



SEAGOVILLE, TEXAS
JOINT MEETING AGENDA
CITY COUNCIL
&
SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

MONDAY, DECEMBER 3, 2018

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

REGULAR SESSION – 6:30 P.M.

City Council Call to Order
SEDC Call to Order

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Invocation
Pledge of Allegiance

- 1. Receive presentation from Half Associates concerning the Downtown Corridor Plan (Half Associates)**
- 2. Conduct a public hearing concerning the Downtown Corridor Plan**
- 3. City Council and Seagoville Economic Development Corporation to provide input concerning the Downtown Corridor Plan**
- 4. Financial Statements for the Fourth Quarter of FY 2018 (Finance Director)**
- 5. Discuss and consider approving a Resolution of the Board of Directors of the Seagoville Economic Development Corporation, approving the First Amendment to the Exchange Agreements between the City and the Seagoville Economic Development Corporation, and the Seagoville Economic Development Corporation and Charlotte Taylor, attached hereto as Exhibit 1; authorizing the Executive Director to execute on behalf of the Seagoville EDC; providing for a repealing clause; providing for a severability clause; and providing for an effective date (City Manager and Director of Administrative Services)**

6. **Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, approving the First Amendment to the Restriction Agreement between the City and Charlotte Taylor, attached hereto as Exhibit 1; and approving the First Amendment to the Exchange Agreements between the City and the Seagoville Economic Development Corporation, the Seagoville Economic Development Corporation and Charlotte Taylor, and Charlotte Taylor and the City, attached hereto as Exhibit 2; authorizing the City Manager to execute on behalf of the City; providing for a repealing clause; providing for a severability clause; and providing for an effective date (City Manager and Director of Administrative Services)**
7. **Receive a presentation from Dr. Don Cole concerning properties for sale in Seagoville (Dr. Cole)**
8. **A Resolution of the Seagoville Economic Development Corporation Board of Directors approving the terms and conditions of the continuation of the Professional Services Agreement with The Retail Coach, LLC, for the purposes of providing assistance in retail recruitment and development strategy in an amount not to exceed \$20,000; authorizing the board chair to execute the agreement; providing for a severability clause; and providing an effective date (City Manager)**

SEDC Adjourn

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.

9. **Consider approving City Council Meeting minutes for November 19, 2018 (City Secretary)**

REGULAR AGENDA –

10. **Receive a presentation from J.C. Burciaga with Provident Realty**
11. **Discuss and consider approving an Ordinance of the City Council of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 21, "Building Regulations", amending Article 21.09, "Signs", by repealing Division 1, "Generally" in its entirety and replacing with a new Division 1, "Generally", to amend the sign regulations of the City; providing a repealing clause; providing a severability clause; providing a penalty clause; and providing an effective date (Community Development Director)**

12. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Chapter 5, Animal Control, of the Code of Ordinances by amending Article 5.01, "General Provisions", Section 5.01.001, "Definitions", Section 5.01.023 "Permit Required for Zoological Educational Outreach Display", and Section 5.01.026, "Permit Required for Animal Exhibition", to amend regulations concerning the display of wild animals within the City; and amending Section 5.01.029, "Permit Revocation, Denial and Appeal", to repeal the appeal provisions; providing a severability clause; providing a savings clause; providing for a penalty of a fine not to exceed \$2,000 for each offense; and providing an effective date (Director of Administrative Services and Police Chief)

13. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, amending the FY 2018-2019 Master Fee Schedule by amending the Animal Control/Shelter section to provide for an annual permit fee in the amount of five hundred dollars (\$500.00) for a zoological educational outreach display or zoological park; and providing an effective date (Director of Administrative Services and Police Chief)

14. Discuss and consider a Resolution of the City of Seagoville, Texas, approving the implementation of the Traffic Control Program for residential streets and alleys utilizing traffic calming devices under the terms and conditions of the respective policy set forth therein, which is attached hereto and incorporated herein as Exhibit "A"; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing for an effective date (Community Development Director)

15. Discuss and consider an Ordinance of the City Council of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 21, "Building Regulations", Article 21.13, "Right-Of-Way Management", by amending Section 21.13.184, to authorize variances or waivers for the application of the Design Manual for Network Nodes, and to adopt Section 21.13.185, to provide for network provider fees; and amending the Master Fee Schedule for the City of Seagoville, to amend the Public Work Fees to adopt fees for the installation of network nodes and related equipment in the City Right-Of-Way; providing a repealing clause; providing a severability clause; and providing an effective date (City Attorney)

16. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving a professional services agreement between Seagoville Economic Development Corporation and Site Location Partnership for the purposes of recruitment of commercial, industrial, and manufacturing businesses in an amount not to exceed Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00); providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)

17. Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving a professional services agreement between the Seagoville Economic Development Corporation and Flyer View Group, LLC, for the purposes of design and configuration of aerial map posters and web-based flip book to provide advertising for the SEDC and the City of Seagoville, in an amount not to exceed Ten Thousand Six Hundred Seventy-Five Dollars and No Cents (\$10,675.00); providing for a repealing clause; providing for a severability clause; providing for an effective date (City Manager)

18. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving a one (1) year continuation of a Professional Services Agreement between the Seagoville Economic Development Corporation and the Retail Coach for the purposes of providing assistance in retail recruitment and development strategy in an amount not to exceed Twenty Thousand Dollars and No Cents (\$20,000.00); providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)

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

20. 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.

City Council Adjourn

Posted Friday, November 30, 2018 by 5:00 P.M.


Kandi Jackson, City Secretary



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, December 17, 2018 Regular City Council Meeting**
- **Monday, January 7, 2019 Regular City Council Meeting**

Regular Session Agenda Item: 1

Meeting Date: December 3, 2018

ITEM DESCRIPTION:

Receive presentation from Halff Associates concerning the Downtown Corridor Plan.

BACKGROUND OF ISSUE:

In a regular meeting on June 18, 2018 City Council established and created the Downtown Corridor Advisory Group (DCAG) to provide input on the revitalization of the downtown area. The DCAG met with Halff Associates three (3) times since the creation of the group to provide said input concerning downtown Seagoville. Halff Associates has prepared a presentation concerning the findings of the three (3) meetings

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS

N/A

Regular Session Agenda Item: 2

Meeting Date: December 3, 2018

ITEM DESCRIPTION:

Conduct a public hearing concerning the Downtown Corridor Plan.

BACKGROUND OF ISSUE:

Half Associates presented the findings concerning the Downtown Corridor Advisory Group meetings and would like input from the public.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS

N/A

Regular Session Agenda Item: 3

Meeting Date: December 3, 2018

ITEM DESCRIPTION:

City Council and Seagoville Economic Development Corporation to provide input concerning the Downtown Corridor Plan.

BACKGROUND OF ISSUE:

Halff Associates presented the findings concerning the Downtown Corridor Advisory Group meetings and would like input from the City Council and Seagoville Economic Development Corporation.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS

N/A

Regular Session Agenda Item: 4

Meeting Date: December 3, 2018

ITEM DESCRIPTION

Financial Statements for the Fourth Quarter of FY 2018

BACKGROUND OF ISSUE:

Patrick Harvey, Finance Director will present the Financial Statements for the Fourth Quarter of FY 2018

FINANCIAL IMPACT:

None

RECOMMENDATION:

None

EXHIBITS

Financial Statements for the Fourth Quarter of FY 2018



Memo

Date: November 15, 2018
To: SEDC
From: Patrick Harvey, Director of Finance
Subject: September 2018 Financial Reports

This memo accompanies the **FINAL** September 2018 Financial Report for the Seagoville Economic Development Corporation (SEDC), and highlights selected financial activities for FY2018. **The SEDC audit is part of the City's audit and the final 2018 citywide Comprehensive Annual Financial Report will be issued by March 31, 2018.** The financial records now include fiscal year end accruals. The SEDC Financial Report consists of the following reports:

Statement of Financial Position
Statement of Activities
Statement of Activities – Budget vs. Actual
Analysis of Cash through September, 2018
Comparative Sales Tax by Month
Fiscal Year to Date Comparison – Sales Tax
Sales Tax Comparison – 2018 YTD Budget vs. Actual

Statement of Financial Position

This statement, which can also be called a “balance sheet”, illustrates assets, liabilities and net position at September, 2018. The terminology used in this report is in compliance with Generally Accepted Governmental Accounting Standards and appropriate given the essence of this organization as a tax funded entity. The categories of Current Assets and Restricted Assets agree with their respective bank account balances at September 30, 2018. The accounts listed below are annually updated at fiscal year- end as part of the annual audit and this practice is accepted by the auditors in their examination of the SEDC financial records:

Construction in Progress	Building
Accumulated Depreciation	Invested in Capital Assets, Net
Investment in Land	

As of September 30, 2018, the SEDC is in a positive working capital position in the amount of \$1,315,240.89. This is \$210,616.59 less than the August 2018 working capital position of \$1,525,857.48 (after adjustments for committed funds for economic projects).

Net position now contains a separate line for “Committed to Economic Development Projects”. This allows the unrestricted line to reflect amounts that are cash or easily converted to cash.

Statement of Activities

This statement, which can also be called a “profit and loss statement”, illustrates the revenues and operating expenditures for the SEDC for FY 2018. The primary revenue source for the SEDC is **Sales Taxes**. A primary operating expense of the SEDC is **Operations**. **Operations** expenditure reflects the ongoing costs of operating the program other than personnel costs. Here is a listing and explanation of the larger expenditures in the category of **Operations**:

Membership and Subscriptions

Year to Date Cost: **\$11,541.12**

\$6,300 is to Impact Data Source for the Annual license. The expense of \$3,000 is for Xceligent Direct software for fees and access to the software. Xceligent Direct is a commercial real estate search engine application that integrates into the SEDC website to enable clients and prospects to search and view property listings. \$375 is for membership in the North Texas Council of Real Estate Professionals (NTCAR) and \$44.87 for Amazon Prime membership. There was a credit of (\$1,190) from IEDC Online for November. \$150 is for Seagoville Chamber of Commerce member dues. In June, there is a \$420 IEDC membership renewal, \$1,050 membership for TX Regional Chamber, \$1,000 (2) memberships for Texas Economic Development Corp, \$281.25 membership for North TX Comm. Assoc. of Realtors, and a subscription to The Business Journal of \$110.

Building Maintenance

Year to Date Cost: **\$1,955.79**

Date	Vendor	Amount	Description
Nov 2017	Rocking H Plumbing	\$1,132.00	Extend roof drain
Jan 2018	Precision Air	\$ 112.00	Maintenance on AC unit
Mar/June 2018	Al's Pest Control	\$ 470.00	Exterminate SEDC offices
July	Petty Cash	\$ 6.79	Building Keys
August	Al's Pest Control	\$ 235.00	Exterminate SEDC offices

Education/Travel/Seminars

Year to Date Cost: **\$1,821.20**

Date	Vendor	Amount	Description
Nov 2017	Texas Econ Dev Council	\$700.00	EDST Workshop
July 2018	Don Cole	\$203.29	Reimbursement for mileage for Grow Desoto and Govt Small Bus Forum
Aug 2018	Retail Live	\$883.27	Retail Live Austin Fee plus mileage
Sept 2018	Petty Cash	\$ 34.64	Parking – Retail Live Austin

Other Approved Expenses

Year to Date Cost: **\$2,809.65**

Date	Vendor	Amount	Description
Oct 2017	Amazon	\$1,768.30	5 I-Pads with covers
Feb 2018	Mockingbird Florist	\$59.48	Flowers
April 2018	R.E.D. Summit	\$50.00	Seminar attendance
June 2018	Lenovo ThinkCentre	\$661.56	Desktop Computer
June 2018	MS Govt Office	\$270.31	Software

Conference & Public Relations

Year to Date Cost: **\$1,329.97**

Date	Amount	Description
Oct 2017	\$1,000.00	Donation to Wings over Wetland Center
Jan 2018	16.50	Petty Cash (Parking/Coffee)
Mar 2018	225.00	Seagoville Chamber of Commerce (Civic Auction Table)
Jun 2018	50.00	Registration for Gov. Small Bus. Forum in Killeen
Jun 2018	(67.50)	2018 Civic Auction
Sept 2018	105.97	Lunch–Half Assoc. 9/12 & Lunch Retail/Apts Site 9/24

Legal Fees

Year to Date Cost: **\$6,855.67**

Date	Amount	Description
Various Dates	\$6,855.67	NICHOLS, JACKSON, DILLARD

Consulting & Survey Fees

Year to Date Cost: **\$100,976.95**

Date	Amount	Description
Feb 2018	\$10,000.00	The Retail Coach, LLC
Mar 2018	10,000.00	The Retail Coach, LLC
Sept 2018	80,976.54	Half Associates – Downtown Development Study

Bookkeeping \$2,400.00 City of Seagoville

Advertising & Promotions

Year to Date Cost: **\$6,043.44**

Date	Amount	Description
Apr 2018	\$250.00	John Bunker Sands Wetlands Mudbug Festival
May 2018	\$150.00	Seagoville Chamber of Commerce Mayfest
July 2018	\$10.76	US Flag buntings
July 2018	\$320.71	Miscellaneous
Aug 2018	\$231.50	Pizza for P Tech government day
Aug 2018	\$49.40	Walmart
Sept 2018	\$4,550.00	D Magazine Partners DRC Real Estate Guide
Sept 2018	\$400.00	Seagoville Chamber of Commerce Golf Tournament
Sept 2018	\$81.07	Walmart

Economic Development Projects

The SEDC allocated \$212,114.95 in economic development initiatives as indicated below:

Amount	Description
\$60,000.00	W. Parnell V, LLC – Chicken Express
\$34,432.00	Shorty’s BBQ
\$109,000.00	Kelly Harris
\$8,682.95	Project Cake

Quality of Life Projects

The SEDC allocated \$142,444.90 in quality of life projects as shown below:

Amount	Description
\$88,900.00	Purchase and installation of 20 decorative pole lights at C. O. Bruce Park
\$53,544.90	Purchase and installation of scoreboards at Bearden and C. O. Bruce parks

Statement of Activities – Budget Vs. Actual

This statement compares actual results of operations with budget expectations.

Revenue

Sales Tax revenue compares favorably to budget expectations (109.31% actual vs. 100.00% budgeted). **Interest** revenue reflects interest received on the Money Market Account and the CD (\$792.07). Total revenue fiscal year to date exceeds budget expectations (108.95% actual vs. 100.00% budget).

Operating Expenses

Total operating expenses are below budget expectations (89.29% actual vs. 100.00% budget).

Analysis of Cash through September, 2018

This statement analyzes changes in cash balances for fiscal year 2018.

FY 2018 Inflows

The amounts here mirror resources received in the Statement of Activities report.

FY 2018 Outflows

Outflows include FY 2018 payments made for FY 2017 expenses, and repayments to the City on the balance owed. **Administration** expenditures are paid by the City and reimbursed by the SEDC.

The following schedule provides a detail list of expenditures paid with the organization's debit card through September 2018.

DEBIT CARD USAGE				
ACCOUNT DESCRIPTION	VENDOR	REASON	Sept	TOTAL
Other Approved Expenses	Amazon	5 I-Pads		1,643.65
Other Approved Expenses	Amazon	5 I-Pad covers		124.65
Other Approved Expenses	Mockingbird Florist	Flowers		59.48
Rental Property Maintenance	Avenue Locksmith	Change Locks		129.00
Conference & Public Relations	Wetland Center	Donation		1,000.00
Membership & Subscription	Amazon Prime			44.87
Membership & Subscription	IEDC Online	Credit Given		(1,190.00)
Membership & Subscription	Texas Regional Chamber	Don Mbrshp		1,050.00
Membership & Subscription	Texas Econ Dev	Don/Pat Mbrshp		1,000.00
Membership & Subscription	N. TX Comm Assoc of Real	Don Mbrshp		281.25
Membership & Subscription	The Business Journal	Subscription		110.00
Conference & Public Relations	Governor's Small Bus For	Registration		50.00
Rental Property Maintenance	Home Depot	Door Knob/Barber Shop		125.00
Advertising/Promotion/Tshows	Papa John's Pizza	P-Tech		231.50
Education/Travel/Seminars	Retail Live	Austin- Retail Live registration		590.00
TOTALS				5,249.40

**Seagoville Economic Development Corporation
Statement of Financial Position
30-Sep-18**

ASSETS

Current Assets

Cash - Petty Cash	\$ 100.00
Cash - American National - Checking	1,201,573.45
Cash - American National - Money Market	35,037.76
Cash - Rental Account	79,275.48
Cash - American National CD	128,960.76
Sales Tax Receivable	<u>155,718.08</u>

Total Current Assets \$ 1,600,665.53

Fixed Assets

Land	89,627.32
Construction in Progress	221,274.02
Building	563,048.27
Accumulated Depreciation	<u>(48,556.59)</u>

Total Fixed Assets 825,393.02

Total Assets \$ 2,426,058.55

LIABILITIES AND NET POSITION

Current Liabilities

Due to the City of Seagoville	\$ 676.18
Accounts Payable	9,580.86
Tenant Deposit Payable	<u>700.00</u>

Total Current Liabilities 10,957.04

Net Position

Net Investment in Capital Assets	825,393.02
Committed to Downtown Development Study	72,022.70
Committed to Bruce Park Lighting	88,900.00
Committed to W. Parnell V, LLC	60,000.00
Committed to Bearden and Bruce Park Improvements	53,544.90
Unrestricted	<u>1,315,240.89</u>

Total Net Position 2,415,101.51

Total Liabilities and Net Position \$ 2,426,058.55

Seagoville Economic Development Corporation
Statement of Activities
30-Sep-18

	Month Actual	Year to Date Actual
Revenue		
Sales Tax Revenue	\$ 88,138.73	\$ 836,242.31
Interest Income	1.29	792.07
Rent Income		
107 N. Kaufman	500.00	6,000.00
109-111 N. Kaufman		3,850.00
103 N. Kaufman	900.00	10,750.00
107 Hall Rd	400.00	1,600.00
Other Revenue	403.47	500.72
	<hr/>	<hr/>
Total Revenue	90,343.49	859,735.10
Operating Expenses		
Administration	4,532.49	34,241.92
Operations	100,408.19	158,650.82
Economic Development Projects	173,432.00	212,114.95
City Projects/Special Events	142,444.90	147,444.90
	<hr/>	<hr/>
Total Operating Expenses	420,817.58	552,452.59
Net Income (Loss)	\$ <u>(330,474.09)</u>	\$ <u>307,282.51</u>

Seagoville Economic Development Corporation
Statement of Activities -Budget vs. Actual
100.00% of Fiscal Year
30-Sep-18

	Budget	Year to Date Actual	Pct
Revenue			
Sales Tax Revenue	765,020.00	836,242.31	109.31%
Interest Income	700.00	792.07	113.15%
Rent Income	23,400.00	20,600.00	88.03%
Other Revenue	-	500.72	
	<u>-</u>	<u>500.72</u>	
Total Revenue	789,120.00	859,735.10	108.95%
Operating Expenses			
Administration	200,192.00	34,241.92	17.10%
Operations	310,010.00	158,650.82	51.18%
Economic Development Projects	-	212,114.95	0.00%
Façade Improvement Projects	-	-	0.00%
City Projects/Special Events	108,500.00	147,444.90	135.89%
	<u>108,500.00</u>	<u>147,444.90</u>	
Total Operating Expenses	<u>618,702.00</u>	<u>552,452.59</u>	89.29%
Net Income (Loss)	<u>170,418.00</u>	<u>307,282.51</u>	

SEDC ANALYSIS OF CASH THROUGH SEPTEMBER, 2018

Cash Balance October 1, 2017

Cash - American Natl - Chkg	558,530.76	
Cash - American Natl - MM	35,020.30	
Cash - ANB CD	128,186.15	
Rental Account	56,975.48	
Petty Cash	100.00	
		778,812.69

FY 2018 INFLOWS

Interest	792.07	
Sales Tax	816,668.83	
Rental Income	22,200.00	
Other	100.00	
Cash Over & Short	(2.75)	
<i>TOTAL INFLOWS</i>		839,758.15

FY 2018 OUTFLOWS

Operations	112,375.18	
Debt Service	-	
Quality of Life Grant	-	
103 N. Kaufman Renovation	-	
Actuant Incentive	-	
City Projects/Special Events	38,682.95	
Repayment to City	22,565.26	
<i>TOTAL OUTFLOWS</i>		173,623.39

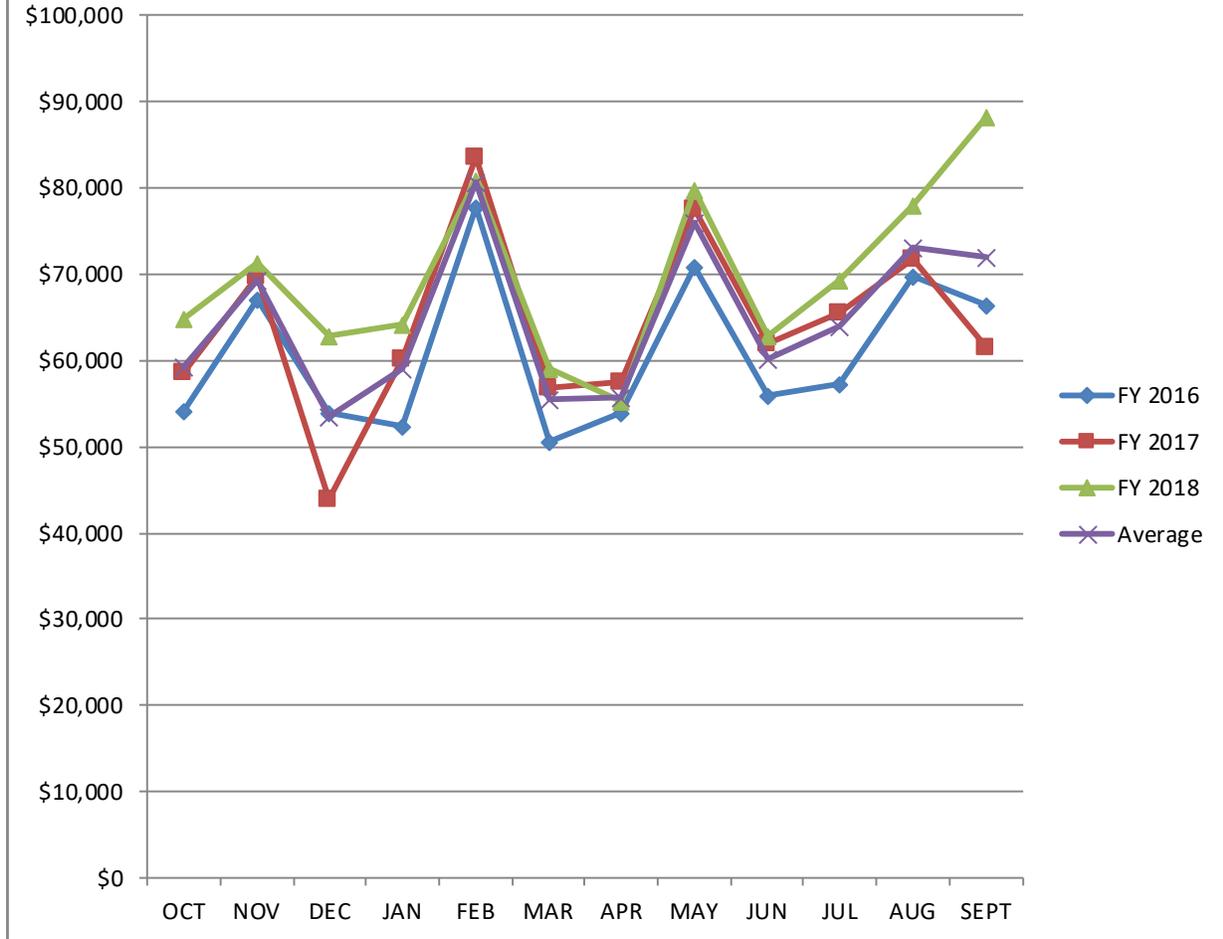
Cash Balance September 30, 2018

1,444,947.45

Detail of Cash Balances at September 30, 2018

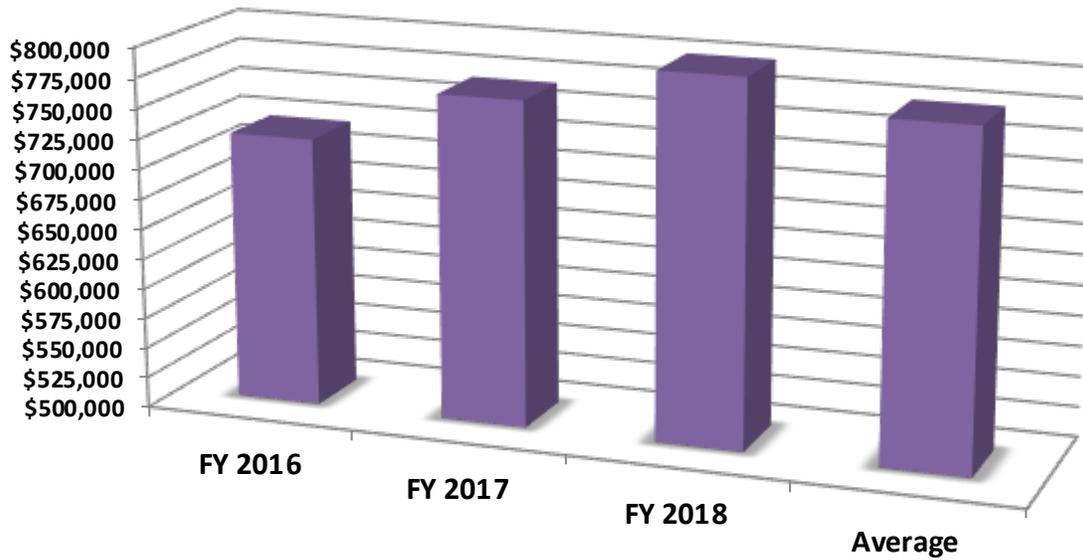
Cash - American Natl - Chkg	1,201,573.45	
Cash - American Natl - MM	35,037.76	
Cash - CD9368085	128,960.76	
Rental Account	79,275.48	
Petty Cash	100.00	
	1,444,947.45	

Sales Tax Comparison



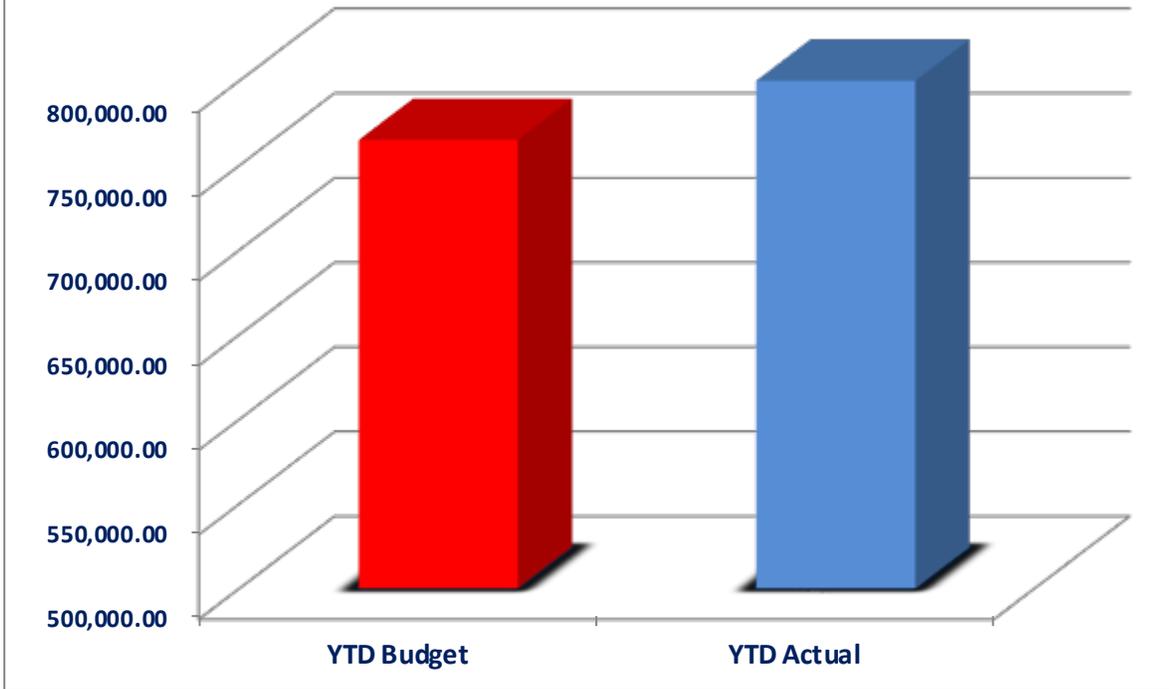
	FY 2016	FY 2017	FY 2018	Three Year Average
OCT	54,152.40	58,627.99	64,790.74	59,190.37
NOV	67,105.54	69,667.97	71,353.87	69,375.79
DEC	53,839.86	43,917.99	62,745.02	53,500.96
JAN	52,319.68	60,218.16	64,266.81	58,934.88
FEB	77,797.05	83,539.96	80,869.90	80,735.64
MAR	50,690.27	56,734.01	58,971.44	55,465.24
APR	53,983.36	57,591.65	55,306.92	55,627.31
MAY	70,875.66	77,451.00	79,685.09	76,003.92
JUNE	55,912.69	61,865.13	62,839.12	60,205.65
JULY	57,308.44	65,510.04	69,332.65	64,050.38
AUGUST	69,651.33	71,841.60	77,942.02	73,144.98
SEPTEMBER	66,451.52	61,472.09	88,138.73	72,020.78

Fiscal Year to Date Comparison - Sales Tax



	FY 2016	FY 2017	FY 2018	Three Year Average
Fiscal Year To Date	723,049.78	768,437.65	836,242.31	775,909.91

Sales Tax Comparison 2018 YTD Budget vs. Actual



YTD Budget
765,020.00

YTD Actual
836,242.31

GLOSSARY

Cash - Rental Account	(sum total of rent, utilize for facility expenses)
Land	(cost of purchase, "what the SEDC paid for it")
Construction in Progress	(cost of the facility, not renovated)
Building	(complete renovations)
Investment in Land for Incentive	(US 175 "triangle" property)
Due to the City of Seagoville	(reimbursement)
Refunded Notes Payable	(Environmental Way redux)
Total Current Liabilities	(operating cycle, aka Fiscal Year)
Net Investment in Capital Assets	(long-term capital debt to finance)
Unrestricted	(retained earnings)
Total Liabilities and Net Position	(sum of current liabilities, long term liabilities and net position)
Rent Income	
107 North Kaufman	Super Star Cuts
109-111 North Kaufman	Texas Steel Haulers
103 North Kaufman	Goin Postal
107 Hall Rd	Chamber of Commerce
Insurance Recovery	Financial & Insurance Services of Texas
Economic Development Projects	St. Ives Realty
City Projects/Special Events	Splash Pad, Independence Day, Etc.

Regular Session Agenda Item: 5

Meeting Date: December 3, 2018

ITEM DESCRIPTION:

Discuss and consider approving a Resolution of the Board of Directors of the Seagoville Economic Development Corporation, approving the First Amendment to the Exchange Agreements between the City and the Seagoville Economic Development Corporation, and the Seagoville Economic Development Corporation and Charlotte Taylor, attached hereto as Exhibit 1; authorizing the Executive Director to execute on behalf of the Seagoville EDC; providing for a repealing clause; providing for a severability clause; and providing for an effective date.

BACKGROUND OF ISSUE:

The Board of Directors previously approved the Exchange Agreements between the City of Seagoville and the Seagoville Economic Development Corporation, and the Seagoville Economic Development Corporation and Charlotte Lee Taylor. After approval, it was determined the legal descriptions for the properties intended to be exchanged, referenced in the Agreements as Parcel A and Parcel B was inaccurate. In addition, the City Council has amended the Restriction Agreement for the property located at 902 N. Kaufman Street, by and between the City of Seagoville, Texas, and Charlotte Lee Taylor, which was incorporated into the Exchange Agreements. With the property descriptions being corrected and the Restriction Agreement being amended, the documents contained in the records of the SEDC need to be amended to reflect accurate information.

Based on the foregoing, staff recommends approval of the resolution approving the First Amendment to the Exchange Agreements as stated herein.

FINANCIAL IMPACT:

N/A

EXHIBITS

Resolution with Attachments

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION, APPROVING THE FIRST AMENDMENT TO THE EXCHANGE AGREEMENTS BETWEEN THE CITY AND THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION, AND THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND CHARLOTTE TAYLOR, ATTACHED HERETO AS EXHIBIT 1; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ON BEHALF OF THE SEAGOVILLE EDC; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Directors previously approved the Exchange Agreements between the City of Seagoville and the Seagoville Economic Development Corporation, and the Seagoville Economic Development Corporation and Charlotte Lee Taylor; and

WHEREAS, the City Council for the City of Seagoville has amended the Restriction Agreement for the property located at 902 N. Kaufman Street, by and between the City of Seagoville, Texas, and Charlotte Lee Taylor, which was incorporated into the Exchange Agreements; and

WHEREAS, the Board has determined that the Exchange Agreements referenced herein included inaccurate legal descriptions for the properties intended to be exchanged, referenced therein as Parcel A and Parcel B; and

WHEREAS, the Board desires to approve the First Amendment to the Exchange Agreement, to incorporate the non-substantive amendments to the legal descriptions for Parcels "A" and "B", and to incorporate the First Amendment to the Restriction Agreement between the City and Charlotte Lee Taylor; and

WHEREAS, the Board of Director finds that the Executive Director of the SEDC should be authorized to execute the Amendment attached as Exhibit 1 on behalf of the Seagoville EDC.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1. The Board of Directors does hereby approve the First Amendment to the Exchange Agreements between the City of Seagoville, the Seagoville Economic Development Corporation and Charlotte Lee Taylor, attached hereto as Exhibit 1.

SECTION 2. All provisions of the resolutions of the Seagoville EDC in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

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

SECTION 4. This Resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION, THIS 3rd DAY OF DECEMBER, 2018.

APPROVED:

Jose Hernandez, Chairman of the Board

APPROVED AS TO FORM:

Alexis G Allen, City Attorney

EXHIBIT "1"

First Amendment to Exchange Agreements

This First Amendment to the Exchange Agreements between the City of Seagoville ("the City") and the Seagoville Economic Development Corporation ("the SEDC")(the City's Exchange Agreement), the Seagoville Economic Development Corporation and Charlotte Lee Taylor ("Taylor") (the SEDC Exchange Agreement), and Charlotte Lee Taylor and the City of Seagoville (the Owner's Exchange Agreement) is entered between the Parties.

A. The City, the EDC and Taylor entered into those certain Exchange Agreements (the "Agreements"), effective October 15, 2018, for exchange of two (2) tracts of land, described as Parcel A and Parcel B.

B. In order to correct legal descriptions contained with the Agreements for Parcel A and Parcel B, the City, EDC and Taylor desire to amend the Exchange Agreements to provide for the correct legal descriptions.

C. The Parties desire to further amend the Agreements to include the First Amended Restriction Agreement, as approved by the City and Taylor.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the City, the EDC and Taylor agree as follows:

1. The legal description in each of the Agreements for Parcel A shall be amended to reflect that description attached hereto as Exhibit A, and the legal description in each of the Agreements for Parcel B shall be amended to reflect that description attached hereto as Exhibit B.
2. The Restriction Agreement, attached as Exhibit C to each of these Agreements, is hereby amended, as described in the First Amendment to the Restriction Agreement, attached hereto as Exhibit C.
3. As amended and supplemented hereby, each of the Agreements referenced herein are ratified and shall remain in full force and effect. The term "Agreements" shall mean the Exchange Agreement between the City and the EDC, the Exchange Agreement between the EDC and Taylor, and the Exchange Agreement between Taylor and the City, each as amended by this First Amendment. In the event of a conflict between this First Amendment and the Agreements, this First Amendment shall control. Each of the parties hereto agree that a facsimile copy or electronic copy (including PDF copy) of the signature of the person executing this First Amendment on either parties' behalf shall be effective as an original signature and shall cause the facsimile copy or electronic copy (including PDF copy) of this First Amendment to be legally binding and effective as an execution counterpart hereof.

Executed and effective as of the date set forth above.

SIGNED AND AGREED this the _____ day of _____, 2018.

CITY OF SEAGOVILLE, TEXAS

By: _____
Dennis K. Childress, Mayor

SIGNED AND AGREED this the _____ day of _____, 2018.

**SEAGOVILLE ECONOMIC DEVELOPMENT
CORPORATION:**

By: _____
Patrick Stallings, Executive Director

SIGNED AND AGREED this the _____ day of _____, 2018.

CHARLOTTE LEE TAYLOR:

By: _____

Exhibit "A"
Description of Parcel A

BEING a tract or parcel of land situated within Seagoville, of Dallas County, Texas, being part of the Fallon Survey, Abstract No. 489, being the called 2.592 acre tract of land as described in a Warranty Deed from A. Rex Putnam and Lucilla Otis Putnam to Clycerian Byrd Putnam Mitchell as recorded in Volume 137 at Page 1631 of the Deed Records of Dallas County, Texas and being further described as follows:

BEGINNING at a ½ inch iron rod set for a corner at the intersection of the northeast line of Kaufman Street and the southeast line of Hall Street;

THENCE N 48°10'44" E along the southeast line of Hall Street, a distance of 116.39 feet to a ½ inch iron rod set for a corner at the beginning of a curve to the right in the southeast line of said Hall Street, said curve having a central angle of 33°36'23", a radius of 244.52 feet and a chord bearing N 62°46'50" E at a distance of 414.37 feet;

THENCE in the Northeasterly direction along the southeast line of Hall Street and said curve to the right at an arc length of 143.42 feet to a ½ inch iron rod set for a corner;

THENCE S 44°48'00" W (bearing basis) along and leaving a wooden fence a distance of 241.20 feet to a ½ inch iron rod set for a corner on the northeast line of Kaufman Street;

THENCE N 45°12'00" along the northeast line of Kaufman Street, a distance of 354.21 feet returning the Point of Beginning and containing 1.999 gross acreage and 1.935 net acres of land.

Exhibit "B"
Description of Parcel B

Being 5.539 acres of land situated in the Herman Heider Survey, Abstract No. 541, City of Seagoville, Dallas County, Texas, and being part of a called 130.102 acre tract of land described in a Deed to Charlotte Lee Taylor, recorded as Instrument No. 20070095728, Deed Records, Dallas County, Texas (DRDCT), and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS 3963", set for corner at the most eastern corner of said 130.102 acre tract and being near the center of a gravel road:

THENCE South 45°13'24" West, along a southeast line of said 130.102 acre tract and partly with the center of East Simonds Road, a distance of 713.17 feet to an angle point thereof;

THENCE South 45°47'02" West, continuing with said common line, a distance of 196.08 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE South 45°47'02" West, continuing along last mentioned common line a distance of 470.00 feet, to a point for corner in the northeast line of the proposed future right-of-way of East Farmers Road (100' right-of-way);

THENCE North 45°24'20" West, along the northeast right-of-way line of said East Farmers Road, at 50.01 feet, passing a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS 3963", set for reference in the northwest line of the proposed future right-of-way of East Simonds Road (100' right-of-way), and continuing for a total distance of 513.51 feet, to a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS 3963", set for corner;

THENCE North 45°47'02" East, a distance of 470.00 feet, to a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS 3963", set for corner;

THENCE South 45°24'20" East, at 463.50 feet, passing a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS 3963", set for reference in the proposed northwest right-of-way line of said East Simonds Road and continuing for a total distance of 513.51 feet, to the **POINT OF BEGINNING** and containing 241,298 square feet, or 5.539 acres of land.

Exhibit "C"
First Amendment to Restriction Agreement
Between City of Seagoville and Charlotte Lee Taylor

This **First Amendment to the Restriction Agreement** (“Amendment”) is made as of the Effective Date by and between the City of Seagoville, Texas, (“Seagoville”), a home rule municipality, and Charlotte Lee Taylor, (“Taylor”). Seagoville and Taylor are collectively herein referred to as “Parties” and individually as “Party.”

RECITALS

WHEREAS, the Parties previously entered into that certain *Restriction Agreement* effective October 15, 2018 (“the Agreement”), relating to the use of property exchanged from Seagoville to Taylor; and

WHEREAS, the Agreement provides for a five-year term, and requires the Property be used for the Required Purpose within two years of the Effective Date; and

WHEREAS, the Parties find it in their mutual interest to amend the Agreement to delete the provision requiring the Property to be used for the Required Use within two years; and

WHEREAS, the Parties desire to correct a clerical error found in the Property description, attached as Exhibit A.

NOW, THEREFORE, the Parties agree as follows:

1. Section 3.1 of the Agreement is amended to read as follows:

“Section 3.1 Use of Property. No portion of the Property shall be utilized for any use other than the Required Use. No building shall be constructed, reconstructed, erected, altered, or placed on any portion of the Property other than structures that will be used in conformance with the Required Use.”

2. Exhibit “A” of the Agreement is amended, as provided in the Exhibit “A”, attached hereto and incorporated herein.
3. Except as amended pursuant to Sections 1 and 2, above, the Parties ratify and affirm the Agreement remains in full force and effect without amendment.
4. This Amendment shall be effective when signed by authorized representatives of each of the Parties (“the Effective Date”).

(Signatures on Following Page)

SIGNED AND AGREED this ____ day of _____ 2018.

City of Seagoville, Texas

By: _____
Pat Stallings, City Manager

SIGNED AND AGREED this ____ day of _____ 2018.

CHARLOTTE LEE TAYLOR

By: _____

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

**Exhibit "A" to Restriction Agreement
Description of Parcel A**

BEING a tract or parcel of land situated within Seagoville, of Dallas County, Texas, being part of the Fallon Survey, Abstract No. 489, being the called 2.592 acre tract of land as described in a Warranty Deed from A. Rex Putnam and Lucilla Otis Putnam to Clycerian Byrd Putnam Mitchell as recorded in Volume 137 at Page 1631 of the Deed Records of Dallas County, Texas and being further described as follows:

BEGINNING at a ½ inch iron rod set for a corner at the intersection of the northeast line of Kaufman Street and the southeast line of Hall Street;

THENCE N 48°10'44" E along the southeast line of Hall Street, a distance of 116.39 feet to a ½ inch iron rod set for a corner at the beginning of a curve to the right in the southeast line of said Hall Street, said curve having a central angle of 33°36'23", a radius of 244.52 feet and a chord bearing N 62°46'50" E at a distance of 414.37 feet;

THENCE in the Northeasterly direction along the southeast line of Hall Street and said curve to the right at an arc length of 143.42 feet to a ½ inch iron rod set for a corner;

THENCE S 44°48'00" W (bearing basis) along and leaving a wooden fence a distance of 241.20 feet to a ½ inch iron rod set for a corner on the northeast line of Kaufman Street;

THENCE N 45°12'00" along the northeast line of Kaufman Street, a distance of 354.21 feet returning the Point of Beginning and containing 1.999 gross acreage and 1.935 net acres of land.

Regular Session Agenda Item: 6

Meeting Date: December 3, 2018

ITEM DESCRIPTION

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the First Amendment to the Restriction Agreement between the City and Charlotte Taylor, attached hereto as Exhibit 1; and approving the First Amendment to the Exchange Agreements between the City and the Seagoville Economic Development Corporation, the Seagoville Economic Development Corporation and Charlotte Taylor, and Charlotte Taylor and the City, attached hereto as Exhibit 2; authorizing the City Manager to execute on behalf of the City; providing for a repealing clause; providing for a severability clause; and providing for an effective date.

BACKGROUND OF ISSUE:

The City Council previously approved the Exchange Agreements and the Restriction Agreement wherein the parties were the City, the SEDC and/or Charlotte Taylor, respectively. Each of the Agreements contained an attachment or attachments that legally described Parcel A and/or Parcel B. Although these legally descriptions were copied directly from the respective surveys, it has been determined that the surveys were not correct. For this reason, each Agreement should be amended to provide for the correct property descriptions. We would note that we have made every effort to confirm that the legal descriptions attached to the Amended Agreements are accurate.

In addition, Ms. Taylor has requested an amendment be made to the Restriction Agreement that would remove the requirement under Section 3.1 of said Agreement that requires the *"Use of said Property for the Required Use shall commence not later than two (2) years after the Effective Date of this Agreement."* At the time the Agreements were approved Ms. Taylor was negotiating with a Developer to purchase the remainder of her property. In the event the property sold, Ms. Taylor would be financially able to develop the property located at 902 N. Kaufman for the required use. As of this date, Ms. Taylor has not reached an agreement with the Developer. Failure to sell the property as expected will create a financial hardship for Ms. Taylor that would hinder the development of the property at 902 N. Kaufman. Therefore, a request has been made to amend the section as referenced herein.

Staff recommends approval of the Resolution approving the amended Agreements.

FINANCIAL IMPACT:

N/A

EXHIBITS

Resolution with Attachments

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE FIRST AMENDMENT TO THE RESTRICTION AGREEMENT BETWEEN THE CITY AND CHARLOTTE TAYLOR, ATTACHED HERETO AS EXHIBIT 1; AND APPROVING THE FIRST AMENDMENT TO THE EXCHANGE AGREEMENTS BETWEEN THE CITY AND THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION, THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND CHARLOTTE TAYLOR, AND CHARLOTTE TAYLOR AND THE CITY, ATTACHED HERETO AS EXHIBIT 2; AUTHORIZING THE CITY MANAGER TO EXECUTE ON BEHALF OF THE CITY; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council previously approved the Exchange Agreement between the City of Seagoville and the Seagoville Economic Development Corporation, the Seagoville Economic Development Corporation and Charlotte Lee Taylor, and the Exchange Agreement and Restriction Agreement between the City and Charlotte Lee Taylor; and

WHEREAS, the City Council has been presented with a proposed First Amendment to Restriction Agreement for the property located at 902 N. Kaufman Street, by and between the City of Seagoville, Texas, and Charlotte Lee Taylor (herein the “First Amendment”), attached hereto as Exhibit “1”; and

WHEREAS, upon full review and consideration of all matters related thereto, the City Council is of the opinion that the First Amendment to the Restriction Agreement shall be approved; and

WHEREAS, the City has determined that the Exchange Agreements referenced herein included inaccurate legal descriptions for the properties intended to be exchanged, referenced therein as Parcel A and Parcel B; and

WHEREAS, the City Council desires to approve the First Amendment to the Exchange Agreement, to incorporate the non-substantive amendments to the legal descriptions for Parcels “A” and “B”, and to incorporate the First Amendment to the Restriction Agreement between the City and Charlotte Lee Taylor; and

WHEREAS, the City Council finds that the City Manager should be authorized to execute the Amendment attached as Exhibit 1 on behalf of the City of Seagoville.

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

SECTION 1. The City Council does hereby approve the First Amendment to the Restriction Agreement between the City of Seagoville and Charlotte Lee Taylor, attached hereto as Exhibit 1.

SECTION 2. The City Council does hereby approve the First Amendment to the Exchange Agreements between the City of Seagoville, the Seagoville Economic Development Corporation and Charlotte Lee Taylor, attached hereto as Exhibit 2.

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

SECTION 4. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

SECTION 5. This Resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THIS 3rd DAY OF DECEMBER, 2018.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G Allen, City Attorney

Exhibit “1”

First Amendment to the Restriction Agreement

This **First Amendment to the Restriction Agreement** (“Amendment”) is made as of the Effective Date by and between the City of Seagoville, Texas, (“Seagoville”), a home rule municipality, and Charlotte Lee Taylor, (“Taylor”). Seagoville and Taylor are collectively herein referred to as “Parties” and individually as “Party.”

RECITALS

WHEREAS, the Parties previously entered into that certain *Restriction Agreement* effective October 15, 2018 (“the Agreement”), relating to the use of property exchanged from Seagoville to Taylor; and

WHEREAS, the Agreement provides for a five-year term, and requires the Property be used for the Required Purpose within two years of the Effective Date; and

WHEREAS, the Parties find it in their mutual interest to amend the Agreement to delete the provision requiring the Property to be used for the Required Use within two years; and

WHEREAS, the Parties desire to correct a clerical error found in the Property description, attached as Exhibit A.

NOW, THEREFORE, the Parties agree as follows:

1. Section 3.1 of the Agreement is amended to read as follows:

“Section 3.1 Use of Property. No portion of the Property shall be utilized for any use other than the Required Use. No building shall be constructed, reconstructed, erected, altered, or placed on any portion of the Property other than structures that will be used in conformance with the Required Use.”

2. Exhibit “A” of the Agreement is amended, as provided in the Exhibit “A”, attached hereto and incorporated herein.
3. Except as amended pursuant to Sections 1 and 2, above, the Parties ratify and affirm the Agreement remains in full force and effect without amendment.
4. This Amendment shall be effective when signed by authorized representatives of each of the Parties (“the Effective Date”).

(Signatures on Following Page)

SIGNED AND AGREED this ____ day of _____ 2018.

City of Seagoville, Texas

By: _____
Pat Stallings, City Manager

SIGNED AND AGREED this ____ day of _____ 2018.

CHARLOTTE LEE TAYLOR

By: _____

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

**Exhibit "A" to Restriction Agreement
Description of Property**

BEING a tract or parcel of land situated within Seagoville, of Dallas County, Texas, being part of the Fallon Survey, Abstract No. 489, being the called 2.592 acre tract of land as described in a Warranty Deed from A. Rex Putnam and Lucilla Otis Putnam to Clycerian Byrd Putnam Mitchell as recorded in Volume 137 at Page 1631 of the Deed Records of Dallas County, Texas and being further described as follows:

BEGINNING at a ½-inch iron rod set for a corner at the intersection of the northeast line of Kaufman Street and the southeast line of Hall Street;

THENCE N 48°10'44" E along the southeast line of Hall Street, a distance of 116.39 feet to a ½-inch iron rod set for a corner at the beginning of a curve to the right in the southeast line of said Hall Street, said curve having a central angle of 33°36'23", a radius of 244.52 feet and a chord bearing N 62°46'50" E at a distance of 414.37 feet;

THENCE in the Northeasterly direction along the southeast line of Hall Street and said curve to the right at an arc length of 143.42 feet to a ½-inch iron rod set for a corner;

THENCE S 44°48'00" W (bearing basis) along and leaving a wooden fence a distance of 241.20 feet to a ½-inch iron rod set for a corner on the northeast line of Kaufman Street;

THENCE N 45°12'00" along the northeast line of Kaufman Street, a distance of 354.21 feet returning the Point of Beginning and containing 1.999 gross acreage and 1.935 net acres of land.

EXHIBIT 2

First Amendment to Exchange Agreements

This First Amendment to the Exchange Agreements between the City of Seagoville (“the City”) and the Seagoville Economic Development Corporation (“the SEDC”)(the City’s Exchange Agreement), the Seagoville Economic Development Corporation and Charlotte Lee Taylor (“Taylor”) (the SEDC Exchange Agreement), and Charlotte Lee Taylor and the City of Seagoville (the Owner’s Exchange Agreement) is entered between the Parties.

A. The City, the EDC and Taylor entered into those certain Exchange Agreements (the “Agreements”), effective October 15, 2018, for exchange of two (2) tracts of land, described as Parcel A and Parcel B.

B. In order to correct legal descriptions contained with the Agreements for Parcel A and Parcel B, the City, EDC and Taylor desire to amend the Exchange Agreements to provide for the correct legal descriptions.

C. The Parties desire to further amend the Agreements to include the First Amended Restriction Agreement, as approved by the City and Taylor.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the City, the EDC and Taylor agree as follows:

1. The legal description in each of the Agreements for Parcel A shall be amended to reflect that description attached hereto as Exhibit A, and the legal description in each of the Agreements for Parcel B shall be amended to reflect that description attached hereto as Exhibit B.
2. The Restriction Agreement, attached as Exhibit C to each of these Agreements, is hereby amended, as described in the First Amendment to the Restriction Agreement, attached hereto as Exhibit C.
3. As amended and supplemented hereby, each of the Agreements referenced herein are ratified and shall remain in full force and effect. The term “Agreements” shall mean the Exchange Agreement between the City and the EDC, the Exchange Agreement between the EDC and Taylor, and the Exchange Agreement between Taylor and the City, each as amended by this First Amendment. In the event of a conflict between this First Amendment and the Agreements, this First Amendment shall control. Each of the parties hereto agree that a facsimile copy or electronic copy (including PDF copy) of the signature of the person executing this First Amendment on either parties’ behalf shall be effective as an original signature and shall cause the facsimile copy or electronic copy (including PDF copy) of this First Amendment to be legally binding and effective as an execution counterpart hereof.

Executed and effective as of the date set forth above.

SIGNED AND AGREED this the _____ day of _____, 2018.

CITY OF SEAGOVILLE, TEXAS

By: _____
Dennis K. Childress, Mayor

SIGNED AND AGREED this the _____ day of _____, 2018.

**SEAGOVILLE ECONOMIC DEVELOPMENT
CORPORATION:**

By: _____
Patrick Stallings, Executive Director

SIGNED AND AGREED this the _____ day of _____, 2018.

CHARLOTTE LEE TAYLOR:

By: _____

Exhibit "A"
Description of Parcel A

BEING a tract or parcel of land situated within Seagoville, of Dallas County, Texas, being part of the Fallon Survey, Abstract No. 489, being the called 2.592 acre tract of land as described in a Warranty Deed from A. Rex Putnam and Lucilla Otis Putnam to Clycerian Byrd Putnam Mitchell as recorded in Volume 137 at Page 1631 of the Deed Records of Dallas County, Texas and being further described as follows:

BEGINNING at a ½ inch iron rod set for a corner at the intersection of the northeast line of Kaufman Street and the southeast line of Hall Street;

THENCE N 48°10'44" E along the southeast line of Hall Street, a distance of 116.39 feet to a ½ inch iron rod set for a corner at the beginning of a curve to the right in the southeast line of said Hall Street, said curve having a central angle of 33°36'23", a radius of 244.52 feet and a chord bearing N 62°46'50" E at a distance of 414.37 feet;

THENCE in the Northeasterly direction along the southeast line of Hall Street and said curve to the right at an arc length of 143.42 feet to a ½ inch iron rod set for a corner;

THENCE S 44°48'00" W (bearing basis) along and leaving a wooden fence a distance of 241.20 feet to a ½ inch iron rod set for a corner on the northeast line of Kaufman Street;

THENCE N 45°12'00" along the northeast line of Kaufman Street, a distance of 354.21 feet returning the Point of Beginning and containing 1.999 gross acreage and 1.935 net acres of land.

Exhibit "B"
Description of Parcel B

Being 5.539 acres of land situated in the Herman Heider Survey, Abstract No. 541, City of Seagoville, Dallas County, Texas, and being part of a called 130.102 acre tract of land described in a Deed to Charlotte Lee Taylor, recorded as Instrument No. 20070095728, Deed Records, Dallas County, Texas (DRDCT), and being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS 3963", set for corner at the most eastern corner of said 130.102 acre tract and being near the center of a gravel road:

THENCE South 45°13'24" West, along a southeast line of said 130.102 acre tract and partly with the center of East Simonds Road, a distance of 713.17 feet to an angle point thereof;

THENCE South 45°47'02" West, continuing with said common line, a distance of 196.08 feet to the **POINT OF BEGINNING** of the herein described tract;

THENCE South 45°47'02" West, continuing along last mentioned common line a distance of 470.00 feet, to a point for corner in the northeast line of the proposed future right-of-way of East Farmers Road (100' right-of-way);

THENCE North 45°24'20" West, along the northeast right-of-way line of said East Farmers Road, at 50.01 feet, passing a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS 3963", set for reference in the northwest line of the proposed future right-of-way of East Simonds Road (100' right-of-way), and continuing for a total distance of 513.51 feet, to a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS 3963", set for corner;

THENCE North 45°47'02" East, a distance of 470.00 feet, to a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS 3963", set for corner;

THENCE South 45°24'20" East, at 463.50 feet, passing a 5/8-inch iron rod with a yellow plastic cap, stamped "RPLS 3963", set for reference in the proposed northwest right-of-way line of said East Simonds Road and continuing for a total distance of 513.51 feet, to the **POINT OF BEGINNING** and containing 241,298 square feet, or 5.539 acres of land.

EXHIBIT C

First Amendment to the Restriction Agreement

This **First Amendment to the Restriction Agreement** (“Amendment”) is made as of the Effective Date by and between the City of Seagoville, Texas, (“Seagoville”), a home rule municipality, and Charlotte Lee Taylor, (“Taylor”). Seagoville and Taylor are collectively herein referred to as “Parties” and individually as “Party.”

RECITALS

WHEREAS, the Parties previously entered into that certain *Restriction Agreement* effective October 15, 2018 (“the Agreement”), relating to the use of property exchanged from Seagoville to Taylor; and

WHEREAS, the Agreement provides for a five-year term, and requires the Property be used for the Required Purpose within two years of the Effective Date; and

WHEREAS, the Parties find it in their mutual interest to amend the Agreement to delete the provision requiring the Property to be used for the Required Use within two years; and

WHEREAS, the Parties desire to correct a clerical error found in the Property description, attached as Exhibit A.

NOW, THEREFORE, the Parties agree as follows:

1. Section 3.1 of the Agreement is amended to read as follows:

“Section 3.1 Use of Property. No portion of the Property shall be utilized for any use other than the Required Use. No building shall be constructed, reconstructed, erected, altered, or placed on any portion of the Property other than structures that will be used in conformance with the Required Use.”

2. Exhibit “A” of the Agreement is amended, as provided in the Exhibit “A”, attached hereto and incorporated herein.
3. Except as amended pursuant to Sections 1 and 2, above, the Parties ratify and affirm the Agreement remains in full force and effect without amendment.
4. This Amendment shall be effective when signed by authorized representatives of each of the Parties (“the Effective Date”).

(Signatures on Following Page)

SIGNED AND AGREED this ____ day of _____ 2018.

City of Seagoville, Texas

By: _____
Pat Stallings, City Manager

SIGNED AND AGREED this ____ day of _____ 2018.

CHARLOTTE LEE TAYLOR

By: _____

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

**Exhibit "A" to Restriction Agreement
Description of Parcel A**

BEING a tract or parcel of land situated within Seagoville, of Dallas County, Texas, being part of the Fallon Survey, Abstract No. 489, being the called 2.592 acre tract of land as described in a Warranty Deed from A. Rex Putnam and Lucilla Otis Putnam to Clycerian Byrd Putnam Mitchell as recorded in Volume 137 at Page 1631 of the Deed Records of Dallas County, Texas and being further described as follows:

BEGINNING at a ½ inch iron rod set for a corner at the intersection of the northeast line of Kaufman Street and the southeast line of Hall Street;

THENCE N 48°10'44" E along the southeast line of Hall Street, a distance of 116.39 feet to a ½ inch iron rod set for a corner at the beginning of a curve to the right in the southeast line of said Hall Street, said curve having a central angle of 33°36'23", a radius of 244.52 feet and a chord bearing N 62°46'50" E at a distance of 414.37 feet;

THENCE in the Northeasterly direction along the southeast line of Hall Street and said curve to the right at an arc length of 143.42 feet to a ½ inch iron rod set for a corner;

THENCE S 44°48'00" W (bearing basis) along and leaving a wooden fence a distance of 241.20 feet to a ½ inch iron rod set for a corner on the northeast line of Kaufman Street;

THENCE N 45°12'00" along the northeast line of Kaufman Street, a distance of 354.21 feet returning the Point of Beginning and containing 1.999 gross acreage and 1.935 net acres of land.

Regular Session Agenda Item: 7

Meeting Date: December 3, 2018

ITEM DESCRIPTION:

Receive a presentation from Dr. Don Cole concerning properties for sale in Seagoville.

BACKGROUND OF ISSUE:

The SEDC and City want to publish in digital format the properties that are known to be for sale in Seagoville on the SEDC website. This allows businesses researching Seagoville to visually see where the property is located, how many acres exist and businesses that are located nearby. The SEDC will use the expertise of others to design our website to be effective, attractive and easy to use. The Retail Coach has already designed and placed on our website six properties that are for sale.

FINANCIAL IMPACT:

There will be no financial impact at this time.

RECOMMENDATION:

Staff recommends approval with the use of the Retail Coach, Site Location Partnership and Flyer View to design and implement the process of including the information of the land that is for sale in Seagoville, with the approval of the property owners, on our SEDC website.

EXHIBITS

A. Pictures of properties that are for sale in Seagoville and have property owner's approval.

Regular Session Agenda Item: 8

Meeting Date: December 3, 2018

ITEM DESCRIPTION

A Resolution of the Seagoville Economic Development Corporation Board of Directors approving the terms and conditions of the continuation of the Professional Services Agreement with The Retail Coach, LLC, for the purposes of providing assistance in retail recruitment and development strategy in an amount not to exceed \$20,000; authorizing the board chair to execute the agreement; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

On or about January 8, 2018, the SEDC entered into a Professional Services Agreement with The Retail Coach to provide services to assist SEDC in creating a Seagoville Business Development Strategy. For the last year, the SEDC has worked with The Retail Coach and has been very pleased with the services performed. Following a presentation by The Retail Coach on November 26, 2018, it was the consensus of the Board that the SEDC desires to continue working with The Retail Coach and continuing the Professional Services Agreement for the next twelve (12) months at a cost of \$20,000.

FINANCIAL IMPACT:

The total compensation fee is to be invoiced in two (2) payments of \$10,000.00 each for a total of \$20,000.00.

RECOMMENDATION:

Staff recommends approving the continuation of the Professional Services Agreement with The Retail Coach.

EXHIBITS AND ATTACHMENTS

- | | |
|---------------|--|
| Attachment 1. | Resolution Authorizing the SEDC Board Chair to sign a Professional Services Agreement with The Retail Coach. |
| Exhibit A. | Professional Services Agreement with The Retail Coach |

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. _____

A RESOLUTION OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS APPROVING THE TERMS AND CONDITIONS OF THE CONTINUATION OF THE PROFESSIONAL SERVICES AGREEMENT WITH THE RETAIL COACH, LLC, FOR THE PURPOSES OF PROVIDING ASSISTANCE IN RETAIL RECRUITMENT AND DEVELOPMENT STRATEGY IN AN AMOUNT NOT TO EXCEED \$20,000; AUTHORIZING THE BOARD CHAIR TO EXECUTE THE AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (hereinafter, “SEDC”) desires to continue utilizing the services of The Retail Coach, LLC (hereinafter, the “Professional”) as an independent contractor, and not as an employee, to provide services to assist SEDC in Retail Recruitment and Development Strategy; and

WHEREAS, the Professional desires to render professional services for a second year for SEDC on the terms and conditions set forth in the Professional Services Agreement (hereinafter, “Agreement”), which is attached hereto and incorporated herein as Attachment 1; and

WHEREAS, the SEDC has determined that entering into a one (1) year continuation of the Agreement with the Professional is in the best interest of the City of Seagoville.

NOW, THEREFORE, BE IN RESOLVED BY THE BOARD OF DIRECTORS OF THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION:

SECTION 1. That the SEDC Board of Directors approve the terms and conditions of the continuation of the Professional Services Agreement by and between the SEDC and The Retail Coach, which is attached hereto and incorporated herein as Attachment 1, in an amount not to exceed twenty thousand dollars (\$20,000.00) for retail recruitment and development strategy.

SECTION 2. That upon approval by the City Council, the Board Chair is authorized to execute the Agreement attached hereto as Attachment 1 on behalf of the SEDC.

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, as the law in such cases provide.

DULY PASSED by the Board of Directors of the Seagoville Economic Development Corporation on the 3rd day of December, 2018.

APPROVED:

Jose Hernandez, Board Chair

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, SEDC Attorney
(/cdb 11.29.2018)

November 26, 2018



Retail Recruitment and Development Strategy (Year 2)

PROPOSAL FOR:

Seagoville Economic Development Corporation

PREPARED BY:

**Kelly Cofer, CCIM
President & CEO**

**Aaron Farmer
Senior Vice President**

®

Scope of Services

Phase 1: 2019 Data Update & Cell Phone Analysis

DELIVERABLES:

- 2019 Demographic Update (Retail Trade Area and Community)
- 2019 Retail Gap (Leakage) Analysis
- 2019 Psychographic Report
- **Cell Phone Analysis (On up to 3 locations)**

Phase 2: Identifying Retailers & Developers for Recruitment

The Retail Coach has been successful in recruiting leading retail brands to our client communities for more than 17 years. From Chick-fil-A and In-N-Out Burger to Academy Sports and Costco, our process is driven by providing accurate and current data sets and site-specific information to retailers, brokers, and developers. We target national and regional retail brands that are a good fit for the community.

DELIVERABLES:

- Target list of retailers
- Target list of real estate developers
- Target list of retail brokers

Phase 3: Marketing & Branding

Our team creates marketing materials to use at conferences or send to retailers, developers, and brokers that may be interested in your community. Customized marketing pieces include a Retail Market Flyer, Retailer & Developer Feasibility Packages, Online Data Dashboard & Interactive Map, and other materials to ensure you have all the information needed to bring retailers and developers to the community.

DELIVERABLES:

- Retailer-Specific Feasibility Studies
- Developer Opportunity Package
- Broker Opportunity Package
- Updated Site Profiles

Scope of Services

Phase 4: Recruiting Retailers & Developers

While current, accurate data is essential, one of the most important components of a retail strategy is proactive recruitment. Since recruitment is a process, not an event, The Retail Coach is actively engaged in retailer and developer recruitment efforts starting day-one and continuing over a 12-month period to ensure success. A recruitment status report is provided with retailer and developer responses resulting from our continued recruitment activities.

DELIVERABLES:

- Proactive Recruitment of Retailers and Developers, including phone calls, emails, and site visits
- Recruitment Update Summary including contact information
- Bi-Monthly Communication
- Retail Conference Representation

Phase 5: Coaching & Ongoing Support

We become part of your team to help you have long-term retail recruitment success. By providing ongoing coaching and support, we are able to help ensure that your team is successful in recruiting new retailers and developers.

DELIVERABLES:

- Ongoing coaching and support for your team through the duration of our working agreement
- A dedicated point of contact will be available when you have questions, ideas, or needs
- Access to GIS mapping and current data and statistics on your community

PROJECT EXPECTATIONS

Timeline & Pricing



PROJECT TIMELINE

The Retail Coach is available to begin work immediately upon agreement of terms with a project duration of 12 months.

Project Pricing

Work Fees

The total fee for completion of this work is **\$20,000** payable in two installments:

- a) **\$10,000** upon execution.
- b) **\$10,000** upon completion of all 2019 reports, marketing materials, and second round of recruitment.

**Work fees are payable within 30 days of receiving invoice.*

Signatures

The Retail Coach

_____ Date _____

C. Kelly Cofer

Seagoville Economic Development Corporation

_____ Date _____



PLEASE CONTACT:

Aaron Farmer
Senior Vice President
The Retail Coach
Ph. 662.231.0608
Fx. 662.844.2738

**BETTER RETAIL.
BETTER COMMUNITIES.**



Consent Session Agenda Item: 9

Meeting Date: December 3, 2018

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for November 19, 2018.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for November 19, 2018

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS:

November 19, 2018 City Council Work Session Meeting minutes
November 19, 2018 City Council Regular Session Meeting minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
NOVEMBER 19, 2018**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:32 p.m. on Monday, November 19, 2018, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Alexis Allen, Finance Director Patrick Harvey, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

A. Discuss Regular Session Agenda Items

1. Consider approving City Council Meeting minutes for October 30, 2018 and November 5, 2018. (City Secretary)

No questions.

4. Discuss and Consider adopting a reimbursing Resolution for the FY 2019 bonds (Finance Director)

Finance Director Harvey stated this Resolution is adopting a reimbursing Resolution for the FY 2019 bonds. Council approved bond financing for the following projects: street improvements, acquisition of an emergency communications system, and the Woodside drainage project occurred during the FY-2019 budget process. The anticipated date of the bond sale is the summer of 2019; however, the City will incur expenditures for the aforementioned projects prior to the bond sale. Approval of the reimbursing resolution will allow the City to position itself to pay advance expenditures and reimburse itself from the future bond proceeds.

No questions.

5. Discuss and consider declaring a vacancy for the veterinarian position on the Animal Shelter Oversight Committee and a new application (City Secretary)

City Secretary Jackson stated the Animal Control Ordinance requires a licensed veterinarian to serve on the Animal Control Oversight Committee. Dr. Ronnie Mohr in the City of Seagoville informed the board on October 16, 2018 that he would no longer be able to serve as the board veterinarian. Staff contacted other veterinarians and Dr. Karen Williams, whose office is located in Forney, is willing to serve. She is qualified to serve as the licensed veterinarian on the Animal Oversight Committee due to her having a customer base from Seagoville.

No questions.

6. Discuss and consider approving a Resolution of the City of Seagoville, Texas, ratifying emergency repairs of a collapsed manhole; and authorizing the City Manager to make payment to Willco Underground, LLC in an amount not to exceed \$54,987.36; and authorizing payment to Barco Pump in an amount not to exceed \$58,875.50, for a total combined amount of \$113,862.86; and providing an effective date (Water Utilities Director)

Water Utilities Director DeChant stated there was a major issue on U.S. Highway 175 and Staff contacted Halff Associates Inc., for recommendations to repair a collapsed manhole. Halff Associates Inc., recommended Willco Underground for the repairs and Barco Pump for equipment rental. This Resolution is to ratify and allow the City Manager to authorize payment for the repair to the collapsed manhole.

City Manager Stallings stated this was an emergency repair.

No questions.

Adjourned at 6:37 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
NOVEMBER 19, 2018**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:01 p.m. on Monday, November 19, 2018, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor	
Jon Epps	Mayor Pro Tem	Absent
Jose Hernandez	Councilmember	Absent
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, Finance Director Patrick Harvey, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

Invocation – *Invocation was led by Mayor Childress.*

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

Mayor’s Report – *Mayor Childress wished everyone a blessed and Happy Thanksgiving.*

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 October 30, 2018 and November 5, 2018. (City Secretary)

Motion to approve City Council Meeting minutes for October 30, 2018 and November 5, 2018 – Magill, seconded by Howard; motion passed with all ayes. 5/0

REGULAR AGENDA-

2. Discuss and consider approving a Resolution of the City of Seagoville, Texas, canvassing and declaring the results from a Special Election held on November 6, 2018; approving the Election results and resolving other matters incident and related to the Election; and providing an effective date (City Secretary)

Una Resolucion de la Ciudad de Seagoville, Tejas, haciendo un escrutinio y declarando los resultados de una Eleccion Especial sostenida el dia 6 de Noviembre del 2018; aprobar los resultados de las Elecciones y resolver otros asunto incidente y relacionados con la Eleccion; y proporcionando una fecha efectiva

Motion to approve a Resolution of the City of Seagoville, Texas canvassing and declaring the results from a Special Election held on November 6, 2018; approving the Election results and resolving other matters incident and related to the Election; and providing an effective date- Fruin, seconded by Magill; motion passed with all ayes. 5/0

3. Discuss and consider approving an Ordinance of the City Council amending the Home Rule Charter of the City of Seagoville, Texas, as authorized by an election held on November 6, 2018; providing to amend Article III, “The City Council”, Section 3.01 ‘Mayor and City Council Members’ to repeal Subsection (F) in its entirety; providing a repealing clause; providing a severability clause; providing the City Secretary to certify and file with the Secretary of State; and providing an effective date (City Secretary)

Motion to approve an Ordinance of the City Council amending the Home Rule Charter of the City of Seagoville, Texas, as authorized by an election held on November 6, 2018; providing to amend Article III, “The City Council”, Section 3.01 ‘Mayor and City Council Members’ to repeal Subsection (F) in its entirety; providing a repealing clause; providing a severability clause; providing the City Secretary to certify and file with the Secretary of State; and providing an effective date –Magill, seconded by Howard; motion passed with all ayes. 5/0

4. Discuss and Consider adopting a reimbursing Resolution for the FY 2019 bonds (Finance Director)

Motion to approve adopting a reimbursing Resolution for the FY 2019 bonds – Magill, seconded by Howard; motion passed with all ayes. 5/0

5. Discuss and consider declaring a vacancy for the veterinarian position on the Animal Shelter Oversight Committee and a new application (City Secretary)

Motion to declare a vacancy for the veterinarian position on the Animal Shelter Oversight Committee and appoint Dr. Karen Williams to the veterinarian position – Howard, seconded by Magill; motion passed with all ayes. 5/0

6. Discuss and consider approving a Resolution of the City of Seagoville, Texas, ratifying emergency repairs of a collapsed manhole; and authorizing the City Manager to make payment to Willco Underground, LLC in an amount not to exceed \$54,987.36; and authorizing payment to Barco Pump in an amount not to exceed \$58,875.50, for a total combined amount of \$113,862.86; and providing an effective date (Water Utilities Director)

Motion to approve a Resolution of the City of Seagoville, Texas, ratifying emergency repairs of a collapsed manhole; and authorizing the City Manager to make payment to Willco Underground, LLC in an amount not to exceed \$54,987.36; and authorizing payment to Barco Pump in an amount not to exceed \$58,875.50, for a total combined amount of \$113,862.86; and providing an effective date – Magill, seconded by Fruin; motion passed with all ayes. 5/0

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

Councilmember Magill expressed appreciation to Staff concerning the Seagoville Road repairs.

Councilmember Howard agreed with Councilmember Magill concerning the Seagoville Road repairs.

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

None.

Adjourned at 7:07 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 10

Meeting Date: December 3, 2018

ITEM DESCRIPTION:

Receive a presentation from J.C. Burciaga with Provident Realty.

BACKGROUND OF ISSUE:

FINANCIAL IMPACT:

RECOMMENDATION:

EXHIBITS:

Regular Session Agenda Item: 11

Meeting Date: December 3, 2018

ITEM DESCRIPTION

Discuss and consider approving an Ordinance of the City Council of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 21, "Building Regulations", amending Article 21.09, "Signs", by repealing Division 1, "Generally" in its entirety and replacing with a new Division 1, "Generally", to amend the sign regulations of the City; providing a repealing clause; providing a severability clause; providing a penalty clause; and providing an effective date.

BACKGROUND OF ISSUE:

For several years the City has worked on, but never completed, creating a new ordinance for signs in the City of Seagoville. While there are currently regulations in place under Article 21.09, "Signs", of the Code of Ordinances, the provisions set forth therein are antiquated, conflicting, and need clarification. Therefore, staff has had a difficult time when trying to permit, enforce, and/or regulate signs within the City.

On or about October 30, 2018, the City Council held a workshop wherein staff submitted new rules, regulations and guidelines for signage in the City. Based on the information obtained from said workshop, an Ordinance providing for a new Article 21.09, and repealing the old, has been prepared for your consideration. Staff recommends approval of the Ordinance and believes the new Ordinance provides clearer, up-to-date rules and regulations for signage that will ensure consistency in the permitting, enforcing and regulating of the same.

FINANCIAL IMPACT:

N/A

EXHIBITS

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 21, "BUILDING REGULATIONS", AMENDING ARTICLE 21.09, "SIGNS", BY REPEALING DIVISION 1, "GENERALLY" IN ITS ENTIRETY AND REPLACING WITH A NEW DIVISION 1, "GENERALLY", TO AMEND THE SIGN REGULATIONS OF THE CITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville finds the development and enforcement of sign regulations is in direct relation to maintaining property values and to the protection of health, safety, welfare of the general public, and

WHEREAS, the City Council of the City of Seagoville finds that allowing for appropriate signage may enhance property values and sales revenues for the corporate citizens of the City of Seagoville, and

WHEREAS, the City Council of the City of Seagoville finds that providing for the control and regulations of signs, advertising and merchandise display with safeguards to protection of health, safety and welfare of the general public may further the Council's responsibility to guard the same; and

WHEREAS, the City Council of the City of Seagoville finds it to be in the public interest to adopt a revision to the City's sign regulations that amends and reorganizes certain provisions.

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

SECTION 1. That the Code of Ordinances of the City of Seagoville, Texas is amended by amending Chapter 21, "Building Regulations", Article 21.09, "Signs", by repealing Division 1, "Generally" in its entirety, and replacing with a new Division 1, "Generally", to read as follows:

"CHAPTER 21 - BUILDING REGULATIONS

....

ARTICLE 21.09 SIGNS

Division 1. Generally

Sec. 21.09.001 Title, purpose and objectives

(a) Title. These regulations shall be known as the city sign ordinance or the city sign code, may be cited as such, and may be referred to herein as "this article."

(b) Purpose and objectives. Signs use private land near the public rights-of-way to inform and persuade the general public by publishing a message. This article provides standards for the erection and maintenance of private signs. All private signs that are not exempt as provided below shall be erected and maintained in accordance with these standards. The general objectives of these standards are to promote and protect the health, safety, welfare, convenience and enjoyment of the public, and in part, to achieve the following objectives:

- (1) Safety. To promote and protect the safety of persons and property by providing that signs:
 - (A) Do not create a hazard due to collapse, fire, collision, decay or abandonment;
 - (B) Do not obstruct firefighting or police surveillance; and
 - (C) Do not create traffic hazards by confusing or distracting motorists, or by impairing the driver's ability to see pedestrians, obstacles or other vehicles, or to read traffic signs, other traffic- control and safety devices, or emergency vehicles.
- (2) Communication efficiency. To promote the efficient transfer of information in sign messages by providing that:
 - (A) Those signs which provide messages and information most needed and sought by the public are given priorities;
 - (B) Businesses and services may identify themselves;
 - (C) Customers and other persons may locate a business or service;
 - (D) No person or group is arbitrarily denied the use of the sight lines from the public rights-of- way; and
 - (E) Persons exposed to signs are not overwhelmed by the number of messages presented and are able to exercise freedom of choice to observe or ignore said messages, according to the observer's purpose.
- (3) Landscape quality and preservation. To protect the public welfare and to enhance the appearance and economic value of the cityscape, by providing that signs:
 - (A) Do not interfere with scenic views;
 - (B) Do not create a nuisance to persons using the public rights-of-way;
 - (C) Do not create a nuisance to occupancy of adjacent and contiguous property by their brightness, size, height or movement; and
 - (D) Are not detrimental to land or property values.

Sec. 21.09.002 Administration and jurisdiction

(a) Jurisdiction and applicability. This article shall be applied to all areas within the corporate limits of the city, as such limits may be changed from time to time, and to those areas within the city's extraterritorial jurisdiction (ETJ), as such areas may also be changed from time to time, as allowed by law.

- (1) All signs erected, constructed, installed or otherwise placed after the effective date of this article shall be in full conformance with all standards and regulations herein.
- (2) Signs which were in existence and in place on the effective date of this article, and which meet all provisions of this article, shall be classified as conforming signs.
- (3) Signs which were lawfully installed in compliance with all city codes and ordinances that were applicable at the time of installation, but that do not comply with one or more provisions of this article and/or other applicable codes or ordinances of the city (such as specific signage regulations in the city zoning ordinance) that were adopted after such signs were installed shall be classified as nonconforming signs (see section 21.09.014).

(b) Regulations not intended to permit violation. The regulations of this article are not intended to permit any violation of the provisions of any other lawful ordinance or of any state law.

(c) Conflicting regulations. In the event of any conflict between the provisions of this article and any other city code or ordinance the more restrictive regulation shall apply.

(d) Administrative official. The provisions of this chapter shall be administered and enforced by the building official (or designated representative) of the city. For such purposes, the building official (or designated representative) shall have the powers of a law enforcement officer.

(e) Inspections.

- (1) All signs for which a permit is required shall be subject to inspection by the city.
- (2) Footing inspections (as by a licensed structural engineer) may be required by the city for all signs having footings.
- (3) All signs containing electrical wiring shall be subject to the provisions as provided in the Code of Ordinances, and the electrical components used shall bear the label of, and shall comply with, the applicable regulations. Any electrical signs or devices that are located within reach of persons shall be protected by wire glass, safety glass, a metal locked box, or other approved safety method.
- (4) The city may order the revocation of any sign permit and/or the removal of any sign that is not maintained in accordance with the provisions of this article.
- (5) The city has the authority to inspect annually, or at such other times as it deems necessary, each sign regulated by this article for the purpose of ascertaining whether

the sign is secure or insecure, whether it still serves a useful purpose, and whether it is in need of removal or repair.

(f) Right of entry. Whenever necessary to make an inspection to enforce any of the provisions of this article, or whenever the building official (or his/her authorized representative) has reasonable cause to believe that there exists in any building or upon any premises any condition or code violation which makes such building or premises unsafe, dangerous or hazardous, the building official (or his/her authorized representative) may enter such building or premises at all reasonable times to inspect the same or to perform any duty imposed upon the building official by this article; provided that, if such building or premises are occupied, he shall first present proper credentials and request entry; and if such building or premises are unoccupied he shall first make a reasonable effort to locate the owner or other persons having charge or control of the building or premises and request entry. If such entry is refused, the building official (or his/her authorized representative) shall have recourse to every remedy provided by law to secure entry.

(g) Responsible parties. The permittee, owner, agent and/or person(s) having the beneficial use of any sign, the owner(s) of the land or structure upon which any sign is located, the person(s) responding on behalf of such advertising, and the person(s) in charge of erecting any sign are all subject to the provisions of, and compliance with, this article. It is the responsibility of all such parties to be knowledgeable of, and to be in compliance with, all provisions of this article.

(h) Signs not expressly permitted are prohibited. All signs not expressly defined, regulated and permitted under this article are hereby prohibited within the corporate limits of the city, and within the extraterritorial jurisdiction of the city (if applicable by law).

Sec. 21.09.003 Variances

Requests for special exceptions from the strict administration of this article may be sought through the Zoning Board of Adjustment in the same manner as a variance to a zoning regulation. Any such request shall follow the procedures set forth in the city Code of Ordinances. In order for the Board to grant a variance it must find the following facts.

- (1) The requested variance does not violate the intent of this chapter.
- (2) The requested variance will not adversely affect surrounding properties.
- (3) The requested variance will not adversely affect public safety.
- (4) Special conditions exist which are unique to this applicant or property.
- (5) The sign has not been installed prior to obtaining a permit.
- (6) A sign installed without a permit must be removed before a sign variance application can be accepted.

Sec. 21.09.004 Definitions and Regulations

Alter. To change the size, shape, outline, intent, footprint or type of sign.

Animation. Any type of mechanical movement or change of lighting to depict action or to create a special effect or scene.

Area (of a sign). See “sign area.”

Attach. To stick, tack, nail, or otherwise affix a sign to any object; to paint, stencil, write or otherwise mark on an object.

Attached sign. A sign that is attached to, applied to, applied on or supported by any part of a building (such as a wall, window, canopy, awning, arcade, marquee, etc. and specifically) which encloses or covers usable space. This does not include or apply to roof signs which are strictly prohibited.

Awning. A structure hung from the surface of a building, usually stretched over a frame and designed to provide protection from sun, rain, wind and other climatological conditions or to provide decoration to the building facade. An awning is typically composed of canvas, fabric or other similar lightweight material supported and shaped by a metal or wood frame. An awning shall have a minimum clearance of eight (8) feet above any sidewalk/pedestrian travel surface, and fourteen (14) feet above any vehicular parking or circulation surface. It shall be engineered and able to withstand the most recent revision of the latest adopted building code for wind speeds. All awning signs four hundred (400) square feet or larger shall have a flame-retardant certificate.

Awning sign. The copy/artwork on an awning sign shall not exceed the area and size that are allowed for a wall sign on the wall upon which it is attached, and the copy/artwork shall not be illuminated. However, the total area of wall signs and awning signs on any wall surface shall not exceed the area and size allowed for a single wall sign, and any awning sign shall not exceed seventy-five (75) percent of the awning's surface area. An awning and/or awning sign shall have a minimum clearance of eight (8) feet above any sidewalk/pedestrian travel surface, and fourteen (14) feet above any vehicular parking or circulation surface. It shall be engineered and able to withstand the most recent revision of the latest adopted building code for wind speeds. All awning signs four hundred (400) square feet or larger shall have a flame-retardant certificate. All awning signs must comply with the following regulations:

- (1) Maximum height: Height of vertical face only of awning.
- (2) Maximum size/area: Not to exceed seventy-five (75) percent of the awning's vertical surface area.
- (3) Allowed in all nonresidential zoning districts.
- (4) Placement/setbacks: On the vertical face of an awning which provides weather protection, identity, or decoration and is supported by the building the awning is attached to.

- (5) Maximum number: Not applicable.
- (6) Duration: No limit.
- (7) Permit is required.

Banner. A type of portable sign that is generally constructed of lightweight plastic, fabric, or a similar non-rigid material, and that is mounted/tethered to a pole, building or other structure at one or more edges. A banner typically (but not always) exhibits a text message and/or symbol(s) for the business located on the property, or for a product or service provided by that business. Banner signs shall not be utilized as permanent wall signs. National/state or local government flags are not considered banners (see "flag").

- (1) Maximum height: Six feet (6').
- (2) Maximum size/area: Sixty (60) square feet.
- (3) Allowed in all nonresidential, multifamily, townhome and manufactured housing zoning districts, and allowed for any nonresidential use (such as a church, school, day care center, etc.) that is located in an agricultural, single-family or two-family zoning district.
- (4) Placement/setbacks: Must be securely attached (such that the banner does not move, flap, wave, flutter, twirl, etc.) to the vertical face only of a building or a canopy, not to a fence, screening wall, tree, utility pole, permanent sign support, etc.
- (5) Maximum number: One per dedicated street frontage per business.
- (6) Duration. Establishments will be permitted for no more than one banner at a time per site.
- (7) Banners shall advertise specific on-site products, commodity promotions or grand openings, or shall provide leasing information. Banners will not be used for general advertising purposes.
- (8) Banner permits will be valid for a period not to exceed sixty (60) calendar days and additional banner permits for the same location will not be issued for a period of sixty (60) calendar days from the expiration date of the previous permit.
- (9) Banners with expired permits must be removed within two (2) calendar days of the permit expiration or be subject to citations.
- (10) Special Event/Promotion - Any non-residential premises or occupancy may display banner signs containing a message directly relating to a special event/promotion, limited to four (4) Special events/promotions per calendar year. The size of a Special event/promotion banner is limited to sixty (60) square feet. Special Event/Promotion banners may be displayed no more than fourteen (14)

calendar days and must be removed within two (2) calendar days after the conclusion of the Special Event/Promotion. Only one (1) Special event or promotion banner may be displayed on the premises at any one (1) time. The banner shall be located on the face of the building of the business offering the Special event/promotion with property owner's written permission provided to the city at the time the banner permit application is submitted for approval.

- (11) Permit is required. The permit fee(s) may be waived for registered 501(c)(3) non-profit organizations.

Billboard sign. A sign displaying advertising copy that pertains to a business, person, organization, activity, event, place, service and/or product not principally located or primarily manufactured or sold on the premises upon which the sign is located (i.e., off-premises). Billboard signs are prohibited in all zoning districts.

Building line. A line parallel or approximately parallel to the street line and beyond which buildings may not be erected.

Building official. For the purposes of this article, the building official, or other official duly authorized by the city, has the authority to administer and enforce the provisions of this article.

Canopy. A roof-like structure which is supported by free-standing columns or the building to which it is attached, and which is generally open on two or more sides. A canopy shall have a minimum clearance of eight (8) feet above any sidewalk/pedestrian travel surface, and fourteen (14) feet above any vehicular parking or circulation surface. It shall be engineered and able to withstand the most recent revision of the latest adopted building code for wind speeds. All canopy signs four hundred (400) square feet or larger shall have a flame-retardant certificate.

Canopy sign. A canopy sign may be placed, digitally printed, screen printed or has vinyl applied upon or is an integral part of the face of a canopy. All canopy signs 400 square feet or larger shall have a flame-retardant certificate.

- (1) Maximum height: Not to exceed the height of the canopy.
- (2) Maximum size/area: Not to exceed ten (10) percent of the area of the face of the canopy of which it is a part or to which it is attached, or a maximum of twenty-five (25) square feet, whichever is greater. The sign may consist of only the name and/or logo of the business at the location of the canopy. An illuminated stripe may be incorporated into a canopy. The stripe may extend along the entire length of the face of the canopy. The width or thickness of the stripe shall be limited to one-third (1/3) of the vertical dimension of the face of the canopy. The internal illumination of a canopy is limited to the portions of the canopy face upon which a sign or illuminated stripe is permitted.
- (3) Allowed in all nonresidential zoning districts.
- (4) Placement/setbacks: On the vertical face only of a canopy; minimum vertical clearance of eight (8) feet above any sidewalk/pedestrian travel surface, and fourteen

(14) feet above any vehicular parking or circulation surface.

- (5) Maximum number: One (1) per canopy face.
- (6) Duration: No limit.

Changeable message sign (also reader board sign). A wall-mounted or free-standing sign (or a portion of a larger sign) that describes and advertises things such as movie listings, fuel pricing, dining and product or service specials, welcome greetings, etc., with manually interchangeable letters and symbols; includes non-electronic bulletin boards and theater marquees; **not a “message center”**.

- (1) Maximum height: See standard for the type of sign it is part of (monument sign, pole/pylon sign, wall sign, etc.).
- (2) Maximum size/area: See standard for the type of sign it is part of (monument sign, pole/pylon sign, wall sign, etc.).
- (3) Allowed. See standard for the type of sign it is part of (monument sign, pole/pylon sign, wall sign, etc.).
- (4) Placement/setbacks: See standard for the type of sign it is part of (monument sign, pole/pylon sign, wall sign, etc.).
- (5) Maximum number: One (1) per property/lot.
- (6) Duration: No limit.
- (7) Permit is required.

Commercial message. Any type of copy that, directly or indirectly, names, advertises or otherwise calls attention to a business, product, service or other commercial or for-profit activity.

Conforming sign. A sign that was in existence and in place on the effective date of this article, and which meets all provisions of this article.

Construction sign. A temporary, accessory sign identifying the property owner, architect, contractor, engineer, landscape architect, decorator and/or mortgagee engaged in the design, construction and/or improvement of the premises upon which the sign is located. Construction signs may be erected in non-residential and residential zoning districts and shall not exceed thirty-two (32) square feet in size and a maximum height of fifteen (15) feet. The required setback for a construction sign shall be twenty (20) feet from the front property line, and construction signs are limited to one (1) per street front. A construction sign may be erected and maintained only during the duration of construction and shall be removed prior to the issuance of a Certificate of Occupancy or, in the case of a residential dwelling, prior to the final building inspection.

Copy. Letters, characters, illustrations, logos, graphics, symbols, writing or any combination

thereof, that is intended to communicate information of any kind, or to advertise, announce or identify a person, entity, business, business product or service, or to advertise the sale, rental or lease of the premises.

Copy area. The area of the sign containing any copy, including the area between the separate lines and letters of text and the area between text and any symbol, illustration, logo or graphic.

Damaged, dilapidated or deteriorated condition. Dilapidated or deteriorated condition shall include instances where:

- (1) Elements of the surface or background can be seen, as viewed from a normal viewing distance (i.e., the intended viewing distance), to have portions of the finished material or paint flaked, broken off, missing and/or otherwise not in harmony with the rest of the surface;
- (2) The structural support or frame members are visibly bent, broken, dented or torn;
- (3) The sign panel is visibly cracked or, in the case of wood and similar products, splintered in such a way as to constitute an unsightly or harmful condition;
- (4) The sign and/or its elements are twisted or leaning or at angles other than those at which it was originally erected (such as may result from being blown by high winds or from the failure of a structural support);
- (5) The message or wording can no longer be clearly read by a person with normal eyesight under normal viewing conditions; or
- (6) The sign and/or its elements are not in compliance with the requirements of the Code of Ordinances of the city.

Decorative display. See “Promotional flags/pennants” and “Promotional signage.”

Development signs. A temporary, accessory sign identifying the name and general nature of the development project that is being constructed on the premises upon which the sign is located. Such signs must relate only to the property on which they are located.

- (1) Maximum height: Twenty feet (20').
- (2) Maximum size/area: One hundred (100) square feet.
- (3) Allowed in all zoning districts.
- (4) Placement/setbacks: Thirty feet (30') from any property or right-of-way line.
- (5) Maximum number: One per project or one (1) per fifty (50) acres of total project size.
- (6) Duration: Until project is ninety percent (90%) complete. In the case of a commercial project, "ninety (90) percent complete" means when a Certificate of Compliance is issued for a shell building. For a residential project, "ninety (90) percent complete"

means when ninety (90) percent of the subdivision is permitted.

- (7) Permit is required.

Directional sign (on-site). A sign designated specifically for the purpose of directing or providing guidance to vehicular and/or pedestrian traffic on private property. The sign will be allowed to have names/logos and arrows showing direction. Examples include, but are not limited to, signs with or without a directional arrow and wording such as “Entrance,” “Exit,” “Visitor Parking,” “Customer Service Department,” “One-Way,” “Leasing Office This Way,” etc.

- (1) Maximum height: Three feet (3').
- (2) Maximum size/area: Eight (8) square feet.
- (3) Allowed in all multifamily, single-family attached, manufactured home, and nonresidential zoning districts.
- (4) Placement/setbacks: Five feet (5') from any property or right-of-way line.
- (5) Maximum number: No limit.
- (6) Duration: No limit.
- (7) Permit is not required.

Directory sign (on-site). A sign used for the purpose of directing vehicular and/or pedestrian traffic to specific occupants/businesses on private property (i.e., within shopping centers, industrial parks, retail districts, office complexes and commercial sites). Sign will be allowed to advertise corporate logos other than the names of occupants/businesses and arrows directing traffic to those locations. Can be freestanding or wall-mounted.

- (1) Maximum height: Same as for monument sign if freestanding.
- (2) Maximum size/area: Eighteen (18) square feet if freestanding; eight (8) square feet and placed adjacent to the building’s primary entrance at the ground level if wall-mounted.
- (3) Allowed in all multifamily, single-family attached, manufactured home, and nonresidential zoning districts.
- (4) Placement/setbacks: Ten feet (10') from any property or right-of-way line for freestanding or monument-style.
- (5) Maximum number: One (1) per property/lot, or one (1) per twenty-five (25) acres (or portion thereof) for a development that is over twenty-five (25) acres in size.
- (6) Duration: No limit.

- (7) Permit is required.

Easement. An area restricted on private property where the city or a public utility has the right to remove and keep removed all or part of any buildings, fences, trees, shrubs and other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems within said easements. The city and public utilities have the right of ingress and egress to and from and upon easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of their respective systems without the necessity at any time of procuring the permission of anyone.

Electronic Message Sign.

- (1) Signs may be illuminated. Signs shall have no flashing copy or lights; revolving beacon lights; chasing, blinking, or stroboscopic lights; or, fluttering, undulating, swinging, or otherwise moving parts.
- (2) Electronic message signs are allowed.
 - (A) A maximum of 70% of the sign face may be devoted to changeable sign copy.
 - (B) Changeable message copy signs may not be used to display commercial messages relating to products or services that are not offered on the premises.
 - (C) Any marquee signs that are illuminated by artificial light or projects an electronic message through a changeable copy sign that is within 400 feet of a residence, park, playground, or scenic area as designated by a governmental agency having such authority shall not be lighted between the hours of 10:00 p.m. and 6:00 a.m.
 - (D) Such signs shall not exceed a brightness level of 0.3-foot candles above ambient light. In all zoning districts such signs shall come equipped with automatic dimming technology, which automatically adjusts the sign's brightness based on ambient light.
 - (E) A permit is required.

Erect. To build, construct, attach, hang, place, suspend or affix, and shall also include the painting of signs on any surface, including the exterior surface of a building or structure.

Facade or elevation. Any separate face of a building, including parapet walls and any other part of a building which encloses or covers usable space that is not classified as the roof. Where separate facades are oriented in the same direction or in directions within 45 degrees of one another, they are to be considered as part of a single facade.

Face panel or surface. A surface(s) of the sign upon, against or through which the message is displayed or illustrated on the sign.

Flag (official). A fabric, banner or bunting containing distinctive colors, patterns, words and/or insignia which is used as a symbol for a government, political subdivision or some other professional, religious, educational or non-profit entity, provided that such device is displayed for non-commercial (i.e., not-for-profit) purposes.

Flyer. Any advertising circular or piece that is affixed, glued, nailed, stapled or otherwise attached to a pole, fence, building or other structure.

For sale, rent or lease sign. See “Real estate sign.”

Free-standing sign. Any type of sign that is placed on or anchored in the ground, and that is structurally independent of any building or other structure. All types of freestanding signs require a permit (unless otherwise provided in this article for a specific type of freestanding sign). All types of freestanding signs shall be located entirely on private property and not within any public right-of-way or easement.

Garage Sale Sign. Any temporary, promotional sign for the occasional (i.e., not on-going) sale of personal household goods, typically displayed in a residential area or on the property of a non-profit organization. Off-premises garage sale signs are permitted, provided they have the address of the sale upon them, they are self-supporting, and they are not placed within public rights-of-way or mounted upon public/utility structures (e.g., telephone poles, street light standards, street sign poles, public buildings, etc.) or on trees, fences, etc.

- (1) Maximum Height: Five (5) feet.
- (2) Maximum Size/Area: Four (4) square feet.
- (3) Zoning Permitted: In all districts.
- (4) Placement: On private property (off-premises signs require the property owner's permission); cannot be mounted on public/utility structures or within public rights-of-way or easements.
- (5) Maximum Number: One (1) on the property having the sale; no more than five (5) off-site.
- (6) Duration: From 5:00 p.m. the day before the sale, until 8:00 a.m. the day after the sale. A fine will be assessed for each off-site garage sale sign left after 8:00 a.m. on the required removal date.
- (7) Permit is required.

Gaseous tubing. Exposed tubes which contain inert luminescent gases including, but not limited to, neon, argon and krypton.

Highway sign. A free-standing off-premises sign, or billboard, that is located within six hundred and sixty feet (660') of any state or federal highway right-of-way, and that is visible from such highway, and that requires an outdoor advertising license from the state department of

transportation. New highway signs or billboards are prohibited and shall not be allowed in any zoning district.

Human sign. A sign held by or attached to a human being who stands or walks on the ground, at a business location (*on-premise only*). A human sign includes a person dressed in costume, for the purposes of advertising or otherwise drawing attention to an individual, business, commodity, service, activity, or product on the premises where the human sign is located.

- (1) No sign permit is required.
- (2) Human signs may not be off-premise from where a promotion, sale, event or the like takes place. Podiums, risers, stilts, vehicles, roofs, or other structures or devices shall not support a human sign.
- (3) Human signs may be displayed only during normal business hours each and every continuing calendar day until the promotion, sale, special event, or the like has ended.
- (4) Human signs shall at all times remain outside of the roadways at or about the premise where the human sign is located, and shall refrain from interfering with, distracting or interfering with traffic on and about the roadways as well as pedestrian traffic on and about the sidewalk(s), if any.

Identification Sign. A sign which is used to identify the name of a retail shopping center, of a business park, or an industrial, commercial or office center.

Illegal sign. A sign that was erected in violation of any regulation applicable at the time of erection of such sign, including lack of a required permit.

- (1) *Illegal conforming sign.* A sign erected within the city or its ETJ that meets all provisions of this article but does not have a required permit.
- (2) *Illegal nonconforming sign.* A sign erected within the city or its ETJ that does not meet all provisions of this article and does not have a required permit (also deemed a “premature sign” or an “unauthorized sign” unless deemed by the city as an “illegal conforming sign”).

Illuminated Sign. A sign which has characters, letters, figures and/or designs that are illuminated by electric lights, luminous tubes or other means, and that are specifically placed to draw attention to, or to provide nighttime viewing of, the subject matter on the sign face.

Incidental Sign. A small sign of a noncommercial nature which is intended primarily for the convenience of the public. Included are signs designating restrooms, address numbers, hours of operation, entrances to buildings, public telephones, directions to locations, "Help Wanted" signs, civic organizations, and so forth. Also included in this group of signs are those designed to guide or direct pedestrians or vehicular traffic to an area or place on the premises of an office building or a business development by means of a directory designating names and addresses only (see "Directional Sign").

- (1) Maximum height: Not applicable.
- (2) Maximum size/area: Three (3) square feet.
- (3) Allowed in all single-family attached, multifamily, manufactured home and nonresidential zoning districts.
- (4) Placement/setbacks: On the vertical face only of a building, in a window, or on a gate or fence.
- (5) Maximum number: No limit.
- (6) Duration: No limit.
- (7) Permit is not required.

Inflatable Sign. A portable, hollow sign expanded or enlarged by the use of air, gas or lighter-than-air gas.

- (1) A permit is required and must be obtained prior to placement of an inflatable sign.
- (2) The sign must be set back a minimum of 10 feet from any property line.
- (3) A permit holder will be allowed to place one sign for three, 10-day periods per calendar year. Periods may not run consecutively.
- (4) Placement of signs on City right-of-way is prohibited.
- (5) Signs and their anchors or attachments shall not be placed in such a way as to create a traffic hazard.
- (6) Signs must be securely anchored to the pavement or ground.

Informational sign (on-site). A sign used for the purpose of directing vehicular and/or pedestrian traffic to specific occupants/businesses on private property (i.e., within shopping centers, industrial parks, retail districts, office complexes and commercial sites). Sign will be allowed to advertise corporate logos other than the names of occupants/businesses and arrows directing traffic to those locations. Can be freestanding or wall-mounted.

- (1) Maximum height: Same as for monument sign if freestanding.
- (2) Maximum size/area: Eighteen (18) square feet if freestanding; eight (8) square feet and placed adjacent to the building's primary entrance at the ground level if wall-mounted.
- (3) Allowed in all multifamily, single-family attached, manufactured home, and nonresidential zoning districts.

- (4) Placement/setbacks: Ten feet (10') from any property or right-of-way line; must be monument- style only.
- (5) Maximum number: One (1) per property/lot, or one (1) per twenty-five (25) acres (or portion thereof) for a development that is over twenty-five (25) acres in size.
- (6) Duration: No limit.
- (7) Permit is required.

Kiosk Sign. Multi-user directional or location sign constructed in the right-of-way, on- or off-premises, containing individual panels of a prescribed size for that particular kiosk, with each panel to contain an individual business logo, name or message, and, when appropriate, a directional arrow and/or distance indicator to the advertised business.

- (1) Kiosk signs must be designed and constructed according to the specifications contained in the license agreement approved by the City Council.
- (2) Prior to erecting any kiosk sign the licensee shall submit a sign location map to the building department for approval.
- (3) Kiosk signs shall include breakaway design features as required for traffic signs in the street rights-of-way.
- (4) Price information is prohibited on kiosk signs.
- (5) No signs, pennants, flags or other devices for visual attention of other appurtenances shall be attached to kiosk signs.
- (6) Individual sign panels on kiosk signs shall have a uniform design and color.
- (7) Kiosk signs shall not interfere with the use of sidewalks, walkways, bike and hiking trails; shall not obstruct the visibility of motorist, pedestrians, or traffic control signs; shall not be installed in the immediate vicinity of street intersections and shall comply with the any visibility triangle as dictated by the city.
- (8) No kiosk sign plaza or sign panel shall be installed within the right-of-way of a state highway without written authorization from the Texas Department of Transportation.
- (9) All kiosk signs shall be maintained in "like new" condition and shall be free of grass and weeds in surrounding vicinity.
- (10) The agreed upon license shall be consistent and comply with this ordinance.

Legal sign. A sign that, when erected, has met all city codes and ordinances pertaining to signs.

Logo. A formalized design or insignia (i.e., symbol) of a company or product, which is commonly used in advertising to identify that company or product.

Lot. Land occupied or to be occupied by a building and its accessory building and including such open spaces as are required under this article and having its principal frontage upon a public street or officially approved place.

Lot lines. The lines defining the limits of a parcel, lot, tract, or ownership.

Menu board. An on-site display of menu items, hours of operation, special upcoming events, and other business-specific information that is utilized by restaurant and entertainment establishments. Can be wall-mounted near the establishment's primary entrance, or can be freestanding at a drive-in or drive-through food service establishment, and may or may not have a speaker and/or an electronic visual order display board or panel that verifies what the patron is ordering at the drive-through.

- (1) Maximum height: Seven feet (7') if freestanding; top edge seven feet (7') above sidewalk grade if wall-mounted.
- (2) Maximum size/area: Thirty-two (32) square feet if freestanding; four (4) square feet if wall-mounted.
- (3) Allowed in retail, commercial and industrial zoning districts only.
- (4) Placement/setbacks: If freestanding, near rear of main building, and outside of all front, side and rear building setbacks; can be all changeable copy but only a maximum of four (4) square feet can be animated (at the order placement/confirmation speaker board only); if wall-mounted, must be placed near the primary entrance.
- (5) Maximum number: If standing [freestanding], two (2) allowed per establishment (only one of which may have a speaker and/or an electronic visual order display board or panel), except for drive-in style restaurants, which may have one menu board (with or without a speaker and/or an electronic visual order display board or panel) per parking stall, plus up to two menu boards (only one of which with a speaker and/or an electronic visual order display board or panel) for a drive-through lane; if wall-mounted, one (1) allowed per business.
- (6) Duration: No limit.
- (7) Permit is required.

Model Home Sign. A sign identifying model homes or a model home park, including home sales offices.

- (1) Maximum height: Six feet (6').
- (2) Maximum size/area: Sixteen (16) square feet.
- (3) Allowed in all single-family and multi-family residential zoning districts.

- (4) Placement/setbacks: Ten feet (10') from any property or right-of-way line or fifty percent (50%) of front setback. The sign shall be placed outside of any sight triangle on a corner lot.
- (5) Maximum number: One (1) per premises (each builder within a development may have one model home sign on each model home lot).
- (6) Duration: Until premises where sign is located are sold.
- (7) Permit is required.

Monument sign. A freestanding sign having a low profile and made of stone, concrete, decorative metal, brick or similar materials which is designed to complement the architecture of the building or complex on the premises where the sign is located. A monument sign shall be solid from the ground up. All poles and supports shall be concealed. The ground upon which a monument sign is located may be bermed up (or designed as a raised planter with heavy evergreen landscaping to conceal the planter on all sides) a maximum of two feet (2') from the top of the adjacent street curb.

- (1) Properties with multiple tenants such as shopping centers and office buildings with multiple tenants or businesses:
 - (A) Maximum height: Ten (10) feet, including the monument base, as measured from the average ground level at the base to the topmost portion of the sign.
 - (B) Maximum size/area: One hundred twenty-five (125) square feet.
 - (C) Allowed in all zoning districts.
 - (D) Placement/setbacks: Fifteen feet (15') from any property or right-of-way line; up to one-half (1/2) of a monument sign's allowable size/area can be devoted to a non-electronic changeable copy sign, or up to one-quarter (1/4) of its allowable size/area can be devoted to an electronic message center that shows only time/temperature or motor fuel pricing and that does not change message more frequently than once per five (5) seconds, provided the sign is located in a nonresidential zoning district, is within twenty-five feet (25') of the street right-of-way line, and outside of any sight triangle on a corner lot.
 - (E) Maximum number: One (1) per property/lot, or two hundred fifty feet (250') from another monument sign (measured along street right-of-way).
 - (F) Duration: No limit
 - (G) Permit is required.
- (2) Properties with single tenants such as businesses located on individually platted land, pad sites within a shopping center, apartment buildings, schools, and other nonresidential uses:

- (A) Maximum height: Eight (8) feet, including the monument base, as measured from the average ground level at the base to the topmost portion of the sign.
- (B) Maximum size/area: Eighty (80) square feet.
- (C) Allowed in all zoning districts.
- (D) Placement/setbacks: Fifteen feet (15') from any property or right-of-way line; up to one-half (1/2) of a monument sign's allowable size/area can be devoted to a non-electronic changeable copy sign, or up to one-quarter (1/4) of its allowable size/area can be devoted to an electronic message center that shows only time/temperature or motor fuel pricing and that does not change message more frequently than once per five (5) seconds, provided the sign is located in a nonresidential zoning district, is within twenty-five feet (25') of the street right-of-way line, and outside of any sight triangle on a corner lot.
- (E) Maximum number: One (1) per property/lot, or one hundred fifty feet (150') from another monument sign (measured along street right-of-way) on the same property.
- (F) Duration: No limit
- (G) Permit is required.

Municipally owned sign. An official sign which identifies a park, an entrance into the city, a place of interest within the city, a city-sponsored event, or any municipally owned site or facility. A municipally owned sign does not include traffic or street identification/name signs.

Nameplate or occupational. An attached sign that displays only the name or occupation of the owner or occupant of the premises upon which it is erected or placed, and no other information or copy pertaining to the name of the building, business, resident, commercial operation or other activity that is conducted on the site.

Neon sign. A sign or advertising device formed from neon (or other gaseous tubing, such as argon) lamps and/or tubing.

Noncombustible material. Any material which will not ignite at or below a temperature of twelve hundred degrees (1200°) Fahrenheit and will not continue to burn or glow at that temperature, and which would have a flame spread of twenty-five (25) feet or less.

Noncommercial sign. A sign that does not contain any type of commercial (i.e., "for profit") message, and that is not used to convey a commercial message.

Nonconforming sign. A sign that was lawfully installed in compliance with all city codes and ordinances that were applicable at the time of installation, but that does not comply with the provisions of this article and/or other codes or ordinances of the city that were adopted after the sign was installed.

Nonstructural trim. A retainer, molding, batten, capping, nailing strip, latticing, platform or other similar trim component which is attached to the sign or its structure but is not necessary for support and is not part of the sign support or framework.

Obsolete sign. A sign which no longer serves a bona fide use or purpose, including but not limited to signs relating to a product or service no longer available for purchase by the public, and all signs relating to a business which has been closed for at least six (6) months or has moved out of the city.

Obscenity. No person shall display on any sign any obscene or indecent matter as defined by the Texas Penal Code, or any matter soliciting or promoting unlawful conduct. Any sign which does contain any obscene, indecent or immoral matter must be removed within twenty-four (24) hours on notice. The owner or person in control of the property on which the sign is located shall be responsible for compliance with this Section.

Off-premises sign. A sign displaying copy that pertains to a business, person, organization, activity, event, place, service and/or product not principally located or primarily manufactured or sold on the premises upon which the sign is located.

Official sign. A sign erected by a governmental agency within its territorial jurisdiction for the purpose of carrying out an official duty or responsibility, and including, but not limited to, traffic signs and signals, zoning signs and street signs. Special lighting, banners and other promotional signage celebrating seasonal or civic events that are sponsored and/or endorsed by the city council may be classified as “official signs” provided that they are not for commercial (i.e., “for profit”) purpose.

On-premises sign. A sign identifying or advertising a business, person, organization, activity, event, place, service and/or product on the same premises upon which the sign is located.

Owner. The owner of a sign, piece of land or structure, or the person or entity who is responsible for erecting, altering, replacing, relocating, repairing or otherwise modifying a sign or sign structure.

Person. A person, firm, partnership, association, corporation, entity, company or organization of any kind.

Permanent sign. An attached or detached sign affixed to a permanent structure, or placed in a fixed location, that is intended to be displayed for a long period of time which is generally as long as the business, product, service, etc., that the sign advertises is in business, on the site where the sign is located, etc.

Pole sign. A free-standing sign is one that independent of any structure or building, supported by one or more poles, and having no additional guys, braces, supports, or anchors to the ground or to any other structure. Both the pole and its foundation shall be engineered and constructed to withstand the most recent revision of the latest adopted building code for wind speeds when the pole is over ten feet (10' - 0") in height. The plans for the pole and its foundation must be signed and stamped by a registered Texas structural engineer when submitted for the City's review. Landscaping is required around the base of the sign.

- (1) Maximum height: Seventy-five feet (75').
- (2) Maximum size/area: Two hundred (200) square feet for up to fifty feet (50') tall. Signs between fifty-one (51') and seventy-five (75) feet may be three hundred (300) square feet.
- (3) Allowed in all nonresidential zoning districts and planned developments located within fifty feet (50') of the right-of-way line of U.S. Highway 175. A multi-tenant or multi-user shopping center or business site/lot shall only be allowed one pole or pylon sign, not one sign for each individual tenant and/or business.
- (4) Placement/setbacks: Fifteen feet (15') from any curb line or a setback equal to one (1) foot for each foot of the sign's overall height, whichever is greater; must be pylon style, not single-pole style, for any sign that is forty feet (40') or less in height.
- (5) Maximum number: One (1) per property/lot.
- (6) Duration: No limit.
- (7) Permit is required.

Political sign. A temporary sign containing a political message, which is erected only on private property (i.e., not in public rights-of-way or easements) with the property owner's consent, for the sole purpose of advertising a candidate, a political party, or a ballot measure during a period of a public election.

- (1) To the extent regulation of political signs by a municipality is preempted and controlled by section 216.903 of the Texas Local Government Code, that section applies herein as if fully set forth. To the extent political signs are not subject to such statutory regulation, they shall be regulated as any other noncommercial sign as provided in this article.
- (2) No person shall place, or cause to be placed, a political sign on any public right-of-way or public property within the corporate limits of the city, except on the day of the election or early voting days at designated early voting locations. Such signs may be located at the polling places within the specified proximity as permitted by state election laws.
- (3) No person shall place, or cause to be placed, a political sign on any utility pole or tower (e.g., telephone pole, streetlight standard, street sign pole, electric utility tower, etc.) or on trees or fences within the corporate limits of the city.
- (4) A political sign may not:
 - (A) Have an effective area greater than thirty-six (36) square feet;
 - (B) Be more than eight feet (8') high;

- (C) Be illuminated; or
 - (D) Have any moving elements.
- (5) Duration: Sign may be put up beginning the day after the filing deadline for political office and must be removed within 10 days of election day.

Portable sign. Any type of sign that is not permanently attached to the ground or other permanent structure, and that is designed such that it can be moved from one location to another.

Premises. Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.

Private premises. A dwelling, house, building, or other structure designed or used either wholly or in part for private residential purposes, whether inhabited or temporarily or continuously uninhabited/vacant. A private premise shall include any yard, ground, lawn, walk, driveway, porch, steps, or mailbox belonging to appurtenant to such dwelling, house, building, or other structure.

Projecting Sign. A sign that projects from a building and has one end attached to a building or other permanent structure. Projecting signs shall have a minimum clearance of eight (8) feet above any sidewalk/pedestrian travel surface, and fourteen (14) feet above any vehicular parking or circulation surface.

Projecting structure. A covered structure of a permanent nature which is constructed of approved building materials, specifically excluding canvas or fabric material (i.e., an awning), and where such structure is an integral part of the main building or is permanently attached to a main building and does not extend over public property. A projecting structure is defined to include marquee and fixed-canopy types of structures. A projecting structure shall have a minimum clearance of eight (8) feet above any sidewalk/pedestrian travel surface, and fourteen (14) feet above any vehicular parking or circulation surface. It shall be engineered and able to withstand the most recent revision of the latest adopted building code for wind speeds.

Promotional flags/pennants. A type of temporary sign that is generally constructed of lightweight plastic, fabric or a similar material; that is mounted and/or tethered to one or more poles, buildings or other structures by a rope, wire, string or similar device; and that is designed to move in the wind (i.e., flutter) to attract attention. Promotional flags/pennants shall not exhibit a text message, copy, logo or symbol of any kind, but may be a single color or several colors. Promotional flags/pennants are permitted only in conjunction with a special promotion permit and shall be used as supplemental signs only. Permanent signs are required prior to issuance of a pennant permit.

- (1) Pennants may be displayed a total of four (4) fifteen-day periods per year.
- (2) Permit is required. The permit fee for pennants shall be twenty-five dollars (\$25.00) per display period or any part thereof and shall be paid in addition to any special

promotions permit fee.

- (3) Only four (4) pennants allowed per promotion.
- (4) Promotional banner shall be same size, and height allowed per the banner Section 21.09.

Promotional signage. A type of temporary signage that is used for special events and promotions or for special events, business grand openings or anniversaries. Promotional signage may include banners, flags, pennants, streamers, balloons, inflatable signs/devices, and any other legal types of signs allowed by this article. A searchlight may be used if it complies with all other provisions of this article.

- (1) Promotional signage is allowed on-premises only, for a maximum period of thirty (30) calendar days, and no more often than once per calendar quarter in any given year with at least a thirty- day separation between periods of display, and is only allowed for a legally operating business on the premises. A display period will commence on the first day promotional signage is displayed. A legally operating business shall include any retail, commercial, industrial or institutional use for which the city building official has issued a certificate of occupancy.
- (2) Any device described as promotional signage shall not exceed an overall height than the maximum building height allowed in that zoning district, or thirty-five feet (35'), whichever is smaller.
- (3) A separate permit is required for each display period promotional signage will be used. If any device described as promotional signage is installed prior to issuance of a permit, additional fees and/or fines for noncompliance with this article may be assessed in addition to the permit fee.
- (4) Promotional signage shall be fully contained on the property of the business which it advertises, and shall not extend into, onto, or over a public right-of-way or adjacent property. Signage shall not be located in any sight visibility triangle/area, nor shall any combustible materials be placed in contact with lighted signs or any electrical fixtures.

Property line. The line denoting the limits of legal ownership of property. Also called a lot line.

Public place. Any and all streets, boulevards, avenues, lanes, alleys or other public ways, and any and all public parks, squares, spaces, grounds and buildings.

Pylon Sign. A freestanding sign supported by a solid, ground up, tall monumental structure that is compatible with the main building on the premises. See "Pole Sign" for similar regulations.

Reader board sign. A wall-mounted or free-standing sign (or a portion of a larger sign) that describes and advertises things such as movie listings, fuel pricing, dining and product or service specials, welcome greetings, etc., with manually interchangeable letters and symbols; includes non-electronic bulletin boards and theater marquees.

- (1) Maximum height: See standard for the type of sign it is part of (monument sign, pole/pylon sign, wall sign, etc.).
- (2) Maximum size/area: See standard for the type of sign it is part of (monument sign, pole/pylon sign, wall sign, etc.).
- (3) Allowed. See standard for the type of sign it is part of (monument sign, pole/pylon sign, wall sign, etc.).
- (4) Placement/setbacks: See standard for the type of sign it is part of (monument sign, pole/pylon sign, wall sign, etc.).
- (5) Maximum number: One (1) per property/lot.
- (6) Duration: No limit.
- (7) Permit is required.

Real estate sign. A temporary accessory sign that advertises the availability for sale or rental of the premises upon which the sign is located, and which advertises property only for a use for which it is legally zoned. A real estate sign shall be promptly removed when the property is sold or rented (as applicable).

- (1) Maximum height: Five feet (5') in any residential zoning district; eight feet (8') in any nonresidential zoning district.
- (2) Maximum size/area: Eight (8) square feet in any residential zoning district; thirty-two (32) square feet in any nonresidential zoning district.
- (3) Allowed in all zoning districts.
- (4) Placement/setbacks: Five feet (5') from any property or right-of-way line.
- (5) Maximum number: One (1) per street frontage.
- (6) Duration: Until property is sold or rented (as applicable).
- (7) Permit is not required.

Rear wall. A wall with no main entrances or store fronts, and which does not face the front of the lot (i.e., the street). A building may have a maximum of one rear wall (either in a single wall segment or in several segments which are more or less parallel to one another or which follow the curvature of the overall building).

Roof Line. The height which is defined by the intersection of the roof of the building and the wall of the building with the following exception: for mansard-type roofs having two (2) slopes, the "roof line" shall be defined as the top of the lower slope of the roof. For mansard-type roofs having parapet walls, the "roof line" shall be the top of the parapet.

Roof sign. A sign affixed to, applied on, or erected upon or above a roof or parapet or the eave line of a building or structure. This type of sign is not allowed within the city limits or the ETJ of the city.

Sandwich board sign. A self-supporting A-, T-, or V-shaped portable sign with two visible sides that is self-supporting and placed in front of a business, generally on a sidewalk, to attract patrons into the establishment.

- (1) Maximum height: Three feet (3').
- (2) Maximum size/area: Eight (8) square feet; one per business.
- (3) Allowed in all nonresidential zoning districts and shall be taken inside every night and during non-open hours.
- (4) Placement/setbacks: On sidewalks in front of the advertised store, but a four-foot (4') walkway shall be kept open to pedestrians.
- (5) Maximum number: One (1) per street frontage.
- (6) Duration: Only during hours of operation.
- (7) Permit is required.

Searchlight. A source, classified as a temporary portable sign, of high-intensity light with one or more beams directed into the atmosphere or any type of light with one or more beams that rotate or move. Searchlights may be permitted in accordance with any other applicable city regulations and may include traditional searchlight devices or laser-type devices. A permit for use is required, and may be granted for use within a nonresidential zoning district only under the following additional regulations:

- (1) A searchlight shall be located a minimum distance of fifty (50) feet from any public right-of-way and from side or rear property lines and shall be positioned so as to project all beams at a minimum angle of thirty (30) degrees upward from grade level. No searchlight beam may project onto any street, onto any adjacent property, or onto property or buildings not owned/operated by the business utilizing the searchlight.
- (2) The maximum light intensity generated by searchlights on any premises may not exceed a total of one thousand six hundred (1600) million foot-candle power. No more than four (4) beams of light may be projected from any premises at any point in time.
- (3) All searchlights must be designed and maintained so as to prevent rays of light (or laser beams) from being directed at any portion of traveled ways, and no light shall be of such intensity or brilliance as to cause glare or to impair the vision of the driver of any vehicle, or to create any other type of traffic hazard (i.e., cannot be such an unusual, eye-catching display that would distract the attention of motorists).

- (4) No advertising searchlight may be operated between the hours of 11:00 p.m. and 6:00 a.m. Searchlights shall be operated in accordance with the city noise ordinance and with any other applicable ordinance designed to minimize public nuisances or disturbances.
- (5) No advertising searchlight may be operated on any premises for more than seven (7) consecutive days or for more than a total of fourteen (14) days within any calendar year. No permit for an advertising searchlight may be issued for any business entity for which a permit has been issued for a searchlight on the same premises within the last four (4) months preceding the date of the permit application. Searchlights shall be allowed (with a permit) for business “grand openings” and special events only such as “Seagofest,” special performances, and special holiday events.

Seasonal decorations. Noncommercial signs, structures or other materials (e.g., air-filled figures, strings of holiday or twinkle lights, ornaments, cut-out figures, etc.) that are temporarily displayed. Seasonal decorations shall not be placed in any way that affects traffic safety or visibility. They shall not pose a hazard or threat to public safety, and shall not negatively affect surrounding properties, neighbors, etc. They shall not advertise any type of business sales, marketing, grand opening or other commercial event.

- (1) Maximum height: Height of main structure on the property/lot. If located on the roof of a structure in an agricultural or residential zoning district, decorations shall not extend more than eight feet (8') above the top of the roof.
- (2) Maximum size/area: No limit.
- (3) Allowed in all zoning districts.
- (4) Placement/setbacks: Completely on private property (not in public right-of-way); can be erected or affixed to the roof, trees, fences and other fixtures on the property; can be illuminated and/or animated; can be mounted on the roof of a structure only within agricultural and residential zoning districts, only if securely tethered or secured to minimize movement of decorations, and only if decorations do not exceed eight feet (8') in height.
- (5) Maximum number: No limit.
- (6) Duration: Can be installed/displayed not more than fifty-nine (59) days.
- (7) Permit is not required.

Setback. The horizontal distance between a sign and the front, rear or side property line, as measured from that part of the sign, including its extremities and supports, nearest to any point on any imaginary vertical plane projecting vertically from the front, rear or side property line.

Side Wall. A wall with no main entrances or store fronts, and which does not face the front of the lot.

Sight visibility triangle/area. The areas of property on both sides of the intersection of an alley or driveway with a public street, or the intersection of two public rights-of-way, where visibility must be maintained. The triangular visibility area is defined as being formed by the intersection of two (2) or more public street rights-of-way with two (2) sides of each triangle being a minimum of twenty-five feet (25') in length from the point of the intersection (as measured along the property line, not the curb line), and the third side being a line connecting the ends of the other two (2) sides.

Sign (general). A name, number, identification, description, announcement, declaration, demonstration, device, display, flag, banner, pennant, illustration, beacon, light or insignia, and structure supporting any of the same, affixed directly or indirectly to or upon any building, window, door, outdoor structure or vehicle, or erected or maintained upon a piece of land, which directs attention to any object, product, service, place, activity, person, institution, organization or business. Any interior illuminated or moving sign or light which is visible from the exterior may be determined as being erected on the exterior of the building or structure. Signs may not have sign panels in three or more different directions.

Sign area. The area (i.e., square footage) of a sign made up of letters, words or symbols within a frame shall be determined from the outside edge of the frame itself. The square footage of a sign composed of only letters, words or symbols shall be determined from imaginary straight lines drawn around the entire copy or grouping of such letters, words or symbols. Double-faced signs shall be calculated as the area of one side only. Three-dimensional or multi-faceted signs shall be calculated as the largest area visible from any single direction at any point in time. When a sign is irregularly-shaped, the area shall be calculated by enclosing the extreme limits of the sign and all of its projections by no more than six (6) non-overlapping triangles and/or rectangles. The sum of all combined areas shall be no greater than the allowable area for that type of sign.

Sign height. The vertical distance of a sign from the average grade of the property where the sign will be located (as measured on a straight line projected between the main building, through the center of the sign, and to the nearest property line) to the highest point of the sign or its structure, whichever is highest.

Structural trim. Any retainer, molding, batten, capping, nailing strip, laticing, platform or other similar trim component which is attached to the sign or its structure, and which is necessary for support and is considered part of the sign support or framework.

Temporary sign. Any type of sign that is not permanently attached to the ground or other permanent structure, and that is intended to be displayed for a short period of time only (i.e., changeable) and that must be removed within a specified period of time unless otherwise provided in this article. Includes the following examples: banners, any type of portable sign, real estate signs, garage sale signs, development/construction signs, model home signs, political signs, promotional flags/pennants, and other similar signs.

Unified Lot Sign. Unified lot sign must meet all requirements of a monument sign, and may be placed on a premises consisting of two (2) or more contiguous lots where each lot owner has entered into a binding agreement through an easement to treat their separate lots as one (1) lot for the limited purpose of signage. The agreement shall contain a legal description of the

properties subject to the agreement; the agreement is a covenant running with the land to be filed and made a part of the Deed Records of Dallas or Kaufman County, Texas; and that the agreement cannot be amended or terminated without the consent of city.

Vehicle. For the purpose of this article, the term “vehicle” shall mean any automobile, truck, camper, tractor, van, trailer or any other device capable of being transported, and shall be considered a “vehicle” in both moving and stationary modes, irrespective of its state or repair or its physical condition.

Vertical clearance bar. A structure, usually comprised of two posts with a horizontal fixed or free-swinging cross-bar, that is installed to limit the height of vehicles at driveway openings, in drive-through lanes, under canopies and overhangs, and in other areas where vehicles may not go if they exceed the designated height; vertical clearance bars shall not bear any type of advertising signage or message or they shall be considered a “pylon sign” and regulated as such.

- (1) Minimum height: Fourteen feet (14') unless warning of a low clearance of an overhead structure.
- (2) Maximum size/area: Not applicable.
- (3) Allowed in all nonresidential, multi-family, townhome and manufactured housing zoning districts, and allowed for any nonresidential use (such as a church, school, day care center, etc.) that is located in an agricultural, single-family or two-family zoning district.
- (4) Placement/setbacks: Where needed; not within front yard setback unless approved as a special exception during site plan review and approval by the planning and zoning commission.
- (5) Must display the clearance height on the sign in six (6") inch numbers.
- (6) Maximum number: No limit.
- (7) Duration: No limit.
- (8) Permit is required.

Wall sign. A sign attached to, affixed upon, or painted upon a wall surface with the sign facing parallel to and projecting not more than six (6) inches out from the wall surface. A sign attached to or painted upon an awning or a canopy and visible to the exterior shall be considered in the allowable calculations for wall signs. Luminous gaseous tubing attached directly to a wall surface shall be considered a “wall sign” when forming a border for the subject matter, when directing attention to the subject matter, or when forming letters, logos, symbols or pictorial designs of any kind.

- (1) Maximum height: Height of wall surface (cannot extend above top of wall or roofline).

- (2) Maximum size/area: Ten (10) percent of wall surface in aggregate (i.e., all wall signs combined), exclusive of areas of the wall surface that are comprised of doors, windows, breezeways, etc. or two hundred fifty (250) square feet, whichever is smaller.
- (3) Allowed in all nonresidential zoning districts and similarly zoned property in planned developments.
- (4) Placement/setbacks: On the vertical face only of a building; must be comprised of individual letters/characters; must be attractively designed in colors that are not visually intrusive, and must be professionally designed, constructed and applied by an experienced sign contractor.
- (5) Maximum number: Limited by allowable area.
- (6) Duration: No limit.
- (7) Permit is required.

Window sign. A sign, any portion of which is painted or affixed to the exterior (or interior) surface of a window and visible from outside of the building (e.g., it is visible from the street or parking lot). The covering of a window for privacy, shading, or security reasons shall not be regulated provided there is no text or other advertising on it.

- (1) Maximum height: Height of window surface.
- (2) Maximum size/area: Forty percent (40%) of total window surface area for all building facades that are visible from a public street, but shall not exceed fifty percent (50%) of the surface area of any individual window on any building facade.
- (3) Allowed in all nonresidential zoning districts.
- (4) Placement/setbacks: Affixed to window surface and must be professionally designed, constructed and applied by an experienced window sign painter/contractor. A window sign that only displays information such as “open,” “closed,” hours of operation, credit cards accepted and similar information may be comprised of gaseous tubing, LED or other means of internal illumination, and of any color.
- (5) Maximum number: Limited by allowable area.
- (6) Duration: No limit.
- (7) Permit is required.

Sec. 21.09.005 Removal

(a) Obsolete signs. Any sign which the Building Official determines no longer serves a bona fide use conforming to this Article, shall be removed by the owner, agent or person having the

beneficial use of the land, buildings or structure upon which such sign is located within fifteen (15) days after written notification to do so from the Building Official. Painted wall signs shall be immediately painted over with a color that resembles or matches the wall. Upon failure to comply with such notice, the Building Official is hereby authorized to cause the removal of such sign, and any expense incurred thereto shall be paid by the owner of the land, building or structure to which such sign is attached or upon which it is erected.

(b) Illegal signs. Any illegal sign is subject to removal, upon notice per subsection (d) of this section (or immediately in the case of a hazardous sign, per subsection (c) of this section).

(c) Unsafe signs. If the Building Official shall determine that any sign is unsafe or unsecure, or is a menace to the public, he shall give written notice to the person or persons responsible for such sign. If the sign permit holder, owner, agent or person having the beneficial use of the premises and/or the sign fails to remove or repair the sign within (15) days after such notice, such sign may be removed by the Building Official at the expense of the permit holder, sign owner, or owner of the property upon which the sign is located. The Building Official may cause any sign which is deemed to be an immediate hazard to persons to be removed summarily and without notice.

(d) Notice to remove sign or to correct noncompliance.

(1) Upon a determination that a sign must be removed, or that a sign is not in compliance with one or more provisions of this article, the building official shall give written notice to the sign owner (or the owner of the premises upon which the sign is located, as applicable) to remove such sign, or to bring such sign into compliance, within fifteen (15) days after notice is served. Notice shall be served by sending it via certified mail to the sign owner (or property owner), or by publication at least two (2) times in the official newspaper of the city if the owner cannot be served personally or if the owner's address is unknown. The sign owner (or property owner) shall then remove the sign (or correct any noncompliance, as applicable) within the fifteen-day period, and failure to do so shall cause the sign to be deemed a nuisance and the owner shall be subject to penalties for violation of this article.

(2) The notice period, and removal/compliance period, for all temporary and portable signs that are not in compliance with this article shall be seventy-two (72) hours rather than fifteen (15) days.

(e) Removal expenses. Upon failure of the sign permit holder, owner, agent or person responsible for a sign to remove it following a fifteen (15) day notice to do so, the Building Official is hereby authorized to enter the property upon which such sign is located, and to cause the removal of such sign. The owner of the land, building or structure to which such sign is attached and upon which it is erected and/or the owner/permit holder of such sign are jointly and severally liable for any expense incurred in removal of the sign.

Sec. 21.09.006 Maintenance

(a) All signs and sign support structures, together with all of their supports, braces, guys and anchors, shall be kept in good repair and in a proper state of appearance and preservation.

(b) No sign will be allowed to be kept in a dilapidated or deteriorated condition. Any sign which the building official determines is in an unacceptable deteriorated condition shall be removed by the owner, agent or person having the beneficial use of the land, building or structure upon which such sign is located within fifteen (15) days after written notification to do so from the building official. Upon failure to comply with such notice, the building official is hereby authorized to cause the removal of such sign, and any expense incurred thereto shall be paid by the owner of the land, building or structure to which such sign is attached or upon which it is erected.

(c) All signs within the fire limits or zones of the city shall be of noncombustible materials or approved combustible materials, as outlined in the building code.

(d) Every sign erected after February 21, 1974, shall have applied and maintained, in a legible format, in a conspicuous place thereon, and in letters not less than one inch (1") in height, all of the following information (or a copy of the sign permit shall be displayed, and accessible for inspection at all times, inside the business establishment for signs that cannot have the information placed directly on them):

- (1) Date of erection of the sign;
- (2) The sign permit number;
- (3) Voltages and electrical information (if electrical); and
- (4) The name, address, phone number and license number (if applicable, for certain types of signs) of the erector of the sign.

Sec. 21.09.007 Signs in a planned development district

In a PD district, the sign standards shall be as specified in the planned development's ordinance. It shall be part of the planned development to identify the type and number of signs. They shall comply with the regulations in the sign ordinance, unless a variance has been granted.

Sec. 21.09.008 Sign heights and setbacks

(a) Unless otherwise stipulated in Section 21.09.004 for the specific sign type or in the amending ordinance establishing a PD zoning district, no sign shall be constructed to exceed the maximum building height permitted except within shopping centers or similar commercial/office centers. Within local retail, commercial or industrial districts located adjacent to a highway, a pylon or major identification sign shall not to exceed fifty feet (50') in height may be erected when set back from all property lines a distance equal to the height of the sign. All such high-rise signs shall comply with the most recent revision of the latest adopted building code and with other applicable codes/ordinances of the city which pertain to design and construction. All signs twenty-five (25) feet in height and greater shall be set back a minimum distance of twenty-five (25) feet, plus one (1) foot for each foot the sign exceeds 25 feet, from all property lines.

(b) Unless otherwise specified, the minimum distance between signs means the horizontal distance as measured from all points on the sign, as if each sign touched the ground.

Sec. 21.09.009 Interference with traffic

No sign shall be located or constructed as to interfere with or confuse the flow or control of traffic on the public streets, and no sign shall use a rotating beacon, beam or flashing illumination resembling an emergency signal. It shall be unlawful to erect, relocate or maintain any sign in such a manner as to obstruct free and clear vision at any location whereby, by reason of position, size, movement, shape, color, flashing, manner or intensity of illumination, such sign may interfere with vehicular or pedestrian traffic. Further, it shall be unlawful to erect or maintain any sign in such a manner as to interfere with, obstruct the view of, or be confused with any authorized traffic sign, signal or device. Accordingly, no sign shall make use of the words, "Stop", "Go", "Look", "Slow", "Danger", or any other similar word, phrase, symbol or character or employ any red, yellow, orange, green or other colored lamp or light in such a manner as to cause confusion to or otherwise interfere with, vehicular or pedestrian traffic.

Sec. 21.09.010 Signs projecting into rights-of-way

No sign shall be erected so as to project into the public right-of-way of any street or alley. Projecting signs shall have a minimum clearance of eight (8) feet above any sidewalk/pedestrian travel surface, and fourteen (14) feet above any vehicular parking or circulation surface.

Sec. 21.09.011 Number of sign face panels/surfaces

No sign structure shall contain more than two (2) sign face panels facing (i.e., exposed; readable) in the same direction.

Sec. 21.09.012 Government flags

Flags, emblems and insignia of the United States and governmental agencies and offices, emblems and insignia of any state or local governmental body shall be exempt from this article. Only one (1) of each type shall be permitted per tract/lot or business. Any flag over sixty (60) square feet shall be classified as a general business sign.

Sec. 21.09.013 Wind pressure and dead load requirements

All signs shall be designed and constructed to withstand a 135-mile-per-hour lateral wind load and to withstand a wind pressure of not less than thirty (30) pounds per square foot of area and the most recent revision of the latest adopted building code for dead loads. Plans may, at the building official's discretion, require a Texas-licensed professional structural engineer's seal.

Sec. 21.09.014 Illegal signs

Owners with/of illegal (either conforming or nonconforming) signs must obtain a permit from the building department of the city prior to any expansion of an existing sign.

Sec. 21.09.015 Nonconforming signs

A sign which does not conform to the regulations prescribed in this Article and which existed lawfully on the date of adoption (i.e., on the effective date) of this Section, or amendment hereto,

shall be deemed a nonconforming sign. A nonconforming sign shall be allowed to remain as is in the same location wherein it existed on the effective date of this Article unless/until one or more of the conditions stated in subsection 1 below exists/occurs.

- (1) The right to continue all nonconforming signs shall cease and such sign shall be removed within fifteen (15) days whenever:
 - (A) A change of property ownership and/or business occupancy occurs;
 - (B) A sign is altered, moved or relocated without a permit pursuant to the provisions of this Article;
 - (C) A sign is damaged, defaced or destroyed and the cost to repair it exceeds sixty percent (60%) of the replacement/repair cost of the sign on the date of damage (if an existing nonconforming sign is already in a dilapidated/deteriorated condition or if it represents a public safety hazard as of the effective date of this Article, then it must either be repaired/refinished to a reasonable state of repair or removed at the owner's expense);
 - (D) A sign's angle to the ground decreases by fifteen (15) degrees or more; no sign, regardless of its original installation angle, shall be allowed to exist at less than a forty-five (45) degree angle to the ground for public safety reasons; or
 - (E) A property ownership and/or business occupancy change occurs, and an off-premises or on-premises wall sign is on the property.
- (2) Any sign designated by official action of the City as having special historic or architectural significance is exempt from the provisions of this Article.
- (3) A nonconforming sign situated on a property acquisition initiated by the City may be temporarily relocated on-site provided the sign is later removed or rebuilt to conform to this Section (and any other applicable codes/ordinances) within twenty-four (24) months following relocation of the sign. Relocation is limited to the same physical sign with no increase in height, area or change in other physical attributes. For the purposes of this provision, "a property acquisition initiated by the City" does not include right-of-way dedicated in the subdivision platting process.
- (4) **Illegal Nonconforming Signs:**
 - (A) Owners with/of illegal nonconforming signs which require a permit and which have been in place less than (3) months prior to notification of violation must apply for a permit and must upgrade the sign to conforming within thirty (30) days of original notification. If a permit is not granted, then the sign must be removed within sixty (60) days of original notification.
 - (B) Owners with/of illegal nonconforming signs which require a permit and which have been in place for longer than three (3) months prior to notification of violation must apply for a permit and upgrade the sign to conforming within

thirty (30) days of original notification. If a permit is not granted, then the sign must be removed within three (3) months of original notification.

- (C) In the case of painted wall signs, such signs shall be removed or painted over within thirty (30) days of original notification of violation.

Sec. 21.09.015 Signs exempt from permitting

A permit shall not be required for the following signs provided, however, such signs shall otherwise comply with all other applicable provisions of this Article and with any other applicable city code/ordinance:

- (1) Address signs;
- (2) Memorial plaques, building identification signs and building cornerstones when cut or carved into the masonry, surface or when made of noncombustible material and made an integral part of the building or structure. These signs shall not exceed four (4) square feet in area;
- (3) Nameplate or Occupational signs;
- (4) On-site directional and directory/informational signs behind the front building line;
- (5) Flags (official);
- (6) One (1) temporary wall sign not exceeding eight (8) square feet in area, which advertises the sale, rental or lease of the premises upon which such sign is located;
- (7) Political sign in or upon a motor vehicle if such sign does not exceed six (6) square feet in area and does not project from the front, side, rear or top surfaces of such vehicle. Said sign shall not be illuminated;
- (8) Protective/security signs;
- (9) Traffic or other municipal signs, official signs, legal notices, danger and such emergency, temporary or non-advertising signs as may be approved by the city, or as may be placed in compliance with the Uniform Manual of Traffic Control Devices and with applicable city codes/ordinances;
- (10) Temporary special occasion announcement signs on residential lots (e.g., "It's a Boy/Girl," etc.) for a maximum time limit of five (5) days;
- (11) Seasonal decorations;
- (12) Interior signs (i.e., fully within a building) that are not visible from the outside of the building;
- (13) On-site municipal park signage (including scoreboards and other sports field signs);

- (14) Unlighted and unanimated on-site signs at a public school or athletic facility operated by an applicable school district or other public governmental entity;
- (15) Street pole banners that are placed by nonprofit civic service organizations (such as the Chamber of Commerce), or by another organization that the city supports (e.g., promotional banners telling of special civic events, holidays, etc.)
- (16) Religious emblems when installed in compliance with this Article and with other applicable codes/ordinances.

Sec. 21.09.016 Prohibited signs and activities

(a) Traffic obstruction. No sign shall be erected in a manner that would confuse or distract motorists, or that would obstruct the view or interpretation of any official traffic sign, signal or device.

(b) Billboard signs. All billboards and signs advertising off-premises sale service or activity.

(c) Handbills, placards, etc. Miscellaneous advertising matter scattered or placed on or suspended from buildings, poles, sidewalks, fences and the like:

- (1) No person, firm, corporation, association or person shall paste, stick, stack, nail, affix, place or otherwise suspend from any building, light pole, utility pole, structure, sidewalk, parkway, driveway or parking area, any goods, wares, merchandise or other advertising or display of such items other than a sign, as defined, regulated and permitted by this Article.
- (2) No sign, cloth, paper, banner, flag, flyer, device or other similar advertising matter shall be permitted to be attached to, be suspended from or be allowed to hang from any sign, building or structure when the same shall create a public menace or danger.
- (3) No advertising matter of any sort (including flyers, handbills, bulletins, coupons, menus, etc.) may be affixed to parked cars or scattered on streets, sidewalks or parking areas.

(d) Inscriptions on streets, utility poles, etc. Painting, marking, etching or otherwise inscribing streets, sidewalks, utility poles, and the like is prohibited. No person shall attach any sign, paper, other material, paint, stencil or write any name, number (except address numbers) or otherwise mark, on any sidewalk, curb, gutter, street, utility pole, public building, fence or structure except as otherwise allowed by ordinance.

(e) Certain illuminated and animated signs.

- (1) No sign shall be illuminated to such an intensity or in such a manner as to cause a glare of brightness to a degree that constitutes a hazard or nuisance to traffic or to adjacent properties.
- (2) No lighted sign shall be erected within one hundred and fifty (150) feet of a residential

district unless the light source is completely shielded from view of the residential district with no light overspill or glare onto the residential property.

- (f) Roof signs. Roof signs of all types are prohibited.
- (g) Unsecured banners or balloons. No person shall erect, maintain or permit the erection of any type of banner, balloon, inflatable or other similar inflatable/floating device anchored to the ground or to any other structure within the City.
- (h) Vehicle signs.
 - (1) No signs attached to a trailer, skid, or similar mobile structure, where the primary use of such structure is for sign purposes, will be permitted. This provision does not restrict the identification signing on vehicles used for delivery, service, interstate commerce, or any bona fide transportation activity.
 - (2) Signs attached to or upon any vehicle shall be prohibited where any such vehicle is allowed to remain parked in the same location, or in the same vicinity, at frequent or extended periods of time where the intent is apparent to be one of using the vehicle and signs for purposes of advertising an establishment, service or product. Vehicles parked at the location of the business or activity or operating under a City franchise shall be excluded from this provision. Catering vehicles for that restaurant are allowed to be parked on site.
- (i) Location to be outside of easements and visibility areas; clearance from utility lines. All signs allowed by this article shall be placed completely outside of any public easement, outside of any required or necessary visibility area, and shall maintain a vertical and horizontal clearance of at least ten feet (10') from any overhead or underground power line, utility pole, telephone wire or cable, electrical streetlight standard or other above- or below-ground utility equipment or structure, or as required by the city electrical code (whichever is more stringent), except that such clearance is not required from the electrical feeder line to the sign itself, or to feeder electrical or telephone wires or cables that serve the building(s) on the same premises where the sign is to be located.
- (j) Blocking fire lane, fire hydrant, door, window or fire escape. No sign shall be erected, installed, located or maintained in a manner that blocks any fire lane, fire hydrant or other fire hose connection, or any building entrance or door, window or fire escape (except official signs).
- (k) Blocking view of preexisting sign. No permanent, temporary, portable or other type of sign shall be erected, installed, located or maintained in a manner that blocks or hides the viewing of another preexisting sign as viewed from adjacent roadways in a normal line of sight of a motorist on the roadway (i.e., a sign may have to be a smaller size and/or shorter height in order to not block the view of a preexisting sign).
- (l) Signs advertising alcoholic beverages. Signs that advertise the sale of alcoholic beverages by use of the terms “beer” or “wine” or any combination thereof shall be in accordance with Texas Alcoholic Beverage Commission regulations.

(m) Signs not specifically permitted are prohibited. Any type of sign not specifically addressed in this article shall be prohibited.

Secs. 21.09.017–21.09.060 Reserved.”

SECTION 2. That 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 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. Any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

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 cases provide.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS ON THIS THE 3rd DAY OF DECEMBER, 2018.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

Regular Session Agenda Item: 12

Meeting Date: December 3, 2018

ITEM DESCRIPTION

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending Chapter 5, Animal Control, of the Code of Ordinances by amending Article 5.01, “General Provisions”, Section 5.01.001, “Definitions”, Section 5.01.023 “Permit Required for Zoological Educational Outreach Display”, and Section 5.01.026, “Permit Required for Animal Exhibition”, to amend regulations concerning the display of wild animals within the City; and amending Section 5.01.029, “Permit Revocation, Denial and Appeal”, to repeal the appeal provisions; providing a severability clause; providing a savings clause; providing for a penalty of a fine not to exceed \$2,000 for each offense; and providing an effective date.

BACKGROUND OF ISSUE:

Staff has received an inquiry concerning the possibility of and requirements for a zoological park being located within the City of Seagoville. Upon review of Chapter 5 of the Code of Ordinances, discussions with other entities concerning requirements, and consultations with professionals, staff sought the City Attorney's assistance in amending Chapter 5 to provide for the display of wild animals, specific requirements for the property wherein this such displays may be allowed, and the permits required for the same.

Staff recommends approval of the Ordinance.

FINANCIAL IMPACT:

N/A

EXHIBITS

Ordinance

THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING CHAPTER 5, ANIMAL CONTROL, OF THE CODE OF ORDINANCES BY AMENDING ARTICLE 5.01, "GENERAL PROVISIONS", SECTION 5.01.001, "DEFINITIONS", SECTION 5.01.023 "PERMIT REQUIRED FOR ZOOLOGICAL EDUCATIONAL OUTREACH DISPLAY", AND SECTION 5.01.026, "PERMIT REQUIRED FOR ANIMAL EXHIBITION", TO AMEND REGULATIONS CONCERNING THE DISPLAY OF WILD ANIMALS WITHIN THE CITY; AND AMENDING SECTION 5.01.029, "PERMIT REVOCATION, DENIAL AND APPEAL", TO REPEAL THE APPEAL PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED \$2,000 FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City previously amended Chapter 5 to amend the regulations concerning the keeping of animals within the City of Seagoville; and

WHEREAS, the City Council finds that amending those provisions which apply to the display of wild animals will benefit the citizens of the City of Seagoville; and

WHEREAS, based on the foregoing, the City Council of the City of Seagoville, Texas hereby amends various sections of Chapter 5 of the Seagoville Code of Ordinances as provided herein.

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

SECTION 1. That the Code of Ordinances of the City of Seagoville, Texas be, and the same is, hereby amended by amending Chapter 5, Article 5.01, "General Provisions", which shall read as follows:

**"CHAPTER 5. ANIMAL CONTROL
ARTICLE 5.01 GENERAL PROVISIONS**

Sec. 5.01.001 Definitions

...

Zoological educational outreach display: any temporary spectacle, display, event exhibition, or act where the operator has met all state and federal requirements to possess and display domestic, wild, or wild Class I animals for educational purposes.

Zoological park means any facility other than a pet shop or kennel, displaying or exhibiting one or more species of nondomesticated animals, operated by a person, partnership, corporation or governmental agency.

....

Sec. 5.01.023 Permit required for zoological educational outreach displays and zoological parks

- (a) The presenter or owner of a zoological educational outreach display or zoological park must apply for an annual permit from the Animal Services Department. The applicable annual permit fee, as adopted in the City's Master Fee Schedule, must be submitted with the permit application, along with a copy of all applicable licenses/permits as required under state and federal law. In order to qualify for a permit for a zoological educational outreach display or a zoological park, the site must have a minimum of twenty (20) acres, and the zoning applicable to the subject property must be a Planned Development providing for such use.
- (1) Zoological Educational Outreach Display: The presenter or owner of the zoological educational outreach display or the property owner where the display is to take place must provide written notice to the Animal Services Department at least ten (10) business days prior to the display. The written notice must include the exact dates, times, locations, transportation and housing arrangements, and animals involved in each performance or display. The permit will be valid for period of no longer than thirty (30) days, and the Animal Services Department is authorized to approve no more than two (2) thirty (30) day extensions per calendar year
- (2) Zoological Parks: The owner or operator of a zoological park must submit an application for a permit at least thirty (30) days prior to commencement of operations. The permit will be valid for one year, and must be renewed on an annual basis.
- (b) Permit Conditions - the display of the animals in an educational outreach display or a zoo must comply with applicable state and federal law, as well as the following conditions:
- (1) All cages or other animal housing areas are kept clean and free of wastes;
- (2)
- (19) Class I or Class II animals are allowed to be displayed only in a zoological park provided that:
1. The wild animal Class I or Class II was born and raised in captivity;
 2. The wild animal Class I or Class II is not a venomous reptile unless the reptile is going to be continually contained within a locked, escape-proof cage or enclosure with solid walls to prevent contact with a person;

3. The permit holder provides a written plan of containment, restraint, and course of action should the wild animal Class I or Class II escape;
4. A physical barrier is in place between the wild animal Class I or Class II and the audience and no direct contact with the animal is allowed by anyone other than the permit holder or his representative;
5. The permit holder possesses and makes available all of the necessary state and/or federal permits to possess and display all animals in the display; and
6. The permit holder agrees to comply with the animal services director's order to immediately stop the display and/or remove the wild animal Class I or Class II if there is a public safety concern that requires such action;

(20) The animal services director may waive the permit fee if the permit holder is recognized by the Internal Revenue Service as a non-profit organization.

(c) A person commits an offense if he owns, manages, or represents a zoological educational outreach display or zoological park that requires a permit and denies or refuses to make available for inspection, upon request by the Animal Services during the hour before and entire duration of the zoological educational outreach display, his animals, that portion of the premises used to house or service the animals, the facilities for the animal display, equipment for the animal display, or any necessary registrations, records, feeding logs or permits.

(d) A person commits an offense if he owns, manages, operates, represents, or hires a zoological educational outreach display or a zoological park without a valid permit.

(e) A person commits an offense if he owns, operate, manages, represents, or hires a zoological educational outreach display or zoological park and fails to maintain any condition in subsection (b). Each animal or condition in violation of this chapter shall constitute a separate offense.

....

Sec. 5.01.026 Permit required for animal exhibition

(a) The presenter or owner of the animal exhibition, or the property owner where the exhibit is to take place, must apply for an animal exhibition permit at least ten (10) business days before the performance or display and provide exact dates, times, locations, transportation and housing arrangements, and animals involved in each performance or display. Permits shall only be issued to animal exhibitions that are in possession of all state and federal permits required to present such exhibitions. A permit shall be issued and remain valid for an exhibition period of no longer than thirty (30) days, and the Animal Services Department is authorized to approve no more than two (2) thirty (30) day extensions per calendar year. The animal exhibition must pay the required fee and comply with the following requirements:

- (1) All cages
- (21) Any wild animal, as defined in this chapter, may not be exhibited in any animal exhibition or otherwise possessed within the city, unless the possession is specifically allowed by and complies with another section of this chapter.

(b) A person commits an offense . . .

. . . .

Sec. 5.01.029 Permit revocation, denial

(a) An animal services authority may issue a notice of revocation of any permit or deny an application for a permit under this chapter without prior warning, notice, or hearing if the permittee or applicant fails to meet the standards required in this chapter, refuses to make the premises or animals in his possession available for an inspection, seriously or repeatedly violates this chapter in ways that threaten the health or wellbeing of the permit holder's or applicant's customers, employees, neighbors, or animals in their care, or otherwise violates this chapter in any other way.

(b) The permittee or applicant may reapply for a new permit under this chapter at any time.

(c) The issuance of a suspension shall be a remedy in addition to, and not in lieu of, any penalty authorized by this chapter, and shall not limit any other rights of the animal services director to pursue other enforcement actions or remedies, to address any violation of the provisions of this chapter.”

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

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

SECTION 4. That any person adjudged guilty of an offense under this ordinance shall be guilty of a misdemeanor punishable by a fine not to exceed \$2,000.00. Each day that a violation continues shall constitute a separate offense.

SECTION 5. This Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS THIS 3rd day of DECEMBER 2018.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney

Regular Session Agenda Item: 13

Meeting Date: December 3, 2018

ITEM DESCRIPTION

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, amending the FY 2018-2019 Master Fee Schedule by amending the Animal Control/Shelter section to provide for an annual permit fee in the amount of five hundred dollars (\$500.00) for a zoological educational outreach display or zoological park; and providing an effective date.

BACKGROUND OF ISSUE:

As a result of an inquiry received concerning the possibility of and requirements for a zoological park being located within the City of Seagoville, an Ordinance has been prepared and submitted to the Council for consideration that would amend Chapter 5 of the Code of Ordinances to set forth requirements for such a facility. One of those requirements would include an annual permit fee in the amount of \$500.

All fees currently charged by the City are provided for in the Master Fee Schedule. In the event a fee is amended or a new fee is established, the same is approved and/or adopted by a Resolution of the City Council, which amends the Master Fee Schedule. The attached Resolution establishes the annual permit fee for a zoological educational outreach display and/or a zoological park.

Staff recommends approval of the Resolution.

FINANCIAL IMPACT:

N/A

EXHIBITS

Resolution

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. ____-R-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE FY 2018-2019 MASTER FEE SCHEDULE BY AMENDING THE ANIMAL CONTROL/SHELTER SECTION TO PROVIDE FOR AN ANNUAL PERMIT FEE IN THE AMOUNT OF FIVE HUNDRED DOLLARS (\$500.00) FOR A ZOOLOGICAL EDUCATIONAL OUTREACH DISPLAY OR ZOOLOGICAL PARK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has adopted a Master Fee Schedule that sets forth the fees charged by each department of the City of Seagoville; and

WHEREAS, in the event a fee is amended or a new fee is established, the same must be done by resolution of the City Council to amend the FY 2018-2019 Master Fee Schedule; and

WHEREAS, the City desires to establish an annual permit fee for a zoological educational outreach display or zoological park located in the City; and

WHEREAS, the City feels an annual permit in the amount of \$500 is appropriate to assist in the cost of emergency services and assist fees should the same be required; and

WHEREAS, the City Council has determined that the FY 2018-2019 Master Fee Schedule be amended by amending the Animal Control/Shelter section to provide for a new annual permit fee for zoological educational outreach display or zoological park in the amount of five hundred dollars (\$500.00).

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

SECTION 1. That the FY 2018-2019 Master Fee Schedule be, and the same is, hereby amended by amending the Animal Control/Shelter section to establish an annual permit fee in the amount of five hundred dollars (\$500.00) for zoological educational outreach display or zoological park.

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

SECTION 3. This Resolution and the fee established herein shall become effective from and after its date of passage in accordance with law, and it is accordingly so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS THIS 3rd day of December 2018.

APPROVED:

Dennis K. Childress, Mayor

ATTEST:

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

Alexis G. Allen, City Attorney
(/cdb 11/30/2018)

Regular Session Agenda Item: 14

MEETING DATE: December 3, 2018

ITEM DESCRIPTION:

Discuss and consider a Resolution of the City of Seagoville, Texas, approving the implementation of the Traffic Control Program for residential streets and alleys utilizing traffic calming devices under the terms and conditions of the respective policy set forth therein, which is attached hereto and incorporated herein as Exhibit "A"; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing for an effective date.

BACKGROUND OF ISSUE:

During the last couple of months there have been questions about the possibility of installing speed humps to slow traffic through various neighborhoods. A policy document has been drafted per direction from the City Manager, which includes the administrative review process for determining when and where traffic calming devices may or may not be allowed.

FINANCIAL IMPACT:

City funds for this project are undetermined at this time. Each site will undergo a traffic and engineering study upon each request. City Council will approve each installation.

RECOMMENDATION:

Staff recommends adoption of the language in the traffic calming policy guide.

EXHIBITS:

1. Resolution adopting policy as guidance (21 sheets)

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2018

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE IMPLEMENTATION OF THE TRAFFIC CONTROL PROGRAM FOR RESIDENTIAL STREETS AND ALLEYS UTILIZING TRAFFIC CALMING DEVICES UNDER THE TERMS AND CONDITIONS OF THE RESPECTIVE POLICY SET FORTH THEREIN, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT "A"; PROVIDING FOR THE REPEAL OF ANY AND ALL RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, citizens often request traffic calming devices be placed in their neighborhood to slow down speeding traffic and for safety reasons; and

WHEREAS, at the request of the City Council, staff has performed extensive research on traffic calming devices and the installation of the same; and

WHEREAS, after completing said research and reviewing various policies, staff has put together a Traffic Control Program for Residential Streets and Alleys that provides guidelines, conditions and policies for the installation of each of the respective traffic calming devices, to wit: road humps, stop signs, establishment of residential speed limits and alley speed reductions; and

WHEREAS, after discussion and review, the City Council finds it is in the best interest of the City to approve the implementation of the Traffic Control Program for Residential Streets and Alleys utilizing traffic calming devices under the terms and conditions of the respective policy set forth therein, which is attached hereto and incorporated herein as Exhibit A.

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

SECTION 1. The City Council hereby approves the implementation of the Traffic Control Program for Residential Streets and Alleys utilizing traffic calming devices under the terms and conditions of the respective policy set forth therein, 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 3rd day December, 2018.

APPROVED:

DENNIS K CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS ALLEN, CITY ATTORNEY

(/cdb 11/27/2018)

EXHIBIT "A"
CITY OF SEAGOVILLE

**TRAFFIC CONTROL PROGRAM
FOR RESIDENTIAL STREETS AND ALLEYS**

SECTION 1: ROAD HUMPS INSTALLATION POLICY

FREQUENTLY ASKED QUESTIONS	1
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PROCEDURES FOR INSTALLATION	5
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SECTION 2: STOP SIGN INSTALLATION POLICY

POLICY	9
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SECTION 3: RESIDENTIAL SPEED LIMITS PROGRAM

POLICY	12
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SECTION 4: ALLEY SPEED REDUCTION EVALUATION PROGRAM

POLICY	13
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TRAFFIC CALMING DEVICES

POLICY	15
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APPENDIX A

APPLICATION	A1
HUMP DETAIL 1	A2
HUMP DETAIL 2	A3
T.M.U.T.C.D. PAVEMENT MARKING OPTIONS	A4

ROAD HUMP INSTALLATION POLICY

FREQUENTLY ASKED QUESTIONS

The City has developed a Road Hump Program to minimize speeding and to encourage traffic safety on local residential streets. The Program provides residents the opportunity to participate in a process that may lead to the installation of road humps. Here are some highlights from the program.

What is a road hump?

- It is not the typical speed bump seen in large commercial parking lots.
- It is comparable to speed bumps in that the intent is to slow traffic speeds.
- It is a pavement overlay or other specialty device placed on the surface of a pavement in a public right-of-way that can be up to six (6) inches tall, up to twelve (12) feet in length (in the travel direction), and usually extends the full width of the pavement. The ends are often tapered flush with the paved surface at gutter lines to allow water to drain around or through them. An alley or street may have just one or it may have several placed along its entire length.

How could my street become eligible?

- A petition is supplied to the City by at least three-quarters (75%) of the residents in the petition area (as defined by the adopted policy) ***OR*** complaints to the City which result in speed detectors being placed to confirm the complaint and determine if the other requirements below have also been met.
- The measured eighty-fifth percentile (85th) speeds of vehicles traveling on the pavement of a public right-of-way regularly exceeds five (5) miles per hour over the posted speed limit. The posted speed limit of the subject street cannot exceed forty (40) miles per hour.
- Only streets with low or medium density residential uses and with no more than one (1) moving lane of traffic in each direction is eligible. The street also cannot be identified and/or classified on the City's most recently adopted Master Thoroughfare Plan as a (planned or existing) collector or arterial roadway.

Who is responsible for the cost of the installation?

- The cost may be funded by the residents entirely or shared with the City according to the extent and type of speeding problem as defined under the adopted guidelines.
- Streets that qualify for City cost-sharing are ranked in accordance with the extent of the speeding problem. If City funds are insufficient to install all eligible humps in a given fiscal year, the request will remain eligible for the next consecutive three (3) fiscal years. However, in each of these additional years, all eligible streets will again be re-evaluated with all new and existing requests.

How do I secure consideration of a specific road hump installation?

- Call the Community Development Director at the City of Seagoville at 972-287-2050.
- A meeting will be schedule to discuss the details of the program and outline the petition area so that the eligibility process can begin.

INSTALLATION POLICY

A. General

Road Humps are an effective and appropriate device for safely reducing vehicle speeds on certain types of streets when installed in accordance with the provisions of this policy. Effective road hump installations should be selectively located in accordance with defined transportation engineering criteria to solely and strictly reduce documented speeding problems.

This policy promotes reasonable opportunities for residents and property owners most affected by a proposed road hump to participate in the process that may lead to a road hump installation. It also allows the neighborhood and City to work together to share the installation, maintenance, and/or removal costs in certain cases.

B. Definitions

For this policy only:

Application means the petition from the neighborhood or the form supplied by the City that requests the installation of road humps. See Appendix A for example.

Low Density Residential Dwellings means single family houses and other unattached dwelling units.

Medium Density Residential Dwellings means attached single family dwelling units, townhouses, duplexes, triplexes, some apartment complexes, and certain other City-recognized multi-family developments.

Notification area means all properties within two hundred feet (200') of the petition area. The area includes all streets and alleys (public or private) which entirely or partially occur within the two hundred feet (200').

Petition Area Residents' Share means the share of the total installation cost that is not the City's responsibility. This cost could be paid by one or more of the residents or from other private sources.

Road or **Speed hump** means a geometrically design feature of a roadway consisting of a raised or lowered area in which the roadway's pavement surface that extends transversely across the travel way whose primary purpose is to encourage the reduction in the speed of vehicles traveling along that roadway.

Speed means the eighty-fifth percentile (85th%) of measured and documented speeds. The measured eighty-fifth percentile (85th%) operating spot speeds for a minimum of one hundred (100) vehicles on a roadway or the total number of vehicles within a two-hour period measured in a non-peak hour travel time.

Street or **Petition area** means the roadway pavement length being petitioned for road hump installation. The minimum length of a pavement section is usually one thousand feet (five hundred feet in each travel direction from the proposed hump), or the entire length of the block – whichever is longer. This area cannot be divided by an intersection with a classified thoroughfare, traffic signal, or other traffic controlling devices (i.e. stop or yield sign). If the length extends into part of another block, it shall include the entire length of the second block unless separated by an offset intersection or other intervening vehicle travel way.

C. Eligible Requirements

Each of the following criteria must be satisfied for a street to be considered eligible for a road hump installation.

1) Petition

A petition documenting that at least three-quarters (75%) of the addressed dwelling units on the street support the installation and/or potential cost-sharing described herein. Only one (1) signature from each address on the subject street is required to show support for the proposed installation.

2) Location of the street

The land use on the proposed street for the road hump installation must be primarily residential. Also at least half (50%) of the properties must be zoned for low and/or moderate density residential dwellings.

3) Operational characteristics of the street

City Staff is hereby authorized to sub-categorize those streets designated in the City's Master Thoroughfare Plan as a collector or arterial into two (2) sub-categories of minor and major. These categories shall be based upon street function and shall apply for the purposes of this policy. An appendix to this policy indicates these designations shall be added to and become a part of this policy.

- a) The street must be used to provide access to abutting low and/or moderate density residential properties and/or collect traffic for such streets. Typically, these streets are classified as local residential streets and/or minor residential collector streets on the City's Master Thoroughfare Plan.
- b) There must be generally no more than one (1) moving lane of traffic in each direction. The street cannot be designated as an aerial or major collector street on the Thoroughfare Plan.
- c) The eighty-fifth percentile (85th%) vehicle speed must exceed thirty-five (35) miles per hour.
- d) The street cannot be a designated truck route.
- e) The street must have a designated speed limit along the route not exceeding forty (40) miles per hour or as determined in accordance with state law.

4) Geometric characteristics of the street

- a) The street must have adequate sight distances to safely accommodate the road hump as determined by a Community Development study or an engineering traffic study.
- b) The street must not have curves or grades that prevent safe placement of the humps. Humps may be located on streets that contain curves and/or grades, but the hump itself generally must not be located within a horizontal curve, a vertical grade greater than eight percent (8%), or their immediate approaches. Other restrictions and/or constraints may be determined by a site-specific traffic engineering survey.
- c) The street must be paved. A special design must be used to minimize vehicle avoidance if the street has no curbs or gutters.
- d) The elevation of the property adjacent to a road hump must be above the top of the hump. Other circumstances related to drainage and flooding potential may dictate location of speed humps or preclude their installation as determined by the Community Development Director. Devices will not be allowed to interfere with drainage.

D. Cost Responsibility

The cost for the road hump installation (engineering studies or design – including signs, pavement markings - and if necessary, special design features such as curbing or guard rail) may be shared between the City and residents according to how much the eighty-fifth percentile (85th%) measured speed on the street exceeds the 30 miles per hour limit:

85th Percentile Speed in miles per hour	Minimum Petition Area Residents' Share of Installation Costs
36	100%
37	95%
38	90%
39	85%
40	80%
41	70%
42	60%
43	40%
44	20%
45	10%
46 or more	0%

The hump maintenance costs are the City’s responsibilities when placed in a public right-of-way. Humps on or within a private street or other non-public easement or right-of-way shall be placed and maintained by the adjoining property owners and there is no cost-sharing opportunity with the City. The City will accept lump-sum payments only. Residents may be able to expedite hump installation by voluntarily paying the full installation cost.

E. Road Hump Removal and Alterations

The process for road hump removal and/or alterations is the same as the process for installation. Cost participation by residents may be required. Share for removal shall be the same as the percentage that applied at the time of installation unless otherwise approved by the City Council. No refunds of the neighborhood cost participation will be paid in the event of hump removal.

F. Road Hump Location

A road hump shall not be placed in front of adjacent property owner/occupant who objects to its placement – in the case of a property containing low and/or moderate density multiple dwellings, if over half (50%) of the households within the property objects to its placement.

Upon completion of traffic studies, the City will identify the location of proposed road humps. It shall be the responsibility of the applicant(s) to provide written certification to the City that the adjacent property owner(s) agree with the location of the hump. If the adjacent property contains attached, multi-family, or multiple dwellings, over half (50%) of the households shall be required to certify the location agreement.

G. Design Standards and Procedures

The City Manager or his/her designee shall prepare and maintain the current design standards and installation procedures for road humps in accordance with this policy.

H. Re-assessment

City Staff will re-assess this policy on an annual basis for three (3) years after its implementation. The first re-assessment is due one year after the installation of the first road hump installed under the provisions of this policy.

PROCEDURES FOR INSTALLATION

- A. The initial application for the installation of road humps must originate from one or more residents living on the proposed street to receive a road hump installation. A request in writing from a resident or representative must be forwarded to:

Road Hump Program
City of Seagoville
Attn: Community Development Director
702 North U.S. Highway 175
Seagoville, TX 75159

- B. A preliminary determination of eligibility based on available traffic data will be made in a timely manner. If there is no available traffic data, the Community Development Director will first need to collect the necessary traffic data to determine eligibility. Collecting a reasonable amount of data may take several weeks to determine daily traffic counts and speeds during non-peak travel hours.

- 1) If the street is determined to be ineligible, the applicant(s) will be notified in writing and given the reason(s) for the determination.
- 2) Decision of ineligibility may be appealed in writing to the City Manager within fifteen (15) days of the notification date. The City Manager will review the determination and respond to the applicant(s) within thirty (30) days of the appeal request.
- 3) If the street is determined to be eligible for consideration, a meeting will be arranged between the applicant(s) and Staff to define the petition area and the approximate hump location(s). The applicant(s) will be instructed to submit a formal petition using the forms supplied by the City indicating that a minimum of three-quarters (75%) of the low and/or moderate density dwelling households on the street support the installation and cost-sharing of road hump(s) as provided in the Road Hump Policy. Only petition forms supplied by the City of Seagoville or exact duplicates may be used.

- C. After verification of the petition, the Community Development Director will conduct the necessary studies and solicit comments and recommendations from other agencies. A determination of the street's eligibility for an installation will be made in a timely manner and will be based on this policy.

- 1) If the street is determined not to be eligible for an installation, the applicant(s) will be notified in writing and given the reason(s) for the Director's determination.
- 2) Decision of ineligibility may be appealed in the same manner described in Section 2 above.
- 3) If the street is determined to be eligible, the street will be placed on the list of streets eligible for a road hump installation.

- D. The Community Development Director will determine the total installation cost as well as the residents share, if applicable.

- E. Once eligible for an installation, owners of real property lying within the notification area will be notified of the proposed action by the Community Development Director or other designated staff member. (See notification area and petition area definitions in the Installation Policy.) Notices shall include a return

form to indicate support or objection to the proposed installation.

- F. If within thirty (30) days of the notice being mailed, signatures representing twenty percent (20%) or more of the property ownership within the notification area have been returned to the City stating objections to the proposed installation, a public hearing in front of City Council will be scheduled on the matter. The applicant(s) and owners of the real property will be notified of the public hearing. In addition, a reasonable effort will be made to notify each low and/or moderate density residential household along the street and the area neighborhood associations of the public hearing.
- G. If the City Council approves the installation after a public hearing, the Community Development Director or other designated staff member will place the street on the list of streets eligible for a road hump installation.
- H. Depending on the method used to pay for the cost of the installation, one of the two (2) following sections will apply. Section 1 will apply if there is no City participation in the installation cost (i.e. cost paid fully by voluntary private funds). Section 2 will apply if the residents request any City participation in paying for the cost of the installation – if that option is available under Section D of the Installation Policy.
 - 1) Once a street is placed on the list of streets eligible for a road hump installation, the City will submit an invoice for the cost of the installation to the neighborhood representative. Upon receipt of payment, the installation will be scheduled. If full payment has not been received within one year (365 days) from the statement date, the street will be removed from the list of streets eligible for a road hump installation. All monies received, if any, will be returned to the payer.
 - 2)
 - a) Annually the City Manager will submit a report containing a list of streets eligible for a road hump installation that require City funding (either in whole or in part) to the City Council. The report will rank requests in priority order determined by the following calculation:

Criteria	Ranking Item Data	Multiplier	Value
1	Percent of vehicles exceeding the posted speed limit	times daily traffic volume	= _____
2	Number of schools, parks, churches, and other public institutions (hospitals, nursing homes, etc.)	times 50	= _____
3	Percent of petitioning households	times 15	= _____
4	Number of reported accidents in previous 12 months	times 12	= _____
TOTAL RANKING VALUE			= _____

- b) The street yielding the highest numerical ranking value as calculated above will be considered to have the highest priority. The street with the earliest application date will have the highest priority among streets with the same total ranking value. The City Manager’s report will contain the ranked listing of streets approved (and applied for) together with all the data used to calculate each total ranking value, number of humps in each installation, estimated installation and maintenance costs, the City’s cost-share quantity, petitioning residents’ cost-share quantity, application date, payment due date, and cumulative City cost. The report will also list all road

hump installation requests that have been denied under the procedure in Section B1 or C2. In addition, it should list all pending requests and their status in the review process. A street that does not receive funding approval will automatically be considered in the following fiscal years for a maximum of three (3) additional fiscal cycles. After that, a new request and petition are required.

- c) Representatives of the applicants for all approved installations will be notified as to which requests have been funded for the coming fiscal year as determined by the ranking list. Those eligible projects which are not funded will remain on the list of projects for the next evaluation funding cycle.
- d) Eligible installations not included in the funding group can be approved if their full installation cost (including the City's share) is voluntarily paid, as provided in above Section H1.
- e) City funds not expended due to non-payment by residents can be applied toward the next highest ranking eligible unfunded installation project. Should these funds be insufficient to cover the City's portion of that installation and the applicants do not want to voluntarily pay the difference, these funds can then be made available to the second-highest ranking project; then the third-highest, and so forth. Alternatively, these funds may be carried over to the next fiscal year and re-allocated as part of the annual budget process.
- f) Upon funding approval and receipt of residents' payment, the hump(s) will be installed per scheduling permits. If the total payment of the residents' share has not been paid within one year (365 days) from the invoice date, the street will be removed from the list of approved installation.

ROAD HUMP PETITION

The undersigned hereby petition for installing road humps in the _____ block(s) of _____
 between _____ and _____.

I understand that signing this petition does not obligate me to financially participate in the cost of installing, maintaining, or removing a Road Hump. I also understand that the provisions of the Road Hump Policy contain requirements for sharing the installation and/or removal cost between the City of Seagoville and the residents of the Petition Area specified above. I further understand that any eligible hump project will not be completed if the residents' share is not paid within one year (365 days) from the invoice date sent by the City to the residents' representative.

Date	Name (printed)	Signature	Address	Phone	OK to install in front of my house	Pledge Amount

Name of residents' representative: _____; Address: _____; Phone: _____

Return all petitions to the City Community Development Director; City of Seagoville; 702 North U.S. Highway 175; Seagoville, TX 75159.
 Please record all unoccupied (vacant) dwellings in the petition area. List all schools, parks, churches, and other institutions on the street.

STOP SIGN INSTALLATION POLICY

The Texas Manual of Uniform Traffic Control Devices (TMUTCD) for the installation of stop signs will be used as requirements along with some of the following local guidelines. A stop sign study will be required for new (not replacement) installations along existing streets. (Attached)

A. Warranted Stop Signs

Stop signs shall not be used solely as speed control or traffic diverter devices. In most cases, they will be installed in the following circumstances.

- As an interim measure until signalization is warranted and can be achieved.
- The state laws in Texas require that vehicles on all minor streets and driveways stop and yield right-of-way to the major street. Thus, unless signals are present, Stop Signs may be installed designating all lesser size streets to stop in accordance with the following hierarchy:
 1. Freeways and Interstates
 2. Major Arterial
 3. Minor Arterial
 4. Major Collector
 5. Minor Collector
 6. Residential or Local Streets
- At locations where adequate visibility does not exist.
- As determined by a traffic engineering study.
- Where there has been an average of three (3) accidents in a twelve (12) month period that are deemed to be avoidable (correctable) by the installation of (a) stop sign(s).
- Local streets parallel to an arterial street - and separated by three hundred feet (300') or less – shall be required to stop at its intersection to the street feeding the arterial.

B. Multi-Way Stop Sign

The Multi-Way Stop Sign” installation is useful as a safety measure at some locations. It should ordinarily be used only where the volume of traffic on the intersecting roads is approximately equal. A traffic control signal is more satisfactory for an intersection with a heavy volume of traffic. Any of the following conditions may warrant a multi-way stop sign installation:

- Where traffic signals are warranted and urgently needed, the multi-way stop sign is an interim measure that can be installed quickly to control traffic while arrangements are being made for the signal installation.
- An accident problem, as indicated by five (5) or more reported accidents in a twelve (12) month period of a type that are correctable by the installation of a multi-way stop sign. Such accidents include right- and left-turn collisions as well as right-angle collisions.
- Minimum traffic volumes must meet the following:
 1. Total vehicular volume entering an intersection from all approaches must average at least five hundred (500) per hour for any eight (8) hours of an average day, and
 2. The combined vehicular and pedestrian volume from the minor street or highway must average at least two hundred (200) units per hour for the same eight (8) hours, with an average delay to minor street vehicular traffic or at least thirty (30) seconds per vehicle during the maximum hour, but

3. When the 85th percentile approach speed of the major street traffic exceeds forty (40) miles per hour, the minimum vehicular volume warrant is seventy percent (70%) of the above requirements.
- Any potential situation where vehicular volume does not meet the above requirements, the Community Development Director may install multi-way stop signs as a preventative or safety measure.

C. Stop Sign Removal or Relocation

When a stop sign is removed or relocated, thereby creating a situation where one or more directions will no longer stop, a “Cross Traffic Does Not Stop” warning sign shall be installed adjacent to the stop signs that remain. The warning sign shall be installed for not less than thirty (30) days. After the minimum requirement has been satisfied, the warning sign and post may be removed. To mitigate the possibility of violating familiar motorist expectations, stop signs installed on collector or arterial street approaches the previously did not stop, should be double-mounted (one sign above the other).

D. Yield Sign

The Yield sign assigns right-of-way to traffic on approaches or specific lanes at an intersection. Vehicles controlled by a yield sign need stop only when necessary to avoid interference with other traffic given the right-of-way.

STUDY FORM

Location: _____

Date: _____

SCOPE:

Stop signs are installed along all arterial and collector streets. Residential streets rarely need a stop sign control unless the vehicular and/or pedestrian volumes, a high frequency of right-angle collisions, or non-correctable blind corners are present. A controlled intersection is not necessarily a safe intersection. A decrease in accidents may occur because of an installation, but the intensity of damage and injuries increase for the traffic accidents that occur after the installation. Speed control is not the function of a stop sign. The following are the minimum warrants for one- and two-way stop signs. If any of the following conditions are sufficiently met, the Community Development Director may (though not required) direct such an installation. The stop sign(s) shall stop the street having the lower amount of traffic unless sign-distance requirements necessitate a reversal of this procedure.

WARRANTS:

A. Volume Requirement: The total intersection volume must exceed twelve hundred (1200) vehicles per day.

Major Street Name: _____

Approach Direction: _____ Volume toward intersection: _____ vehicles per day

Approach Direction: _____ Volume toward intersection: _____ vehicles per day

Minor Street Name: _____

Approach Direction: _____ Volume toward intersection: _____ vehicles per day

Approach Direction: _____ Volume toward intersection: _____ vehicles per day

Has the volume requirement been met? _____ Yes _____ No

B. Collision Requirement: The number of average right-angle collisions for the each of last three years must exceed three (3).

	1st Year	2nd Year	3rd Year	4th Year	Average
Year	_____	_____	_____	_____	_____
Collisions	_____	_____	_____	_____	_____

Has the collision requirement been met? _____ Yes _____ No

C. Blind Corner:

Does a Blind Corner exist? _____ Yes _____ No

Can it be corrected? _____ Yes _____ No

CONCLUSION: Stop sign(s) should be installed? _____ Yes _____ No

Place all comments on the back of this sheet

Report By: _____ Title: _____

RESIDENTIAL SPEED LIMITS PROGRAM

POLICY

Frequently, neighborhoods raise concerns about the speed of traffic through their area. The City recognizes the concerns of the residents while also acknowledging that the primary purpose of the roads is to move traffic as efficiently and safely as possible. The purpose of this policy is to identify the procedures that will be followed when complaints are received regarding speed issues in residential areas. This policy recognizes that the prima fascia speed limits in residential areas is thirty (30) miles per hour, as set by the State of Texas. This speed limit shall be in effect unless it is determined following the procedures outlined below that the speed limit(s) should be changed.

A. Specific Residential Speed Complaint

If a complaint is received about a specific location, the assumption is that the posted speed limit is valid and increased enforcement may be needed to reinforce the limit. The location will be added to a Residential Radar Enforcement form. When the complaint is received, it will be forwarded to the Operations Captain of the Patrol Division for resolution. The Operations Captain will designate an officer to respond to each complaint. The responding officer will conduct radar enforcement in the area and complete the information required in the Residential Radar Enforcement form. The designated officer will turn the Residential Radar Enforcement form in to the Operations Captain who will then contact the complainant and explain any enforcement activity. In the absence of the Operations Captain the on-duty Patrol Sergeant will assume this task.

Daytime Patrol Officers are required to work a minimum of two (2) separate thirty (30) minute segments of residential radar dependent on available time when not on service calls. Those roadways for which complaints have been received will be given priority for traffic enforcement.

The Operations Captain or his designee will contact the complainant after a week of enforcement activity in the area to obtain feedback on the action.

If it is determined that enforcement action does not satisfactorily address the complaints, the Community Development Director will conduct a speed study, utilizing the eighty-fifth percentile (85th%) to evaluate the appropriateness of the speed limit.

B. Procedures for Speed Limit Evaluation

If residents of a specific area wish to have the speed limit(s) of a neighborhood evaluated, a written request may be submitted to the Community Development Director. A study will be completed by the Community Development Director. Residents are invited to participate in the study. The Community Development Director managing the study process will contact the neighborhood representative and offer an opportunity to review the data collected through the study.

Once the study is completed, the Community Development Director will determine if the speed limit(s) should be raised, lowered, or left unchanged and make recommendations through the proper chain of command for review and presentation to City Council. Local streets in residential areas will not be increased above thirty (30) miles per hour.

Upon completion of the study, the Community Development Director along with the police department, will work together with the neighborhood representative to educate the neighborhood about any needed changes and to assist in an information program to explain to the residents about how speed limits are established or changed.

Additional speed studies will not be conducted more frequently than once each year unless in the opinion of the Community Development Director conditions have changed which would warrant a study within a year (365 days) of the last study.

C. Speed Study Methodology

Authorized City personnel will install a traffic and data collection monitoring device that measure the speed of vehicles in a 7-day period or the first one hundred (100) vehicles, whichever comes first. The measurements will take place during peak and off-peak hours and each vehicle's speed will be collected in the system's database. The recommended speed limit will be considered through the eighty-fifth percentile (85th%) range rounded to a five (5) mile per hour increment in addition to sight distances, drainage features, pavement conditions, and accident history.

ALLEY SPEED REDUCTION EVALUATION PROGRAM

General:

The importance of motorists complying with adopted speed limits is recognized by the City. Therefore, an evaluation program to test the effectiveness of raised pavement markings (traffic buttons, jiggle bars, and other similar devices) has been adopted. Based on the results of this test program, a policy may be adopted by the City of Seagoville after no less than six (6) months of testing and experience with raised pavement markers as a means of achieving speed reduction in alleys.

A. Consideration Request for Alley Speed Control Program

Consideration will be given to the first three (3) alley locations where a petition has been received with appropriate signatures for the Pilot Program. The following conditions must exist for the Speed Reduction Program to be conducted and completed in a neighborhood:

1. A neighborhood representative must meet with the Community Development Director to discuss the problem and obtain copies of petition forms and policies for the Alley Speed Reduction Evaluation Program. The minimum alley length will be that will be considered for the Speed Reduction Program is one (1) city block unless the Community Development Director finds that special circumstances warrant an installation area that is less than one (1) city block.
2. Ninety percent (90%) of residents adjacent to the affected alley must sign the provided petition form indicating agreement with the use of raised pavement markings (buttons, jiggle bars, etc.) in the alley and participate in a post-installation evaluation of the project's effectiveness. Further, the residents must indicate on the petition form their agreement for the installation to be adjacent to their property.
3. Within fifteen (15) days of the receipt of a petition meeting the above criteria, the Community Development Director will complete a proposal for installation which will be subject to the review and comment by the City's Traffic Consultant.

4. A copy of the proposed plan – including cost estimates for markings, striping, signs, other supplies, and equipment plus estimated labor costs – shall be presented to the designated neighborhood representative.
5. Upon payment of the costs of the implementation of the plan, materials for the project will be ordered and installation will be completed by the City. For the pilot program, the City of Seagoville will pay cost estimates associated with the review by the Traffic Consultant. All other approved petition installations will include all Traffic Consultant’s review costs in the proposed plan costs to be paid by the residents.
6. Removal of alley speed control devices may be accomplished by submitting a petition to the Community Development Director containing signatures of ninety percent (90%) of residents adjacent to the affected alley or a vote of the Seagoville City Council after holding a public hearing on the matter. In cases where residents petition for the removal of raised markings, the installation funds will not be refunded.

B. Additional Information:

For additional information about the Program, please contact:

City of Seagoville
Attn: Community Development Director
702 North U.S. Highway 175
Seagoville, TX 75159

TRAFFIC CALMING DEVICE

These guidelines are intended to be resource for when a development, facility, or property, within the City of Seagoville, is requesting to install traffic calming devices within streets, roadways, fire apparatus access roads, or emergency access easement, commonly referred to as “Fire Lane” for Fire Department Access. All traffic calming devices for the purposes of these guidelines and any other guidelines or requirements of the Fire Department shall conform to the 2018 International Fire Code, as adopted and amended by the City of Seagoville. All devices shall be approved separately by the City of Seagoville Community Development Director.

Speed Humps

- 1) There are two speed hump designs recommended by the Seagoville Fire Marshal.
 - a) 14-foot long speed hump for streets with posted speed limits of 25 m.p.h. or less (**Detail 1**)
 - b) 22-foot long speed hump for streets with posted speed limits of 30 m.p.h. or less. (**Detail 2**)
- 2) Speed hump designs are 3 inches at their highest point and vary in width, depending on the width of the road traversing.

Marking

- 1) Markings of speed humps shall comply with Texas Department of Transportation Manual on Uniform Traffic Control Devices.
- 2) Available at: <http://ftp.dot.state.tx.us/pub/txdot-info/trf/tmutcd> or from the Fire Marshal’s office.

Submittal Requirements

- 1) A site plan/drawing of the proposed locations of the devices, to include property lines, buildings, obstructions, and roadways. Indicate location of fire lanes and fire hydrants in the area.
- 2) Detail of the construction of the speed hump showing width, length, max height, markings.

TRAFFIC CALMING DEVICE APPLICATION

City of Seagoville, Texas

Neighborhood: _____

Installation of Device(s): _____ Removal of Device(s): _____

Contact Person: _____

Title: _____

Company Name: _____

Street/Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email Address: _____

Limits of requested study area (i.e. number of blocks, address to address): _____

Petition attached from neighborhood? No Yes; Number of sheets? _____

Office Use Only

Initial application fee: \$ _____ Notification fee if qualifies: \$ _____

Applicant's installation share if qualifies: _____% Applicant's approximate installation fee: \$ _____

Zoning on street as addresses increase: Left side: _____ Right side: _____

- 75% of addresses are low and/or moderate density dwelling households? Yes No
- Over 50% of addresses support the installation/removal? Yes No
- Over 50% of addresses will participate in cost-share? Yes No

Total number of lots on in study area: _____ 50% = _____ 75% = _____

Traffic study available? Yes No; Approx. begin date _____; Approx. end date _____

Results of traffic study: _____

Results of geometric and flood study: _____

Recommendation from study: Do Nothing Stop Sign Yield Sign Warning Sign Speed Hump Other

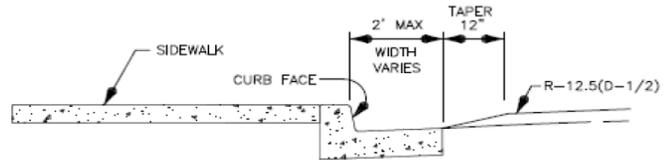
Classification from Master Thoroughfare Plan: _____

Does studied street have an at-grade intersection with a

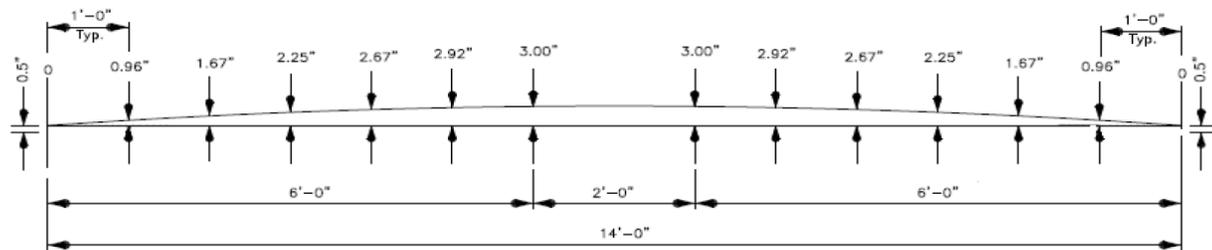
- Major Arterial? No Yes; Which one? _____
- Minor Arterial? No Yes; Which one? _____
- Major Collector? No Yes; Which one? _____
- Minor Collector? No Yes; Which one? _____
- Other classified roadway in the Master Thoroughfare Plan? No Yes; Which one? _____

SPEED HUMP SPECIFICATIONS

IMPORTANT: Speed Humps to be 3" in height to provide maximum effectiveness, while not being overly restrictive to emergency police and fire vehicles.



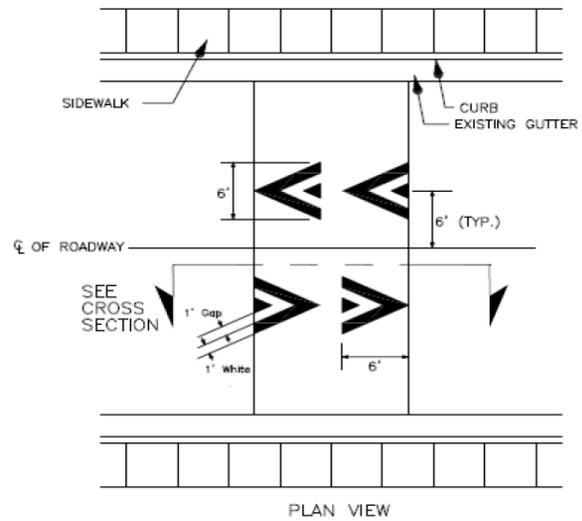
EDGE DETAIL



CROSS SECTION

NOTES:

1. Speed humps shall not be placed over manholes, water valves, survey monuments, etc.
2. Speed humps shall not be installed in a location such that roadway drainage is compromised.

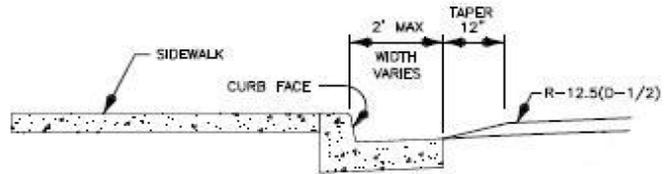


PLAN VIEW

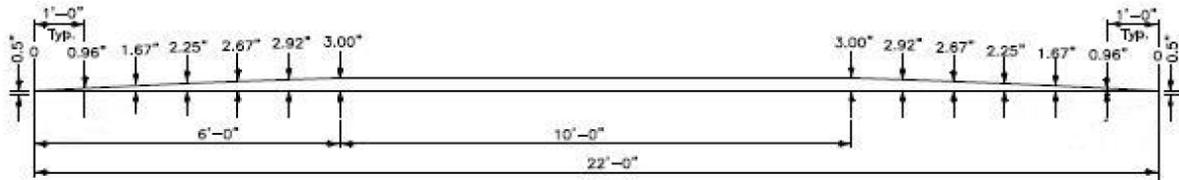
DETAIL 1: 14' SPEED HUMP

SPEED HUMP SPECIFICATIONS

IMPORTANT: Speed Humps to be 3" in height to provide maximum effectiveness, while not being overly restrictive to emergency police and fire vehicles.



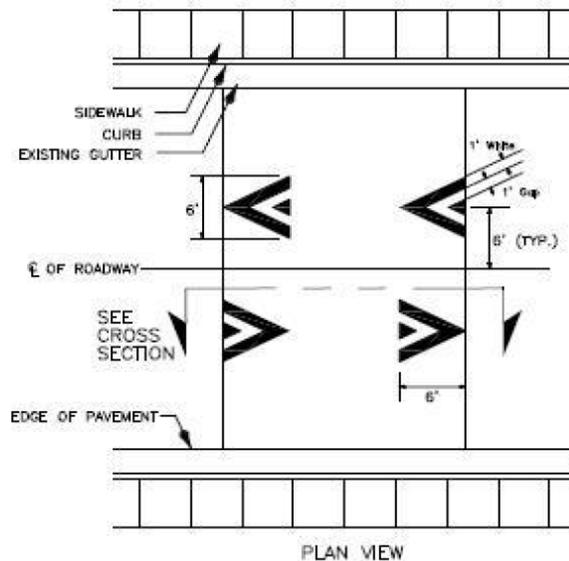
EDGE DETAIL



CROSS SECTION

NOTES:

1. Speed humps shall not be placed over manholes, water valves, survey monuments, etc.
2. Speed humps shall not be installed in a location such that roadway drainage is compromised.

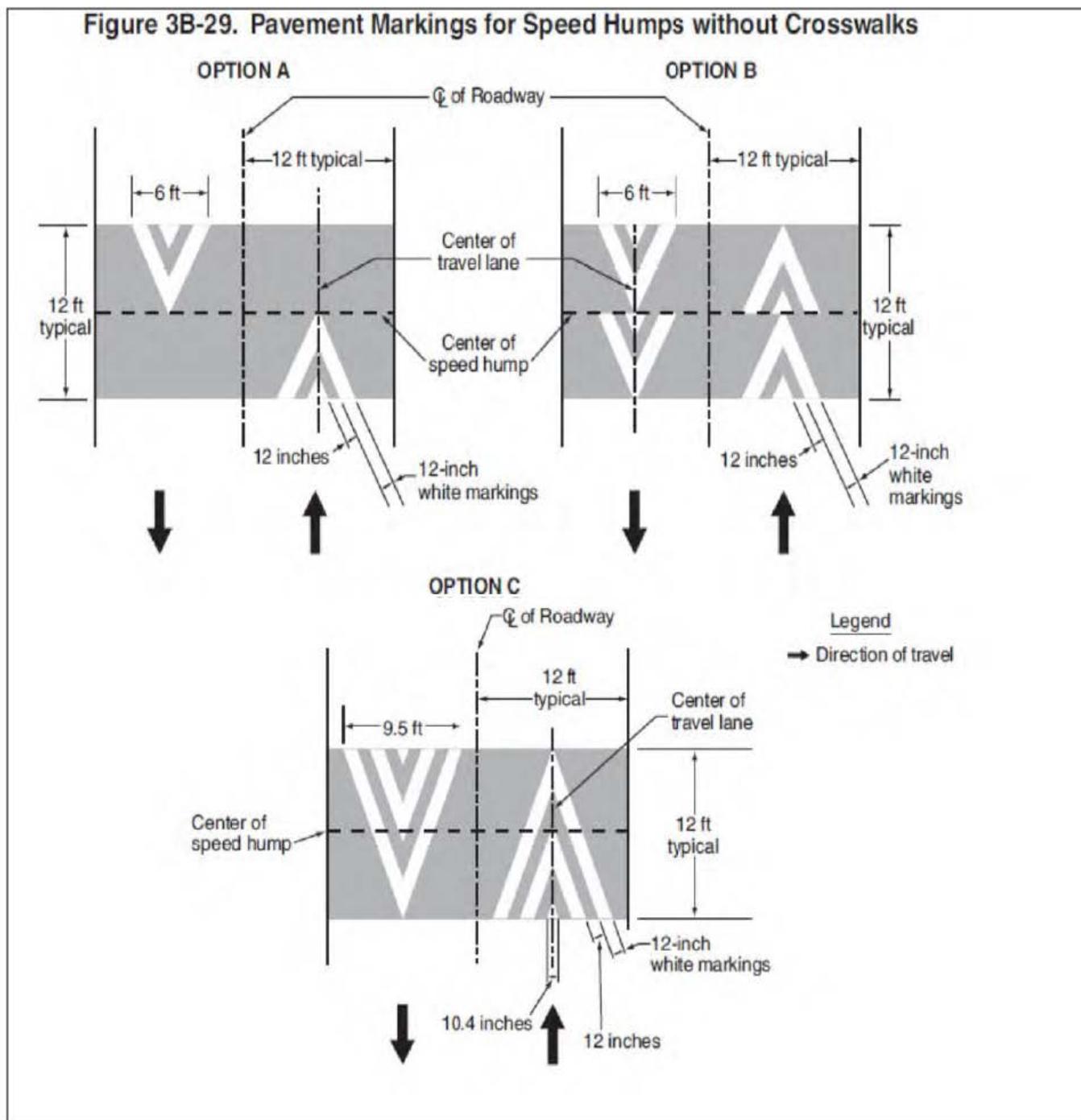


DETAIL 2: 22' SPEED HUMP

TRAFFIC CALMING DEVICE

Sample from TxDOT Manual on Uniform Traffic Control Devices (2011).

Figure 3B-29. Pavement Markings for Speed Humps without Crosswalks



Regular Session Agenda Item: 15

Meeting Date: December 3, 2018

ITEM DESCRIPTION:

Discuss and consider an Ordinance of the City Council of the City of Seagoville, Texas, amending the Code of Ordinances by amending Chapter 21, "Building Regulations", Article 21.13, "Right-Of-Way Management", by amending Section 21.13.184, to authorize variances or waivers for the application of the Design Manual for Network Nodes, and to adopt Section 21.13.185, to provide for network provider fees; and amending the Master Fee Schedule for the City of Seagoville, to amend the Public Work Fees to adopt fees for the installation of network nodes and related equipment in the City Right-Of-Way; providing a repealing clause; providing a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

In 2017 the Texas Legislature enacted Chapter 284 of the Texas Local Government Code ("Chapter 284"). Chapter 284 relates to the installation of equipment, specifically wireless network equipment, in public rights-of-way. Chapter 284 provides a state-wide regulatory scheme regarding the installation of such equipment and limits individual cities' abilities to further regulate to location of such equipment within the public right-of-way. Such regulations are contrary the historical right of Texas cities to regulate the improvements that are located with its streets and alleys and to levy a reasonable and fair charge for the use of public right-of-way by private businesses. Chapter 284 is applicable to the installation of "network nodes" (equipment that enables wireless communications between the communications network and the user's equipment) and related equipment, and applies to both the "wireless service provider" (who provides the service directly to the public) and to "network providers" (which are entities who do not provide service to the end-user, but instead build and install the equipment on behalf of a wireless service provider). This legislation greatly impacted the ability of the City to regulate these particular users of the right-of-way.

In 2017, the City adopted a Right of Way Management Ordinance to implement regulations applicable to users of the City's right of way, including Network Providers.

The FCC released the Declaratory Ruling and Third Report and Order, adopted September 26, 2018, titled FCC-18-133A.1-Network Node FCC Order, a 116-page document which discusses its reasoning behind the adoption of provisions governing the installation of small cell wireless devices throughout the country. The Rules adopted in this Order further impact and limit the ability of cities to regulate the installation of the small cell equipment within their territory. Specific considerations concerning this Order and the Rules adopted therein are: "Fees", "Time Clock", "Design/Aesthetic Considerations", "Other Equipment/Considerations" and the "Effective date". The new rules are effective January 14, 2019.

The amendments presented here will address the changes enacted under the FCC rules, effective January 2019. By adopting the changes to the ROW ordinance and the fee schedule, the City is taking those steps it is able to in order regulate the use of the City's right-of-way by the Network Providers.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

Ordinance
Master Fee Schedule – Public Works

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 21, “BUILDING REGULATIONS”, ARTICLE 21.13, “RIGHT-OF-WAY MANAGEMENT”, BY AMENDING SECTION 21.13.184, TO AUTHORIZE VARIANCES OR WAIVERS FOR THE APPLICATION OF THE DESIGN MANUAL FOR NETWORK NODES, AND TO ADOPT SECTION 21.13.185, TO PROVIDE FOR NETWORK PROVIDER FEES; AND AMENDING THE MASTER FEE SCHEDULE FOR THE CITY OF SEAGOVILLE, TO AMEND THE PUBLIC WORK FEES TO ADOPT FEES FOR THE INSTALLATION OF NETWORK NODES AND RELATED EQUIPMENT IN THE CITY RIGHT-OF-WAY; PROVIDING A REPEALING CLAUSE, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Seagoville finds that the City previously adopted regulations applicable to the installation of wireless network nodes and related equipment in the City’s rights-of-way; and

WHEREAS, the City Council for the City of Seagoville finds that it is necessary to amend its code of ordinances to adopt provisions that are consistent with federal law; and

WHEREAS, the City further finds that its necessary to amend the City’s Master Fee Schedule to adopt fees for the installation of Network Nodes and related equipment in the City’s Right of Way.

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

SECTION 1. That the Code of Ordinances of the City of Seagoville, Texas is amended by amending Chapter 21, “Building Regulations”, amending Article 21.13, “Right-of-Way Management”, and Sections 21.13.184 and 21.13.185, to read as follows:

“ARTICLE 3.17. RIGHT-OF-WAY USE

....

Sec. 21.13.184 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, unless a variance or exemption has been granted, pursuant to Section 21.13.141.

Sec. 21.13.185 Network Provider fees; Exemptions.

Network Providers must pay the Network Node application fee(s), the Network Node User Fees and the Transport Facility user fees, as applicable, as adopted in the City’s Master Fee Schedule. Network Providers are exempted from the following fees provided for in this article:

- (1) Permit application fee, including expedited application fee and permit expiration fee;

- (2) Administration fee;
- (3) Saturday inspection fee;
- (4) Registration fee.

Secs. 21.13.186–21.13.200 Reserved”

SECTION 2. That the Master Fee Schedule for the City of Seagoville, Texas is amended by amending “Public Works” fees, to include Right of Way Fees and Network Provider Fees, to read as follows:

“FEE SCHEDULE

CITY OF SEAGOVILLE MASTER FEE SCHEDULE – FY 2018-2019

PUBLIC WORKS

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 1/1/17	PROPOSED FEE INCREASE / DECREAS	FEE EFFECTIVE 10/1/18
CULVERTS				
Installation including base material		Actual Cost	\$ -	Actual Cost
INSPECTION FEE				
	4%	\$ -	4%
RIGHT OF WAY FEES				
Right of Way Registration Fee				
Right of Way Permit Fee				
Saturday Inspection Fee				
Right of Way Administration Fee				
NETWORK PROVIDER FEES				
Network Node Application Fee			\$500.00 (1-5 network nodes); \$100.00 (each additional network node); \$1,000.00 per pole	
Network Node User Fee			\$270.00 annually for each network node	
Transport Facility monthly user fee			\$28 multiplied by the number of the network provider’s network nodes located in the public right-of way for which the installed transport facilities provide backhaul, until the time the network provider’s payment to the City exceeds its monthly aggregate per month compensation to the City”	

SECTION 3. That 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. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

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 cases provide.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS ON THIS THE 3rd DAY OF DECEMBER, 2018.

APPROVED:

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

DEPARTMENT	BASICS/COMMENTS	FEE EFFECTIVE 1/1/17	PROPOSED FEE INCREASE / DECREASE	FEE EFFECTIVE 10/1/18
CULVERTS				
Installation including base material		Actual Cost	\$ -	Actual Cost
INSPECTION FEE				
	4%	\$ -	4%
RIGHT OF WAY FEES				
Right of Way Registration Fee			\$50.00	
Right of Way Permit Fee			\$500.00	
Saturday Inspection Fee			\$250.00	
Right of Way Administration Fee			\$50	
NETWORK PROVIDER FEES				
Network Node Application Fee			\$500.00 (1-5 network nodes); \$100.00 (each additional network node); \$1,000.00 per pole	
Network Node User Fee			\$270.00 annually for each network node	
Transport Facility monthly user fee			\$28 multiplied by the number of the network provider's network nodes located in the public right-of-way for which the installed transport facilities provide backhaul, until the time the network provider's payment to the City exceeds its monthly aggregate per month compensation to the City"	

Regular Session Agenda Item: 16

Meeting Date: December 3, 2018

ITEM DESCRIPTION:

Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving a professional services agreement between Seagoville Economic Development Corporation and Site Location Partnership for the purposes of recruitment of commercial, industrial, and manufacturing businesses in an amount not to exceed Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00); providing for a repealing clause; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

Site Location Partnership (SLP) is a firm that recruits manufacturing, commercial, and industrial businesses for Cities. In a regular meeting on November 26, 2018 Seagoville Economic Development Corporation (SEDC) approved entering into an agreement with Site Location Partnership in an amount not to exceed twelve thousand five hundred dollars (\$12,500.00).

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval

EXHIBITS

Resolution

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, RATIFYING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND SITE LOCATION PARTNERSHIP FOR THE PURPOSES OF RECRUITMENT OF COMMERCIAL, INDUSTRIAL, AND MANUFACTURING BUSINESSES IN AN AMOUNT NOT TO EXCEED TWELVE THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (\$12,500.00); PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (“SEDC”) desires to enter into a Professional Services Agreement (“Agreement”) with Site Location Partnership, (“Professional”) for the purposes of recruitment of commercial, industrial, and manufacturing businesses; and

WHEREAS, in the regular meeting on November 26, 2018, the SEDC unanimously approved entering into the Agreement with the Professional under the terms and conditions set forth therein in an amount not to exceed \$12,500.00; and

WHEREAS, the City Council has determined that ratifying the action taken by the SEDC to enter into the Agreement with the Professional for the purposes of recruitment of commercial, industrial, and manufacturing businesses is in the best interest of the City and will further the purposes for which the SEDC was created and should therefore be approved.

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

SECTION 1. The City Council hereby ratifies and approves the Professional Services Agreement, attached hereto as Attachment A and made a part hereof for all purposes, by and between the SEDC and Site Location Partnership, in an amount not to exceed twelve thousand, five hundred dollars and no cents (\$12,500.00), for the purposes of recruitment of commercial, industrial, and manufacturing businesses.

SECTION 2. All resolutions of the City of Seagoville 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 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 3rd day of December, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY

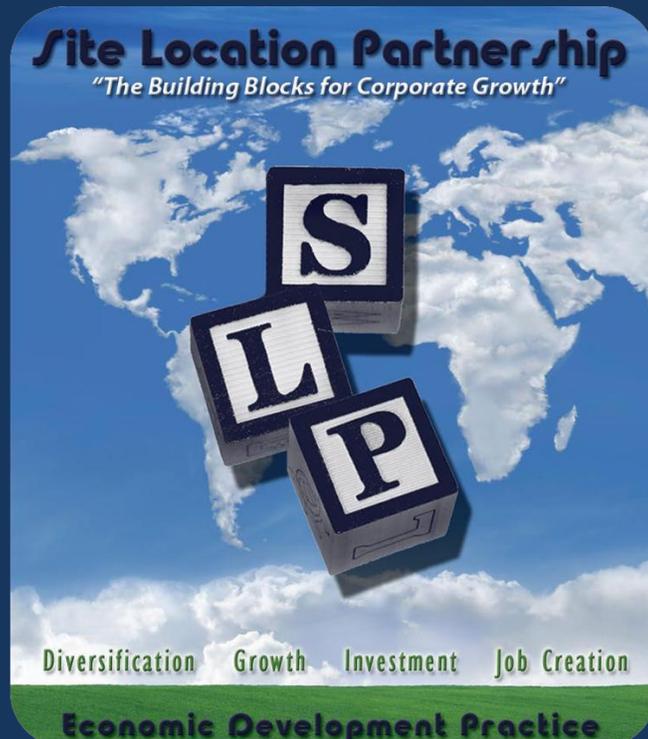
October 15,
2018

ECONOMIC DEVELOPMENT PROPOSAL Business Recruitment Program

Prepared for: Seagoville Economic Development Corp.

SEAGOVILLETX
- The City of Opportunity -

Submitted by: Site Location Partnership

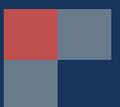


Site Location Partnership
"The Building Blocks for Corporate Growth"

Diversification Growth Investment Job Creation

Economic Development Practice

Site Location Partnership (SLP)
6021 Morriss Road, Ste. 107
Flower Mound, TX 75028
Phone: 972-874-SITE (7483)
Fax: 972-692-0384
www.sitelocationpartnership.com





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October 15, 2018

RE: LETTER OF ENGAGEMENT

Pat Stallings
City Manager
Seagoville Economic Development Corporation
105 N. Kaufman Street
Seagoville, TX 75159

Dear Pat,

As we discussed, Site Location Partnership (SLP) is pleased to provide economic development services to assist the Seagoville Economic Development Corporation with its efforts to attract new industry, investment, and jobs to Seagoville, Texas. SLP is prepared to commence work immediately upon engagement.

All service deliverables associated with SLP's Comprehensive Business Recruitment Program will be provided over a 365-day period at the all-inclusive cost of \$12,500. Please note, due to the high-demand nature of SLP's business and services, this proposal is valid until December 15, 2018.

Submitted respectfully on behalf of the SLP team, we look forward to working with you to bring quality projects and jobs to Seagoville.

Sincerely,

Justin Thompson
Chief Executive Officer
Site Location Partnership

Attachments:

- Page 2SLP Corporate Overview/SEDC Plan of Action
- Page 3Core Service 1- Targeted Industry Prospect Development
- Page 4Core Service 2- Site Selector Appointment Setting
- Page 5Core Service 3- Trade Show Representation/Site Selector Networking Forums
- Page 6Trade Show/Site Selector Networking Forum Lineup
- Page 7Core Service 4- Web Promotion/Exposure
- Page 8-12Economic Development Client Endorsements
- Page 13Economic Development Client References
- Page 14Prospect Example- Project Torch
- Page 15Service Agreement

About Site Location Partnership

Company Profile

Site Location Partnership (SLP) is a multi-disciplined advisory firm that enables the growth of businesses, communities, and economies through its two primary consulting areas – corporate site selection and economic development. SLP’s Corporate Location Practice helps companies from industrial and commercial sectors select the optimal location for expansion, relocation, or consolidation of business facilities. SLP’s Economic Development Practice assists various entities in implementing business attraction strategies for new capital investment, job creation, and economic growth. SLP executives have been responsible for over \$840 million in investment and the creation of more than 7,200 jobs.



Credentials

SLP has an extensive track record of delivering tangible results to corporations from virtually every major industry and North American economic development agencies in 33 states and three provinces. SLP’s diverse client base is a result of the firm’s comprehensive service offerings and in-house expertise. The SLP team offers over 75 years of collective experience in both the private and public sectors with varied backgrounds in the fields of site selection, economic development, commercial real estate, incentive negotiation, community development, targeted marketing strategy, business intelligence research, and information technology.

Economic Development

SLP’s ongoing activities in site selection consulting provide unmatched insight on how to effectively identify companies with active projects. SLP’s high-tech/high-touch approach leverages a vast combination of dynamic strategies, cutting-edge technology, marketing tools, industry knowledge, project experience, and existing relationships to support business recruitment initiatives for economic development clients, including, but not limited to:

- ✓ Access to a well-established network of corporate decision makers from fast-growing businesses throughout North America.
- ✓ Prospect referrals from close working relationships with numerous other location advisory firms and site selectors.
- ✓ Information sources for revenue growth, employment growth, capital financing, mergers/acquisitions, new product launches, executive changes, and other trigger events correlated to corporate expansion or relocation.
- ✓ Frequent travel to a wide array of large-scale industry trade shows.

Seagoville Plan of Action

SLP proposes an aggressive “Comprehensive Business Recruitment Program” for SEDC. The core services incorporated into this program will consist of:

1. Targeted Industry Prospect Development
2. Site Selector Appointment Setting
3. Trade Show Representation/Site Selector Forums
4. Web Promotion/Exposure

- **Duration:** **12 months**
- **All-Inclusive Cost:** **\$12,500**

Industry Project Experience
Advanced Manufacturing
Aerospace/Defense
Automotive
Call Centers/Back Office
Data Centers
Electronics
Food Processing
Healthcare
Machinery
Medical Devices
Metal Fabrication
Pharmaceuticals/Biosciences
Plastics
Professional Services
Software/IT
Solar Energy
Warehousing/Distribution
Wind Power

Core Service 1: Targeted Industry Prospect Development

Overview

The ultimate objective of every economic development agency is attracting new industry to create jobs and investment for their community. But with today's turbulent economy, intense competition from other communities, tighter budgets, and multiple job duties, it has become increasingly difficult for economic developers to be self-sufficient in generating new prospect activity. Many organizations nationwide rely on SLP to support the crucial, resource-intensive components of their business recruitment efforts.

A targeted approach is the critical element for success in business attraction. SLP's hands-on experience in the site selection process yields a deep understanding of which targeted methods are most effective in influencing corporate executives with their location decisions. SLP will utilize these methods – driven by targeted industry strategy and relationship marketing – to implement aggressive prospect development solutions for SEDC. SLP's services will cultivate an active pipeline of viable businesses from target industries/markets and connect SEDC with prospects interested in expanding or relocating to Seagoville.

Economic development agencies with limited staffing and financial resources must leverage their marketing expenditures to get more out of less. Compared to other options available at similar costs (e.g. print ads, direct mail), SLP's prospect development services provide unmatched value and ROI. SLP's prospecting efforts will also enable SEDC to spend more time working active projects instead of chasing them.

Deliverables- 4 target industries/1,200 total target companies

** The following deliverables will be provided independently for each targeted industry*

- ✓ Research, analysis, and determination of 300 target companies with the appropriate C-level decision maker and full contact information.
- ✓ Customized database including each company's industry classification, products/services, executive leadership, history, facilities, revenue, workforce, and related data.
- ✓ Development of a targeted marketing message and value proposition highlighting Seagoville's most compelling locational advantages for the industry.
- ✓ Content copywriting, graphic design, HTML coding, and deployment of promotional email broadcasts to the database.
- ✓ Real-time statistical reports tracking who opened the email campaign, the number of opens, and the number of click-throughs to SEDC's website and/or online marketing materials.
- ✓ Personalized outreach to targeted decision makers via telecommunication, email, and LinkedIn – higher priority will be placed on recipients that opened the email campaign multiple times and visited external web links.
- ✓ Conversing with targeted decision makers to promote the benefits of doing business in Seagoville, determining if their company has site location needs, and supplying pertinent information as requested.
- ✓ Prospect summary reports detailing project requirements for all companies with expansion/relocation plans and an interest in Seagoville.
- ✓ Corporate profile reports with business fact sheets and background information for all prospects.
- ✓ Facilitating introductory conference calls, videoconferences, and/or meetings with interested prospects.
- ✓ Customer service activity reports and strategy review sessions.
- ✓ Access to all compiled data for SEDC's internal usage as needed.

Subject: Growth Opportunities & Incentives for Metal Product Manufacturers- Joplin, MO

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JOPLIN IS OPEN FOR BUSINESS

Disasters Can Come Quickly.
On May 22, 2011, an EF-5 tornado tore a 14-mile path of destruction through Joplin, Missouri. The tornado took 162 lives, leveled 110 of the community, destroyed 7,000 homes, leveled more than 500 businesses and impacted over 6,000 jobs.

Recovery Comes Quickly, Too.
In less than 5 months...
- 71 Debris was cleared on schedule thanks to efforts of more than 80,000 volunteers
- 71 3,500 employees who "lost" their jobs remain on the payroll
- 71 Over 400 businesses have reopened their doors, with more opening each day
- 71 Schools opened on schedule in temporary facilities which are models for the schools of tomorrow

Thanks to this CAN DO attitude, Joplin is still OPEN for business and stronger than ever.

METAL MANUFACTURING

Joplin offers exceptional benefits for fabricated metal product manufacturers seeking a competitive edge. Favorable operating costs, a highly productive workforce, easy transportation access to major markets and a vibrant quality of life are just a few of the reasons to take a closer look at Joplin for your business expansion or relocation.

Central. Connected. More than Capable.

- Abundant, skilled workforce including experienced welders
- Strategic central location near the U.S. population center
- Convenient highway, rail and air transportation routes
- Outstanding educational and training resources
- Aggressive business incentives and tax credits
- Available buildings and shovel-ready sites
- Competitive labor and energy costs
- High-quality, low-cost lifestyle

Contact Mark Darce from SLP at 972-874-SITE or slpstrategy@gmail.com



Subject: Plastic Product Manufacturing Business Opportunity- Switzerland County, TN

Having trouble viewing this email? [Click here](#)

Gear Up for Production in Switzerland County

The Ideal Location for Plastics Manufacturing

The Switzerland County Economic Development Corporation presents a dynamic opportunity for plastics manufacturing operations in the fast-growing area of Switzerland County, Indiana. Strategically located midway between Cincinnati and Louisville, within the IN-OH-KY tri-state region, Switzerland County offers exceptional benefits for plastic and rubber product manufacturers seeking a competitive edge. Favorable operating costs, a highly productive workforce, easy transportation access, a vibrant quality of life, and prime property are just a few of the reasons to take a closer look at Switzerland County for your business expansion or relocation.

Available Buildings & Sites [Click here](#) **Markland Business Park Pkwy** [Click here](#)

- Prime & Industrial Business Park - a state-of-the-art "Shovel-Ready" site that is shovel-ready
- A large regional labor pool with skills needed by plastics manufacturing plants
- A variety of aggressive business incentives
- Convenient proximity to major roads, interstate highways, and rail stations
- Shovel-ready ready and shovel-ready parcels
- Available buildings and shovel-ready sites
- A high quality, low cost lifestyle
- All Day Business The Choice is the Markland Business Park
- Collaborative pro-business government
- Numerous educational and recreational amenities in the Switzerland County area

For more information on the opportunities awaiting your business in Switzerland County, contact Mark Darce from SLP at 972-874-SITE or mdarce@sitelocationpartnership.com.

scedc SWITZERLAND COUNTY economic development corporation
www.switzerlandusa.com



Core Service 2: Site Selector Appointment Setting

Overview

Location decisions for many expansion and relocation projects are often formulated under the strategic guidance of site selection advisory firms that help companies select communities and sites for their business operations. Understanding that site selection professionals are typically involved with approximately 60% of all corporate site location projects in North America, it is invaluable to position Seagoville as an attractive business destination in the minds of these key decision influencers.



The most advantageous strategy for SEDC in developing successful relationships with site selectors is to personally meet with them on an ongoing basis, educate them on the assets of Seagoville firsthand, and promote the area as an optimal place to do business. This process of continued contact and relationship-building will keep Seagoville on their “radar screen” and ultimately lead to top-of-mind awareness of what the community has to offer when a project presents itself.

Site selectors are aggressively pursued by a multitude of municipalities and economic development agencies. Because of the constant demand for their time and attention, many site selectors may be inaccessible or hesitant to meet with SEDC. Attempting to make these personal connections internally can be a difficult, time-consuming, and potentially fruitless task. SLP will assist SEDC by leveraging its strong ties in the site selection profession to secure one-on-one appointments with industry-leading site consultants, location advisors, and corporate real estate executives.

Deliverables- 6 meetings

** Meetings will be scheduled in geographical locations of SEDC’s choice, such as Dallas, Chicago, Los Angeles, New York, or Atlanta*

- ✓ Research, analysis, and determination of individuals that specialize in site selection on a national level and represent projects from industries ideally suited for Seagoville.
- ✓ Outreach to targeted site selectors via electronic marketing, telecommunication, personalized emails, and LinkedIn.
- ✓ Qualification of site selectors interested in learning more about the advantages of doing business in Seagoville for corporate expansion or relocation.
- ✓ Coordinating meetings for SEDC with qualified site selectors at their business office, a local restaurant, or other convenient venue.
- ✓ Email meeting requests sent to site selectors to confirm each appointment.
- ✓ Logistical planning of itineraries with driving directions and other support as needed.
- ✓ Professional profile summaries with details on the site selector’s work experience, areas of specialization, industry expertise, clients represented, site location project assignments, education, designations, certifications, professional affiliations, and other background information – provided in advance for SEDC’s review.
- ✓ Strategy session teleconference with SLP before each trip.
- ✓ Opportunity to distribute marketing literature, promotional items, and related materials to site selectors during each meeting.



Core Service 3: Trade Show Representation/Site Selector Networking Forums

Trade Show Representation

Most economic developers are aware of the potential value associated with participating in trade shows, but few have the resources or time necessary to maximize their business recruitment efforts at these types of events. SLP will turn SEDC's challenges into opportunities by strategically representing Seagoville at several large-scale trade shows from coast to coast.

SLP targets industry-specific shows/co-located events encompassing a diverse range of high-growth business sectors. With a unique opportunity to reach thousands of decision makers all under one roof, SLP will represent Seagoville at each show by displaying SEDC's marketing materials and generating new prospect activity for the community – **regardless of whether SEDC attends the show.**

Trade Show Deliverables- 6 shows

** See Trade Show Lineup page for more information on each show*

- ✓ Up to two expo attendee badges/registration for SEDC.
- ✓ Exposure in SLP's aggressive marketing outreach to C-level executive attendees before the show.
- ✓ The ability to work from the SLP exhibit booth as a home base – no booth shifts are required as the SLP team will be manning the booth and representing SEDC at all times.
- ✓ Strong on-site marketing presence with SLP distributing Seagoville promotional collateral to attendees from the booth and while walking the floor of the exposition hall.
- ✓ Trade show activity reports detailing post-show research, follow-up, and qualification of all prospect leads generated.
- ✓ Prospect summary reports and corporate overview profiles for all companies identified at the show with expansion/relocation plans.

Site Selector Networking Forums

SLP's site selector networking forums will offer exceptional opportunities, in a small-group social setting, for SEDC to interact with local site consultants, location advisors, and corporate real estate executives responsible for business expansion/relocation decisions.

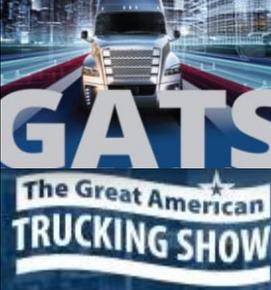
Networking Forum Deliverables- 6 forums

** Forums to be held on the first night of each SLP trade show*

- ✓ Up to two invitations for SEDC to attend.
- ✓ Site selector RSVP lists with professional profile summaries – provided in advance for SEDC's review.
- ✓ Exclusive access to meet with site selector attendees.
- ✓ Firsthand insight on economic development best practices, the latest trends affecting site selection, and other informative topics of discussion.
- ✓ Networking forum reports with attendee lists/full contact info.



SLP Trade Show/Site Selector Networking Forum Lineup- 2019

<p><u>Advanced Manufacturing Expo</u> Anaheim, CA Anaheim Convention Center February 5 - 7, 2019 Expected Attendance: 23,000 Industry: Multiple Vertical Industries http://anaheim.ubmcanon.com</p>	<p>AME, along with 5 co-located shows, make up the West Coast's largest manufacturing event – dedicated to plastics, packaging, med-tech, electronics, automation, metals, distribution, aerospace, and automotive industry sectors.</p>	
<p><u>MRO Americas</u> Atlanta, GA Georgia World Congress Center April 9 - 11, 2019 Expected Attendance: 15,000 Industry: Aviation https://mroamericas.aviationweek.com</p>	<p>Recognized as one of the fastest growing exhibitions in the U.S., MRO Americas brings together aviation service providers and manufacturers of equipment and components for the aerospace supply chain.</p>	
<p><u>Atlantic Design & Manufacturing</u> New York, NY Javits Convention Center June 11 - 13, 2019 Expected Attendance: 20,000 Industry: Multiple Vertical Industries www.atldesignshow.com</p>	<p>AD&M, along with 6 co-located shows, make up the East Coast's largest manufacturing event – dedicated to plastics, packaging, med-tech, bioscience, automation, metals, distribution, aerospace, and automotive industry sectors.</p>	
<p><u>GATS 2019</u> Dallas, TX Dallas Convention Center August 22 - 24, 2019 Expected Attendance: 50,000 Industry: Distribution/Automotive www.truckshow.com</p>	<p>GATS 2019 merges multiple industry-related events into the nation's second largest distribution exhibition for logistics/trucking service providers and suppliers of transportation equipment and motor vehicle parts/accessories.</p>	
<p><u>Pack Expo</u> Las Vegas, NV Las Vegas Convention Center September 23 - 25, 2019 Expected Attendance: 30,000 Industry: Food/Packaging www.packexpolasvegas.com</p>	<p>Pack Expo unites manufacturers from 125 countries to form the largest processing/packaging expo in the world – representing food products, machinery, life sciences, chemicals, consumer goods, and other crossover markets.</p>	
<p><u>Fabtech</u> Chicago, IL McCormick Place November 11 - 14, 2019 Expected Attendance: 44,000 Industry: Metalworking/Fabrication www.fabtechexpo.com</p>	<p>Recognized as America's largest metalworking trade show, Fabtech draws decision makers from a variety of industrial segments to see the latest products, services, and equipment in metal forming, fabricating, welding, and finishing.</p>	

Core Service 4: Web Promotion/Exposure

Overview

With nearly 90% of site searches beginning on the internet, it is critical for economic development agencies to build and maintain a powerful web presence for their community. Minimal online visibility often results in lost opportunities when viable locations are overlooked by site consultants and corporate decision makers during the site selection process.

SLP will amplify SEDC's internet exposure, create online awareness of Seagoville, and generate interest from site seekers on one of the fastest growing site selection/economic development resources on the web – www.sitelocationpartnership.com – and its exclusive "Hot Spots" interactive location directory.

Hot Spots

"Hot Spots" is the leading online destination for site selectors and prospects seeking the ideal location for their upcoming expansion or relocation project. The "Hot Spots" searchable web portal enables visitors to quickly identify pro-business communities in their geographical areas of interest, access key information on these locations, and connect with the appropriate economic development representatives.

Deliverables

- ✓ "Hot Spot" directory listing with logo, contact information, and external web links to Seagoville's website.
- ✓ Customized "Learn More" microsite/landing page with featured advertorial content, pictures, maps, properties, news, and outbound links to promote Seagoville (content can be changed and updated as requested).
- ✓ Inquiry response form for interested web visitors to directly contact SEDC for more information.
- ✓ Social media bookmark/share button widget.
- ✓ Up to three press releases for developments and announcements in Seagoville – posted on SLP's main Media Center web page and submitted to an extensive online distribution network (major search engines, newswires, social media outlets, RSS feeds, and industry blogs).
- ✓ Added exposure from targeted electronic broadcasts, PR campaigns, and social networking outreach to promote the "Hot Spots" directory and increase web traffic.
- ✓ Quality backlinks to boost search engine optimization and page ranking for Seagoville's website.
- ✓ Prospect summary reports and corporate overview profiles for web inquiries with active projects.
- ✓ Statistical reports tracking all web hits and traffic driven to Seagoville's website (data compiled/verified by AWStats Analytics).

Economic Development Practice Endorsements

“ We have worked with Site Location Partnership for the last few years with great success. Their services have yielded two quality projects that located to our community. The first was a plastics manufacturing company, and the second was a manufacturer of transportation equipment for the wind energy industry. SLP has a proven track record of delivering measurable results with an unmatched return on investment. I highly recommend their services to any community seeking assistance with lead generation for economic development. ”



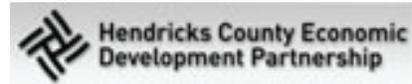
Roger Feagley, Executive Director
 Sulphur Springs Economic Development Corporation
 Sulphur Springs, TX



“ Working with Site Location Partnership has provided us with a valuable opportunity to strengthen our targeted marketing strategy and maximize our investment. The team at SLP works directly with our staff to achieve the highest level of support for our business attraction initiatives. In dealing with other site selection and economic development consulting firms, we have not received the professional services, expertise and guidance that we have from SLP. We have recently renewed our contract with SLP and look forward to continuing this very productive working relationship. ”



Cinda Kelley-Hutchins, Executive Director
 Hendricks County Economic Development Partnership
 Avon, IN



“ We are very pleased to announce our contract renewal with Site Location Partnership. We have found SLP to be a cost effective and efficient partner in expanding our business recruitment efforts. With limited resources, it has been imperative to find new avenues to access corporate location projects across the country. SLP’s expertise has provided us several opportunities with great exposure to growing businesses and other site consulting firms. With SLP’s assistance, we have developed a much more focused approach to our target industries. ”



Gary Marks, CEcD, Executive Director
 Prescott Valley Economic Development Foundation
 Prescott Valley, AZ



“ Site Location Partnership has played a vital role in the ongoing efforts of our organization. I have found them to be one of the most innovative, forward-thinking companies we have dealt with and I certainly view them as market leaders from this perspective. We are very pleased with their work in aggressively recruiting targeted industries on our behalf, facilitating meetings for us with other site selectors, and enhancing our web presence. We are confident that SLP will continue to guide us in a positive direction and look forward to continued success in the years to come. ”



Rachel Daily, Director of Marketing
 Miami County Economic Development Authority
 Peru, IN



Economic Development Practice Endorsements

“ “ We appreciate our relationship with SLP and their very thorough approach to generating new prospects for our organization. They have proven to be a cost-effective way to gain exposure for our county across a wide range of industries. By utilizing SLP for our business recruitment activities, we are able to reach a much larger audience than we could possibly access on our own. They also provide us with representation at several trade shows each year - visibility that our limited resources would not allow us to attain on our own. ” ” Working with SLP has been a good investment for our organization.



Rod Crider, CEcD, CCE, President
 Wayne Economic Development Council
 Wooster, OH



“ “ As we look to expand our target markets, we realize that other economic development organizations nationwide are becoming even more aggressive in their business recruitment. With limited staff and funding, we need to get the biggest bang for our buck. Our investment with SLP has paid off in terms of developing stronger relationships with site consultants and targeting industry sectors such as alternative energy, life sciences, and aviation. ” ”



Helene Caseltine, CEcD, Executive Director
 Indian River County Chamber of Commerce
 Vero Beach, FL



“ “ I have known and worked with SLP’s CEO for over six years now. The SLP staff knows the business, has the contacts, and has always come through for me in regards to identifying projects and initiating one-on-ones. This has presented immense value and has resulted in me making contact with targeted prospects, site consultants and industry leaders that I may not have otherwise had the chance to connect with on such a personal level. ” ”



Sean Stockard, CEcD, President/CEO
 Business Development Corporation of Vernon
 Vernon, TX



“ “ When we evaluated how to best leverage our economic development dollars to increase visibility and heighten awareness among the decision makers in corporate expansion and relocation, Site Location Partnership’s comprehensive service programs stood out above the rest. We feel that economic development is an industry that thrives on personal and business relationships. SLP offers us a great avenue with the resources to build and nurture the types of relationships that translate into results for our community. ” ”



Fonda Hawthorne, Economic Development Officer
 Sevier County Economic Development
 De Queen, AR



Economic Development Practice Endorsements

“ Site Location Partnership helps us market the new brand for Iowa’s Creative Corridor through engagement with companies considering expansion and relocation. They also augment our region’s current recruitment efforts by providing more opportunities for exposure to advanced manufacturers and other companies at major trade shows across the nation. This helps eliminate excess travel costs and lost staff time so we can focus on our clients and investors locally, while still marketing the region externally. SLP saves us time, energy and money. ”



Mark Nolte, President
 Iowa City Area Development Group
 Iowa City, IA



“ Site Location Partnership continues to play a huge role in our marketing efforts for the Missouri CORE region. SLP allows us to leverage our scarce resources and gain exposure to target industries that best fit the strengths of our region, such as food processing, automotive manufacturing, and life sciences. They also provide us with valuable opportunities to meet with their established network of site selection consultants in various markets, and gain insight into the current projects that they are working on. ”



Bernie Andrews, Executive Vice President
 Regional Economic Development, Inc.
 Columbia, MO



“ When the opportunity to work with Site Location Partnership came along, we jumped on it. In years past, we would place a print ad in a variety of site magazines. It was a good way of getting our name out there, but we’d never really get to talk to people face-to-face. SLP’s services are so much more aggressive. We’re now out there talking to site selectors instead of just running an ad and hoping somebody calls. We plant those seeds and develop those relationships. It really does work. Plus, the annual cost of our investment with SLP is less than what we used to pay for just one print ad. ”



Brent Painter, Economic Development Director
 City of Strongsville
 Strongsville, OH



“ Working with Site Location Partnership allows us to leverage our marketing budget more effectively. The relationships developed through SLP have proven to be extremely valuable as we look to gain exposure for economic development opportunities that exist in our region. I have been very impressed with SLP’s leadership, as well as the connections they have provided to our group since we came on board with their firm. ”



Nate Clayberg, Executive Director
 Buchanan County Economic Development Commission
 Independence, IA



Economic Development Practice Endorsements

“ You have done a phenomenal job of getting us in front of quality prospects and well-known site selectors in the industry. These meetings will undoubtedly benefit us in the long term. Economic development is all about contacts and relationships, and it takes considerable time and effort to make these happen. Keep up the great work! ”



Arnie Frankel, CEcD, Manager (retired)
 Southwestern Electric Power Company
 Shreveport, LA



“ Site Location Partnership has helped us maximize our marketing dollars and expand our recruiting objectives. As a smaller market, SLP provides Cedar City the opportunity to gain exposure at trade shows and site selector networking events that we otherwise could not generate on our own. We look forward to continued success interacting with industry leaders and site selection decision makers through our partnership with SLP. ”



Brennan Wood, Economic Development Director
 Cedar City Economic Development
 Cedar City, UT



“ When Carroll County decided to expand its business attraction marketing ahead of the completion of the Hoosier Heartland Highway, Site Location Partnership was the logical choice to assist our organization. We’ve been able to pinpoint our efforts on corporate site selectors and companies well-suited to do business in Carroll County from food processing and machinery manufacturing industry sectors. The Carroll County Economic Development Corporation is very pleased and optimistic of our partnership with SLP. We look forward to a long and successful working relationship. ”



Laura Walls, Executive Director
 Carroll County Economic Development Corporation
 Delphi, IN



“ We recently renewed our services contract with SLP and have found them to be a cost-effective, innovative way to extend the targeted outreach of the Joplin region. SLP’s approach gives us high visibility in a number of markets which enhances and expands our ongoing efforts to promote Joplin as a great place for business. ”



Rob O'Brian, CEcD, President
 Joplin Area Chamber of Commerce
 Joplin, MO



Economic Development Practice Endorsements

“ We’ve been able to carry our marketing message into new areas - and do it effectively - thanks to the consultants at Site Location Partnership. They’ve represented Lee County at several trade shows and have always been there to offer valuable advice, provide networking opportunities and help us develop contacts with prospects. Best of all, the firm has always been accessible, responsive and affordable. That’s particularly important given the tight budgets we’re all facing. ”



Bob Heuts, Director
 Lee County Economic Development Corporation
 Sanford, NC



“ SLP supports Hudson’s existing business attraction efforts in the areas of polymers, medical devices, instrumentation and controls, bio-medical, advanced manufacturing, and distribution. When we started looking for ways to expand Hudson’s recruitment outreach in our targeted industries, SLP provided us with the greatest return on our investment. ”



Chuck Wiedie, Economic Development Director
 City of Hudson
 Hudson, OH



“ When our department was challenged with finding new markets to generate business attraction leads, Site Location Partnership offered a unique opportunity. We have gained significant exposure in a variety of our target markets while awareness of Saskatchewan’s economic boom, and our strategic location within the province, has grown. ”



Denis Lavertu, Director of Business Development
 City of North Battleford
 North Battleford, SK



“ Our organization considers internet promotion to be the direction of the future and SLP to be among its leaders. Bucyrus’ Crossroads Industrial Center has been rated one of the top industrial sites in Ohio and SLP has gone the extra mile in professionally presenting the Center’s assets. We are pleased to utilize SLP as a major factor in our marketing program. ”



Thomas Moore, President/CEO
 Crawford County Development Board
 Bucyrus, OH



Economic Development Practice References

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 903-439-0101
rfeagley@ss-edc.com

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Adam Gawarecki

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Tony Kaai, CEcD

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Matt Matayoshi

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directored@indianriverchamber.com

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anobles@kilgore-edc.com

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brent.painter@strongsville.org

Arnie Frankel, CEcD

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 318-364-7379
atf99@yahoo.com

Raudel Garza

Harlingen EDC
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 956-216-5085
rgarza@harlingenedc.com

PROSPECT EXAMPLE – PROJECT TORCH

Preliminary Overview

- 1. Operations:** Facility will be used for welding/fabrication/manufacturing of specialized transportation equipment – primarily heavy-haul trailers and transporters for oil & gas, construction, power generation, agriculture, aerospace, and other industries.
- 2. Job Creation:** Peak employment- 150 workers (estimated annual payroll- \$5M to \$6M). Startup employment- 35 workers; Year-three employment- 100 workers; Year-five employment- 150 workers. Workforce will consist of 75% production labor (primarily welders and fabricators) and 25% office labor (management, clerical, engineering, HR, purchasing, accounting, etc.). Estimated average wages for production labor are as follows: Entry-level- \$14-\$16/hr; Semi-skilled- \$18/hr; Skilled- \$20-\$22/hr. All employees will be hired locally.
- 3. Estimated Capital Investment:** \$4M.
- 4. Essential Requirement:** Workforce – An abundant supply of welders and fabricators, limited competition from related industries for employees, and availability of local training/recruitment resources are critically important to the success of this project.
- 5. Facility:** Existing building or build-to-suit. 30,000-40,000 Sq. Ft. Facility (approximately 2k-3k SF for office space, minimum 25' clear height, minimum 12' wide roll-up doors, loading docks/drive-through bays are not required). 10+ acre industrial site (minimum 3 acres of yard space for outside storage). Location in an established industrial/business park is preferred (but not required).
- 6. Operating Schedule:** 7 days per week, consisting of 2 shifts per day on Monday-Friday and 1 shift per day on weekends.
- 7. Utilities:** Electricity- 80,000-96,000 kWh/month; Natural Gas, Water, Sanitary Sewer Service- General use; Telecommunications- T1 service.
- 8. Transportation:** Highway access is critical for the delivery of raw materials and transportation of finished products. To accommodate truck traffic, it is preferred (but not required) that facility be less than 15 miles from a four-lane highway/interstate. Access to an international airport within a one-hour drive is preferred (but not required). Rail access is not required.
- 9. Support Services:** A local company with industrial painting capabilities would be very beneficial (but not required).
- 10. Geographical Areas of interest:** North Texas, Central Texas.



SERVICE AGREEMENT

Between:

SITE LOCATION PARTNERSHIP

CLIENT

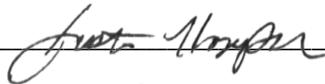
<p>Site Location Partnership (SLP) 6021 Morriss Road, Suite 107 Flower Mound, TX 75028 Phone: 972-874-7483</p> <p>Contact: Justin Thompson jthompson@sitelocationpartnership.com</p>	<p>Seagoville Economic Development Corporation 105 N. Kaufman St Seagoville, TX 75159 Phone: 972-287-6807</p> <p>Contact: Pat Stallings pstallings@seagoville.us</p> <p>Product: Comprehensive Business Recruitment Program</p> <p>Duration: 12 Months</p>
Investment	\$12,500

TERMS & CONDITIONS:

1. SERVICES. SLP shall provide service deliverables (“Services”) to Client as described in the attached proposal.
2. LENGTH OF AGREEMENT. The term of this Agreement (“Term”) shall be one year (365 days), commencing on the date of the last signature below, and may be extended only by the written agreement of both parties.
3. PROJECT FEE. Client shall pay to SLP a one-time, all-inclusive fee of \$12,500 (“Project Fee”) as full compensation for the entire project setup process, strategy implementation, and delivery of Services. The Project Fee is based on a fixed-fee pricing model, with no out-of-scope or hidden costs – providing for control, predictability, and transparency of expenses for Client. All expenses incurred or to be incurred by SLP in connection with providing Services are included and covered within the Project Fee.
4. PAYMENT. Due to the high-demand nature of SLP’s business and time sensitive delivery of its services, it is SLP’s policy to collect full payment of the Project Fee upon engagement and before work can commence.
5. TERMINATION. In the event that during the Term of this Agreement, Client determines that SLP has failed to perform Services to Client’s satisfaction, Client shall give notice thereof to SLP via certified mail, return receipt requested. SLP shall then have thirty (30) days following its receipt of such notice, to perform Services to Client’s satisfaction. In the event that SLP fails to perform such Services to Client’s satisfaction within such period, Client shall have the right to terminate this Agreement.
6. PROCEDURE UPON TERMINATION. In the event of termination by Client, within fourteen (14) days following Client’s termination of this Agreement, SLP shall refund to Client a portion of the Project Fee. The amount of the refund shall be equal to the full Project Fee less the sum of \$34.25 multiplied by the number of days between the commencement date of this Agreement and the termination date.

The undersigned agree to the terms as stated and acknowledge that this Agreement shall be binding upon both parties.

SLP REPRESENTATIVE: Justin Thompson, CEO

_____  Date: 10/15/18

CLIENT REPRESENTATIVE: Pat Stallings, City Manager

_____ Date: _____

Regular Session Agenda Item: 17

Meeting Date: December 3, 2018

ITEM DESCRIPTION:

Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving a professional services agreement between the Seagoville Economic Development Corporation and Flyer View Group, LLC, for the purposes of design and configuration of aerial map posters and web-based flip book to provide advertising for the SEDC and the City of Seagoville, in an amount not to exceed Ten Thousand Six Hundred Seventy-Five Dollars and No Cents (\$10,675.00); providing for a repealing clause; providing for a severability clause; providing for an effective date.

BACKGROUND OF ISSUE:

Flyer View Group, LLC is a company that designs and creates aerial map posters and web-based flip books for communities. In a regular meeting on November 26, 2018 Seagoville Economic Development Corporation approved an agreement with Flyer View Group, LLC for customized aerial map posters and web-based books for Seagoville

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

Resolution

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, RATIFYING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND FLYER VIEW GROUP, LLC, FOR THE PURPOSES OF DESIGN AND CONFIGURATION OF AERIAL MAP POSTERS AND WEB-BASED FLIP BOOK TO PROVIDE ADVERTISING FOR THE SEDC AND THE CITY OF SEAGOVILLE, IN AN AMOUNT NOT TO EXCEED TEN THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS AND NO CENTS (\$10,675.00); PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (“SEDC”) desires to enter into a Professional Services Agreement (“Agreement”) with Flyer View Group, LLC (“Professional”) for the purposes design and configuration of aerial map posters and web-based flip book to provide advertising for the SEDC and the City of Seagoville; and

WHEREAS, in the regular meeting on November 26, 2018, the SEDC unanimously approved entering into the Agreement with the Professional under the terms and conditions set forth therein in an amount not to exceed \$10,675.00; and

WHEREAS, the City Council has determined that ratifying the action taken by the SEDC to enter into the Agreement with the Professional for the purposes of design and configuration of aerial map posters and web-based flip book to provide advertising for the SEDC and the City of Seagoville is in the best interest of the City and will further the purposes for which the SEDC was created and should therefore be approved.

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

SECTION 1. The City Council hereby ratifies and approves the Professional Services Agreement, attached hereto as Attachment A and made a part hereof for all purposes, by and between the SEDC and Flyer View Group, LLC, in an amount not to exceed ten thousand, six hundred seventy-five dollars and no cents (\$10,675.00), for the purposes of design and configuration of aerial map posters and web-based flip book to provide advertising for the SEDC and the City of Seagoville.

SECTION 2. All resolutions of the City of Seagoville 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 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 3rd day of December, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY



Product & Services Agreement

November 7, 2018

Flyer View Group, LLC agrees to design and configure for City of Seagoville Aerial Map Posters and Web-based Flip-book. The cost of all products is \$10,675.00 and includes Custom Image Processing and 21 Hours Design Time.

_____ Dale Appleby, President, Flyer View Group. LLC

_____ Date

_____ Pat Stallings, City Manager, City of Seagoville

_____ Date

Estimate #399

**Billing Address**

Seagoville EDC
105 N. Kaufman St.
Seagoville TX 75159
pstallings@seagoville.us
469-383-4888

Contact: Pat Stallings
972-287-6807

Service Address

Seagoville EDC
105 N. Kaufman St.
Seagoville TX 75159
pstallings@seagoville.us
469-383-4888

Contact: Pat Stallings
972-287-6807

Send Payment To

Flyer View Group, LLC
6136 Frisco Square Blvd.
Suite 400
Frisco Tx 75034 United
States
9726702679
dale@flyerview.com

Date	09/17/18
Sent	09/13/18
Total	\$10,675.00
Payments	\$0.00
Balance	\$10,675.00

Charges

Item	Description	Unit Cost	Tax	Quantity	Line Total
Custom Image Processing	Custom Image Processing	\$500.00		1.0	\$500.00
Graphic Design	Graphic Design	\$125.00		21.0	\$2,625.00
Litho Posters	2-sided Posters (1st 100) 4/4 Full Color	\$3,000.00		1.0	\$3,000.00
Litho:LITHO REP	Litho Reprint	\$1.00		400.0	\$400.00
Litho:FOLD	Professional Folding	\$150.00		1.0	\$150.00
FlyerView (Digital Flip-book)	"FlyerView" Digital/Dynamic Map Brochure Includes: -Existing design of hard-copy map poster (Additional charges apply for redesign \$125/hr) -Hot links to internal and external sites -Quarterly edits to content included for 12 month period -Print on-demand Not Included: -Video Production	\$7,000.00		1.0	\$7,000.00
		\$0.00		1.0	\$0.00
COURTESY DISCOUNT	Courtesy Discount (PACKAGE PRICE WHEN PURCHASING PRINTED POSTERS AND DIGITAL FLIP-BOOK COMMUNITY PROFILE)	\$3,000.00	-	1.0	-\$3,000.00
Shipping	Delivery TBD	\$0.00		1.0	\$0.00
				Subtotal	\$10,675.00
				Tax	\$0.00
				Total	\$10,675.00

Notes

Terms

Payment due at time of order.

Regular Session Agenda Item: 18

Meeting Date: December 3, 2018

ITEM DESCRIPTION

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, ratifying and approving a one (1) year continuation of a Professional Services Agreement between the Seagoville Economic Development Corporation and the Retail Coach for the purposes of providing assistance in retail recruitment and development strategy in an amount not to exceed Twenty Thousand Dollars and No Cents (\$20,000.00); providing for a repealing clause; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

The Retail Coach is a national retail consulting, market research and development firm who is known to “combine their experience, strategy technology and creative marketing to execute high impact retail recruitment and development strategies for local governments, chambers of commerce and economic development corporations.” Following ratification and approval by the City Council on or about January 8, 2018, the SEDC and City of Seagoville have worked with The Retail Coach witnessing their efforts to perform the services promised and seeing the end results of their work to date. The SEDC desires to continue working with The Retail Coach and unanimously approved continuing the Professional Services Agreement for the next twelve (12) months at a cost of \$20,000.

FINANCIAL IMPACT:

The total compensation fee is invoiced in two (2) payments of \$10,000.00 each for a total of \$20,000.00.

RECOMMENDATION:

Staff recommends approving the continuation of the Professional Services Agreement with The Retail Coach.

EXHIBITS AND ATTACHMENTS

- | | |
|---------------|--|
| Attachment 1. | Resolution Authorizing the SEDC Board Chair to sign a Professional Services Agreement with The Retail Coach. |
| Exhibit A. | Retail Economic Plan Proposal. |
| Exhibit B. | Professional Services Agreement with The Retail Coach |

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, RATIFYING AND APPROVING A ONE (1) YEAR CONTINUATION OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND THE RETAIL COACH FOR THE PURPOSES OF PROVIDING ASSISTANCE IN RETAIL RECRUITMENT AND DEVELOPMENT STRATEGY IN AN AMOUNT NOT TO EXCEED TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00); PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in December of 2017, the Seagoville Economic Development Corporation (“SEDC”) entered into a Professional Services Agreement (“Agreement”) with The Retail Coach, LLC, (“Professional”) for the purposes of providing assistance in creating a Seagoville Business Development Strategy; and

WHEREAS, the City Council ratified and approved the SEDC's actions on January 8, 2018; and

WHEREAS, after witnessing the efforts of the Professional and seeing the end result of the services performed, the SEDC believes continuing to work with the Professional is in the best interest of the City; and

WHEREAS, the SEDC unanimously approved a one (1) year continuation of the Agreement with the Professional in an amount not to exceed \$20,000.00; and

WHEREAS, the City Council has determined that ratifying the action taken by the SEDC to continue the Agreement with the Professional for the purposes of providing assistance in Retail Recruitment and Development Strategy is in the best interest of the City and will further the purposes for which the SEDC was created and should therefore be approved.

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

SECTION 1. The City Council hereby ratifies and approves the one (1) year continuation of the Professional Services Agreement, attached hereto as Attachment A and made a part hereof for all purposes, by and between the SEDC and The Retail Coach, LLC, in an amount not to twenty

thousand dollars and no cents (\$20,000.00), plus reasonable travel expenses, for the purposes of providing assistance in Retail Recruitment and Development Strategy.

SECTION 2. All resolutions of the City of Seagoville 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 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 3rd day of December, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY

(/cdb 11/29/2018)

November 26, 2018



Retail Recruitment and Development Strategy (Year 2)

PROPOSAL FOR:

Seagoville Economic Development Corporation

PREPARED BY:

**Kelly Cofer, CCIM
President & CEO**

**Aaron Farmer
Senior Vice President**

®

Scope of Services

Phase 1: 2019 Data Update & Cell Phone Analysis

DELIVERABLES:

- 2019 Demographic Update (Retail Trade Area and Community)
- 2019 Retail Gap (Leakage) Analysis
- 2019 Psychographic Report
- **Cell Phone Analysis (On up to 3 locations)**

Phase 2: Identifying Retailers & Developers for Recruitment

The Retail Coach has been successful in recruiting leading retail brands to our client communities for more than 17 years. From Chick-fil-A and In-N-Out Burger to Academy Sports and Costco, our process is driven by providing accurate and current data sets and site-specific information to retailers, brokers, and developers. We target national and regional retail brands that are a good fit for the community.

DELIVERABLES:

- Target list of retailers
- Target list of real estate developers
- Target list of retail brokers

Phase 3: Marketing & Branding

Our team creates marketing materials to use at conferences or send to retailers, developers, and brokers that may be interested in your community. Customized marketing pieces include a Retail Market Flyer, Retailer & Developer Feasibility Packages, Online Data Dashboard & Interactive Map, and other materials to ensure you have all the information needed to bring retailers and developers to the community.

DELIVERABLES:

- Retailer-Specific Feasibility Studies
- Developer Opportunity Package
- Broker Opportunity Package
- Updated Site Profiles

Scope of Services

Phase 4: Recruiting Retailers & Developers

While current, accurate data is essential, one of the most important components of a retail strategy is proactive recruitment. Since recruitment is a process, not an event, The Retail Coach is actively engaged in retailer and developer recruitment efforts starting day-one and continuing over a 12-month period to ensure success. A recruitment status report is provided with retailer and developer responses resulting from our continued recruitment activities.

DELIVERABLES:

- Proactive Recruitment of Retailers and Developers, including phone calls, emails, and site visits
- Recruitment Update Summary including contact information
- Bi-Monthly Communication
- Retail Conference Representation

Phase 5: Coaching & Ongoing Support

We become part of your team to help you have long-term retail recruitment success. By providing ongoing coaching and support, we are able to help ensure that your team is successful in recruiting new retailers and developers.

DELIVERABLES:

- Ongoing coaching and support for your team through the duration of our working agreement
- A dedicated point of contact will be available when you have questions, ideas, or needs
- Access to GIS mapping and current data and statistics on your community

PROJECT EXPECTATIONS

Timeline & Pricing



PROJECT TIMELINE

The Retail Coach is available to begin work immediately upon agreement of terms with a project duration of 12 months.

Project Pricing

Work Fees

The total fee for completion of this work is **\$20,000** payable in two installments:

- a) **\$10,000** upon execution.
- b) **\$10,000** upon completion of all 2019 reports, marketing materials, and second round of recruitment.

**Work fees are payable within 30 days of receiving invoice.*

Signatures

The Retail Coach

_____ Date _____

C. Kelly Cofer

Seagoville Economic Development Corporation

_____ Date _____



PLEASE CONTACT:

Aaron Farmer
Senior Vice President
The Retail Coach
Ph. 662.231.0608
Fx. 662.844.2738

**BETTER RETAIL.
BETTER COMMUNITIES.**



Regular Session Agenda Item: 19

Meeting Date: December 3, 2018

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 Session Agenda Item: 20

Meeting Date: December 3, 2018

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