



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA  
MONDAY, APRIL 15, 2019**

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

**WORK SESSION – 6:30 P.M.**

**Call to Order**

- A. Discuss regular session agenda items**

**Adjourn**

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

**ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Proclamation – Telecommunications Week**

**Mayor’s Report**

**Citizens Public Comment Period-** *This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*

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

- 1. Consider approving City Council Meeting minutes for April 1, 2019 (City Secretary)**

**REGULAR AGENDA-**

- 2. Consider and approve a Resolution of the City of Seagoville, Texas approving and ratifying the City Manager's execution of a contract change order for the increase in the width of construction base and asphalt pavement for the east Malloy Bridge Road Rehabilitation of 7300 linear feet full depth reclamation in an amount not to exceed twenty three thousand seven hundred twenty four dollars and fifty cents (\$23,724.50); and providing an effective date (Community Development)**
- 3. Conduct a public hearing on a request to grant a Special Use Permit ("SUP") for a monopole communications tower to be located on property zoned "C", Commercial, being approximately 13.3± acres of real property located at 2737 North Highway 175, in the City of Seagoville, Dallas County, Texas and being legally described as Tract 39 of Herman Heider Abstract 541 and approval of the site plans (Community Development)**
- 4. Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of City of Seagoville, as amended, by granting a Special Use Permit ("SUP") for a monopole communications tower to be located on property zoned "C", Commercial, being approximately 13.3± acres of real property located at 2737 North Highway 175, in the City of Seagoville, Dallas County, Texas and being legally described as Tract 39 of Herman Heider Abstract 541; providing for the approval of the site plans, which is attached hereto and incorporated herein as Exhibits "A" and "B", respectively; providing for a repealing clause; providing a savings clause; providing a severability clause; providing a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date (Community Development)**
- 5. Discuss and consider approving a Resolution of the City of Seagoville, Texas approving the terms and conditions of an interlocal agreement between the Cities of Garland and Mesquite and the City of Seagoville, Texas for Seagoville's participation in a shared public safety radio system, which is attached hereto as Exhibit A and approving the terms and conditions of an interlocal radio system usage agreement between the same parties governing the City of Seagoville's use of the shared public safety radio system; authorizing the City Manager to execute these agreements; repealing all Resolutions in conflict; providing an effective date (Police Chief)**
- 6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, creating a Census 2020 Complete Count Committee for the purpose of planning and implementing local outreach efforts to increase community awareness and participation in census 2020; and providing for an effective date (Library Director)**
- 7. Discuss security measures for public meetings at City Hall (Councilmember Hernandez)**

- 8. Receive Councilmember Reports/Items of Community Interest** – as authorized by Section 551.0415 of the Texas Government Code.
  
- 9. Future Agenda Items** – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

**Adjourn**

Posted Friday, April 12, 2019 by 5:00 P.M.

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



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

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

**DATES TO REMEMBER**

- **Saturday, May 4, 2019 Election Day**
- **Monday, May 6, 2019 City Council Meeting**
- **Monday, May 20, 2019 City Council Meeting**
- **Monday, May 27, 2019 Memorial Day – City Offices Closed**



## *Mayoral Proclamation*

**WHEREAS,** emergencies can occur at any time that require police, fire or emergency medical services; and,

**WHEREAS,** Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

**WHEREAS,** the safety of our police officers and firefighters is dependent upon the quality and accuracy of information obtained from citizens who telephone the Seagoville Police-Fire Communications Center; and,

**WHEREAS,** Public Safety Telecommunicators are the single vital link for our police officers and firefighters by monitoring their activities by radio, providing them information and ensuring their safety; and,

**WHEREAS,** Public Safety Telecommunicators of the City of Seagoville have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

**WHEREAS,** each Public Safety Telecommunicator has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

**NOW, THEREFORE, IT IS PROCLAIMED** by the Mayor and City Council of the City of Seagoville, Texas, the **week of April 14-20, 2019** to be **National Public Safety Telecommunicators Week** in Seagoville, Texas, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Seagoville to be affixed this the 15<sup>th</sup> day of April, 2019.

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*Mayor Dennis K. Childress*

*The City of Seagoville, Texas*

# *Consent Session Agenda Item: 1*

**Meeting Date:** April 15, 2019

**ITEM DESCRIPTION:**

Consider approving City Council Meeting minutes for April 1, 2019.

**BACKGROUND OF ISSUE:**

Approve City Council Meeting minutes for April 1, 2019

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

Staff recommends approval.

**EXHIBITS:**

April 1, 2019 Work Session Minutes  
April 1, 2019 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL  
WORK SESSION  
APRIL 1, 2019**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:31 p.m. on Monday, April 1, 2019, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

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

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

**A. Lydia Spaun, District Director for U.S. Congressman Lance Gooden**

*Lydia Spaun, District Director for U.S. Congressman Lance Gooden presented the Congressional District 5 U.S. Service Academy Forum.*

**Adjourned at 6:37 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL  
REGULAR SESSION  
APRIL 1, 2019**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, April 1, 2019, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

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

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

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

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

**Proclamation – Motorcycle Safety Awareness** – *Mayor Childress presented the Motorcycle Safety Awareness Proclamation.*

**Mayor’s Report** – *Mayor Childress stated the motorcycle groups are a great group of people with a love for young children and a concern for the safety of children.*

**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.*

*William Hamilton at 806 Eastgate, Seagoville, Tx. presented Council with a petition for a Recreation Center.*

*Karl Boss at 2701 Old Farm Dr. Seagoville, Tx. stated his concern for abandoned animals. He also stated he would like Council to review the City Ordinance for abandoned animals.*

**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 March 18, 2019 (City Secretary)**
- 2. Discuss and consider approving a Resolution authorizing Dallas County to resell tax foreclosed properties located at 703 Netherland and 332 Lakey, Seagoville, Texas, by public or private sale, to the highest qualified purchaser, as provided by Section 34.05 of the Texas Property Tax Code (Director of Administrative Services)**

*Motion to approve Consent Agenda as read – Magill, seconded by Epps; motion passed with all ayes. 5/0*

**REGULAR AGENDA-**

- 3. Discuss and consider approval of an Ordinance approving the issuance of the Series 2019 Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation in the amount of \$6,100,000 (Finance Director)**

*Finance Director Harvey stated with the proceeds of the debt the City of Seagoville planned to acquire an Emergency Communication System for the Police Department and Fire Department and to fix some streets. He stated the proceeds will be received in early May. He also stated the interest rate is lower than originally thought.*

*Jason Hughes with Hilltop Securities presented a summary of the details. He also stated the interest rate is the lowest he has seen for the City of Seagoville and the City received a Moody A-1 credit rating.*

*Motion to approve an Ordinance approving the issuance of the Series 2019 Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation in the amount of \$6,100,000 – Magill, seconded by Howard; motion passed with all ayes. 5/0*

4. **Discuss and approve a Resolution of the City of Seagoville, Texas approving the Project Specific Agreement regarding the paving and drainage improvements of Malloy Bridge Road from US Highway 175 to Crestview Lane, which is made pursuant to a Master Agreement governing major capital transportation improvement projects, in an amount not to exceed three hundred thousand dollars and no cents (\$300,000); authorizing the City Manager to execute the Agreement on behalf of the City of Seagoville; and providing an effective date (Community Development)**

*Motion to approve a Resolution of the City of Seagoville, Texas approving the Project Specific Agreement regarding the paving and drainage improvements of Malloy Bridge Road from US Highway 175 to Crestview Lane, which is made pursuant to a Master Agreement governing major capital transportation improvement projects, in an amount not to exceed three hundred thousand dollars and no cents (\$300,000); authorizing the City Manager to execute the Agreement on behalf of the City of Seagoville; and providing an effective date – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

5. **Discuss and consider a Resolution authorizing continued participation with the Steering Committee of Cities Served by Oncor and authorizing the payment of eight cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC; and providing an effective date (Director of Administrative Services)**

*Motion to approve a Resolution authorizing continued participation with the Steering Committee of Cities Served by Oncor and authorizing the payment of eight cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC; and providing an effective date – Epps, seconded by Howard; motion passed with all ayes. 5/0*

6. **Discuss and consider an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Title 1, “General Ordinances”, Chapter 3, “Administration and Personnel”, Article 3.04, “Boards and Commissions” Division 1, “Generally” by adding Section 3.04.001, “Criminal History Checks of Board and Commission Applicants”; providing for a savings clause; providing for resolution of conflicts with prior Ordinances; providing for a severability clause; and providing for an effective date (City Attorney)**

*Motion to approve an Ordinance of the City of Seagoville, Texas, amending the Code of Ordinances by amending Title 1, “General Ordinances”, Chapter 3, “Administration and Personnel”, Article 3.04, “Boards and Commissions” Division 1, “Generally” by adding Section 3.04.001, “Criminal History Checks of Board and Commission Applicants”; providing for a savings clause; providing for resolution of conflicts with prior Ordinances; providing for a severability clause; and providing for an effective date – Magill, seconded by Epps; 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.

*None.*

- 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.*

- 9. Recess into Executive Session at 7:20 p.m.**

**Council will recess into Executive Session in compliance with Texas Government Code:**

**(A) Section § 551.071: Consultation with the City Attorney: receive legal advice related to Dis-Annexation**

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

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

- 10. Reconvene Into Regular Session at 8:42 p.m.**

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

**(A) Section § 551.071: Consultation with the City Attorney: receive legal advice related to Dis-Annexation**

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

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

*No action taken.*

**Adjourned at 8:42 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary

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

**Meeting Date: April 15, 2019**

### **Item Description:**

Consider and approve a Resolution of the City of Seagoville, Texas approving and ratifying the City Manager's execution of a contract change order for the increase in the width of construction base and asphalt pavement for the east Malloy Bridge Road Rehabilitation of 7300 linear feet full depth reclamation in an amount not to exceed twenty three thousand seven hundred twenty four dollars and fifty cents (\$23,724.50); and providing an effective date.

### **BACKGROUND OF ISSUE:**

On January 28, 2019, the City Council approved Resolution No. 06-R-2019 to accept the alternate bid of \$602,143.50 submitted by Anderson Asphalt & Concrete Paving, LLC for the rehabilitation of E. Malloy Bridge Road. This project was approved for a full depth reclamation of 7300 linear feet of asphalt roadway.

During the base construction process representatives from Anderson Paving contacted the City and suggested widening the roadway base from 25' to 27', and increasing the width of the asphalt paving from 25' to 26' for an additional cost of \$23,724.50. The City's Engineer agreed with this proposal and the City Manager approved the requested change order so the work could be completed as scheduled. By State law, contracts may be increased up to 25% of their original bid proposal and in this case the City is still well below 25%.

### **FINANCIAL IMPACT:**

Additional \$23,724.50. This project is still well within budget.

### **EXHIBITS**

Exhibit A. Contract Change Order submitted by Anderson Asphalt & Concrete Paving, LLC.

**THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO. \_\_-R-2019**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AND RATIFYING THE CITY MANAGER'S EXECUTION OF A CONTRACT CHANGE ORDER FOR THE INCREASE IN THE WIDTH OF CONSTRUCTION BASE AND ASPHALT PAVEMENT FOR THE EAST MALLOY BRIDGE ROAD REHABILITATION – 7,300 LINEAR FEET FULL DEPTH RECLAMATION IN AN AMOUNT NOT TO EXCEED TWENTY THREE THOUSAND SEVEN HUNDRED TWENTY FOUR DOLLARS AND FIFTY CENTS (\$23,724.50); AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on or about January 28, 2019, by Resolution No. 06-R-2019, the City Council accepted the alternate bid of \$602,143.50 submitted by Anderson Asphalt & Concrete Paving, LLC ("Anderson") for the rehabilitation of E. Malloy Bridge Road – 7,300 LF Full Depth Reclamation; and

**WHEREAS**, Anderson has submitted a Contract Change Order, which is attached hereto, in the amount of \$23,724.50 for the cost of increasing the width of the construction base from 25' to 27', and, increasing the width of the asphalt pavement from 25' to 26'; and

**WHEREAS**, the City Engineers ("Halff") have recommended approval of the Contract Change Order stating the proposed increase in width of the improved roadway is a definite benefit because it would allow treatment and strengthening of the road base and increase the shoulder from 6" to 12"; and

**WHEREAS**, based on the recommendation of the City Engineer, staff approved the Contract Change Order; and

**WHEREAS**, the City Council has determined approving and ratifying the City Manager's execution of the Contract Change Order is in the best interest of the City.

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

**Section 1.** The City Council hereby approves and ratifies the City Manager's execution of the Contract Change Order for the East Malloy Bridge Road Rehabilitation – 7,300 LF Full Depth Reclamation for the purpose provided herein in an amount not to exceed Twenty Three Thousand Seven Hundred Twenty Four Dollars and fifty cents (\$23,724.50), a copy of which is attached hereto and incorporated herein as Exhibit A.

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

**Section 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.

**PASSED AND APPROVED** by the City Council of the City of Seagoville, Texas this 15<sup>th</sup> day of April, 2019.

**APPROVED:**

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Dennis K. Childress, Mayor

ATTEST:

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Kandi Jackson, City Secretary

APPROVED AS TO FORM:

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Victoria Thomas, City Attorney  
(:cdb 04.03.2019)

EXHIBIT "A"



P.O. Box 541704
Dallas, TX 75354-1704
214.352.3400
Fax 214.352.3402
Email: info@aacpaving.com

A WBE Certified Company

CONTRACT CHANGE ORDER

Contract #CH901001

Change Order # 01 Date: 4/3/2019

City of Seagoville
Customer:
702 N. Hwy. 175
Address:
Seagoville, Texas
City State Zip:
Ladis Barr
Job Contact:

E. Malloy Bridge Road Rehabilitation - 7,300 LF
FDR
Job Name:
East Malloy Bridge Road
Job Address:
Seagoville, Texas 75159
City:
(972) 567-9572
Contact Ph#

This change order includes all materials, labor and equipment necessary to complete the following work and to adjust the total contract as indicated; the work below to be completed for the sum of: \$ 23,724.50

(COR #1

- 1) Full Depth Reclamation Using Cement 1,550 SY @ \$4.15 Per SY \$ 6,432.50
2) Cement 50 Tons @ \$154.00 per Ton \$ 7,700.00
3) Hot Mix Asphalt Pavement, 3.5-inch thick, Type C 110 Tons @ \$87.20 Per Ton \$ 9,592.00 )

Cost: \$ 23,724.50
Sales Tax: \$
Total: \$ 23,724.50

THIS CHANGE ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT

Original Contract Amount: \$ 602,143.50
Change Orders to Date: \$ 0
Amount this Change Order: \$ 23,724.50
Job Total to Date: \$ 625,868.00

Authorized Signature

Cory Henneberg
Printed Name

4/3/2019
Date:

Authorized Representative

Printed Name

Date:

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

**Meeting Date: April 15, 2019**

### **ITEM DESCRIPTION:**

Conduct a public hearing on a request to grant a Special Use Permit ("SUP") for a monopole communications tower to be located on property zoned "C", Commercial, being approximately 13.3± acres of real property located at 2737 North Highway 175, in the City of Seagoville, Dallas County, Texas and being legally described as Tract 39 of Herman Heider Abstract 541 and approval of the site plans.

### **BACKGROUND OF ISSUE:**

Michael and Judy Campbell (the property owners), Kelly Communication Towers, LLC (the proposed tower's owner), and tower representative Bill Bauman are requesting a zoning change from C, Commercial, to C-SUP, Commercial with a Special Use Permit to allow a communications cell tower on a portion of approximately about 13.3-acres of unplatted Tract 39 of Herman Heider Abstract 541 Page 505 (commonly known as 2737 North Highway 175).

The land area for the proposed tower is currently unimproved and is located over four hundred (400) feet behind and across a creek from the part of the parcel containing the commercial business named Slick Stich Custom Upholstery. The fire lane and driveway for accessing the tower site will extend the existing driveway between 2743 and 2745 North Highway 175.

Planning & Zoning Commission makes a recommendation to City Council, who will make the final decision.

The existing zoning, land uses, and relevant portions of the City's comprehensive plan are each referenced in the attached staff report. The report also provides a recommendation from Staff on whether the P&Z and City Council should deny or approve the applicant's request.

### **FINANCIAL IMPACT:**

No city funds will be used for the development of this project.

## **RECOMMENDATION:**

Besides the parcels in question, there are twenty-four (24) properties, and no (zero) public streets within 200-feet of the boundary of the subject area. The owners of each parcel were notified in compliance for the Planning and Zoning Commission meeting with the 200-foot rule by mail on Thursday, March 7, 2019. A legal ad was also published per the Texas Local Government Code in the Wednesday, March 6, 2019, edition of the Daily Commercial Record newspaper. The applicant is also a neighboring property owner and responded in favor of the request for each of their properties. One (1) letters was returned against the request in writing. One (1) property owner spoke with Staff near the site on the day of the P&Z meeting and left a written response against the request that stated there were two (2) attached pages, but didn't leave a copy of these "attached" pages for the P&Z to have during their review. No (zero) letters were returned as undeliverable by the U.S. Postal Service. No one spoke for or against the item at the P&Z meeting. The "attached" pages from the one letter were provided 2 days after the P&Z meeting.

For the City Council meeting, the owners of each parcel were again notified in compliance with the 200-foot rule by mail on Wednesday, April 3, 2019. A legal ad was also published per the Texas Local Government Code in the Friday, March 29, 2019, edition of the Daily Commercial Record newspaper. As of the date of this report, Tuesday, April 9, 2019, no (zero) additional property owners have responded for or against the request in writing. No (zero) letters have been returned as undeliverable by the U.S. Postal Service. Any responses received after the emailing of the packet to the Commissioners will be attached to the end of the Staff Report.

On March 26<sup>th</sup>, the Planning and Zoning Commission voted four (4) to zero (0) in favor of recommending approval of the request with conditions to amend the zoning on about 13.3-acres of unplatted Tract 39 of Herman Heider Abstract 541 Page 505 (commonly known as 2737 North Highway 175) from C, Commercial, to C-SUP, Commercial with a Special Use Permit to allow a communications cell tower. The recommended conditions of approval were as follows:

- Approval of the SUP for 270 days unless the tower cannot be completed in that length of time.
- The SUP shall need to be re-applied for and approved prior to any time extension on the tower's construction.
- The SUP would remain once the tower is completed and would remain in effect until the tower is removed from the property.
- Construction of a 24-foot-wide concrete fire lane.

Staff recommended approval of the application with the first three (3) conditions listed above.

## **EXHIBITS:**

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

1. Staff Report (4 pages)
2. 2017 aerial photograph from DCAD website
3. Dimensional map from DCAD website
4. Zoning map reference (dimensional map with zoning added as well as proposed tower site)
5. Zoning application (total of 4 pages)
  - a. Application (2 pages)
  - b. Concept (2 sheets 11x17)
6. Public hearing notice to newspaper
7. Public hearing notice to property owners within 200 feet (2 pages)
8. List of property owners within 200 feet of subject parcel
9. Copies of owner letters returned for P&Z meeting (total of 8 pages: explanation cover page, 4 letters of a single page, and 1 letter of 3 pages)



COMMUNITY DEVELOPMENT  
702 NORTH HIGHWAY 175  
SEAGOVILLE, TX 75159  
PHONE: (972) 287-2050

**DATE:** APRIL 8, 2019  
**AUTHOR:** JENNIFER BONNER, JUNIOR PLANNER  
**OWNERS:** MICHAEL AND JUDY CAMPBELL  
**APPLICANT:** KELLY COMMUNICATION TOWERS LLC  
**PARCEL:** 65054150510390000  
**LOCATION:** UNPLATTED TRACT 39 OF HERMAN HEIDER ABSTRACT 541

**REQUEST SUMMARY:**

The applicant Kelly Communication Towers LLC (represented by Bill Bauman) is requesting a Special Use Permit to allow a communications cell tower on the east side of Scott Place and south of U.S. Highway 175 at the location under the yellow star. The parent parcel is also outlined in yellow.

Once the decision is made on this SUP, the applicant will know whether they will be able to build a new cell tower at this location or whether they will need to find somewhere else to build it.



**REQUEST LOCATION:** Inside City, Dallas County

SIZE OF PROPERTY	EXISTING ZONING	SURROUNDING ZONING	EXISTING LAND USE	SURROUNDING LAND USE
0.230-acres for tower; 13.3-acres for parent parcel	C, Commercial	<b>Northwest:</b> A, Apartment and LR, Local Retail <b>Southwest:</b> R-2, Single Family Residential and R-5, Single Family Residential <b>Northeast:</b> C, Commercial <b>Southeast:</b> R-2, Single Family Residential and R-5, Single Family Residential	Commercial	<b>Northwest:</b> Low Density Residential, Medium Density Residential, Retail <b>Southwest:</b> Low Density Residential <b>Northeast:</b> Retail <b>Southeast:</b> Low Density Residential

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

On March 26<sup>th</sup>, the Commission voted four (4) to zero (0) in favor of recommending approval of the request with conditions to amend the zoning on about 13.3-acres of unplatted Tract 39 of Herman Heider Abstract 541 Page 505 (commonly known as 2737 North Highway 175) from C, Commercial, to C-SUP, Commercial with a Special Use Permit to allow a communications cell tower. The recommended conditions of approval were as follows:

- Approval of the SUP for 270 days unless the tower cannot be completed in that length of time.
- The SUP shall need to be re-applied for and approved prior to any time extension on the tower's construction.
- The SUP would remain once the tower is completed and would remain in effect until the tower is removed from the property.
- Construction of a 24-foot-wide concrete fire lane.

Detailed explanations follow on the attached pages.

STANDARD:	ANALYSIS:
Development Calendar (Deadlines)	Has Met
Application Requirements	Has Met
Zoning Code	Has Met

Staff recommended approval of the application with the first three (3) conditions listed above.

COMPARISON TO ADOPTED CITY MASTER PLANS

STAFF ANALYSIS

PLAN GOALS OR GUIDELINES

2002 Future Land Use Plan and Map

The tower in the request is planned for the location under bright yellow star. This parcel is in a planned area of Commercial (brown color) as shown in the map to the right. The tower will be to the left of the creek shown in this map and behind the existing commercial uses along this part of the eastbound U.S. Highway 175 frontage road.

All light yellow colored areas are planned to be Low Density Residential. Areas in red are expected to become Local Retail. The orange-brownish colored areas are expected to become Medium Density Residential.

Meets Standard

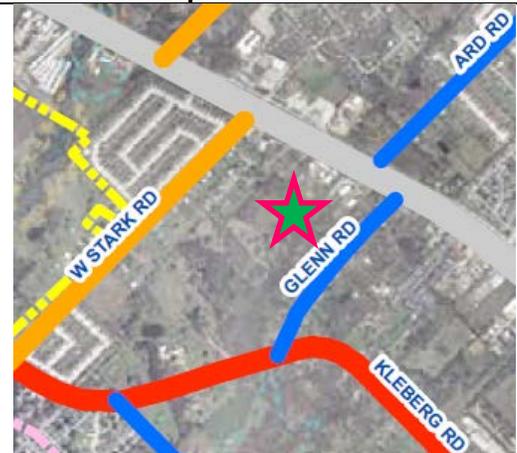


2009 Master Thoroughfare Plan and Map

The proposed site for this request (green star outlined in pink) will only have access to the eastbound frontage road of U.S. Highway 175 (not labeled but shown by the wide grey line in the map to the right) via the existing businesses parking lots and driveways.

The dashed yellow line to the left depicts the city limit line separating Seagoville from Dallas.

Meets Standard

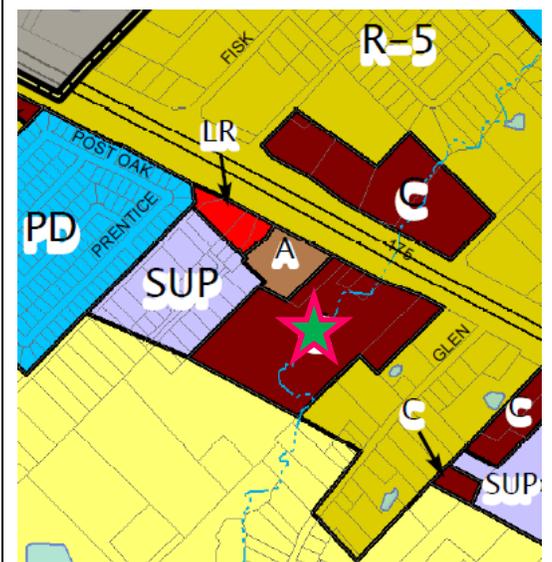


2009 Zoning Plan and Map

The green star outlined in pink shows the location of the planned cell tower, which will be to the left of the creek shown in the map. The red-brown color is Commercial.

The brown area labeled A is an apartment complex. The blue area is a Planned Development of Residential Single Family homes on the west side of Stark Road. The red area labeled LR is Local Retail on the southeast corner of the intersection of U.S. Highway 175 and Stark Road. All of the mustard yellow areas are zoned R-5, Residential Single Family. The light yellow areas in the bottom half of the map are zoned R-2, Residential Single Family. The 1978 version of this map shows the SUP (light purple colored) area to the left of the star as also being R-5. Staff has not been able to locate the ordinance that created the Special Use Permit (SUP) on the map at this location. The grey area in the top left corner is in the City of Dallas.

Meets Standard



REVIEW CRITERIA	STAFF ANALYSIS	
1. Will the use conform to off-street parking and loading requirements?	Yes	As this Special Use Permit (SUP) is for an unmanned site, it will have limited parking and loading requirements.
2. Has a site plan been submitted showing the layout of the proposed development and use?	Yes	A concept plan for the tower's construction was submitted with the application for the request for this SUP.
3. Are all of the ingress and egress ways adequate?	Yes	Since ingress and egress will be via a new 24-foot fire lane onto the eastbound frontage road for US Highway 175, these criteria will be met.
4. Are the size and shape of the site as well as the arrangement of the proposed structure(s) in keeping with the intent of the Code?	Yes	The application will change the zoning for the entire parent parcel (13.2+acres) even though only 0.23-acres are needed for the tower site.
5. Will granting the permit be authorizing less than the minimum requirements in regards to height, area, setbacks, parking, or landscaping?	No	These items have code-defined minimums for permanent installations. Setbacks and parking requirements have been met. The tower will be tall enough to require an FAA light on top for warning airplanes about the tower's location. The base of the tower will be at about the same elevation as the homes on Scott Place and slightly lower than those along Highway 175 and along Glenn Road. The mature trees on the east and south sides of the tower as well as the existing screening fence for the businesses along the Highway will help partially hide or camouflage the tower's location, but not completely eliminate it from view.
6. Are there any outside lighting or screening controls that needs to be installed?	Yes	There will only be the required safety lighting of the top of the tower during periods of non-daylight. A concrete masonry wall and landscaping is planned for screening the tower's compound.
7. Will the proposed landscaping and screening be compliant with all City regulations?	Yes	There are existing mature trees of significant height on both the east and south sides of the proposed tower's site. The north side of the proposed tower is already fenced with metal panels that provide screening of the existing businesses along Highway 175's frontage road. A landscaping plan has been submitted that uses plants in the landscape section of the zoning code. It also appears to be using the alternative landscaping plan section by the use of native vines in a 3-foot landscape buffer in combination with a wood screening fence.
8. Are there any special setbacks that are needed between this use and adjoining properties?	No	Within 620-feet of the planned 195-foot tall tower, there are parts of 4 residences and 1 accessory structure on Glenn Road; 15 of the 16 apartment buildings on Kim Circle; none of the residences on Scott Place; and 6 commercial buildings along the Highway 175 frontage road.
9. What type of surfacing will be applied to parking areas and drives?	Yes	The drive used to access the tower site will be a 24-foot-wide access easement with a concrete driveway meeting the City's fire lane requirements.
10. Will curbs and drainage structures be installed as part of the project?	No	A paved driveway will be provided but no curbs, gutters, or other drainage structures.
11. Will granting the permit be authorizing any use that is not allowed or that defies the intent of the district it will be located in?	No	The Special Use Permit portion of the code allows communication towers in all zoning districts.

**STAFF REPORT  
Z2019-08**

REVIEW CRITERIA	STAFF ANALYSIS	
12. Will the use be designated, located, and operated so that the public health, safety, and welfare will be protected?	Yes	Staff has confirmed that the tower will be located to ensure that there are no portions of the tower would fall onto any adjoining parcel if the tower was to have a failure at its base once it was constructed.
13. Will the land use be compatible with other area properties located nearby?	Yes	The erection of the tower is the only special use being asked for on this property. The rest of the land's use will remain commercial.
14. Will the use conform to all provisions in the Code for the district in which the use is to be located?	Yes	The Special Use Permit portion of the code allows communication towers in all zoning districts
15. Will the use facilitate public convenience at that location?	Yes	Since ingress and egress will be via a new 24-foot fire lane onto the eastbound frontage road for US Highway 175, these criteria will be met.
16. Have safeguards limiting noxious or offensive emissions, including light, noise, glare, dust, and odor been addressed?	Yes	Once construction of the tower is complete, there should be no issues with any of these items as the structure as the base of the tower will be unmanned except during maintenance and repairs.
17. Will the signage conform to those portions of the Municipal Code?	Yes	There will be limited signage on-site. Any public signage will be placed on the gate or at the end of the driveway.
18. Will the open space be maintained by the owner/developer?	Yes	The current property owner will continue to maintain all areas outside the walled area except the landscaping at the base of the wall. The tower and area inside the walled area will have its own regular maintenance schedule. Landscaping maintenance will need to be coordinated between the property owner and the tower operator.

**Public Comments Received:** Besides the parcels in question, there are twenty-four (24) properties, and no (zero) public streets within 200-feet of the boundary of the subject area. The owners of each parcel were notified in compliance for the Planning and Zoning Commission meeting with the 200-foot rule by mail on Thursday, March 7, 2019. A legal ad was also published per the Texas Local Government Code in the Wednesday, March 6, 2019, edition of the Daily Commercial Record newspaper. The applicant is also a neighboring property owner and responded in favor of the request for each of their properties. One (1) letters was returned against the request in writing. One (1) property owner spoke with Staff near the site on the day of the P&Z meeting and left a written response against the request that stated there were two (2) attached pages, but didn't leave a copy of these "attached" pages for the P&Z to have during their review. No (zero) letters were returned as undeliverable by the U.S. Postal Service. No one spoke for or against the item at the P&Z meeting. The "attached" pages from the one letter were provided 2 days after the P&Z meeting.

For the City Council meeting, the owners of each parcel were again notified in compliance with the 200-foot rule by mail on Wednesday, April 3, 2019. A legal ad was also published per the Texas Local Government Code in the Friday, March 29, 2019, edition of the Daily Commercial Record newspaper. As of the date of this report, Tuesday, April 9, 2019, no (zero) additional property owners have responded for or against the request in writing. No (zero) letters have been returned as undeliverable by the U.S. Postal Service. Any responses received after the emailing of the packet to the Commissioners will be attached to the end of the Staff Report.









# ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: 3/12 City Council: 4/1

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

**Application Type:**

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

Name of Subdivision or Project: New Cell Tower TX2001 Campbell Site (Seagoville, TX)

Physical Location of Property: 2737 N US175 7515 9  
[General Location – approximate distance to nearest existing street corner]

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description):  
TBD with Survey Metes and Bounds  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: 1/4 ac Existing Zoning: \_\_\_\_\_ Requested Zoning: \_\_\_\_\_  
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: Michael Campbell Applicant or Owner (circle one)

Contact Person: Michael Campbell Title: Property Owner

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

Street/Mailing Address: 412 W Stark Rd City: Seagoville State: TX Zip: 75159

Phone: ( ) 972-287-5235 Fax: ( ) \_\_\_\_\_ Email Address: \_\_\_\_\_

Engineer / Representative's Name: Bill Bauman, Bauman Consultants

Contact Person: Bill Bauman Title: Sr Partner

Company Name: Bauman Consultants

Street/Mailing Address: 2300 Springmere DR City: Arlington State: TX Zip: 76012

Phone: (817.) 271-0022 Fax: ( ) \_\_\_\_\_ Email Address: billbauman@icloud.com

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

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

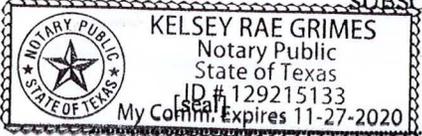
**All application materials (one copy) must be delivered to the City's Planner.** The name, address, phone number, etc. of the City's Planner can be obtained from City staff. Failure to submit all materials to the City's Planner may result in delays scheduling the zoning application for a P&Z agenda.

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

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

Signed: Michael H. Campbell Title: \_\_\_\_\_ Date: 1/15/19

**PROPERTY OWNER SIGNATURE MUST BE NOTARIZED**  
SUBSCRIBED AND SWORN TO before me, this 15<sup>th</sup> day of January, 19.



Notary Public in and for the State of Texas: Kelsey Rae Grimes  
My Commission Expires On: 11/27/2020

Office Use Only: Date Rec'd: 2/15/19 Fees Paid: \$ 750 Check #: 1106 Receipt #: \_\_\_\_\_  
Zoning Case # 22019-08 Accepted By: [Signature] Official Submittal Date: 2/15/19



# ZONING APPLICATION

City of Seagoville, Texas

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

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

**Application Type:**

- Initial Zoning (newly annexed or Agricultural property)
- Rezoning (property currently zoned)
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Name of Subdivision or Project: New Cell Tower TX2001 Campbell Site (Seagoville, TX)

Physical Location of Property: 2737 N US175 75159

[General Location – approximate distance to nearest existing street corner]

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

TBD with Survey Metes and Bounds TR 39 Herman Heider A 541 Pg 505  
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: 1/4 ac Existing Zoning: \_\_\_\_\_ Requested Zoning: \_\_\_\_\_  
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: Kelly Communication Towers LLC

Tower Owner? (circle one)

Contact Person: Kathy Kelly Title: Tower Owner

Company Name: Kelly Communication Towers LLC

Street/Mailing Address: 3708 Stonewall Circle SW City: Atlanta State: GA Zip: 30339

Phone: (\_\_\_\_) 770 330 9784 Fax: (\_\_\_\_) \_\_\_\_\_ Email Address: kathy.kelly@kellycomss.com

~~Engineer~~ Representative's Name: Bill Bauman, Bauman Consultants

Contact Person: Bill Bauman Title: Sr Partner

Company Name: Bauman Consultants

Street/Mailing Address: 2300 Springmere DR City: Arlington State: TX Zip: 76012

Phone: (817.) 271-0022 Fax: (\_\_\_\_) \_\_\_\_\_ Email Address: billbauman@icloud.com

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

Signed: Kathy Kelly Title: Applicant / Tower Owner Date: 1/14/19

Office Use Only: Date Rec'd: \_\_\_\_\_ Fees Paid:\$ \_\_\_\_\_ Check #: \_\_\_\_\_ Receipt #: \_\_\_\_\_  
 Zoning Case # \_\_\_\_\_ Accepted By: \_\_\_\_\_ Official Submittal Date: \_\_\_\_\_



Kelly Communication Structures, Inc.  
770.330.9784

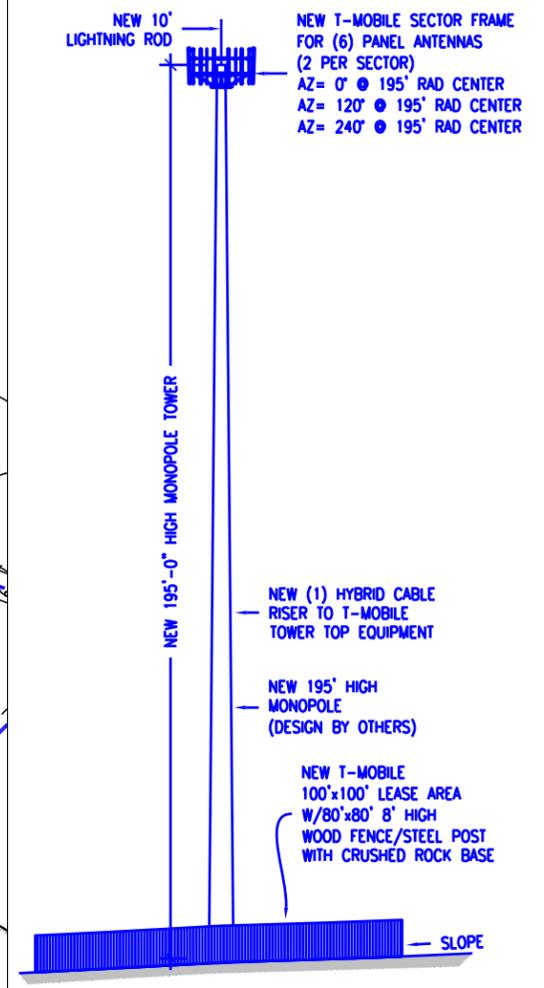
ACGI NO:	18-7869
DRAWN BY:	CG
CHECKED BY:	RS
02/4/19	ZONING REVIEW
13/11/19	REVISED PER COMMENTS
23/22/19	REVISED PER COMMENTS

**ALLPRO**  
CONSULTING GROUP, INC.  
9221 Lyndon B. Johnson Freeway  
Suite 204 Dallas, TX 75243  
Phone: 972-231-8893  
Fax: 866-364-8375  
www.allprocg.com  
registration no. 8242

**Kelly Communications**  
SITE: TX2001  
SEAGOVILLE  
T-MOBILE SITE  
DA02068  
2737 N US HWY 175  
SEAGOVILLE, TX 75159  
DALLAS COUNTY  
32.665286°, -96.583644°

**Kelly Communications**  
SITE: TX2001  
SEAGOVILLE  
T-MOBILE SITE  
DA02068  
2737 N US HWY 175  
SEAGOVILLE, TX 75159  
DALLAS COUNTY  
32.665286°, -96.583644°

SHEET TITLE  
ZONING SITE PLAN  
SHEET NUMBER  
**Z-1**



Tower Elevation - looking Northwest  
FOR 24" X 36" PLOT - 1" = 20' 0 10' 20' 40'  
FOR 11" X 17" PLOT - 1" = 40'

**PROJECT SUMMARY:** NEW 195' MONOPOLE TOWER WITH NEW UNMANNED COMMUNICATION EQUIPMENT AT BASE OF TOWER

**CONTRACTORS:** A&E CONTRACTOR ALLPRO CONSULTING GROUP, INC. 9221 LYNDON B. JOHNSON FREEWAY, SUITE 204 DALLAS, TX 75243 CONTACT: JOJI M. GEORGE, P.E. OFFICE: 972-231-8893 FAX: 866-364-8375

**SITE TYPE:** NEW 195' MONOPOLE TOWER WITH NEW UNMANNED COMMUNICATION EQUIPMENT AT BASE OF TOWER

**SITE INFORMATION:** LAT: 32.665186° N LONG: -96.583633° W ELEV: 431.8' JURISDICTION: CITY OF SEAGOVILLE OCCUPANCY: UNMANNED ZONING: C - COMMERCIAL CONSTRUCTION TYPE: NEW

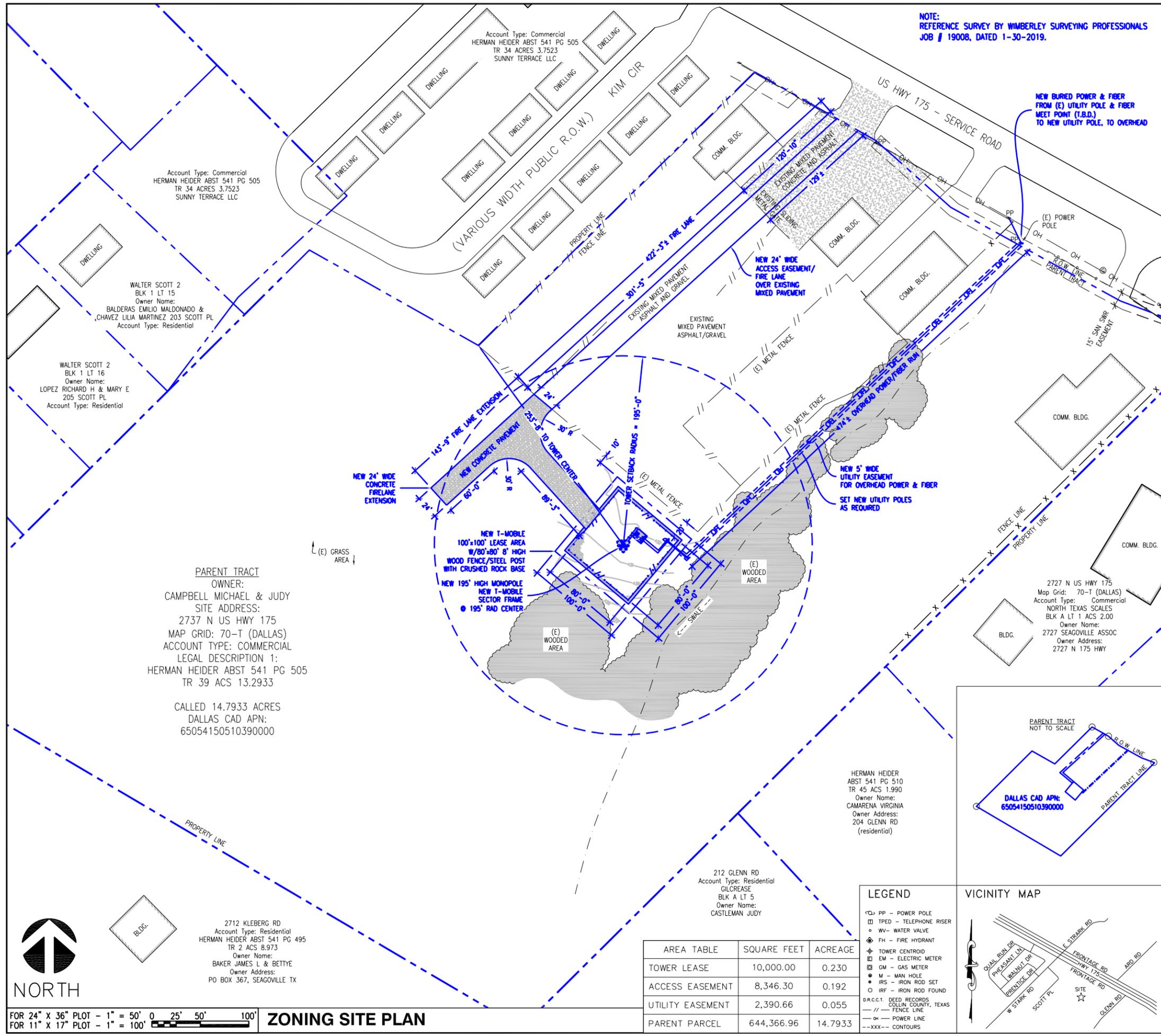
**APPLICANT:** KELLY COMMUNICATION TOWERS, LLC 3708 STONEWALL CIRCLE DW ATLANTA, GA 30339 CONTACT: KATHY KELLY PHONE: 803-609-0535 PHONE: 770-330-9784

**LANDLORD:** MICHAEL & JUDY CAMPBELL 412 W. STARK RD. SEAGOVILLE, TX 75159 PHONE: 972-287-5235

**CONTRACTOR TO CALL 48 HOURS BEFORE DIGGING!** PHONE: 800-545-6005 INDEPENDENT LOCATORS TO BE USED ON ALL SITES

**PARENT TRACT:** OWNER: CAMPBELL MICHAEL & JUDY CALLED 14.7933 ACRES HARMAN HIDER SURVEY, ABSTRACT NO. 541 DALLAS CAD APN: 65054150510390000 DEED REF.: VOL. 96044, PG. 1966 D.R.D.C.T. TITLE EXCEPTION (B10-ITEM K)

NOTE: REFERENCE SURVEY BY WIMBERLEY SURVEYING PROFESSIONALS JOB # 19008, DATED 1-30-2019.



Account Type: Commercial  
HERMAN HEIDER ABST 541 PG 505  
TR 34 ACRES 3.7523  
SUNNY TERRACE LLC

Account Type: Residential  
WALTER SCOTT 2  
BLK 1 LT 15  
Owner Name:  
BALDERAS EMILIO MALDONADO &  
CHAVEZ LILIA MARTINEZ 203 SCOTT PL  
Account Type: Residential

WALTER SCOTT 2  
BLK 1 LT 16  
Owner Name:  
LOPEZ RICHARD H & MARY E  
205 SCOTT PL  
Account Type: Residential

PARENT TRACT  
OWNER:  
CAMPBELL MICHAEL & JUDY  
SITE ADDRESS:  
2737 N US HWY 175  
MAP GRID: 70-T (DALLAS)  
ACCOUNT TYPE: COMMERCIAL  
LEGAL DESCRIPTION 1:  
HERMAN HEIDER ABST 541 PG 505  
TR 39 ACS 13.2933  
CALLED 14.7933 ACRES  
DALLAS CAD APN:  
65054150510390000

2712 KLEBERG RD  
Account Type: Residential  
HERMAN HEIDER ABST 541 PG 495  
TR 2 ACS 8.973  
Owner Name:  
BAKER JAMES L & BETTYE  
Owner Address:  
PO BOX 367, SEAGOVILLE TX

2727 N US HWY 175  
Map Grid: 70-T (DALLAS)  
Account Type: Commercial  
NORTH TEXAS SCALES  
BLK A LT 1 ACS 2.00  
Owner Name:  
2727 SEAGOVILLE ASSOC  
Owner Address:  
2727 N 175 HWY

HERMAN HEIDER  
ABST 541 PG 510  
TR 45 ACS 1.990  
Owner Name:  
CAMARENA VIRGINIA  
Owner Address:  
204 GLENN RD  
(residential)

212 GLENN RD  
Account Type: Residential  
GILCREASE  
BLK A LT 5  
Owner Name:  
CASTLEMAN JUDY

**NORTH**

FOR 24" X 36" PLOT - 1" = 50' 0 25' 50' 100'  
FOR 11" X 17" PLOT - 1" = 100'

**ZONING SITE PLAN**

AREA TABLE	SQUARE FEET	ACREAGE
TOWER LEASE	10,000.00	0.230
ACCESS EASEMENT	8,346.30	0.192
UTILITY EASEMENT	2,390.66	0.055
PARENT PARCEL	644,366.96	14.7933

**LEGEND**

- PP - POWER POLE
- TPED - TELEPHONE RISER
- WV - WATER VALVE
- FH - FIRE HYDRANT
- TOWER CENTROID
- EM - ELECTRIC METER
- GM - GAS METER
- M - MAN HOLE
- IRS - IRON ROD SET
- IRF - IRON ROD FOUND
- D.R.C.C.T. DEED RECORDS COLLIN COUNTY, TEXAS
- FENCE LINE
- OH - POWER LINE
- XXX--- CONTOURS

**VICINITY MAP**



Kelly Communication Structures, Inc.  
770.330.9784

ACGI NO: 18-7869

DRAWN BY: CG

CHECKED BY: RS

02/24/19 ZONING REVIEW

13/11/19 REVISED PER COMMENTS

23/22/19 REVISED PER COMMENTS



ALLPRO CONSULTING GROUP, INC.  
9221 Luckles B. Johnson Fwy  
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Kelly Communications  
SITE: TX2001  
SEAGOVILLE

T-MOBILE SITE  
DA02068

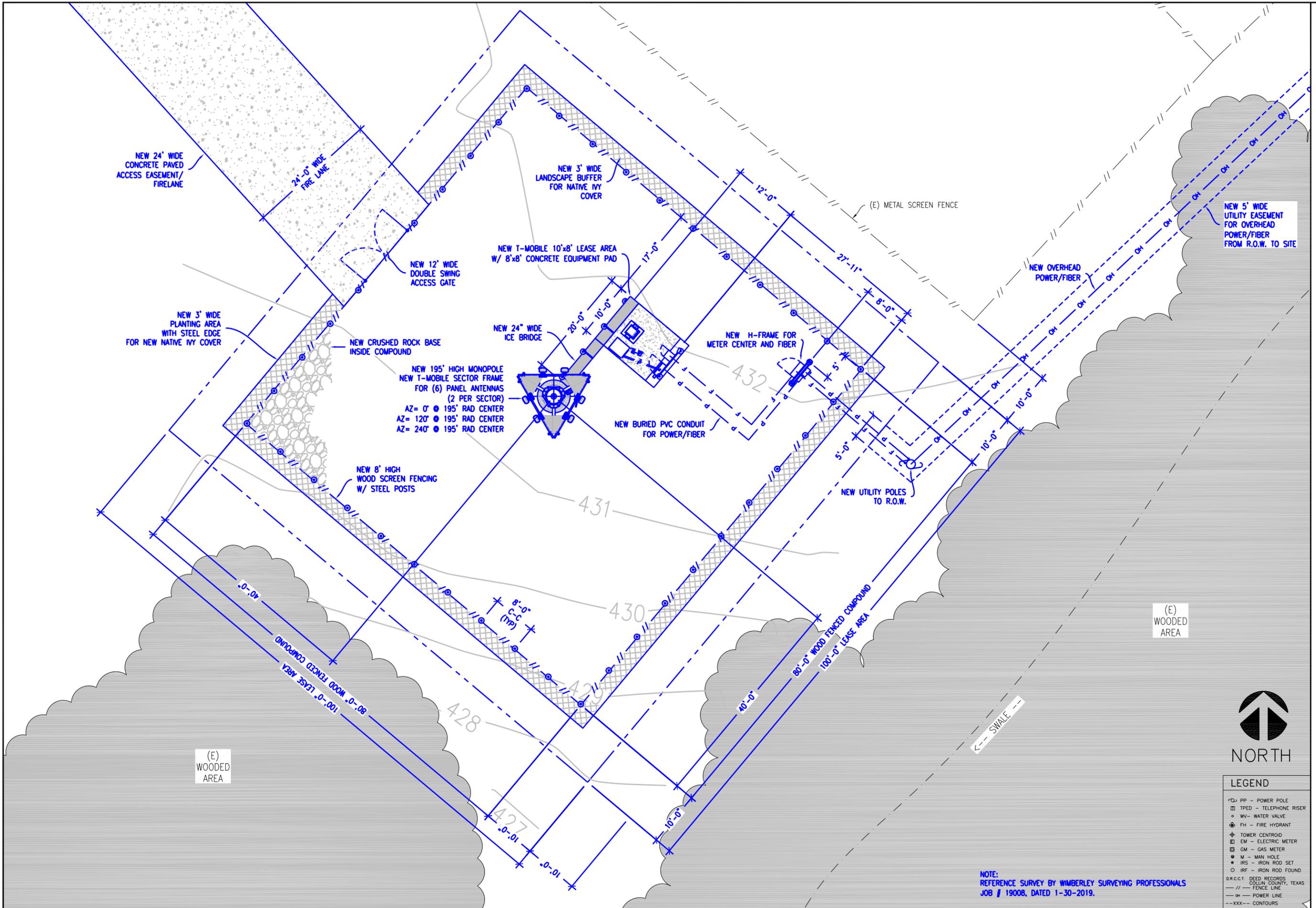
2737 N US HWY 175  
SEAGOVILLE, TX 75159  
DALLAS COUNTY

32.665286°, -96.583644°

SHEET TITLE  
ENLARGED  
ZONING SITE PLAN

SHEET NUMBER

Z-2



FOR 24" X 36" PLOT - 1/8" = 1'0" 2' 4' 8' 16'  
FOR 11" X 17" PLOT - 1/16" = 1'0" 2' 4' 8' 16'

ENLARGED ZONING SITE PLAN - COMPOUND LAYOUT

NOTE:  
REFERENCE SURVEY BY WIMBERLEY SURVEYING PROFESSIONALS  
JOB # 19008, DATED 1-30-2019.

LEGEND

⊙	PP - POWER POLE
⊠	TPED - TELEPHONE RISER
○	WV - WATER VALVE
⊕	FH - FIRE HYDRANT
⊙	TOWER CENTROID
⊠	EM - ELECTRIC METER
⊠	GM - GAS METER
⊙	M - MAN HOLE
⊙	IRS - IRON ROD SET
○	IRF - IRON ROD FOUND
---	DEED RECORDS
---	COLLIN COUNTY, TEXAS
---	FENCE LINE
---	POWER LINE
---	CONTOURS



(E) WOODED AREA

(E) WOODED AREA





March 27, 2019

COMMUNITY DEVELOPMENT  
702 NORTH HIGHWAY 175  
SEAGOVILLE, TX 75159  
PHONE: (972) 287-2050

**NOTICE OF PUBLIC HEARING  
SEAGOVILLE CITY COUNCIL  
ZONING CASE Z2019-08**

The Seagoville City Council will hold a public hearing on Monday, April 15, 2019, at 6:30 PM in the Council Chambers of City Hall at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider a request to amend the current zoning on about 13.3-acres of unplatted Tract 39 of Herman Heider Abstract 541 Page 505 (commonly known as 2737 North Highway 175) from C, Commercial, to C-SUP, Commercial with a Special Use Permit to allow a communications cell tower.

Individuals may appear at the public hearing to state their opinions or may send a written notice prior to 4:30 PM on the day of the public hearing to Jr. Planner Jennifer Bonner at 702 North U.S. Highway 175; Seagoville, TX 75159.

As an adjoining property owner, this is the first opportunity to voice your opinion about this project. The second and third opportunities will be at each of the public hearings listed above.

---

*Please indicate your opinion in this matter by checking the appropriate box below.  
Please provide any additional comments that you might have in the provided space.  
Please also sign and complete the name and address portion below.*

I am in favor of  against  Zoning Request Z2019-08 as it is described herein.

Additional Comments (attach additional sheets as necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature(s): \_\_\_\_\_  
Printed Name(s): \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State & Zip code: \_\_\_\_\_  
Phone Number: \_\_\_\_\_





The next several pages are scanned copies of the returned letters from neighbors regarding the SUP for the communications cell tower on property addressed 2737 North Highway 175.



March 8, 2019

COMMUNITY DEVELOPMENT  
702 NORTH HIGHWAY 175  
SEAGOVILLE, TX 75159  
PHONE: (972) 287-2050

NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING AND ZONING COMMISSION  
ZONING CASE Z2019-08

The Seagoville Planning and Zoning Commission will hold a public hearing on Tuesday, March 26, 2019, at 6:30 PM in the Council Chambers of City Hall at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider a request to amend the current zoning on about 13.3-acres of unplatted Tract 39 of Herman Heider Abstract 541 Page 505 (commonly known as 2737 North Highway 175) from C, Commercial, to C-SUP, Commercial with a Special Use Permit to allow a communications cell tower.

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Please provide any additional comments that you might have in the provided space.  
Please also sign and complete the name and address portion below.*

I am in favor of  against  Zoning Request Z2019-08 as it is described herein.

Additional Comments (attach additional sheets as necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature(s): Judy Campbell  
Printed Name(s): Judy Campbell  
Address: 412 W. Stark Rd.  
City, State & Zip code: Seagoville, Texas 75159  
Phone Number: (972) 287-5235

RECEIVED

MAR 25 2009

MARCH 8, 2019  
1



March 8, 2019

COMMUNITY DEVELOPMENT  
702 NORTH HIGHWAY 175  
SEAGOVILLE, TX 75159  
PHONE: (972) 287-2050

NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING AND ZONING COMMISSION  
ZONING CASE Z2019-08

The Seagoville Planning and Zoning Commission will hold a public hearing on Tuesday, March 26, 2019, at 6:30 PM in the Council Chambers of City Hall at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider a request to amend the current zoning on about 13.3-acres of unplatted Tract 39 of Herman Heider Abstract 541 Page 505 (commonly known as 2737 North Highway 175) from C, Commercial, to C-SUP, Commercial with a Special Use Permit to allow a communications cell tower.

Individuals may appear at the public hearing to state their opinions or may send a written notice prior to 4:30 PM on the day of the public hearing to Jr. Planner Jennifer Bonner at 702 North U.S. Highway 175; Seagoville, TX 75159.

As an adjoining property owner, this is the first opportunity to voice your opinion about this project. The second and third opportunities will be at each of the public hearings listed above.

*Please indicate your opinion in this matter by checking the appropriate box below.  
Please provide any additional comments that you might have in the provided space.  
Please also sign and complete the name and address portion below.*

I am in favor of  against  Zoning Request Z2019-08 as it is described herein.

Additional Comments (attach additional sheets as necessary): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature(s): Judy Campbell  
Printed Name(s): Judy Campbell  
Address: 412 W. Stark Rd.  
City, State & Zip code: Seagoville, Texas 75159  
Phone Number: (972) 287-5235

RECEIVED

MAR 25 2009

MARCH 8, 2019



March 8, 2019

COMMUNITY DEVELOPMENT  
702 NORTH HIGHWAY 175  
SEAGOVILLE, TX 75159  
PHONE: (972) 287-2050

NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING AND ZONING COMMISSION  
ZONING CASE Z2019-08

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Please also sign and complete the name and address portion below.*

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Additional Comments (attach additional sheets as necessary):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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RECEIVED  
MAR 25 2009

MARCH 8, 2019  
1



March 8, 2019

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Please also sign and complete the name and address portion below.*

I am in favor of  against  Zoning Request Z2019-08 as it is described herein.

Additional Comments (attach additional sheets as necessary): \_\_\_\_\_

3/19/2019

do cell phone towers present a problem - Google Search

**Cell tower** emissions are at lower levels than **cell phones**. However, with **cell tower** exposure, the exposure is non- stop day and night and full body exposure. A significant body of peer reviewed research has found **harmful effects** from **cell tower radiation**.

Signature(s): Bill White  
Printed Name(s): BILL F WHITE  
Address: 215 SCOTT PLACE  
City, State & Zip code: SEAGOVILLE TX 75159  
Phone Number: 469-688-1291

RECEIVED

MAR 25 2009

MARCH 8, 2019



March 8, 2019

COMMUNITY DEVELOPMENT  
702 NORTH HIGHWAY 175  
SEAGOVILLE, TX 75159  
PHONE: (972) 287-2050

NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING AND ZONING COMMISSION  
ZONING CASE Z2019-08

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Individuals may appear at the public hearing to state their opinions or may send a written notice prior to 4:30 PM on the day of the public hearing to Jr. Planner Jennifer Bonner at 702 North U.S. Highway 175; Seagoville, TX 75159.

As an adjoining property owner, this is the first opportunity to voice your opinion about this project. The second and third opportunities will be at each of the public hearings listed above.

*Please indicate your opinion in this matter by checking the appropriate box below.  
Please provide any additional comments that you might have in the provided space.  
Please also sign and complete the name and address portion below.*

I am in favor of  against  Zoning Request Z2019-08 as it is described herein.

Additional Comments (attach additional sheets as necessary): See Attached Pages <sup>Two</sup>

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature(s): Judy Castleman  
Printed Name(s): Judy Castleman  
Address: 212 Glenn Road & ~~2810~~ <sup>2810</sup> Glenn Road  
City, State & Zip code: Seagoville, Texas  
Phone Number: 972-287-1441

MARCH 8, 2019

My name is Judy Castleman. I have owned property at 212 Glenn Road since 1967. My concern is that the proposed addition of a cell phone tower on land adjoining my property would negatively impact the value of my property. Numerous studies have shown that declining values on property in close proximity to a cell tower are a real possibility.

Below is a report on the effect of cell phone tower in residential areas published by the National Association of realtors:

A study on “The impact of cell phone towers on house prices: evidence from Brisbane, Australia”

#### Abstract

The growing public pressure against the spread of cell phone towers in urban areas has created a need to understand their impact on adjacent house prices. A few existing studies are, however, controversial in their methodology and inconclusive in their results. Therefore, our study on the effect of cell phone towers on house prices is designed to avoid these deficiencies. Property transaction data collected from two suburbs within the Brisbane City Council were analyzed adopting the spatial hedonic property valuation model. The estimated models were statistically significant and were largely in line with theoretical expectations. The results revealed that proximity to cell phone towers negatively affects house values, decreasing as the distance from the tower increases. A suitable compensation program for nearby property owners is, therefore, suggested as being an appropriate policy response. <https://link.springer.com/article/10.1007/s10018-017-0190-9>

A survey conducted in June 2014 by the National Institute for Science, Law and Public Policy (NISLAPP) in Washington, D.C., “*Neighborhood Cell Towers & Antennas—Do They Impact a Property’s Desirability?*”, shows home buyers and renters are less interested in properties located near cell towers and antennas, as well as in properties where a cell tower or group of antennas are placed on top of, or attached to a building.

Of the 1,000 survey respondents:

- 94% said a nearby cell tower or group of antennas would negatively impact interest in a property or the price they would be willing to pay for it.
- 94% said a cell tower or group of antennas on top of, or attached to, an apartment building would negatively impact interest in the apartment building or the price they would be willing to pay for it.
- 95% said they would opt to buy or rent a property that had zero antennas on the building over a comparable property that had several antennas on the building.
- 79% said under no circumstances would they ever purchase or rent a property within a few blocks of a cell tower or antennas.
- 88% said that under no circumstances would they ever purchase or rent a property with a cell tower or group of antennas on top of, or attached to, the apartment building.
- 89% said they were generally concerned about the increasing number of cell towers and antennas in their residential neighborhood.

Concern was expressed in the comments section by respondents about potential property valuation declines near antennas and cell towers. While the NISLAPP survey did not evaluate property price declines, a study

on this subject by Sandy Bond, PhD of the New Zealand Property Institute, and Past President of the Pacific Rim Real Estate Society (PRRES), *The Impact of Cell Phone Towers on House Prices in Residential Neighborhoods*, was published in *The Appraisal Journal* of the Appraisal Institute in 2006. The Appraisal Institute is the largest global professional organization for appraisers with 91 chapters. The study indicated that homebuyers would pay from 10%–19% less to over 20% less for a property if it were in close proximity to a cell phone base station. The ‘opinion’ survey results were then confirmed by a market sales analysis. The results of the sales analysis showed prices of properties were reduced by around 21% after a cell phone base station was built in the neighborhood.

*The Appraisal Journal* study added,

*“Even buyers who believe that there are no adverse health effects from cell phone base stations, knowing that other potential buyers might think the reverse, will probably seek a price discount for a property located near a cell phone base station.”*

James S. Turner, Esq., Chairman of the National Institute for Science, Law & Public Policy and Partner, Swankin & Turner in Washington, D.C., says,

*“The recent NISLAPP survey suggests there is now a high level of awareness about potential risks from cell towers and antennas. In addition, the survey indicates respondents believe they have personally experienced cognitive (57%) or physical (63%) effects from radiofrequency radiation from towers, antennas or other radiating devices, such as cell phones, routers, smart meters and other consumer electronics. Almost 90% are concerned about the increasing number of cell towers and antennas generally.”*

The Appraisal Institute, the largest global professional organization for appraisers says, *‘A cell tower should, in fact, cause a decrease in home value.’*

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

**Meeting Date: April 15, 2019**

### **ITEM DESCRIPTION:**

Discuss and consider approving an Ordinance of the City of Seagoville, Texas, amending the Comprehensive Zoning Ordinance and Map of City of Seagoville, as amended, by granting a Special Use Permit ("SUP") for a monopole communications tower to be located on property zoned "C", Commercial, being approximately 13.3± acres of real property located at 2737 North Highway 175, in the City of Seagoville, Dallas County, Texas and being legally described as Tract 39 of Herman Heider Abstract 541; providing for the approval of the site plans, which is attached hereto and incorporated herein as Exhibits "A" and "B", respectively; providing for a repealing clause; providing a savings clause; providing a severability clause; providing a penalty of fine not to exceed Two Thousand Dollars (\$2,000.00) for each offense; and providing an effective date.

### **BACKGROUND OF ISSUE:**

Michael and Judy Campbell (the property owners), Kelly Communication Towers, LLC (the proposed tower's owner), and tower representative Bill Bauman are requesting a zoning change from C, Commercial, to C-SUP, Commercial with a Special Use Permit to allow a communications cell tower on a portion of approximately about 13.3-acres of unplatted Tract 39 of Herman Heider Abstract 541 Page 505 (commonly known as 2737 North Highway 175).

The land area for the proposed tower is currently unimproved and is located over four hundred (400) feet behind and across a creek from the part of the parcel containing the commercial business named Slick Stich Custom Upholstery. The fire lane and driveway for accessing the tower site will extend the existing driveway between 2743 and 2745 North Highway 175.

Planning & Zoning Commission makes a recommendation to City Council, who will make the final decision.

The existing zoning, land uses, and relevant portions of the City's comprehensive plan are each referenced in the attached staff report. The report also provides a recommendation from Staff on whether the P&Z and City Council should deny or approve the applicant's request.

### **FINANCIAL IMPACT:**

No city funds will be used for the development of this project.

## **RECOMMENDATION:**

Besides the parcels in question, there are twenty-four (24) properties, and no (zero) public streets within 200-feet of the boundary of the subject area. The owners of each parcel were notified in compliance for the Planning and Zoning Commission meeting with the 200-foot rule by mail on Thursday, March 7, 2019. A legal ad was also published per the Texas Local Government Code in the Wednesday, March 6, 2019, edition of the Daily Commercial Record newspaper. The applicant is also a neighboring property owner and responded in favor of the request for each of their properties. One (1) letters was returned against the request in writing. One (1) property owner spoke with Staff near the site on the day of the P&Z meeting and left a written response against the request that stated there were two (2) attached pages, but didn't leave a copy of these "attached" pages for the P&Z to have during their review. No (zero) letters were returned as undeliverable by the U.S. Postal Service. No one spoke for or against the item at the P&Z meeting. The "attached" pages from the one letter were provided 2 days after the P&Z meeting.

For City Council, the owners of each parcel were notified in compliance with the 200-foot rule by mail on Wednesday, April 3, 2019. A legal ad was also published per the Texas Local Government Code in the Friday, March 29, 2019, edition of the Daily Commercial Record newspaper. As of the date of this report, Tuesday, April 9, 2019, no (zero) additional property owners have responded for or against the request in writing. No (zero) letters have been returned as undeliverable by the U.S. Postal Service. Any responses received after the emailing of the packet to the Commissioners will be attached to the end of the Staff Report.

On March 26<sup>th</sup>, the Planning and Zoning Commission voted four (4) to zero (0) in favor of recommending approval of the request with conditions to amend the zoning on about 13.3-acres of unplatted Tract 39 of Herman Heider Abstract 541 Page 505 (commonly known as 2737 North Highway 175) from C, Commercial, to C-SUP, Commercial with a Special Use Permit to allow a communications cell tower. The recommended conditions of approval were as follows:

- Approval of the SUP for 270 days unless the tower cannot be completed in that length of time.
- The SUP shall need to be re-applied for and approved prior to any time extension on the tower's construction.
- The SUP would remain once the tower is completed and would remain in effect until the tower is removed from the property.
- Construction of a 24-foot-wide concrete fire lane.

Staff recommended approval of the application with the first three (3) conditions listed above.

## **EXHIBITS:**

1. Ordinance with Exhibits "A" and "B" each on 11"x17" paper

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

**ORDINANCE NO. \_\_\_\_-2019**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF CITY OF SEAGOVILLE, AS AMENDED, BY GRANTING A SPECIAL USE PERMIT ("SUP") AUTHORIZING A MONOPOLE COMMUNICATIONS TOWER TO BE LOCATED ON PROPERTY ZONED "C", COMMERCIAL, BEING APPROXIMATELY 13.3± ACRES OF REAL PROPERTY LOCATED AT 2737 NORTH HIGHWAY 175, IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING LEGALLY DESCRIBED AS TRACT 39 OF HERMAN HEIDER ABSTRACT 541; PROVIDING FOR THE APPROVAL OF THE SITE PLAN, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBITS "A" AND "B", RESPECTIVELY; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Seagoville ("City") received application for the placement of a monopole communication tower ("cell tower") on a portion of an approximate 13.3± acre tract of land located at 2737 North Highway 175, Seagoville, Dallas County, Texas; and

**WHEREAS**, the cell tower itself, not the property, will have a separate address upon approval; and

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

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

**SECTION 1:** That the Comprehensive Zoning Ordinance and Map of the City of

Seagoville, Texas, be and the same is hereby amended by granting a Special Use Permit authorizing a monopole communications tower to be located on property zoned C, Commercial, being approximately 13.3± acres of real property located at 2737 North Highway 175, in the City of Seagoville, Dallas County, Texas, and being legally described as tract 39 of Herman Heider Abstract 541.

**SECTION 2:** That the Site Plans, which are attached hereto and incorporated herein as Exhibits "A" and "B", respectively, are hereby approved.

**SECTION 3.** That the property described shall be used only for the purposes set out in accordance with the City of Seagoville's Zoning Ordinance and all other ordinances, codes, and policies of the City of Seagoville, as amended.

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

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

**SECTION 6:** That any person, firm, or corporation violating, disobeying, neglecting, refusing to comply with, or resisting the enforcement of any of the provisions or terms of this ordinance or the Comprehensive Zoning Ordinance, as amended hereby, shall be subject to the same penalty of two thousand dollars (\$2,000.00) for each offense as provided for in the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended. Each and every day such a violation continues or is allowed to exist shall constitute a separate offense.

**SECTION 7:** That this ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Seagoville, Texas this 15<sup>th</sup> day of April, 2019.

**APPROVED:**

---

DENNIS, K. CHILDRESS, MAYOR

**ATTEST:**

---

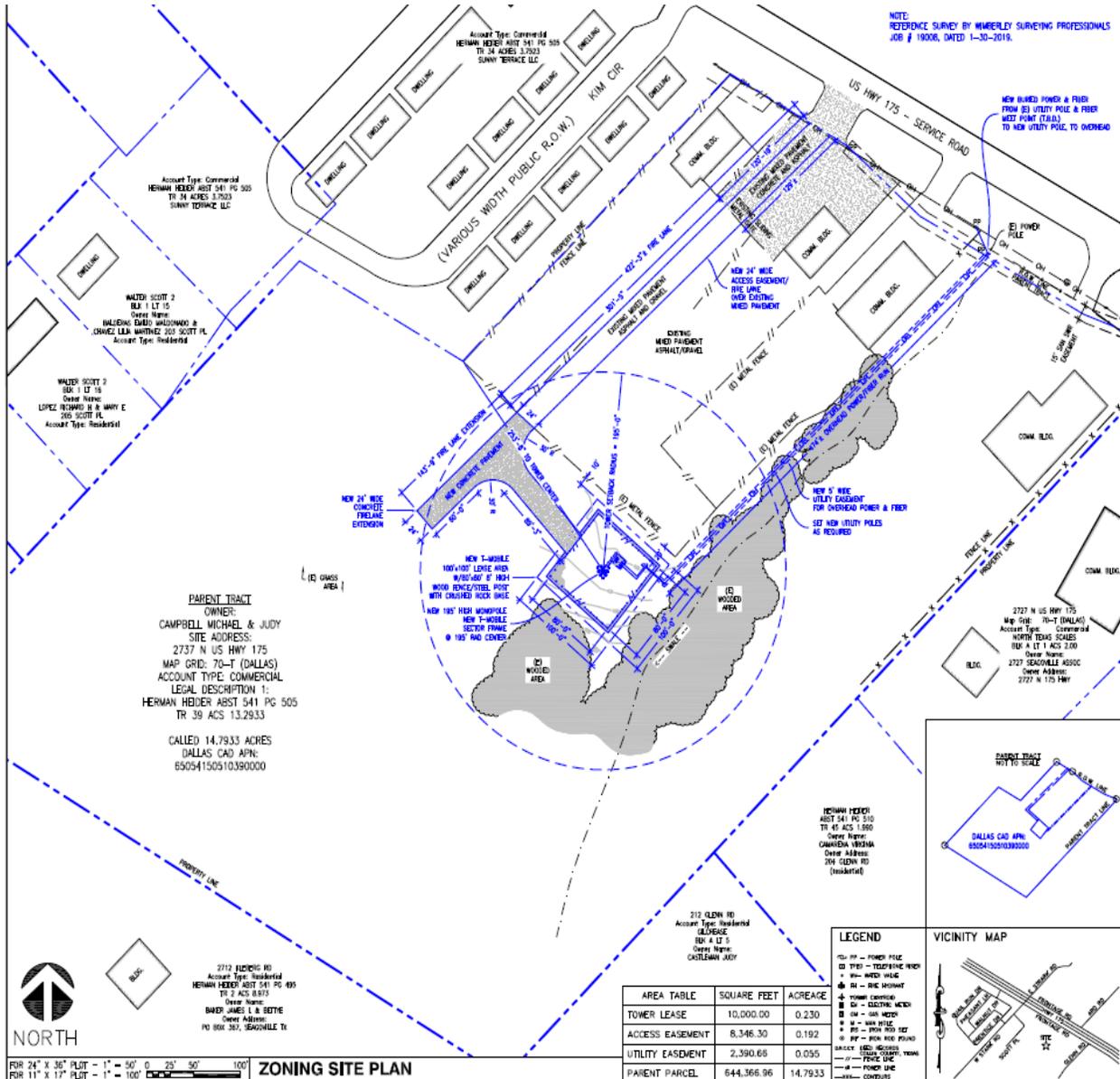
KANDI JACKSON, CITY SECRETARY

**APPROVED AS TO FORM:**

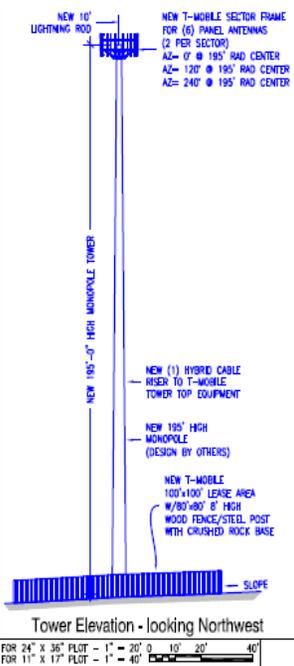
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VICTORIA THOMAS, CITY ATTORNEY  
(/cdb 04/09/2019 TM107300)

# EXHIBIT "A"



NOTE: REFERENCE SURVEY BY MURBERLY SURVEYING PROFESSIONALS JOB # 19008, DATED 1-30-2019.



**Tower Elevation - looking Northwest**  
 FOR 24' X 36' PLOT - 1" = 20' 0"  
 FOR 11' X 17' PLOT - 1" = 40'

**PROJECT SUMMARY:** CONTRACTORS:  
**SITE TYPE:** NEW 195' MONOPOLE TOWER WITH NEW UNMANNED COMMUNICATION EQUIPMENT AT BASE OF TOWER  
**SITE INFORMATION:** LOC: 32.65286° N, 96.58364° W, ELEV: 431 FT, JURISDICTION: CITY OF SEAGOVILLE, OCCUPANCY: UNMANNED, ZONING: C - COMMERCIAL, CONSTRUCTION TYPE: NEW  
**APPLICANT:** KELLY COMMUNICATION TOWERS, LLC, 3708 STEWART CIRCLE SW, ATLANTA, GA 30339, CONTACT: HARRY KELLY, PHONE: 903-403-2535, PHONE: 770-333-3384  
**LANDLORD:** MICHAEL & JUDY CAMPBELL, 412 N. STEAR RD, SEAGOVILLE, TX 75159, PHONE: 972-363-2026



ACCI NO: 18-7869  
 DRAWN BY: CC  
 CHECKED BY: RS  
 03/4/19 ZONING REVIEW  
 03/17/19 REWISED PER COMMENTS  
 2/27/19 REWISED PER COMMENTS



**CONTRACTORS:**  
**A&E CONTRACTOR**  
 ALLPRO CONSULTING GROUP, INC.  
 9221 LINDEN ST. JOHNSON FREEMAN, SUITE 204  
 DALLAS, TX 75243  
 CONTACT: JILL M. BOSTER, P.E.  
 OFFICE: 972-331-4883  
 FAX: 972-361-8370

**SURVEY:**  
 MURBERLY SURVEYING PROFESSIONALS  
 RON D. MURBERLY, R.L.S., P.L.S.  
 P.O. BOX 9237  
 ORANGEVILLE, TX 75404  
 PHONE: 903-655-8100

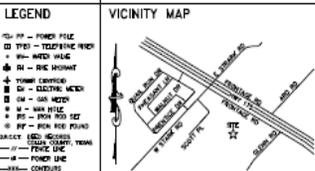
**TELCO POWER:**  
 AT&T  
 ONCOR

**TEXAS ONE CALL:**  
 CONTRACTOR TO CALL 88  
 HOURS BEFORE DIGGING  
 PHONE: 800-541-9000  
 INTERFERING UTILITIES TO BE USED ON ALL SITES

**SHEET TITLE:**  
 ZONING SITE PLAN

**SHEET NUMBER:**  
**Z-1**

AREA TABLE	SQUARE FEET	ACREAGE
TOWER LEASE	10,000.00	0.230
ACCESS EASEMENT	8,346.30	0.192
UTILITY EASEMENT	2,390.68	0.055
PARENT PARCEL	644,366.96	14.7933



**ZONING SITE PLAN**  
 FOR 24' X 36' PLOT - 1" = 20' 0"  
 FOR 11' X 17' PLOT - 1" = 40'



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

**Meeting Date: April 15, 2019**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving the terms and conditions of an interlocal agreement between the Cities of Garland and Mesquite and the City of Seagoville, Texas for Seagoville's participation in a shared public safety radio system, which is attached hereto as Exhibit A and approving the terms and conditions of an interlocal radio system usage agreement between the same parties governing the City of Seagoville's use of the shared public safety radio system; authorizing the City Manager to execute these agreements; repealing all Resolutions in conflict; providing an effective date.

### **BACKGROUND OF ISSUE:**

The Cities of Garland and Mesquite, Texas are the owners and operators of a Motorola 700 Megahertz radio system for the purpose of providing radio communications in support of their governmental operations (the "System") and have entered into the Garland/Mesquite Radio Systems ILA on July 7, 2015. The City of Seagoville desires to participate in the System for the purpose of performing governmental functions and services. The Cities of Garland and Mesquite have expressed a desire to have the City of Seagoville participate in and utilize the System. The Cities of Garland and Mesquite and the City of Seagoville agree that the shared cost, terms, and other conditions set forth in the Cities of Garland and Mesquite and the City of Seagoville Radio System Interlocal Agreement (Participant Agreement) are acceptable. Also, the Cities of Garland and Mesquite and the City of Seagoville further find that the terms governing the City of Seagoville's usage of the System and other conditions set forth in the Interlocal Radio System Usage Agreement are acceptable.

### **FINANCIAL IMPACT:**

The installation and programming was budgeted in the initial Resolution with Motorola Radio agreement. There will be the annual maintenance fees in the amount of approximately \$11,000;00 for maintenance, repairs, updates, and any modifications needed with the User agreement beginning October 1, 2019 and continue each year after that.

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS:**

Resolution  
Participant Agreement  
Usage Agreement

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN THE CITIES OF GARLAND AND MESQUITE AND THE CITY OF SEAGOVILLE, TEXAS FOR SEAGOVILLE'S PARTICIPATION IN A SHARED PUBLIC SAFETY RADIO SYSTEM, WHICH IS ATTACHED HERETO AS EXHIBIT A AND APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL RADIO SYSTEM USAGE AGREEMENT BETWEEN THE SAME PARTIES GOVERNING THE CITY OF SEAGOVILLE'S USE OF THE SHARED PUBLIC SAFETY RADIO SYSTEM; AUTHORIZING THE CITY MANAGER TO EXECUTE THESE AGREEMENTS; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Cities of Garland and Mesquite, Texas are the owners and operators of a Motorola 700 Megahertz radio system for the purpose of providing radio communications in support of their governmental operations (the "System") and have entered into the Garland/Mesquite Radio Systems ILA on July 7, 2015 relating thereto; and

**WHEREAS**, the City of Seagoville desires to participate in the System for the purpose of performing governmental functions and services; and

**WHEREAS**, the Cities of Garland and Mesquite have expressed a desire to have the City of Seagoville participate in and utilize the System; and

**WHEREAS**, the Cities of Garland and Mesquite and the City of Seagoville finds that the shared cost, terms, and other conditions set forth in the Cities of Garland and Mesquite and the City of Seagoville Radio System Interlocal Agreement (Participant Agreement), attached hereto as Exhibit "1" are acceptable; and

**WHEREAS**, the Cities of Garland and Mesquite and the City of Seagoville further find that the terms governing the City of Seagoville's usage of the System and other conditions set forth in the Interlocal Radio System Usage Agreement, attached hereto as Exhibit "2", are acceptable;

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

**SECTION 1.** The City Council hereby approves the Cities of Garland and Mesquite and the City of Seagoville Radio System Interlocal Agreement (Participant Agreement", attached hereto as Exhibit "1," and the Interlocal Radio System Usage Agreement, attached hereto as Exhibit "2", and hereby authorizes the City Manager of the City of Seagoville, Texas, to execute those Agreements.

**SECTION 2.** Any prior resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

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

**DULY PASSED** and approved by the City Council of the City of Seagoville, Texas, on this the 15<sup>th</sup> day of April, 2019.

**APPROVED:**

---

Dennis K. Childress, Mayor

**ATTEST:**

---

Kandi Jackson, City Secretary

**APPROVED AS TO FORM:**

---

Victoria W. Thomas, City Attorney  
(TM 107303 041119)

**THE CITIES OF GARLAND AND MESQUITE AND THE  
CITY OF SEAGOVILLE RADIO SYSTEM INTERLOCAL AGREEMENT  
(Participant Agreement)**

This Interlocal Agreement (this “Agreement”) is entered into as of the Effective Date between the **CITY OF GARLAND (“Garland”) and CITY OF MESQUITE (“Mesquite”)**, Texas home-rule municipalities with the authorization of their governing bodies, (hereinafter collectively referred to as “System Owners”), and the **CITY OF SEAGOVILLE (“Seagoville”)**, a Texas home-rule municipality with the authorization of its governing body. System Owners and Seagoville may be collectively referred to as the “Parties” or individually as a “Party”.

**WITNESSETH:**

**WHEREAS**, System Owners and Seagoville are local governments within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the “Act”), provides authority for local governments of the State of Texas to enter into Interlocal Agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

**WHEREAS**, System Owners currently own and operate a Motorola 700 Megahertz radio system for the purpose of providing radio communications in support of their governmental operations; and

**WHEREAS**, System Owners entered into the City of Garland and the City of Mesquite Radio System Interlocal Agreement dated July 7, 2015 (the “Garland/Mesquite Radio System ILA”), to implement a combined wide area, multi-site digital trunked simulcast radio system that is compliant with P-25 interoperability standards (the radio system as defined herein below and being hereinafter referred to as the “System”); and

**WHEREAS**, pursuant to the Garland/Mesquite Radio System ILA, it is anticipated that various municipalities, school districts and other third parties will participate in the System by using services provided by the System (individually a “Participant” and collectively the “Participants”); and

**WHEREAS**, pursuant to the Garland/Mesquite Radio System ILA, it is further anticipated that some Participants (individually, an “Infrastructure Participant” and collectively, the “Infrastructure Participants”) will purchase and locate within their municipal boundaries various items of equipment, materials, hardware, firmware, structures, and other items composing a portion of the System (“Infrastructure Components”); and

**WHEREAS**, Seagoville desires to: (i) participate in the System as more fully set forth herein and in that certain Interlocal Radio System Usage Agreement (as defined below); and (ii) purchase the

Infrastructure Components more fully described herein as the “Seagoville Infrastructure Components,” upon the terms and conditions more fully set forth herein; and

**WHEREAS**, in order to provide dependable/mission-critical radio service for use by System Owners, Seagoville and all other Participants, the Parties desire to enter into this Agreement allowing Seagoville to participate in the System, which radio system coverage is essential and a necessary component of providing certain vital governmental services by each of the Parties and other Participants, including, without limitation, police, fire, emergency medical, and public works protection provided by each of the Parties and other Participants to ensure safe, effective, and efficient communications, and benefit the greatest number of citizens of each of the Parties and other Participants both now and in the future; and

**WHEREAS**, concurrently with the execution of this Agreement, the Parties shall execute that certain Interlocal Radio System Usage Agreement in the form attached hereto as **Exhibit A** and fully incorporated herein by reference, which may be amended from time to time as more fully set forth therein, which expressly sets forth the rights, duties, obligations, and responsibilities of Seagoville as an Infrastructure Participant to the System (the “Interlocal Radio System Usage Agreement”); and

**WHEREAS**, System Owners will enter into communication systems agreements with the Selected Vendor, relating to the purchase and installation of the System and its components and are joint owners in the Shared Components (defined below) of the System; and

**WHEREAS**, the Parties desire to enter this Agreement for the purpose of memorializing the agreement of the Parties regarding Seagoville’s participation in the System as an Infrastructure Participant (defined below); and

**NOW, THEREFORE**, for and in consideration of the mutual benefits and obligations set forth in this Agreement, the Parties agree as follows:

## **I. DEFINITIONS**

Any capitalized terms used within this Agreement and not otherwise defined herein shall have the meanings set forth in the Garland/Mesquite Radio System ILA, a copy of which has been provided to Seagoville. Unless the context clearly indicates a different meaning, the words and phrases set forth in this Article I shall have the following meanings when used in this Agreement:

“**Act**” shall have the meaning set forth in the Recitals to this Agreement.

“**Business Day**” means any day other than a Saturday, Sunday, or official City holiday in which any of the Parties’ respective City Offices are closed for business.

“**Communication System Agreement**” or “**CSA**” means that certain Communication System Agreement to be entered into between System Owners (as Buyer) and the Selected Vendor (as Seller) relating to the purchase and installation of the Non-Shared Components of the System to

be purchased by System Owners (as defined in the Garland/Mesquite Radio System ILA). Seagoville shall enter into its own CSA with the Selected Vendor for all non-shared components.

**“Default”** shall mean the failure of a Party to timely keep or perform any term, provision, covenant, or condition to be kept or performed by such Party under the terms of this Agreement and such failure continues for thirty (30) days after written notice by any non-defaulting Party to the defaulting Party and copied to all other Parties.

**“Effective Date”** means the later of the dates this Agreement is approved by the governing bodies of the System Owners and Seagoville and signed by the authorized representatives of each entity.

**“Governance Board”** means the administrative governing body tasked with the operation and administration of the System and being more particularly described in the Garland/Mesquite Radio System ILA.

**“Infrastructure Costs”** means those costs relating to the purchase, installation, operation, repair, maintenance, and upgrade of Seagoville’s Infrastructure Components (as defined below) including, but not limited to, all amounts to be paid pursuant to Seagoville’s CSA for the purchase and installation of Seagoville’s Infrastructure Components and all amounts to be paid pursuant to the SMA relating to repair and maintenance of Seagoville’s Infrastructure Components. These Infrastructure Costs shall be itemized in detail by an addendum executed by each of the Parties and attached to this Agreement and incorporated by reference as **Exhibit B** after design review by the Selected Vendor.

**“Infrastructure Participants”** means municipalities, whether one or more, other than System Owners, that participate in the System by using services provided by the System and that own Infrastructure Components of the System located within their respective municipalities. Infrastructure Participants shall pay Participant Fees in accordance with fee schedules established from time to time by the Governance Board.

**“Non-Shared Components”** means the components of the System individually owned by each System Owner, individually, as more fully defined in the Garland/Mesquite Radio System ILA. The term shall also refer to the components owned by Seagoville and located within its own municipal borders or placed within the Garland/Mesquite System as necessary to support Seagoville’s radio tower.

**“Seagoville Infrastructure Components”** means the equipment, materials, hardware, software, firmware, structures and other items composing a portion of the System that are located within the municipal boundaries of Seagoville and which are more specifically detailed and itemized in **Exhibit C** attached hereto and incorporated herein by reference.

**“Participant”** means an Infrastructure Participant or a Subscriber Participant, and **“Participants”** collectively means all Infrastructure Participants and Subscriber Participants.

**“Participant Fee Fund”** means the fund consisting of the Participant Fees described in Section 7.01 of this Agreement.

**“Participant Fees”** means all fees paid by Participants to use the System.

**“RFP”** means that certain Request For Proposal dated August 12, 2014 and titled *Cities of Garland, Mesquite, Rowlett & Sachse P25 Radio System Request for Proposal RFP No 4469-14*, published and distributed by Garland on or about August 13, 2014, and advertised by Garland for the purpose of seeking proposals from qualified vendors relating to the purchase, installation, repair and maintenance of the System and related services as described therein.

**“Selected Vendor”** means the vendor from whom the System Owners agree to purchase the Shared Components of the System and from whom the Parties individually agree to purchase their respective Non-Shared Components of the System.

**“Selected Maintenance Vendor”** means the vendor System Owners select and with whom System Owners enter into a System Maintenance Agreement to provide ongoing repair, maintenance, and support (hardware and software) of the System. The term shall also refer to the vendor with whom Seagoville enters into a System Maintenance Agreement to provide ongoing repair, maintenance, and support (hardware and software) of the System.

**“Shared Components”** means the components of the System that are jointly owned by Garland and Mesquite as more fully defined in the Garland/Mesquite Radio System ILA. The term shall also mean the components of the System that will be owned by System Owners (as set forth in the Garland/Mesquite Radio System ILA, but also used to support the operations of Seagoville’s Simulcast Cell.

**“Simulcast Cell”** means a standalone multi-site trunked radio system that operates off the master site owned by System Owners.

**“Subscriber Participant”** means the various municipalities, school districts, and other third parties, other than Infrastructure Participants and the System Owner, that participate in the System by using services provided by the System and that own their own subscriber units (radios) or other subscriber components, which provide access to the System. Subscriber Participants are referred to in the Garland/Mesquite Radio System ILA as “Non-Infrastructure Participants” and all references in this Agreement to “Subscriber Participant” or “Subscriber Participants” shall mean “Non-Infrastructure Participant” or “Non-Infrastructure Participants” under the Garland/Mesquite Radio System ILA. Subscriber Participants shall pay Participant Fees in accordance with fee schedules established from time to time by the Governance Board.

**“System”** means a wide area, multi-site (“simulcast”) digital trunked radio system compliant with P-25 interoperability standards as more expressly defined in the Garland/Mesquite Radio System ILA and shall include the Shared Components, the Non-Shared Components, and all Infrastructure Components including, without limitation, Seagoville’s Infrastructure Components.

“**System Maintenance Agreement**” or “**SMA**” means that certain System Maintenance Agreement to be entered into between Garland (as Customer) and the Selected Maintenance Vendor relating to ongoing repair, maintenance, and support (hardware and software) of the Non-Shared Components of the System owned by Garland, Mesquite, Rowlett, as well as that for maintenance of Seagoville’s Infrastructure Components.

“**System Owner(s)**” means, in the singular form, either Garland or Mesquite; in plural form, the term means both Garland and Mesquite collectively.

“**Term**” means the term of this Agreement as defined in Section 2.01.

## **II. TERM TERMINATION**

**2.01 Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue until and including **September 30, 2026** (the “Initial Term”) in order to allow each Party the opportunity to recover its investment, unless terminated earlier as provided herein. Unless terminated earlier as provided herein, following the Initial Term, this Agreement shall automatically renew for successive terms of three (3) years beginning **October 1, 2026** and continuing on October 1<sup>st</sup> of each third calendar year thereafter (each a “Renewal Term” and collectively the “Renewal Terms”) unless either Party terminates this Agreement by written notice to the other Party at least seven hundred and twenty (720) days prior to the end of the Initial Term or the then current Renewal Term, as applicable. The Initial Term and all Renewal Terms shall collectively be referred to herein as the “Term”.

**2.02 Termination in Event of Non-Appropriation of Funds.** As home rule municipalities in the State of Texas, each Party is subject to Article III, Section 52a of the Texas Constitution prohibiting unfunded debt. All expenditures to be made by each Party under the terms of this Agreement shall be subject to such Party’s appropriation of funds for such purpose to be paid in the fiscal year for which such expenditure is to be made and shall be paid only from funds of such City authorized by Article III, Section 52a of the Texas Constitution. Each Party agrees to give the other Parties at least ninety (90) days prior written notice if such Party anticipates that funds may not be appropriated to meet its obligations under the terms of this Agreement for the next fiscal year. In the event the City Council of any Party fails to appropriate funds in any fiscal year during the Term of this Agreement for the payment of all obligations of such Party under the terms of this Agreement for such fiscal year, such Party shall have the right to terminate this Agreement by giving the other Parties written notice of the non-appropriation of funds within five (5) days after such Party fails to appropriate the necessary funds. The termination of this Agreement because of any Party’s failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated.

**2.03 Early Termination During Initial Term.** Notwithstanding anything to the contrary herein, any Party may terminate this Agreement based on any other Party’s Default prior to the end of the Initial Term or during any Renewal Term.

**2.04 Effect of Termination of this Agreement Pursuant to Sections 2.02 above.** In the event a Party terminates this Agreement pursuant to Section 2.02 above, the terminating Party shall reimburse the non-terminating Parties, as well as any affected Infrastructure Participant for reasonable costs associated with reconfiguring the System as is necessary for the non-terminating Parties and all other Participants to continue to access, use, maintain and repair the System. In addition, all Article XII Default provisions shall apply. The provisions of this Section 2.04 shall expressly survive the termination of this Agreement.

**2.05 Effect of Termination of this Agreement at the end of the Initial Term or any Renewal Term pursuant to Section 2.01 above.** In the event either Party terminates this Agreement at the end of the Initial Term or any Renewal Term pursuant to Section 2.01 above, the following provisions shall apply:

- (i) Prior to the date of termination, the terminating Party must pay any remaining financial obligations related to the System or its components including, without limitation, Seagoville's Infrastructure Components, incurred or accrued prior to the date of the termination;
- (ii) All Seagoville's Infrastructure Components of the System, if previously conveyed by Garland to Seagoville, shall continue to be owned 100% by Seagoville; and
- (iii) The provisions of this Section 2.05 shall expressly survive the termination of this Agreement.

**2.06 Notice of Termination.** No notice of termination of this Agreement shall be effective unless given in accordance with Section 7.07 below.

### **III. INTERLOCAL RADIO SYSTEM USAGE AGREEMENT**

The Parties shall execute an Interlocal Radio System Usage Agreement with this Agreement, which may be amended from time to time, in the form attached hereto as **Exhibit A**, and fully incorporated herein by reference, which expressly sets forth the rights, duties, obligations, and responsibilities of Seagoville as Infrastructure Participants of the System.

### **IV. PURCHASE AND INSTALLATION OF INFRASTRUCTURE COMPONENTS; MAINTENANCE**

**4.01 CSA for Seagoville's Infrastructure Components.** The Parties acknowledge that Seagoville has entered into a CSA with the Selected Vendor relating to the purchase of the hardware, software and all other components of the System to be located within Seagoville and constituting Seagoville's Infrastructure Components of the System. System Owners shall comply with applicable competitive bidding laws and requirements and Seagoville and System Owners expressly consent to cooperative purchasing.

**4.02 Seagoville's Infrastructure Components.** Seagoville shall maintain title to Seagoville's Infrastructure Components as described in Exhibit C (the Itemized List of Infrastructure Components to be conveyed to Seagoville upon receipt of reimbursement payments). Seagoville will maintain the same hardware and software levels as needed to connect to the System Owners' master site. System Owners will maintain all of their infrastructure components during the term of this Agreement that are needed to support Seagoville's infrastructure. This will include the master site and all associated components needed to support the systems connected by Seagoville, the tower site that will be used to support Seagoville's Simulcast Cell's connection to the master site, and the microwave system that will also be used to support the connection of Seagoville system.

**4.03 Invoices from the Selected Vendor and Selected Maintenance Vendor for Seagoville Infrastructure Components.** Seagoville will be responsible for all of the maintenance costs of the components of Seagoville's infrastructure and components added to the System needed to support Seagoville's radio system operation. System Owners will be responsible for the maintenance costs and vendor support for the master site and all components supporting the connection of Seagoville's components to the System Owners' master site. Seagoville's contributions to the maintenance costs of the System Owners' equipment used to support Seagoville's system shall be included in the user fees Seagoville pays to System Owners.

**4.04 Disputed Invoices.** If a Party disputes any amount appearing on an invoice from the Selected Vendor or Selected Maintenance Vendor, the Party disputing the invoice shall provide a written notice to Mesquite/Garland and the Selected Vendor or Selected Maintenance Vendor, as applicable, not later than thirty (30) days following receipt of the invoice, identifying the amount(s) disputed and the basis for the dispute. A Party disputing an amount on an invoice shall pay any undisputed amount as required by Section 4.04 above in accordance with the due date for such amount. If any amount that is disputed by a Party shall, in fact, be determined to be due, the Party disputing the amount shall be solely responsible for also paying any late fees and interest accrued on delinquent payments pursuant to the CSA or SMA, which amounts said Party shall pay directly to the Selected Vendor or Selected Maintenance Vendor, as applicable.

## **V. RIGHT OF ACCESS**

### **5.01 License to Enter, Access, Ingress, Egress and Use the System.**

(a) The Parties agree to reasonably cooperate with the Selected Vendor, the Selected Maintenance Vendor, and the other Parties with respect to the installation, operation, maintenance, repair, and use of the System, including Seagoville's Infrastructure Components, and agree to take such actions that are reasonable and necessary to ensure that the Selected Vendor is able to timely perform its obligations under the CSA, and the Selected Maintenance Vendor is able to timely perform its obligations under the SMA. For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration including, without limitation, the covenants and agreements of the Parties as more fully set forth herein, the receipt and sufficiency of which is hereby acknowledged and confessed, subject to the provisions of subpart (b) of this section, Seagoville hereby grants licenses to both System Owners to enter and access Seagoville's

property including, without limitation, rights of ingress and egress over, across, upon and through Seagoville's property to the extent reasonable and necessary for System Owners, either acting individually or collectively, to access and use the System, including Seagoville's Infrastructure Components, and further grants to the System Owners, subject to the provisions of subpart (b) of this section, rights of entry and access including, without limitation, rights of ingress and egress over, across, upon and through those portions of Seagoville's facilities and property on which any component of the System is located for the purpose of installing, inspecting, testing, operating, maintaining, servicing, repairing, upgrading, and using the System, including Seagoville's Infrastructure Components. Seagoville further agrees to grant the Selected Vendor and the Selected Maintenance Vendor, their employees, agents, and subcontractors a license, subject to the provisions of subpart (b) of this section, to enter and access Seagoville's property including, without limitation, rights of ingress and egress over, across, upon and through Seagoville's facilities and property for the purpose of installing, inspecting, and testing the System including, without limitation, Seagoville's Infrastructure Components and, as long as the SMA is in effect, for the purpose of operating, maintaining, repairing, and upgrading the System including, without limitation, Seagoville's Infrastructure Components.

(b) Notwithstanding the foregoing, System Owners shall use reasonable efforts to provide prior notice to Seagoville prior to the exercise of any right of ingress and egress over, across or upon Seagoville's facilities or property by either of the System Owners, the Selected Vendor and the Selected Maintenance Vendor. Seagoville may enforce reasonable and necessary security measures with respect to access to Seagoville's property and facilities (including, without limitation, requirements that reasonable notice be given prior to such access) to the extent necessary to protect Seagoville's property and facilities, the health and safety of employees, residents, citizens, and businesses, or to comply with applicable state and federal laws and regulations. In the event access to Seagoville's facilities or property where any component of the System is located requires an escort or requires entry or access by an employee or representative of Seagoville, Seagoville shall provide, at Seagoville's sole cost and expense, an employee or other authorized person to provide such escort, entry, and access within a reasonable time after request by either System Owner. The Parties specifically acknowledge that each Party is making substantial expenditures in connection with the purchase of the System in reliance on the licenses and rights of entry, access, ingress, egress and use of the System granted to System Owners as more fully set forth in this Article V. The Parties expressly agree that the licenses and rights of entry, access, ingress, egress and use of the System granted pursuant to this Article V are irrevocable and coupled with an interest and shall not be terminated during the Term of this Agreement.

**5.02 Enforcement of Rights of Entry, Access, Ingress, Egress and Use of the System.** The Parties acknowledge that the major components of the System are owned by System Owners and that the System was purchased and installed to provide emergency public safety services to System Owners and all Participants of the System, and that it is critical that System Owners and all Participants of the System have continued and uninterrupted access to and use of Seagoville's Infrastructure Components. Notwithstanding anything contained in this Agreement to the contrary, the Parties acknowledge that the licenses, rights of entry, access, ingress, egress and use

of the System including, without limitation, Seagoville's Infrastructure Components, granted pursuant to Section 5.01 above shall, in addition to all other remedies available herein or by law or in equity, be enforceable by injunction and/or specific performance. The Parties further agree that in the event Seagoville fails to allow or interferes with System Owners' exercise of their rights of entry, access, ingress, egress or use of the System as more fully set forth in Section 5.01 above, System Owners, acting individually or collectively, shall have the right to enforce the licenses and rights of entry, access, ingress, egress and use of the System granted to System Owners pursuant to Section 5.01 above immediately without waiting the thirty (30) day period for such failure to rise to a Default under the terms of this Agreement.

**5.03 Survival.** All covenants, agreements, terms, provisions, obligations, rights and remedies of the Parties set forth in Article V of this Agreement shall expressly survive the termination of this Agreement.

## **VI. ADMINISTRATION AND OPERATION OF THE SYSTEM; SEAGOVILLE'S RIGHT OF ACCESS FOR SYSTEM USE**

**6.01 Governance Board.** The Garland/Mesquite Radio System ILA creates a governance board to operate and administer the System that is comprised of three (3) representatives from Mesquite and three representatives from Garland, each appointed by their respective City Managers, and one (1) representative for the remaining Infrastructure Participants, selected by the City Manager or Town Administrator of the municipality entitled to appoint a representative for that term (the "Governance Board"). The representatives appointed by the respective City Managers of System Owners shall serve as members on the Governance Board until such representative resigns in writing or is removed or replaced by the City Manager or the governing body of the city that appointed such representative. Each representative appointed by an Infrastructure Participant shall serve a one-year term and the position shall rotate between Infrastructure Participants annually. The first Infrastructure Participant member to serve on the Governance Board shall be a representative of the Infrastructure Participant with the largest citizen population at the time the members of the Governance Board are initially appointed. Each succeeding appointment of an Infrastructure Participant member to the Governance Board shall be a representative of the Infrastructure Participant with the largest citizen population at the time of the appointment that has not already appointed a representative to serve as a member on the Governance Board. If, at the time of any succeeding appointment to the Governance Board, all Infrastructure Participants have previously had representatives who have served as members of the Governance Board, the Infrastructure Participant with the largest citizen population will appoint a representative to serve on the Governance Board for the then current one-year term and after serving such one-year term, that Infrastructure Participant shall not be eligible to appoint a member to the Governance Board until all other Infrastructure Participants existing at the time of the appointment have appointed members to serve second one (1) year terms. This process for appointing the Infrastructure Participant member to the Governance Board shall be repeated similarly for Infrastructure Participants appointing members to serve third, fourth and subsequent one (1) year terms on the Governance Board. Seagoville, as an Infrastructure Participant, shall from time to time, be eligible to appoint one (1) representative to serve as a member of the

Governance Board in accordance with the procedure set forth above. Each appointment by Seagoville Infrastructure Participant shall be for a one (1) year term. All members of the Governance Board shall serve at the pleasure of the City or Town appointing such member and may be removed from the Governance Board with or without cause at any time by action of the City Manager, Town Administrator, or the governing body of the City or Town appointing such member.

**6.02 Technical Advisory Board.** A Technical Advisory Board has been created and comprised of a group of technical personnel selected to advise the Governance Board (hereinafter “Technical Advisory Board”), in accordance with the terms and conditions of the Garland/Mesquite Radio System ILA. The Technical Advisory Board shall consist of two (2) representatives from each of the System Owners, appointed by the City Managers of each city, respectively. Every other Infrastructure Participant (including, without limitation, Seagoville) may select up to two (2) persons to serve on the Technical Advisory Board; provided, however, none of the representatives of Infrastructure Participants serving on the Technical Advisory Board shall have authority to make any motions or to vote on any matter. All members serving on the Technical Advisory Board shall serve until such member resigns in writing or is removed or replaced by the City Manager, Town Administrator, or the governing body of the city or Infrastructure Participant that appointed such representative. All members of the Technical Advisory Board shall serve at the pleasure of the city or town appointing such member and may be removed from the Technical Advisory Board with or without cause at any time by action of the City Manager, or Town Administrator or the governing body of the city or Infrastructure Participant appointing such member.

**6.03 Covenant to Access and Use the System in Accordance with Procedures Established by Governance Board.** Seagoville grants to the Governance Board the right to establish rules, regulations, procedures and guidelines in connection with the operation, administration, access and use of Seagoville’s Infrastructure Components. Seagoville hereby covenants and agrees to timely keep and perform all rules, regulations, procedures and guidelines established by the Governance Board in connection with the operation, administration, access to and use of the System.

**6.04 Covenant to Timely Pay Participant Fees.** Seagoville covenants and agrees to timely pay all Participant Fees as more fully set forth in the Interlocal Radio System Usage Agreement and as hereafter established by the Governance Board to System Owners at the addresses set forth in Section 7.07 below (or at such other address as System Owners may hereafter notify Seagoville of in writing). The Governance Board shall establish Participant Fees based on generally accepted accounting principles and set at rates designed to cover costs of operation, maintenance, repair, replacements, upgrades, and administration of the System on a non-profit basis. Seagoville shall have the right to inspect, at Seagoville’s expense and on reasonable notice and during normal business hours, the books and records of the Governance Board upon which Participant Fees are based. All such Participant Fees shall be due and payable on such dates as set forth in the Interlocal Radio System Usage Agreement or on such dates as established by the Governance Board. In the event there is a conflict between the payment dates set forth in the Interlocal Radio System Usage Agreement and the payments dates now or hereafter established by the Governance Board, the dates established by the Governance Board shall control.

**6.05 Right to Access and Use the System.** Provided Seagoville is not in Default of this Agreement, and further provided that no event exists which, but for notice, the lapse of time, or both, would constitute a Default by Seagoville under the terms of this Agreement, Seagoville shall have the right to access and use the System during the Term of this Agreement in accordance with the terms and conditions of this Agreement, the Interlocal Radio System Usage Agreement, and the rules, regulations, procedures and guidelines established by the Governance Board.

**6.06 Right to Access and Use Seagoville's Infrastructure Components.** During the Term, provided System Owners are not in Default of this Agreement, and further provided that no event exists which, but for notice, the lapse of time, or both, would constitute a Default by either System Owner under the terms of this Agreement, System Owners and all Participants shall have the right to access and use Seagoville's Infrastructure Components in accordance with the terms and conditions of this Agreement and the rules, regulations, procedures and guidelines established by the Governance Board. This would primarily include the use of the System Owners' Simulcast Cell or Seagoville's Simulcast Cell to extend coverage for first responders who may be providing mutual aid outside of the coverage area of their respective simulcast cell. The Technical Advisory Board will provide guidance in how user radios will be programmed.

**6.07 Right to Access and Use the System Owners' Infrastructure Components.** During the Term, provided Seagoville is not in Default of this Agreement, and further provided that no event exists which, but for notice, the lapse of time, or both, would constitute a by Default by Seagoville under the terms of this Agreement, System Owners and all Participants shall have the right to access and use the System Owners' Infrastructure Components in accordance with the terms and conditions of this Agreement and the rules, regulations, procedures and guidelines established by the Governance Board.

**6.08 Seagoville Access to the System.** Seagoville will have the right to implement its system and connect it to the System, which will include the following items:

- A. Installation of a microwave radio system and all of its components in the equipment shelter of Mesquites McKenzie tower site that would include the equipment and antenna systems, and connection to primary and standby power systems (excluding UPS) owned by Mesquite. This will be used to support the microwave link to Seagoville's trunked radio site and dispatch centers.
- B. Seagoville will perform a structural analysis on the McKenzie tower adding the additional microwave dish's. In the event the structural analysis reports the tower is loaded beyond 85%, Seagoville at its own expense will pay the selected vendor to remediate the tower to not exceed 85%.
- C. Usage of the System Owners' microwave system for connection to the System Owners' master site. System Owners will have control over the microwave system configuration,

- D. Connection of the Controller to the System Owners’ master site through the above-mentioned systems.
- E. Connection of two (2) MCC7500 dispatch consoles to the master site.
- F. The Governance Board will manage data capabilities and how it is administered.
- G. Additional software licenses to the System Owners’ master site as listed in the table below:

QTY DESCRIPTION

- 1 ADD: ASTRO 25 FDMA SITE LICENSE
- 1 ADD: P25 PHASE 2 TDMA TRKNG OP SITE
- 3 ADD: P25 PHASE 2 TDMA SW BASE RADIO
- 1 ADD: PHASE 2 DYNAMIC TG ASGNMT SITE
- 3 ADD: PHASE 2 DYNAMIC CH BASE RADIO

IMW LICENSES

- 1 ADD: ADDITIONAL RESOURCES
- 1 ADD: ADDITIONAL 100 LOCATION
- 1 ADD: ADDITIONAL 100 PRESENCE

**VII. PARTICIPANT FEE FUND; MISCELLANEOUS PROVISIONS**

**7.01 Participant Fee Fund.** Seagoville shall pay a reasonable fee to System Owners, as set by the attached Interlocal Radio System User Agreement, for the use of the System Owners’ master site and roaming onto the System Owners’ Simulcast Cell. All such fees for use of the System shall be remitted to Garland to be held in trust for the benefit of the System Owners. Such fees as set by the Governance Board shall be due and payable on such dates as set forth by the Governance Board.

**7.02 Insurance on Seagoville’s Infrastructure Components.** In the event of any casualty or other damage or loss to Seagoville’s Infrastructure Components, Seagoville shall be solely responsible for and shall pay all costs and expenses of repairing and replacing all of Seagoville’s Infrastructure Components. Prior to the date the risk of loss on Seagoville’s Infrastructure Components is transferred to Seagoville, Seagoville shall secure replacement cost “broad form” or “special form” property insurance insuring Seagoville’s Infrastructure Components or self-insure Seagoville’s Infrastructure Components against damage and loss. Such insurance shall identify System Owners as joint loss payees with respect to Seagoville’s Infrastructure Components. If this insurance provision is satisfied through a program of self-insurance, the execution of this Agreement shall constitute the agreement by Seagoville to repair or replace Seagoville’s Infrastructure Components at their sole cost and expense in the event of any damage or loss to Seagoville’s Infrastructure Components.

**Interlocal Agreement Between the Cities of Garland and Mesquite and Seagoville**

System Owners shall abide by the preceding clause reciprocally in regard to the Garland-owned master site and all components needed to support Seagoville's Simulcast Cell and dispatch centers.

**7.03 Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

**7.04 Entire Agreement; Conflict.** This Agreement, including the attached Interlocal Radio System Usage Agreement, represents the entire and integrated agreement between System Owners and Seagoville, and supersedes all prior negotiations, representations or agreements, either written or oral, with regard to the subject matter hereof. This Agreement may be amended and modified only by written instrument signed by all Parties. There are no oral agreements between the Parties. In the event of a conflict between the terms and conditions of this Agreement and the attached Interlocal Radio System Usage Agreement, but not including definitions expressly defined in either agreement, the terms and conditions of this Agreement shall control.

**7.05 Notices.** All notices required or permitted to be given to any Party hereto shall be in writing and shall be considered properly given if sent by United States electronically tracked certified mail, return receipt requested, in a postage paid envelope addressed to the respective Parties at the following addresses or by delivery of the notice in person to the intended addressee by hand delivery or by a nationally recognized courier service having the ability to track shipping and delivery of notices including but not limited to services such as Federal Express or United Parcel Service (UPS). Notices mailed by certified mail as set forth above shall be effective two (2) days after deposit in the United States mail. Notices given in any other manner shall be effective only when received by the addressee. For purposes of notice, the addresses of the Parties shall be as set forth below. Any Party shall have the right to change such Party's address for notice purposes by giving all other Parties at least thirty (30) days' prior written notice of such change of address in the manner set forth herein:

**Notices to System Owners:**

**Garland Representative:**  
Chief Information Officer  
City of Garland  
1490 State Highway 66  
Garland, Texas 75040  
972-781-7205

**Notices to Seagoville:**

**Representative:**  
**Support Services Manager**  
City of Seagoville Police Department  
600 North Highway 175  
Seagoville, Texas 75159  
972-287-6834

With a copy to  
City Attorney  
City of Garland  
200 North Fifth Street, 4<sup>th</sup> Floor

Garland, Texas 75040

**Mesquite Representative:**

Fire Chief  
City of Mesquite  
1515 N. Galloway  
Mesquite, Texas 75149

With a copy to:

City Attorney  
City of Mesquite  
11515 N. Galloway  
Mesquite, Texas 75149

**7.06 Seagoville to Timely Install Tower.** Seagoville agrees to construct and make operable an infrastructure component (a tower). Seagoville further agrees to complete construction of the tower and bring it on-air no later than December 31, 2019. In the event Seagoville fails to complete tower construction and bring the tower online by that date, Seagoville shall be in default of this Subscriber Participant Agreement. System Owners shall have the authority to terminate this Subscriber Participant Agreement for cause. System Owners may declare this Subscriber Participant Agreement terminated at any time after December 31, 2019, and before Seagoville completes tower construction and brings its tower on the air. System Owner's termination of this Subscriber Participant Agreement for failure to complete the Seagoville tower construction or to bring the Seagoville tower on air shall have no impact on the validity or enforceability of the Radio System Usage Agreement between Seagoville and System Owners.

**VIII. AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION**

The undersigned officer or agent of each of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto. System Owners and Seagoville are each executing this Agreement pursuant to duly authorized action by each of their respective City Councils.

**IX. SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be invalid, unenforceable or contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the validity, enforceability or legality of any of the remaining portions of the Agreement and the remaining provisions shall remain in full force and effect and shall be construed and enforced as if the invalid, unenforceable or illegal provision had never been included in the Agreement.

**X. VENUE**

**Interlocal Agreement Between the Cities of Garland and Mesquite and Seagoville**

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Dallas County, Texas, and, if legal action becomes necessary, exclusive venue shall lie in state courts of competent subject matter jurisdiction in Dallas County, Texas.

## **XI. INTERPRETATION OF AGREEMENT**

This is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the terms and provisions of this Agreement shall not be construed more favorably for or strictly against any Party.

## **XII. DEFAULT AND REMEDIES; WARRANTIES AND LIMITATION ON LIABILITY**

**12.01 Remedies for Default.** In the event of a Default by any Party to this agreement, the following remedies shall be available (as applicable):

- (a) The Parties shall have the right to enforce the provisions of Section 5.01 of this Agreement by injunction and/or specific performance as more fully set forth in Section 5.02 of this Agreement.
- (a) Upon the occurrence of a Default by either System Owner, Seagoville shall have the right to terminate this Agreement by written notice to the System Owners and shall further have the right to exercise any rights and remedies available to Seagoville at common law, by statute, in equity or otherwise pursuant to the laws of the State of Texas.
- (c) Upon the occurrence of a Default by Seagoville, System Owners shall have the right to terminate this Agreement by written notice to Seagoville and shall further have the right to exercise any rights and remedies available to System Owners at common law, by statute, in equity or otherwise pursuant to the laws of the State of Texas.
- (d) In the event of a Default by any Party, the Defaulting party must pay any remaining financial obligations related to the System or its components including, without limitation, Seagoville's Infrastructure Components, incurred or accrued prior to the date of notice of termination by the non-Defaulting party.
- (e) In the event of a Default by either Party, all Seagoville's Infrastructure Components, if previously conveyed from System Owners to Seagoville, shall continue to be owned 100% by Seagoville. In the event of Default by either Party, the defaulting Party shall, within ninety (90) days after written demand, reimburse the non-defaulting Party and all Infrastructure Participants for reasonable costs associated with the reconfiguring of the System that are necessary for the non-defaulting Party and all Participants to continue to access, use, maintain and repair the System including, but not limited to, microwave realignment and licensing fees.
- (f) The Dispute Resolution provisions of Section 22 of the Interlocal Radio System Usage Agreement shall apply to this Agreement for disputes not related to public safety. The Parties

specifically agree that the provisions of Section 22 of the Interlocal Radio System Usage Agreement shall not apply if any delay in the resolution of the issue in dispute could adversely affect the public safety of the citizens of any Party. Notwithstanding any provision of this Section 12.02(f) to the contrary, the Parties acknowledge and agree that Section 22 of the Interlocal Radio System Usage Agreement shall not apply to disputes relating to Article V of this Agreement and the Parties further agree that any Party may institute a lawsuit or other proceeding to exercise the remedies available under Section 5.02 of this Agreement without first attempting to resolve the dispute by following the dispute resolution process set forth in Section 22 of the Interlocal Radio System Usage Agreement.

(g) The provisions of this Section 12.02 shall expressly survive the termination of this Agreement.

**12.03 Remedies Cumulative.** The Parties' rights and remedies under this Agreement are cumulative and are not exclusive of any other right or remedy provided by law. Each right and remedy of the Parties provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for in this Agreement or now or hereafter existing pursuant to the laws of the State of Texas.

**12.04 Disclaimer of Warranties.** System Owners make no representations or warranties, either express or implied, as to the System or its components, and Seagoville acknowledges that the use of the System is being provided to Seagoville on an "AS-IS" "WHERE IS" basis with any and all latent and patent defects. System Owners expressly disclaim any warranty or representation as to the System's coverage, quality, dependability, performance, continuation of service, non-infringement, merchantability, fitness for any purpose, or fitness for the uses intended by Seagoville. Seagoville assumes the entire risk associated with the results and use of the System or its components by Seagoville, its employees, agents, representatives, officials and all persons and entities using or accessing the System on Seagoville's behalf. Neither of the System Owners shall be liable to Seagoville, its employees, agents, representatives, officials or to any other person or entity using or accessing the System on Seagoville's behalf for any indirect, incidental, special or consequential damages whatsoever, including, but not limited to, damages for any loss of use, time, data, goodwill, revenue or profit, in any way related to or arising from this Agreement, the use, misuse or non-use of the System by Seagoville, and/or any inadequacies of coverage, quality, dependability, performance, errors or interruption in service or partial or total failure of the System even if System Owners, individually or collectively, have been advised of the possibility of such damages. System Owners and their employees, agents, representatives and officials shall not be liable to Seagoville, its employees, agents, representatives, officials or any other person or entity using or accessing the System on Seagoville's behalf for personal injuries, death or property damage due to or arising from the use, misuse or non-use of the System by Seagoville and/or arising from any inadequacies of coverage, quality, dependability, performance, errors or interruption in service or partial or total failure of the System. To the extent allowed by law, Seagoville agrees to hold System Owners and their employees, agents, representatives and officials harmless from and against all liability of any

**nature whatsoever for personal injuries, death or damage to tangible property caused by or arising from the use, misuse or non-use of the System by Seagoville.**

**12.05 Limitation on Liability.** Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed by the Parties that Seagoville and System Owners shall not be held liable for the acts or omissions of each other or for the acts or omissions of each other's agents, representatives or employees in the performance of this Agreement.

**12.06 Survival.** All provisions of this Article XII shall expressly survive the expiration or termination of this Agreement.

### **XIII. WAIVER**

No covenant or condition of this Agreement may be waived without the express written consent of the waiving Party. No failure by any Party to insist upon the strict or timely performance of any covenant, duty, agreement, term or condition of this Agreement shall constitute a waiver of any such covenant, duty, agreement, term or condition. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way impair such right or constitute a waiver of such right or a waiver of any breach theretofore or thereafter occurring.

### **XIV. GOVERNMENTAL FUNCTION**

The provision of police, fire and emergency medical services, the radio communications that are essential thereto and the work and services described herein in connection therewith, are essential to the public health and safety of the citizens of both Parties and are governmental functions and services pursuant to the Act that each Party is authorized to perform individually. Each Party agrees that all monetary obligations of such Party under the terms of this Agreement shall be made only from current revenues or other lawful funds appropriated and available for the performance of such obligations.

### **XV. NO PARTNERSHIP, JOINT VENTURE, AGENCY OR EMPLOYER/EMPLOYEE RELATIONSHIP**

Nothing contained in this Agreement shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of partnership, joint venture, joint enterprise, agency or employer/employee relationship between the Parties and/or between any Party.

### **XVI. HEADINGS**

The headings of this Agreement are for convenience of reference only and shall not affect in any manner any of the terms and conditions of this Agreement.

### **XVII. DUPLICATE ORIGINAL DOCUMENTS**

**Interlocal Agreement Between the Cities of Garland and Mesquite and Seagoville**

This Agreement may be executed in any number of original, facsimile or electronically-scanned counterparts, each of which shall be considered an original and all of which shall be considered one and the same instrument. A digital or electronic signature shall be considered an original signature for all purposes.

### **XVIII. TIME IS OF THE ESSENCE**

The Parties agree that time is of the essence in the performance of this Agreement.

### **XIX. SYSTEM OWNERS RADIO SYSTEM ILA WAIVER, RELEASE AND COVENANT NOT TO SUE**

The Parties acknowledge that System Owners have entered into the Garland/Mesquite Radio System ILA (a copy of which has been provided to Seagoville) regarding, inter alia, the installation, operation, administration, maintenance and implementation of the System and that pursuant to the Garland/Mesquite Radio System ILA, System Owners have certain rights to terminate the Garland/Mesquite Radio System ILA as more fully set forth in therein. The Parties expressly agree that this Agreement does not alter, affect, modify or amend the Garland/Mesquite Radio System ILA in any manner including, without limitation, either of the System Owners' right to terminate the Garland/Mesquite Radio System ILA. The Parties further agree that in the event either System Owner exercises its right to terminate the Garland/Mesquite Radio System ILA (under the terms and subject to the conditions set forth therein), (i) the System (as defined in this Agreement) and the Interlocal Radio System Usage Agreement shall no longer include any components of the System owned solely by Mesquite; (ii) upon such termination, neither Garland or Seagoville shall have any rights to access or use the components of the System that are owned solely by Mesquite; and (iii) upon such termination, any access or use of the Shared Components of the System shall be limited to the rights of access and use, if any, that expressly survive the termination of the Garland/Mesquite Radio System ILA. **For and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Garland and Seagoville hereby voluntarily WAIVE, RELEASE AND FOREVER DISCHARGE Mesquite and its employees, agents, representatives, officials, attorneys and insurers, both individually and in their official capacities (hereinafter collectively the "Released Parties"), of and from any and all claims, demands, damages, liabilities, actions and causes of action of every kind and nature whether known or unknown, foreseen or unforeseen (collectively "Claims"), which Garland or Seagoville, their employees, agents, representatives or officials have or may have against any one or more of the Released Parties arising from or relating to the termination by Mesquite of the Garland/Mesquite Radio System ILA provided Mesquite is not in default (as defined in the Garland/Mesquite Radio System ILA) of the Garland/Mesquite Radio System ILA [or no event has occurred which, but for notice, the lapse of time or both would constitute a "Default" by Mesquite under the terms of the Garland/Mesquite Radio System ILA] and such termination is in accordance with the terms and conditions set forth in the Garland/Mesquite Radio System ILA including, without limitation, any claims at law or in equity arising from or relating to any adverse effect on the use or operation of the System or any component of the System including but not limited to Seagoville's Infrastructure**

**Components caused by or as a result of the termination by Mesquite of the Garland/Mesquite Radio System ILA. Garland and Seagoville further covenant and agree not to institute any action, litigation or suit at law or in equity against Mesquite for any Claims arising out of or in any way relating to the termination of the Garland/Mesquite Radio System ILA provided Mesquite is not in “Default” (as defined in the Garland/Mesquite Radio System ILA) of the Garland/Mesquite Radio System ILA [or no event has occurred which, but for notice, the lapse of time or both would constitute a “Default” by Mesquite under the terms of the Garland/Mesquite Radio System ILA] and such termination is in accordance with the terms and provisions of the Garland/Mesquite Radio System ILA.**

*[Remainder of page intentionally left blank; Signature page to follow]*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF GARLAND, TEXAS  
a Texas home-rule municipality**

BY: \_\_\_\_\_  
Bryan L. Bradford  
City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Stephen M. Hines, Sr. Asst. City Attorney

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF MESQUITE, TEXAS,  
a Texas home-rule municipality**

BY: \_\_\_\_\_  
Cliff Keheley, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Ileana N. Fernandez, Sr. Asst. City Attorney

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**CITY OF SEAGOVILLE, TEXAS  
a Texas home-rule municipality**

BY: \_\_\_\_\_

Patrick Stallings, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT “A”**

**Interlocal Radio System Usage Agreement**  
(to be executed by System Owners and Seagoville concurrently with this Agreement)

Exhibit “B”

(to be executed by the Parties and attached after design review by the selected vendor)

EXHIBIT "C"

(NONE)

**INTERLOCAL RADIO SYSTEM USAGE AGREEMENT  
(Exhibit “A” - Subscriber Participant Agreement)**

This Interlocal Agreement (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_ 2019 by and between the **CITY OF GARLAND** (“Garland”) and **CITY OF MESQUITE** (“Mesquite”), Texas home-rule municipalities (collectively, the “System Owners”), and the **CITY OF SEAGOVILLE**, a Texas home-rule municipality (“Seagoville”). System Owners and Seagoville may be collectively referred to as the “Parties” or individually as a “Party”.

**WITNESSETH:**

**WHEREAS**, System Owners and Seagoville is local governments within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended (the “Act”), provides authority for local governments of the State of Texas to enter into Interlocal Agreements with one another for the purpose of performing governmental functions and services as set forth in the Act; and

**WHEREAS**, the System Owners and Seagoville wish to enter into this Agreement to provide for the use of a portion of the additional capacity of the 700 MHz System by Seagoville under such terms as will not interfere with the use, ownership or operation of the 700 MHz System by the System Owners; and

**WHEREAS**, System Owners have investigated and determined that it would be advantageous and beneficial to the citizens of their respective jurisdictions to purchase and implement a combined wide area, multi-site digital trucked simulcast radio system that is compliant with P-25 interoperability standards (the “System”); and

**WHEREAS**, the Parties acknowledge that System Owners have entered into *The City of Garland and the City of Mesquite Radio System Interlocal Agreement* dated July 7, 2015 (the “Garland/Mesquite Radio System ILA”), a copy of which has been provided to Seagoville regarding, inter alia, the installation, operation, administration, maintenance and implementation of the System; and

**WHEREAS**, Seagoville has investigated and determined that it would be advantageous and beneficial to the citizens of Seagoville to participate in the new System as a Subscriber Participant (defined below).

**NOW, THEREFORE**, under the authority of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the System Owners and Seagoville, for the mutual consideration hereinafter stated, agree as follows:

**Section 1.     General.**

## **1.01 Definitions.**

**“700 MHz System”** shall mean the 700 Mhz frequencies of the System that System Owners are providing for Seagoville’s use.

**“Effective Date”** means the later of the dates this Agreement is approved by the governing bodies of the System Owners and Seagoville and signed by the authorized representatives of each entity.

**“Governance Board”** means the administrative governing body tasked with the operation and administration of the System and being more particularly described in the Garland/Mesquite Radio System ILA.

**“Infrastructure Components”** means the equipment, materials, hardware, software, firmware, structures and other items comprising a portion of the System that are located within the municipal boundaries of Seagoville and which are more specifically detailed and itemized in Exhibit C to that agreement known as “The Cities of Garland and Mesquite and the City Seagoville Radio System Interlocal Agreement”, a copy of which has been provided to and approved by Seagoville and which is incorporated herein by reference.

**“Infrastructure Participants”** means municipalities, whether one or more, other than System Owners, that participate in the System by using services provided by the System and that own Infrastructure Components of the System located within their respective municipalities. Infrastructure Participants shall pay Participant Fees in accordance with fee schedules established from time to time by the Governance Board.

**“Initial Term”** means that period of time commencing upon the Effective Date and concluding at midnight on September 30<sup>th</sup> of the fifth calendar year thereafter.

**“Participant”** means an Infrastructure Participant or a Subscriber Participant and **“Participants”** collectively means all Infrastructure Participants and Subscriber Participants.

**“Patching”** means cross connecting a radio or Talk Group(s) to other Talk Group(s) or channel(s) on other radio systems.

**“Renewal Term”** means the five (5) year renewal periods following the Initial Term and beginning on the first day of October immediately following the conclusion of the Initial Term or prior Renewal Term and renewing on October 1<sup>st</sup> of each fifth calendar year thereafter (individually, a “Renewal Term”; collectively, the “Renewal Terms”).

**“Shared Components”** means the components of the System that are jointly owned by System Owners as more fully defined in the Garland/Mesquite Radio System ILA. The term shall also mean the components of the System that will be owned by System Owners, but also used to support the operations of the Seagoville Simulcast Cell.

**“Simulcast Cell”** means a standalone multi-site trunked radio system that operates off the master site owned by System Owners.

**“Subscriber”** or **“Subscriber radio”** means an individual Motorola Phase 2 Project 25 radio used by Seagoville.

**“Subscriber Participant”** means the various municipalities, school districts, and other third parties, other than Infrastructure Participants and the System Owners, that participate in the System by using services provided by the System and that own their own subscriber units (radios) or other related components, which provide access to the System. Subscriber Participants are referred to in the Garland/Mesquite Radio System ILA as “Non-Infrastructure Participants” and all references in this Agreement to “Subscriber Participant” or “Subscriber Participants” shall mean “Non-Infrastructure Participant” or “Non-Infrastructure Participants” under the Garland/Mesquite Radio System ILA. Subscriber Participants shall pay Participant Fees in accordance with fee schedules established from time to time by the Governance Board.

**“System”** means a wide area, multi-site (“simulcast”) digital trunked radio system compliant with P-25 interoperability standards as more expressly defined in the Garland/Mesquite Radio System ILA and shall include the Shared Components, the Non-Shared Components, and all Infrastructure Components including, without limitation, Seagoville’s Infrastructure Components.

**“System Owners Technical Advisory Board”** means the group of technical personnel selected to advise the Governance Board and being more particularly described in Section 6.04 of the Garland/Mesquite Radio System ILA.

**“Talk Group”** means a specific channel name assigned to Seagoville.

**“Term”** means, with the exception of the Initial Term as defined herein above, a five (5) year period, commencing on October 1 and terminating at midnight on September 30<sup>th</sup> of the fifth calendar year thereafter (the “Termination Date”), unless sooner terminated as provided herein, for each successive Renewal Term.

## **Section 2. Use of the 700 MHz System.**

**2.01 Capacity.** The System Owners agree to provide Seagoville use of additional capacity of the 700 MHz System. Exhibit A defines the number of Talk Groups and Subscribers Seagoville is authorized to use on the System. As technical improvements are made to the 700 MHz System by the System Owners, and provided that the System Owners have sufficient system capacity (as determined by the System Owners in their sole discretion) for their own present and future needs and those of others with whom the System Owners may enter agreements for use of the additional capacity of the 700 MHz System, Seagoville may add additional units to the 700MHz System under the same terms and conditions contained herein.

**2.02 Notification by Subscriber Participant.** Seagoville, as a Subscriber Participant, agree to notify the System Owners Technical Advisory Board of:

(a) Seagoville’s entire inventory of Subscriber radios being used on or in conjunction with the 700 MHz System; and

- (b) any changes in that inventory within ten (10) days after such change.

**2.03 Talk Group Auto-Roaming.** System Owners do not guarantee any Subscriber Participant's Talk Group will be authorized to operate on all tower sites in the System ("auto-roam"). A Subscriber Participant may request, in writing, that the System Owners authorize a Talk Group to auto-roam between towers on the System. In accordance with Article VI of the Garland/Mesquite Radio System ILA, the Technical Advisory Board shall review all such requests to ensure the request does not negatively impact the System's quality of service. The Technical Advisory Board shall recommend the Governance Board authorize or deny the request. The Governance Board shall then, at its sole and final discretion, authorize or deny the request and notify the Subscriber Participant of its decision.

**Section 3. Terms of Use.** Seagoville is to use the System strictly in accordance with and under the terms of use set forth in Exhibit A.

**Section 4. Fees.**

**4.01 Payment.** Seagoville shall remit payments to Garland in the amount and manner set forth in Exhibit A.

**4.02 Payment source.** All payments made by Seagoville under this Agreement must be made from current revenues available to Seagoville.

**4.03 Adjustment of fees.** The System Owners may adjust the annual fees based on an estimation of their variable costs, such as maintenance and operating expenses.

**4.04 Pro rata policy.** In the event this Agreement terminates on any day other than September 30 of a given year of the Term, a refund or fee shall be made on a pro rata basis.

(a) If the Agreement terminates within a year for which Seagoville have paid the annual fee, Seagoville shall be entitled to a pro rata refund of fees paid.

(b) If the Agreement terminates during a year for which Seagoville has not paid the annual fee, the System Owners shall be entitled to a pro rata payment of fees for the unpaid services. This pro rata payment shall be based upon the fee that would otherwise have been due on the October 1 immediately preceding the termination date, including any adjustment of the fees that has occurred, provided the System Owners sent written notice of the fee adjustment to Seagoville prior to receiving the requisite written notice set forth in Section 6 below.

**Section 5. System Management; Disclaimer of Warranties.** It is understood by the Parties that the intent of this Agreement is only for airtime usage of the 700 MHz System, and does not provide Seagoville control of the System or any part of the System. This Agreement does not provide Seagoville with any ownership rights to any part of the System. **The System Owners make no representations or warranties, either express or implied, as to the System or its components, and Seagoville acknowledges that the use of the System is being provided to Seagoville on an**

**“AS-IS”, “WHERE IS” basis with any and all latent and patent defects. The System Owners expressly disclaim any warranty or representation as to the System’s coverage, quality, dependability, performance, continuation of service, non-infringement, merchantability, fitness for any particular purpose or fitness for the uses intended by Seagoville. Seagoville assumes the entire risk as to the results and use of the System or its components. The System Owners shall not be liable to Seagoville, its employees, agents, representatives, officials or to any other person or entity for any indirect, incidental, special or consequential damages whatsoever, including, but not limited to, damages for any loss of use, time, data, goodwill, revenue or profit, in any way related to or arising from this Agreement, the use, misuse or non-use of the System by Seagoville and/or any inadequacies of coverage, quality, dependability, performance, errors or interruption in service or partial or total failure of the System even if the System Owners have been advised of the possibility of such damages. The System Owners and their employees, agents, representatives and officials shall not be liable to Seagoville, its employees, agents, representatives, officials or any other person or entity for personal injuries, death or property damage due to or arising from the use, misuse or non-use of the System by Seagoville and/or arising from any inadequacies of coverage, quality, dependability, performance, errors or interruption in service or partial or total failure of the System. To the extent allowed by law, Seagoville agrees to indemnify and hold the System Owners and their respective employees, agents, representatives and officials harmless from and against all liability of any nature whatsoever for personal injuries, death or damage to tangible property caused by or arising from the use, misuse or non-use of the System by Seagoville. It is expressly intended by the Parties that the disclaimer of warranties and the indemnity by Seagoville contained in this Section 5 shall expressly survive the expiration or termination of this Agreement.**

## **Section 6. Termination.**

**6.01 Termination by owner.** The System Owners may terminate this Agreement upon providing Seagoville with the lesser of

(a) at least one hundred and twenty (120) days’ written notice of termination for terminations made on an at-will basis; or

(b) thirty (30) days written notice to Seagoville in the event Seagoville fails to make any payment due or otherwise breaches an obligation of Seagoville under this Agreement;

**6.02 Termination by Seagoville.** Seagoville may terminate this agreement, at will and without cause or penalty, upon providing the System Owners with at least one hundred and twenty (120) days’ written notice of termination.

**6.03 Termination for failure to appropriate.** Seagoville agrees to notify the System Owners within five (5) business days if Seagoville fails to appropriate funds for payment of its obligations under this Agreement. This Agreement will expire thirty (30) days after provision of the written notice.

**6.04 Payment or refund of fees upon termination.** Upon termination of this Contract on any day other than September 30 of a given year, any payment or refund shall be on a pro rata basis as set forth in Section 4.04 of this Agreement.

**Section 7. Garland/Mesquite Radio System ILA; Waiver, Release and Covenant Not to Sue.**

The Parties acknowledge that Garland and Mesquite have entered into the Garland/Mesquite Radio System ILA, a copy of which has been provided to Seagoville, regarding, inter alia, the installation, operation, administration, maintenance and implementation of the System and that pursuant to the Garland/Mesquite Radio System ILA, Mesquite has certain rights to terminate the Garland/Mesquite Radio System ILA as more fully set forth in the Garland/Mesquite Radio System ILA. The Parties expressly agree that this Agreement does not alter, affect, modify or amend the Garland/Mesquite Radio System ILA in any manner including, without limitation, this Agreement does not affect or limit in any way Mesquite's right to terminate the Garland/Mesquite Radio System ILA. The Parties further agree that in the event Mesquite exercises its right to terminate the Garland/Mesquite Radio System ILA under the terms and subject to the conditions set forth in the Garland/Mesquite Radio System ILA, (i) the System as defined in this Agreement and the Participant Agreement shall no longer include any components of the System owned solely by Mesquite; (ii) upon such termination, neither Garland nor Seagoville shall have any right to access or use the components of the System that are owned solely by Mesquite; and (iii) upon such termination, any access or use of the Shared Components of the System shall be limited to the rights of access and use, if any, that expressly survive the termination of the Garland/Mesquite Radio System ILA.

**Section 8. Notices.** All notices required or permitted to be given to any Party hereto shall be in writing and shall be considered properly given if sent by United States electronically tracked certified mail, return receipt requested, in a postage paid envelope addressed to the respective Parties at the following addresses or by delivery of the notice in person to the intended addressee by hand delivery or by a nationally recognized courier service having the ability to track shipping and delivery of notices including but not limited to services such as Federal Express or United Parcel Service (UPS). Notices mailed by certified mail as set forth above shall be effective two (2) days after deposit in the United States mail. Notices given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the Parties shall be as set forth below; provided, however, that any Party shall have the right to change such Party's address for notice purposes by giving all other Parties at least thirty (30) days prior written notice of such change of address in the manner set forth herein:

**Notices to System Owners:**

**Garland Representative:**  
Chief Information Officer  
City of Garland  
1490 State Highway 66  
Garland, Texas 75040  
972-781-7205

**Notices to Seagoville:**

**Seagoville Representative:**  
Support Services Manager  
City of Seagoville Police Department  
600 North Highway 175  
Seagoville, Texas 75159  
972-287-6834

With a copy to

City Attorney  
City of Garland  
200 North Fifth Street, 4<sup>th</sup> Floor  
Garland, Texas 75040

**Mesquite Representative:**

Fire Chief  
City of Mesquite  
1515 N. Galloway  
Mesquite, Texas 75149

With a copy to:  
City Attorney  
City of Mesquite  
1515 N. Galloway  
Mesquite, Texas 75149

**Section 9. Dispute Resolution.**

**9.01 In general.** In the event of a dispute between the Parties regarding the terms, performance, or any other aspect of this Agreement, the Parties shall attempt to resolve the dispute as set forth in this Section.

**9.02 Opportunity to cure.** If a Party asserts that any other Party(s) has breached any provision of this Agreement or any active Work Order, the non-breaching Party shall provide the breaching Party(s) written notification of the alleged breach, describing the facts and circumstances the non-breaching Party claims constitutes the breach. The breaching Party(s) shall have one hundred and twenty (120) days to cure any such breach.

**9.03 Informal mediation.** The Parties agree that, in the event of a dispute, the appropriate technical directors and other City officials, including, but not limited to, a representative from the Parties' respective City Attorney's office, shall conduct a meeting, via telephone or in person, and shall conduct a substantive discussion of each and every dispute in a good faith effort to resolve the dispute.

**9.04 Formal mediation.** In the event the Parties are unable to resolve the dispute through the informal mediation procedure set forth above, the Parties shall submit the dispute to formal mediation to be conducted at a mutually acceptable location in Dallas County, Texas. Formal mediation shall be a prerequisite for filing suit. The mediator shall be selected as follows:

(a) The Parties may jointly agree upon a particular mediator. All expenses of the mediation, including required traveling and other expenses or charges of the mediator, shall be borne equally by the Parties. The expenses of participants, such as expert witnesses for any side, shall be paid by the Party requesting the participant's attendance.

(b) If the Parties are unable to jointly agree upon a mediator, the Parties shall request the American Arbitration Association (“AAA”) to appoint a mediator and conduct the mediation under the AAA’s Commercial Mediation Procedures. All mediation expenses, including any fees imposed by the AAA as well as any required traveling and other expenses or charges of the mediator, shall be borne equally by the Parties. The expenses of participants for any Party shall be paid by the Party requesting the participant’s attendance.

**9.05 Litigation.** In the event the Parties are unable to resolve any dispute through either informal or formal mediation, the dispute may be pursued through litigation.

**9.06 Venue.** The exclusive venue for all disputes shall be in any civil District Court of Dallas County, Texas.

**9.07 Recovery of litigation costs.** The prevailing Party(s) shall be entitled to recover costs, reasonable expenses, expert fees and reasonable attorneys' fees incurred in connection with the dispute, including expenses incurred through the formal mediation process described in Section 9.04. For purposes of this section, a claimant or plaintiff is a “prevailing party” if it recovers at least eighty percent (80%) of the monies it seeks as damages, or obtains all injunctive relief it might seek, otherwise, the respondent or defendant shall be the prevailing Party(s). If no Party is a “prevailing party”, then each Party shall bear its own costs, reasonable expenses, expert fees and reasonable attorney’s fees.

**Section 10. No Assignment.** No Party shall have the right to assign its interest in this Agreement without the prior written consent of the other Parties.

**Section 11. Severability.** If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

**Section 12. Waiver.** Both the System Owners and Seagoville shall have the right to waive any requirement contained in this Agreement, which is intended for the waiving Party’s benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the non-waiving Party(s). No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

**Section 13. Paragraph Headings; Construction.** The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. All Parties have participated in the negotiation and preparation of this Agreement, and this Agreement shall not be construed either more or less strongly against or for any Party.

**Section 14. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**Section 15. Entire Agreement.** It is understood and agreed that this Agreement contains the entire Agreement between the Parties and supersedes any and all prior agreements, arrangements or understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. This Agreement may only be modified by a writing signed by all Parties that expressly calls for its modification and not by implication from any other written document or oral agreement. This shall not prevent other documents from being incorporated by reference.

**Section 16. Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the Parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the Parties hereto shall be deemed to create any relationship between the Parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement. There are no third-party beneficiaries to this Agreement and no third-party beneficiaries are intended by implication or otherwise.

**Section 17. No Creation of Debt.** To the extent, if any, that this Agreement imposes an obligation on any Party to make a payment or other expenditure of any sort, such payment or expenditure shall be payable solely from current revenues that are immediately available for such purposes, and no debt is or is intended to be created by reason of said Agreement. All obligations of a Party under this Agreement are payable solely from that Party's operations budget in parity with all other operating expenses of that Party and no ad valorem tax revenue or other revenues of that Party shall in any manner be pledged or be deemed to have been pledged to the payment of any amounts under this Agreement nor shall any Party have the right to demand payment of any amounts under same be paid from funds raised or to be raised from ad valorem taxation. The obligations under this Agreement shall never be construed to be a debt or pecuniary obligation of any Party of such kind as to require that Party to levy and collect ad valorem taxes to discharge its obligations and no obligation of any Party to make a payment or other expenditure under same shall be payable through funds raised by taxation. No Party has created and no Parties are required to create any sort of sinking fund to secure the obligations of payment or other expenditure under this Agreement. To the extent not otherwise covered in this Agreement, each Party retains its governmental and sovereign immunities and its limitations of liability. The Parties agree that each Party is entering into this Agreement in its governmental capacity and the subject and nature of these agreements are governmental rather than proprietary. In any event, the procedures and limitations of Chapter 271, Texas Local Government Code apply.

**Section 18. No Waiver of Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein.

**Section 19. Rights of Non-parties.** Nothing contained in this Agreement shall be construed to give or grant any rights to persons or entities not a party to this Agreement..

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF GARLAND, TEXAS**

\_\_\_\_\_  
Bryan Bradford  
City Manager

Approved as to form:

\_\_\_\_\_  
Stephen M. Hines  
Sr. Assistant City Attorney

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF MESQUITE, TEXAS**

\_\_\_\_\_  
Cliff Keheley  
City Manager

Approved as to form:

\_\_\_\_\_  
Ileana Fernandez  
Assistant City Attorney

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF SEAGOVILLE, TEXAS**

---

Patrick Stallings  
City Manager

Approved as to form:

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City Attorney

## **EXHIBIT A**

### TERMS OF USE

1. All definitions set forth in the Usage Agreement are incorporated herein by reference.
2. The System Owners own Federal Communications Commission (FCC) license(s) that the System uses for its operation for site 1. Site 1 is defined as the original nine-site simulcast system. This Agreement shall not be construed or interpreted to grant, convey, or otherwise provide Seagoville with any rights whatsoever to the System Owners' FCC license(s) or to the radio frequency spectrum used by the System. Seagoville is the owner of the FCC frequencies that will comprise its radio tower and dispatch center. Seagoville must maintain and comply with FCC rules and regulations.
3. The installation and maintenance of the System zone controller equipment is the responsibility of the System Owners unless otherwise stated in this Agreement.
4. The System Owners make no guarantee, either express or implied, as to radio signal strength or a specific level of radio coverage in a particular location. Seagoville is responsible for conducting appropriate and applicable in-building and geographical coverage testing to determine the expected radio coverage level for Seagoville's equipment.
5. In order to ensure hardware and software compatibility with the System infrastructure, all Subscriber radios and console(s) intended for use by Seagoville on the System shall be compliant with Project 25 Phase 2 TDMA standards established by the Telecommunications Industry Association. The use of unauthorized radios on the System may result in suspended operation of the unauthorized radios, the Subscriber radios, and/or termination of this Agreement.
6. Antennas greater than 3dB will be not allowed for mobiles and consolettes. Power settings may not exceed 15 watts. Exceptions may be made upon approval of the System Owners.
7. The use of the System is for voice communications. The use of data shall be restricted and must be approved by the System Owners.

### **Applicable Fees**

8. Seagoville agrees to pay the System Owners a fee of One Hundred Twenty-One and 50/100 Dollars (\$121.50) per year for each authorized Talk Group and a fee of Eighty-Four and No/100 Dollars (\$84.00) per year for each of Seagoville's Subscriber radios. Payment of the initial sum shall be calculated on a pro rata basis from the Effective Date through September 30, 2019. Payment of the initial sum under this Agreement is due on the Effective Date. Thereafter, payment shall be due on or before the first day of October of

each year of this Agreement. System Owners may adjust the annual fees based on an estimation of its variable costs, such as maintenance and operating expenses. System Owners agree to notify Seagoville one hundred and twenty (120) days prior to the effective date of the fee adjustment. All payments made by Seagoville under this Agreement must be made from current revenues available to Seagoville.

9. Seagoville agrees to pay the System Owners a one-time fee of One Hundred and No/100 Dollars (\$100.00) for each Subscriber radio added to the System. This fee covers the administrative duties of the System zone controller and the initial programming of the new Subscriber. This fee shall be paid when Seagoville request the new Subscribers be added to the System.
10. Seagoville agrees to pay the System Owners a one-time fee of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) for each console position added to the System. This fee covers the administrative fees and console programming of the zone controller only. Seagoville must provide the System Owners the console design parameters, Motorola equipment list and installation services for review. This fee shall be paid when Seagoville requests System Owners program the console to be added to the System.
11. All payments to System Owners under this Agreement must be made payable to Garland, which shall hold such payments in trust for the benefit of the System Owners.
12. The System Owners authorize Seagoville the use of twelve (12) Talk Groups and up to two hundred (200) Subscriber radios on the System.
13. Seagoville agrees to maintain a Motorola ASTRO 25 System Upgrade Agreement II (SUA II) for all fixed network equipment. In the event the SUA II is not maintained, the System Owners will notify Seagoville that the fixed network equipment will be disconnected from the zone controller. Seagoville shall be responsible for the loss of functional when disconnected from the zone controller.
14. Seagoville shall retain a maintenance agreement on Subscriber radios, consoles and other fixed network equipment.
15. The use of telephone interconnect is not authorized.
16. Due to radio infrastructure resource allocations required by the "Private Call" function, Seagoville shall not utilize "Private Call" on the System.
17. Patching shall be done only as necessary for a specific event or emergency. Should continuous patching to other systems or agencies become necessary, Seagoville shall obtain prior written approval from the Governance Board described in the Garland/Mesquite Radio System ILA, a copy of which has been provided to Seagoville.
18. System Priorities. The Parties agree that priority of radio transmissions on the System shall be as follows (from highest to least priority):

- a. Emergency Activation
- b. Police/Fire
- c. General Government

It is Seagoville's responsibility to provide the System Owners a list identifying which Subscriber radios fall within each of these categories.

## ***Regular Session Agenda Item: 6***

**Meeting Date: April 15, 2019**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, creating a Census 2020 Complete Count Committee for the purpose of planning and implementing local outreach efforts to increase community awareness and participation in census 2020; and providing for an effective date.

### **BACKGROUND OF ISSUE:**

The United States Census has been performed every ten years since 1790, with the last census in 2010. The City' s decennial census population count directly affects the amount of federal revenue distributed for roads, schools, libraries, senior centers, day care centers, and hospitals. The Complete Count Committee will work to engage with community groups, businesses, and school districts to communicate the importance and anonymity of the Census process, thereby engaging the general population and traditionally hard to count populations.

### **FINANCIAL IMPACT:**

No direct financial impact. Duties of the Complete Count Committee Staff Liaison will be carried out during the regular course of business.

### **RECOMMENDATION:**

The City of Seagoville City Council establish a Complete Count Committee and appoint community members to serve on the Complete Count Committee.

### **EXHIBITS:**

Resolution

Census 2020 Power Point

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, CREATING A CENSUS 2020 COMPLETE COUNT COMMITTEE FOR THE PURPOSE OF PLANNING AND IMPLEMENTING LOCAL OUTREACH EFFORTS TO INCREASE COMMUNITY AWARENESS AND PARTICIPATION IN CENSUS 2020; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the United States Census has been performed every ten years since 1790, with the last census in 2010; and

**WHEREAS**, the City's decennial census population count directly affects the amount of federal revenue distributed for roads, schools, libraries, senior centers, day care centers, and hospitals; and

**WHEREAS**, accurate census information is critical to planning for future growth, development and social needs of the City of Seagoville; and

**WHEREAS**, the City welcomes assistance and advice from community leaders, community-based organizations, the school districts, local businesses and the media in counting the entire local population, including traditionally hard to count, or undercounted, populations; and

**WHEREAS**, the more informed residents become about the 2020 census operations, the probability of a successful enumeration will be increased;

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

**SECTION 1.** The City does hereby establish a Census 2020 Count Committee (the "Committee") to increase the response rate to Census 2020 by formulating strategies to design and implement Census 2020 awareness throughout the City to increase knowledge and participation.

**SECTION 2.** The Committee shall be comprised of five (5) members appointed by a majority vote of the Mayor and City Councilmembers. City Staff member Liz Gant shall serve as the Committee Chairperson.

**SECTION 3.** The Committee members shall serve from May 2019 through August 2020 at which time the Committee shall dissolve. No dissolving resolution shall be necessary.

**SECTION 4.** The Committee Chairperson shall establish a schedule for regular meetings and shall report to the City Council on a quarterly basis.

**SECTION 5.** This Resolution shall take effect immediately upon its passage.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 15<sup>th</sup> day of April, 2019.

---

Dennis K. Childress, Mayor

**ATTEST:**

---

Kandi Jackson, City Secretary



## 2020 Census: What's at Stake for Seagoville

**Seagoville City Council Presentation  
702 N. Highway 175, Seagoville, Texas**

**Presenter: Nancy Guerrero, Partnership Specialist  
U.S. Census Bureau-Denver Region**

# Agenda

- Greetings
- Census Overview
- Timeline of Activities
- Complete Count Committee Basics
- Determining Local Resource Needs
- Critical Next Steps and Q&A

# Census Overview

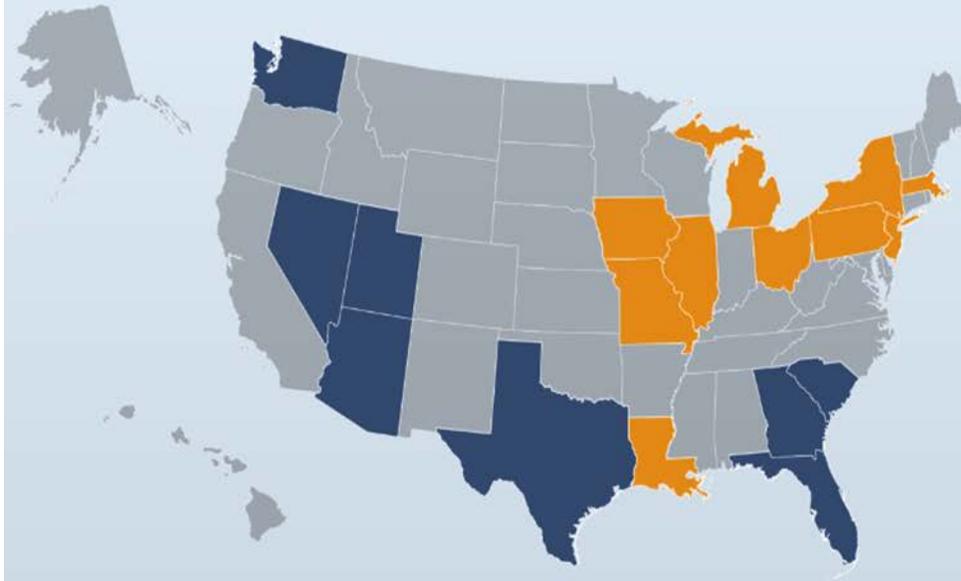
Why we do a census:

## Article 1, Section 2 of the US Constitution

*The actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such Manner as they shall by Law direct.*

# APPORTIONMENT

2010  
OFFICIAL RESULTS



GAINED	LOST
Arizona +1	Illinois -1
Florida +2	Iowa -1
Georgia +1	Louisiana -1
Nevada +1	Massachusetts -1
South Carolina +1	Michigan -1
Texas +4	Missouri -1
Utah +1	New Jersey -1
Washington +1	New York -2
	Ohio -2
	Pennsylvania -1

# Counting For Dollars

Texas receives over \$43 billion dollars per year based on Decennial Census data.

The per capita allocation is \$1,578.

Counting for Dollars link:

<https://gwipp.gwu.edu/counting-dollars-role-decennial-census-geographic-distribution-federal-funds>



U.S. Department of Commerce  
Economics and Statistics Administration  
U.S. CENSUS BUREAU  
[census.gov](https://www.census.gov)

THE GEORGE WASHINGTON INSTITUTE OF PUBLIC POLICY

**THE GEORGE WASHINGTON UNIVERSITY**  
WASHINGTON, DC

**Counting for Dollars 2020**  
16 Large Federal Assistance Programs that Distribute Funds on Basis of Decennial Census-derived Statistics (Fiscal Year 2015)

**Texas**

Total Program Obligations: \$43,334,650,874  
Per Capita: \$1,578 (see note on proper use)

CFDA #	Program Name	Dept.	Type	Recipients	Obligations
93.778	Medical Assistance Program (Medicaid)	HHS	Grants	States	\$21,731,712,107
10.551	Supplemental Nutrition Assistance Program (SNAP)	USDA	Direct Pay	Households	\$5,265,414,124
93.774	Medicare Part B (Supplemental Medical Insurance) – Physicians Fee Schedule Services	HHS	Direct Pay	Providers	\$4,548,698,536
20.205	Highway Planning and Construction	DOT	Grants	States	\$3,633,437,152
10.555	National School Lunch Program	USDA	Grants	States	\$1,394,918,358
84.010	Title I Grants to Local Education Agencies	ED	Grants	LEAs	\$1,321,089,793
93.767	State Children's Health Insurance Program (S-CHIP)	HHS	Grants	States	\$1,068,727,000
14.871	Section 8 Housing Choice Vouchers	HUD	Direct Pay	Owners	\$1,045,825,000
84.027	Special Education Grants (IDEA)	ED	Grants	States	\$984,945,560
93.600	Head Start/Early Head Start	HHS	Grants	Providers	\$678,806,882
10.557	Supplemental Nutrition Program for Women, Infants, and Children (WIC)	USDA	Grants	States	\$534,860,939
14.195	Section 8 Housing Assistance Payments Program (Project-based)	HUD	Direct Pay	Owners	\$330,585,412
93.527/ 93.224	Health Center Programs (Community, Migrant, Homeless, Public Housing)	HHS	Grants	Providers	\$245,890,848
93.596	Child Care and Development Fund-Entitlement	HHS	Grants	States	\$221,754,000
93.658	Foster Care (Title IV-E)	HHS	Grants	States	\$210,415,000
93.568	Low Income Home Energy Assistance (LIHEAP)	HHS	Grants	States	\$117,570,163

# Key Data Collection Dates

- Nov – 2019
- April 2018
- January-Feb 2019
- Aug – Oct 2019
- Jan-Aug-2019
- Early 2020
- March 23, 2020
- April 1, 2020
- May 2020
- August 2020
- December 31, 2020
- NOW
- Regional Census Center Opens
- Early Area Census Offices Open
- Address Canvassing – select areas
- Area Census Offices Open
- Group Quarters Start
- Self Response Starts
- **CENSUS DAY**
- Non-Response Follow-Up Starts
- Data Collection Complete
- Counts Delivered to President

# What is a Complete Count Committee

## WHO?

Tribal, state, and local governments work together with partners to form CCCs to promote and encourage response to the 2020 Census in their communities. Community-based organizations also establish CCCs that reach out to their constituents.

## WHAT?

A CCC is comprised of a broad spectrum of government and community leaders from education, business, healthcare, and other community organizations. These trusted voices develop and implement a 2020 Census awareness campaign based upon their knowledge of the local community to encourage a response.

## WHEN?

The formation of CCCs is happening NOW! Leaders are identifying budget resources and establishing local work plans. In 2020, they will implement the plans and lead their communities to a successful census count.

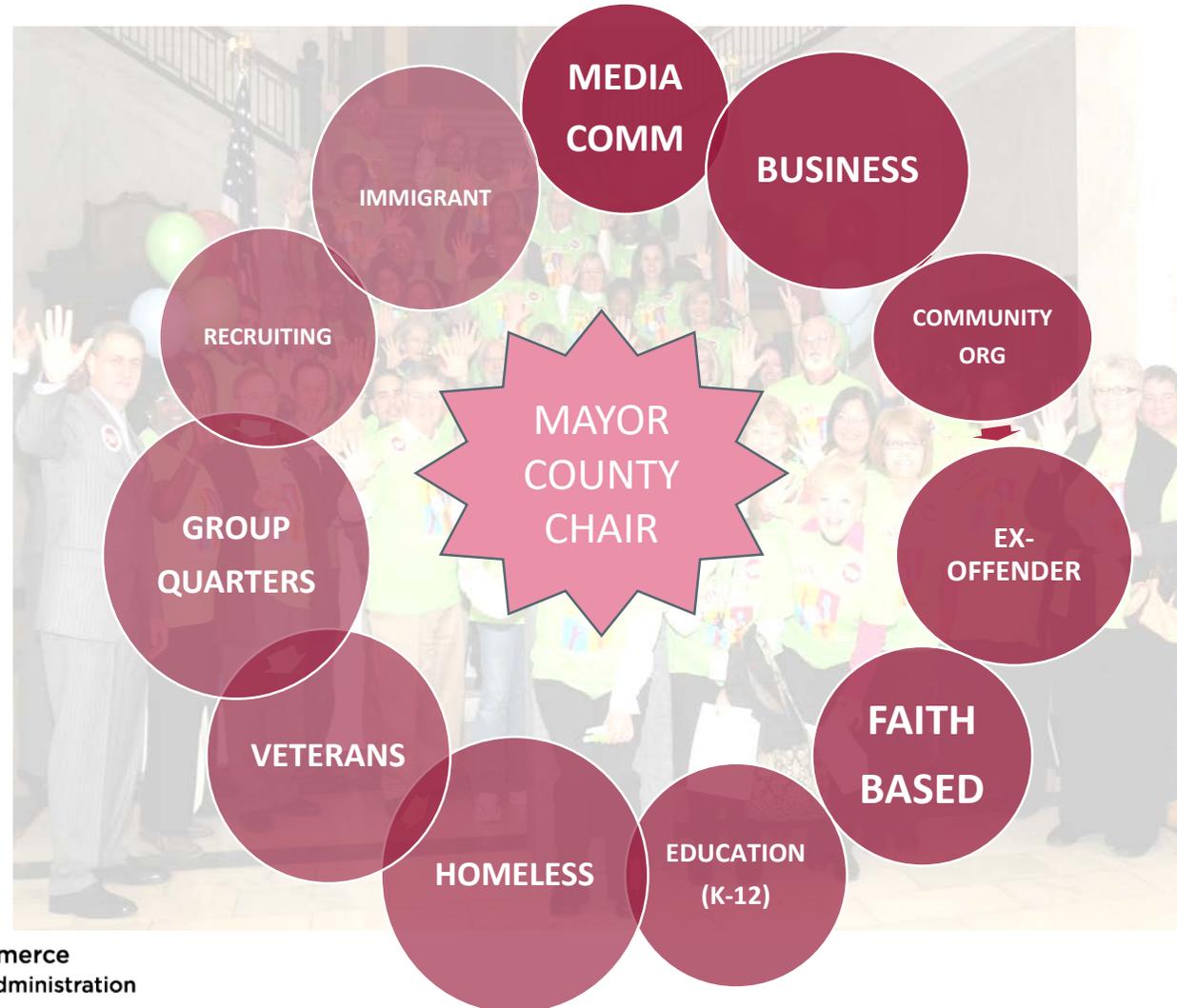


# Structure of a Complete Count Committee

The mayor/HEO appoints the members of the CCC based on their ability to:

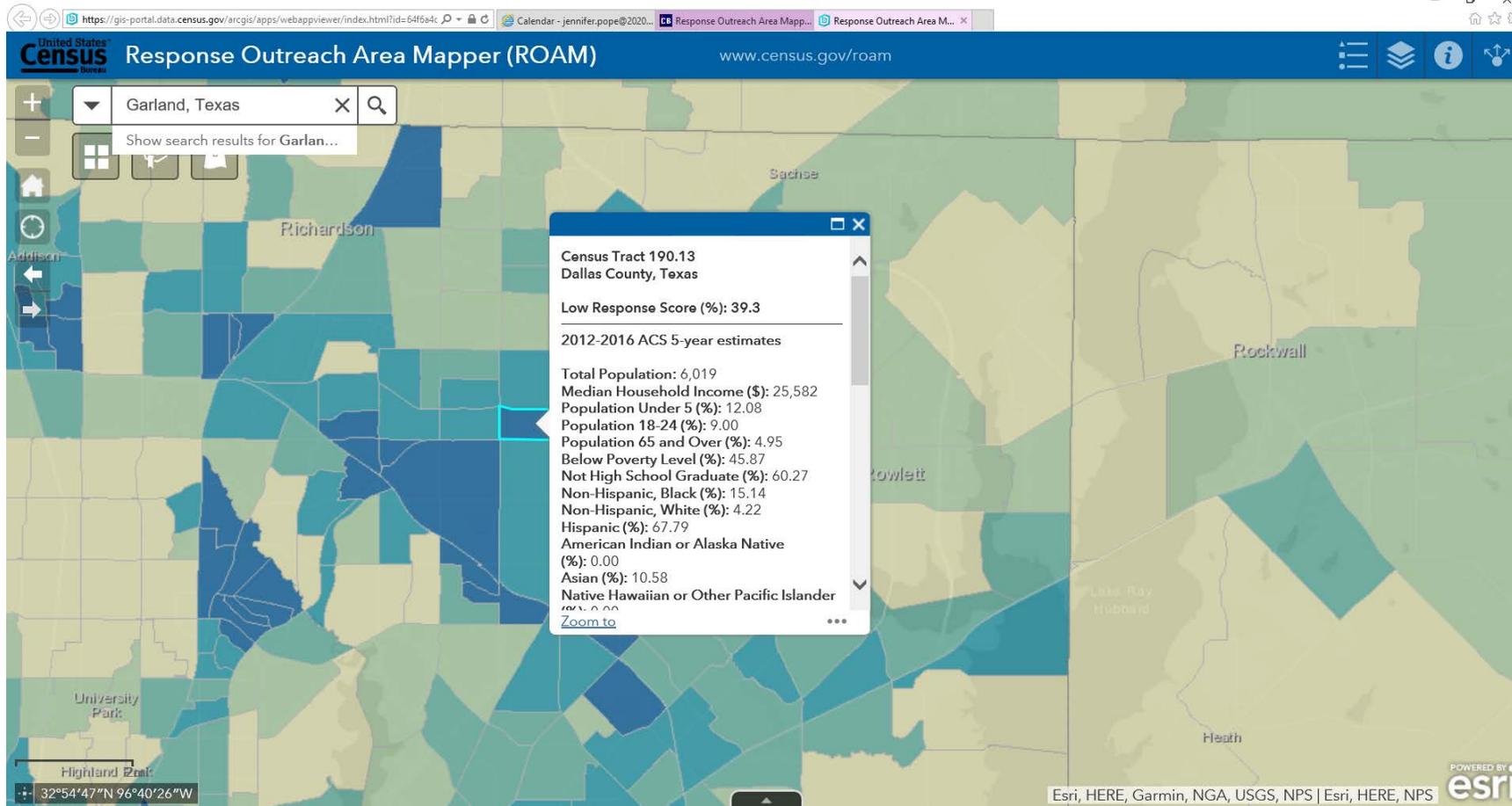
- Communicate to HTC
- Bring Resources to the table
- Approve initiatives
- Influence
- Allocate sufficient time
- Represent all races/ethnicities in a non-partisan manner
- Create coalitions

# Complete Count Committee Formation



# Response Outreach Area Mapper (ROAM)

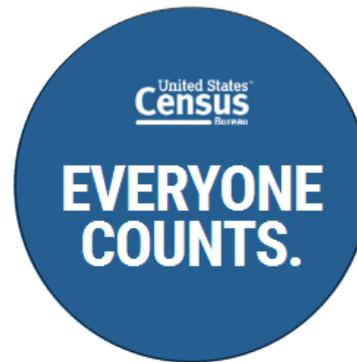
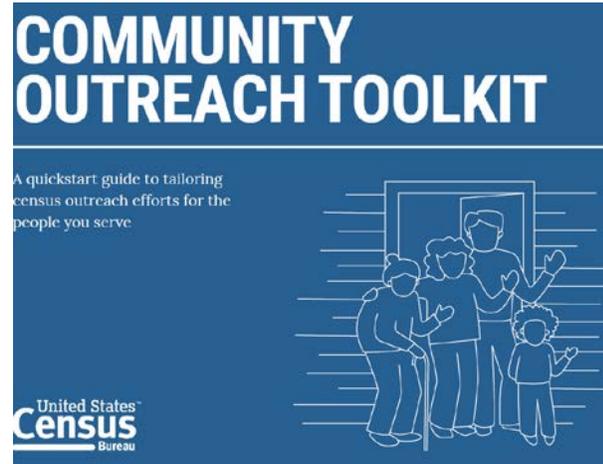
census.gov/roam



# CCC TOOLS



<https://www.census.gov/programs-surveys/sis.html>



## CENSUS 101: WHAT YOU NEED TO KNOW

The 2020 Census is closer than you think!  
Here's a quick refresher of what it is and why it's essential that everyone is counted.

**Everyone counts.**  
The census counts every person living in the U.S. once, only once, and in the right place.

**It's about fair representation.**  
Every 10 years, the results of the census are used to reapportion the House of Representatives, determining how many seats each state gets.

**It's in the Constitution.**  
The U.S. Constitution requires a census every 10 years. The census covers the entire country and everyone living here. The first census was in 1790.

**It means \$675 billion.**  
Census data determine how more than \$675 billion are spent, supporting your state, county and community's vital programs.

**It's about redistricting.**  
After each census, state officials use the results to redraw the boundaries of their congressional and state legislative districts, adapting to population shifts.

**Taking part is your civic duty.**  
Completing the census is required: it's a way to participate in our democracy and say "I COUNT!"



U.S. Department of Commerce  
Economics and Statistics Administration  
U.S. CENSUS BUREAU  
[census.gov](https://www.census.gov)

<https://www.census.gov/partners/toolkit.pdf>

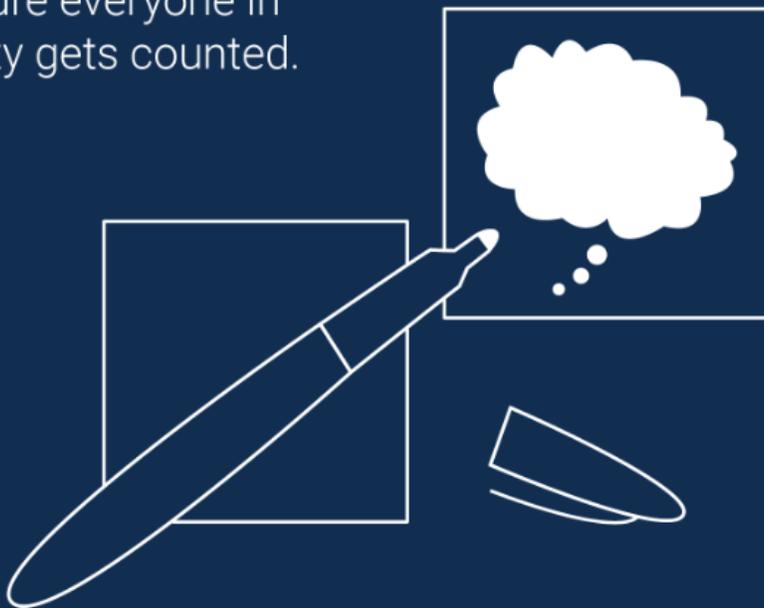
# CENSUS JOBS NOW LIVE!

<https://2020census.gov/jobs>



# You can help.

You are the expert—  
we need your ideas on the best  
way to make sure everyone in  
your community gets counted.



United States<sup>™</sup>  
**Census**  
Bureau

United States<sup>™</sup>  
**Census**  
Bureau

U.S. Department of Commerce  
Economics and Statistics Administration  
U.S. CENSUS BUREAU  
[census.gov](https://www.census.gov)

## *Regular Session Agenda Item: 7*

**Meeting Date:** April 15, 2019

**ITEM DESCRIPTION:**

Discuss security measures for public meetings at City Hall.

**BACKGROUND OF ISSUE:**

Councilmember Hernandez requested this item.

**FINANCIAL IMPACT:**

**RECOMMENDATION:**

**EXHIBITS**

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

**Meeting Date: April 15, 2019**

### **ITEM DESCRIPTION:**

Receive Councilmember Reports/ Items of Community Interest

### **BACKGROUND OF ISSUE:**

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

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

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

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

**Meeting Date:** April 15, 2019

**ITEM DESCRIPTION:**

Future Agenda Items

**BACKGROUND OF ISSUE:**

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

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

N/A