30'-0"	11.6"	36.5"
35'-0"	12.4"	39.0"
40'-0"	13.1"	41.0"
45'-0"	13.7"	43.0"
50'-0"	14.3"	45.0"
55'-0"	14.8"	46.5"
60'-0"	15.3"	48.0"
65'-0"	15.8"	49.5"
70'-0"	16.2"	51.0"
75'-0"	16.7"	52.5"
80'-0"	17.2"	54.0"
85'-0"	17.8"	55.0"
90'-0"	17.8"	56.0"

**NOTE:**  
FOR OVERALL POLE LENGTHS BETWEEN TWO VALUES, SELECT THE HIGHER POLE ON TABLE.

WOOD POLE LENGTH TABLE			
OVERALL POLE LENGTH	MINIMUM EMBED (10%+2')	REQUIRED EMBED TO MEET 5' INCREMENT	POLE HEIGHT ABOVE GROUND
25'-0"	4'-6"	5'-0"	20'-0"
30'-0"	5'-0"	9'-0"	21'-0"
30'-0"	5'-0"	8'-0"	22'-0"
30'-0"	5'-0"	7'-0"	23'-0"
30'-0"	5'-0"	6'-0"	24'-0"
30'-0"	5'-0"	5'-0"	25'-0"
35'-0"	5'-6"	9'-0"	26'-0"
35'-0"	5'-6"	8'-0"	27'-0"
35'-0"	5'-6"	7'-0"	28'-0"
35'-0"	5'-6"	6'-0"	29'-0"
40'-0"	6'-0"	10'-0"	30'-0"
40'-0"	6'-0"	9'-0"	31'-0"
40'-0"	6'-0"	8'-0"	32'-0"
40'-0"	6'-0"	7'-0"	33'-0"
40'-0"	6'-0"	6'-0"	34'-0"
45'-0"	6'-6"	10'-0"	35'-0"
45'-0"	6'-6"	9'-0"	36'-0"
45'-0"	6'-6"	8'-0"	37'-0"
45'-0"	6'-6"	7'-0"	38'-0"
50'-0"	7'-0"	11'-0"	39'-0"
50'-0"	7'-0"	10'-0"	40'-0"
50'-0"	7'-0"	9'-0"	41'-0"
50'-0"	7'-0"	8'-0"	42'-0"
50'-0"	7'-0"	7'-0"	43'-0"
55'-0"	7'-6"	11'-0"	44'-0"
55'-0"	7'-6"	10'-0"	45'-0"
55'-0"	7'-6"	9'-0"	46'-0"
55'-0"	7'-6"	8'-0"	47'-0"
60'-0"	8'-0"	12'-0"	48'-0"
60'-0"	8'-0"	11'-0"	49'-0"
60'-0"	8'-0"	10'-0"	50'-0"
60'-0"	8'-0"	9'-0"	51'-0"
60'-0"	8'-0"	8'-0"	52'-0"
65'-0"	8'-6"	12'-0"	53'-0"
65'-0"	8'-6"	11'-0"	54'-0"
65'-0"	8'-6"	10'-0"	55'-0"
65'-0"	8'-6"	9'-0"	56'-0"
70'-0"	9'-0"	13'-0"	57'-0"
70'-0"	9'-0"	12'-0"	58'-0"
70'-0"	9'-0"	11'-0"	59'-0"
70'-0"	9'-0"	10'-0"	60'-0"
70'-0"	9'-0"	9'-0"	61'-0"
75'-0"	9'-6"	13'-0"	62'-0"
75'-0"	9'-6"	12'-0"	63'-0"
75'-0"	9'-6"	11'-0"	64'-0"
75'-0"	9'-6"	10'-0"	65'-0"
80'-0"	10'-0"	14'-0"	66'-0"
80'-0"	10'-0"	13'-0"	67'-0"
80'-0"	10'-0"	12'-0"	68'-0"
80'-0"	10'-0"	11'-0"	69'-0"
80'-0"	10'-0"	10'-0"	70'-0"
85'-0"	10'-6"	14'-0"	71'-0"
85'-0"	10'-6"	13'-0"	72'-0"
85'-0"	10'-6"	12'-0"	73'-0"
85'-0"	10'-6"	11'-0"	74'-0"
90'-0"	11'-0"	15'-0"	75'-0"

Pole Diameter (Inches)	Hole Depth (Feet)						
	4	5	6	7	8	9	10
<b>8" Hole Diameter</b>							
5.0	1	1					
6.2	1	1					
<b>18" Hole Diameter</b>							
7.0	6	8	9	11	12	13	15
8.0	6	7	9	10	12	12	14
9.0	6	7	8	9	11	12	13
10.0	5	6	8	9	9	11	12
11.0	5	6	7	8	9	10	11
12.0	4	5	6	7	8	9	10
13.0	4	4	5	6	7	7	9
14.0	3	4	4	5	6	6	7
15.0	2	3	4	4	5	5	6
16.0	2	2	2	3	3	3	4
<b>24" Hole Diameter</b>							
12.0	10	12	14	17	19	20	24
13.0	9	11	14	16	18	19	22
14.0	9	11	13	15	17	18	21
15.0	8	10	12	14	16	17	19
16.0	7	9	11	12	14	15	18
17.0	7	8	10	11	13	14	16
18.0	6	7	9	10	11	12	14
19.0	5	6	7	9	10	10	12
20.0	4	5	6	7	8	8	10
22.0	2	3	3	4	3	5	5
<b>36" Hole Diameter</b>							
18.0			32	37	43	45	53
20.0			30	34	39	42	49
22.0			27	31	36	38	44
24.0			24	28	32	34	39
26.0			21	24	27	29	33
28.0			17	20	23	24	27
30.0			13	15	18	19	21
32.0			9	11	12	13	15
34.0			5	6	6	7	7
<b>48" Hole Diameter</b>							
36.0	7	8	9	10	11	12	14
38.0	33	38	40	47	52	56	66
40.0	27	31	33	39	42	46	54
42.0	21	24	25	30	33	38	41
44.0	14	16	17	20	22	24	28
46.0	8	8	9	10	12	12	15

**NOTE:**  
FOR ABOVE GRADE HEIGHTS BETWEEN TWO VALUES, SELECT THE HIGHER POLE ON TABLE.

**POLE EMBEDMENT DETAILS**

SCALE: NOT TO SCALE



PROJECT NO: 9TXB002408C  
DRAWN BY: RC  
CHECKED BY: SJB

A 05-15-17 FOR CLIENT REVIEW

KMB DESIGN GROUP, LLC  
**Stephen A. Bray**  
PROFESSIONAL ENGINEER

TX LICENSE: 101593 5/13/17  
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PRELIMINARY

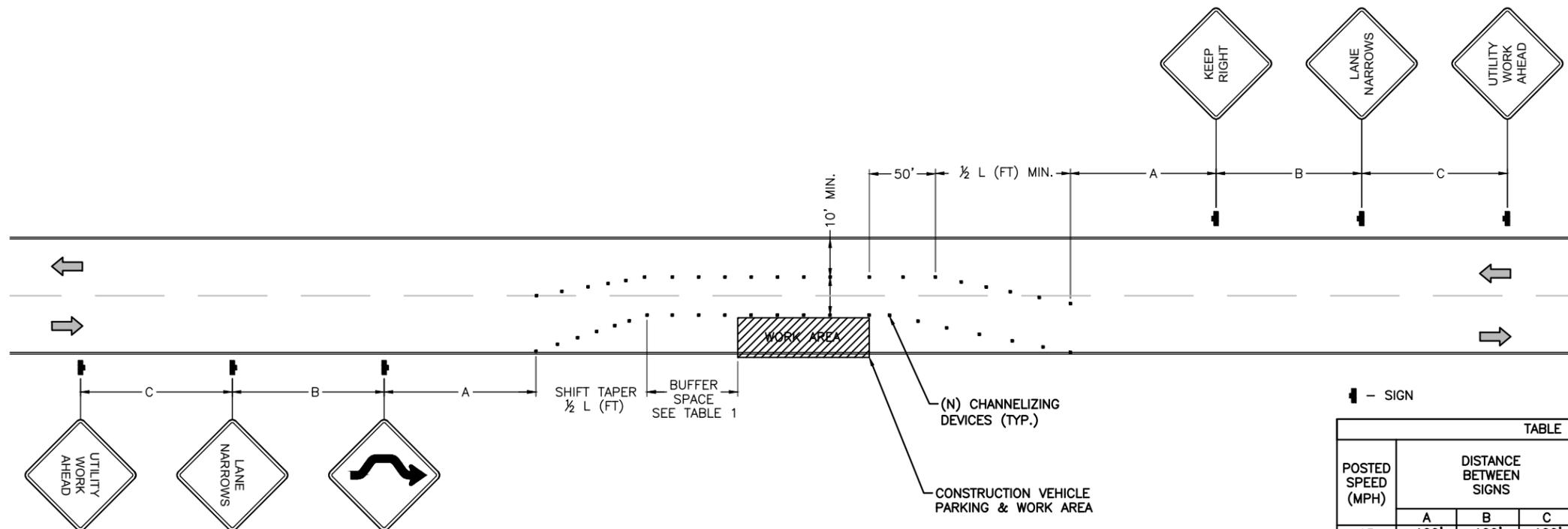
DA90XSH11C  
SEAGOVILLE, TX 75159  
PROPOSED 68'-10" WOOD POLE

SHEET TITLE  
POLE EMBEDMENT DETAILS

SHEET NUMBER  
**S-1**

**PLAN NOTES:**

1. PLANS DEPICTED ARE GENERAL GUIDELINES FOR TEMPORARY VEHICULAR TRAFFIC CONTROL PLANS (TCP) TO INCLUDE PEDESTRIAN AND WORKER SAFETY. CONTRACTOR IS REQUIRED TO HAVE PREPARED A SITE-SPECIFIC TCP FOR REVIEW AND APPROVAL BY THE HIGHWAY AUTHORITY HAVING JURISDICTION. IF REQUIRED, THE FIRM PREPARING THE TCP SHALL BE AUTHORIZED OR CERTIFIED BY THE AUTHORITY HAVING JURISDICTION.
2. EXTEND CHANNELIZATION DEVICES INTO SHOULDER WHERE APPLICABLE.
3. DISTANCES AS INDICATED IN TABLE 1 SHOULD BE INCREASED FOR CONDITIONS THAT WOULD AFFECT STOPPING. DISTANCE SUCH AS DOWNGRADES OR LIMITED SIGHT DISTANCES. DISTANCES CAN BE DECREASED FOR LOW-SPEED (RESIDENTIAL) AREAS WITH APPROVAL BY THE AUTHORITY HAVING JURISDICTION. NIGHT-TIME WORK IS PROHIBITED UNLESS IT IS REQUIRED AS A CONDITION OF APPROVAL BY THE HIGHWAY AND LOCAL AUTHORITY HAVING JURISDICTION.
4. SHOULDER TAPERS SHOULD BE 1/3 OF THE ON-STREET TAPER LENGTH.
5. MAINTAIN A MINIMUM LANE WIDTH OF 10'.



**TABLE 1**

POSTED SPEED (MPH)	DISTANCE BETWEEN SIGNS			TAPER	BUFFER
	A	B	C	L (SEE NOTE)	
15	100'	100'	100'	45'	100'
20	100'	100'	100'	80'	115'
25	100'	100'	100'	125'	155'
30	200'	200'	200'	180'	200'
35	200'	200'	200'	245'	250'
40	350'	350'	350'	320'	305'
45	350'	350'	350'	540'	360'
50	500'	500'	500'	600'	425'
55	500'	500'	500'	660'	495'
60	500'	500'	500'	720'	570'
65	500'	500'	500'	780'	645'

NOTES:  
 A) DISTANCES IN FEET UNLESS OTHERWISE NOTED.  
 B) CONTRACTOR TO VERIFY (E) SPEED LIMIT.  
 C) DISTANCES SHOWN ARE NOT VALID FOR LIMITED ACCESS HIGHWAYS. CONSULT STATE DOT MANUAL FOR DISTANCES.  
 D) ADJUST DISTANCES TO COMPLY WITH REQUIREMENT OF THE STATE OR LOCAL HIGHWAY AUTHORITY HAVING JURISDICTION. SEE NOTE 1, SHEET TC-2.  
 E) TAPER LENGTHS SHOWN BASED ON 12' LANE WIDTH. SEE NOTE 18, SHEET TC-2.

CONSTRUCTION ACTIVITY SCHEDULE										
ACTIVITY DESCRIPTION	APPROXIMATE ACTIVITY DURATION (DAYS)									
	0	1	2	3	4	5	6	7	8	9
MOBILIZATION, INSTALLATION OF EROSION, SEDIMENTATION CONTROL MEASURES	█	█	█	█	█	█	█	█	█	█
TOWER FOUNDATION EXCAVATION, CONSTRUCTION & CURING		█	█	█	█	█	█	█	█	█
TOWER ERECTION, INSTALLATION & GROUNDING RELATED WORK			█	█	█	█	█	█	█	█
MAIN SERVICE UTILITY WORK				█	█	█	█	█	█	█
EQUIPMENT AND ANTENNA INSTALLATION, UTILITY & GROUNDING CONNECTIONS						█	█	█	█	█
FINAL GRADING, AREA RESTORATION & MISCELLANEOUS DETAILS									█	█
TEMPORARY EROSION, SEDIMENTATION CONTROL REMOVAL & FINAL CLEANUP										█

**VEHICULAR TRAFFIC CONTROL PLAN - LANE SHIFT**

SCALE: NOT TO SCALE

1



PROJECT NO: 9TXB002408C  
 DRAWN BY: RC  
 CHECKED BY: SJB

A 05-15-17 FOR CLIENT REVIEW

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**Stephen A. Bray**  
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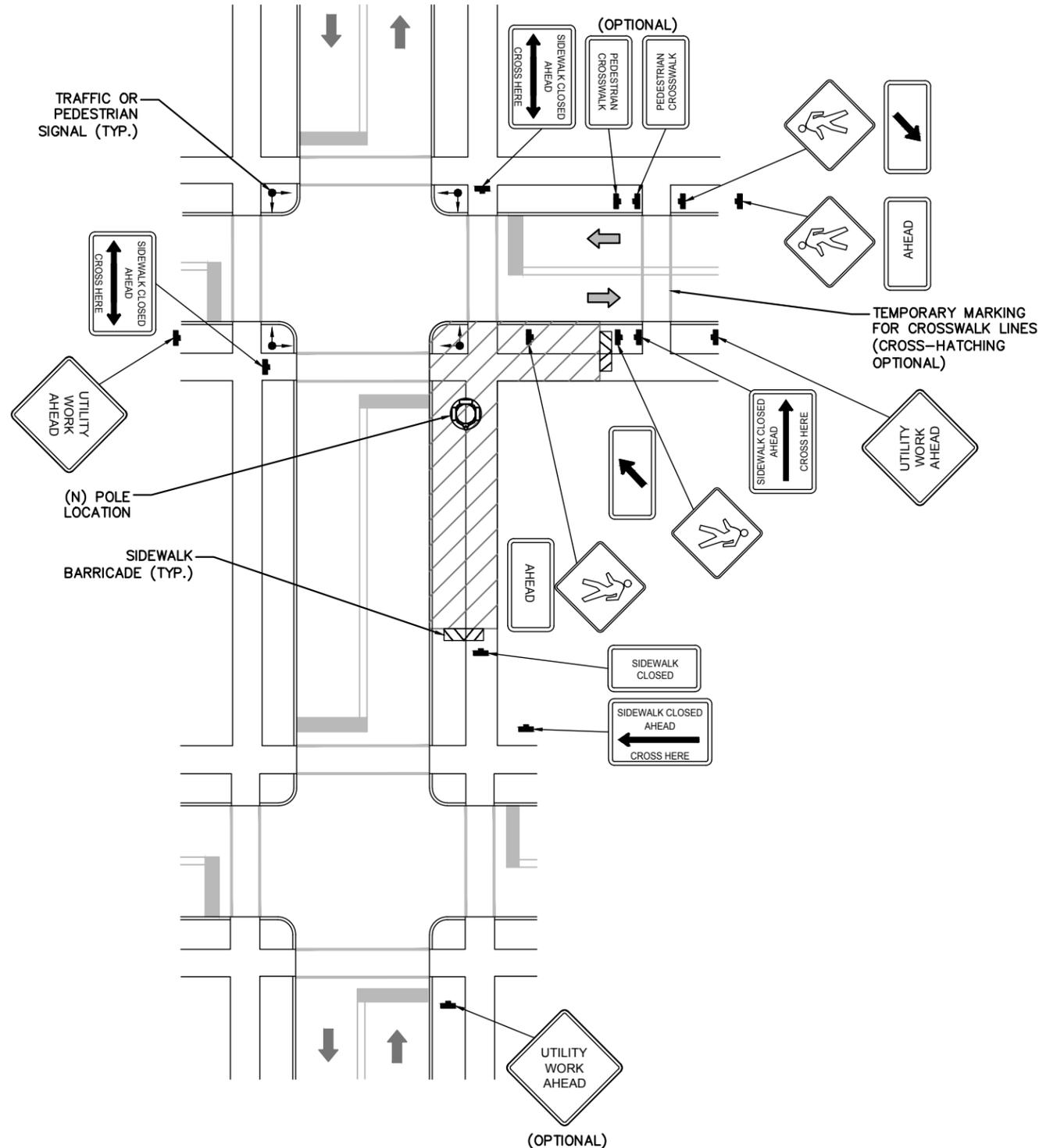
DA90XSH11C  
 SEAGOVILLE, TX 75159  
 PROPOSED 68'-10" WOOD POLE

SHEET TITLE  
**VEHICULAR TRAFFIC CONTROL PLAN**

SHEET NUMBER  
**TC-1**

**TRAFFIC CONTROL GENERAL NOTES**

1. ALL TEMPORARY TRAFFIC CONTROL SIGNAGE, LAYOUTS AND PROCEDURES SHALL COMPLY WITH LOCAL JURISDICTIONAL REQUIREMENTS AND MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION, WHICHEVER IS MORE STRINGENT.
2. PRIOR TO ANY ROAD CONSTRUCTION, TRAFFIC CONTROL SIGNS AND DEVICES SHALL BE IN PLACE.
3. TRAFFIC CONTROL DEVICES FOR LANE CLOSURES INCLUDING SIGNS, CONES, BARRICADES, ETC. SHALL BE PLACED AS SHOWN ON PLANS. SIGNS SHALL NOT BE PLACED WITHOUT ACTUAL LANE CLOSURES AND SHALL BE IMMEDIATELY REMOVED UPON REMOVAL OF THE CLOSURES.
4. SELECTION, PLACEMENT, MAINTENANCE, AND PROTECTION OF TRAFFIC, PEDESTRIANS, AND WORKERS SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) – PART VI "TEMPORARY TRAFFIC CONTROL", AND LOCAL JURISDICTIONAL REQUIREMENTS UNLESS OTHERWISE NOTED IN THE PLANS AND SPECIFICATIONS, AND SHALL BE APPROVED BY THE APPROPRIATE HIGHWAY AUTHORITY HAVING JURISDICTION.
5. ADVANCE WARNING SIGNS, DISTANCES, AND TAPER LENGTHS MAY BE EXTENDED TO ADJUST FOR REDUCED VISIBILITY DUE TO HORIZONTAL AND VERTICAL CURVATURE OF THE ROADWAY AND FOR ACTUAL TRAFFIC SPEEDS IF IN EXCESS OF POSTED SPEED LIMITS.
6. TAPERS SHALL BE LOCATED TO MAXIMIZE THE VISIBILITY OF THEIR TOTAL LENGTH.
7. CONFLICTING OR NON-OPERATING SIGNAL INDICATIONS ON THE (E) TRAFFIC SIGNAL SYSTEMS SHALL BE BAGGED OR COVERED.
8. ALL (E) ROAD SIGNS, PAVEMENT MARKINGS AND/OR PLOWABLE PAVEMENT REFLECTORS WHICH CONFLICT WITH THE (N) TRAFFIC CONTROL PLAN SHALL BE COVERED, REMOVED, OR RELOCATED. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO MATCH PRE-CONSTRUCTION CONDITION AFTER COMPLETION OF WORK.
9. CONTRACTOR SHALL CONTACT LOCAL AUTHORITY HAVING HIGHWAY JURISDICTION AND PROVIDE ADDITIONAL "FLAGMEN" OR POLICE SUPERVISION, IF REQUIRED.
10. ALL EXCAVATED AREAS WITHIN OR ADJACENT TO THE ROADWAY SHALL BE BACKFILLED AND PLACED ON A MINIMUM 6H:1V SLOPE PRIOR TO END OF EACH WORK DAY. OTHER EXCAVATED AREAS WITHIN THE CLEAR ZONE ARE TO BE EITHER BACKFILLED OR PRECAST CONCRETE CURB BARRIER CONSTRUCTION BARRIER SET TEMPORARILY IN PLACE TO SHIELD VEHICULAR AND PEDESTRIAN TRAFFIC.
11. WHERE DICTATED BY LOCAL CONDITIONS, THE CONTRACTOR SHALL MAKE PROVISIONS FOR MAINTAINING PEDESTRIAN AND WORKER CROSSING LOCATIONS IN ACCORDANCE WITH ALL APPLICABLE CODES AND OSHA REQUIREMENTS.
12. CONSTRUCTION ZONE SPEED LIMIT IF REDUCED FROM POSTED LIMITS SHALL BE IN ACCORDANCE WITH MUTCD AND WILL BE DETERMINED BY THE AUTHORITY HAVING JURISDICTION.
13. THERE SHALL BE NO WORKERS, EQUIPMENT, OR OTHER VEHICLES IN THE BUFFER SPACE OR THE ROLL AHEAD SPACE.
14. DRIVEWAYS AND/OR SIDE STREETS ENTERING THE ROADWAY AFTER THE FIRST ADVANCE WARNING SIGN SHALL BE PROVIDED WITH AT LEAST ONE W20-1 SIGN (ROAD WORK AHEAD) AS A MINIMUM.
15. CONES MAY BE SUBSTITUTED FOR DRUMS AND INSTALLED UPON THE APPROVAL OF THE AUTHORITY HAVING JURISDICTION PROVIDED THEY COMPLY WITH MUTCD.
16. THE SPACING BETWEEN CONES, TUBULAR MARKERS, VERTICAL PANELS, DRUMS, AND BARRICADES SHOULD NOT EXCEED A DISTANCE IN FEET EQUAL TO 1.0 TIMES THE SPEED LIMIT IN MPH WHEN USED FOR TAPER CHANNELIZATION, AND A DISTANCE IN FEET EQUAL TO 2.0 TIMES THE SPEED LIMIT IN MPH WHEN USED FOR TANGENT CHANNELIZATION.
17. WHEN CHANNELIZATION DEVICES HAVE THE POTENTIAL OF LEADING VEHICULAR TRAFFIC OUT OF THE INTENDED VEHICULAR TRAFFIC SPACE, THE CHANNELIZATION DEVICES SHOULD BE EXTENDED A DISTANCE IN FEET OF 2.0 TIMES THE SPEED LIMIT IN MPH BEYOND THE DOWNSTREAM END OF THE TRANSITION AREA.
18. TAPER LENGTHS ARE CALCULATED AS FOLLOWS:  
 $L = WS^2/60$  (40 MPH AND HIGHER) OR  $L2 = WS$  (OVER 40 MPH),  
 WHERE W= OFFSET WIDTH (FT), S= TRAFFIC SPEED (MPH).



**TYPICAL PEDESTRIAN / WORKER SAFETY PLAN**

SCALE: NOT TO SCALE



PROJECT NO: 9TXB002408C

DRAWN BY: RC

CHECKED BY: SJB

A 05-15-17 FOR CLIENT REVIEW

KMB DESIGN GROUP, LLC

Stephen A. Bray  
PROFESSIONAL ENGINEER

TX LICENSE: 101593 5/13/17

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PRELIMINARY

DA90XSH11C  
SEAGOVILLE, TX 75159  
PROPOSED 68'-10" WOOD POLE

SHEET TITLE  
PEDESTRIAN TRAFFIC  
CONTROL PLAN

SHEET NUMBER  
TC-2

GENERAL CONSTRUCTION NOTES:

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF THE LOCAL BUILDING CODE, THE LATEST ADOPTED EDITION AND ALL OTHER APPLICABLE CODES AND ORDINANCES.
2. CONTRACTOR SHALL CONSTRUCT SITE IN ACCORDANCE WITH THESE DRAWINGS AND LATEST MOBILITIE CONSTRUCTION STANDARDS. THE SPECIFICATION IS THE RULING DOCUMENT AND ANY DISCREPANCIES BETWEEN THE SPECIFICATION AND THE CONSTRUCTION DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER OR MOBILITIE CM PRIOR TO THE COMMENCEMENT OF WORK.
3. CONTRACTOR SHALL VISIT THE JOB SITE AND SHALL FAMILIARIZE THEMSELVES WITH ALL CONDITIONS AFFECTING THE (N) WORK AND SHALL MAKE PROVISIONS AS TO THE COST THEREOF. CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZING THEMSELVES WITH ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED, AS SHOWN, PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER OR MOBILITIE CM PRIOR TO THE COMMENCEMENT OF WORK. NO COMPENSATION WILL BE AWARDED BASED ON CLAIM OF LACK OF KNOWLEDGE OF FIELD CONDITIONS.
4. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF CONSTRUCTION. CONTRACTOR IS REQUIRED TO FURNISH AND INSTALL ANY/ALL ITEMS FOR A COMPLETE AND FULLY FUNCTIONAL SYSTEM SUBJECT ONLY TO OWNER-SUPPLIED ITEMS. CONTRACTOR SHALL PROVIDE ANY/ALL REQUIREMENTS FOR THE EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
5. PLANS ARE NOT TO BE SCALED. THESE PLANS ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY UNLESS OTHERWISE NOTED. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT AND APPURTENANCES, AND LABOR NECESSARY TO EFFECT ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS. OWNER PROVIDED AND CONTRACTOR INSTALLED MATERIALS WILL INCLUDE THE FOLLOWING, UNLESS NOTED OTHERWISE:
  - A) TRANSMITTER
  - B) UHF ANTENNA AND MOUNTING BRACKETS, GPS ANTENNAS AND KU ANTENNAS
  - C) UHF COAX AND HANGERS
  - D) INTEGRATED LOAD CENTER
6. DIMENSIONS SHOWN ARE TO FINISH SURFACES UNLESS OTHERWISE NOTED. SPACING BETWEEN EQUIPMENT IS REQUIRED CLEARANCE. THEREFORE, IT IS CRITICAL TO FIELD VERIFY DIMENSIONS. SHOULD THERE BE ANY QUESTIONS REGARDING THE CONTRACT DOCUMENTS, (E) CONDITIONS AND/OR DESIGN INTENT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPORTING ANY DISCREPANCIES TO THE ATTENTION OF THE MOBILITIE CM, IN WRITING, PRIOR TO THE COMMENCEMENT OF WORK.
7. DETAILS PROVIDED ARE FOR THE PURPOSE OF SHOWING DESIGN INTENT. MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR SITE CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
8. CONTRACTOR SHALL PAY FOR APPLICABLE PERMITS, FEES, INSPECTIONS AND TESTING. CONTRACTOR IS TO OBTAIN PERMITS AND APPROVED SUBMITTALS PRIOR TO ORDERING MATERIALS AND THE COMMENCEMENT OF WORK.
9. THE TERM "PROVIDE" USED IN CONSTRUCTION DOCUMENTS AND SPECIFICATIONS, INDICATES THAT THE CONTRACTOR SHALL FURNISH AND INSTALL.
10. CONTRACTOR SHALL RECEIVE CLARIFICATION IN WRITING, AND SHALL RECEIVE IN WRITING AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEMS NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
11. CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK USING ACCEPTED INDUSTRY-STANDARD SKILLS AND ATTENTION. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER CONTRACT, UNLESS OTHERWISE NOTED.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE WORK AREA, ADJACENT AREAS AND BUILDING OCCUPANTS THAT ARE LIKELY TO BE AFFECTED BY THE WORK UNDER THIS CONTRACT. WORK SHALL CONFORM TO ALL OSHA REQUIREMENTS.
13. CONTRACTOR SHALL COORDINATE THEIR WORK WITH THE MOBILITIE CM AND SCHEDULE THEIR ACTIVITIES AND WORKING HOURS IN ACCORDANCE WITH THE REQUIREMENTS.

14. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THEIR WORK WITH THE WORK OF OTHERS AS IT MAY RELATE TO RADIO EQUIPMENT, ANTENNAS AND ANY OTHER PORTIONS OF THE WORK.
15. CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS UNLESS SPECIFICALLY OTHERWISE INDICATED OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
16. CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT (E) SURFACES, EQUIPMENT, IMPROVEMENTS, PIPING ETC. AND IMMEDIATE REPAIR, TO NEW CONDITION, ANY DAMAGE THAT OCCURS DURING CONSTRUCTION AT THE SOLE COST OF THE CONTRACTOR.
17. IN DRILLING HOLES, OR CORING, INTO CONCRETE WHETHER FOR FASTENING OR ANCHORING PURPOSES, OR PENETRATIONS THROUGH THE FLOOR FOR CONDUIT RUNS, PIPE RUNS, ETC., MUST BE CLEARLY UNDERSTOOD THAT REINFORCING STEEL SHALL NOT BE DRILLED INTO, CUT OR DAMAGED UNDER ANY CIRCUMSTANCES (UNLESS NOTED OTHERWISE). LOCATIONS OF REINFORCING STEEL ARE NOT DEFINITELY KNOWN AND THEREFORE MUST BE LOCATED BY THE CONTRACTOR USING APPROPRIATE METHODS AND EQUIPMENT PRIOR TO ANY DRILLING OR CORING OPERATIONS IN (E) CONCRETE.
18. CONTRACTOR SHALL REPAIR, TO NEW CONDITION, ALL (E) WALL SURFACES DAMAGED DURING CONSTRUCTION SUCH THAT THEY MATCH AND BLEND IN WITH ADJACENT SURFACES.
19. CONTRACTOR SHALL SEAL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES OR MATERIALS WITH U.L. LISTED AND FIRE CODE APPROVED MATERIALS AND SYSTEMS THAT MEET OR EXCEED THE RATING OF THE ASSEMBLY IN WHICH THE NEW PENETRATION IS PLACED.
20. CONTRACTOR SHALL KEEP CONTRACT AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, AND RUBBISH. EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY OF THE OWNER SHALL BE REMOVED. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST, OR SMUDGES OF ANY NATURE. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL ITEMS UNTIL COMPLETION OF CONSTRUCTION.
21. MINIMUM BEND RADIUS OF ANTENNA CABLES SHALL BE IN ACCORDANCE WITH CABLE MANUFACTURERS RECOMMENDATIONS.
22. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO (E) SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION SHALL BE IN CONFORMANCE WITH JURISDICTIONAL OR STATE AND LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL AND COORDINATED WITH LOCAL REGULATORY AUTHORITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF ANY EROSION CONTROL MEASURES, RECORD-KEEPING, MONITORING, AND REPORTING TO THE OWNER AND REGULATORY AUTHORITIES.
23. ALL CONSTRUCTION WORK IS TO ADHERE TO APPLICANT'S INTEGRATED CONSTRUCTION STANDARDS UNLESS STATE OR LOCAL CODE IS MORE STRINGENT.
24. THE INTENT OF THE PLANS AND SPECIFICATIONS IS TO PERFORM THE CONSTRUCTION IN ACCORDANCE PER STATE BUILDING STANDARDS CODE AND STATE CODE OF REGULATIONS. SHOULD ANY CONDITIONS DEVELOP NOT COVERED BY THE APPROVED PLANS AND SPECIFICATIONS WHEREIN THE FINISHED WORK WILL NOT COMPLY PER STATE CODE OF REGULATIONS, A SCOPE OF WORK DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY THE JURISDICTION BEFORE PROCEEDING WITH THE WORK. A CHANGE ORDER FOR THAT SCOPE SHALL BE SUBMITTED TO THE MOBILITIE CM PRIOR TO PROCEEDING WITH THE WORK.
25. ADEQUATE AND REQUIRED LIABILITY INSURANCE SHALL BE PROVIDED BY THE CONTRACTOR FOR PROTECTION AGAINST PUBLIC LOSS AND ANY/ALL PROPERTY DAMAGE FOR THE DURATION OF WORK.
26. CONTRACTOR SHALL GUARANTEE ANY/ALL MATERIALS AND WORK FREE FROM DEFECTS FOR A PERIOD OF NOT LESS THAN ONE YEAR FROM DATE OF ACCEPTANCE. ANY CORRECTIVE WORK SHALL BE COMPLETED AT THE SOLE COST OF THE CONTRACTOR.

ELECTRICAL NOTES:

1. ELECTRICAL CONTRACTOR SHALL SUPPLY AND INSTALL ANY/ALL ELECTRICAL WORK INDICATED. ANY/ALL CONSTRUCTION SHALL BE IN ACCORDANCE W/DRAWINGS AND ANY/ALL APPLICABLE SPECIFICATIONS. IF ANY PROBLEMS ARE ENCOUNTERED BY COMPLYING WITH THESE REQUIREMENTS, CONTRACTOR SHALL NOTIFY MOBILITIE CM AS SOON AS POSSIBLE, AFTER THE DISCOVERY OF THE PROBLEMS, AND SHALL NOT PROCEED WITH THAT PORTION OF WORK, UNTIL THE MOBILITIE CM HAS DIRECTED THE CORRECTIVE ACTIONS TO BE TAKEN.

2. ELECTRICAL CONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE THEMSELF WITH ANY/ALL CONDITIONS AFFECTING ELECTRICAL AND COMMUNICATION INSTALLATION AND MAKE PROVISIONS AS TO THE COST THEREOF. ALL (E) CONDITIONS OF ELECTRICAL EQUIP., ETC., THAT ARE PART OF THE FINAL SYSTEM, SHALL BE VERIFIED BY THE CONTRACTOR, PRIOR TO THE SUBMITTING OF THEIR BID. FAILURE TO COMPLY WITH THIS PARAGRAPH WILL IN NO WAY RELIEVE CONTRACTOR OF PERFORMING ALL WORK NECESSARY FOR A COMPLETE AND WORKING SYSTEM.
3. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITION OF THE NEC, ALL CODES AND ORDINANCES OF THE LOCAL JURISDICTION, AND POWER & TELEPHONE COMPANIES HAVING JURISDICTION AND SHALL INCLUDE BUT ARE NOT BE LIMITED TO:
  - A) UL – UNDERWRITERS LABORATORIES
  - B) NEC – NATIONAL ELECTRICAL CODE
  - C) NEMA – NATIONAL ELECTRICAL MANUFACTURERS ASSOC.
  - D) OSHA – OCCUPATIONAL SAFETY AND HEALTH ACT
  - E) SBC – STANDARD BUILDING CODE
  - F) NFPA – NATIONAL FIRE PROTECTION AGENCY
  - G) ANSI – AMERICAN NATIONAL STANDARDS INSTITUTE
  - H) IEEE – INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS
  - I) ASTM – AMERICAN SOCIETY FOR TESTING MATERIALS
4. REFER TO SITE PLANS AND ELEVATIONS FOR EXACT LOCATIONS OF ALL EQUIPMENT, AND CONFIRM WITH MOBILITIE CM ANY SIZES AND LOCATIONS WHEN NEEDED.
5. (E) SERVICES: CONTRACTOR SHALL NOT INTERRUPT (E) SERVICES WITHOUT WRITTEN PERMISSION OF THE OWNER.
6. CONTRACTOR SHALL CONFIRM WITH LOCAL UTILITY COMPANY ANY/ALL REQUIREMENTS SUCH AS THE: LUG SIZE RESTRICTIONS, CONDUIT ENTRY, SIZE OF TRANSFORMERS, SCHEDULED DOWNTIME FOR THE OWNERS' CONFIRMATION, ETC... ANY/ALL CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE MOBILITIE CM, PRIOR TO BEGINNING ANY WORK.
7. MINIMUM WIRE SIZE SHALL BE #12 AWG, NOT INCLUDING CONTROL WIRING, UNLESS NOTED OTHERWISE. ALL CONDUCTORS SHALL BE COPPER WITH THWN INSULATION, UNLESS OTHERWISE NOTED.
8. OUTLET BOXES SHALL BE PRESSED STEEL IN DRY LOCATIONS, CAST ALLOY WITH THREADED HUBS IN WET/DAMP LOCATIONS AND SPECIAL ENCLOSURES FOR OTHER CLASSIFIED AREAS.
9. IT IS NOT THE INTENT OF THESE PLANS TO SHOW EVERY MINOR DETAIL OF THE CONSTRUCTION. CONTRACTOR IS EXPECTED TO FURNISH AND INSTALL ALL ITEMS FOR A COMPLETE ELECTRICAL SYSTEM AND PROVIDE ALL REQUIREMENTS FOR THE EQUIPMENT TO BE PLACED IN PROPER WORKING ORDER.
10. ELECTRICAL SYSTEM SHALL BE AS COMPLETELY AND EFFECTIVELY GROUNDED, AS REQUIRED BY SPECIFICATIONS, SET FORTH BY APPLICANT.
11. ALL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR IN A FIRST CLASS, WORKMANLIKE MANNER. THE COMPLETED SYSTEM SHALL BE FULLY FUNCTIONAL AND SHALL BE APPROVED BY THE MOBILITIE CM AND LOCAL JURISDICTION. ANY DEFICIENCIES SHALL BE CORRECTED BY AN ELECTRICAL CONTRACTOR AT THE SOLE COST OF THE CONTRACTOR.
12. ALL WORK SHALL BE COORDINATED WITH OTHER TRADES TO AVOID INTERFERENCE WITH THE PROGRESS OF CONSTRUCTION.



PROJECT NO:	9TXB002408C
DRAWN BY:	RC
CHECKED BY:	SJB

A	05-15-17 FOR CLIENT REVIEW

KMB DESIGN GROUP, LLC  
**Stephen A. Bray**  
 PROFESSIONAL ENGINEER

TX LICENSE: 101593 5/13/17  
 IT IS A VIOLATION OF THE LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT

PRELIMINARY

DA90XSH11C  
 SEAGOVILLE, TX 75159  
 PROPOSED 68'-10" WOOD POLE

SHEET TITLE  
**GENERAL NOTES**

SHEET NUMBER  
**GN-1**

ELECTRICAL NOTES CONT'D

13. THE CORRECTION OF ANY DEFECTS SHALL BE COMPLETED BY THE CONTRACTOR WITHOUT ANY ADDITIONAL CHARGE AND SHALL INCLUDE THE REPLACEMENT OR THE REPAIR OF ANY OTHER PHASE OF THE INSTALLATION, WHICH MAY HAVE BEEN DAMAGED THEREIN.
14. CONTRACTOR SHALL PROVIDE AND INSTALL CONDUIT, CONDUCTORS, PULL WIRES, BOXES, COVER PLATES AND DEVICES FOR ALL OUTLETS AS INDICATED.
15. DITCHING AND BACK FILL: CONTRACTOR SHALL PROVIDE FOR ALL UNDERGROUND INSTALLED CONDUIT AND/OR CABLES INCLUDING EXCAVATION AND BACKFILLING AND COMPACTION. REFER TO NOTES AND REQUIREMENTS 'EXCAVATION, AND BACKFILLING.
16. MATERIALS, PRODUCTS AND EQUIPMENT, INCLUDING ALL COMPONENTS THEREOF, SHALL BE NEW AND SHALL APPEAR ON THE LIST OF U.L. APPROVED ITEMS AND SHALL MEET OR EXCEED THE REQUIREMENTS OF THE NEC, NEMA AND IECE.
17. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OR MANUFACTURER'S CATALOG INFORMATION OF ANY/ALL EQUIPMENT AND ALL OTHER ELECTRICAL ITEMS FOR APPROVAL BY THE MOBILITIE CM PRIOR TO INSTALLATION.
18. ANY CUTTING OR PATCHING DEEMED NECESSARY FOR ELECTRICAL WORK IS THE ELECTRICAL CONTRACTORS RESPONSIBILITY AND SHALL BE INCLUDED IN THE COST FOR WORK AND PERFORMED TO THE SATISFACTION OF THE MOBILITIE CM UPON FINAL ACCEPTANCE.
19. THE ELECTRICAL CONTRACTOR SHALL LABEL ALL PANELS WITH ONLY TYPEWRITTEN DIRECTORIES. ALL ELECTRICAL WIRING SHALL BE THE RESPONSIBILITY OF THE ELECTRICAL CONTRACTOR.
20. DISCONNECT SWITCHES SHALL BE UL-RATED, H.P. RATED HEAVY-DUTY, QUICK-MAKE AND QUICK-BREAK ENCLOSURES, AS REQUIRED BY EXPOSURE TYPE.
21. ALL CONNECTIONS SHALL BE MADE WITH A PROTECTIVE COATING OF AN ANTI-OXIDE COMPOUND KNOWN AS "NO-OXIDE A" BY DEARBORNE CHEMICAL CO. COAT ALL WIRE SURFACES BEFORE CONNECTING. EXPOSED COPPER SURFACES, INCLUDING GROUND BARS, SHALL BE TREATED - NO SUBSTITUTIONS.
22. RACEWAYS: CONDUIT SHALL BE SCHEDULE 80 PVC MEETING OR EXCEEDING NEMA TC2 - 1990. CONTRACTOR SHALL PLUG AND CAP EACH END OF SPARE AND EMPTY CONDUITS AND PROVIDE TWO SEPARATE PULL STRINGS - 200 LBS TEST POLYETHYLENE CORD. ALL CONDUIT BENDS SHALL BE A MINIMUM OF 2 FT. RADIUS. RGS CONDUITS WHEN SPECIFIED, SHALL MEET UL-6 FOR GALVANIZED STEEL. ALL FITTINGS SHALL BE SUITABLE FOR USE WITH THREADED RIGID CONDUIT. COAT ALL THREADS WITH 'BRITE ZINC' OR 'COLD GALV'.
23. SUPPORT OF ALL ELECTRICAL WORK SHALL BE AS REQUIRED BY NEC.
24. CONDUCTORS: CONTRACTOR SHALL USE 98% CONDUCTIVITY COPPER WITH TYPE THWN INSULATION, UNLESS OTHERWISE NOTED, 600 VOLT, COLOR CODED. USE SOLID CONDUCTORS FOR WIRE UP TO AND INCLUDING NO. 8 AWG. USE STRANDED CONDUCTORS FOR WIRE ABOVE NO. 8 AWG.
25. CONNECTORS FOR POWER CONDUCTORS: CONTRACTOR SHALL USE PRESSURE TYPE INSULATED TWIST-ON CONNECTORS FOR NO. 10 AWG AND SMALLER. USE SOLDERLESS MECHANICAL TERMINAL LUGS FOR NO. 8 AWG AND LARGER.
26. SERVICE: AS SPECIFIED ON THE DRAWINGS. OWNER OR OWNER'S AGENT WILL APPLY FOR POWER. ALL PROVISIONS FOR TEMPORARY POWER WILL BE OBTAINED BY THE CONTRACTOR.
27. TELEPHONE OR FIBER SERVICE: CONTRACTOR SHALL PROVIDE EMPTY CONDUITS WITH PULL STRINGS AS INDICATED ON DRAWINGS.
28. ELECTRICAL AND TELCO/FIBER RACEWAYS TO BE BURIED A MINIMUM DEPTH OF 30", UNLESS OTHERWISE NOTED.
29. CONTRACTOR SHALL PLACE 6" WIDE DETECTABLE WARNING TAPE AT A DEPTH OF 6" BELOW GROUND AND DIRECTLY ABOVE ELECTRICAL AND TELCO SERVICE CONDUITS. CAUTIONS TAPE TO READ "CAUTION BURIED ELECTRIC" OR "BURIED TELECOM".
30. ALL BOLTS SHALL BE 3-16 STAINLESS STEEL

GROUNDING NOTES:

1. ALL HARDWARE SHALL BE 3-16 STAINLESS STEEL, INCLUDING LOCK WASHERS. COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND, AS SPECIFIED, BEFORE MATING. ALL HARDWARE SHALL BE STAINLESS STEEL 3/8 INCH DIAMETER OR SIZED TO MATCH COMPONENTS OR LOG SIZE.
2. FOR GROUND BOND TO STEEL ONLY: INSERT A CADMIUM FLAT WASHER BETWEEN LUG AND STEEL, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING.
3. ALL STEEL CONDUIT SHALL BE BONDED AT BOTH ENDS WITH GROUNDING BUSHING.
4. ALL ELECTRICAL AND GROUNDING AT THE POLE SITE SHALL COMPLY WITH THE NATIONAL ELECTRICAL CODE (NEC), NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 780 (LATEST EDITION), AND MANUFACTURER.
5. ALL DETAILS ARE SHOWN IN GENERAL TERMS. ACTUAL GROUNDING INSTALLATION AND CONSTRUCTION MAY VARY DUE TO SITE SPECIFIC CONDITIONS.
6. GROUND ALL ANTENNA BASES, FRAMES, CABLE RUNS, AND OTHER METALLIC COMPONENTS USING #6 GROUND WIRES. FOLLOW ANTENNA AND BTS MANUFACTURER'S PRACTICES FOR GROUNDING REQUIREMENTS.
7. ALL GROUND CONNECTIONS SHALL BE #6 AWG, UNLESS OTHERWISE NOTED. ALL WIRES SHALL BE COPPER WITH THHN, UNLESS OTHERWISE NOTED. ALL GROUND WIRE SHALL BE SOLID TIN COATED OR STRANDED GREEN INSULATED WIRE.
8. NOTIFY ARCHITECT/ENGINEER IF THERE ARE ANY DIFFICULTIES INSTALLING GROUNDING SYSTEM DUE TO SITE SOIL CONDITIONS.
9. ALL HORIZONTALLY RUN GROUNDING CONDUCTORS SHALL BE INSTALLED A MINIMUM OF 30" BELOW GRADE/ 6" BELOW FROST-LINE IN TRENCH, UNLESS OTHERWISE NOTED. BACK FILL SHALL BE COMPACTED AS REQUIRED BY ARCHITECT/ENGINEER.
10. ALL GROUND CONDUCTORS SHALL BE RUN AS STRAIGHT AND SHORT AS POSSIBLE, WITH A MINIMUM 12" BENDING RADIUS NOT LESS THAN 90 DEGREES.
11. ACCEPTABLE CONNECTIONS FOR GROUNDING SYSTEM SHALL BE:
  - A. BURNDY, HY-GRADE U.L. LISTED CONNECTORS FOR OUTDOOR USE OR AS APPROVED BY APPLICANT PROJECT MANAGER.
  - B. CADWELD, EXOTHERMIC WELDS (WELDED CONNECTIONS).
  - C. ONE (1) OR (2) HOLES TINNED COPPER COMPRESSION (LONG BARREL) FITTINGS.
12. ALL CRIMPED CONNECTIONS SHALL HAVE EMBOSSED MANUFACTURER'S DIEMARK VISIBLE AT THE CRIMP (RESULTING FROM USE OF PROPER CRIMPING DEVICES) AND WEATHER-PROOFED WITH HEAT SHRINK.
13. ALL CONNECTION HARDWARE SHALL BE TYPE 3-16 STAINLESS STEEL (NOT ATTRACTED TO MAGNETS).
14. ELECTRICAL SERVICE EQUIPMENT GROUNDING SHALL COMPLY WITH NEC, ARTICLE 250-82 AND SHALL BOND ALL (E) AND NEW GROUNDING ELECTRODES. NEW GROUNDING ELECTRODE SHALL INCLUDE BUT NOT LIMITED TO GROUND RODS.

TESTING AND EQUIPMENT TURN UP REQUIREMENTS:

1. RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK HAUL EQUIPMENT TESTING WILL COMPLY WITH CURRENT INDUSTRY STANDARDS AND OR THOSE STANDARDS OF THE EQUIPMENT MANUFACTURER OR PROVIDED TO THE CONTRACTOR PRIOR TO TESTING.
2. CONTRACTOR WILL USE THE APPROPRIATE CALIBRATED TESTING EQUIPMENT IN THE TESTING OF RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK HAUL EQUIPMENT THAT MEET INDUSTRY STANDARDS OF THE MANUFACTURER OR THOSE STANDARDS PROVIDED TO THE CONTRACTOR PRIOR TO TESTING.
3. CONTRACTOR TO VERIFY AND RECORD ALL TEST RESULTS AND PROVIDE THESE RESULTS WITHIN THE FINAL CLOSE OUT PACKAGE.

4. ALL PERSONNEL INVOLVED IN THE TESTING OF RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK HAUL EQUIPMENT WILL BE REQUIRED TO HAVE BEEN TRAINED AND OR CERTIFIED IN THE PROPER TESTING OF RF CABLE, DATA CABLE, RADIO EQUIPMENT AND BACK HAUL EQUIPMENT.
5. ALL TEST RESULTS SHALL BE TIME STAMPED, RECORDED AND PRESENTED PRIOR TO ENERGIZING AND TURN UP OF ANY EQUIPMENT.
6. GPS EQUIPMENT (WHEN REQUIRED) IS NOT TO BE TESTED OR ATTACHED TO ANY CABLING DURING TESTING, DOING SO WILL DAMAGE THE GPS UNIT.
7. PRIOR TO TESTING IF THE CONTRACTOR HAS ANY QUESTIONS ABOUT THE TESTING PROCEDURES THEY ARE TO CALL AND OBTAIN ASSISTANCE FROM A QUALIFIED DESIGNATED TESTING REPRESENTATIVE.
8. EQUIPMENT IS NOT TO BE ENERGIZED UNTIL ALL TESTING HAS BEEN COMPLETED, APPROVED AND THE APPROPRIATE AUTHORITY HAS BEEN NOTIFIED AND GIVES APPROVAL TO ENERGIZE THE EQUIPMENT.

SITE WORK NOTES:

1. DO NOT EXCAVATE OR DISTURB BEYOND THE PROPERTY LINES OR LEASE LINES, UNLESS OTHERWISE NOTED.
2. SIZE, LOCATION AND TYPE OF ANY UNDERGROUND UTILITIES OR IMPROVEMENTS SHALL BE ACCURATELY NOTED AND PLACED ON AS-BUILT DRAWINGS BY GENERAL CONTRACTOR AND ISSUED TO ARCHITECT/ENGINEER AT COMPLETION OF PROJECT.
3. ALL (E) UTILITIES, FACILITIES, CONDITIONS AND THEIR DIMENSIONS SHOWN ON PLANS HAVE BEEN PLOTTED FROM AVAILABLE RECORDS. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHATSOEVER AS TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS OR THE MANNER OF THEIR REMOVAL OR ADJUSTMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING EXACT LOCATION OF ALL (E) UTILITIES AND FACILITIES PRIOR TO START OF CONSTRUCTION. CONTRACTOR SHALL ALSO OBTAIN FROM EACH UTILITY COMPANY DETAILED INFORMATION RELATIVE TO WORKING SCHEDULES AND METHODS OF REMOVING OR ADJUSTING (E) UTILITIES.
4. CONTRACTOR SHALL VERIFY ALL (E) UTILITIES BOTH HORIZONTALLY AND VERTICALLY PRIOR TO START OF CONSTRUCTION. ANY DISCREPANCIES OR DOUBTS AS TO THE INTERPRETATION OF PLANS SHALL BE IMMEDIATELY REPORTED TO THE ARCHITECT/ENGINEER OR MOBILITIE CM FOR RESOLUTION AND INSTRUCTION, AND NO FURTHER WORK SHALL BE PERFORMED UNTIL THE DISCREPANCY IS CHECKED AND CORRECTED BY THE ARCHITECT/ENGINEER. FAILURE TO SECURE SUCH INSTRUCTION MEANS CONTRACTOR WILL HAVE WORKED AT THEIR OWN RISK AND EXPENSE. CONTRACTOR SHALL CALL LOCAL UTILITY LOCATE HOT LINE, SUCH AS 811, FOR UTILITY LOCATIONS A MINIMUM OF 48 HOURS PRIOR TO START OF CONSTRUCTION.
5. ALL NEW AND (E) UTILITY STRUCTURES ON SITE AND IN AREAS TO BE DISTURBED BY CONSTRUCTION SHALL BE ADJUSTED TO FINISH ELEVATIONS PRIOR TO FINAL INSPECTION OF WORK. ANY COST RELATED TO ADJUSTING (E) STRUCTURES SHALL BE BORNE SOLELY BY THE CONTRACTOR.
6. GRADING OF THE SITE WORK AREA IS TO BE SMOOTH AND CONTINUOUS IN SLOPE AND IS TO FEATHER INTO (E) GRADES AT THE GRADING LIMITS.
7. ALL TEMPORARY EXCAVATIONS FOR THE INSTALLATION OF FOUNDATIONS, UTILITIES, ETC., SHALL BE PROPERLY LAID BACK OR BRACED IN ACCORDANCE WITH CORRECT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) REQUIREMENTS.



PROJECT NO: 9TXB002408C

DRAWN BY: RC

CHECKED BY: SJB

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PRELIMINARY

DA90XSH11C  
SEAGOVILLE, TX 75159  
PROPOSED 68'-10" WOOD POLE

SHEET TITLE  
GENERAL NOTES

SHEET NUMBER  
GN-2

SITE WORK NOTES CONT'D

- 8. STRUCTURAL FILLS SUPPORTING PAVEMENTS SHALL BE COMPACTED TO 95% OF MAXIMUM STANDARD PROCTOR DRY DENSITY, UNLESS OTHERWISE NOTED.
- 9. NEW GRADES NOT IN BUILDING AND DRIVEWAY IMPROVEMENT AREA TO BE ACHIEVED BY FILLING WITH APPROVED CLEAN FILL AND COMPACTED TO 95% OF STANDARD PROCTOR DENSITY.
- 10. ALL FILL SHALL BE PLACED IN UNIFORM LIFTS. THE LIFTS THICKNESS SHOULD NOT EXCEED THAT WHICH CAN BE PROPERLY COMPACTED THROUGHOUT ITS ENTIRE DEPTH WITH THE EQUIPMENT AVAILABLE.
- 11. ANY FILLS PLACED ON (E) SLOPES THAT ARE STEEPER THAN 10 HORIZONTAL TO 1 VERTICAL SHALL BE PROPERLY BENCHED INTO THE (E) SLOPE AS DIRECTED BY A GEOTECHNICAL ENGINEER.
- 12. CONTRACTOR SHALL CLEAN ENTIRE SITE AFTER CONSTRUCTION SUCH THAT NO DEBRIS, PAPER, TRASH, WEEDS, BRUSH, EXCESS FILL, OR ANY OTHER DEPOSITS WILL REMAIN. ALL MATERIALS COLLECTED DURING CLEANING OPERATIONS SHALL BE DISPOSED OF OFF-SITE BY THE GENERAL CONTRACTOR.
- 13. ALL TREES AND SHRUBS WHICH ARE NOT IN DIRECT CONFLICT WITH THE IMPROVEMENTS SHALL BE PROTECTED BY THE GENERAL CONTRACTOR.
- 14. ALL SITE WORK SHALL BE CAREFULLY COORDINATED BY GENERAL CONTRACTOR WITH LOCAL UTILITY COMPANY, TELEPHONE COMPANY, AND ANY OTHER UTILITY COMPANIES HAVING JURISDICTION OVER THIS LOCATION.

ENVIRONMENTAL NOTES:

- 1. ALL WORK PERFORMED SHALL BE DONE IN ACCORDANCE WITH ISSUED PERMITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PAYMENT OF FINES AND PROPER CLEAN UP FOR AREAS IN VIOLATION.
- 2. CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION AND MAINTENANCE OF EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION FOR PROTECTION OF ADJACENT PROPERTIES, ROADWAYS AND WATERWAYS. ALL EROSION AND SEDIMENTATION CONTROLS SHALL BE MAINTAINED IN PLACE THROUGH FINAL JURISDICTIONAL INSPECTION & RELEASE OF SITE.
- 3. CONTRACTOR SHALL INSTALL/CONSTRUCT ALL NECESSARY SEDIMENT/SILT CONTROL FENCING AND PROTECTIVE MEASURES AS REQUIRED BY THE LOCAL JURISDICTION WITHIN THE LIMITS OF SITE DISTURBANCE PRIOR TO CONSTRUCTION.
- 4. NO SEDIMENT SHALL BE ALLOWED TO EXIT THE PROPERTY. THE CONTRACTOR IS RESPONSIBLE FOR TAKING ADEQUATE MEASURES FOR CONTROLLING EROSION. ADDITIONAL SEDIMENT CONTROL FENCING MAY BE REQUIRED IN ANY AREAS SUBJECT TO EROSION.
- 5. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE ON THE SITE AT ALL TIMES WITH SILT AND EROSION CONTROL MEASURES MAINTAINED ON THE DOWNSTREAM SIDE OF SITE DRAINAGE. ANY DAMAGE TO ADJACENT PROPERTY AS A RESULT OF EROSION WILL BE CORRECTED AT THE CONTRACTORS EXPENSE.
- 6. CONTRACTOR SHALL BE RESPONSIBLE FOR DAILY INSPECTIONS AND ANY REPAIRS OF ALL SEDIMENT CONTROL MEASURES INCLUDING SEDIMENT REMOVAL AS NECESSARY.
- 7. CLEARING OF VEGETATION AND TREE REMOVAL SHALL BE ONLY AS PERMITTED AND BE HELD TO A MINIMUM. ONLY TREES NECESSARY FOR CONSTRUCTION OF THE FACILITIES SHALL BE REMOVED.
- 8. SEEDING AND MULCHING AND/OR SODDING OF THE SITE WILL BE ACCOMPLISHED AS SOON AS POSSIBLE AFTER COMPLETION OF THE PROJECT FACILITIES AFFECTING LAND DISTURBANCE.
- 9. CONTRACTOR SHALL PROVIDE ALL EROSION AND SEDIMENTATION CONTROL MEASURES AS REQUIRED BY LOCAL, COUNTY AND STATE CODES AND ORDINANCES TO PROTECT EMBANKMENTS FROM SOIL LOSS AND TO PREVENT ACCUMULATION OF SOIL AND SILT IN STREAMS AND DRAINAGE PATHS LEAVING THE CONSTRUCTION AREA. THIS MAY INCLUDE, BUT IS NOT LIMITED TO SUCH MEASURES AS SILT FENCES, STRAW BALE SEDIMENT BARRIERS, AND CHECK DAMS.
- 10. RIP RAP OF SIZES INDICATED SHALL CONSIST OF CLEAN, HARD, SOUND, DURABLE, UNIFORM IN QUALITY STONE FREE OF ANY DETRIMENTAL QUANTITY OF SOFT, FRIABLE, THIN, ELONGATED OR LAMINATED PIECES, DISINTEGRATED MATERIAL, ORGANIC MATTER, OIL, ALKALI, OR OTHER DELETERIOUS SUBSTANCES.

- 11. GC TO PLACE FILTER MATERIAL AT ALL CATCH BASINS ADJACENT TO CONSTRUCTION SITE TO PREVENT SOLID WASTE CONTAMINATION FROM ENTERING SEWER SYSTEM

FOUNDATION, EXCAVATION AND BACKFILL NOTES:

- 1. ALL FINAL GRADED SLOPES SHALL BE A MAXIMUM OF 3 HORIZONTAL TO 1 VERTICAL, UNLESS OTHERWISE NOTED.
- 2. BACKFILL OF POLE SHALL BE PERFORMED IN ONE OF TWO OPTIONS:
  - A. PREFERRED: RAINBOW INDUSTRIES POLE SETTING FOAM SHALL BE INSTALLED PER MANUFACTURER SPECS. FOAM SHALL ALWAYS BE USED FOR POOR SOILS.
  - B. SECONDARY: CONCRETE (REQUIRES MOBILITIE CM WRITTEN APPROVAL) ALLOWABLE SOIL PRESSURE = 2500 PSF (ASSUMED). NON-NATIVE SOILS SHALL BE REMOVE FROM BORE AREA AND SHALL NOT BE REUSED FOR BACKFILL
- 3. ALL EXCAVATIONS PREPARED FOR PLACEMENT OF CONCRETE SHALL BE OF UNDISTURBED SOILS, SUBSTANTIALLY HORIZONTAL AND FREE FROM ANY LOOSE, UNSUITABLE MATERIAL OR FROZEN SOILS, AND WITHOUT THE PRESENCE OF POUNDING WATER. DEWATERING FOR EXCESS GROUND WATER SHALL BE PROVIDED WHEN REQUIRED. COMPACTION OF SOILS UNDER CONCRETE PAD FOUNDATIONS SHALL NOT BE LESS THAN 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR THE SOIL IN ACCORDANCE WITH ASTM D1557.
- 4. CONCRETE FOUNDATIONS SHALL NOT BE PLACED ON ORGANIC OR UNSUITABLE MATERIAL. IF ADEQUATE BEARING CAPACITY IS NOT ACHIEVED AT THE DESIGNED EXCAVATION DEPTH, THE UNSATISFACTORY SOIL SHALL BE EXCAVATED TO ITS FULL DEPTH AND EITHER BE REPLACED WITH MECHANICALLY COMPACTED GRANULAR MATERIAL OR THE EXCAVATION SHALL BE FILLED WITH CONCRETE OF THE SAME TYPE SPECIFIED FOR THE FOUNDATION. CRUSHED LIME STONE #57 MAY BE USED TO STABILIZE THE BOTTOM OF THE EXCAVATION. ANY STONE SUB BASE MATERIAL, IF USED, SHALL NOT SUBSTITUTE FOR REQUIRED THICKNESS OF CONCRETE.
- 5. ALL EXCAVATIONS SHALL BE CLEAN OF UNSUITABLE MATERIAL SUCH AS VEGETATION, TRASH, DEBRIS, AND SO FORTH PRIOR TO BACK FILLING. BACK FILL SHALL CONSIST OF APPROVED MATERIALS SUCH AS EARTH, LOAM, SANDY CLAY, SAND AND GRAVEL, OR SOFT SHALE, FREE FROM CLODS OR LARGE STONES OVER 2 1/2" MAX DIMENSIONS. ALL BACK FILL SHALL BE PLACED IN COMPACTED LAYERS.
- 6. ALL FILL MATERIALS AND FOUNDATION BACK FILL SHALL BE PLACED IN MAXIMUM 6" THICK LIFTS BEFORE COMPACTION. EACH LIFT SHALL BE WETTED IF REQUIRED AND COMPACTED TO NOT LESS THAN 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY FOR SOIL IN ACCORDANCE WITH ASTM D1557.
- 7. NEWLY PLACED CONCRETE FOUNDATIONS SHALL CURE A MINIMUM OF 72 HRS PRIOR TO BACK FILLING.
- 8. FINISHED GRADING SHALL BE SLOPED TO PROVIDE POSITIVE DRAINAGE AND PREVENT STANDING WATER. THE FINAL (FINISH) ELEVATION OF SLAB FOUNDATIONS SHALL SLOPE AWAY IN ALL DIRECTIONS FROM THE CENTER. FINISH GRADE OF CONCRETE PADS SHALL BE A MAXIMUM OF 4 INCHES ABOVE FINAL FINISH GRADE ELEVATIONS. PROVIDE SURFACE FILL GRAVEL TO ESTABLISH SPECIFIED ELEVATIONS WHERE REQUIRED.
- 9. NEWLY GRADED GRAVEL SURFACE AREAS TO RECEIVE GRAVEL SHALL BE COVERED WITH GEOTEXTILE FABRIC TYPE: TYPAR-3401 AS MANUFACTURED BY TYPAR GEOSYNTHETICS OR AN APPROVED EQUIVALENT, SHOWN ON PLANS. THE GEOTEXTILE FABRIC SHALL BE BLACK IN COLOR TO CONTROL THE RECURRENCE OF VEGETATIVE GROWTH AND EXTEND TO WITHIN 1 FOOT OUTSIDE THE SITE FENCING OR ELECTRICAL GROUNDING SYSTEM PERIMETER WHICH EVER IS GREATER. ALL FABRIC SHALL BE COVERED WITH A MINIMUM OF 4" DEEP COMPACTED STONE OR GRAVEL AS SPECIFIED. I.E. FDOT TYPE NO. 57 FOR FENCED COMPOUND; FDOT TYPE NO. 67 FOR ACCESS DRIVE AREA, UNLESS OTHERWISE NOTED.
- 10. IN ALL AREAS TO RECEIVE FILL: REMOVE ALL VEGETATION, TOPSOIL, DEBRIS, WET AND UNSATISFACTORY SOIL MATERIALS, OBSTRUCTIONS, AND DELETERIOUS MATERIALS FROM GROUND SURFACE. PLOW STRIP OR BREAK UP SLOPED SURFACES STEEPER THAN 1 VERTICAL TO 4 HORIZONTAL SUCH THAT FILL MATERIAL WILL BIND WITH (E)/PREPARED SOIL SURFACE.
- 11. WHEN SUB GRADE OR PREPARED GROUND SURFACE HAS A DENSITY LESS THAN THAT REQUIRED FOR THE FILL MATERIAL, SCARIFY THE GROUND SURFACE TO DEPTH REQUIRED, PULVERIZE, MOISTURE-CONDITION AND/OR AERATE THE SOILS AND RECOMPACT TO THE REQUIRED DENSITY PRIOR TO PLACEMENT OF FILLS.

- 12. IN AREAS WHICH (E) GRAVEL SURFACING IS REMOVED OR DISTURBED DURING CONSTRUCTION OPERATIONS, REPLACE GRAVEL SURFACING TO MATCH ADJACENT GRAVEL SURFACING AND RESTORED TO THE SAME THICKNESS AND COMPACTION AS SPECIFIED. ALL RESTORED GRAVEL SURFACING SHALL BE FREE FROM CORRUGATIONS AND WAVES.

- 13. (E) GRAVEL SURFACING MAY NOT BE REUSED.

- 14. GRAVEL SUB SURFACE SHALL BE PREPARED TO REQUIRED COMPACTION AND SUB GRADE ELEVATIONS BEFORE GRAVEL SURFACING IS PLACED AND/OR RESTORED. ANY LOOSE OR DISTURBED MATERIALS SHALL BE THOROUGHLY COMPACTED AND ANY DEPRESSIONS IN THE SUB GRADE SHALL BE FILLED AND COMPACTED WITH APPROVED SELECTED MATERIAL. GRAVEL SURFACING MATERIAL SHALL NOT BE USED FOR FILLING DEPRESSIONS IN THE SUB GRADE.

- 15. PROTECT (E) GRAVEL SURFACING AND SUB GRADE IN AREAS WHERE EQUIPMENT LOADS WILL OPERATE. USE PLANKING 'MATTS' OR OTHER SUITABLE PROTECTION DESIGNED TO SPREAD EQUIPMENT LOADS AS MAY BE NECESSARY. REPAIR ANY DAMAGE TO (E) GRAVEL SURFACING OR SUB GRADE WHERE SUCH DAMAGE IS DUE TO THE CONTRACTORS OPERATIONS.

- 16. DAMAGE TO (E) STRUCTURES AND/OR UTILITIES RESULTING FROM CONTRACTORS NEGLIGENCE SHALL BE REPAIRED AND/ OR REPLACED TO THE OWNERS SATISFACTION AT NO ADDITIONAL COST TO THE CONTRACT.

- 17. ALL SUITABLE BORROW MATERIAL FOR BACK FILL OF THE SITE SHALL BE INCLUDED IN THE BID. EXCESS TOPSOIL AND UNSUITABLE MATERIAL SHALL BE DISPOSED OF OFF SITE AT LOCATIONS APPROVED BY GOVERNING AGENCIES AT NO ADDITIONAL COST TO THE CONTRACT.



PROJECT NO: 9TXB002408C

DRAWN BY: RC

CHECKED BY: SJB

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PRELIMINARY

DA90XSH11C  
SEAGOVILLE, TX 75159  
PROPOSED 68'-10" WOOD POLE

SHEET TITLE  
GENERAL NOTES

SHEET NUMBER  
GN-3

## *Regular Agenda Item: 18*

**Meeting Date:** August 07, 2017

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ADOPTING A RIGHT-OF-WAY MANAGEMENT ORDINANCE TO THE CITY CODE OF ORDINANCES; ESTABLISHING REGULATIONS FOR CONSTRUCTION, PLACEMENT, AND EXCAVATION IN RIGHTS-OF-WAY AND PUBLIC EASEMENTS; AMENDING THE MASTER FEE SCHEDULE TO ADOPT FEES FOR THE ADMINISTRATION OF THE RIGHT-OF-WAY MANAGEMENT ORDINANCE; AMENDING OR REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING FOR A PENALTY OF FINE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF**

### **BACKGROUND OF ISSUE:**

To comply with a new state statute which goes into effect September 1, 2017, City Attorney Alexis Allen is recommending we adopt the Right-of-Way Management Ordinance to the City Code of Ordinances. If this Ordinance is not adopted the state provisions will apply.

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS**

Ordinance 14-2017

**ORDINANCE NO. 14-2017**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ADOPTING A RIGHT-OF-WAY MANAGEMENT ORDINANCE TO THE CITY CODE OF ORDINANCES; ESTABLISHING REGULATIONS FOR CONSTRUCTION, PLACEMENT, AND EXCAVATION IN RIGHTS-OF-WAY AND PUBLIC EASEMENTS; AMENDING THE MASTER FEE SCHEDULE TO ADOPT FEES FOR THE ADMINISTRATION OF THE RIGHT-OF-WAY MANAGEMENT ORDINANCE; AMENDING OR REPEALING CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALING CLAUSE; PROVIDING FOR A PENALTY OF FINE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

WHEREAS, the City of Seagoville is a Home-Rule Municipality located in Dallas County and Kaufman County created in accordance with provisions of the Texas Local Government Code and operating pursuant to the legislation of the State of Texas (“City”); and

WHEREAS, the City is charged with maintaining control of and access to the right-of-way in order to protect the public health, safety, and welfare; and

WHEREAS, the City Council of the City (the “City Council”) has determined that excavations in city streets may significantly interfere with the public use of the streets and resulting in negative impact to public safety, air quality, level of service on streets and sidewalks, and aesthetics of the community; and

WHEREAS, the City Council finds excavations in paved streets significantly degrades and shortens the life of the surface of the streets, and increase the frequency and cost to the public of requisite resurfacing, maintenance, and repair; and

WHEREAS, the City Council has determined that substantial public funds have been invested to build, maintain and repair the City streets and utilities and the City holds these streets and utilities as an asset in trust for its citizens; and

WHEREAS, it is desirable to adopt regulations to protect the structural integrity of City streets and safeguard the value of the public investment of the benefit of City residents by providing incentives to reduce the number of excavations in City streets, which will also reduce the number of service disruptions and excavations; and

WHEREAS, the City Council has determined that adoption of a right-of-way ordinance will comply with and promote the regulations in Chapter 283 of the Texas Local Government Code pertaining to Certificated Telecommunications Providers as well as the Texas Utilities Code and Chapter 284 of the Texas Local Government Code; and

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

**SECTION 1:** The Code of Ordinances of the City of Seagoville, Texas, be and the same is hereby amended by amending Chapter “21” by adding Article 21.13 “Right-of-Way Management” to read as follows:

**“CHAPTER 21”**

**ARTICLE 21.13 RIGHT-OF-WAY MANAGEMENT**

**DIVISION 1 STANDARDS**

**Sec. 21.13.001 Thoroughfare and circulation design standards**

Ordinances concerning the establishment of engineering design standards and construction design requirements in effect at the time of adoption of this Code, as amended, are incorporated by reference as if set forth herein.

**Sec. 21.13.002 Construction standards for paving and drainage facilities**

Ordinances concerning general construction standards for paving and drainage facilities, in effect at the time of adoption of this Code, as amended, are incorporated by reference as if set forth herein.

**Sec. 21.13.003 Exclusive control of streets**

No entity, including other political subdivisions of the state, may extend a street into the city’s corporate limits or connect a street to an existing city street without the prior written approval of the city council.

**DIVISION 2 RIGHT-OF-WAY MANAGEMENT**

**Sec. 21.13.004 Administration**

The City Manager, or his/her designee, shall appoint a right-of-way manager, who is the principal city official responsible for the administration of the right-of-way, right-of-way permits, the regulation of same and ordinances related thereto. The right-of-way manager may delegate any or all of the duties hereunder. The right-of-way manager shall have the duties, responsibilities and authority as specified for the right-of-way manager stated herein.

**Sec. 21.13.005 Definitions**

The following definitions apply in this article. The terms, phrases, words, abbreviations and their derivations shall have the same meanings herein. When not inconsistent with the context words used in the present tense include the future; words in plural number include the singular number,

and words in the singular include the plural. The word “shall” is mandatory and not merely permissive.

Abandoned facilities means facilities no longer in service or physically disconnected from the operating facilities, or from any other facilities, or from any other facilities that are in use or that still carry service.

Administration fee means the fee charged by the city to recover its costs incurred for right-of-way management; including, but not limited to, costs associated with registering applicants; issuing, processing, and verifying right-of-way permit applications; inspecting job sites and restoration improvements; determining the adequacy of the right-of-way restoration; revoking right-of-way permits and other costs the city may incur in implementing the provisions of this article.

Applicant means an owner or authorized agent of an owner, who submits an application for a permit under the provisions of this article.

Area of influence means that area around a utility excavation where the pavement and sub-grade is impacted by the excavation and is subject to more rapid deterioration due to the trench excavation.

Backfill means the following:

- (1) The placement of new dirt, fill, or other material to refill an excavation; or
- (2) The return of excavated dirt, fill or other material to an excavation.

Certificated Telecommunications Provider or “CTP” means a person who has been issued a certificate of convenience and necessity, certificate of operating authority, or service provider certificate of operating authority by the Texas Public Utility Commission or “PUC” to offer local exchange telephone service or a person who provides voice service as defined by V.T.C.A., Local Government Code ch. 283 or “the Act”.

City means the City of Seagoville, Texas and the city’s officers and employees.

City project means the construction, location, maintenance, relocation, alteration, improvement, repair, removal or other work performed by the city, or its designee, in the public right-of-way or on any city utilities or city facilities.

City utilities means any water, sewer or drainage line or services owned and operated by the city.

Compaction refers to consolidating backfill material in a trench to prevent future settlement.

Comprehensive plan means the city’s comprehensive plan, as it exists or may be amended.

Construction means boring, the breaking of pavement, or the installation, modification, upgrade, maintenance, removal, or similar activities, within the right-of-way. The definition includes, but is not limited to, providing primary service, restoration, or maintenance of existing facilities within the right-of-way.

Contractor means any public or private person, subcontractor or organization, other than the city.

Day means business day unless otherwise specified.

Department means the city department of public works or a successor department that is responsible for management of the right-of-way and roadway infrastructure.

Emergency operations are defined as those operations and repairs necessary to prevent damage or injury to the health or safety of the public or any person and the work necessary to address or prevent an immediate service interruption. Upgrading of facilities, new service installation and neighborhood improvement projects are not emergency operations.

Excavation means any activity that removes or otherwise disturbs soil, pavement, driveways, curbs, or sidewalks in the right-of-way and does not include landscaping activity unless the activity removes or disturbs the paved portion of the right-of-way.

Facilities means the equipment, and property, including but not limited to, lines, poles, mains, pipes, conduits, ducts, cables, valves, manholes, handholes and wires located under, on, or above the surface of the ground within the right-of-way, and related facilities and equipment used or useful for the provision of utility services.

FCC means the Federal Communications Commission.

Governing body means the mayor and the city council of the City of Seagoville, Texas.

Governmental entity means any county, township, city, town, village, school district, library district, road district, drainage or levee district, sewer district, water district, fire district or other municipal corporation, quasi-municipal corporation or political subdivision of the state or of any other state of the United States and any agency or instrumentality of the state or of any other state of the United States.

Holiday shall refer to days in which city offices are closed in observance of a holiday.

Main line shall refer to lines other than service connections used to convey the right-of-way user's product.

Major project means any project, which includes 300 or more linear feet of excavation or any excavation under pavement.

Network node means equipment at a fixed location that enables wireless communications between user equipment and a communication network.

Network Provider means a wireless service provider, or a person that does not provide wireless services and that is not an electric utility but builds or installs, on behalf of a wireless service provider, network nodes or node support poles or any other structure that supports or is capable of supporting a network node.

Pavement shall refer to streets containing Portland cement, asphalt, brick or other rigid or semi-rigid material that covers the surface of a street and their underlying subgrade and base.

Permit means a permit issued under this article authorizing excavation in the right-of-way.

Permittee means any person or right-of-way user to whom a permit is issued to excavate a right-of-way.

Perpendicular excavations means any trench with a centerline that when projected toward the centerline of the street, the two lines intersect at an angle of 90 degrees.

Person means any person, company, partnership, contractor, subcontractor, agency or other public or private entity, excepting the city.

Public inconvenience penalty shall refer to a penalty assessed to the right-of-way user who denies the public the use of public property for a time period greater than allowed by this article.

PUCT means the Public Utility Commission of Texas.

Registration means the annual application process of the right-of-way user to use any portion of the right-of-way.

Registration certificate shall refer to the document provided by the city, annually, upon approval of the application for registration.

Repair means the temporary or permanent construction work necessary to make the right-of-way useable.

Repair area means that area around excavation where the pavement and subgrade is impacted by an excavation.

Restoration means the process by which an excavated right-of-way and surrounding area, including, but not limited to, pavement and foundation structures, ground cover, landscaping, and monuments are returned to the same condition, or better than that which existed before the commencement of the work.

Resurfacing means any repaving, overlay, seal or reconstruction which creates a new pavement surface over the entire width of the street, excluding crack seals and localized base and pavement repairs.

Right-of-way or public right-of-way means the surface of, and the space above and below, any street, road, highway, freeway, tollway, lane, path, drainageway, channel, fee interest, public way or place, sidewalk, alley, boulevard, parkway, drive, fire lane or other easement now or hereafter held by the city or over which the city exercises any rights of management or control and shall include, but not be limited to, all easements now held, or hereafter held, by the city, but shall specifically excludes private property.

Right-of-way manager means the right-of-way manager of the city, or his designee.

Right-of-way user means a person, its successors and assigns, that uses the right-of-way for purposes of work, excavation, provision of services, or installing, constructing, maintaining, or repairing facilities thereon, including, but not limited to, landowners and service providers.

Routine service operation means a work activity that makes no material change to the facilities and does not disrupt traffic.

Service means a commodity provided to a person by means of a delivery system that is comprised of facilities located or to be located in the right-of-way, including, but not limited to, gas, telephone, cable television, Internet services, open video systems, alarm systems, steam, electric, water, telegraph, data transmission, petroleum pipelines, or sanitary sewage.

Service connection shall refer to the line that serves no more than two individual customers or two meter banks.

Street means the paved portion of the right-of-way, whether fee or easement, that has been constructed, reconstructed, or resurfaced with concrete or asphalt or some other surface.

Surface mounted markers refers to any sign, post or other marker, which rises above the surface of the ground to show the location of an underground utility.

Thoroughfare means all roadways and streets classified on the city's comprehensive plan, as it exists or may be amended, including but not limited to as a highway, tollway, major thoroughfare, minor thoroughfare, major collector, minor collector or local collector.

TMUTCD means the Texas Manual on Uniform Traffic Control Devices, as it exists or may be amended.

Traffic control representative shall refer to the designated representative of the right-of-way user who is responsible for work zone safety and compliance with TMUTCD. The right-of-way user shall ensure such person has adequate training, knowledge and authority to perform the responsibilities listed above.

Transport Facility means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

Trench shall refer to excavation deeper than 12 inches. This shall include linear trenches, holes, pits and etc.

Underground Facility Damage Protection Safety Act shall refer to the V.T.C.A., Utilities Code sec. 251.001 et seq. as it exists or may be amended.

Utility means any privately or publicly owned entity which uses right-of-way to furnish the public any general public service, including, without limitation, sanitary sewer, gas, electricity, water, telephone, petroleum products, telegraph, heat, steam or chilled water, together with the equipment, structures, and appurtenances belonging to such entity and located within and near the right-of-way. Poles are regulated herein only as specifically set forth in this article.

White lining means marking the excavation site with white washable marking paint or flags prior to requesting a utility location in order to further identify the site.

Wireless service means any service using licensed or unlicensed wireless spectrum, including the use of wi-fi, whether at a fixed location or mobile, provided to the public using a network node.

Wireless service provider means a person that provides wireless services to the public.

#### **Sec. 21.13.006 Utility coordinator**

Each utility and right-of-way user shall name a utility coordinator who shall be the representative and point of contact for all communications from the city and who shall meet with the right-of-way manager when so requested.

#### **Sec. 21.13.007 Field utility coordination**

(a) The right-of-way user shall notify the department at each of the following times during a project:

- (1) Forty-eight hours before the start of construction;
- (2) Upon completion of the initial backfill; and
- (3) Upon completion of the project.

The right-of-way user shall make a request for a utility locate in compliance with the Underground Facility Damage Prevention and Safety Act.

(b) The use of markers, stakes, poles, barricades or other devices shall be used in such a way to avoid damage to adjoining property. The use of “nonwashable” markers is prohibited.

(c) Compliance with the Texas Utilities Code, as amended, is required at all times.

(d) All barricades, plates, cones, traffic directional equipment and all other traffic control devices owned, leased or used by the right-of-way user and used on or near any excavation shall be clearly and visibly marked with the name of the permittee and/or right-of-way user or subcontractor, as applicable, at all times such equipment is used on or near the right-of-way. An exception to the marking requirement may be made in the sole discretion of the right-of-way manager in the event the traffic control equipment is not owned by the permittee or right-of-way user.

#### **Sec. 21.13.008 Maps and records of registrants**

(a) Within 30 days of passage of this article, each right-of-way user shall provide the city an accurate map of their service area. The map shall be in electronic format overlaid over the \_Dallas County, Kaufman County and North Central Texas Council of Governments digital map, as applicable. In dual coverage areas, the city may request additional information to enable identification of right-of-way users.

(b) Each right-of-way user must maintain accurate maps and records of its facilities. If available, the city's road network may be provided in digital format upon request. The right-of-way user is encouraged to maintain their system maps geo-referenced to the city's geodetic network, which is on the Dallas County and Kaufman County digital map or the North Central Texas Council of Governments digital map, as applicable. The map should include true bearings and distances to the nearest established street lines and official monuments, which shall be accurately described on the map. The right-of-way user will provide the city with digital information within 90 days of a request for maps from the city for any user with less than 50 miles of utilities within the city. All other right-of-way users shall provide the digital information within one year of the request. Thereafter, the data is to be provided to the city on an annual basis by January 1.

(c) If the maps and records submitted in response to any request by or requirement of the city include information expressly designated by the right-of-way user as a trade secret or other confidential information protected from disclosure by state law, the city and its agents, employees, or other representatives may not disclose that information to the public without the consent of the right-of-way user, unless otherwise compelled by an opinion of the attorney general pursuant to the Texas Public Information Act, as amended, or by a court having jurisdiction of the matter pursuant to applicable law. This subsection may not be construed to authorize a right-of-way user to designate all matters in its maps and records as confidential or as trade secrets.

#### **Sec. 21.13.009 Notice**

Notice for purposes of this article shall be made to the city via electronic message (e-mail), overnight courier (generally used carrier with tracing available) or hand delivery with signed receipt, facsimile to the department, or United States mail return receipt required.

## **Sec. 21.13.010 Registration**

(a) Nothing in this section relieves a right-of-way user and/or utility from obtaining a permit under this article to perform work in the right-of-way.

(b) In order to protect the public health, safety, and welfare, a utility maintaining or operating existing facilities in the right-of-way must register with the right-of-way manager in accordance with the following requirements:

(1) The registration must be on a form furnished by the right-of-way manager and made in the name of the right-of-way user that owns the facilities.

(2) Registration expires December 31 of the following year after the first registration occurs. If the utility fails to renew registration by that date, the city will send by certified mail a notice of noncompliance to the address listed on the registration. If the utility fails to renew registration within 30 calendar days after the date of sending the notification, the facilities of the utility will be deemed to have been legally abandoned.

(3) If information provided as part of the registration changes, the utility must inform the right-of-way manager, in writing, not more than 30 days after the date the change occurs.

(4) The utility shall also include the following registration:

a. The name of the utility using the right-of-way, including any business name, assumed name, or trade name the utility operates under or has operated under in the city within the past five years.

b. If the utility is a CTP, the certificate number issued by the Texas Public Utility Commission.

c. The ordinance number of any franchise or license issued by the city that authorizes the utility to use the right-of-way.

d. The names, addresses and telephone numbers of at least two persons who will be general, day-to-day contacts for the utility. At least one of the addresses must be within the Dallas/Fort Worth metropolitan area.

e. The name and mailing address of the officer or agent designated as the person authorized to receive service of process on behalf of the utility.

f. The name, address and telephone number of any contractor or subcontractor, who will be working in the right-of-way on behalf of the utility. This list may be amended as needed by the utility; however, no work shall be

performed in the right-of-way by a contractor or subcontractor that is not on the list, regardless of whether a permit is required.

g. The names and telephone numbers of at least two persons serving as emergency contacts who can be reached by telephone 24 hours a day, seven days a week. The telephone numbers should be accessible without the city having to pay long distance telephone or toll charge.

h. Proof of existing insurance that complies with Division 4.

(c) Upon completion of registration, the city will provide the right-of-way user a registration certificate valid until the end of the calendar year during which the registration was completed. The right-of-way user may make as many photocopies of the registration certificate as necessary. The right-of-way user is responsible for ensuring that all contractors, listed in accordance with subsection (b)(4)(f) above have a copy of the registration certificate on site when work is being conducted under the provisions of the registration certificate.

#### **Sec. 21.13.011 Traffic handling training**

The right-of-way user is responsible for work zone safety including, but not limited to, traffic control through the designated traffic control representative. The representative is responsible for compliance with the TMUTCD and the traffic control plan (if required) at all work zone sites. The traffic control representative shall ensure employees on the job site have adequate training.

#### **Sec. 21.13.012 Reporting obligations**

All right-of-way users shall, upon request, provide proof of any necessary permit, license, certification, grant, registration, franchise agreement or any other authorization required by any governmental entity, including, but not limited to, the city, state, or federal government, or railroad or pipeline company, including a description of the right-of-way user's intended use of the right-of-way, information sufficient to determine whether the right-of-way user is subject to franchising or licensing by the city, and information to determine whether the right-of-way user has applied for and received any certificate of authority required by the PUCT. The information provided shall be sufficient enough to determine whether the right-of-way user has applied for and received any permit or other approvals required by the FCC. Right-of-way user shall provide all such other information as may be reasonably required by the city to complete the registration statement.

#### **Sec. 21.13.013 Surface mounted markers**

Where surface mounted markers are needed, curb mounted medallions shall be used whenever possible.

### **Sec. 21.13.014 Relocation of facilities for city projects and public improvements**

- (a) In the exercise of governmental functions, the city has first priority over all uses of the right-of-way. The city reserves the right to, among other things, lay water, sewer, drainage, and other pipelines or cables and conduits, and to do underground and overhead work, and attachments, restructuring, or changes in street facilities in across, along, over, or under a public street, alley or right-of-way occupied by an agency or right-of-way user, and to change the curb, sidewalks, or the grade of streets.
- (b) The right-of-way user must relocate its facilities, at its own expense and in accordance with Section **21.13.040**, prior to the start of construction of a city project. Failure to comply with this provision shall subject the right-of-way user to the enforcement provisions contained herein.
- (c) A permit will be required when making facility adjustments in preparation for city projects.

### **Sec. 21.13.015 Permit required**

It is unlawful for any person, its agents, servants or employees to dig, plow, blast, make cuts, openings, bore, tunnel, excavate or close lanes on a thoroughfare without first having made application and obtained a permit therefor in compliance with the Public Right-of-Way Permitting and Construction Manual, promulgated and amended by the right-of-way manager, except for as allowed by this section. It is unlawful for any person, its agents, servants or employees to make or cause to be made any excavation in or under the surface of any right-of-way for the installation, repair or removal of any facilities, or for any other purpose without first obtaining from the right-of-way manager a permit in compliance with this article.

- (1) Before issuing a permit, the right-of-way manager shall have been provided a written application, on a form furnished by the right-of-way manager, setting forth the name and residence or business address of the applicant; the location and approximate area of the excavation, including its approximate length and width, and, if the excavation is in a street, whether it is parallel or transverse to the direction of the travel lanes; and, the purpose of the excavation. The application form shall include plans prepared in accordance with city specifications. Plans shall be drawn at a reasonable scale that legibly and accurately show all existing improvements and proposed work. All proposed work must be shown in heavy or bold type lines and fonts. If proposed work is in phases or part of another overall drawing, show all existing and future work in lighter or faded out lines and fonts. If right-of-way user cannot show distinctive line weights, the plans shall clearly label the above information using text. When required by the Texas Engineering Practice Act, as amended, the plans must be sealed by a professional engineer licensed to practice in the state.
- (2) At the time the permit is issued, the applicant shall pay a nonrefundable permit application fee in an amount as provided for in the master fee schedule of the city.

(3) The proposed location, depth and other characteristics of any facilities for which the permit is issued shall be subject to approval of the right-of-way manager, and all backfilling, compaction and pavement restoration performed for any excavation shall comply with the requirements of this article.

(4) No fee or requirement authorized or imposed pursuant to this article shall be construed to affect or alter in any way any obligation of public and/or private utilities with facilities installed in any right-of-way to relocate the facilities, at no cost to the city, subject to state law, if applicable, in the event that relocation is required by the city to accommodate a proper governmental use of the right-of-way.

(5) Combinations of permits shall be permitted at the sole discretion of the right-of-way manager. Fees shall be assessed based on the excavations permitted.

(6) Subdivision monuments, historical markers, and any other signs or structures with foundations in the right-of-way, excluding billboards, are subject to this article.

#### **Sec. 21.13.016 Exceptions to required permit**

(a) The right-of-way manager reserves the right in his discretion to require a right-of-way permit on service connections. Unless otherwise required by the right-of-way manager, service connections do not require a permit if all of the following conditions are met:

(1) The service connection excavation shall not exceed four feet inside the right-of-way to property line;

(2) All excavation shall be in accordance with service connection drawings;

(3) The address for the service connection is on the city provided form, which is submitted to the right-of-way manager via e-mail. Work shall not begin until the electronic form is transmitted to the right-of-way manager;

(4) The excavation required is less than 12 inches in depth;

(5) The excavation is no wider than two inches or is hand dug; and

(6) The service connection does not require boring.

(b) Irrigation system installation requires a permit per existing city codes.

#### **Sec. 21.13.017 Permit application**

(a) Application for a permit shall be addressed to the right-of-way manager and made on a form furnished for that purpose, stating the extent, dimensions, character and purpose of the cut or excavation to be made, the location, by street and number if possible, where the work is to be done, and the time in which it is to be completed. The application form shall be accompanied by

maps of the existing facilities in the area, to the extent available, and the location of the proposed facilities, methodology of construction, and proposed start and completion dates. When the work includes excavating, which will exceed five feet in depth, a trench safety design sealed by a licensed professional engineer shall also accompany the application, unless otherwise provided by law.

(b) A permit shall only be valid for the area of the right-of-way specified within the permit. No permittee may cause any work to be done outside the area specified in the permit, except as provided herein. Any permittee who determines that an area is greater than that which is specified in the permit must apply for and receive a new right-of-way permit.

(c) Fees shall apply to all right-of-way users unless governed by an existing agreement with the City. Applicants may apply jointly for permits to excavate the right-of-way at the same time and place. Applicants who apply jointly for a right-of-way permit may share in the payment of the permit fee. Applicants must agree among themselves as to the portion each shall pay. The city will recognize only one point of contact.

(d) Permits will be issued or denied within ten (10) days of the city receiving a complete application. Permits shall be valid for the dates specified in the permit. The applicant may request but is not guaranteed the permit be valid for such longer period as may be necessary in the circumstances, in advance, as part of the application. The city may approve or deny the application for such extended permit period. No permittee may commence work before the permit start date and, except as provided herein, no permittee may continue working after the end date. If a permittee does not complete the work by the permit end date, the permittee must apply for and may receive a new right-of-way permit or a permit extension for additional time. This supplementary application must be submitted to the city prior to the permit end date. Applicants are encouraged to request a pre-submission meeting for large projects.

(e) An expedited permit may be requested, and shall be issued or denied within five (5) days of application upon a showing of good cause, as solely determined by the right-of-way manager.

### **Sec. 21.13.018 Issuance of permit**

Every person making application for a permit in accordance with the provisions of this article, and having complied with such provisions, shall be entitled thereto, and, upon filing such application with the right-of-way manager, it shall be his duty to issue the permit, when the provisions of this article have been complied with.

(1) Upon receiving a written application for a permit and a plan prepared in accordance with the city specifications, the right-of-way manager's designee shall set forth all requirements, approve or disapprove the application, sign and return it to applicant. Excepting only emergency excavations, at least forty-eight (48) hours prior to the start of work, the applicant shall notify the right-of-way manager the date the work will commence when traffic control devices are necessary on a thoroughfare.

(2) No permit shall be transferable. A permit shall be void unless the excavation to be made pursuant thereto is commenced within the time stated therein and the work diligently completed.

(3) Each permit shall state a time period for completion of all the work to be done hereunder. The right-of-way manager may in his sole discretion, grant extensions of time.

(4) No person in violation of any requirement of this article shall be issued an excavation permit, nor shall any contractor or agent apply for or be issued a permit on the person's behalf, until the outstanding violation is/are corrected or a plan for correction is approved by the right-of-way manager. The foregoing requirement is in addition to any penalty or remedy for violation that may be imposed or sought by the city at law or equity.

(5) No work shall be done under any permit issued under this article except as stated in the permit. If the permit is allowed to expire, the right-of-way user shall procure a new permit, paying the applicable fee, prior to proceeding with any such work.

#### **Sec. 21.13.019 Posting of signs**

The right-of-way user and contractor (if used) shall be identified by three feet by three feet information signs on all work requiring a permit. The signs shall state the name and phone number of the right-of-way user and contractor (if used). The signs shall be placed in the right-of-way on each approach to the location where construction is occurring from the time of the beginning of work in the right-of-way and shall continue to be posted at the location during the entire time the work is occurring.

#### **Sec. 21.13.020 Excavation to be under supervision of the right-of-way manager**

(a) Any right-of-way user engaged in making or backfilling any excavation in any right-of-way shall, at all times while such work is in progress, keep at the job location the permit, or a copy thereof, and shall provide of the same, when requested by any authorized city employee. At all times while the work is in progress, the right-of-way user shall also maintain, at the job location, a sign, barricade or other device bearing the right-of-way user's name.

(b) The right-of-way user shall protect from damage, utility conduits, sewer conduits, water conduits, lawns, shrubbery, trees, fences, structures, irrigation, sidewalks, streets, signs, street lights, or other property at, near or encountered in its work. The right-of-way user shall determine the boundary of the right-of-way.

(c) All excavations and other construction in the streets shall be conducted so as to interfere as little as practicable with the use of right-of-way and with the use of private property, in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the city pursuant to the policy and regulatory powers of the city necessary to

provide for public convenience. The right-of-way user shall not trespass upon private property. The right-of-way user shall determine the boundary between right-of-way and private property and place stakes/markers indicating the boundary to remain in place for the duration of the work.

(d) The city reserves the right to among others, lay, and allow to be laid, electricity, sewer, gas, water and other pipe lines or cables and facilities, as well as drainage pipes, and channels and streets, and to perform, and allow to be performed, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the city, in, across, along, over or under any right-of-way or public place occupied by a right-of-way user and to change any curb or sidewalk or the grade of any street and to maintain all of the city's facilities. In allowing such work to be performed by others, the city shall not be liable to a right-of-way user for any damage caused by those persons or entities. Nothing herein shall relieve any third party from responsibility for damages caused to a right-of-way user by such third party.

(e) All transmission and distribution structures, lines, equipment and facilities erected by a right-of-way user within the city shall be so located as to cause minimum interference with the proper use of the right-of-way, and to cause minimum interference with the rights and reasonable convenience of property owners who join any of said streets. No pole may be placed in an area prohibited by another section of this article or which interferes with the public's unimpeded use of the right-of-way.

(f) If the city requires a right-of-way user to adapt or conform its facilities, or in any way or manner to alter, relocate or change its property to enable any other corporation or person, except the city, to use, or to use with greater convenience, any right-of-way or public place, the right-of-way user shall not be required to make any such changes until such other corporation or person shall have undertaken, with solvent bond, to reimburse a right-of-way user for any loss and expense which will be caused by, or arise out of such removal, change, adaptation, alteration, conformance or relocation of a right-of-way user's facilities; provided, however, that the city shall never be liable for such reimbursement.

#### **Sec. 21.13.021 Registration certificate required**

It is unlawful for any person, its agents, servants or employees to perform construction in the right-of-way without first having made either application and obtained a permit therefor or have in possession a valid registration certificate. A registration certificate may only be used for construction activities not requiring a permit in accordance with this article. These activities include tree trimming, general maintenance, line work and providing a service connection from the property line to a customer provided the activity complies with Section 21.13.028.

#### **Sec. 21.13.022 Hours of operation for nonemergency work**

(a) Excavation and boring shall be conducted between 7:00 a.m. and thirty (30) minutes before sundown on Monday through Friday, except on holidays. No excavation or boring shall be performed on holidays.

(b) All other work requiring an inspection shall be done between 7:00 a.m. and thirty (30) minutes before sundown on Monday through Friday, except on holidays. No work shall be performed on holidays. A right-of-way user may work on Saturday subject to the approval of the right-of-way manager and a notification no later than noon on Thursday before the Saturday in which the work is to be performed. The Saturday inspection fee must be paid prior to noon on Thursday prior to the Saturday in which the work is to be performed.

### **Sec. 21.13.023 Denial of permit**

A permit may be denied or suspended for any of the following reasons:

- (1) Failure to provide proof of a surety bond or liability insurance acceptable to the city or notice of termination of the same.
- (2) Failure to secure a contractor's license or other required license.
- (3) Failure to perform in accordance with the requirements of this article.
- (4) The excavation would be in a street and not otherwise permitted by this article.
- (5) The proposed warning or other traffic control procedures or equipment do not comply with the requirements of the TMUTCD or the requirements of the right-of-way manager.
- (6) The proposed activity would violate any city ordinance or state or federal law, rule, regulation or statute.
- (7) The permit application contains false or misleading information.
- (8) The activity would cause a public health or safety hazard.
- (9) The right-of-way user is not authorized within the city.
- (10) The right-of-way user is in violation of this article relative to work in progress.
- (11) The right-of-way user has not compensated the city, unless the user is not legally obligated to compensate the city by contract, by agreement or by law, for using the public property; or the right-of-way user has failed to timely make required payments.

### **Sec. 21.13.024 Appeal**

A right-of-way user that: (i) has been denied registration; (ii) has been denied a permit; (iii) has had a permit revoked; or (iv) believes that fees imposed are invalid, may have the denial, revocation, or fee imposition reviewed, upon written request as follows:

(1) If an applicant desires to appeal a decision, the applicant may file a written notice of appeal with the right-of-way manager within five business days of the date the decision was rendered. The notice must state the alternatives available and routes explored, hardship encountered, cost comparison of other alternatives and a statement of any other significant factors. The right-of-way manager shall provide a written decision within five business days. Failure to render a decision within five business days shall constitute a denial.

(2) If a further denial is given, the appellant may thereafter file a written notice of appeal to the City Manager within five business days of receipt of the right-of-way manager's written decision. The City Manager shall provide a written decision within five business days of receipt of an appeal in accordance with this section. Failure to render a decision within five business days shall constitute a denial.

### **DIVISION 3 TECHNICAL SPECIFICATIONS**

#### **Sec. 21.13.025 Lawful use of right-of-way**

(a) The use of the right-of-way in any manner which violates federal, state, or local laws, or city codes, ordinances and regulations, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal and water and air quality, is prohibited. All permittees shall provide satisfactory evidence of compliance with the foregoing upon request of the city.

(b) The permittee shall dispose of all material removed from the right-of-way and any waste created by permittee in compliance with all state, federal and local laws and requirements. Temporary storage of material may be placed in a pile no higher than 30 inches.

(c) If a permittee excavates any contaminated, regulated or hazardous materials in the right-of-way, such permittee shall be responsible for environmental assessment, excavation, testing, transportation and disposal of that material in accordance with applicable law. The permittee shall promptly notify the city, orally, of the condition within two hours of discovery of any contaminated, regulated or hazardous materials in the right-of-way, and within eight hours provide the aforementioned information to the city in writing. The permittee must consult with and receive written authorization from the city before undertaking any of the steps/actions set forth in this subsection.

#### **Sec. 21.13.026 Compliance with safety regulations**

The permittee and right-of-way user shall comply with all applicable federal, state and local safety regulations and requirements, including, by example and not limitation, the occupational safety and health standards for the construction industry.

#### **Sec. 21.13.027 Conformance with the thoroughfare plan**

A right-of-way user should consult the city's thoroughfare plan prior to the acquisition of any interest in real property in the city for the installation or relocation of service lines or other equipment or facilities along or adjacent to any street, right-of-way, thoroughfare, highway, or any proposed street, right-of-way, highway or thoroughfare to attempt to minimize any future conflict regarding the location of such facilities. All right-of-way users are charged at all times with constructive notice of the thoroughfare plan. The city shall, at a minimum, have no liability for the value of or loss by a right-of-way user of any improvements constructed in the area shown on the thoroughfare plan, except as provided herein. Typical locations of city facilities are depicted in in the city standard details.

#### **Sec. 21.13.028 Tree trimming and graffiti abatement**

Permission is granted to a right-of-way user, subject to the requirements of this code, as it exists or may be amended from time to time, to trim trees upon and overhanging the right-of-way, so as to prevent the branches of such trees from coming in contact with a right-of-way user's facilities. When so directed by the city, the tree trimming shall be done under the supervision and direction of the city. The right-of-way user shall make the necessary repairs or restoration, including, but not limited to, cleaning of graffiti, as soon as practicable but not to exceed seven days after the right-of-way user discovers or learns of any misuse, destruction, damage or vandalism to its facilities.

#### **Sec. 21.13.029 Employee communication**

The right-of-way user shall ensure that there is at least one employee on the job site, during any type of work activity, who can read, write and speak English fluently.

#### **Sec. 21.13.030 Routing and spatial assignment**

The city reserves the right, in the permit or otherwise, to restrict or determine the route (pathway) and/or spatial location, whether horizontal, vertical or depth, of any facility and/or structure or improvement in the right-of-way. The city reserves the right to reserve space for future utilities.

#### **Sec. 21.13.031 Commencement and completion**

After obtaining the permit and prior to commencing the work, the permittee shall notify the right-of-way manager, and shall commence and complete all work within the time specified in the permit, unless an extension of time is granted by the right-of-way manager. No work shall commence until erosion control measures (e.g. silt fence) and advance warning signs, markers, cones and barricades are in place.

#### **Sec. 21.13.032 Notification of affected property owners**

Except in the case of an emergency, whenever excavation is required in the right-of-way adjacent to an occupied property, the right-of-way user shall notify the property owner of the activity through use of a door hanger, which shall include the following information:

- (1) Permit number;
- (2) Identify of the contractor and the right-of-way user, including a contact name and phone number by which more information regarding the project could be obtained and a 24-hour a day emergency phone number; and
- (3) The anticipated duration of the construction work.

#### **Sec. 21.13.033 Safe conduct of work**

Every permittee and right-of-way user shall prosecute its work diligently and in a good, safe, and workmanlike manner, and shall safeguard and protect the public, using the street or right-of-way where the work is being performed, from accidents or damage by placing barriers, lights and other sufficient safeguards around all cuts, openings and excavation, in accordance with TMUTCD. All material, implements and tools stored upon the premises and used in connection with the excavation shall be stored in a safe and nonhazardous manner.

#### **Sec. 21.13.034 Revocation or suspension of permit**

The city reserves its right, as provided herein, to revoke or suspend any permit, without refund of the permit fee, in the event of a breach by the permittee of the terms and/or conditions of the permit, this article and/or any other city ordinance. A breach of the terms of the permit shall include, but not be limited to any of the following:

- (1) The violation of any provision of the permit.
- (2) An evasion or attempt to evade any provision of the permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the city or its citizens.
- (3) Any material misrepresentation of any fact in the permit application.
- (4) The failure to meet insurance, surety bond or indemnification requirements.
- (5) The failure to complete the work as specified in the permit.
- (6) The failure to correct a condition indicated on an order issued pursuant to this article.
- (7) Repeated traffic control violation(s).
- (8) Failure to protect facilities or repair facilities damaged in the right-of-way.
- (9) Violation of any part of this article.
- (10) Recognition by the right-of-way manager that a permit was issued in error.

(11) Failing to comply with an order of the right-of-way manager on the permit and any other valid permit held by the right-of-way user.

(12) Any safety violation or other action that threatens the health, welfare and/or safety of the public as solely determined by the right-of-way manager.

If the right-of-way manager determines that the permittee has committed a breach of any law or condition of the right-of-way permit, the right-of-way manager shall make a written demand upon the permittee to remedy such violation. Continued violation may be cause for revocation of the permit or legal action, or both. The right-of-way manager may, in his discretion, revoke the permit, provide specifications to cure the breach, or both. Within two business days of receiving notification of the breach, permittee shall contact the right-of-way manager with a plan, acceptable to the right-of-way manager, for correction of the breach. Permittee's failure to do so or permittee's failure to timely implement the approved plan shall be cause for revocation of the permit.

#### **Sec. 21.13.035 Work not in accordance with permit declared unlawful**

(a) It shall be unlawful for any person to make, cause or allow to be made, any excavation, or to install, cause or allow to be installed any tank, pipe, conduit, duct, tunnel, utility pole or other utility or appliance in or under the surface of any street, alley, sidewalk, right-of-way or other public place, at any location, other than that described in the application for the permit and as shown on the plans filed with the right-of-way manager, and in accordance with the requirements of the permit. If the circumstances appearing after the excavation is commenced make it impossible to comply with the permit, the right-of-way manager may, in his sole discretion, grant a waiver to take the circumstances into account.

(b) Failure to comply with requirements set forth in this article or on any permit shall be cause for revocation of the subject permit and of any other permits held by the same permittee until the violations have been corrected or the right-of-way manager has approved alternative requirements.

#### **Sec. 21.13.036 Work done without a permit**

No cut, excavation, grading or disturbing of the right-of-way or wires on poles, in any way, shall be made, other than excavations necessary for emergency work, without first securing a permit. No person or right-of-way user shall, at any time, open or encumber more of the right-of-way than shall be reasonably necessary to complete a project in the most expeditious manner.

#### **Sec. 21.13.037 Cessation of work**

At any time, the right-of-way manager may order the immediate cessation of any work that poses a threat to the health, safety or well-being of the public. The right-of-way manager may revoke the permit of any permittee in any instance where there is a threat to the health, safety or wellbeing of the public.

### **Sec. 21.13.038 Violations of standards; notice**

The right-of-way manager may issue a written notice to the permittee indicating work that does not conform to the terms of the permit, applicable standards, conditions, codes or other applicable regulation. Within five days after issuance of written notice, the permittee shall present proof to the right-of-way manager that the violation has been corrected. If such proof has not been presented within the required time, the right-of-way manager may revoke the permit.

### **Sec. 21.13.039 Location and relocation of facilities**

Subject to applicable federal, state, and local laws, the right-of-way user shall, upon the request of the city, which shall be in writing, locate and/or relocate its facilities situated within any right-of-way, at no expense to the city, where reasonable and necessary to accommodate any city project. The written request provided by the city shall state the date by which the relocation by the right-of-way user shall be completed and a reasonable amount of time shall be provided by the city. When relocation is necessitated by federal government requirements, which includes reimbursements of costs, the city will reimburse applicant for its proportionate share from funds provided to the city in such reimbursements.

### **Sec. 21.13.040 Relocation facilities for the city**

In the event the city finds it necessary to move a right-of-way user's facilities to protect the right-of-way, any city utilities and/or street, the city shall notify the local representative of the right-of-way user. Right-of-way user shall promptly move or facilitate the relocation of the subject facilities at right-of-way user's sole expense.

### **Sec. 21.13.041 Abandoned facilities**

(a) A right-of-way user owning abandoned facilities in the right-of-way shall:

- (1) Remove its facilities and repair, at its sole expense, any damage caused by the removal. The right-of-way manager may allow some or all facilities to remain if the right-of-way manager determines same is in the best interest of the public to do so; or
- (2) Provide information satisfactory to the city that the right-of-way user's obligations for its facilities in the right-of-way have been lawfully assumed by another authorized right-of-way user.

(b) The facilities of the right-of-way user who fails to comply with this section, and those facilities which remain unused for two years, shall be deemed to be abandoned unless, within the aforesaid two-year period, the city receives written confirmation and reasonable evidence, as solely determined by city, that the right-of-way user intends to use the facilities. The city may exercise any remedies and/or rights it has at law or in equity, including, but not limited to, taking possession of the abandoned facilities or requiring the removal of the facilities by the right-of-way user at the right-of-way user's sole expense.

#### **Sec. 21.13.042 Underground service requirements**

Placement of new utility support structures (poles) shall be prohibited for electrical distribution lines with 60,000 volts and less and all communication utilities, unless otherwise allowed by other law or an existing franchise agreement between the right-of-way user and the city or a PUCT tariff. This does not prohibit replacing existing poles for maintenance purposes.

#### **Sec. 21.13.043 Location of poles and conduits**

All poles in the right-of-way shall be of sound material and straight, and shall not interfere with the flow of water in any gutter or drain, and shall be placed so as not to interfere with vehicular and pedestrian travel. The location and route of all conduits, fiber, cables, utilities and facilities placed and constructed by a right-of-way user in the construction and maintenance of its system in the city shall be subject to the reasonable and proper control, direction and approval of the city. Placement of poles and anchor guys along curvilinear streets shall comply with city ordinances and regulations.

#### **Sec. 21.13.044 Size and location of aboveground facilities**

The maximum dimensions for ground mounted utility structures above the ground in the right-of-way adjacent to streets are seven feet long (parallel to the road), two feet wide (perpendicular to the road) and six feet in height. For structures three feet or less in height, the width may be 44 inches. This does not include poles. The height of utility structures shall be measured from the lowest grade at any point 18 inches or less from the side of the structure that faces the street to the highest point of the structure. Utility structures exceeding those dimensions shall not be located in the right-of-way adjacent to streets, unless otherwise approved in writing by the right-of-way manager. All aboveground facilities shall be located outside of the corner visibility triangle at all intersections, future intersections and all driveways. No aboveground facilities may be placed in a parkway that is across from a median opening.

#### **Sec. 21.13.045 Height of overhead line**

The user shall ensure all overhead lines are constructed and maintained so that the minimum clearances are in compliance with the National Electrical Code as it exists or may be amended.

#### **Sec. 21.13.046 Attachments to poles**

(a) Nothing shall obligate or restrict a right-of-way user from exercising its rights to enter into pole attachment, pole usage, joint ownership or other wire space or facilities agreements with light and/or power companies or with other wire-using companies authorized to operate within the city.

(b) A right-of-way user shall utilize existing pole space, conduit, and other facilities whenever reasonably and/or economically possible.

(c) Antennas must be mounted to the top of the pole, or flush to the pole near the top, in a screen that is coated or painted an approved color to match the pole to camouflage the installation.

(d) Equipment, other than antennas, must be in an underground vault. Vaults must be flush to the ground.

(e) If the existing pole already has more than two existing risers/drops, the pole must be replaced with a metal pole and all wires and cables must be run in conduit inside the pole. The existing drops will also be relocated inside the new pole and underground entry into the pole through the foundation is required. When installation will result in two or fewer risers/drops on the pole, the wires and cable may be installed as a riser/drop in conduit painted an approved color.

#### **Sec. 21.13.047 Temporary rearrangement of aerial wires**

The right-of-way user shall rearrange its transmission media temporarily as necessary to permit the moving of houses or other bulky structures. The requesting parties shall, pay the reasonable and necessary expense of such temporary rearrangements. The right-of-way user shall in a reasonable time frame and reasonable cost, remove its transmission media in connection with the demolition of unsafe structures, including emergency or ordered demolitions at no cost to the city. The right-of-way user may invoice the requesting parties for the cost of this work, where applicable.

#### **Sec. 21.13.048 Street closures**

(a) All lane closures on any thoroughfare shall comply with TMUTCD, and shall include a lane closure exhibit to be submitted with the permit to the right-of-way manager. The right-of-way manager may require a traffic control plan. Arrow boards and message boards may be required for lane closures on thoroughfares.

(b) Except in an emergency, no thoroughfare shall be closed on weekdays during the hours of 6:30 a.m. to 9:00 a.m. and 3:30 p.m. to 7:00 p.m. or outside normal working hours of the city. Every day of the week, all roadways shall be open to traffic by sunset on the same day as the construction.

(c) All lane closures require 24-hour notification of the police and fire departments prior to closing

#### **Sec. 21.13.049 Site maintenance during construction and prior to full restoration**

(a) Erosion control and stormwater management. The right-of-way user shall be responsible for stormwater management, erosion control and excavation safety measures that comply with city, state and federal guidelines. Requirements shall include, but not limited to, construction fencing around any excavation that will be left overnight, silt fencing in erosion areas until reasonable vegetation is established, barricade fencing around open holes, and high erosion areas

will require wire backed silt fencing. Upon request of right-of-way manager, the right-of-way user may be required to furnish documentation submitted or received from the federal or state government.

(b) Dust control. The right-of-way user shall ensure that the work is conducted and site maintained to minimize blowing dust. At any time dust leaves the job site so that it is a nuisance, the work will stop until measures can be taken to eliminate the dust.

(c) Traffic control safety. In the event of noncompliance with the TMUTCD, the right-of-way user shall be notified of the violation. In the event of continued noncompliance, the right-of-way manager may revoke the permit, in addition to any other remedies available to the city. At any time the right-of-way manager determines the work threatens public safety, he may take immediate action as necessary including but not limited to, stopping all work, or have a third party make the repairs at the expense of the applicant.

(d) Responsibility for signs, barricades and warning devices. The right-of-way user working in any right-of-way is responsible for the safe movement of traffic, both pedestrian and vehicular, through the construction area. The right-of-way user shall meet all requirements for barricading and traffic control as specified in the TMUTCD.

(1) Only those individuals who are qualified by means of adequate training in safe traffic control practices and have a basic understanding of the principles established by applicable standards and regulations, including without limitation, those in TMUTCD, may place and maintain the traffic control devices in a construction area.

(2) The right-of-way user must either: (i) subcontract the barricading to a firm specializing in traffic control; or (ii) submit the qualifications and name of employees to the right-of-way user manager for approval prior to the work commencing. The right-of-way user must also submit a traffic control plan for review when required by this article. All signs and barricades must conform to the requirements of the TMUTCD.

(3) All barricades, plates, and other traffic control equipment must conform to TMUTCD specifications and must be inspected and maintained by the traffic control representative.

(4) All barricades, plates and other traffic control equipment must display accurate and sufficient information including without limitation, the name of the right-of-way user.

(5) Noncompliance with the TMUTCD shall be cited in writing. In the event of noncompliance after citation, the right-of-way manager may place the necessary devices as required, and the right-of-way user shall reimburse the city for all such expenses as well as \$500.00 for noncompliance. Failure to comply with this provision may result in denial of application for future permits.

(6) All traffic control devices must be removed immediately upon completion of work.

(e) Duty to barricade. At all times during construction activity, the contractor and/or right-of-way user, as applicable, shall place and maintain all necessary and proper barriers and other safeguards, including without limitation, watchmen certified in accordance with the safety training described in this article, if necessary, upon and around the work and for the prevention of accidents, and after daylight hours, shall place, maintain and keep suitable sufficient lights, in accordance with the TMUTCD.

#### **Sec. 21.13.050 Inspection**

The permittee shall make the work site accessible to the city, and others as authorized by law, for inspection at all reasonable times during performance of the work.

#### **Sec. 21.13.051 Materials testing**

The City will require testing of materials used in construction in or near the right-of-way to determine conformance with city construction specifications, including, but not limited to, compaction tests on backfill materials, subgrade, aggregate base course, Portland concrete (rigid pavement), asphaltic concrete (flexible pavement) and other construction materials as deemed necessary by the City. The right-of-way user shall, at his expense, hire a testing laboratory with current accreditation by the American Association for Laboratory Accreditation, American Association of State Highway and Transportation Officials (AASHTO) or another nationally recognized accreditation agency that verifies compliance with ASTM E 329 and that demonstrates the laboratory's capabilities to perform applicable ASTM or AASHTO test procedures, as may be required.

#### **Sec. 21.13.052 Duties of persons making excavations or creating obstructions**

Any person who shall cause to be made any excavation or obstruction in any street or right-of-way shall not allow the same to remain there beyond a time reasonably sufficient for the completion of the work and/or removal of the obstruction, and shall repair the subject portion of such street and/or right-of-way so as to restore the same to its condition previous to the making of such excavation or obstruction. It shall be the duty of such excavators to protect the area while such condition exists and promptly to repair the same so as to leave the street or right-of-way in as good condition as before the excavation.

#### **Sec. 21.13.053 Emergency excavations**

Nothing in this article shall be construed to prevent any person maintaining any pipe, conduit or duct in or under any street, or right-of-way by virtue of any law, article or permit, from making such excavation as may be necessary for compliance with law or for the preservation of life or property when the necessity arises, provided that the person making the excavation shall notify the right-of-way manager within 24 hours. Except as specifically provided otherwise in this

article for excavations authorized by this section, permittee shall be subject to all fees and requirements of this article.

#### **Sec. 21.13.054 Excavation in streets**

Except in case of an emergency there shall be no excavation in any street without the prior written approval of the right-of-way manager. Any request for a permit to excavate a street shall include a description of the proposed work and proposed restoration of the area, as well as a statement of clear and convincing evidence is provided to the right-of-way manager as to why alternate procedures cannot or should not be used in lieu of excavating a street. All pavement cuts and repairs shall be performed by a contractor with experience in street repair work. Any damage to pavement outside the removal area shall also be repaired subject to approval of the right-of-way manager.

- (1) Excavation in Portland cement concrete (PCC) pavement surface. If the existing pavement is PCC, the concrete shall be cut first with a saw to a depth of the full the thickness of the concrete or 6", whichever is greater, and the full width of the trench, which shall also cut any reinforcing steel. A second cut shall be 12 inches parallel to the first cut to full thickness of the concrete and excavated to undisturbed soil. Further criteria is set forth in the city's standard details.
- (2) Excavation in hot mix asphalt concrete (HMAC) pavement surface. If the existing pavement is HMAC, the HMAC shall be cut first with a saw to a depth of the full thickness of the pavement or 6", whichever is greater, and the full width of the trench, which shall also cut any reinforcing steel. A second cut shall be 12 inches parallel to the first cut to full thickness of the pavement and excavated to undisturbed soil. Further criteria is set forth in the city's standard details.
- (3) Jacking and boring. A permittee or right-of-way user shall perform all work in conformance with methods approved by the city and in such a manner as to not interfere or disturb existing or planned infrastructure.
- (4) Responsibility of excavated area maintenance. A permittee or right-of-way user shall warrant and be responsible for its repairs in the right-of-way for two years from the completion date of any repair.

#### **Sec. 21.13.055 Backfill of excavated area**

- (a) Open trenches may be temporarily backfilled for the convenience of the permittee or the public safety. Traffic bearing plates can be used temporarily in conformance with city requirements. At least one hour prior to beginning permanent backfill operations, the permittee shall notify the right-of-way manager of the time the backfill will begin.
- (b) All excess water and mud shall be removed from the trench prior to backfilling. Any backfill placed during a rainy period or at other times, where excess water cannot be prevented from entering the trench, will be considered temporary and shall be removed as soon as weather

permits. All disturbed base material or any base that has been undermined shall be removed and discarded. Compaction of all backfill shall be 95 percent of maximum density with a moisture content of minus two percent to plus four percent of optimum moisture content as determined by ASTM D698 under or near paved surfaces, future paved surfaces or otherwise as determined by right-of-way manager. Outside of pavement surfaces, compaction of all backfill shall be 95 percent of maximum density with a moisture content of minus two percent to plus four percent of optimum moisture content as determined by ASTM D698, and be smoothed, raked, and topsoil and grass or other landscaping installed to match the surrounding conditions.

#### **Sec. 21.13.056 Right-of-way restoration requirements**

(a) The work to be done pursuant to the permit and any repair and/or subsequent restoration of the right-of-way must be completed within the dates specified in the permit. In the event of circumstances beyond the control of the permittee or when work is prohibited by unseasonable or unreasonable conditions, the right-of-way manager may, in his sole discretion, extend the dates on receipt of a substantiated supplementary application for a permit extension.

(b) All earth, materials, sidewalk, pavement, utilities, conduits, crossing, irrigation, landscaping, monuments, manhole covers, valve covers, meter box lids or improvements of any kind, which are owned or possessed by the city, and damaged, disturbed, or removed by a right-of-way user shall be fully repaired promptly by the right-of-way user, at its sole expense, to the reasonable satisfaction of the right-of-way manager with material approved by the City.

(c) After any excavation, the right-of-way user shall, at its expense, restore the right-of-way, trench envelope, pavement structure and the surrounding area, to the same or better condition than it was prior to the excavation. The restoration shall be made in accordance with specifications set forth herein, and the repair shall be covered by a maintenance bond for two years from the completion date of any repair.

(d) In the event the right-of-way user fails to restore the right-of-way in the manner and to the condition required herein, or fails to satisfactorily and/or timely complete all restoration, the city may, at its option, serve written notice upon the right-of-way user that, unless within five days after serving of such notice a satisfactory arrangement can be made for the proper restoration of the right-of-way by the right-of-way user, the city may take over the work and prosecute same to completion, by contract or otherwise, at the sole expense of the right-of-way user, and right-of-way user, and its surety, shall be liable to the city for any and all cost incurred by the city by reason of such prosecution an completion including, without limitation, the applicable public inconvenience penalty. Nothing contained herein shall limit any other remedies available to the city.

(e) If any excavation cannot be backfilled immediately, the right-of-way user shall securely and adequately cover the excavation and maintain proper barricades, safety fencing and/or lights as required, from the time of the opening of the excavation until the excavation is surfaced and opened for travel.

(f) In all right-of-way restoration, the right-of-way user guarantees its work and shall maintain it two years from the date of completion of any restoration. During the period following completion, the right-of-way user shall, in the event of any failure of the restoration, and upon notification from the right-of-way manager, reimburse the city for pavement restoration costs as provided for in this article. Additionally, the right-of-way user, in the event of such failure, shall within 48 hours of notice from the city, repair the subject trench envelope.

(g) The two-year guarantee period shall be applicable to, among others, failure of the pavement surface as well as failure of the trench envelope. Notwithstanding remediation of the pavement structure by the city, the right-of-way user retains repair responsibility at all times during the guarantee period for the trench envelope. In locations where two or more right-of-way users have made repairs in the exact same location, the last right-of-way user to excavate shall be responsible for the two-year guarantee in that location, unless the right-of-way manager determines, in his sole discretion, that a failure was most likely a result of work performed by another right-of-way user. That right-of-way user shall be responsible for the two-year maintenance period.

(h) All street excavations shall be perpendicular excavations, as possible, unless otherwise approved by the right-of-way manager. Excavations in streets, which are not perpendicular excavations require block-to-block and curb-to-curb pavement reconstruction, or other method of repair approved by the right-of-way manager. All repairs shall be equal or better than that which existed prior to the commencement of any work.

(i) No trench shall be opened for the purpose of laying pipes, conduits or ducts for a distance greater than can be backfilled on the same workday before sunset. Any variance from this requirement must be granted in writing from the right-of-way manager prior to work beginning.

### **Sec. 21.13.057 Restoration of pavement**

Unless otherwise specified in the permit, restoration of the pavement of any street, alley, right-of-way or other public place shall be performed by the permittee.

(1) No trench shall be opened in any street for the purpose of laying pipes, conduits or ducts more than 200 feet in advance of the pipe, conduit or ducts being placed in the trench, other than with the prior written consent of the right-of-way manager.

(2) All excavations shall comply with the city construction standards, as amended, and requirements of this article. Unless otherwise required by city standards, as amended, or if unusual conditions are encountered, the right-of-way manager may require new standards for compaction, backfill and pavement restoration.

(3) Any excavated pavement, debris and/or other rubble shall be removed, together with any surplus material, within one working day from the time such material is placed upon the street. After backfilling is completed, and prior to repaving the cut, the right-of-way user shall remove all loose paving material and trim the edges of the excavation at the street surface to the satisfaction of the right-of-way manager.

(4) Whenever any caving occurs in the sidewalks of any excavation, the pavements above such caving shall be cut away, trench backfilled, compacted and sidewalk pavement restored. In no case shall any side or lateral tamping fill any void under a pavement.

#### **Sec. 21.13.058 Permanent pavement repairs**

The right-of-way user will maintain the excavated area until permanent pavement restoration of the excavated area is complete. The right-of-way user shall make the final repairs within seven days on thoroughfares that are classified as major and within 30 days on residential, local and alley streets after the right-of-way manager makes final inspection. Backfill failures shall remain the responsibility of the right-of-way user.

#### **Sec. 21.13.059 Substandard repair of pavement of right-of-way**

In case the pavement or the surface of the street, alley, or right-of-way in, over or near any excavation should become depressed, cracked or broken at any time or fails in any way at any time after the excavation has been made and during the two-year warranty, the right-of-way user shall comply with any applicable obligations of this article, including, without limitation, reimbursement to the city of the cost to restore the street and/or right-of-way.

#### **Sec. 21.13.060 Failure to complete work within specified time**

In the event any work governed by this article is not completed by the right-of-way user within the time required or in accordance with the specifications required herein or by the right-of-way manager, the right-of-way manager may cause such work to be performed as is necessary to secure the work area to a safe and passable condition. The right-of-way user shall reimburse the city for the costs of securing the site.

#### **Sec. 21.13.061 Removal and reconstruction where work is defective**

All construction work in the streets, right-of-ways, sidewalks and public places of the city is declared to be subject to the exclusive control of the city, and whenever, in the sole opinion of the right-of-way manager, any such work shall not have been duly completed within a reasonable time or shall have been executed in a defective manner, whether because of bad workmanship or materials or because not true to the lines or grades or specification therefor given to him by the right-of-way manager, then upon written demand or notice from the right-of-way manager, such right-of-way user or contractor shall promptly remedy, complete and/or remove and reconstruct such incomplete or defective work all as the right-of-way manager may require, and these provisions shall also apply to all repair and maintenance work. If the contractor or right-of-way user shall fail or refuse to do so within a reasonable time to be specified by the right-of-way manager, then, if required by the right-of-way manager, such work shall be completed or corrected or removed and wholly or partially reconstructed by the city, in such a manner as in the opinion of the right-of-way manager may be necessary to make such work as good as originally required, and such work may be done by contract or otherwise, under the direction of the right-

of-way manager, and the contractor or right-of-way user shall reimburse city for any and all cost incurred by the city performing the work described in this subsection.

#### **Sec. 21.13.062 Cleanup of right-of-way**

In every case, and at all times, the work of removing from the right-of-way all obstructions, surplus materials, debris and waste matter of every description caused by and/or accumulated from the excavation shall be the sole responsibility of the right-of-way user. The right-of-way user shall maintain the area on and around the excavation and related work in a clean, safe and orderly fashion at all times during conduct of the excavation and shall clean the same area upon completion of work. Streets shall be cleaned by use of a vacuum street sweeper. The right-of-way user shall clean the surrounding area, as outlined above, within one day upon completion and approval of all trench work and pavement restoration unless the right-of-way manager, sufficient reason therefore having been given to his satisfaction, grants a written extension of time.

#### **Sec. 21.13.063 Reporting Completion of Work**

When the work under permit hereunder is completed, the permittee shall notify the city in accordance with the requirements placed on the permit. The City will schedule a final walk-through with the contractor to develop a final punch list of items to be remedied.

#### **Sec. 21.13.064 Effect of article on persons engaged in construction**

Any permit issued prior to the adoption of this article will remain subject to the terms and conditions of city ordinances and requirements in effect at the time of issuance of the permit and is not affected by this article, except that, upon expiration or conclusion of the permit, a new or renewal permit must be obtained in accordance with this article.

### **DIVISION 4. INDEMNIFICATION, INSURANCE, BONDING AND LIABILITY**

#### **Sec. 21.13.065 Liability of right-of-way user**

To the extent allowed by law, the right-of-way user shall be liable to the city for any damage or loss occasioned by any act and/or omission occurring in connection with its excavation, and subject to state law, the right-of-way user shall fully indemnify, hold harmless and defend the city, its councilmembers, officers, employees, agents, representatives and volunteers from and against any and all suits, actions, judgments, losses, costs, demands, claims, expenses (including attorney's fees), damages, and liabilities of every kind to which the city, its councilmembers, officers, employees, agents, representatives and volunteers may be subjected for injury of any type, death or property damage arising from or connected with any such act and/or omission. The city shall promptly notify a permittee, or right-of-way user, at the address set forth in the permit, or last known address, of any claim, suit or demand served upon the city and alleging negligent or wrongful conduct by the permittee or right-of-way user in connection with an excavation.

### **Sec. 21.13.066 Insurance**

- (a) It shall be unlawful for any person, unless exempt under this Chapter, to construct, reconstruct or repair any sidewalk, driveway, curb or curb and gutter in any street, alley, easement or right-of-way of the city without having first executed and delivered to the city a current policy of liability insurance in an amount determined by the city, and such insurance must be conditioned as follows: that the principal shall fully indemnify and hold the city harmless from any and all cost, expense or damage, whether real or asserted, on account of any injury done to any person or property in the prosecution of the work, or that may arise out of or be occasioned by the performance of such work. The city shall have no duty to perform under this article until such certificate has been delivered to the department.
- (b) The city shall be entitled, upon request and without expense before issuing a permit, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the city, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy revisions are established by law or regulation binding upon any party to the policy or the underwriter of such policy). Upon such request by the city, the right-of-way user shall exercise reasonable effort to accomplish such changes in policy coverage, and shall pay the cost thereof.
- (c) Right-of-way user shall notify the city in the event of any notice of cancellation, nonrenewal or material change in coverage and shall give such notices not less than 30 days prior to the change, or ten days notice for cancellation due to nonpayment of premiums, which notice must be accompanied by a replacement certificate of insurance.
- (d) Nothing herein contained shall be construed as limiting in any way the extent to which the right-of-way user may be held responsible for payments of damages to persons (including death) or property resulting from the right-of-way user's, or its subcontractors', performance of the work performed in the public right-of-way.
- (e) The city owned utilities shall not be required to provide the insurance specified herein.
- (f) With respect to the right-of-way user's obligation to comply with the requirements for commercial general (public) liability insurance coverage, the city right-of-way manager may, in his discretion, allow the right-of-way user to self-insure upon annual production of evidence that is satisfactory to show the user has sufficient assets and history of performance to justify the user to self-insure.

### **Sec. 21.13.067 Performance/assurance bond**

Before a permit shall be issued, the right-of-way manager may, in his discretion, may require the applicant and/or the person or entity for which the applicant is performing, to execute and deliver to the city, to be kept on file with the city, a good and sufficient bond of performance or assurance, in the sum to be determined by the city and conditioned that the person making the

application shall promptly adjust, pay and settle all legitimate claims for damages that may result by reason of carelessness or negligence in the manner of performing such work or by reason of any defects therein caused or arising from careless, negligent or imperfect construction thereof, and to hold the city, its councilmembers, officers, employees, volunteers, agents, and representatives, free and harmless from liability on all such claims for damages to the performance or assurance bond which shall cover the cost of repairs in or upon the street, sidewalk or other public place where the work is to be done that may become necessary by reason of such cut or excavation having been made. The bond shall be maintained until the work is accepted by the city.

#### **Sec. 21.13.068 Liability of contractor and sureties for maintenance and repair work**

Any defects of workmanship or material relating to work done by an excavator during the initial project or becoming known, or which should have been known, during the guarantee period (the two years) shall be known as maintenance or repair work, and both the excavator and the sureties and/or the contractor's bond shall be fully liable for any default of such contractor under this section. In the event of a failure in the restoration of an excavation, the right-of-way user shall, at its sole expense, have one opportunity to repair, in a timely manner, the section of the restoration that has failed, which repair shall be in accordance with the standards set forth in this article. In the event of any subsequent failure of that section of the restoration, the city retains the right and option to terminate the right-of-way user's guaranty, upon written notice to the right-of-way user. In such event, the right-of-way user shall reimburse the city for its direct costs associated with the repair of the failure of the restoration work.

#### **Sec. 21.13.069 When additional security required**

In the event the right-of-way manager reasonably believes the contractor's or right-of-way user's solvency is threatened, the right-of-way manager may, at any time, make written demand on a contractor and/or right-of-way user for bonds, and the contractor and/or right-of-way user shall immediately furnish such additional bond or bonds to the city.

#### **Sec. 21.13.070 Decision of right-of-way manager binding on contractor, right-of-way user and sureties**

If any question arises as to when any work was actually begun or other specific dates, the decision of the right-of-way manager shall be conclusive on the contractor, right-of-way user, and the sureties on all such bonds.

### **DIVISION 5. VARIANCES AND EXEMPTIONS**

#### **Sec. 21.13.071 Variance/exemptions**

A permittee or right-of-way user may request a variance from any of the requirements of this article by filing a written request with the right-of-way manager stating the requirement and the basis for the variance. The right-of-way manager may reject incomplete variance requests. The applicant shall bear its own expenses of the application process.

(1) Any request for a variance from any right-of-way restoration requirement shall be made in writing, in advance of any contemplated work and shall be accompanied by digitally formatted detailed plans of the substituted reconstruction and/or repair of the excavated area, if applicable.

(2) Any request for an exemption and/or variance from any penalty and/or fee, other than as provided in this article, shall be made in writing, and shall be accompanied by a written detailed request stating the reasons therefore.

(3) Any request for an exemption and/or variance from any permit, or any other requirement of this article shall be made in writing, stating in detail all reasons for the requested exemption and/or variance.

(4) The department shall grant or deny an application for a variance and/or exemption within ten days of receipt of the application for variance and/or exemption.

(5) Denial of the variance may be appealed in accordance with Section 21.13.024.

## **DIVISION 6. CERTIFIED TELECOMMUNICATION PROVIDERS**

### **Sec. 21.13.072 Certificated telecommunications providers authority required/nonexclusive use**

A CTP must provide evidence that the CTP has acquired authorization from the PUCT pursuant to state law, prior to obtaining a permit to use public right-of-way. The CTP's right to use and occupy the public right-of-way shall not be exclusive, and the city shall have the right to exercise its police powers and manage its public right-of-way, based on the Act and all other state or federal laws.

### **Sec. 21.13.073 Transfer and notice**

A CTP shall notify the right-of-way manager of any sale, transfer, merger or assignment of the ownership or control of a CTP's business within 30 days of such sale, transfer, merger or assignment. A CTP shall also maintain and provide current point-of-contact information with the right-of-way manager at all times during which the CTP uses the right-of-way.

### **Sec. 21.13.074 Exemption from fees**

CTPs are exempted from the following fees provided for in this article:

- (1) Permit application fee, including expedited application fee and permit expiration fee;
- (2) Additional permit fee;
- (3) Saturday inspection fee;

- (4) Registration fee.

**Sec. 21.13.075 Waiver bonds**

Unless determined otherwise by the right-of-way manager a CTP will be exempt from the bonding requirements of this chapter, however, in the event that the right-of-way manager determines, based upon reasonable grounds, that a bond is necessary to protect the public assets, and/or the health and safety of the public, then the right-of-way manager may require that a CTP post a reasonable bond not to exceed \$100,000.00. Factors to be considered in determining reasonable grounds may include, but are not limited to, a conviction for violation of this article, a general pattern of substandard adherence to the provisions of this article or the failure to comply with this article. If three years pass from the date that the right-of-way manager requires a bond of a CTP and it has not been necessary for the city to seek performance under the bond, then a bond will no longer be required pursuant to this section.

**Sec. 21.13.076 CTP indemnity**

A CTP shall indemnify the city as specified by V.T.C.A., Local Government Code sec. 283.057, as may be amended. A CTP shall be exempt from all indemnity requirements of this article that are inconsistent with V.T.C.A., Local Government Code sec. 283.057, as amended.

**DIVISION 7. NETWORK PROVIDERS**

**Sec. 21.13.077 Network providers authority required/nonexclusive use**

A network provider must provide evidence that the network provider has acquired all required authorization pursuant to state law, prior to obtaining a permit to use public right-of-way. The network provider's right to use and occupy the public right-of-way shall not be exclusive, and the city shall have the right to exercise its police powers and manage its public right-of-way, based on the Texas Local Gov't Code Chapter 284 and all other state or federal laws.

**Sec. 21.13.078 Transfer and notice**

A network provider shall notify the right-of-way manager of any sale, transfer, merger or assignment of the ownership or control of a network provider's business within 30 days of such sale, transfer, merger or assignment. A network provider shall also maintain and provide current point-of-contact information with the right-of-way manager at all times during which the network uses the right-of-way.

**Sec. 21.13.079 Network Provider indemnity**

A network provider shall indemnify the city as specified by Texas Local Government Code, as may be amended.

### **Sec. 21.13.080 Compliance with Design Manual**

A network provider shall comply with the city Design Manual for the Installation of Network Nodes and Node Support Poles, as amended by the right-of-way manager.

## **DIVISION 8. MISCELLANEOUS**

### **Sec. 21.13.081 Penalty provision**

Any person, firm, corporation or business entity violating this Chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of \$500.00, unless the violation relates to fire safety or public health and sanitation, including dumping and refuse, in which the fine shall not exceed the sum of \$2,000.00. Each continuing day's violation under this article shall constitute a separate offense. The penal provisions imposed under this Chapter shall not preclude the city from filing suit to enjoin the violation. The city retains all legal rights and remedies available to it pursuant to local, state and federal law."

**SECTION 2:** The Master Fee Schedule for the City of Seagoville is hereby amended by the addition of Section 21.01.039, to adopt Right-of-Way Fees, to read in its entirety as follows:

**SECTION 3.** Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

**SECTION 4.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

**SECTION 5.** Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to a fine not to exceed the sum of \$500.00, unless the violation relates to fire safety or public health and sanitation, including dumping and refuse, in which the fine shall not exceed the sum of \$2,000.00 for each offense.

**SECTION 6.** This ordinance shall take effect immediately from and after its passage and publication of the caption as required by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS** this 7TH day of August, 2017.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM

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

## ***Regular Agenda Item: 19***

**Meeting Date:** August 07, 2017

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, ADOPTING THE CITY OF SEAGOVILLE DESIGN MANUAL FOR THE INSTALLATION OF NODES AND NODE SUPPORT POLES IN THE CITY RIGHTS-OF-WAY, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CHAPTER 284; AND DESIGNATING DESIGN DISTRICTS FOR THE INSTALLATION OF NODES AND NODES SUPPORT POLES, TO BE DESIGNATED THEREIN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

### **BACKGROUND OF ISSUE:**

To comply with a new state statute which goes into effect September 1, 2017, City Attorney Alexis Allen is recommending we adopt the Right-of-Way Management Ordinance to the City Code of Ordinances. If this Ordinance is not adopted the state provisions will apply. If this Design Manual is not adopted the City will not be allowed to regulate these network providers and state provisions will apply.

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS**

Ordinance 15-2017

Exhibit "A" Wireless Nodes Design Manual

**ORDINANCE NO. 15-2017**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, ADOPTING THE CITY OF SEAGOVILLE DESIGN MANUAL FOR THE INSTALLATION OF NODES AND NODE SUPPORT POLES IN THE CITY RIGHTS-OF-WAY, PURSUANT TO TEXAS LOCAL GOVERNMENT CODE CHAPTER 284; AND DESIGNATING DESIGN DISTRICTS FOR THE INSTALLATION OF NODES AND NODES SUPPORT POLES, TO BE DESIGNATED THEREIN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 284 of the Local Government Code, effective September 1, 2017, provides a regulatory framework governing the installation of Nodes and Node Support Poles in the City’s Right-of-Way; and

**WHEREAS**, pursuant to Chapter 284, Network Providers installing wireless equipment in the City’s Right-of-Way must comply with the Design Manual adopted by the City for that purpose; and

**WHEREAS**, Chapter 284 authorizes the City to designate Design Districts and Historic Districts, wherein heightened aesthetic requirements may be applied to such equipment; and

**WHEREAS**, the City of Seagoville has determined that certain areas of the city which should be designated as design districts, for purposes of Chapter 284, in order to preserve the character and aesthetic qualities of these areas;

**WHEREAS**, the City Council, in the exercise of its legislative discretion, has concluded that the attached Design Manual should be approved;

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

**SECTION 1.** The following areas of the City of Seagoville hereby designated as Design Districts for the installation of network nodes and node support poles, pursuant to Chapter 284 of the Local Government Code:

\_\_\_\_\_  
\_\_\_\_\_

**SECTION 2.** The Seagoville Design Manual for the Installation of Network Nodes and Node Support Poles, attached hereto as Exhibit “A”, is hereby adopted. All Network Providers

seeking to install wireless equipment in the right-of-way of the City of Seagoville pursuant to Chapter 284 of the Local Government Code must comply with this Design Manual.

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

**SECTION 4.** If any section, paragraph, subdivision, clause, phrase or provision of this Ordinance shall be judged to be invalid or unconstitutional by a court of competent jurisdiction, the same shall not affect the validity of this Ordinance as a whole or any portion thereof other than the portion so decided to be invalid or unconstitutional.

**SECTION 5.** This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide.

**DULY PASSED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS,  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2017.**

**ATTEST:**

**APPROVED:**

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

\_\_\_\_\_  
**Mayor**

**APPROVED AS TO FORM:**

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

# **City of Seagoville**

# **Design Manual**

*for the*

*Installation of Network Nodes and Node Support Poles  
pursuant to Tex. Loc. Gov. Code, Chapter 284.*

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## **SECTION 1. PURPOSE AND APPLICABILITY.**

The City of Seagoville (“City”) recognizes that the State of Texas has delegated to the City the fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public to Texas municipalities.

*Purpose:* Loc. Gov. Code, Chapter 284 allows certain wireless Network Providers to install in the public rights-of-way their wireless facilities, described and defined in Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002 as “Micro Network Nodes”, “Network Nodes”, and “Node Support Poles”.

As expressly allowed by Tex. Loc. Gov. Code, Chapter 284, Section 284.108, and pursuant to its police power authority reserved in Sec. 284.301<sup>1</sup>, the City enacts these Design Guidelines in order to meet its fiduciary duty to the citizens of the City, and to give assistance and guidance to wireless telecommunications providers to assist such companies in the timely, efficient, safe and aesthetically pleasing installation of technologically competitive equipment.

*Applicability:* This Design Manual is for siting and criteria for the installation Wireless Facilities, including Micro Network Nodes, Network Nodes, Node Support Poles and related ground equipment being installed pursuant to Loc. Gov. Code, Chapter 284

This Design Manual shall apply to any sitings, installations, collocations in, on, over or under the public rights-of-way of Network nodes, Node support poles, Micro network nodes, Distributed Antenna Systems, microwave communications or other Wireless Facilities, by whatever nomenclature, whether they are installed pursuant to Chapter 284, or installed pursuant to an agreement as agreed to and consented to by the City in its discretion, or installed as may otherwise be allowed by state law.

*City Rights-of-Way Management Ordinance:* A Network Provider shall comply with the City’s Rights-of-Way Management Ordinance except where in conflict with this Design Manual or Chapter 284, Subchapter C.

## **SECTION 2. DEFINITIONS.**

The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual, unless otherwise noted in this Section 2, below.<sup>2</sup>

*Abandon* and its derivatives means the facilities installed in the right-of-way (including by way of example but not limited to: poles, wires, conduit, manholes, handholes, cuts, network nodes and node support poles, or portion thereof) that have been left by Provider in an unused or non-functioning condition for more than 120 consecutive calendar days unless, after notice to Provider, Provider has established to the reasonable satisfaction of the City that the applicable facilities, or portion thereof, is still in active use.

*Antenna* means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

*Applicable codes* means:

- (A) International building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and
- (B) local amendments to those codes to the extent not inconsistent with Chapter 284.

*City* means the City of Seagoville, Texas or its lawful successor.

*City Manager* shall mean City Manager or designee

*Chapter 284* means Tex. Loc. Gov. Code, Chapter 284.

*Collocate* and *collocation* mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

*Concealment or Camouflaged* means any Wireless Facility or Pole that is covered, blended, painted, disguised, camouflaged or otherwise concealed such that the Wireless Facility blends into the surrounding environment and is visually unobtrusive as allowed as a condition for City advance approval under Chapter 284, Sec. 284.105 in Historic or Design Districts. A Concealed or Camouflaged Wireless Facility or Pole also includes any Wireless Facility or Pole conforming to the surrounding area in which the Wireless Facility or Pole is located and may include, but is not limited to hidden beneath a façade, blended with surrounding area design, painted to match the supporting area, or disguised with artificial tree branches.

*Decorative pole* means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

*Design District* means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

*Disaster emergency or disaster or emergency* means an imminent, impending, or actual natural or humanly induced situation wherein the health, safety, or welfare of the residents of the city is threatened, and includes, but is not limited to any declaration of emergency by city state or federal governmental authorities.

*Distributed Antenna System or DAS* shall be included as a type of “Network Node.”

*Easement* means and shall include any public easement or other compatible use created by dedication, or by other means, to the city for public utility purposes or any other purpose whatsoever. "Easement" shall include a private easement used for the provision of utilities.

*Federal Communications Commission or FCC* means the Federal Administrative Agency, or lawful successor, authorized to oversee cable television and other multi-channel regulation on a national level.

*Highway right-of-way* means right-of-way adjacent to a state or federal highway.

*Historic district* means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

*Law* means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

*Local* means within the geographical boundaries of the City.

*Location* means the City approved and lawfully permitted location for the Network Node.

*Macro tower* means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Chapter 284, Section 284.103 and that supports or is capable of supporting antennas.

*Mayor* means the Mayor for the City.

*Micro network node* means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

*Municipal park* means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

*Municipally owned utility pole* means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

*MUTCD* means Manual of Uniform Traffic Control Devices.

*Network node* means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

- (i) an electric generator;
- (ii) a pole; or
- (iii) a macro tower.

*Network provider* means:

- (A) a wireless service provider; or
- (B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:
  - (i) network nodes; or
  - (ii) node support poles or any other structure that supports or is capable of supporting a network node.

*Node support pole* means a pole installed by a network provider for the primary purpose of supporting a network node.

*Permit* means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

*Pole* means a service pole, municipally owned utility pole, node support pole, or utility pole.

*Private easement* means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

*Provider* has the same meaning as “Network Provider.”

*Public right-of-way* means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

- (A) a private easement; or
- (B) the airwaves above a public right-of-way with regard to wireless telecommunications.

*Public right-of-way management ordinance* means an ordinance that complies with Chapter 284, Subchapter C.

*Service pole* means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

- (A) a pole that supports traffic control functions;
- (B) a structure for signage;
- (C) a pole that supports lighting, other than a decorative pole; and
- (D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

*Small cell* shall be included as a type of “Network Node.”

*Street* means only the paved portion of the right-of-way used for vehicular travel, being the area between the inside of the curb to the inside of the opposite curb, or the area between the two parallel edges of the paved roadway for vehicular travel where there is no curb. A “Street” is generally part of, but smaller in width than the width of the entire right-of-way, while a right-of-way may include sidewalks and utility easements, a “Street” does not. A “street” does not

include the curb or the sidewalk, if either are present at the time of a permit application or if added later.

*SWPPP* shall mean Storm Water Pollution Prevention Plan.

*TAS* means Texas Accessibility Standards.

*Traffic Signal* means any device, whether manually, electrically, or mechanically operated by which traffic is alternately directed to stop and to proceed.

*Transport facility* means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

*Underground Requirement Area* shall mean means an area where poles, overhead wires, and associated overhead or above ground structures have been removed and buried or have been approved for burial underground pursuant to municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way.

*User* means a person or organization which conducts a business over facilities occupying the whole or a part of a public street or right-of-way, depending on the context.

*Utility pole* means a pole that provides:

- (A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or
- (B) services of a telecommunications provider, as defined by Chapter 284, Section 51.002, Utilities Code.

*Wireless service* means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

*Wireless service provider* means a person that provides wireless service to the public.

*Wireless facilities* mean “Micro Network Nodes,” “Network Nodes,” and “Node Support Poles” as defined in Texas Local Government Code Chapter 284.

### **SECTION 3. PROHIBITED AND PREFERRED LOCATIONS OF MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.**

#### **A. Prohibited or Restricted Areas for Certain Wireless facilities, except with Separate City Agreement or Subject to Concealment Conditions.**

1. *Municipal Parks and Residential Areas.* In accordance with Chapter 284, Sec. 284.104 (a), a Network Provider may not install a Node Support Pole in a public right-of-way

without the City's discretionary, nondiscriminatory, and written consent if the public right-of-way is in a Municipal park or is adjacent to a street or thoroughfare that is:

(1) not more than 50 feet wide, being the area measured as the shortest distance between the inside of the curb to the inside of the opposite curb, or the area measured as the shortest distance between the two parallel edges of the paved roadway for vehicular travel where there is no curb; and

(2) adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

1.1. In accordance with Chapter 284, Sec. 284.104 (b), a Network Provider installing a Network Node or Node Support Pole in a public right-of-way described above shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities. Each permit application shall disclose if it is within a Municipal Park and Residential Areas as described above.

2. **Historic Landmarks.** A Network Provider is discouraged from installing a Network Node or Node Support Pole within 300 feet of a historic site or structure or Historic Landmark recognized by the City, state or federal government (*see, for example, and not limited to* §442.001(3) of the Texas Government Code, and 16 U.S.C. §470), as of the date of the submission of the permit. It is recommended that each permit application disclose if it is with 300 feet of such a structure.

3. **Compliance with Undergrounding Requirements.** In accordance with Chapter 284, Sec. 284.107, a Network Provider shall comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

4.1 Areas may be designated from time to time by the City as Underground Requirement Areas in accordance with filed plats, and or conversions of overhead to underground areas, as may be allowed by law.

4.2 Each permit application shall disclose if it is within an area that has undergrounding requirements.

**B. Least preferable locations.**

**Residential Areas and Parks.** A Network Provider is discouraged from installing a Network Node on an existing pole in a public right-of-way without written consent from the City Council if the public right-of-way is located in or adjacent to a street or thoroughfare that is adjacent to a municipal park or single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

In accordance with Chapter 284, Sec. 284.104 (b) a Network Provider installing a Network Node or a Node Support Pole in a public right-of-way shall comply with private deed restrictions and other private restrictions in the area that apply to those facilities.

**C. Most preferable locations**

1. *Industrial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

2. *Highway Rights-of-Way* areas if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

3. *Retail and Commercial areas* if not adjacent to a Municipal Park, Residential area, Historic District or Design District.

**D. Designated Areas.**

The City Council may designate an area as a Historic District or a Design District under Chapter 284.105 at any time. The failure to designate an area in this Chapter shall not mean that such an area is not within a defined district, if so designated by the City Council. Future areas may be designated as one of these Districts at any time. Such a designation does not require a zoning case.

**E. Exceptions**

The City by its discretionary consent and agreement may grant exception to the above prohibited locations and sizes, but only in a non-exclusive, and non-discriminatory manner, as allowed or required by Chapter 284, Sec. 284.109 and Sec. 284.110.

**F. Order of Preference regarding Network Node attachment to existing facilities and New Node Support Poles.**

1. *Existing telephone or electrical lines between existing utility poles.* Micro Network Nodes shall only be lashed on existing telephone or electrical lines between existing utility poles (electric poles or telephones poles), with notice to the pole owner as required by the Federal Pole Attachment Act, and not placed on Utility Poles, Node Support Poles or Service Poles.

2. *Existing Utility Poles* (electric poles or telephones poles), shall be the preferred support facility for Network Nodes and related ground equipment.

3. *Municipal Service Poles:*

a. *Non-decorative street lights* with a height of more than 20 feet.

b. *Traffic signal structures* when such installation will not interfere with the integrity of the facility and will not interfere with the safety of public and in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

c. *Street signage* shall be a low priority use for attachment of a Network Node.

d. *Other municipal Service pole* use is discouraged.

4. *New node support poles* shall be the least preferred type of allowed facility for attachment of Network Nodes.

4. *Ground Equipment.* Ground equipment should be minimal and the least intrusive.

#### **SECTION 4. GUIDELINES ON PLACEMENT.**

##### **A. Generally.**

In accordance with Chapter 284.102, a Network Provider shall construct and maintain Network Nodes and Node Support Poles in a manner that does not:

1. obstruct, impede, or hinder the usual travel or public safety on a public right-of-way;
2. obstruct the legal use of a public right-of-way by other utility providers;
3. violate nondiscriminatory applicable codes;
4. violate or conflict with the municipality's publicly disclosed public right-of-way management ordinance or this Design Manual.
5. violate the federal Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101 et seq.).

##### **B. General Requirements and Information:**

1. *Size Limits.* Network Providers shall provide detailed drawings, with calculations to show strict conformity to the size limitations as set forth in Chapter 284, in accordance with, but not limited to Chapter 284, Sec. 284.002, size of a Micro Network Node, Sec. 284.003, Size of Network Nodes, and Sec. 284.103, Max. pole height, with each application and with each request for a permit for each location.<sup>3</sup>

2. *State and Federal Rights-of-way permit.* If the project lies within a Highway Right-of-Way, the applicant must provide evidence of a permit from the State or Federal Government.

3. *Confirmation of non-interference with City Safety Communication Networks.*

a. The Network Provider needs to provide analysis that the proposed network node shall not cause any interference with City public safety radio system, traffic signal light system, or other city safety communications components in accordance with Chapter 284, Sec. 284.304.

b. It shall be the responsibility of the Network Provider to evaluate, prior to making application for permit, the compatibility between the existing City infrastructure and Provider's proposed Network Node. A Network Node shall not be installed in a location that causes any interference. Network Nodes shall not be allowed on City's public safety radio infrastructure.

4. *Improperly Located Network Node facilities, Node Support Poles and related ground equipment:*

a. Improperly Located Network Node facilities, Node Support Poles and related ground equipment shall not impede pedestrian or vehicular traffic in the Right-of-Way. If any Network Node facilities, Node Support Poles or ground equipment is installed in a location that is not in accordance with the plans approved by the City Manager and impedes pedestrian or vehicular traffic or does not comply or otherwise renders the Right-of-Way non-compliant with applicable Laws, including the American Disabilities Act, then Network Provider shall promptly remove the Network Node facilities, Node Support Poles or ground equipment.

b. Notice to Remove unauthorized facilities and relocate and penalty: After 30 days' notice to remove of Network Node facilities, Node Support Poles or ground equipment that is located in the incorrect permitted location, if not relocated the Network Provider shall be subject to a penalty of \$500.00 per day penalty until the Network Node facilities, Node Support Poles or ground equipment is relocated to the correct area within the permitted Location, regardless of whether or not the Network Provider's contractor, subcontractor, or vendor installed the Network Node facilities, Node Support Poles or ground equipment in strict conformity with the City Rights-of-way management ord., and other applicable ordinances concerning improperly located facilities in the rights-of-way.

### **C. Underground Requirement Areas.**

1. In accordance with Chapter 284.107, a Network Provider shall, in relation to installation for which the City approved a permit application, comply with nondiscriminatory undergrounding requirements, including municipal ordinances, zoning regulations, state law, private deed restrictions, and other public or private restrictions, that prohibit installing aboveground structures in a public right-of-way without first obtaining zoning or land use approval.

2. If a location is designated by the City to transits to be an Underground Requirement Area, then a Network Provider's permit for the location of the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location will be revoked 90 days after the designation, with removal of said the Micro Network Node, Network Node, Node Support Pole, and related ground equipment at such location within 90 days of such designation, or as otherwise reasonably allowed by the City for the transition of other overhead facilities.

### **D. Network Node facilities placement:**

1. *Right-of-Way:* Network Node facilities, Node Support Poles and related ground equipment shall be placed, as much as possible, within ten feet of the outer edge of the Right-of-Way line to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way.

2. *Height above ground.* Network Node attachments to a pole shall be installed at least eight (8) feet above the ground in accordance with Chapter 284, Sec. 284.108, and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

3. *Protrusions.* In accordance with Chapter 284, Sec. 284.003 (a) (1) (C), Sec. 284.003 (a) (2) (C) and Sec. 284.003 (a) (3) (B) no protrusion from the outer circumference of the existing structure or pole shall be more than two (2) feet.

4. *Limit on number of Network Nodes per Site.* There shall be no more than one Network Node on any one Pole.

#### **E. New Node Support Poles.**

1. *New Node Support Poles Spacing.* New node support poles shall be spaced apart from existing utility poles or Node Support poles at the same as the spacing between utility poles in the immediate proximity, but no less than at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

2. *Height of Node Support Poles or modified Utility Pole.* In accordance with Chapter 284, Sec. 284.103 a Node support pole or modified Utility Pole may not exceed the lesser of:

- (1) 10 feet in height above the tallest existing utility pole located within 500 linear feet of the new pole in the same public right-of-way; or
- (2) 55 feet above ground level.

#### **F. Ground Equipment.**

1. *Ground Equipment near street corners and intersections:* Ground equipment should be minimal and the least intrusive. In accordance with Chapter 284.102 (1), to minimize any obstruction, impediment, or hindrance to the usual travel or public safety on a public right-of-way the maximum line of sight required to add to safe travel of vehicular and pedestrian traffic and in order to maximize that line of sight at street corners and intersections and to minimize hazards at those locations, ground equipment may not be installed within 250 feet of a street corner or a street intersection.

2. *Ground Equipment near Municipal Parks.* For the safety of Municipal park patrons, particularly small children, and to allow full line of sights near Municipal park property, the Network Provider shall not install Ground Equipment in a Right-of-Way that is within a Park or within 250 feet of the boundary line of a Park, unless approved by the City Manager and Parks Director in writing.

3. *Minimize Ground equipment density:*

In accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 12 sq. ft. or more.

#### **G. Municipal Service Poles:**

1. *In accordance with Agreement:* Installations on all Service Poles shall be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b).

2. *Required industry standard pole load analysis:* Installations on all Service Poles shall have an industry standard pole load analysis completed and submitted to the municipality with each permit application indicating that the Service Pole to which the Network Node is to be attached will safely support the load, in accordance with Chapter 284.108.

3. *Height of attachments:* All attachments on all Service Poles shall be at least 8 feet above grade, in accordance with Chapter 284, Sec. 285.108 (a) (1) - (2) and if a Network Node attachment is projecting toward the street, for the safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above the ground.

4. *Installations on Traffic Signals:* Installations on all Traffic signal structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public and must be in accordance with an agreement as allowed by Chapter 284, Sec. 285.056 and Sec. 284.101 (a) (3), and (b). Installation of Network Node facilities on any traffic signal structures shall:

- i. Be encased in a separate conduit than the traffic light electronics;
- ii. Have a separate electric power connection than the traffic signal structure; and
- iii. Have a separate access point than the traffic signal structure; and
- iv. Have a licensed engineer evaluate the live and dead loads on the traffic signal.

5. *Installations on Street signage:* Installations on all street signage structures must not interfere with the integrity of the facility in any way that may compromise the safety of the public. Installation of Network Node facilities on any street signage structures that has electric shall:

- i. Be encased in a separate conduit than any City signage electronics;
- ii. Have a separate electric power connection than the signage structure; and
- iii. Have a separate access point than the signage structure.

## **SECTION 5. GENERAL AESTHETIC REQUIREMENTS**

### **A. Concealment.**

1. Concealment of Network Nodes and Node support poles shall be required by the City in Design Districts with Decorative Poles and in Historic Districts pursuant to Chapter 284.105.

2. It is also the City's preference that all new node support poles be camouflaged, except those located in an area zoned or predominantly industrial area. Companies shall submit their proposal for camouflage with the permit application.

3. The Network Node facilities shall be concealed or enclosed as much as reasonably possible in an equipment box, cabinet, or other unit that may include ventilation openings.

External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

The Network Node facilities shall be concealed or enclosed as much as possible in an equipment box, cabinet, or other unit that may include ventilation openings. External cables and wires hanging off a pole shall be sheathed or enclosed in a conduit, so that wires are protected and not visible or visually minimized to the extent possible, except to the extent not consistent with Chapter 284.

**B. New Node Support Pole Spacing.**

New node support poles shall be at a minimum 300 feet from a utility pole or another Node Support Pole to minimize the hazard of poles adjacent to road ways and to minimize effect on property values and aesthetics on the area.

**C. Minimize Ground Equipment Concentration.**

In order to minimize negative visual impact to the surrounding area, and in accordance with Chapter 284, Sec. 284.102 (1) to enhance the safety requirements of line of sight of pedestrians, particularly small children, the City's designee may deny a request for a proposed Location if the Network Provider installs Network Node ground equipment where existing ground equipment within 300 feet already occupies a footprint of 12 sq. ft. or more to minimize effect on property values and aesthetics on the area.

**D. Allowed Colors.**

Colors in Historic Districts and Design Districts must be approved by the City Manager from a palette of approved colors. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the facilities are located upon and all efforts shall be made for the colors to be inconspicuous. Colors in areas other than in Historic Districts and Design Districts shall conform to colors of other installations of telecommunication providers in the immediately adjacent areas.

**SECTION 6. ELECTRICAL SUPPLY**

**A.** Network Provider shall be responsible for obtaining any required electrical power service to the Micro Network Node, Network Node facilities, Node Support Poles and ground equipment. The City shall not be liable to the Network Provider for any stoppages or shortages of electrical power furnished to the Micro Network Node, Network Node facilities, Node Support Poles or ground equipment, including without limitation, stoppages or shortages caused by any act, omission, or requirement of the public utility serving the structure or the act or omission of any other tenant or Network Provider of the structure, or for any other cause beyond the control of the City.

**B.** Network Provider shall not allow or install generators or back-up generators in the Right-of-Way in accordance with Chapter 284, Sec. 284.002 (12) (B) (1).

**SECTION 7. INSURANCE, INDEMNITY, BONDING AND SECURITY DEPOSITS.**

1. Insurance, bonding and security deposits shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. Indemnity shall be in accordance with Chapter 284, Sec. 284.302, as provided for in Chapter 283, Sec. 283.057 (a) and (b) of the Texas Loc. Gov't Code.

**SECTION 8. REQUIREMENTS IN REGARD TO REMOVAL, REPLACEMENT, REPLACEMENT, MAINTENANCE AND REPAIR**

**A. REMOVAL OR RELOCATION BY NETWORK PROVIDER.**

1. Removal and relocation by the Network provider of its Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, shall be in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. If the Network Provider removes or relocates a Micro Network Node, Network Node facilities, Node Support Pole or related ground equipment at its own discretion, it shall notify the City Manager in writing not less than 10 business days prior to removal or relocation. Network Provider shall obtain all Permits required for relocation or removal of its Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment prior to relocation or removal.

3. The City shall not issue any refunds for any amounts paid by Network Provider for Micro Network Node, Network Node facilities, Node Support Poles or related ground equipment that have been removed.

**B. REMOVAL OR RELOCATION REQUIRED FOR CITY PROJECT.**

1. In accordance with Chapter 284, Sec. 284.107, except as provided in existing state and federal law, a Network Provider shall relocate or adjust Micro Network Node, Network Node, Node Support Pole and related ground equipment in a public right-of-way in a timely manner and without cost to the municipality managing the public right-of-way.

2. Network Provider understands and acknowledges that the City may require Network Provider to remove or relocate its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or any portion thereof from the Right-of-Way for City construction projects as allowed by state and federal law, including the common-law.

3. Network Provider shall, at the City Manager's direction, remove or relocate the same at Network Provider's sole cost and expense, except as otherwise provided in existing state and federal law, whenever the City Manager reasonably determines that the relocation or removal is needed for any of the following purposes: Required for the construction, completion, repair, widening, relocation, or maintenance of, or use in connection with, any City construction or maintenance project of a street or public rights-of-way to enhance the traveling public's use for travel and transportation.

4. If Network Provider fails to remove or relocate the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof as requested by the City Manager within 90 days of Network Provider's receipt of the request, then the City shall be

entitled to remove the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof at Network Provider's sole cost and expense, without further notice to Network Provider.

5. Network Provider shall, within 30 days following issuance of invoice for the same, reimburse the City for its reasonable expenses incurred in the removal (including, without limitation, overhead and storage expenses) of the Micro Network Node, Network Node, Node Support Pole or related ground equipment, or portion thereof.

### **C. REMOVAL REQUIRED BY CITY FOR SAFETY AND IMMINENT DANGER REASONS.**

1. Network Provider shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment within the time frame and in the manner required by the City Manager if the City Manager reasonably determines that the disconnection, removal, or relocation of any part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment (a) is necessary to protect the public health, safety, welfare, or City property, (b) the Micro Network Node, Network Node, Node Support Pole and related ground equipment, or portion thereof, is adversely affecting proper operation of streetlights or City property, or (c) Network Provider fails to obtain all applicable licenses, Permits, and certifications required by Law for its Micro Network Node, Network Node, Node Support Pole and related ground equipment, or use of any Location under applicable law in strict accordance with the City's rights-of-way management ordinance, and other applicable ordinances, except to the extent not consistent with Chapter 284.

2. If the City Manager reasonably determines that there is imminent danger to the public, then the City may immediately disconnect, remove, or relocate the applicable Micro Network Node, Network Node, Node Support Pole and related ground equipment at the Network Provider's sole cost and expense, except to the extent not consistent with Chapter 284.

3. The City Manager shall provide 90 days written notice to the Network Provider before removing a Micro Network Node, Network Node, Node Support Pole and related ground equipment under this Section, unless there is imminent danger to the public health, safety, and welfare.

4. Network Provider shall reimburse City for the City's actual cost of removal of Micro Network Node, Network Node, Node Support Pole and related ground equipment within 30 days of receiving the invoice from the City.

## **SECTION 9. INSTALLATION AND INSPECTIONS**

### **A. INSTALLATION.**

Network Provider shall, at its own cost and expense, install the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment in a good and workmanlike manner and in accordance with the requirements promulgated by the City Manager, as such may be amended from time to time. Network Provider's work shall be subject to the regulation, control and direction of the City Manager. All work done in connection with the installation, operation, maintenance, repair, modification, and/or replacement of the Micro Network Node, Network Node facilities, Node Support Poles and related ground equipment shall be in compliance with all applicable laws, ordinances, codes, rules and regulations of the City, applicable county, the state, and the United States ("Laws").

## **B. INSPECTIONS.**

The City Manager, or designee, may perform visual inspections of any Micro Network Node, Network Node, Node Support Pole or related ground equipment located in the Right-of-Way as the City Manager deems appropriate without notice. If the inspection requires physical contact with the Micro Network Node, Network Node, Node Support Poles or related ground equipment, the City Manager shall provide written notice to the Network Provider within five business days of the planned inspection. Network Provider may have a representative present during such inspection.

### **SECTION 10. REQUIREMENTS UPON ABANDONMENT OF OBSOLETE MICRO NETWORK NODE, NETWORK NODE, NODE SUPPORT POLE AND RELATED GROUND EQUIPMENT.**

Network Provider shall remove Micro Network Node, Network Node, Node Support Pole and related ground equipment when such facilities are Abandoned regardless of whether or not it receives notice from the City. Unless the City sends notice that removal must be completed immediately to ensure public health, safety, and welfare, the removal must be completed within the earlier of 90 days of the Micro Network Node, Network Node, Node Support Pole and related ground equipment being Abandoned or within 90 days of receipt of written notice from the City. When Network Provider removes, or Abandons permanent structures in the Right-of-Way, the Network Provider shall notify the City Manager and City Manager in writing of such removal or Abandonment and shall file with the City Manager and City Manager the location and description of each Micro Network Node, Network Node, Node Support Pole and related ground equipment removed or Abandoned. The City Manager may require the Network Provider to complete additional remedial measures necessary for public safety and the integrity of the Right-of-Way.

### **SECTION 11. GENERAL PROVISIONS.**

**1. AS BUILT MAPS AND RECORDS.** Network Provider shall maintain accurate maps and other appropriate records of its Network Node facilities, Node Support Poles and related ground equipment as they are actually constructed in the Rights-of-Way, including, upon request, the use of Auto CAD/GIS digital format. Network Provider will provide additional maps to the City upon request.

**2. COURTESY AND PROPER PERFORMANCE.** Network Provider shall make citizen satisfaction a priority in using the Right-of-Way. Network Provider shall train its employees to be customer service-oriented and to positively and politely interact with citizens when dealing with issues pertaining to its Micro Network Node, Network Node, Node Support Pole and related ground equipment in the Right-of-Way. Network Provider's employees shall be clean, courteous, efficient, and neat in appearance and committed to offering the highest quality of interaction with the public. If, in the opinion of the City Manager or designee, Network Provider is not interacting in a positive and polite manner with citizens, he or she shall request Network Provider to take all remedial steps to conform to these standards.

**3. DRUG POLICY.** It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by Network Provider's employees, contractors, subcontractors, sub-Network Provider's, or vendors while on City rights-of-way is prohibited.

**4. ALLOCATION OF FUNDS FOR REMOVAL AND STORAGE.** The City has appropriated \$0 to pay for the cost of any removal or storage of Micro Network Node, Network Node, Node Support Pole and related ground equipment, as authorized under this Article, and no other funds are allocated.

**5. OWNERSHIP.** No part of a Micro Network Node, Network Node, Node Support Pole and related ground equipment erected or placed on the Right-of-Way by Network Provider will become, or be considered by the City as being affixed to or a part of, the Right-of-Way. All portions of the Micro Network Node, Network Node, Node Support Pole and related ground equipment constructed, modified, erected, or placed by Network Provider on the Right-of-Way will be and remain the property of Network Provider and may be removed by Network Provider at any time, provided the Network Provider shall notify the City Manager prior to any work in the Right-of-Way.

**6. TREE MAINTENANCE.** Network Provider, its contractors, and agents shall obtain written permission from the City Manager before trimming trees hanging over its Micro Network Node, Network Node, or Node Support Pole, to prevent branches of such trees from contacting attached Micro Network Node, Network Node, or Node Support Pole. When directed by the City Manager, Network Provider shall trim under the supervision and direction of the Parks Director. The City shall not be liable for any damages, injuries, or claims arising from Network Provider's actions under this section.

**7. SIGNAGE.** Network Provider shall post its name, location identifying information, and emergency telephone number in an area on the cabinet of the Network Node facility that is visible to the public. Signage required under this section shall not exceed 4" x 6", unless otherwise required by law (e.g. RF ground notification signs) or the City Manager.

Except as required by Laws or by the Utility Pole owner, Network Provider shall not post any other signage or advertising on the Micro Network Node, Network Node, Node Support Pole, Service pole or Utility Pole.

**8. GRAFFITI ABATEMENT.** As soon as practical, but not later than fourteen (14) calendar days from the date Network Provider receives notice thereof, Network Provider shall remove all graffiti on any of its Micro Network Node, Network Node, Node Support Pole, and related ground equipment located in the Right of Way. The foregoing shall not relieve the Network Provider from complying with any City graffiti or visual blight ordinance or regulation.

**9. RESTORATION.** Network Provider shall repair any damage to the Right-of-Way, or any facilities located within the Right-of-Way, and the property of any third party resulting from Network Provider's removal or relocation activities (or any other of Network Provider's activities hereunder) within 10 calendar days following the date of such removal or relocation, at Network Provider's sole cost and expense, including restoration of the Right-of-Way and such property to substantially the same condition as it was immediately before the date Network Provider was granted a Permit for the applicable Location or did the work at such Location (even if Network Provider did not first obtain a Permit), including restoration or replacement of any damaged trees, shrubs or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the City Manager.

**10. NETWORK PROVIDER'S RESPONSIBILITY.** Network Provider shall be responsible and liable for the acts and omissions of Network Provider's employees, temporary

employees, officers, directors, consultants, agents, Affiliates, subsidiaries, sub-Network Provider's and subcontractors in connection with the installations of any Micro Network Node, Network Node, Node Support Pole and related ground equipment, as if such acts or omissions were Network Provider's acts or omissions.

## **SECTION 12-19 RESERVED**

### **SECTION 20. DESIGN MANUAL - UPDATES**

Placement or Modification of Micro Network Node, Network Node, Node Support Pole and related ground equipment shall comply with the City's Design Manual at the time the Permit for installation or Modification is approved and as amended from time to time.

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<sup>1</sup> Sec. 284.301. LOCAL POLICE-POWER-BASED REGULATIONS. (a) Subject to this chapter and applicable federal and state law, a municipality may continue to exercise zoning, land use, planning, and permitting authority in the municipality's boundaries, including with respect to utility poles.

(b) A municipality may exercise that authority to impose police-power-based regulations for the management of the public right-of-way that apply to all persons subject to the municipality.

(c) A municipality may impose police-power-based regulations in the management of the activities of network providers in the public right-of-way only to the extent that the regulations are reasonably necessary to protect the health, safety, and welfare of the public.

<sup>2</sup> The definitions as used in Tx. Loc. Gov. Code, Chapter 284, Sec. 284.002 shall be used in this Design Manual.

Tex. Loc. Gov. Code, Chapter 284, Sec. 284.002. DEFINITIONS. In this chapter:

(1) "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

(2) "Applicable codes" means:

(A) uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization; and

(B) local amendments to those codes to the extent not inconsistent with this chapter.

(3) "Collocate" and "collocation" mean the installation, mounting, maintenance, modification, operation, or replacement of network nodes in a public right-of-way on or adjacent to a pole.

(4) "Decorative pole" means a streetlight pole specially designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specially designed informational or directional signage or temporary holiday or special event attachments, have been placed or are permitted to be placed according to nondiscriminatory municipal codes.

(5) "Design district" means an area that is zoned, or otherwise designated by municipal code, and for which the city maintains and enforces unique design and aesthetic standards on a uniform and nondiscriminatory basis.

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(6) "Historic district" means an area that is zoned or otherwise designated as a historic district under municipal, state, or federal law.

(7) "Law" means common law or a federal, state, or local law, statute, code, rule, regulation, order, or ordinance.

(8) "Macro tower" means a guyed or self-supported pole or monopole greater than the height parameters prescribed by Section 284.103 and that supports or is capable of supporting antennas.

(9) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

(10) "Municipally owned utility pole" means a utility pole owned or operated by a municipally owned utility, as defined by Section 11.003, Utilities Code, and located in a public right-of-way.

(11) "Municipal park" means an area that is zoned or otherwise designated by municipal code as a public park for the purpose of recreational activity.

(12) "Network node" means equipment at a fixed location that enables wireless communications between user equipment and a communications network. The term:

(A) includes:

- (i) equipment associated with wireless communications;
- (ii) a radio transceiver, an antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and
- (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular collocation; and

(B) does not include:

- (i) an electric generator;
- (ii) a pole; or
- (iii) a macro tower.

(13) "Network provider" means:

(A) a wireless service provider; or

(B) a person that does not provide wireless services and that is not an electric utility but builds or installs on behalf of a wireless service provider:

- (i) network nodes; or
- (ii) node support poles or any other structure that supports or is capable of supporting a network node.

(14) "Node support pole" means a pole installed by a network provider for the primary purpose of supporting a network node.

(15) "Permit" means a written authorization for the use of the public right-of-way or collocation on a service pole required from a municipality before a network provider may perform an action or initiate, continue, or complete a project over which the municipality has police power authority.

(16) "Pole" means a service pole, municipally owned utility pole, node support pole, or utility pole.

(17) "Private easement" means an easement or other real property right that is only for the benefit of the grantor and grantee and their successors and assigns.

(18) "Public right-of-way" means the area on, below, or above a public roadway,

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highway, street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest. The term does not include:

(A) a private easement; or

(B) the airwaves above a public right-of-way with regard to wireless telecommunications.

(19) "Public right-of-way management ordinance" means an ordinance that complies with Subchapter C.

(20) "Public right-of-way rate" means an annual rental charge paid by a network provider to a municipality related to the construction, maintenance, or operation of network nodes within a public right-of-way in the municipality.

(21) "Service pole" means a pole, other than a municipally owned utility pole, owned or operated by a municipality and located in a public right-of-way, including:

(A) a pole that supports traffic control functions;

(B) a structure for signage;

(C) a pole that supports lighting, other than a decorative pole; and

(D) a pole or similar structure owned or operated by a municipality and supporting only network nodes.

(22) "Transport facility" means each transmission path physically within a public right-of-way, extending with a physical line from a network node directly to the network, for the purpose of providing backhaul for network nodes.

(23) "Utility pole" means a pole that provides:

(A) electric distribution with a voltage rating of not more than 34.5 kilovolts; or

(B) services of a telecommunications provider, as defined by Section 51.002, Utilities Code.

(24) "Wireless service" means any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or mobile, provided to the public using a network node.

(25) "Wireless service provider" means a person that provides wireless service to the public.

<sup>3</sup> Sec. 284.002. DEFINITIONS (8) "Micro network node" means a network node that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height, and that has an exterior antenna, if any, not longer than 11 inches.

Sec. 284.003. LIMITATION ON SIZE OF NETWORK NODES. (a) Except as provided by Section 284.109, a network node to which this chapter applies must conform to the following conditions:

(1) each antenna that does not have exposed elements and is attached to an existing structure or pole:

(A) must be located inside an enclosure of not more than six cubic feet in volume;

(B) may not exceed a height of three feet above the existing structure or pole; and

(C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;

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- (2) if an antenna has exposed elements and is attached to an existing structure or pole, the antenna and all of the antenna's exposed elements:
    - (A) must fit within an imaginary enclosure of not more than six cubic feet;
    - (B) may not exceed a height of three feet above the existing structure or pole; and
    - (C) may not protrude from the outer circumference of the existing structure or pole by more than two feet;
  - (3) the cumulative size of other wireless equipment associated with the network node attached to an existing structure or pole may not:
    - (A) be more than 28 cubic feet in volume; or
    - (B) protrude from the outer circumference of the existing structure or a node support pole by more than two feet;
  - (4) ground-based enclosures, separate from the pole, may not be higher than three feet six inches from grade, wider than three feet six inches, or deeper than three feet six inches; and
  - (5) pole-mounted enclosures may not be taller than five feet.
- (b) The following types of associated ancillary equipment are not included in the calculation of equipment volume under Subsection (a):
- (1) electric meters;
  - (2) concealment elements;
  - (3) telecommunications demarcation boxes;
  - (4) grounding equipment;
  - (5) power transfer switches;
  - (6) cut-off switches; and
  - (7) vertical cable runs for the connection of power and other services.
- (c) Equipment attached to node support poles may not protrude from the outer edge of the node support pole by more than two feet.
- (d) Equipment attached to a utility pole must be installed in accordance with the National Electrical Safety Code, subject to applicable codes, and the utility pole owner's construction standards.

## ***Regular Agenda Item: 20***

**Meeting Date:** August 07, 2017

### **BACKGROUND OF ISSUE:**

This Master Interlocal Agreement (“Agreement”) is entered into by the authority of Chapter 791 of the Texas Government Code and Chapter 251 of the Texas Transportation Code to provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services.

On occasion the County and City desire to enter into an Interlocal Agreement for the purpose of the City authorizing and retaining the County, through its Road & Bridge forces, to maintain various “Type E” Roadways; jointly coordinate, facilitate and/or fund maintenance activity on certain duly qualified “Type B” Roadways; and to perform minor transportation related maintenance services, including but not limited to pothole repair, cleaning and clearing of drainage culverts, roadway debris removal, and the like, which services do not fall squarely within the purview of “Type E” or “Type B” Roadway Projects.

The Master Interlocal Agreement will not expire until December 30, 2022.

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS**

Resolution 42-R-2017

Master Interlocal Agreement

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

**RESOLUTION NO. 42-R-2017**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A MASTER INTERLOCAL AGREEMENT BETWEEN THE CITY OF SEAGOVILLE AND DALLAS COUNTY PERTAINING TO TRANSPORTATION-RELATED MAINTENANCE; AUTHORIZING THE CITY MANAGER TO SIGN; 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 of the City of Seagoville has determined, after due consideration, that it is in the best interests of the City to execute the Master Interlocal Agreement (“Agreement”) with the County of Dallas for the roadway maintenance and reconstruction projects; and

**WHEREAS**, the City Council of Seagoville finds that the Master Interlocal Agreement with Dallas County, attached hereto, shall be approved.

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

**SECTION 1.** That the City Council hereby approves and accepts the terms and conditions of the Master Interlocal Agreement with the County of Dallas, attached hereto and incorporated herein as Exhibit “A”.

**SECTION 2.** The City Manager is hereby authorized, on behalf of the City of Seagoville, Texas to sign the Master Interlocal Agreement, a copy of which is attached hereto and incorporated herein as Exhibit “A”.

**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 17<sup>th</sup> day July, 2017.

APPROVED:

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MAYOR: DENNIS K CHILDRESS

ATTEST:

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CITY SECRETARY: KANDI JACKSON

APPROVED AS TO FORM:

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CITY ATTORNEY: ALEXIS ALLEN



**DALLAS COUNTY  
PUBLIC WORKS**

July 18, 2017

Ladis Barr  
Community Development Director  
City of Seagoville  
702 North Highway 175  
Seagoville, Texas 75159

Re: Dallas County Master Interlocal Agreement Governing Co-Sponsored and/or  
Co-Funded Road & Bridge Maintenance Projects

Dear Mr. Barr:

Dallas County is very proud of the successful Road and Bridge Master Interlocal Agreements (R&B ILA) partnership with the communities in the County, especially Seagoville. **The current agreement is set to expire soon on December 31, 2017.** We are updating the R&B ILAs prior to that deadline so we can continue to partner on projects co-sponsored and/or funded with our municipal partners without interruption. To this end, we have drafted a Master Interlocal Agreement which sets out our respective responsibilities, obligations, expectations, and duration when undertaking qualified road maintenance activities. **This agreement will provide for continued partnership on these types of projects until December 30, 2022.**

Having an updated master interlocal agreement in place is critical to timely action when joint maintenance road projects are needed. Please review the attached proposed agreement as soon as possible. If it meets with your approval, please present it to your local governing body (i.e. City Council) for its consideration and adoption. Then return the adopted agreement to my attention for presentation to the Dallas County Commissioners Court. We are trying to get the locally approved documents back in time to finalize before the December 31, 2017 deadline.

We appreciate your timely consideration of this matter. Should you have questions, comments or concerns, please contact Jack Tidwell, Procurement and Outreach Manager at 214-653-7172 or via email at [jack.tidwell@dallascounty.org](mailto:jack.tidwell@dallascounty.org).

Sincerely,

Alberta L. Blair, P.E.  
Director of Public Works

Attachment (Master Road & Bridge Interlocal Agreement)

cc: Dennis Childress, Mayor  
Pat Stallings, City Manager  
Antoinette Bacchus, P.E., Assistant Director of Public Works  
John Wiley Price, Commissioner, Road and Bridge District 3  
Roger Miller, Road and Bridge Superintendent, District 3  
Sherri Turner, Assistant District Attorney

**MASTER INTERLOCAL AGREEMENT  
BETWEEN DALLAS COUNTY AND THE CITY/TOWN OF SEAGOVILLE  
PERTAINING TO TRANSPORTATION-RELATED MAINTENANCE ON OR ABOUT  
CERTAIN DESIGNATED ROADWAYS SITUATED WITHIN THE TERRITORIAL  
LIMITS OF THE CITY/TOWN OF SEAGOVILLE**

This Master Interlocal Agreement (“Master Agreement”) is made by and between Dallas County, Texas (hereinafter “County”) and the City/Town of Seagoville, Texas (hereinafter “City/Town” refers to the applicable City or Town, which is a party to this Master Agreement) acting by and through their duly authorized representatives and officials, for the purpose of Transportation Improvements on roads inside Dallas County.

**WHEREAS**, pursuant to Court Order \_\_\_\_\_, dated \_\_\_\_\_, County Commissioners Court approved participation in Transportation Projects within the City/Town of Seagoville; and

**WHEREAS**, Chapter 791 of the Texas Government Code and Chapters 251 and 472 of the Texas Transportation Code provide authorization for local governments to contract amongst themselves for the performance of governmental functions and services;

**WHEREAS**, the County and the City/Town desire to enter into an Interlocal Agreement (hereinafter “Master Agreement”) for the purpose of jointly coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type B” Roadways, also situated wholly within the territorial limits of the City/Town; and

**WHEREAS**, the County and the City/Town desire to enter into a Master Agreement for the purpose of jointly coordinating, facilitating and/or funding improvements and/or maintenance activity on certain duly qualified “Type “C” Roadways, also situated wholly within the territorial limits of the City/Town; and

**WHEREAS**, the County and the City/Town desire to enter into a Master Agreement for the purpose of the City/Town retaining and authorizing County, through its Road & Bridge forces, to maintain and/or improve various “Type E” Roadways, situated wholly within the territorial limits of the City/Town; and

**WHEREAS**, the County and the City/Town desire to enter into a Master Agreement for the purpose of the City/Town authorizing and retaining County, through its Road & Bridge forces, to perform minor transportation-related improvements and/or maintenance services, including but not limited to pothole repair, cleaning and clearing of drainage culverts, roadway debris removal, and the like, which services do not fall squarely within the purview of “Type B” or “Type “E” Roadway Projects, such projects to be performed on or about public roadways and alleyways situated wholly within the territorial limits of the City/Town; and

**WHEREAS**, this collaboration between the County and the City/Town is consistent with Strategy 4.2 of Dallas County's Administrative Plan in that it fosters partnership between the County and local cities therein on local transportation projects;

**NOW THEREFORE, THIS AGREEMENT** is hereby made and entered into between the County and the City/Town for the mutual consideration stated herein:

## **I. DEFINITIONS**

**The following definitions are incorporated by reference into this agreement for all purposes.**

1. Type B: Improvements and maintenance of thoroughfares and bridges of major cross-county importance which are either existing or proposed. The Regional Thoroughfare Plan for North Central Texas Council of Governments will be used as a guide to determine which thoroughfares are of major cross-county importance.
2. Type C: Improvements and maintenance of thoroughfares which are affected by state highway programs, planning and policies, including right-of-way, curb and gutter, and storm sewer projects that participate with state department of highways and public transportation as designated by the state as being part of the state highway system.
3. Type E: Improvements and maintenance of streets, alleys, roads, bridges and drainage facilities for a local governmental entity as defined under Chapter 791 of the Texas Government Code.

## **II. PURPOSE**

City/Town has requested in the past, and will likely request in the foreseeable future (1) that the County participate in the funding of, certain roadway improvements and/or maintenance projects ("projects") on the City/Town's street system, which projects shall be duly qualified "Type B" Roadway Projects; (2) that County participate in the funding of, certain roadway improvements and/or maintenance projects ("projects") on the City/Town's street system, which projects shall be duly qualified "Type C" Roadway Projects; (3) that the County provide certain roadway improvements and/or maintenance services ("projects") on the City/Town's street system, which projects shall be duly qualified "Type E" Roadway Projects; or (4) that the County, through its Road & Bridge forces, perform certain minor transportation-related improvements and/or maintenance services on or about the City/Town's streets and alleyways, which do not fall squarely within the collaborations contemplated by either of the aforementioned. The terms and conditions set forth herein provide the cooperative framework for the County and the City/Town to jointly undertake one or more of these transportation-related maintenance projects upon public roadways situated wholly within the incorporated and territorial jurisdiction of the City/Town.

Each roadway maintenance project commenced hereunder shall be fully and specifically set forth and described in a separate Project Specific Agreement (“PSA”), and shall be approved by specific order of the Dallas County Commissioners Court, as well as the governing body of the City/Town.

Projects undertaken pursuant to this Agreement are for the benefit of the City/Town and the County, and not the purposeful benefit of any third parties. It is the express intention of the City/Town and the County that any person or entity, other than the City/Town or the County, receiving services or benefits hereunder shall be deemed incidental beneficiaries only.

Nothing herein shall be construed so as to prevent the County and the City/Town from collaborating and working jointly, without prior and formal approval of their respective governing bodies, in cases of national, state or local emergencies or natural disasters.

### **III. CITY/TOWN’S CONTRIBUTION**

For duly qualified “Type B” and “Type C” Roadway Projects contemplated hereunder, the City/Town shall be responsible for the total funding and payment for the roadway maintenance services, less any amounts contributed by the County, which contributions, if any, may not exceed fifty percent (50%) of the total project costs, and may be made through commitment of financial resources or in-kind services, i.e. use of County’s labor, equipment and/or materials.

For all other projects contemplated hereunder, the City/Town shall be responsible for one hundred percent (100%) of the funding for services provided in whole or in part through the use of County Road & Bridge personnel, equipment and/or materials.

All expenditures herein undertaken by the City/Town or the County for the performance of these government functions shall be made from current revenues available to them.

### **IV. CITY/TOWN’S OBLIGATIONS**

Prior to the commencement of any project hereunder, the City/Town shall clearly detail the location, scope and nature of the services it desires performed. Should the City/Town desire that the County, through deployment of its Road & Bridge workforces, perform such services, the County shall prepare a written and detailed proposal for the City/Town’s consideration and approval, indicating all work to be performed by the County, and at what costs and expense to the City/Town. Before any such work commences, the City/Town and the County must have a clear and mutual understanding of the scope of services to be provided by the County and the costs associated with each such project. Said mutual understanding shall be evidenced by written documentation, i.e. project specific agreements, which shall only be binding once approved by the County and the governing body of the City/Town.

For all projects wherein the County is obligated to provide improvements and/or maintenance services, immediately upon the County’s commencement of work duly authorized by them, the

City/Town shall set aside, segregate and escrow for the County's benefit, the full agreed amount for costs and expenses for each project undertaken. County may elect to bill against segregated funds on a monthly basis for services performed during the course of the month, or it may bill against the segregated funds in full once a project is completed. In either event, the County shall be paid promptly, and in full once the project is completed.

Where required by the nature of the projects undertaken, the City/Town, at its own expense, shall be responsible for the following: (1) informing the public of the proposed maintenance or construction activity regarding the project; (2) acquiring any right-of-way necessary to complete the project under consideration; (3) locating all manholes, water valves, and other utilities within the project; (4) making or causing to be made, all utility relocations or adjustments necessary for the execution and completion of the project; (5) remediating any hazardous or regulated materials, or other environmental hazards on or near the project site; and (6) where necessary, providing appropriate traffic control support, including but not limited to flagging, cones, barricades, shadow vehicles, arrow boards, signage, police presence, etc., to enable the project to be completed in a timely and safe manner. City/Town agrees to accomplish these functions, if required by projects under consideration, in a timely and efficient manner to ensure that such activity will not delay the County's timely performance of its improvements and/or maintenance activities.

City/Town agrees to permit the County, at the County's expense, to conduct routine special studies of traffic conditions within the City/Town, which studies may include traffic counts, measurements of speeds, delays, congestion, etc.

## **V. COUNTY'S CONTRIBUTION**

For all projects contemplated hereunder, the County shall contribute as follows:

1. For all duly qualified "Type B" and "Type C" Roadway Projects, the County shall contribute an amount not to exceed fifty percent (50%), which contribution may be through pledge and commitment of County Road and Bridge funds, use of County Road and Bridge personnel and/or equipment, or a combination of the two.
2. For all other duly qualified projects, the County's contribution hereunder shall be limited solely to supplying labor, materials and/or equipment necessary to provide improvements and/or maintenance services, all of which shall be provided at the City/Town's, or another funding source's, expense.

## **VI. COUNTY'S OBLIGATIONS**

County shall not undertake performance of any project hereunder, until such time as same has been specifically approved per the protocol set forth in Section II., as listed above and incorporated herein by reference. Once so approved, if called upon to do so, the County shall perform all services contemplated hereunder in a good and workmanlike manner. Further, the County shall not assign its rights, or delegate its duties and obligations hereunder to any third

party without prior written approval of the City/Town. Nothing herein shall be construed to prohibit the County from using subcontractors, where reasonably necessary, to aid in the completion of projects.

Should the County, in executing any project contemplated hereunder, encounter adverse conditions unforeseen by the City/Town or the County, the County shall immediately bring same to the attention of the City/Town, and await direction and guidance from the City/Town on the resolution of same. Where reasonably required by nature of the unknown condition, the County may cease performance hereunder until such time as adverse conditions are rectified or remedied by the City/Town, and such delay shall not constitute a material breach of this Agreement.

## **VII. TERM**

The initial term of this Agreement shall be from the date of last execution by any required signatory party hereto until December 30, 2022. However, either party hereto, shall have the absolute right to terminate this Agreement, without cause, at any time, upon providing sixty (60) days written notice to the other party. If necessary, notice of termination shall be tendered consistent with the notice provisions and protocol, which is stated below and incorporated herein by reference.

## **VIII. LIABILITY**

**County and City/Town agree that each shall be responsible for its own negligent acts or omissions or other tortious conduct in the course of performance of this Master Agreement, without waiving any governmental/sovereign immunity available to the County or the City/Town or their respective officials, officers, employees, or agents under Texas or other law and without waiving any available defenses under Texas or other law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.**

## **IX. FISCAL FUNDING**

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of County funding for each item and obligation contained herein. City/Town shall have no right of action against the County as regards this Master Agreement, specifically including any funding by County of the Project in the event that the County is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the County, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

Notwithstanding anything to the contrary herein, this Master Agreement is expressly contingent upon the availability of City/Town funding for each item and obligation contained herein. County shall have no right of action against the City/Town as regards this Master Agreement, specifically including any funding by City/Town of the Project in the event that the City/Town is unable to fulfill its obligations under this Master Agreement as a result of the lack of sufficient funding for any item or obligation from any source utilized to fund this Master Agreement or failure of any funding party to budget or authorize funding for this Master Agreement during the current or future fiscal years. In the event of insufficient funding, or if funds become unavailable in whole or part, the City/Town, at its sole discretion, may provide funds from a separate source or terminate this Master Agreement. In the event that payments or expenditures are made, they shall be made from current funds as required by Chapter 791, Texas Government Code.

## **X. MISCELLANEOUS PROVISIONS**

A. **Entire Agreement.** This Master Agreement and any attachments hereto, set forth the entire agreement between the parties respecting the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, whether oral or in writing, between the parties respecting the same.

B. **Applicable Law.** This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and exclusive venue shall be in Dallas County, Texas. Notwithstanding anything herein to the contrary, this Agreement is expressly made subject to the County's and the City/Town's Governmental and/or Sovereign Immunity, pursuant to Title 5 of Texas Civil Practice and Remedies Code, and all applicable State of Texas and federal laws.

C. **Severability.** If any term, covenant, condition or provision of this Master Agreement shall be declared invalid, illegal, or unenforceable in any respect by a tribunal of competent jurisdiction, the remaining terms, covenants, conditions, and provisions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

D. **Not an Agent.** County and City/Town mutually agree that neither entity acting hereunder shall be considered an agent of the other, and that each entity is responsible, if at all, for its own acts, forbearance, and deeds.

E. **Venue.** This Master Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in Dallas County, Texas.

F. **Amendment.** This Master Agreement may be supplemented and/or amended at any time through the mutual consent of both the County and the City/Town, so long as all amendments, changes, revisions, and discharges of this Master Agreement, in whole or in part, are reduced to writing and executed by the parties thereto.

G. **Notice.** All notices, requests, demands, and other communication under this Master Agreement shall be tendered in writing and shall be deemed to have been duly given when either delivered in person, or via certified mail, postage prepaid, return receipt requested to the respective parties as follows:

COUNTY:  
Director of Public Works  
411 Elm Street, Fourth Floor  
Dallas, Texas 75202

CITY/TOWN:  
Ladis Barr  
Community Development Director  
702 N. Highway 175  
Seagoville, Texas 75159

H. **Counterparts.** This Master 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.

I. **Headings.** The headings and titles used herein are for sake of convenience only, and are not intended to affect the interpretation or construction of such provisions.

J. **Contingent.** This Master Agreement is expressly contingent upon formal approval by the Dallas County Commissioners Court and the governing body of the City/Town of Seagoville, Texas.

The City/Town of Seagoville, State of Texas, has executed this Master Agreement pursuant to duly authorized City/Town Council Action on the \_\_\_\_ day of \_\_\_\_\_, 2017.

The County of Dallas, State of Texas, has executed this Master Agreement pursuant to Commissioners Court Order Number \_\_\_\_\_ and passed on the \_\_\_\_ day of \_\_\_\_\_, 2017.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY/TOWN OF SEAGOVILLE:**

**COUNTY OF DALLAS:**

\_\_\_\_\_  
CITY/TOWN MANAGER

\_\_\_\_\_  
CLAY LEWIS JENKINS  
COUNTY JUDGE

**ATTEST:**

\_\_\_\_\_  
CITY/TOWN SECRETARY

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:\***  
FAITH JOHNSON  
DISTRICT ATTORNEY

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

\_\_\_\_\_  
Sherri Turner  
Assistant District 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. 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 Agenda Item: 21***

***Discuss and consider approval of Resolution No. 48-R-2017 accepting the Certified Tax Roll from Dallas and Kaufman County Appraisal Districts, and providing an effective date.***

### **BACKGROUND OF ISSUE:**

Dallas County Appraisal District has provided a certified appraisal roll of \$604,748,760. Kaufman County has provided a certified appraisal roll of \$2,782,281. These appraisal rolls are utilized as a basis for computing property tax revenue for the upcoming budget year.

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS:**

Resolution 48-R-2017

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

**RESOLUTION NO. 48-R-2017**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS,  
ACCEPTING THE CERTIFIED TAX ROLL OF DALLAS AND  
KAUFMAN COUNTY APPRAISAL DISTRICTS.**

**WHEREAS**, the City has received the certified appraisal roll from Dallas County Appraisal District in the amount of \$604,748,760; and

**WHEREAS**, the City has received the certified appraisal roll from Kaufman County Appraisal District in the amount of \$2,782,281; and

**WHEREAS**, this information is essential to the calculation of the City's property tax rates for the 2018 budget year;

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

**SECTION 1.** The City accepts the certified appraisal rolls as calculated by the Dallas County Appraisal District and the Kaufman County Appraisal District.

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

**SECTION 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 ORDERED** by the City Council of the City of Seagoville, Texas, this the 7<sup>th</sup> day  
of August, 2017.

**APPROVED:**

\_\_\_\_\_  
DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ALEXIS G. ALLEN, CITY ATTORNEY

## *Regular Agenda Item:22*

**Discuss and consider approval of Resolution No. 47-R-2017 determining the proposed property tax rate for fiscal year 2017-2018; accepting the calculation of the effective tax rate; and providing for the publication as provided by the Texas Property Tax Code, and providing an effective date.**

### **BACKGROUND OF ISSUE:**

The City of Seagoville's **current** tax rate was adopted in 2016 at \$0.743800 per hundred dollar taxable valuation. The FY 2016 adopted tax rate is inclusive of Operations and Maintenance tax of \$0.707498 and a Debt Service rate of \$0.036302.

For FY 2018, the City of Seagoville proposes to maintain the tax rate at the current level of \$0.743800. This recommended rate is less than the 2018 rollback tax rate of \$0.800024 as calculated by John R. Ames, Dallas County Tax Assessor-Collector.

The rates will be published in the \_\_\_\_\_ as required by State Law. Under Section 26.05(d) of the Property Tax Code of the State of Texas, since the City of Seagoville is proposing a tax increase, defined as an increase over the lowest of the *effective or rollback rate*, the City must have two public hearings. The public hearings are scheduled for August 21, 2017 and August 28, 2017. The tax rate is scheduled for adoption on September 11, 2017.

*Please note the vote for this resolution requires a roll call as to how each councilmember cast his/her vote.*

### **FINANCIAL IMPACT:**

The proposed tax rate is estimated to generate revenue of \$3,909,440 for the General Fund and \$194,380 for the Debt Service Fund.

### **EXHIBITS:**

Resolution 47-R-2017

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS  
RESOLUTION NO. 47-R-2017**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ACCEPTING THE PROPOSED PROPERTY TAX RATE FOR FISCAL YEAR 2017-2018; ACCEPTING THE CALCULATION OF THE EFFECTIVE TAX RATE; AND PROVIDING FOR THE PUBLICATION AS PROVIDED BY THE TEXAS PROPERTY TAX CODE.**

**WHEREAS**, the City of Seagoville has received the calculated effective tax rate as presented by the Dallas County Tax Assessor/Collector's Office; and

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

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

**SECTION 1.** The City Council of the City of Seagoville, Texas, does hereby propose the rate of \$0.743800 per \$100 valuation as the proposed property tax rate for fiscal year 2017-2018.

**SECTION 2.** The City Council of the City of Seagoville, Texas, met in a public meeting on August 7, 2017, and accepted this resolution with a majority vote as follows.

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

Mayor Pro Tern Jon Epps	AYE	NAY	ABSTAIN	ABSENT
Councilmember Jose Hernandez	AYE	NAY	ABSTAIN	ABSENT
Councilmember Rick Howard	AYE	NAY	ABSTAIN	ABSENT
Councilmember Mike Fruin	AYE	NAY	ABSTAIN	ABSENT
Councilmember Harold Magill	AYE	NAY	ABSTAIN	ABSENT

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

**DULY PASSED AND APPROVED** by the City Council of the City of Seagoville, Texas, on this the 7th day of August, 2017.

**APPROVED:**

\_\_\_\_\_  
DENNIS K. CHILDRESS, MAYOR

**ATTEST:**

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

## ***Regular Session Agenda Item: 23***

**Meeting Date:** August 07, 2017

### **ITEM DESCRIPTION**

**Direct staff concerning September 04, 2017 Council Meeting (City Secretary)**

### **BACKGROUND OF ISSUE:**

The Regular City Council Meeting for Monday, September 4, 2017 falls on the Labor Day Holiday. Staff would like to reschedule that meeting for the following Tuesday on September 05, 2017 based on Council's direction.

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS**

N/A

## ***Regular Agenda Item: 24***

**Meeting Date:** August 07, 2017

### **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

### **EXHIBITS**

N/A

## *Regular Agenda Item: 25*

**Meeting Date:** August 07, 2017

### **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

### **EXHIBITS**

N/A

## ***Executive Session Agenda Item: 26***

**Meeting Date:** August 07, 2017

### **ITEM DESCRIPTION:**

**Recess into Executive Session in compliance with Texas Government Code:**

**(A) Section 551.074; Consultation with the city attorney and/or special legal counsel to seek legal advice concerning the relationship between the City of Seagoville and Seagoville Economic Development Corporation.**

**(B) Section 551.74; Consultation with the city attorney to seek legal advice concerning contemplated or pending litigation: receive legal advice concerning contemplated lawsuit challenging Senate Bill 1004.**

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS**

N/A

## *Executive Session Agenda Item: 15*

Meeting Date: August 07, 2017

### **ITEM DESCRIPTION:**

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

(A) Section 551.074; Consultation with the city attorney and/or special legal counsel to seek legal advice concerning the relationship between the City of Seagoville and Seagoville Economic Development Corporation.

(B) Section 551.74; Consultation with the city attorney to seek legal advice concerning contemplated or pending litigation: receive legal advice concerning contemplated lawsuit challenging Senate Bill 1004.

### **BACKGROUND OF ISSUE:**

N/A

### **FINANCIAL IMPACT:**

N/A

### **EXHIBITS**

N/A