



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA  
MONDAY, NOVEMBER 2, 2020**

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

**WORK SESSION – 6:30 P.M.**

**Call to Order**

- A. Discuss regular session agenda items**
- B. Receive update from Code Enforcement concerning cases**
- C. Receive update concerning CoVID-19 Cares Act**

**Adjourn**

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

**ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Mayor's Report**

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

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

- 1. Consider approving City Council Meeting minutes for October 19, 2020 (City Secretary)**

**REGULAR AGENDA-**

- 2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute a Professional Services Agreement between the City of Seagoville and Mitel Business Systems, Inc. for a three year contract providing Internet Protocol Telephone Service and Equipment at six City of Seagoville locations which is attached hereto and incorporated herein as Exhibit A, providing for a repealing clause; providing for a severability clause; and providing an effective date (Library Director)**
- 3. Discuss and consider approving the Keep Seagoville Beautiful Annual Arbor Day Event (Library Director)**
- 4. Discuss truck parking along Highway 175 (Councilmember Fruin)**
- 5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, appointing the Presiding Judge to the City of Seagoville Municipal Court of Record; authorizing the related agreement for service; and providing an effective date (City Secretary)**
- 6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, appointing Kimberly Lafferty as the Alternate Associate Municipal Judge to the City of Seagoville Municipal Court of Record; authorizing the related Agreement for Service; and providing an effective date (City Secretary)**
- 7. Discuss and consider approving the purchase of Personal Protective Equipment (PPE) for Seagoville Elementary Schools from COVID-19 Grant Funds (Director of Health & Code)**
- 8. Discuss and consider approving the use of COVID 19 Grant funds to reimburse the City for COVID Pay, COVID overtime pay, COVID out-of-capacity pay and First Responder regular time pay for the time period from March 2020 to October 2020 (Director of Health & Code)**
- 9. Discuss and consider approving a one-time payment for COVID-19 hazard pay to front line employees in the amount of One Thousand Dollars (\$1,000.00) per employee (Mayor Pro Tem Epps)**
- 10. Conduct a public hearing on a request to grant a zoning change from R-5, Residential Single Family-5, to C, Commercial, on an approximately 0.040± acre tract in the Henry D. Bohannon Survey Abstract 178, commonly referred and being a part of 210 North Kaufman Street in the City of Seagoville, Dallas County, Texas (Community Development Director)**

**11. 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 zoning change from R-5, Residential Single Family-5, to C, Commercial, on an approximately 0.040± acre tract in the Henry D. Bohannon Survey Abstract 178, commonly referred and being a part of 210 North Kaufman Street in the City of Seagoville, Dallas County, Texas, and being legally described by metes and bounds in Exhibit “A” attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for 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 Director)**

**12. Discuss and Consider approving a Resolution of the City of Seagoville, Texas approving and ratifying the City Manager’s action for an expenditure of general fund monies in an amount not to exceed One Hundred Ten Thousand One Hundred Eighty-Seven Dollars and Twenty-Five Cents (\$110,187.25) for emergency repairs to Combine Road; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Community Development Director)**

**13. Receive an update regarding streets under construction (Community Development Director)**

**14. Discuss and consider approving a Resolution of the City Council of Seagoville, Texas, ratifying and approving the terms and conditions of a Professional Services Agreement between Seagoville Economic Development Corporation and The Retail Coach in substantially the form as attached hereto as Exhibit “1”, including Exhibit “A” thereto, for the purposes of providing assistance in Retail Recruitment and Development Strategy for a term of one year and for compensation in an amount not to exceed Eighteen Thousand Five Hundred Dollars (\$18,500.00) providing for a repealing clause; providing for a severability clause; and providing an effective date (City Manager)**

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

**16. 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, October 30, 2020 by 5:00 P.M.

  
Kandi Jackson, City Secretary



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

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

**DATES TO REMEMBER**

- **Monday, November 16, 2020 Regular Council Meeting**
- **Monday, December 7, 2020 Regular Council Meeting**
- **Monday, December 21, 2020 Regular Council Meeting**

# *Consent Session Agenda Item: 1*

**Meeting Date:** November 2, 2020

**ITEM DESCRIPTION:**

Consider approving City Council Meeting minutes for October 19, 2020

**BACKGROUND OF ISSUE:**

Approve City Council Meeting minutes for October 19, 2020

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

October 19, 2020 Work Session Meeting Minutes  
October 19, 2020 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL  
WORK SESSION  
OCTOBER 19, 2020**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, October 19, 2020, 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	Absent
Rick Howard	Councilmember	
Harold Magill	Councilmember	
Mike Fruin	Councilmember	

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Water Utilities Director Chris Ryan, Health & Code Director Jimmy Stephens, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**B. Discuss Regular Session Agenda Items**

**1. Consider approving City Council Meeting minutes for October 5, 2020 (City Secretary)**

*No questions.*

**A. Update on CoVID-19 grants**

*Director of Health & Code Stephens provided an update concerning the amount of money that will be distributed from the CoVID-19 grants. He also stated the deadline has been extended to Friday, October 23, 2020.*

**2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Task Order Basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit "1", and Exhibit "A" attached thereto, in an amount not to exceed Fifty-Five Thousand Dollars (\$55,000); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Water Utilities Director)**

*Water Utilities Director Ryan stated this Resolution approves an Agreement for Professional Engineering Services on a Task Order Basis for On-Call Consultation Services related to Water and Wastewater Engineering Services. He also stated this was provided for in the budget.*

*No questions.*

**3. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Task Order Basis for assistance with the City's Storm Water Management Plan as set forth in Exhibit "1" and Task Order Authorization No. 1, which is attached thereto as Exhibit 'A', in an amount not to exceed Thirty Six Thousand Three Hundred Fifty Dollars and Zero Cents (\$36,350.00); authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Water Utilities Director)**

*Water Utilities Director Ryan stated this Resolution approves an Agreement for Professional Engineering Services on a Task Order Basis for assistance with the City's Storm Water Management Plan. He stated this amount did increase from last year. He also stated this allows Halff Associates Inc. to report to Texas Commission on Environmental Quality (TCEQ) each year for the City of Seagoville.*

*In response to a question by Mayor Pro Tem Epps, Water Utilities Director Ryan stated the increase was roughly from Twenty Eight Thousand Dollars (\$28,000.00) to Thirty Six Thousand Three Hundred Fifty Dollars (\$36,350.00).*

**4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an Agreement for Professional Engineering Services on a Defined Scope of Services Basis (“agreement”) with Halff Associates, Inc. for the purpose of providing Professional Engineering Services for the Northern Basin Interceptor Phase 1 in an amount not to exceed Eight Hundred Twenty-Six Thousand Eight Hundred Dollars and Zero Cents (\$826,800.00); authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date (Water Utilities Director)**

*Water Utilities Director Ryan stated this Resolution approves an Agreement for Professional Engineering Services on a Defined Scope of Services Basis with Halff Associates, Inc. for the purpose of providing Professional Engineering Services for the Northern Basin Interceptor Phase 1.*

*Halff Associates Inc., Senior Project Manager Lackey explained the overall plan is to eliminate lift stations on that side of the City of Seagoville.*

*Councilmember Magill stated Ard Road is uphill and will probably not be able to be on the system. Halff Associates Inc., Senior Project Manager Lackey stated there is a creek will make it possible for Ard Road to tie into the system.*

*Water Utilities Director Ryan stated this will eventually allow sewer for the Cameron and Taylor properties which will allow future development.*

**5. Discuss and consider approving a Resolution of the City of Seagoville, Texas authorizing the purchase of One Kubota Skid-Steer at a total cost of \$70,724.40 from Deen Implement Co. through the Buy Board Cooperative Purchasing Program; and providing an effective date (Water Utilities Director)**

*Water Utilities Director Ryan stated this Resolution approves the purchase of a Kubota Skid-Steer with a four (4) year warranty.*

*City Manager Stallings stated Councilmember Magill informed Staff of the extra warranty offered by Kubota.*

**6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the purchase of an Advanced Envirosight Camera System, including equipment and provision of related technical support for the system, from Green Equipment Company in an amount not to exceed One Hundred Seventy Four Thousand, Two Hundred Ninety One Dollars and Eighty Five Cents (\$174,291.85); authorizing the City Manager to execute an Agreement and any documents necessary; providing a severability clause; providing a repealing clause; and providing an effective date (Water Utilities Director)**

*Water Utilities Director Ryan stated this Resolution approves the purchase of an Advanced Envirosight Camera System, including equipment and provision of related technical support for the system, from Green Equipment Company. He also explained this camera system can be used to aid in repairs under the street.*

*In response to a question by Councilmember Fruin, Water Utilities Director Ryan stated the wheels can be changed to meet the needs for various situations.*

**Adjourned at 6:53 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  
OCTOBER 19, 2020**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:01 p.m. on Monday, October 19, 2020, 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	Absent
Rick Howard	Councilmember	
Harold Magill	Councilmember	
Mike Fruin	Councilmember	

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, Health & Code Director Jimmy Stephens, Water Utilities Director Chris Ryan, City Attorney Victoria Thomas, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

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

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

**Mayor’s Report** – *None.*

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

*William Meister at 748 Quinette Dr. stated his concerns about City Ordinances being enforced.*

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

**1. Consider approving City Council Meeting minutes for October 5, 2020 (City Secretary)**

*Motion to approve City Council Meeting minutes for October 5, 2020 – Epps, seconded by Magill; motion passed with all ayes. 4/0*

**REGULAR AGENDA-**

**2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an agreement for Professional Engineering Services on a Task Order Basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit "1", and Exhibit "A" attached thereto, in an amount not to exceed Fifty-Five Thousand Dollars (\$55,000); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Water Utilities Director)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving an agreement for Professional Engineering Services on a Task Order Basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit "1", and Exhibit "A" attached thereto, in an amount not to exceed Fifty-Five Thousand Dollars (\$55,000); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 4/0*

**3. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Task Order Basis for assistance with the City's Storm Water Management Plan as set forth in Exhibit "1" and Task Order Authorization No. 1, which is attached thereto as Exhibit 'A', in an amount not to exceed Thirty Six Thousand Three Hundred Fifty Dollars and Zero Cents (\$36,350.00); authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Water Utilities Director)**

*Motion to approve a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Task Order Basis for assistance with the City's Storm Water Management Plan as set forth in Exhibit "1" and Task Order Authorization No. 1, which is attached thereto as Exhibit 'A', in an amount not to exceed Thirty Six Thousand Three Hundred Fifty Dollars and Zero Cents (\$36,350.00); authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date – Howard, seconded by Magill; motion passed with all ayes. 4/0*

**Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an agreement for Professional Engineering Services on a Defined Scope of Services Basis (“agreement”) with Halff Associates, Inc. for the purpose of providing Professional Engineering Services for the Northern Basin Interceptor Phase 1 in an amount not to exceed Eight Hundred Twenty-Six Thousand Eight Hundred Dollars and Zero Cents (\$826,800.00); authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date (Water Utilities Director)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas approving an agreement for Professional Engineering Services on a Defined Scope of Services Basis (“agreement”) with Halff Associates, Inc. for the purpose of providing Professional Engineering Services for the Northern Basin Interceptor Phase 1 in an amount not to exceed Eight Hundred Twenty-Six Thousand Eight Hundred Dollars and Zero Cents (\$826,800.00); authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date – Magill, seconded by Epps; motion passed with all ayes. 4/0*

**4. Discuss and consider approving a Resolution of the City of Seagoville, Texas authorizing the purchase of One Kubota Skid-Steer at a total cost of \$70,724.40 from Deen Implement Co. through the Buy Board Cooperative Purchasing Program; and providing an effective date (Water Utilities Director)**

*Motion to approve a Resolution of the City of Seagoville, Texas authorizing the purchase of One Kubota Skid-Steer at a total cost of \$70,724.40 from Deen Implement Co. through the Buy Board Cooperative Purchasing Program; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 4/0*

**5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the purchase of an Advanced EnviroSight Camera System, including equipment and provision of related technical support for the system, from Green Equipment Company in an amount not to exceed One Hundred Seventy Four Thousand, Two Hundred Ninety One Dollars and Eighty Five Cents (\$174,291.85); authorizing the City Manager to execute an Agreement and any documents necessary; providing a severability clause; providing a repealing clause; and providing an effective date (Water Utilities Director)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas authorizing the purchase of an Advanced EnviroSight Camera System, including equipment and provision of related technical support for the system, from Green Equipment Company in an amount not to exceed One Hundred Seventy Four Thousand, Two Hundred Ninety One Dollars and Eighty Five Cents (\$174,291.85); authorizing the City Manager to execute an Agreement and any documents necessary; providing a severability clause; providing a repealing clause; and providing an effective date – Fruin, seconded by Howard; motion passed with all ayes. 4/0*

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

*Mayor Pro Tem Epps stated Cubley Drive, Potter Road, and Ferrell Road are all looking nice. He also stated he is glad the water department is able to purchase the camera system.*

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

*None.*

**Adjourned at 7:12 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: November 2, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to execute a Professional Services Agreement between the City of Seagoville and Mitel Business Systems, Inc. for a three year contract providing Internet Protocol Telephone Service and Equipment at six City of Seagoville locations which is attached hereto and incorporated herein as Exhibit A, providing for a repealing clause; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The City of Seagoville's current Samsung telephone system is seven years old. The aging equipment is failing. Samsung is no longer doing research and development on the system, therefore updates are not being provided and system support will end in September of 2021. City Staff, working with our IT consultants, has determined that Mitel Business Systems, Inc. Internet protocol telephone system will provide the service and system features needed for all City locations.

### **FINANCIAL IMPACT:**

The Mitel equipment and services will be provided within the amount currently budgeted for telephone services.

### **RECOMMENDATION:**

Staff recommends approving the Service Agreement with Mitel Business Systems, Inc. and moving forward with the needed upgrade to the City of Seagoville phone system.

### **EXHIBITS:**

Resolution Approving Mitel Business Systems  
Exhibit A – City of Seagoville and Mitel Business Systems, Inc. Service Agreement

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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SEAGOVILLE AND MITEL BUSINESS SYSTEMS, INC. FOR A THREE YEAR CONTRACT PROVIDING INTERNET PROTOCOL TELEPHONE SERVICE AND EQUIPMENT AT SIX CITY OF SEAGOVILLE LOCATIONS WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A, PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Mitel Business Systems, Inc. of Austin, Texas provides Internet Protocol Telephone Service and Equipment to numerous entities; and,

**WHEREAS**, the City of Seagoville is in need of Internet Protocol Telephone Service and Equipment at six City of Seagoville locations; and

**WHEREAS**, the City of Seagoville and Mitel Business Systems, Inc. have agreement for the provision of said services, as set forth in Exhibit "A" hereto, said agreement to remain in effect for three years from the date a contract for services is executed; and,

**WHEREAS**, the City Council hereby finds that it is in the best interest of the City to approve the terms and conditions of the agreement with Mitel Business Systems, Inc. and authorizes the City Manager to execute the same;

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

**SECTION 1.** The City Council approves the terms and conditions of the Agreement by and between the City and Mitel Business Systems, Inc., which is attached hereto and incorporated herein as Exhibit A and which is comprised of : (1) Mitel Business Systems, Inc. Service Order, (2) Mitel business Systems, Inc. Terms and Conditions, (3) Mitel Business Systems, Inc. Statement of Work Attachment, (collectively, the "Agreement"), and hereby authorizes the City Manager to execute said Agreement.

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

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

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

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 2nd day of November 2020.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
VICTORIA THOMAS



# Service Order

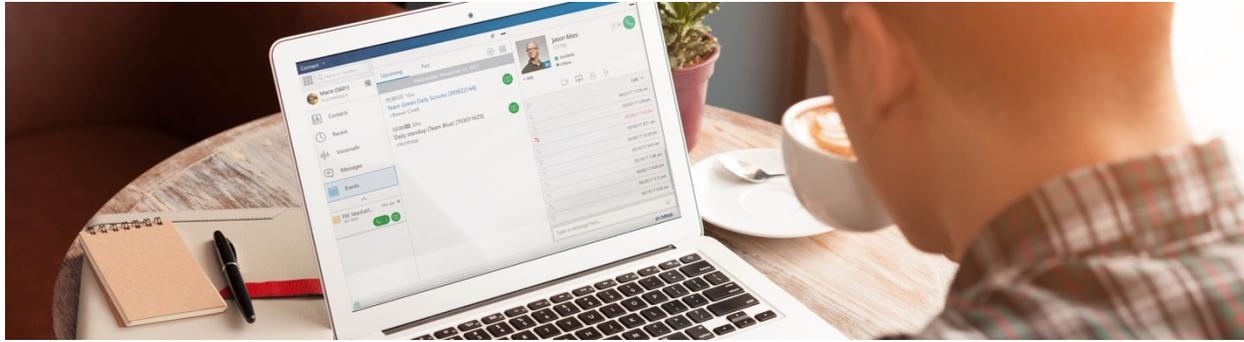
## Prepared for City of Seagoville

October 27, 2020

Prepared by:  
Rodrigo Kelly

rodrigo.kelly@mitel.com

Quote# 14470256



For more than 45 years, Mitel has been trusted by businesses around the world to help them navigate the communications and technology challenges they face in a rapidly evolving marketplace. Our broad, built-in-house portfolio gives you the power to choose the solution right for you and the flexibility to consume it at a pace that fits your unique business needs.

## MiCloud Connect Benefits

### All-in-one, seamless communications

MiCloud Connect delivers a complete communications and collaboration solution with Mitel-built telephony, collaboration, contact center and IP phones so you can communicate seamlessly from a single provider.

### Intuitive user experience

Spend less time figuring out how to make the software work and more time being productive. MiCloud Connect's easy-to-use interface streamlines the user experience with integrated features such as cross-launching, single click-to-join buttons and consolidated views.

### Robust management portal

Manage your communications in house or have a partner do it for you. The MiCloud Connect Portal gives you real-time tools to manage users, permissions, billing and insights – no telecom experience needed! Plug-and-play provisioning makes it easy to get new locations and users up and running fast.

### Reliability you can count on

Deployed out of highly secure, Tier 4 data centers with several layers of redundancy and encryption, so you don't have to worry about a thing. We back our reliability with 99.995% uptime and SLAs with financial penalties if we don't deliver. MiCloud Connect also supports HIPAA and SOC2 compliance for businesses who need to protect sensitive data.

### Simple, flexible pricing

What you buy today isn't what you're stuck with tomorrow. MiCloud Connect's flexible service plans give you the power to add functionality, mix and match profiles and upgrade permissions as business needs change.

### Help within arm's reach

With Mitel, you can always rest assured knowing you have access to help 24/7. Use our online knowledge base, chat with us or leverage the help button within our service to get your questions answered fast. With years of cloud migration expertise, we'll make your transition effortless and minimize disruption to your business.

## Additional Services & Products

### IP phones

Our modern, built-in-house IP phones provide a purpose-built, integrated experience and give us full control over functionality and user experience. With the 6900 series phones, you'll get cordless and

Bluetooth options, plus our MobileLink functionality so you can talk in ways that you prefer, from anywhere, easily. Choose from three expansive models and a large assortment of accessories to increase mobility, streamline workflows and enhance productivity.

### Native integrations and advanced apps

MiCloud Connect offers a wide-variety of native integrations so users can work in the systems they prefer, stay proactive and deliver positive customer experiences. Our native solutions with leading third-party providers minimize professional services and get you up and running fast. Choose the right one for your specific users so they can work from the systems they already do such as CRMs, ERPs, calendars, web dialers and more.

### Enhance your customer experience

Engage with your customers when and how they want to communicate with phone, email, chat, SMS and social media capabilities. Whether you're looking for an integrated contact center or the flexibility of an over-the-top solution, we have you covered.

## Trusted by Leading Companies & Analysts



## MiCloud Connect Service Plans

Features	Essentials	Premier	Elite
Direct Dial (DID) Phone Number	✓	✓	✓
Minutes Per Month (domestic outbound)	Unlimited	Unlimited	Unlimited
PBX Features (different for each plan)	✓	✓	✓
Admin Portal	✓	✓	✓
Desktop Client *features provided by this app	✓	✓	✓
Voicemail / Voicemail-to-Email*	✓	✓	✓
Audio Conferencing*	8 Party	25 Party	100 Party
Web Conferencing / Desktop Sharing*	4 Party	25 Party	100 Party
Video Conferencing*†‡	8 Party	50 Party	100 Party
Instant Messaging (IM)*	✓	✓	✓
Presence / Availability State*	✓	✓	✓
Peer-to-Peer Video Calling*	✓	✓	✓
Softphone*	✓	✓	✓
Outlook® & G Suite Integration	✓	✓	✓
Find Me Call Routing / Mobile Extension*	✓	✓	✓
Mitel Teamwork / Business SMS	✓	✓	✓
Web Dialer	✓	✓	✓
Connect for Mobile (Android & iOS)	✓	✓	✓
Voicemail-to-Email Transcription	\$	✓	✓
Salesforce® & Other CRM Integrations	\$	✓	✓
<sup>1</sup> On-Demand Call Recording	n/a	✓	✓
Operator*	n/a	n/a	✓
<sup>1</sup> Always-On Call Recording	\$	\$	✓
<sup>2</sup> Archiving (7 years for IMs, audio/web conferences & call recordings)	\$	\$	✓
<sup>3</sup> Email-to-Fax	\$	\$	\$
<sup>3</sup> MiCloud Connect Contact Center	\$	\$	\$

† Designates total number of participants on MiTeam Meetings, maximum number of on-screen video participants is 16

‡ During the Coronavirus pandemic Mitel has waived restrictions on participants in a video meeting. Mitel will send a notification before these restrictions are reapplied.

<sup>1</sup> On-Demand and Always-On Call Recording cannot co-exist for the same user (must select one)

<sup>2</sup> For users without Archiving feature, Mitel provides access to instant messages for 18 months, audio and web conference recordings for 3 months and call recordings for 1 year

<sup>3</sup> MiCloud Connect Contact Center is purchased separately. MiCloud Connect Fax is also purchased separately per fax number and is not dependent on any type of profile

# MiCloud Connect Contact Center



MiCloud Connect Contact Center is a full-featured customer engagement suite that helps you enhance customer experiences. It seamlessly integrates contact center functionality into MiCloud Connect to create a cohesive, fully-integrated, end-to-end solution that reduces cost and complexity. Connect Contact Center features automatic call distribution (ACD), interactive voice response (IVR), computer telephony integration (CTI), outbound campaigns and multimedia routing into a single, centrally-managed solution.

## MiCloud Connect Contact Center Service Plans

Features	Essentials	Premier	Elite
IVR <sup>1</sup>	✓	✓	✓
Call Routing (time/date/DNIS, etc.)	✓	✓	✓
Inbound Call	✓	✓	✓
Personal Agent Queuing	✓	✓	✓
Reporting	✓	✓	✓
Skills-Based Routing		✓	✓
Agent Priority-Based Routing		✓	✓
Callbacks		✓	✓
Outbound Dialer		✓	✓
Multimedia Routing (emails & chats)			✓
UC Service Plan	Essentials	Essentials	Premier
Call Recording	A la carte	A la carte	A la carte
IVR Ports	A la carte	A la carte	A la carte

MiCloud Connect Contact Center service plans can be added to the following MiCloud Connect service plans: Telephony, Essentials, Premier and Elite. Ask your MiCloud Connect representative for details.

<sup>1</sup> One IVR port is included. Additional ports can be purchased a la carte.

# Service Order

Customer: City of Seagoville

Date: October 27, 2020  
 Initial Service Term  
 (or Service Renewal  
 Term, as applicable): 36 months

**Install Sites**

1. 1330 E MALLOY BRIDGE RD, SEAGOVILLE, TX, 75159, USA
2. 702 N HIGHWAY 175, SEAGOVILLE, TX, 75159-1774, USA
3. 304 E FARMERS RD, SEAGOVILLE, TX, 75159-3012, USA
4. 101 N WATSON ST, SEAGOVILLE, TX, 75159-3561, United States
5. 600 N HIGHWAY 175, SEAGOVILLE, TX, 75159-1833, United States
6. 1717 N HIGHWAY 175, SEAGOVILLE, TX, 75159-2229, United States

Total Profiles (Entitlements): 65  
 Total Agents: 7

**1330 E MALLOY BRIDGE RD, SEAGOVILLE, TX, 75159, USA**

Service Monthly Commitment						
	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
<b>Mitel Services</b>						
Profiles						
MiCloud Connect Essentials Profile	\$29.99	1	\$29.99	\$20.99	\$9.00	\$20.99
Hardware						
RFP 12 Single Cell Base Station (NA)	\$5.00	1	\$5.00	\$5.00		\$5.00
Rental						
112 DECT Phone, Universal (w/Charger) Rental	\$5.00	1	\$5.00	\$5.00		\$5.00
Implementation Services						
JumpStart	\$0.00	1	\$0.00	\$0.00		\$0.00
<b>Service Monthly Commitment Total:</b>						<b>\$30.99</b>

One-Time Charges						
	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
<b>Mitel Services</b>						
Profiles						
Hardware						
Implementation Services						
JumpStart	\$50.00	1	\$50.00	\$0.00	\$50.00	\$0.00
<b>One-Time Total:</b>						<b>\$0.00</b>

702 N HIGHWAY 175, SEAGOVILLE, TX, 75159-1774, USA

Service Monthly Commitment						
	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
<b>Mitel Services</b>						
Profiles						
MiCloud Connect Essentials Profile	\$29.99	25	\$749.75	\$20.99	\$224.92	\$524.75
MiCloud Connect Premier Profile	\$37.99	1	\$37.99	\$26.59	\$11.40	\$26.59
Options						
MiCloud Connect Contact Center - Agent Essentials	\$24.00	2	\$48.00	\$20.40	\$7.20	\$40.80
MiCloud Connect Contact Center - Supervisor	\$112.00	1	\$112.00	\$95.20	\$16.80	\$95.20
Hardware						
6920 IP Phone Rental Promo	\$0.00	26	\$0.00	\$0.00		\$0.00
Implementation Services						
JumpStart	\$0.00	26	\$0.00	\$0.00		\$0.00
<b>Service Monthly Commitment Total:</b>						<b>\$687.34</b>

One-Time Charges						
	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
<b>Mitel Services</b>						
Profiles						
Options						
MiCloud Connect Adv CC Design A (1-25)	\$1,500.00	1	\$1,500.00	\$1,500.00		\$1,500.00
Hardware						
Implementation Services						
Remote Cloud Contact Center Agent Training (up to 1 hour, 15 students)	\$250.00	1	\$250.00	\$250.00		\$250.00
Remote Cloud Contact Center Supervisor Training (up to 1 hour, 15 students)	\$250.00	1	\$250.00	\$250.00		\$250.00
JumpStart	\$50.00	26	\$1,300.00	\$0.00	\$1,300.00	\$0.00
<b>One-Time Total:</b>						<b>\$2,000.00</b>

304 E FARMERS RD, SEAGOVILLE, TX, 75159-3012, USA

Service Monthly Commitment						
	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
<b>Mitel Services</b>						
Profiles						
MiCloud Connect Essentials Profile	\$29.99	2	\$59.98	\$20.99	\$17.99	\$41.98
Hardware						
6920 IP Phone Rental Promo	\$0.00	2	\$0.00	\$0.00		\$0.00
Implementation Services						
JumpStart	\$0.00	2	\$0.00	\$0.00		\$0.00
<b>Service Monthly Commitment Total:</b>						<b>\$41.98</b>

One-Time Charges						
	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
<b>Mitel Services</b>						
Profiles						
Hardware						
Implementation Services						
JumpStart	\$50.00	2	\$100.00	\$0.00	\$100.00	\$0.00
<b>One-Time Total:</b>						<b>\$0.00</b>

101 N WATSON ST, SEAGOVILLE, TX, 75159-3561, United States

Service Monthly Commitment						
	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
<b>Mitel Services</b>						
Profiles						
MiCloud Connect Essentials Profile	\$29.99	4	\$119.96	\$20.99	\$35.99	\$83.96
Options						
MiCloud Connect Contact Center - Supervisor	\$112.00	1	\$112.00	\$95.20	\$16.80	\$95.20
Hardware						
6920 IP Phone Rental Promo	\$0.00	4	\$0.00	\$0.00		\$0.00
6940 IP Phone Rental	\$11.00	1	\$11.00	\$5.00	\$6.00	\$5.00
Implementation Services						
JumpStart	\$0.00	4	\$0.00	\$0.00		\$0.00
<b>Service Monthly Commitment Total:</b>						<b>\$184.16</b>

One-Time Charges						
	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
<b>Mitel Services</b>						
Profiles						
Options						
Hardware						
Implementation Services						
Remote Cloud Contact Center Supervisor Training (up to 1 hour, 15 students)	\$250.00	1	\$250.00	\$250.00		\$250.00
JumpStart	\$50.00	4	\$200.00	\$0.00	\$200.00	\$0.00
<b>One-Time Total:</b>						<b>\$250.00</b>

600 N HIGHWAY 175, SEAGOVILLE, TX, 75159-1833, United States

Service Monthly Commitment						
	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
<b>Mitel Services</b>						
Profiles						
MiCloud Connect Essentials Profile	\$29.99	24	\$719.76	\$20.99	\$215.93	\$503.76
MiCloud Connect Premier Profile	\$37.99	1	\$37.99	\$26.59	\$11.40	\$26.59
Options						
MiCloud Connect Contact Center - Agent Essentials	\$24.00	2	\$48.00	\$20.40	\$7.20	\$40.80
MiCloud Connect Contact Center - Supervisor	\$112.00	1	\$112.00	\$95.20	\$16.80	\$95.20
Hardware						
6920 IP Phone Rental Promo	\$0.00	23	\$0.00	\$0.00		\$0.00
6930 IP Phone Rental	\$8.00	2	\$16.00	\$2.00	\$12.00	\$4.00
Implementation Services						
JumpStart	\$0.00	25	\$0.00	\$0.00		\$0.00
<b>Service Monthly Commitment Total:</b>						<b>\$670.35</b>

One-Time Charges						
	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
<b>Mitel Services</b>						
Profiles						
Options						
Hardware						
Implementation Services						
Remote Cloud Contact Center Agent Training (up to 1 hour, 15 students)	\$250.00	1	\$250.00	\$250.00		\$250.00
Remote Cloud Contact Center Supervisor Training (up to 1 hour, 15 students)	\$250.00	1	\$250.00	\$250.00		\$250.00
JumpStart	\$50.00	25	\$1,250.00	\$0.00	\$1,250.00	\$0.00
<b>One-Time Total:</b>						<b>\$500.00</b>

1717 N HIGHWAY 175, SEAGOVILLE, TX, 75159-2229, United States

Service Monthly Commitment						
	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
<b>Mitel Services</b>						
Profiles						
MiCloud Connect Essentials Profile	\$29.99	7	\$209.93	\$20.99	\$62.98	\$146.93
Hardware						
6920 IP Phone Rental Promo	\$0.00	7	\$0.00	\$0.00		\$0.00
Implementation Services						
JumpStart	\$0.00	7	\$0.00	\$0.00		\$0.00
<b>Service Monthly Commitment Total:</b>						<b>\$146.93</b>

One-Time Charges						
	Regular Price	Qty	Extended Regular Price	Discounted Price Per Unit	Discount	Total
<b>Mitel Services</b>						
Profiles						
Hardware						
Implementation Services						
JumpStart	\$50.00	7	\$350.00	\$0.00	\$350.00	\$0.00
<b>One-Time Total:</b>						<b>\$0.00</b>

## **Business Terms and Conditions (“Business Terms”):**

1. This Service Order is Mitel Confidential Information and is valid for acceptance by Customer for thirty (30) days from the date issued.
2. All products and services described in this Service Order are subject to the Global Terms of Service (“GTOS”) attached hereto as "Schedule A to the Service Order Prepared for City of Seagoville, Quote# 14470256 - Mitel Cloud Services - Global Terms of Service". Execution of this Service Order by Customer shall constitute Customer's acceptance of such GTOS and notice to Mitel to proceed as described in this Service Order.

### **Activation and Customer Responsibilities**

3. The Service Activation Date is expected to be within [90 days] of your execution of this Service Order and Customer agrees to promptly assist Mitel, as detailed in this Service Order, to meet this timeframe. If Customer fails to provide prompt assistance, Mitel will make Entitlements available to Customer for use relying upon, (i) industry knowledge, (ii) any business requirements document prepared for or by Customer, and (iii) any other available information. Once an Entitlement has been made available to Customer for use, Mitel will commence billing for that Entitlement.

### **Initial Order for Cloud Services and Entitlements**

4. If this is Customer's initial order for Cloud Services or Entitlements, this Service Order determines the minimum Cloud Services and Entitlements for which Customer is contracting during the Service Term. During the Service Term, Customer shall not decrease Cloud Services or Entitlements below the quantity contracted in this Service Order. In the event Customer decreases Cloud Services or Entitlements during the Service Term below the minimum set by this Service Order, Customer shall be subject to Early Termination Fees as described in Section 7.7 of the GTOS.

### **Increases, Decreases and Changes to Cloud Services and Entitlements Following Initial Order**

5. As per section 7.3 of the GTOS, Customer shall be entitled to increase the Cloud Services and Entitlements at Mitel's list price, or as otherwise accepted by Customer in the online self-provisioning portal at the time such Cloud Services and Entitlements are added. A one-time implementation fee of \$50.00 will be assessed per Entitlement added.
6. If Customer adds Cloud Services or Entitlements through any means other than self-provisioning, such as through a new service order or a change order, then those additions shall be added to Customer's total number of Cloud Services and Entitlements to set the new minimum Cloud Services and Entitlements for which Customer is contracting during the Service Term. However, in the event Customer uses self-provisioning to increase Entitlements and Cloud Services, Customer may decrease those services that Customer self-provisioned, provided they are not decreased below the minimum set in this Service Order. Any Cloud Services and Entitlements in effect at the time of renewal will become the new minimum for which Customer is contracting.
7. If this Service Order adds or changes Customers existing Cloud Services or Entitlements then those added or changed Cloud Services or Entitlements shall be coterminous with the end of Customers then current service term, notwithstanding the Service Term identified on this Service Order.

### **Charges and Fees**

8. Implementation Packages include Local Number Porting (LNP) for the first two (2) invoices for each Site. LNP for each additional invoice is \$250 USD per Site.
9. Customer acknowledges that the Service Fees described in this Service Order do not include, and Customer is responsible for:
  - a. Taxes, Fees, and Surcharges. Any and all applicable taxes, fees and surcharges including, without limitation, those described at: <https://oneview.mitel.com/s/article/Taxes-Fees-and-Surcharges>.
  - b. Shipping. Shipping costs for Hardware, which shall be invoiced separately.
  - c. Usage. Calls outside contiguous United States and Canada, premium-rate telephone numbers (e.g., Directory assistance calls, 900 numbers, etc.) and toll-free inbound calls are billed on a usage basis.
10. Customer will be invoiced in advanced for non-usage-based Service Fees and in arrears at the end of each month for usage-based Service Fees.

### **General Terms**

11. Any capitalized terms not defined herein have the meaning ascribed to them in the GTOS.
12. The parties agree that Section 15.12 (A), (B) and (C) of the GTOS are deleted and replaced with the following: “the Agreement will be governed in accordance with the laws of the State of Texas, United States. The courts of the State of Texas will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement and the Parties hereby agree to submit to the jurisdiction of the courts of State of Texas.”
13. Provided that Customer executes this Service Order prior to expiration of the offer as described in Section 1 of these Business Terms, Customer shall be entitled to the promotional discount on the 6920 Hardware rentals as described in this Service Order during the Initial Service Term (“Promotional Pricing”). Customer acknowledges that the Promotional Pricing will not apply to Add-Ons or Renewal Service Terms. During Renewal Service Terms, or for Add-Ons pursuant to this Service Order, Customer shall be entitled to a discount equal to 30.00% off Mitel list price for 6920 Hardware rentals.

**Implementation**

For a full description of the Implementation Services included in JumpStart, please reference the [JumpStart Service Description](#).

**Agreed and Accepted**

**Customer**

\_\_\_\_\_  
Authorized Signature\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\*I confirm I am authorized to sign on behalf of Customer.

**EMERGENCY SERVICES NOTICE**

**Definitions.** Terms not otherwise defined in this notice are as defined in the Global Terms of Service located at: <https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions>.

**Limitations Relative to Enhanced Emergency Services; Cost.** Because of the unique nature of VoIP telephone calls, Emergency Services through your Cloud Services will be handled differently than traditional phone service. You acknowledge and agree that the Emergency Services provided hereunder have limitations relative to the enhanced (or similar) emergency services that are available on most traditional telephone services. Subject to the limitations set out herein, Emergency Services can be accessed, free of charge.

**Emergency Services Devices and Initiation:** Emergency services will only function if your User(s) are using an approved device, equipment or software and after your Service Order has been processed and you have received an emergency service confirmation. If your Users use non-approved equipment or software or attempt to call Emergency Services prior to confirmation, the Emergency Services may fail or may be forwarded to a non-public, backup emergency answering service.

**Emergency Services Registration.** You acknowledge and agree that it may not be possible for emergency operators and authorities to identify the actual location of a User(s) who dials Emergency Services through the Cloud Services. Where you purchase Entitlements that include our SIP Services, we will register the following as the addresses where your Users will use Cloud Services and to which Emergency Services should be dispatched by default: (i) the address(es) listed on your Service Order, and (ii) if an online portal is made available with the Cloud Services, the address(es) entered in the online portal. It is your responsibility to ensure that such default address(es) are accurate and, if changed, that you notify us of such changes either through our online portal, where available, or by contacting our support organization at least ten (10) days in advance. If emergency addresses registered are not accurate, emergency personnel (e.g. police, fire, ambulance) may be sent to the wrong address. In certain cases, an Emergency Services call may be routed to a telephone emergency dispatch center that may not normally receive Emergency Services calls from the User's registered location instead of a "traditional" wireline Emergency Services dispatch center. In this case, emergency personnel may not have the User's registered location and/or phone number on file. Regardless of whether an emergency address has been registered, Users dialing Emergency Services should always be prepared to state their location and phone number promptly and clearly to ensure that emergency operators have complete and accurate information. This is particularly important as in certain circumstances technical limitation may prevent this information from being made available to the dispatch center. If the User's registered address is different than the User's actual location, delays in handling of Customer's emergency call may be introduced and, consequently, result in fire, police or emergency personnel either not being able to find a User(s) location or significantly delay response time. Finally, you may incur additional costs, fines or other penalties, including service provider charges, resulting from improper dispatch of Emergency Services or calls to emergency service dispatchers where you and/or your Users have failed to update us with the User's correct address.

**Emergency service limitations:** Emergency Services will not function if (a) a VoIP device fails or is not configured properly, (b) the Cloud Services are not working for any reason including without limitation a power outage, broadband service outage, network congestion, suspension or disconnection of your Cloud Services, broadband connection failure, use of a non-native telephone number, electrical power loss, or your failure to meet our minimum technical service requirements, if applicable, or (c) where your Entitlements do not include our SIP Services, failure or disconnection of third party SIP Services. Following a power outage, you or your Users may need to reset or reconfigure your equipment prior to being able to use the Cloud Services, including dialing Emergency Services. Emergency operators and/or authorities may be unable to identify a User's phone number in order to call them back if (a) their call is unable to be completed, is dropped or is disconnected, (b) the User is unable to communicate their phone number, or (c) the Cloud Services are not operational for any reason. In such circumstances, and provided the Cloud Services are available, the User should redial Emergency Services. For technical reasons, including network congestion, it is possible that Emergency calls will produce a busy signal or will take longer to connect when compared with traditional emergency calls. When calling Emergency Services Users should not hang up until told to do so by emergency operators as emergency operators and authorities may also be unable to hold the line open in the event the User hangs up. You further acknowledge and agree (and you will cause your Users to do same) that we do not have any control over whether, or the manner in which, emergency calls using the Cloud Services are answered or addressed by any local emergency response center and we rely on third parties to assist us in routing emergency calls to local emergency response centers. Emergency services are available only within the jurisdiction in which the User is registered and the Cloud Services cannot be used to make emergency calls outside of same.

**Inform other users:** You are responsible for notifying, and you agree to notify, any User or potential Users of your Cloud Services of the nature and limitations of Emergency Services on the Cloud Services as described herein.

**Acceptance of Limitations.** You acknowledge that you have received the information regarding the limitations of our Emergency Services, understand them, and assume the risks associated with such limitations. Where your Entitlements do not include our SIP Services, you should consult your SIP Services provider to further understand Emergency Service limitations.

**Agreed and Accepted  
Customer**

\_\_\_\_\_  
Authorized Signature\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\*I confirm I am authorized to sign on behalf of Customer.

## Authorized Contacts for City of Seagoville:

Good communication is the foundation of a great relationship. We ask that you tell us about your team so that we may begin our relationship communicating with the correct individuals. Your team may include people inside and outside your organization. Mitel partners often fill these roles for their clients.

There are five roles that must be assigned to one or many individuals on your Mitel account. Each role conveys a specific set of permissions and responsibilities for installing and managing your Mitel service. For more information on the specific roles and the permissions conveyed please visit:

Roles:

<https://oneview.mitel.com/s/article/Account-AuthorizedContacts>

Full Name	Email Address	Role <small>Please enter either DM/Super User, PM, Billing, Technical or Emergency</small>

**For Role:** Please enter one of DM Super user, PM, Billing, Technical or Emergency (we can make this a drop down in DocuSign) Confirm with Canidium if this is possible in CPQ.

By signing below, I authorize the listed individuals to perform the assigned roles for the indicated locations both current and future and authorize Mitel to contact the listed individuals. I understand as the default Decision Maker I can change or rescind role assignments at any time within my Mitel portal or by contacting Mitel.

Further, I understand that depending on the specific role designed I am granting the assignee access to data within our corporate phone system including, but not limited to, billing data, call detail records, call recordings, as well as authorization to make changes to call routing, configurations and contracted services.

**Agreed and Accepted  
Customer**

\_\_\_\_\_  
Authorized Signature\*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

\*I confirm I am authorized to sign on behalf of Customer.

City of Seagoville  
 October 27, 2020  
 Initial Service Term  
 (or Service Renewal  
 Term, as applicable): 36 months  
 Quote#: 14470256

<b>Summary by Services</b>	<b>Monthly</b>	<b>One-time</b>
Circuits	\$	\$
Profiles	\$1,375.55	\$
Options	\$367.20	\$1,500.00
MiCloud Connect CX	\$	\$
Implementation Services	\$0.00	\$1,250.00
Hardware	\$19.00	\$0.00
Third Party Applications	\$	\$
	<b>\$1,761.75</b> Monthly Charges	<b>\$2,750.00</b> One-Time Charges

<b>Summary by Location</b>	<b>Monthly</b>	<b>One-time</b>
1330 E MALLOY BRIDGE RD, SEAGOVILLE, TX, 75159, USA	\$30.99	\$0.00
702 N HIGHWAY 175, SEAGOVILLE, TX, 75159-1774, USA	\$687.34	\$2,000.00
304 E FARMERS RD, SEAGOVILLE, TX, 75159-3012, USA	\$41.98	\$0.00
101 N WATSON ST, SEAGOVILLE, TX, 75159-3561, United States	\$184.16	\$250.00
600 N HIGHWAY 175, SEAGOVILLE, TX, 75159-1833, United States	\$670.35	\$500.00
1717 N HIGHWAY 175, SEAGOVILLE, TX, 75159-2229, United States	\$146.93	\$0.00
	<b>\$1,761.75</b> Monthly Charges	<b>\$2,750.00</b> One-Time Charges

**Agreed and Accepted Customer**

\_\_\_\_\_  
 Authorized Signature\*

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name and Title

\*I confirm I am authorized to sign on behalf of Customer.

may be necessary to fulfill the intended purpose of the tool; and (iv) is the copyright of Mitel and/or its licensor(s), with all rights reserved to the copyright owner. Any breach of confidential data or unauthorized use (of any kind) of the tool, information, or pricing will be considered an infringement of rights and may result in termination of any Mitel agreement.

## Customer Responsibilities:

No.	Project Activity	Customer Responsibility
1	Project Staffing & Resourcing	Staff the following roles / resources to support the activation of Mitel services: Executive Sponsor, Project Manager, IT Support
2	Project Kick-Off	Attend the <i>project kick-off</i> meeting hosted by Mitel
3	Business Requirements Document (BRD)	<ol style="list-style-type: none"> <li>1. Confirm core requirements as described in BRD</li> <li>2. Identify any material gaps otherwise requirements are deemed confirmed</li> </ol>
4	Network Reliability Assessment	<p>Ensure LAN meets / exceeds the minimum standards required to work effectively with Mitel products as defined in the Mitel Network Best Practices Guidance for Mitel MiCloud Connect at the following URL: <a href="https://oneview.mitel.com/s/article/Network-Best-Practices-for-Mitel-MiCloud-Connect">https://oneview.mitel.com/s/article/Network-Best-Practices-for-Mitel-MiCloud-Connect</a></p>
5	User Acceptance Testing (UAT)	<ol style="list-style-type: none"> <li>1. Identify business use cases for UAT</li> <li>2. Perform testing against use cases to confirm functional map</li> <li>3. Complete UAT at least 1 week prior to <i>go-live</i> in accordance with the Mitel project plan</li> </ol>
6	Phone Number Porting	<ol style="list-style-type: none"> <li>1. Identify numbers to port and ensure <i>active</i> status with current provider</li> <li>2. Provide documentation to complete Transfer Request</li> <li>3. Assist and engage to resolve port delays that require customer involvement with current provider</li> </ol>
7	Transition to Support	Complete all relevant Mitel training at least 1 week prior to <i>go-live</i>

**SCHEDULE A TO THE SERVICE ORDER PREPARED FOR CITY OF SEAGOVILLE, QUOTE# 14470256 –  
MITEL CLOUD SERVICES – GLOBAL TERMS OF SERVICE**

Before using our Cloud Services, please read these Global Terms of Service (“**Terms**”). These Terms, and all documents referred to in them, and any amendment or addendum referencing these Terms signed by the parties, form a binding agreement between you and us (“**Agreement**”). Pursuant to these Terms, you and your Users will be provided with access to the Mitel cloud services (“**Cloud Services**”) in accordance with the Entitlements set out in your Service Order or as may otherwise be ordered by you under this Agreement. If you have purchased your Entitlements from an Authorized Partner on a non-Mitel Service Order, the following sections do not apply to you: 2.3 (Service Levels), 4 (Fees & Reimbursements), 7.2 (Renewals) 7.3 (Add-Ons), 7.7 (Termination by Customer for Convenience), 8 (Hardware), 10 (Confidentiality), 11.1 (Hardware Warranty) and 14.1 (Customer Support). Unless otherwise indicated on your Service Order, your Cloud Service Entitlements include our SIP Services.

**1. DEFINITIONS.** As used herein: “**Acceptable Use Policy**” means Mitel’s Acceptable Use Policy found at: <https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions>. “**All Live Date**” means the date on which all the Cloud Services set out in your Service Order are first made available to you for use at all of your Sites. “**Applicable Law**” means all applicable laws, treaties, regulations, and conventions related to use of the Cloud Services, including without limitation those related to data privacy, call recording, unsolicited advertisements and telephone calls, international communications, and the exportation of technical or personal data. “**Authorized Partner**” means a third party we have authorized to participate in our Partner Enabled Program, or similar, or successor program, as a reseller of Entitlements. “**Customer**”, “**you**” or “**your**” means the entity identified as the “Customer” in the Service Order. “**Customer Data**” means data in electronic form managed, transmitted, stored, or otherwise processed by the Cloud Services on behalf of Customer, or its Users, including without limitation Provisioning Information and User Content. Customer Data does not include Metadata or Confidential Information. “**Documentation**” means training, marketing, and demonstration materials, diagrams, test plans, and work flows provided by us in support of the Cloud Services. “**Early Termination Fee**” means an amount equal to fifty percent (50%) of all monthly recurring Service Fees for the terminated Cloud Services or Entitlements, multiplied by the number of months remaining in the Service Term, and if requested by us, the dollar value of any promotional credit awarded to you by us as set forth in any special promotions document, plus all applicable taxes. “**Emergency Services**” means an outbound voice call to the applicable public safety departments or emergency dispatch call centers in the User’s jurisdiction (e.g., dialing “911” in North America, or “112” or “999” in Europe). “**Entitlement**” means a right for a User to access and use specific Cloud Services (e.g. on a “named user” or “concurrent user” basis). “**Fair Use Policy**” means Mitel’s Fair Use Policy found at: <https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions>. “**Hardware**” means hardware detailed on your Service Order. “**Implementation Services**” means any Cloud Services-related software or hardware installation, implementation, configuration or customization services, or any other professional services set out in a Service Order you have submitted directly to us. “**Initial Service Term**” means the initial period specified in the Service Order. “**Metadata**” means non-personally identifiable data or information that provides information about the use of the Cloud Services, Customer Data and/or Use Records. “**Mitel**” “**we**”, “**our**” or “**us**” has the meaning set out in Section 15.1 (Mitel Entity). “**Provisioning Information**” means information provided by you to us about a User which is used to provide/provision the Cloud Services (e.g. first name, last name, user name, IP address, phone number, phone extension, e-mail address). “**Service Activation Date**” means the date on which Cloud Services are first made available to you for use. In the event a Service Order includes multiple Sites and/or multiple Cloud Services, the Service Activation Date will be the first date a Cloud Service is available at a Site. Each Entitlement will be considered to have been “first made available to you for use” when a user profile has been provided to you. “**Service Fees**” means all monthly recurring service fees, non-recurring fees, set-up fees, usage including overage based fees, rental fees, Hardware costs and Implementation Services fees and any other charges and fees which you have agreed to in a Service Order or SOW. “**Service Order**” means an ordering document signed and submitted by you to us or one of our Authorized Partners, detailing the Entitlements, Hardware and Implementation Services

which you have ordered from us or our Authorized Partner, as applicable. “**Service Term**” means the Staging Time, if applicable, together with the Initial Service Term and Service Renewal Terms (as defined below), if any. “**SIP Services**” the Session Initiation Protocol services over which voice communications are delivered. “**Site**” means a physical location associated to a specific street address where Services are being provided. “**SLA**” means our standard Service Level Agreement for the Cloud Services available at: <https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions>.

“**SOW**” means a statement of work which we may agree to perform for you from time to time. “**Staging Time**” means the time period between the Service Activation Date and the All Live Date. “**User**” means your employees, consultants, contractors, or agents who you have authorized to use the Cloud Services in support of your internal operations and given user logins and passwords. “**User Content**” means the information shared amongst Users or transmitted/received by a User(s) to/from a third party(s), via the Cloud Services (e.g. chats, files, voicemails). “**Use Records**” means records pertaining to a User’s use of the Cloud Services (e.g. call log, chat log, shared files, presence history).

**2. THE SERVICE AND USE OF THE SERVICE IN GENERAL**

**2.1 Initiation and Services.** Provisioning of the Cloud Services will begin only after we receive and accept your Service Order. We will provide any Implementation Services set out in the Service Order and/or any SOW. You agree that your purchase of the Entitlements is neither contingent upon our delivery of any future functionality or features, nor dependent upon any discussions, oral or written public comments made by us with respect to future functionality or features. Additional Cloud Services or Entitlements can be added by you through the issuance of a new Service Order or self-provisioning, where available. You can also change the type of your Cloud Services through the issuance of change orders.

**2.2 Use of the Service.** During the Service Term, you and your Users may use the Cloud Services and Documentation solely for your internal business operations (and not for any form of redistribution or resale) in accordance with this Agreement and the Entitlements set out in your Service Order. Notwithstanding the foregoing, where permitted by us, you may (i) in a given month, increase your number of Users above and beyond the number of Users set out in Entitlements in your Service Order provided that you pay us in arrears (as set out below) for such additional Users at our then current rate for such Entitlement, and (ii) as further detailed in Section 6.3, add additional Cloud Services Entitlements on a term coterminous with the Service Term in effect at the time. You agree to ensure all Users (and potential Users) are aware of (and expressly consent to) the limitations of Emergency Services using the Cloud Services prior to their use of the Cloud Services. You may use and reproduce the Documentation solely as necessary to support your and your User’s use of the Cloud Services.

**2.3 Service Levels.** We will deliver the Cloud Services in accordance with the SLA. In the event of a disruption or outage to the Cloud Services during the Service Term, your sole remedy, and our sole obligation, will be the service level credits and/or remedies, if any, set out in the SLA. Credits issued pursuant to the SLA will only be applied against future Service Fees. In no event will we be required to issue refunds for, or to make payments against, such credits.

**2.4 Service Revisions.** During the Service Term, we may add, reduce, eliminate or revise Cloud Services features and functionality (or upgrade the underlying platform used to provide the Cloud Services) at any time without prior notice to you. Notwithstanding the foregoing, where in our sole opinion, a change will cause a material detrimental impact on your use of the Cloud Services (a “**Detrimental Change**”), we will provide you ninety (90) days prior written notice (email or if an online portal is made available with the Cloud Services, posting notice at the portal to suffice). In the event of a Detrimental Change, you may, at no cost, terminate the affected Cloud Services by providing us with written notice of termination within sixty (60) days of receiving your notice of the Detrimental Change. If we do not receive notice of termination within sixty (60) days, you will be deemed to have accepted the change and/or charge.

**2.5 Performance.** You acknowledge and agree that the quality, performance

and available features of the Cloud Services including Emergency Services and any Hardware may be affected, impaired and/or disrupted by the quality, speed and usage of your (and your Users') broadband connection and/or third-party networks and will not function in the event of a power failure.

### **3. Emergency Services**

**3.1 Limitations Relative to Enhanced Emergency Services; Cost.** You acknowledge and agree that the Emergency Services provided hereunder have limitations relative to the enhanced (or similar) emergency services that are available on most traditional telephone services. Subject to the limitations set out in this Agreement, Emergency Services can be accessed, free of charge,

**3.2 Emergency Services Devices and Initiation:** Emergency services will only function if your User(s) are using an approved device, equipment or software and after your Service Order has been processed and you have received an emergency service confirmation. If your Users use non-approved equipment or software or attempt to call Emergency Services prior to confirmation, the Emergency Services may fail or may be forwarded to a non-public, backup emergency answering service.

**3.3 Emergency Services Registration.** You acknowledge and agree that it may not be possible for emergency operators and authorities to identify the actual location of a User(s) who dials Emergency Services through the Cloud Services. Where you purchase Entitlements that include our SIP Services, we will register the following as the addresses where your Users will use Cloud Services and to which Emergency Services should be dispatched by default: (i) the address(es) listed on your Service Order, and (ii) if an online portal is made available with the Cloud Services, the address(es) entered in the online portal. It is your responsibility to ensure that such default address(es) are accurate and, if changed, that you notify us of such changes either through our online portal, where available, or by contacting our support organization at least ten (10) days in advance. If emergency addresses registered are not accurate, emergency personnel (e.g. police, fire, ambulance) may be sent to the wrong address. In certain limited cases, an Emergency Services call may be routed to a wireless telephone emergency dispatch center that may not normally receive Emergency Services calls from the User's registered location instead of a "traditional" wireline Emergency Services dispatch center. In this case, emergency personnel will not have the User's registered location and/or phone number on file. Regardless of whether an emergency address has been registered, Users dialing Emergency Services should always be prepared to state their location and phone number promptly and clearly to ensure that emergency operators have complete and accurate information. If the User's registered address is different than the User's actual location, delays in handling of Customer's emergency call may be introduced and, consequently, result in fire, police or emergency personnel either not being able to find a User(s) location or significantly delay response time. Finally, you may incur additional costs, fines or other penalties, including service provider charges, resulting from improper dispatch of Emergency Services or calls to emergency service dispatchers where you and/or your Users have failed to update us with the User's correct address.

**3.4 Emergency service limitations:** Emergency Services will not function if (a) a VoIP device fails or is not configured properly, (b) the Cloud Services are not working for any reason including without limitation a power outage, broadband service outage, network congestion, suspension or disconnection of your Cloud Services, broadband connection failure, use of a non-native telephone number, electrical power loss, or your failure to meet our minimum technical service requirements, if applicable, or (c) where your Entitlements do not include our SIP Services, failure or disconnection of third party SIP Services. Following a power outage, you or your Users may need to reset or reconfigure your equipment prior to being able to use the Cloud Services, including dialing Emergency Services. Emergency operators and/or authorities may be unable to identify a User's phone number in order to call them back if (a) their call is unable to be completed, is dropped or is disconnected, (b) the User is unable to communicate their phone number, or (c) the Cloud Services are not operational for any reason. In such circumstances, and provided the Cloud Services are available, the User should redial Emergency Services. When calling Emergency Services Users should not hang up until told to do so by emergency operators as emergency operators and authorities may also be unable to hold the line open in the event the User hangs up. You further acknowledge and agree (and you will cause your Users to do same) that we do not have any control over whether, or the manner in which, emergency calls using the Cloud Services are answered or addressed by any

local emergency response center and we rely on third parties to assist us in routing emergency calls to local emergency response centers. Emergency services are available only within the jurisdiction in which the User is registered and the Cloud Services cannot be used to make emergency calls outside of same.

**3.5 Emergency Notifications.** Where you purchase United States Entitlements that include our SIP Services and such Entitlements are for use with Cloud Services which are capable of being configured to provide a notification to another person or location that 911 has been dialed, without an improvement to the hardware or software of the Cloud Services, we will configure the Cloud Services to provide such a notification to the User(s)/Sites(s) which you identify and provide to us. You acknowledge and agree that you are solely responsible for (i) selecting the User(s)/Sites(s) to receive such emergency notifications, (ii) ensuring that such User(s)/Sites(s) remain accurate, and (iii) notifying us of required changes to the User(s)/Sites(s) either through our online portal, where available, or by contacting our support organization at least ten (10) days in advance. If the Cloud Services are being configured for use by your Users across multiple Sites and you select Users at multiple Sites to receive emergency phone alerts, you acknowledge and agree that it is possible that an emergency phone alert may be answered by a User at a different Site than the caller. You represent, warrant and covenant that you will train your Users to handle emergency events including without limitation by creating and maintaining robust policies and procedures to ensure that an appropriate person at the Site where each emergency call is initiated is made aware of the call regardless of where the alert is answered. Should you request that we disable such notifications, you agree to indemnify, hold harmless and if requested by us, defend us against any loss, damage or costs (including reasonable legal fees) incurred in connection with a third party Claim made or brought against us arising from or relating to us having disabled such notifications.

**3.6 Third Party Disclaimer.** We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center, as well as any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result.

**3.7 Acceptance of Limitations.** By accepting this Agreement, you acknowledge that you have received the information regarding the limitations of our Emergency Services, understand them, and assume the risks associated with such limitations. Where your Entitlements do not include our SIP Services, you should consult your SIP Services provider to further understand Emergency Service limitations.

## **4. FEES & REIMBURSEMENTS**

**4.1 Service Fees, Invoicing and Payment.** As of the Service Activation Date, you agree to pay all Service Fees for Cloud Services made available to you and/or your Users during the Service Term. You will be invoiced in advance for non-usage-based Service Fees and in arrears at the end of each month for usage-based Service Fees. Entitlements added to the Service Order during the Service Term will be invoiced in the month following the Service Activation Date for same on a pro-rated basis for the remainder of the Service Term, unless otherwise agreed by us. Service Fees are due on the date set out in your invoice and are payable in the currency specified on your Service Order. Invoices will be deemed correct and binding on you unless we receive a dispute of charges, in writing, within thirty (30) days of an invoice being issued. To the extent you dispute, in good faith, any amount included in our invoice, the parties shall use reasonable efforts to resolve and settle such dispute within thirty (30) days of your written notice to us. Upon request of the other, each party will promptly provide full supporting documentation concerning any disputed amount. For clarity, you shall pay all undisputed amounts in our invoice but will have no obligation to make any payment of disputed charges on the invoice during the time it is subject to a good-faith dispute. Based on our reasonable determination, once the dispute is resolved you will pay the resulting agreed upon amount.

**4.2 Taxes.** Unless otherwise stated in the Service Order, all Service Fees are exclusive of tax. Unless you provide us a tax exemption prior to us invoicing you, you shall pay all applicable taxes and governmentally imposed fees arising from your purchase under this Agreement (excluding taxes on our net income). You acknowledge and agree that in the event any governmental agency revises or imposes taxes or regulatory fees of any kind, including, without limitation,

emergency service access fees, universal service fees, and regulatory recovery fees on the Cloud Services or Hardware provided hereunder, that we reserve the right to pass on all such taxes to you without notice.

**4.3 Credit Worthiness.** Subject to credit review, you may be required, upon our request, to make an advance payment or deposit to us for the Entitlements and/or Hardware, or any portion thereof.

## **5. CUSTOMER RESPONSIBILITIES & RESTRICTIONS**

**5.1 Service Rules of Use.** You will: i) comply, and cause your Users to comply, with both this Agreement including without limitation our Acceptable Use Policy, Fair Use Policy, and Applicable Law; and ii) obtain all permits, licenses and authorizations or certificates that may be required in connection with your activities pursuant to this Agreement. You shall not: (i) use the Cloud Services for service bureau or time-sharing purposes or in any other way which allows third parties other than Users to exploit the Cloud Services; (ii) provide Cloud Services passwords or other log-in information to any third parties other than Users; (iii) share non-public Cloud Services features or content with any third party; and (iv) access the Cloud Services in order to build a similar or competitive product or service. Under no circumstances will you take any action(s) that could result in harm or damage to our (or any third party's) network or premises, or to any of our other customers.

**5.2 Unauthorized Access and Investigations.** You will, and you will cause your Users, to take all reasonable steps to prevent (i) unauthorized access to, or improper or fraudulent use of, your account, your Hardware and the Cloud Services, and (ii) a breach of your security (each an "Incident"). You will immediately notify us of any known or suspected Incident and will use best efforts to stop an Incident. If we suspect, or become aware of, an Incident, we may investigate, and you will cooperate in any such investigation. We reserve the right to inform any applicable government of the investigation. We shall not be liable to you for any damages whatsoever resulting from an Incident.

**5.3 Customer Responsibilities/Liabilities.** You are responsible for: (i) any customer responsibility requirements detailed in a Service Order; (ii) ensuring that the configuration of the Cloud Services, including any roles and permissions assigned therein, continually meet security and compliance requirements; (iii) Customer Data; and (iv) use of your Cloud Services account, whether authorized or not.

## **6. CUSTOMER DATA**

**6.1 Instructions.** You instruct us to process Customer Data and Use Records in accordance with the terms and conditions of this Agreement. We will only use and disclose Customer Data and Use Records to provide, bill, optimize, improve, support, troubleshoot, and maintain the Cloud Services and/or Hardware and to comply with Applicable Law, or a binding order of a court or governmental body (or other legal process). In doing so, you acknowledge and agree that we may process Customer Data and Use Records on a global basis. Notwithstanding anything in this Section 6 (Customer Data), we reserve the right to use, and to disclose Customer Data and Use Records to third parties: (i) if we determine, in our reasonable judgement, that such use or disclosure is necessary (a) to protect the safety of a customer, a user, or a third party; (b) to provide an emergency warning; (c) for the provision of Emergency Services; (d) to investigate suspected fraud or other illegal activity; (e) subject to Section 6.3 (Court Orders, Subpoenas and Additional Disclosures), as a result of a legal or governmental demand including without limitation by a criminal enforcement agency or regulatory body; or (ii) if you have provided consent. You represent, warrant and covenant that you and your Users have all rights and consents (and have made all requisite disclosures) necessary: i) for us to process Customer Data and Use Records for the purposes set forth in this Agreement; and ii) for us to provide Customer Data and Use Records to our affiliates and third-party service providers as necessary for the performance of this Agreement on a global basis. You further acknowledge and agree that we may aggregate Customer Data and Use Records with data from other customers, and at our sole discretion use, disclose and commercially exploit such aggregated data in an anonymized form.

**6.2 Accuracy & Retention.** You are solely responsible for Customer Data provided to us and you represent and warrant that all information you provide to us will be true. You acknowledge and agree that: (i) the Cloud Services provide a passive conduit for User Content, and you (and not us) are solely responsible for such User Content; and (ii) the Cloud Services are not intended for long-term storage of Customer Data. We only retain Customer Data and Use

Records for as long as reasonably necessary to provide the Cloud Services and to comply with Applicable Law and will delete (i.e. putting beyond practicable use) in accordance with our data retention policy. Subject to any data retention requirements under Applicable Law and any written data retention commitment we make to you, we reserve the right to periodically permanently delete Customer Data and Use Records from the Cloud Services including without limitation where your account is delinquent, suspended, or has been terminated for more than thirty (30) days. Notwithstanding anything herein, should we become aware of any User Content which violates this Agreement, we reserve the right to delete such User Content immediately and without notice.

**6.3 Court Orders, Subpoenas and Additional Disclosures.** Unless prohibited by Applicable Law, we will give you reasonable notice of any legal or governmental demand for disclosure or movement of Customer Data or Use Records, or redirect any such demand to you, to allow you to seek a protective order or otherwise to contest such required disclosure or movement at your sole expense, prior to making any disclosure or movement.

**6.4 Excluded Data.** Except where we have provided you with express written authorization, you represent and warrant that you and your Users have not and shall not upload or transmit to the Cloud Services, any data which is specifically regulated other than by general application data privacy laws ("Excluded Data") including without limitation as a "special category" of personal data under the EU General Data Protection Regulation 2016, as personal health information under the Health Insurance Portability and Accountability Act of 1996, as personally identifiable financial information under the Gramm-Leach-Bliley Act and as personal information under the Children's Online Privacy Protection Act (the "Excluded Data Laws"). YOU ACKNOWLEDGE AND AGREE THAT: (A) WE HAVE NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN THE EXCLUDED DATA LAWS OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (B) OUR SYSTEMS ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.

## **7. TERM, TERMINATION AND SUSPENSION**

**7.1 Term.** This Agreement takes effect upon execution of the Service Order and continues until termination of the Service Term. The Initial Service Term shall begin on the Service Activation Date except that if you have purchased MiCloud Flex Entitlements, the Initial Service Term shall begin on the All Live Date.

**7.2 Renewals.** Following the Initial Service Term or any renewal, unless either party notifies the other party (in writing at least forty-five (45) days prior to the expiration of the then current Service Term) that it does not wish to renew its Entitlements, the Entitlements (including those for any additional Cloud Services or Entitlements added or changed and in effect at the time of renewal) shall automatically renew at the rate set out in the Service Order for an additional term of the same duration as the Initial Service Term or previous renewal (each, a "Service Renewal Term").

**7.3 Add-Ons or Changes.** If, during the Service Term, you add any Cloud Services or Entitlements (including without limitation services at a different Site) or change the types of your Cloud Services, the amount of your monthly recurring charges shall be adjusted accordingly. The Service Term for any additions or changes shall be coterminous with the Initial Service Term, or any Service Renewal Term in effect at the time, and the terms of this Agreement shall apply.

**7.4 Service Suspension.** Except to the extent precluded by applicable law, we may at our sole discretion, and without prior notice to you, suspend your (or any of your Users') Cloud Services without liability if: (i) we reasonably conclude that you or a User(s) has conducted itself in a way: (a) that is not consistent with our Acceptable Use Policy or the Documentation; (b) that subjects us to potential liability or interferes with our other customer's use of the Cloud Services; or (c) that breaches the Agreement; (ii) we deem it reasonably necessary to do so to respond to any actual or potential security concern; (iii) any underlying arrangement with our operators or suppliers is terminated or suspended for whatever reason; (iv) you fail to cooperate with any investigation; (v) we are conducting scheduled or emergency maintenance; (vi) it is necessary to protect our networks or customers; or (vii) it is necessary to comply with Applicable Law.

**7.5 Termination by Mitel.** In addition to our suspension rights set out in Section 7.4 above, we may terminate this Agreement: (i) upon thirty (30) days' prior

written notice if: (a) you (or any User) breach the Agreement and such breach remains uncured at the expiration of such period; or (b) you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; (ii) with immediate effect if any legal or regulatory change is introduced which affects our ability to provide the Cloud Services and/or Hardware, including but not limited to any new authorization or license becoming necessary or any existing authorization or license under which we operate expiring or being revoked, and (iii) with immediate effect if your account is suspended and such suspension is not your first suspension. In the event Mitel terminates in accordance with (i) or (iii) above, you agree to pay us, within thirty (30) days of the effective date of termination, the Early Termination Fee. The parties agree that the Early Termination Fees are a reasonable estimate of anticipated actual damages and not a penalty.

**7.6 Termination by Customer for Breach.** You may terminate this Agreement upon thirty (30) days' prior written notice if we materially breach the Agreement and such breach remains uncured at the expiration of such period.

**7.7 Termination by Customer for Convenience.** You may terminate this Agreement, or a portion of your Cloud Services or Entitlements, for your convenience following the first anniversary of the All Live Date provided you pay us, within thirty (30) days of the effective date of termination, the Early Termination Fees. The parties agree that the Early Termination Fees are a reasonable estimate of anticipated actual damages and not a penalty.

**7.8 Effect of Termination.** Termination of the Agreement will result in termination of the Service Term. Upon termination of the Agreement, you shall cease all use of the applicable Cloud Services and delete, destroy, or return to us all copies of the applicable Documentation in your possession or control. Except as required by law, we will promptly, and in any event in no less than ninety (90) days, delete (i.e. putting beyond practicable use) Customer Data and Use Records. We may retain billing records (and breakdowns) for at least twelve (12) months following termination. You shall immediately return, at your cost, all rental Hardware to us in accordance with the directions we provide to you.

## **8. HARDWARE**

**8.1 Delivery.** Where applicable, we will deliver Hardware FCA (Incoterms 2010) shipping point on the date mutually agreed between us and you. Unless stated otherwise herein, we may substitute Hardware, or any component thereof, listed in your Service Order with comparable new equipment of equivalent functionality.

**8.2 Title, Risk of Loss and Security Interest.** Where you purchase Hardware from us without third party financing: (i) title and risk of loss to the Hardware will pass to you upon shipment, and (ii) you grant to us a security interest in the Hardware until you have paid us in full for it (and you authorize us and shall assist us, as necessary, to file any forms necessary for us to perfect our security interest in the Hardware.) In the event you elect to finance your purchase using a third-party financier, title shall pass to such third-party financier upon payment in full for the Hardware, unless the parties agree otherwise. If Hardware rental is available in your jurisdiction and you rent Hardware as part of your Service Fee, title to the Hardware shall remain with us, except as set out herein. You agree to maintain adequate commercial general liability insurance to reimburse us for the replacement cost (i.e. non-depreciated cost) of any Hardware lost, damaged or destroyed while in your control and you agree to furnish a copy of your insurance to us on request. We reserve the right to provide rental Hardware which is new or is remanufactured and certified to meet Hardware specifications. In no event will you export rented Hardware (or use rented Hardware) outside of the jurisdiction the rental Hardware is intended to be used in as specified on your Service Order.

## **9. IP & FEEDBACK**

**9.1 Ownership.** Subject to the limited rights expressly granted hereunder, we reserve all right, title and interest in and to: (i) the Cloud Services; (ii) any and all Documentation and any Confidential Information provided or disclosed to you and your Users; (iii) any and all derivatives, enhancements or improvements thereof; and (iv) any and all intellectual property rights contained in the foregoing (i), (ii), and (iii). No rights are granted to you except as expressly set out in this Agreement.

**9.2 Feedback.** You and your Users may provide us with feedback on, and/or

suggestions for improvements (or other changes) to, the Cloud Services, Documentation, Confidential Information or other Mitel technology (individually and collectively "**Feedback**"). Even if you designate such Feedback as confidential, we will not be bound by any confidentiality obligations in respect of such Feedback. You hereby grant us a worldwide, irrevocable, perpetual, sublicensable license to use, and commercially exploit, Feedback in any manner. You will not knowingly provide us Feedback that is subject to third party intellectual property rights.

## **10. CONFIDENTIALITY**

**10.1 Confidentiality.** As used herein, "**Confidential Information**" means all confidential or proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**") that is designated in writing as confidential or that in the circumstances is, or ought to be known, to be confidential or proprietary. Confidential Information shall not include Customer Data, Use Records, or information which: (i) is known publicly; (ii) is generally known in the industry before disclosure; (iii) has become known publicly, without fault of the Receiving Party, subsequent to disclosure by the Disclosing Party; or (iv) has been otherwise lawfully known or received by the Receiving Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. The Receiving Party agrees to keep confidential all Confidential Information disclosed to it by the Disclosing Party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information). If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. The Receiving Party agrees that monetary damages for breach of confidentiality may not be adequate and that, if necessary, the Disclosing Party shall be further entitled to seek injunctive relief.

## **11. WARRANTIES & DISCLAIMERS**

**11.1 Hardware Warranty.** All Hardware components will be free from defects in material and workmanship under normal use and will perform in substantial compliance with the manufacturer's specifications for the applicable warranty period. The exclusive remedy and recourse for you under this Hardware warranty is for us, at our election, to repair, replace or modify the defective parts. We may utilize remanufactured, certified parts that meet the specifications. Such replacement parts will be covered for the remainder of the existing Hardware warranty. Any part removed shall become our property. For Hardware you purchase, the Hardware warranty set out in this Section 11.1 shall be valid for a period of twelve (12) months following shipment of the Hardware to you. For Hardware you rent, the Hardware warranty shall be valid during the Service Term. The foregoing Hardware warranty shall become void if one of the following occurs: (i) the Hardware is not used properly in accordance with the manufacturer's specifications and operating instructions or otherwise is abused, damaged, or negligently serviced or maintained by anyone other than us or our authorized dealer; (ii) work is performed on the Hardware by anyone not authorized by us; (iii) the Hardware is installed or used in combination or in assembly with products that are either not approved by us or not compatible with the Cloud Services. The Hardware warranty excludes parts you have supplied and expendable or personal use items such as batteries, headsets, paper, cabling or non-Mitel telephone sets. Warranties are predicated on us receiving timely written notice of any nonconformity with as much specificity as is known and as soon as you become aware of such nonconformity, but in any event prior to the expiration of the relevant warranty period. We shall have the right to inspect and test the Hardware and the associated local area network and communications infrastructure to determine, in our reasonable discretion, whether the nonconformity is covered under the applicable warranty.

**11.2 Disclaimer of Warranties.** Except as expressly provided herein, (i) You acknowledge and agree that the Cloud Services and Hardware are provided on an "as is", and "as available" basis; and (ii) we expressly exclude all implied warranties, terms and conditions including but not limited to fitness for purpose, satisfactory quality or non-infringement of title to the maximum extent permitted by law. We do not warrant that (a) the Cloud Services or the

Hardware will meet your requirements or that the operation of the Cloud Services and the Hardware will be uninterrupted or error-free; (b) the Cloud Services or the Hardware will prevent toll fraud, unauthorized access, loss or theft of electronic data, or invasion of privacy; (c) all errors in the Cloud Services and Hardware can be corrected; (iv) Customer Data will not be lost or corrupted; (d) Emergency Services will not fail, including but not limited to, in those circumstances in which you are using call forwarding, call redirection or blocking services, where the call fails to be delivered or is dropped for any reason where there is network congestion, device misconfiguration, power loss, broadband outages, third-party interference, where you have not paid your bill, and/or when the emergency callback number is configured to ring a phone at a different location than the User's VoIP device; or (e) enhanced Emergency Services, if available, will not revert back to traditional Emergency Services. It is your sole responsibility to back up Customer Data.

**11.3 No Hazardous Environments.** You acknowledge and agree that neither the Cloud Services nor the Hardware are sufficiently fault-tolerant for life-safety operations, and neither is designed, manufactured, or intended for use in or in conjunction with control equipment in hazardous environments, including without limitation the operation of nuclear facilities, aircraft navigation or critical communications systems, air traffic control, transportation control, or life support devices. You will not use the Cloud Services or Hardware for any purpose listed in this Section 11.3 and any attempt to do so will be at Customer's own risk.

## **12. LIMITATION OF LIABILITY**

**12.1 LIMITATION, EXCLUSION AND APPLICATION.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

(a) IN NO EVENT SHALL WE BE LIABLE FOR THE FOLLOWING DAMAGES DIRECTLY OR INDIRECTLY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE IMPLEMENTATION SERVICES, THE CUSTOMER DATA, THE CLOUD SERVICES INCLUDING WITHOUT LIMITATION USE AND/OR FAILURE OF EMERGENCY SERVICES OR THE CONDUCT OF ANY LOCAL EMERGENCY RESPONSE SERVICE CENTER OR NATIONAL EMERGENCY RESPONSE SERVICE CENTER, OR HARDWARE: (I) ALL INDIRECT, ECONOMIC, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL AND PUNITIVE DAMAGES; AND (II) ALL DAMAGES FOR LOST PROFITS, REVENUE OR EARNINGS, LOST, HACKED OR CORRUPTED DATA, UNAUTHORIZED ACCESS TO DATA OR THE CLOUD SERVICES, DELAYS OR FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION, FAILURE TO REALIZE EXPECTED SAVINGS AND COST OF SUBSTITUTE SOFTWARE, HARDWARE OR SERVICES;

(b) IN NO EVENT SHALL OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE IMPLEMENTATION SERVICES, THE CUSTOMER DATA, THE CLOUD SERVICES INCLUDING WITHOUT LIMITATION USE AND/OR FAILURE OF EMERGENCY SERVICES OR THE CONDUCT OF ANY LOCAL EMERGENCY RESPONSE SERVICE CENTER OR NATIONAL EMERGENCY RESPONSE SERVICE CENTER, AND ANY HARDWARE EXCEED TWO TIMES (2X) THE AMOUNTS RECEIVED BY MITEL FROM YOU (OR FROM YOUR MITEL AUTHORIZED RESELLER) FOR THE ENTITLEMENTS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE INCIDENT GIVING RISE TO THE LIABILITY, OR WHERE TWELVE (12) MONTHS HAVE NOT ELAPSED PRIOR TO THE INCIDENT GIVING RISE TO THE LIABILITY, TWO TIMES (2X) THE AMOUNTS THAT WOULD BE PAYABLE BY YOU FOR THE ENTITLEMENTS IN THE INITIAL TWELVE (12) MONTH PERIOD;

(c) THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SET OUT IN THIS AGREEMENT SHALL APPLY: (I) WHETHER AN ACTION, CLAIM OR DEMAND ARISES FROM A BREACH OF WARRANTY OR CONDITION, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY LIABILITY OR ANY OTHER THEORY OF LIABILITY; (II) WHETHER OR NOT SUCH DAMAGES COULD REASONABLY BE FORESEEN OR THEIR POSSIBILITY HAS BEEN DISCLOSED TO US; AND (III) TO US, OUR AFFILIATES, AND THEIR RESPECTIVE SERVICE PROVIDERS AND SUPPLIERS, SUCCESSORS AND ASSIGNS AND (IV) EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

**12.2 Time Limit.** No action arising out of this Agreement may be brought by Customer more than eighteen (18) months after the cause of action has arisen.

## **13. INDEMNIFICATION**

**13.1 Our Indemnification Obligations.** Subject to 13.2, we will indemnify, hold harmless and defend you against any loss, damage or cost (including reasonable

legal fees) incurred in connection with claims, actions, demands, suits, or proceedings (each a "Claim") made or brought against you by a third party alleging that the Cloud Services and/or the Documentation infringes a valid United States, Canadian, United Kingdom or European intellectual property right other than a patent reading on a standard (e.g. IEEE) whether essential or not. This section 13.1 shall not apply to any Claim resulting from: (a) the combination of the Cloud Services with any hardware, software, system, or service which is not owned, supplied, and/or developed directly by us; (b) our implementation of any design you provide us; (c) your failure to implement corrections or modifications provided by us if implementation would prevent the infringement, or (d) your alteration or modification of the Cloud Services. This Section 13.1 states our sole liability and your exclusive remedy for any Claims covered under this Section 13.1 (Our Indemnification Obligations). In the event of an intellectual property right Claim, we may in our sole option and without further obligation to you either (a) obtain the right for you to continue using the Cloud Services and/or Documentation; (b) replace or modify the Cloud Services and/or Documentation so that it becomes non-infringing; or (c) if such remedies are not reasonably available, terminate this Agreement.

**13.2 Customer's Indemnification of Mitel.** To the extent allowed by applicable law, including the law of the State of Texas, you agree to indemnify, hold harmless and if requested by us, defend us against any loss, damage or costs (including reasonable legal fees) incurred in connection with a third party Claim made or brought against us arising from or relating to: (i) any act, error, omission, fault, negligence, or misconduct by you or any User; (ii) your or any User's breach of the Agreement including without limitation the Acceptable Use Policy; (iii) your or a User's use of the Cloud Services or Hardware; (v) your, or any User's, breach of Applicable Law; (vi) Customer Data and (vii) your failure to properly inform Users of the Cloud Services' emergency service limitations.

**13.3 Mutual Provisions.** Each party's indemnity obligations are subject to the following: (i) the indemnified party promptly notifying the indemnifier in writing of the Claim provided that any failure by the indemnified party to promptly notify the indemnifying party will not relieve the indemnifying party of its obligations except to the extent that indemnifying party is materially prejudiced by the delay; (ii) the defending party shall have sole control of the defense and all related settlement negotiations with respect to the Claim (provided that except to the extent we are defending a claim against us, the defending party may not settle any Claim unless it unconditionally releases the aggrieved party of all liability and obligation); and (iii) the indemnified party, at the indemnifier's cost, providing reasonable assist in the defense of such Claim. If we have requested you to defend a claim, and we, at any time, have a reasonable basis to believe that you cannot or may not be able to fulfill your obligations under this Section 13, then, without limiting your obligations under this Section 13, we shall be entitled to provide you notice to that we have decided to become the defending party, and thereafter to assume control of the defense and/or settlement of any such claim. Once we have notified you that we will be seeking an indemnity, unless otherwise expressly agreed in writing, all communications (including the notice) will be deemed our confidential information, which you may not disclose to any third party, other than your legal advisors, without our prior express written permission, and in addition, all communications in respect of any such claim shall be subject to common interest privilege.

## **14. CUSTOMER SUPPORT**

**14.1 Customer Support.** Support may vary depending on the Cloud Services you order. We will provide you with support as described at <https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions>, as may be updated from time to time.

## **15. GENERAL**

**15.1 Mitel Entity.** "Mitel", "we", our and "us" means the following, where your Primary Jurisdiction is in:

(i) **Canada** or the **United States of America:** Mitel Cloud Services, Inc. with registered office is at 1146 North Alma School Rd, Mesa, AZ 85201.

(ii) **United Kingdom, Australia or Europe (with the exception of France and Germany):** Mitel Networks Limited, with registered office is at Castlegate Business Park, Caldicot, Monmouthshire, Wales NP26 5YR.

(iii) **France:** Mitel France SAS, with registered office is a 1 rue Arnold Schoenberg, 78286 Guyancourt Cedex, France.

(iv) **Germany:** Mitel Deutschland GmbH, with registered office is at Zeughofstrasse 1, 10997 Berlin, Germany.

**15.2 Affiliates.** We may use (and disclose Customer Data and Use Records to) one or more global affiliate(s), partners and/or service providers in order to perform our obligations under this Agreement.

**15.3 Changes.** We may make changes to this Agreement and any document referred herein from time to time by posting a new version at <https://www.mitel.com/legal/mitel-cloud-services-terms-and-conditions>. The changes will become effective and will be deemed accepted by you on the date the new version is posted, except that if we modify the Agreement in a manner which in our sole opinion is likely to cause a material detrimental impact on you (e.g. if we significantly reduce your rights or increase your obligations) and our change is not in response to a change in legal or regulatory requirements, or a material change in our business, the changes will become effective thirty (30) days after we provide you written notice (invoice, email or if an online portal is made available with the Cloud Services, posting notice at the portal, to suffice). However, if during the thirty (30) day notice period, you provide us with a written objection directly or through your Authorized Partner, the changes will not become effective until the beginning of your next Service Renewal Term. Nothing in this Section 15.3 will relieve you of payment of any already incurred Service Fees.

**15.4 Use Outside of Primary Market.** While Entitlements are intended for use within the jurisdiction identified on your Service Order (your “**Primary Jurisdiction**”) the Cloud Services are nomadic by nature and may be globally accessible via a broadband Internet connection. You acknowledge that i) regulation of IP-based telephony services varies significantly from jurisdiction to jurisdiction, ii) certain internet service providers (ISPs) may impose contractual restrictions on the use of their services for IP-based telephony, and iii) Emergency Services may not operate outside of the Primary Jurisdiction. Before using our Cloud Services in a jurisdiction outside your Primary Jurisdiction, you should consult with local counsel for advice regarding your use of such. You shall be solely responsible and liable for any violation of local law or breach of third-party contract terms resulting from such use, regardless of whether we have consented to such use.

**15.5 Notices.** Except as otherwise set out in this Agreement, any notice provided hereunder shall be in writing and delivered by hand or sent by registered mail or courier to the address set out below and will be effective and deemed delivered upon receipt. Notwithstanding the foregoing, we may send you notice by electronic means, such as .pdf email, which shall be deemed delivered on the business day following the day on which it was sent. If to us, the address set out in Section 15.1 with a copy to our legal department at 4000 Innovation Drive, Kanata, ON, K2K 3K1. If to you, the address will be the address set out in your Service Order or the online portal, where available.

**15.6 Number Porting.** If your Cloud Service Entitlements include our SIP Services, number portability may be available. In cases where number portability is available we will take commercially reasonable steps to transfer the number in accordance with standard porting procedures between communications providers in your jurisdiction provided that your account contains accurate and complete information and is in good standing, including payment for all Service Fees. For clarity, porting a number to another service provider shall not release you of any fees otherwise due under this agreement.

**15.7 Publicity.** Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except you agree that we may profile you, or disclose that you are our customer, in standard marketing materials, including press releases, corporate presentations and digital properties and/or other marketing vehicles as we may deem appropriate.

**15.8 Force Majeure** We will not be liable for any failure or delay in its performance under the Agreement, due to any cause beyond our reasonable control, including any act of war, act of God, earthquake, flood, embargo, riot, sabotage, terrorist attack, cyber-attack (hacking and DDOS), acts of public enemies, civil disturbances or general restraint or arrest of government and people, boycott, strike (including a general strike), lockout or other similar industrial disturbance, service interruption by a telecommunications services provider, or connectivity delays with internet providers outside of our reasonable control.

**15.9 Assignment.** You may not assign your rights or delegate your duties under the Agreement either in whole or in part without our prior written consent, which will not be unreasonably withheld. The Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

**15.10 Severance.** To the extent that any portion or provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that portion or provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that portion or provision in any other jurisdiction.

**15.11 No Waiver.** No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under this Agreement or otherwise.

**15.12 Applicable Law and Dispute Resolution.** This Agreement is to be governed by and construed under the laws specified below, excluding any body of law governing conflicts of laws and the 1980 United Nations Convention on Contracts for the International Sale of Goods, and disputes arising out of or in connection with this agreement are to be resolved in accordance with the following:

A) Where Your Primary Jurisdiction is in Canada, the laws of the Province of Ontario, Canada. The courts of the Province of Ontario will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement and the Parties hereby agree to submit to the jurisdiction of the courts of Province of Ontario.

B) Where Your Primary Jurisdiction is in the United States of America (including its territories, protectorates or overseas regions), the laws of the State of Texas, United States. The courts of the State of Texas will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement and the Parties hereby agree to submit to the jurisdiction of the courts of State of Texas.

C) Where Your Primary Jurisdiction is in Europe or Australia, the laws of England and Wales. The courts of England will have exclusive jurisdiction to settle any dispute which arises out of or in connection with this Agreement and the Parties hereby agree to submit to the jurisdiction of the courts of England.

**15.13 No Jury Trial.** The Parties specifically agree that disputes shall not be resolved by jury trial and hereby waive all rights to a trial by jury in any matter related to or arising from this Agreement. No dispute between the Parties, or involving any person but You, may be joined or combined together, without our prior written consent.

**15.14 Entire Agreement.** This Agreement is the complete agreement and understanding of the parties with respect to the subject matter hereof and supersedes any other agreement or understanding, written or oral, between the parties with respect to the subject matter hereof. Neither party has entered into this Agreement in reliance upon (and shall have no liability in respect of) any term or representation other than those expressly set out in this Agreement (provided that nothing in this Agreement shall limit either party's liability for fraudulent misrepresentation). In the event of an inconsistency between these Terms and the Service Order, these Terms shall govern. Both parties represent and warrant that they have full corporate power and authority to execute this Agreement and to perform their obligations hereunder and that each person whose signature appears and any Service Order (and the Terms (if applicable)) is duly authorized to execute such document on behalf of the respective party.

**15.15 Surviving Provisions.** The terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the performance hereof shall so survive the completion of performance, cancellation or termination of this Agreement. Without limiting the generality of the foregoing, the parties agree that any limitations of liability, exclusions, and disclaimers of warranties and indemnification obligations are essential to the parties' entering into this Agreement and will survive the termination of the Agreement and will apply even if the Agreement is found to have failed of its essential purpose.

## **16. JURISDICTION SPECIFIC TERMS**

### **16.1 Australia.**

The following shall apply in respect of Entitlements intended for use in

Australia (as set out in your Service Order):

- 1) The Telecommunications Numbering Plan sets out rules for issuing, transferring and changing telephone numbers. We must comply with the Telecommunications Number Plan. In using the Cloud Services, you must not do anything that would be inconsistent with the Telecommunications Numbering Plan or that would adversely affect our ability to comply. Customer acknowledges that: (a) you has no ownership, interest or goodwill in any telephone numbers issued to you; (b) termination of the Cloud Services for any reason will result in immediate loss of all telephone numbers associated with a Service unless they are ported to another service provider prior to termination of the Service; and (c) if we provides Customer with an out-of-area number, you may not be able to port that number to another service provider in the future, and calls to and from the number will be charged as if you is located in the area identified by the number.
- 2) You may report unwelcome communication complaints to us.
- 3) We will provide reasonable assistance to you if you have purchased a smart number from ACMA and request that it is connected to the Cloud Services.
- 4) In addition to the permitted uses and disclosures set out in Section 5.1, we reserve the right to use and disclose Customer Data and Use Records to third parties if we determine, in our reasonable judgement, that disclosure relates to information contained in the Integrated Public Number Database or other disclosure permitted pursuant to Part 13 of the Telco Act the Telecommunications Act 1997 (Cth).
- 5) If you have are being billed for your Entitlements in Australia and have you less than twenty full time employees and an annual turnover of less than A\$3,000,000:

If you have a complaint with the Cloud Services, you should contact us using the details set out in the Complaints Code of Practice available upon request. If your complaint is resolved in accordance with our Complaints Code of Practice within eight (8) weeks, you can refer your complaint to the Telecommunications Industry Ombudsman, our approved alternative dispute resolution provider, who will review your complaint for free.

Our Small Business Critical Information Summary and credit management practices are available upon request.

### 16.2 Belgium

The following shall apply in respect of Entitlements intended for use in Belgium (as set out in your Service Order):

- 1) If your Entitlements billed in Belgium provide you with five or less than Belgian phone numbers, and exercise your right to terminate for convenience pursuant to Section 7.7 (Termination by Customer for Convenience) within 6 months of your Service Activation date, you will only be required to pay us an amount equal to the recurring Service Fees multiplied by the number of months remaining in the until the sixth month of your Entitlements.
- 2) An alternative dispute resolution scheme is available free of charge for disputes you are unable to resolve with us. Details of the scheme are available upon request.
- 3) Due to Belgian law, we are required to block Emergency Services within Belgium. You warrant that you will inform Users that Emergency Services are not available prior to their first Use. You agree to indemnify, hold harmless and if requested by us, defend us against any loss, damage or costs (including reasonable legal fees) incurred in connection with a Claim made or brought against us arising from or relating to your failure to notify Users that Emergency Services are blocked.

### 16.3 Canada.

The following shall apply in respect of Entitlements intended for use in Canada (as set out in your Service Order):

- 1) Customer Data and Use Records may be processed and/or stored in the United States and may be accessed by the courts, law enforcement and national security authorities of the United States in accordance with Applicable Law.
- 2) VoIP 9-1-1 service has certain limitations relative to Enhanced 9-1-1 service that is available on most traditional telephone service.
- 3) Mitel may disclose to the CRTC that you have acknowledged the E911 Disclosure by virtue of Customer having accepted this Agreement.

- 4) You will not use our network or the Cloud Services to export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside of Canada or the U.S. without first complying with all export control laws and regulations which may be imposed by the Canadian and U.S. Government and any country or organization of nations to whose jurisdiction Customer is subject.

### 16.4 Europe.

In addition to the relevant country specific provisions set out in this Section 16, the following shall apply in respect of Entitlements intended for use in the European Economic Area (as set out in your Service Order)

- 1) **Data Protections.** The parties agree to comply with the terms of the Data Processing Agreement ("DPA") available at [www.mitel.com/legal/gdpr](http://www.mitel.com/legal/gdpr) irrespective of whether such agreement has been signed by both parties. In the event of any conflict between the DPA and this Agreement, the DPA shall prevail. You consent to our use of traffic and/or location data contained in Use Records for billing purposes.
- 2) **Directories:** In countries where directories are mandated by Applicable Law, we will provide directory providers with basic directory information in relation to you unless you elect not to be included in directories when you subscribe to the Services.
- 3) **Dispute resolution:** Alternative dispute resolution arrangements with independent third parties are available in a number of European countries. Details of the relevant schemes are listed in the country specific terms in this Section 16.

### 16.5 Germany.

The following shall apply in respect of Entitlements intended for use in Germany (as set out in your Service Order):

- 1) For clarity, if we do not accept your Service Order with one month of providing it to us, you may revoke your Service Order and it shall be null and void.
- 2) In the event, that you make a claim against us for pecuniary losses resulting from our unintentional acts and the amounts we received from you (or from your Authorized Reseller for the entitlements in the twelve (12) month period immediately prior to the incident giving rise to the liability are less than 12 500 euro, the amounts received shall be deemed to 12 500 euro's.

An alternative dispute resolution scheme is available free of charge for disputes you are unable to resolve with us. Details of the scheme are available upon request

### 16.6 South Africa.

The following shall apply in respect of Entitlements intended for use in South Africa (as set out in your Service Order):

- 1) You agree that Section 15 provides you with notice of a change to this Agreement within a fair and reasonable period.
- 2) Details of our standard fees and charges for Entitlements purchased directly from us are available upon request.
- 3) An alternative dispute resolution scheme is available free of charge for disputes you are unable to resolve with us. Details of the scheme are available upon request.

### 16.7 Switzerland.

The following shall apply in respect of Entitlements intended for use in Switzerland (as set out in your Service Order):

- 1) If you have a complaint with the Cloud Services you can refer your complaint to Ombudscm. You acknowledge and agree that while we will comply with any request for information which Ombudscm may make, we are not legally bound by any conclusion drawn by Ombudscm.

### 16.8 United Kingdom.

The following shall apply in respect of Entitlements intended for use in United Kingdom (as set out in your Service Order):

- 1) Subject to the emergency service terms, Emergency Services calls can be made within England, Wales, Scotland and Northern Ireland.
- 2) You acknowledge that the quality of calls via the Cloud Services depends

on the specification and availability of the underlying broadband and/or telecommunications services used by each party to the call.

3) Nothing in this Agreement excludes or limits our liability for fraud, death or personal injury caused by our negligence, or for any liability that cannot be excluded or limited by law.

4) No express term of this Agreement nor any term implied under it is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

5) Mitel Networks Limited is authorized to do business in the UK.

6) If you are billed for your Entitlements within the United Kingdom and you have less than ten (10) employees (including contract employees) you will be considered a “**small business**” and notwithstanding anything to the contrary in your Service Order, the automatic renewal set out in Section 7.2 shall not apply.

7) If you have a complaint with the Cloud Services, you should contact us using the details set out in the Complaints Code of Practice available upon request.

8) If you are a small business, an alternative dispute resolution scheme is available free of charge for disputes you are unable to resolve with us. Details of the scheme are available upon request.

9) Details of our standard fees and charges for Entitlements purchased directly from us with in the United Kingdom are available upon request.

10) Details of our standard fees and charges for number porting purchased are available upon request.

11) We will take reasonable steps to ensure that the transfer of numbers and subsequent activation is completed as soon as reasonably practicable in accordance with Applicable Law. You acknowledge that the timing of any such transfer can be impacted by certain technical and procedural requirements in relation to number transfers, including where we need to secure an agreement with another communications provider relating to number transfers. You may be entitled to claim compensation for delays caused by us in transferring numbers.

#### **16.9 United States.**

The following shall apply in respect of Entitlements intended for use in United States (as set out in your Service Order):

1) Mitel may disclose to the FCC that you have acknowledged the E911 Disclosure by virtue of Customer having accepted this Agreement.

## BUSINESS ASSOCIATE AGREEMENT

<b>Mitel Cloud Services, Inc.</b> (“Mitel”)	City of Seagoville (“Covered Entity”)
Principal Place of Business (Address): 1146 North Alma School Road Mesa, Arizona, 85201	Principal Place of Business (Address): 702 N Highway 175 , Seagoville, TX 75159, United States
Signature: 	Signature:
Name: Scott Peterson	Name:
Title: Senior Vice President, Sales Americas	Title:
Date: October 27, 2020	Date:

**Mitel and Covered Entity agree to the terms and conditions below and have caused this Business Associate Agreement (the “BAA”) to be executed by their respective duly authorized representatives on the date first appearing above (“Effective Date”).**

**WHEREAS,**

- a) Mitel and Covered Entity are parties to an underlying agreement under which Covered Entity agreed to purchase certain HIPAA compliant features within the services as set forth at Schedule A hereto from Mitel (“Services”) in accordance with the terms thereof (“Underlying Agreement”);
- b) HIPAA requires Mitel and Covered Entity to agree in writing to certain mandatory provisions regarding the acquisition, access, use and disclosure of PHI; and
- c) This BAA provides Covered Entity with the express written authorization under section 6.4 of the Global Terms of Service (that form part of the Underlying Agreement) to upload or transmit PHI to the HIPAA compliant features within the Services listed at Schedule A.

**NOW THEREFORE,** in consideration of the mutual promises, and covenants contained herein, the parties agree as follows:

- 1. Definitions.** The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The specific definitions used in this BAA are:

- (a) “Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103, and in reference to the party to this BAA, shall mean Mitel.
- (b) “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. 160.103, and in reference to the party to this BAA, shall mean Covered Entity.
- (c) “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules contained in the Health Insurance Portability and Accountability Act of 1996 or its relevant regulations at 45 C.F.R. Part 160 and Part 164.

2. **Term.** This BAA shall be effective as of the Effective Date and shall be terminated when (i) all PHI provided to Mitel by Covered Entity or created or received by Mitel on behalf of Covered Entity, is destroyed or returned to Covered Entity or (ii) upon expiration of the Underlying Agreement, whichever occurs later.
3. **HIPAA Assurances and Obligations of Mitel.** Mitel has agreed to enter into this BAA in the event that Mitel receives, maintains, stores, transmits, uses, or otherwise is exposed by the Covered Entity to information, on more than an infrequent or random basis, that is defined as Protected Health Information ("PHI") by the HIPAA Rules.

Mitel agrees to:

- (a) Not use or disclose PHI, except as permitted or required by the BAA or as required by law;
  - (b) Use appropriate safeguards (including implementing administrative, physical, and technical safeguards for electronic PHI), in compliance with Subpart C of 45 C.F.R Part 164 with respect to ePHI, in order to prevent use or disclosure of PHI other than as provided for by this BAA;
  - (c) Comply with the applicable requirements of 45 C.F.R. Part 162 if Mitel conducts Standard Transactions for or on behalf of the Covered Entity;
  - (d) Report promptly to Covered Entity any use or disclosure of PHI not provided for by this BAA of which Mitel becomes aware, including breaches of unsecured PHI, as required at 45 C.F.R. 164.410, and any security incident of which Mitel becomes aware;
  - (e) Ensure that any subcontractors or agents who create, receive, maintain, or transmit PHI on behalf of Mitel are explained Mitel obligations under this paragraph and agree to the same restrictions, conditions and requirements that apply to Mitel with respect to such information;
  - (f) Make available PHI in accordance with the individual's rights as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. 164.524 ;
  - (g) Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy the Covered Entity's obligations under 45 C.F.R. 164.526; and
  - (h) Make its internal practices, books, and records that relate to the use and disclosure of PHI available to the U.S. Secretary of Health and Human Services for purposes of determining compliance with HIPAA.
4. **Permitted Uses and Disclosures by Mitel.** Mitel agrees to:
    - (a) only use or disclose PHI as necessary to perform the Services delivered by Mitel to the Covered Entity that are subject to the HIPAA Rules or as required by law;
    - (b) make any use, disclosure or request for PHI consistent with the Covered Entity's minimum necessary policies and procedures;
    - (c) not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164, if done by the Covered Entity; and
    - (d) use or disclose PHI for the proper management and administration of Mitel or to carry out Mitel's legal responsibilities.
  5. **Provisions for the Covered Entity to Inform Mitel of Privacy Practices and Restrictions.** The Covered Entity agrees to:
    - (a) notify Mitel of any limitation(s) in the notice of the Covered Entity's privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Mitel's use or disclosure of PHI.
    - (b) notify Mitel of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Mitel's use or disclosure of PHI.
    - (c) notify Mitel of any restriction on the use or disclosure of PHI that the Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Mitel's use or disclosure of PHI.
  6. **Termination upon Breach of Provisions.** Covered Entity may give written notice to Mitel in the event of a breach and give Mitel twenty (20) business days to cure such breach. Covered Entity shall also have the option to immediately stop all further disclosures of PHI to Mitel if Covered Entity reasonably determines that Mitel has breached its obligations under this BAA. In the event of termination of this BAA, Mitel hereby acknowledges that the Covered Entity shall be required to report the breach to the Secretary of the U.S. Department of Health and Human Services, notwithstanding any other provision of this BAA or Underlying Agreement to the contrary.

- 7. Liability.** The limitations of liability in the Underlying Agreement (the “LOL”) shall apply to this BAA. Subject to the LOL, in the event of an actual data breach caused by Mitel not complying with the terms of this BAA, Mitel shall reimburse and pay Covered Entity for all reasonable and necessary costs and expenses (including reasonable attorney’s fees) incurred in any legally required response and as otherwise legally required to notify individuals or any third parties about such data breach, including costs for credit reports, fraud monitoring or other software or services as required under applicable laws. In the event of such a data breach, Mitel will provide reasonable cooperation to Covered Entity but will not directly notify third parties.
- 8. Obligations of Mitel upon Termination.** Upon the termination of this BAA for any reason, and unless otherwise directed by Covered Entity, Mitel shall either return or destroy all PHI received from the Covered Entity or created or received by Mitel on behalf of the Covered Entity. Mitel shall not retain any copies of such PHI. Notwithstanding the foregoing, in the event Mitel determines that returning or destroying the PHI is infeasible upon termination of this BAA, Mitel shall provide to Covered Entity notification of the reason that makes return or destruction infeasible. To the extent that it is not feasible for Mitel to return or destroy such PHI, the terms and provisions of this BAA shall survive such termination or expiration and such PHI shall be used or disclosed solely as permitted by law for so long as Mitel maintains such PHI.
- 9. No Third-Party Beneficiaries.** The parties agree that the terms of this BAA shall apply only to themselves and are not for the benefit of any third-party beneficiaries.
- 10. De-Identified Data.** Notwithstanding the provisions of this BAA, Mitel and its subcontractors may disclose non-personally identifiable health information provided that the disclosed information does not include a key or other mechanism that would enable the information to be identified.
- 11. Amendment.** Mitel and Covered Entity agree to amend this BAA to the extent necessary to allow either party to comply with HIPAA Rules and any other applicable law. All such amendments shall be made in a writing signed by both parties.
- 12. Interpretation.** Any ambiguity in this BAA shall be resolved in favor of a meaning that permits compliance with the then most current version of HIPAA Rules.
- 13. Survival.** The obligations imposed by this BAA shall survive any expiration or termination of this BAA.
- 14. Governing Law.** This BAA shall be governed by and construed in accordance with the laws of the State of Arizona and the federal laws of the U.S.A. applicable therein.
- 15. Counterparts:** This BAA may be executed in counterparts and shall become operative when each Party has executed and delivered a copy to the other Party. A signature on this BAA by one party communicated to the other by electronic transmission, such as by PDF, e-mail or facsimile, will constitute execution of this BAA.

## SCHEDULE A

### ***Supported features within MiCloud Connect Services (HIPAA compliant)***

- PBX features
- Connect client (desktop app)
- Softphone
- Voicemail
- Audio Conferencing (a.k.a. Collaboration)
- Web Conferencing (desktop sharing)
- Call Recording
- MiCloud Connect Contact Center
- Connect for Mobile
- MiCloud Connect CX

**NOTE: Any feature(s) not listed above are considered unsupported. Mitel disclaims any express or implied warranty or condition that any unsupported feature(s) within the Services complies with HIPAA. Covered Entity acknowledges and agrees that it shall not upload or transmit to the Services any PHI to any feature(s) of the Services not listed above.**

# Statement of Work

Mitel Cloud Services, Inc.



Date	Services Performed By:	Services Performed For:
	Mitel Cloud Services, Inc.	City of Seagoville 702 N Highway 175 , Seagoville, TX 75159, United States

This Statement of Work (**SOW**) is issued between City of Seagoville (“**Client**”) and **Mitel Cloud Services, Inc. (“Mitel”)**. The SOW is governed by the terms and conditions stated in the Terms and Conditions by and between Mitel and Client.

“**Services**”, means professional services activities performed by Mitel.

## Terms and Conditions

**Services:** Mitel shall provide to Client such services and deliverables as requested by Client and agreed to by Mitel and as detailed in this SOW (collectively the “**Project**”) pursuant to the **Mitel Cloud Services – Global Terms of Service** and this SOW.

**Change Orders:** Change orders (“**Orders**”) may be requested within the Period of Performance. All Orders to this SOW and acceptance or rejection of such Orders, shall be in writing via a SOW Change Order Form.

Upon Client’s submission of an Order, Mitel will promptly advise the Client of the impact on cost and delivery schedule and will provide such additional information as will permit Client to determine the reasonableness of the cost and delivery schedule impact. Client and Mitel will, in good faith, negotiate reasonable cost and delivery terms. Mitel will promptly proceed with the Order upon written agreement of such terms in the Order. Requests for more than 20% or 2 hours of configuration changes to client approved design, during delivery phase, may incur charges at the hourly rate defined in the fee schedule.

**Compensation:** Payment of fees detailed in the fee schedule of this SOW shall be pursuant to the Mitel Cloud Services Global Terms of Service.

## Period of Performance

The Services shall commence with a scheduled Kick Off meeting and shall continue through the completion of the Delivery phase. Mitel will assign one (1) resource as a single point of contact to oversee the Project to completion. Work will be scheduled Monday through Friday during the hours of 8 am to 5 pm local time (based on the time zone of the Client’s main location). Work performed outside these times or on US National Holidays are considered above scope and will be charged at a higher rate.

## Scope of Work

This section defines the scope of the Services to be delivered by Mitel. Any item that goes beyond this scope will require a separate SOW. Client agrees to provide the required internal resources to define the rules, workflow, and documents, as well as to

provide, in the requested format, the information required to implement the Mitel solution.

Throughout the Project, Mitel will host calls to review action items and provide schedule updates. Mitel shall provide the Services and Deliverable(s) for this SOW as follows:

### **Phase 1: Discover Phase**

The Discover Phase is designed to set the expectations of the Mitel Contact Center solution and ensure all parties are aware of the responsibilities they will own through this process. As part of this, the Mitel team will work to gather the information needed to successfully deliver the Contact Center solution to the customer. At the completion of this phase, Mitel will document the solution.

#### *SOW Review*

- The SOW is reviewed by Mitel to identify primary Client account stakeholders and to ensure all information to complete the SOW has been transferred from Mitel Sales.

#### *Project Communication*

- **Kick Off Meeting:** Mitel will schedule an introduction call with the Client. The primary objective is to communicate the roles, responsibilities, and requirements of the Project and review the timeline along with any dependencies.

#### *Requirements*

- Client desires to implement Package A of the MiCloud Connect Contact Center and agrees to provide the necessary configuration information to Mitel as outlined in the [Project Responsibilities](#) section.
- Client and Mitel will designate a single point of contact for the transfer of information for the duration of the Project.
- Client will ensure all stakeholders are available to participate in discovery calls.
- If third party vendors are involved in the Project, Client and Mitel will make every effort to coordinate discovery calls to ensure their participation.

### **Phase 2: Design Phase**

In the Design Phase, Mitel coordinates supporting resources to verify information provided in the Mitel Contact Center Discovery Form which states:

- Client wishes to deploy **Package A** of MiCloud Connect Contact Center for up to twenty-five (25) Contact Center Agents.
- Mitel will design and deploy the solution which supports the following features/options:

#### *(Figure 1)*

Inbound Voice Numbers	2 max
Call Flows	2 max
Call Profiles	2 max
Queue Announcements	2 max
Groups	2 max
Predefined historical reports	2 max
IVR (pkg of 20)	1 max
Agent Class of Service	2 max
KPI Boards (via AIC)	2 max

#### *Project Communication*

- **Update Meetings:** Mitel will host regularly scheduled calls (typically weekly) with all relevant parties to address actions items and provide schedule updates.

### *Design Deliverable*

- As part of the solution offering, Mitel will provide drawings/diagrams that outline the design.

### *Design Acceptance*

- Once the Design is complete, Client will sign-off on this phase of the Project and the Delivery Phase will begin.

### *Requirements*

- Mitel will provide the Workbook document, along with any drawings/diagrams that outlines the design via email.
- Client must approve the design via email reply.
- Once the approval email is received by Mitel, the Delivery phase can begin.

## **Phase 3: Delivery Phase**

In the Delivery Phase, Mitel works with the responsible parties to configure and turn up the solution defined in this SOW.

### *Project Communication*

- **Delivery Meetings:** Mitel will coordinate calls with all relevant parties to schedule dates to:
  - Execute the solution – Mitel will work with Client and relevant third parties to execute the solution for testing which includes:
    - Logging in/out of Agents
    - Test AIC which includes Break codes and Queues
    - Logging in/out of Supervisors
    - Test Agent Manager, GCCS and access to CC Director
    - Dial in to the test number and verify the call flow, the CC hold treatment and any overflow settings.
  - Train – Mitel will work with Client to provide available training material/class information.
  - Go-Live – Once training is complete and the tests are deemed successful, the solution will be placed in production.

### *Training*

- If required as part of this SOW, training will be delivered to Client by Mitel or Third-Party vendor. Training may be delivered as collateral, self-paced or instructor led classes.
  - Training provided by third party vendors will be the responsibility of those vendors and may fall outside the scope of this SOW.

### *Delivery Acceptance*

- Once the test is complete and any applicable training has been performed, Client will sign-off on the solution and the Project will move to Go-Live status.

### *Requirements*

- Figure 1 outlines the features/options that are available as part of this SOW.
- Client will provide the necessary details to configure each feature to be deployed.

## Project Responsibilities

TASK	RESPONSIBLE
<b>Designate a single point of contact for the Project</b>	Client, Mitel
<b>Determine Project timeline and meetings</b>	Client, Mitel
<b>Send meeting invites to relevant parties</b>	Mitel
<b>Attend Project meetings</b>	Client, Mitel
<b>Provide configuration data for CC Solution</b>	Client
<b>Provide properly formatted prompts/recordings</b>	Client
<b>Provide Agent training on CC Solution</b>	Mitel
<b>Provide Supervisor training on CC Solution</b>	Mitel
<b>Provide Admin training on CC Solution</b>	Mitel
<b>Test CC Solution</b>	Client, Mitel
<b>Cutover to MiCloud Connect Contact Center</b>	Mitel

## Fee Schedule

This SOW is being provided on a Time & Materials basis at a rate of \$200.00 per hour, for an estimated total of \$1,500 ("Project Cost").

## Completion Criteria

Once the Delivery Phase is complete, Mitel will perform a Post Go-Live Review with the Client. This signifies the end of the Project and engagement with Mitel Services. Future adds, moves, changes, requests, questions or concerns will go through the Mitel Support processes.

If the Post Go-Live Review is not completed within seventy-two (72) hours of Go-Live due to no response from the Client, the parties agree that the Project concludes by default as accepted.

## Out of Scope

- Solutions or features not described in this SOW are out of scope.
- All work performed by Mitel will be completed remotely unless specifically defined as part of this SOW.
- Work performed + out of the days times outlined in the Period of Performance.

**IN WITNESS WHEREOF**, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Client

By: \_\_\_\_\_  
Name:  
Title:

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

**Meeting Date: November 2, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving the Keep Seagoville Beautiful Annual Arbor Day Event.

### **BACKGROUND OF ISSUE:**

The Keep Seagoville Beautiful Commission hosts an annual; Arbor Day event each year on the first Saturday in November. The event is a part of the City's Storm Water Program and has become a tradition in the community. The Keep Seagoville Beautiful Commission respectfully requests permission to proceed with the event for 2020. Modifications to the traditional event details are proposed in order to accommodate COVID-19 risks during the pandemic.

### **FINANCIAL IMPACT:**

ONCOR Electric Delivery has offered to sponsor this event as they have since its inception fourteen years ago. Funds provided by ONCOR will be used to purchase masks, distance markers, hand sanitizer and wipes for use by KSB members and attendees.

### **RECOMMENDATION:**

To allow the KSB Commission to proceed with the Arbor Day event.

### **EXHIBITS:**

Exhibit A – KSB Arbor Day Event Modification Plan

The Keep Seagoville Beautiful Commission would like to move forward with planning the Annual Arbor Day Event scheduled for November 7, 2020. In recognition of the challenges in observing social distancing protocols the KSB Commission has made numerous modifications to the event in order to help keep participants safe.

- This year the KSB Commission will not set up activity, information and demonstration tables. Informational brochures and activity sheets will be passively distributed to participants who wish to take advantage of items offered.
- In the past KSB has utilized school age volunteers to help direct attendees, assist with presentation of activities and help with loading plant and tree stock. Volunteers were also fed lunch as appreciation for their effort. KSB Commission will present and conduct the event without volunteers this year.
- The number of tree and plant stock items that will be made available will be reduced. Typically, the KSB Commission was given 600 to 900 trees and or plant stock to sell at the event. This year the numbers will be limited to 300 - 400 items.
- KSB Members will wear face coverings and all marketing information will recommend and remind participants of the use of face coverings and social distancing protocols. Hand Sanitizer will be made available to participants and KSB Commission members.
- This year's Arbor Day event will include an opportunity for local residents to access to a mobile document shredding service. Sierra Shred will be onsite with a mobile shredding unit. Their staff will be masked and gloved at all times and attendees will remain in their vehicles. Sierra staff will remove the items from the vehicles and place them in the shred bin for shredding. Participants can see their items being shredded from their cars.

## *Regular Session Agenda Item: 4*

**Meeting Date:** November 2, 2020

**ITEM DESCRIPTION:**

Discuss truck parking along Highway 175.

**BACKGROUND OF ISSUE:**

Councilmember Fruin requested this item.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

N/A

## *Regular Session Agenda Item: 5*

**Meeting Date: November 2, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, appointing the Presiding Judge to the City of Seagoville Municipal Court of Record; authorizing the related agreement for service; and providing an effective date.

### **BACKGROUND OF ISSUE:**

Section 5.03. of the Code of Ordinances of the City of Seagoville, Texas provides for the appointment of the Municipal Court Judge, who shall serve at the pleasure of the Council. Janice McKee presently serves as Presiding Municipal Court Judge. She wishes to be reappointed and renew her Agreement.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

**CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO. \_\_-R-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPOINTING THE PRESIDING JUDGE TO THE CITY OF SEAGOVILLE MUNICIPAL COURT OF RECORD; AUTHORIZING THE RELATED AGREEMENT FOR SERVICE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 5.03. of the Code of Ordinances of the City of Seagoville, Texas provides for the appointment of the Municipal Court Judge, who shall serve at the pleasure of the Council; and

**WHEREAS**, Janice Mckee presently serves as Presiding Municipal Court Judge; and

**WHEREAS**, she wishes to be reappointed and renew her Agreement; and

**WHEREAS**, the City Council finds it to be in the public interest to appoint Janice Mckee as the Presiding Judge for the Seagoville Municipal Court of Record.

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

**Section 1.** Janice Mckee is hereby appointed to serve as the Presiding Municipal Court Judge for the Municipal Court of Record in the City of Seagoville, Texas, for a term of two years commencing November 17, 2020.

**Section 2.** The City Manager is hereby authorized to sign an agreement, in substantially the form of the agreement attached hereto as Exhibit "A", on behalf of the City with Judge Mckee setting forth her duties and responsibilities with respect to the office appointed and the professional service fees for performance of those duties.

**Section 3.** This Resolution shall be effective immediately upon its approval.

**PASSED AND APPROVED this the 2<sup>th</sup> day of November, 2020**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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**Victoria Thomas, City Attorney**  
**(102920vwtTM118861)**

**EXHIBIT "A"**  
**[Agreement with J. Mckee]**

**THE STATE OF TEXAS** §  
**COUNTIES OF DALLAS/KAUFMAN** § **MUNICIPAL JUDGE AGREEMENT** §

This agreement is made by and between the City of Seagoville (herein called "City"), a home rule municipal corporation located in Dallas and Kaufman Counties, Texas, and Janice Mckee (herein called "Judge), who has an office at 405 Ripplewood Drive, Mesquite, Texas 75150.

City and Judge agree as follows:

1. The City, acting by and through its City Council, exercising its discretion pursuant to the City Charter, Code of Ordinances, and the laws of State of Texas has by resolution appointed Janice Mckee as the Presiding Judge of the Seagoville Municipal Court for the compensation stated in this Agreement for a term of two (2) years commencing November 17, 2020.

2. The Judge agrees to perform the services of Presiding Judge of the Seagoville Municipal Court and to maintain eligibility and the appropriate licenses as may be required by law to serve in such capacity for a term of two (2) years commencing the 17<sup>th</sup> day of November 2020 and to conclude on the 16<sup>th</sup> day of November 2022.

3. Compensation shall be at a rate of sixty dollars (\$60.00) per hour, portal to portal, for services which include presiding over municipal court proceedings for and on behalf of the Seagoville Municipal Court as its Presiding Judge, to conduct such services as may be required from time-to-time, including but not limited to, arraignments, issuance of search, arrest and/or capias warrants, and such administrative duties and responsibilities as are necessary and incidental to the office of the Presiding Judge of the Municipal Court of the City of Seagoville.

4. The Judge shall provide time and billing records to the City to reflect the time dedicated to the service for and on behalf of the Municipal Court.

5. The Judge is not and shall not be deemed an employee of the City for any purpose and agrees that she serves solely as an independent contractor.

6. The Judge further acknowledges and agrees that she shall not undertake to exercise her discretion as Presiding Judge from improper influences and shall act as she deems appropriate under her independent judgment as the Presiding Judge of the Municipal Court.

7. The Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to conduct herself in a judicial demeanor at all times in representing the City.

8. If the Judge is a licensed attorney or becomes a licensed attorney, the Judge is not precluded from performing such legal services in maintaining her private practice of law and nothing construed herein shall preclude her from maintaining her private legal practice.

9. The Judge hereby agrees not to knowingly undertake or involve herself in any matter that would compromise or conflict with her duties and responsibilities as the Municipal Court Judge or, if a licensed attorney, otherwise knowingly undertake to represent a client on a legal matter against the City.

10. The Parties to this agreement hereby acknowledge that the Judge can be removed for cause in accordance with State Law as provided for in such cases.

11. City agrees, with regard to the services provided herein and to the extent allowed by applicable law, to indemnify and hold harmless the Judge for any act, claim or liability for negligence, gross negligence acting on behalf of the City and shall maintain adequate insurance or liability coverage to effectuate this provision.

12. This Agreement consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference, if any. This Agreement constitutes the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statement, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

13. The City or the Judge may terminate this Agreement in accordance with state law. If the Agreement is terminated as provided herein, the Judge's fee would be paid for hours worked, which have not already been compensated, performing the services of the City covered by this Agreement.

14. Unless written notice of intent not to renew is provided one hundred (100) days prior to the expiration of this agreement, it shall automatically renew for one (1) additional two (2) year term.

15. The City shall pay an appropriate portion to reimburse the Judge's tuition and travel expenses, which shall include lodging and meals, for mandatory judicial continuing education. For the purposes of this Agreement, the appropriate portion shall be determined pro-rata considering the number of Courts wherein the Judge presides.

16. Both the Judge and the City represent that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Agreement.

17. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties shall be governed by the law of the State of Texas and any venue for any action concerning this Agreement shall be in Dallas County, Texas.

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

**EXECUTED** this \_\_\_\_ day of November, 2020.

**PRESIDING JUDGE  
Janice Mckee**

**By:** \_\_\_\_\_

**CITY OF SEAGOVILLE**

**By:** \_\_\_\_\_  
**Pat Stallings, City Manager**

**ATTEST:**

\_\_\_\_\_  
**By: Kandi Jackson, City Secretary**

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

**Meeting Date: November 2, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, appointing Kimberly Lafferty as the Alternate Associate Municipal Judge to the City of Seagoville Municipal Court of Record; authorizing the related Agreement for Service; and providing an effective date.

### **BACKGROUND OF ISSUE:**

Section 5.03 of the Code of Ordinances of the City of Seagoville, Texas provides for the appointment of the Municipal Court Judges for the Seagoville Municipal Court, who shall serve at the pleasure of the Council. Kimberly Lafferty presently serves as an Alternate Municipal Court Judge and wishes to be reappointment and renew her Agreement.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

**CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO. \_\_-R-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPOINTING KIMBERLY LAFFERTY AS THE ALTERNATE ASSOCIATE MUNICIPAL JUDGE TO THE CITY OF SEAGOVILLE MUNICIPAL COURT OF RECORD; AUTHORIZING THE RELATED AGREEMENT FOR SERVICE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 5.03 of the Code of Ordinances of the City of Seagoville, Texas provides for the appointment of the Municipal Court Judges for the Seagoville Municipal Court, who shall serve at the pleasure of the Council; and

**WHEREAS**, Kimberly Lafferty presently serves as an Alternate Municipal Court Judge and wishes to be reappointment and renew her Agreement; and

**WHEREAS**, the City Council finds it to be in the public interest to appoint Kimberly Lafferty as the Alternate Associate Judge for the Seagoville Municipal Court of Record.

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

**Section 1.** Kimberly Lafferty is hereby reappointed to serve as the Alternate Associate Municipal Court Judge for the Municipal Court of Record in the City of Seagoville, Texas, for a term of two years commencing on the effective date of this Resolution, and the Agreement for such services, attached hereto as Exhibit "A" is approved.

**Section 2.** The City Manager is hereby authorized to sign an agreement in substantially the form of that attached hereto as Exhibit "A" on behalf of the City with Kimberly Lafferty setting forth her duties and responsibilities with respect to the office appointed and the professional service fees for performance of those duties.

**Section 3.** This Resolution shall be effective immediately upon its approval.

**PASSED AND APPROVED this the \_\_\_\_ day of November, 2020**

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM AND LEGALITY:**

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**Victoria Thomas, City Attorney**

**THE STATE OF TEXAS** §  
**COUNTIES OF DALLAS/KAUFMAN** § **ALTERNATE ASSOCIATE MUNICIPAL JUDGE**

This agreement is made by and between the City of Seagoville (herein called "City"), a home rule municipal corporation located in Dallas and Kaufman Counties, Texas, and Kimberly Lafferty (herein called "Alternate Associate Municipal Judge"), who has an office at 3100 Independence Parkway, Suite 311, Plano, Texas 75075.

The City and Alternate Associate Municipal Judge agree as follows:

1. The City, acting by and through its City Council, exercising its discretion pursuant to the City Charter, Code of Ordinances, and the laws of State of Texas, by resolution has appointed Kimberly Lafferty as an Alternate Associate Municipal Judge of the Seagoville Municipal Court and agreed to compensate the Alternate Associate Municipal Judge for her services as hereinafter set forth.
2. In the absence of both the Presiding and Associate Municipal Judge, the Alternate Associate Municipal Judge agrees to perform the services of Presiding Judge of the Seagoville Municipal Court and to maintain eligibility and the appropriate licenses as may be required by law to serve in such capacity for a term of two (2) years commencing the 17<sup>th</sup> day of November 2020 and concluding on the 16<sup>th</sup> day of November 2022.
3. Compensation shall be at a rate of sixty (\$60.00) per hour, portal to portal, for services which would include presiding over municipal court proceedings for and on behalf of the Seagoville Municipal Court as its Presiding Judge, to conduct such services as may be required from time-to-time, including but not limited to, arraignments, issuance of search, arrest and/or capias warrants, and such administrative duties and responsibilities as are necessary and incidental to the office of the Alternate Associate Municipal Judge of the Municipal Court of the City of Seagoville.
4. The Alternate Associate Municipal Judge shall provide time and billing records to the City to reflect the time dedicated to the service for and on behalf of the Municipal Court.
5. The Alternate Associate Municipal Judge is not and shall not be deemed an employee of the City for any purpose and agrees that he serves solely as an independent contractor.
6. The Alternate Associate Municipal Judge further acknowledges and agrees that she shall not undertake to exercise her discretion as Judge from improper influences and shall act as she deems appropriate under her independent judgment as the Presiding Judge of the Municipal Court.
7. The Alternate Associate Municipal Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to conduct herself in a judicial demeanor at all times in representing the City.

8. If the Alternate Associate Municipal Judge is a licensed attorney or becomes a licensed attorney, the Alternate Associate Municipal Judge is not precluded from performing such legal services in maintaining her private practice of law and nothing construed herein shall preclude her from maintaining her private legal practice.

9. The Alternate Associate Municipal Judge hereby agrees not to knowingly undertake or involve herself in any matter that would compromise or conflict with her duties and responsibilities as the Municipal Court Judge or, if a licensed attorney, otherwise knowingly undertake to represent a client on a legal matter against the City.

10. The Parties to this agreement hereby acknowledge that the Alternate Associate Judge can be removed for cause in accordance with State Law as provided for in such cases.

11. City agrees, with regard to the services provided herein and to the extent allowed by applicable law, to indemnify and hold harmless the Alternate Associate Municipal Judge for any act, claim or liability for negligence, gross negligence acting on behalf of the City and shall maintain adequate insurance or liability coverage to effectuate this provision.

12. This Agreement consists of this document, upon which the parties have affixed their signatures, and those documents specifically incorporated herein by reference, if any. This Agreement constitutes the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statement, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

13. The City or the Alternate Associate Municipal Judge may terminate this Agreement in accordance with state law. If the Agreement is terminated as provided herein, the Alternate Associate Municipal Judge 's fee would be paid for hours worked, which have not already been compensated, performing the services of the City covered by this Agreement.

14. Unless written notice of intention not to renew is provided at least (60) days prior to the expiration of this agreement, it will automatically renew for one (1) additional two (2) year term.

15. The City shall pay an appropriate portion to reimburse the Alternate Associate Municipal Judge's tuition and travel expenses, which shall include lodging and meals, for mandatory judicial continuing education. For the purposes of this Agreement, the appropriate portion shall be determined pro-rata based on the number of Courts wherein the Alternate Associate Municipal Judge presides.

16. Both the Alternate Associate Municipal Judge and the City represent that they have full capacity and authority to grant all rights and assume all obligations that they have granted and assumed under this Agreement.

17. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties shall be governed by the law of *the* State of Texas and any venue for any action concerning this Agreement shall be in Dallas County, Texas.

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2020

**ALTERNATE ASSOCIATE MUNICIPAL JUDGE**

\_\_\_\_\_  
**Kimberly Lafferty**

**CITY OF SEAGOVILLE, TEXAS**

**By:** \_\_\_\_\_  
**Patrick Stallings, City Manager**

**Attest:** \_\_\_\_\_  
**Kandi Jackson, City Secretary**

## *Regular Session Agenda Item: 7*

**Meeting Date: November 2, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving the purchase of Personal Protective Equipment (PPE) for Seagoville Elementary Schools from COVID-19 Grant Funds.

### **BACKGROUND OF ISSUE:**

The City of Seagoville received COVID -19 Grant Funds on June 29, 2020 totaling \$925,925. These funds can be used for programs related to COVID relief efforts. The deadline for requests for funds is October 30, 2022. Items to be purchased include; face shields, masks, gloves and sanitizer-dispensing equipment and supplies.

### **FINANCIAL IMPACT:**

The City of Seagoville will be spending approximately \$5,000 on personal protective equipment (PPE) supplies for the three public elementary schools in Seagoville.

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS:**

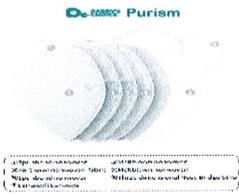
PPE supply list

# CARES Act Seagoville Schools Donation Proposal

## Seagoville Elementary - Central Elementary - Seagoville North Elementary

Face Shields	Amazon		1 pack of 200 @	179.00		
			Qty.	1.00		
				179.00	\$	179.00

Disposable Masks	Amazon		<u>2000@</u>	159.99		
			Qty.	3.00		
				479.97	\$	479.97

KN95 Masks	Amazon		<u>20@</u>	34.00		
			Qty.	9.00		
				306.00	\$	306.00

Disposable Masks-Kids	Amazon		<u>50@</u>	14.99		
			Qty.	60.00		
				899.40	\$	899.40

Touchless Gel Dispenser	Quill		<u>1@</u>	25.99		
			Qty.	6.00		
				155.94	\$	155.94

Gel Dispenser Stand	Quill		1@	103.99	
			Qty.	6.00	
				623.94	\$ 623.94

Alcohol Wipes	Quill		1@	2.99	
			Qty.	45.00	
				134.55	\$ 134.55

Nitril Gloves	Quill		1@	152.99	
			Qty.	3.00	
				458.97	\$ 458.97

Purell Gel Refill	Quill		1- 4pack@	72.99	
			Qty.	18.00	
				1,313.82	\$ 1,313.82

Case Pack - 4

Purell Gel 8 Oz.	Quill		1-12 pack@	74.99	
			Qty.	6.00	
				449.94	\$ 449.94

**Total** \$ 5,001.53

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

**Meeting Date: November 2, 2020**

### **ITEM DESCRIPTION**

Discuss and consider approving the use of COVID 19 Grant funds to reimburse the City for COVID Pay, COVID overtime pay, COVID out-of-capacity pay and First Responder regular time pay for the time period from March 2020 to October 2020.

### **BACKGROUND OF ISSUE:**

The City of Seagoville received grant funds in June 2020 for COVID-19 related programs. The grant fund request period ended October 30, 2020.

### **FINANCIAL IMPACT:**

This request for funding is for the balance in the City's COVID Grant account, approximately \$433,000.

### **RECOMMENDATION:**

Staff recommends approval.

### **EXHIBITS**

CARES Request for Personnel Costs 2020

DCHHS CARES, Team

The City of Seagoville would like to submit the following for COVID Grant Fund reimbursement. We have a significant balance after all of our requests have been funded. Our balance estimate after all programs/requests have been funded is approximately \$433,456. Of course, the numbers I am providing in this email are estimates. We will provide documentation and specific numbers to support this request.

COVID Pay (EFMLA leave entitlements, illness or quarantine)	\$ 34,610.87
COVID Overtime Pay	\$ 3,667.98
COVID Out-of-Capacity Pay	<u>\$ 778.89</u>
<b>TOTAL of</b>	<b>\$39,058</b>
Police Pay, March 2020 to October 2020	<b>\$ 898,873</b>
Fire Pay, March 2020 to October 2020	<b>\$861,652</b>
Dispatch Pay, March 2020 to October 2020	<u><b>\$282,008</b></u>
<b>Combined Pay Total</b>	<b>\$2,081,591</b>
<b>COVID Grant Estimated Balance</b>	<b>\$433,453</b>

Thank you,  
Jimmy Stephens

## *Regular Session Agenda Item: 9*

**Meeting Date:** November 2, 2020

**ITEM DESCRIPTION:**

Discuss and consider approving a one-time payment for COVID-19 hazard pay to front line employees in the amount of One Thousand Dollars (\$1,000.00) per employee

**BACKGROUND OF ISSUE:**

Mayor Pro Tem Epps requested this item.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

N/A

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

**Meeting Date:**                    **November 2, 2020**

### **ITEM DESCRIPTION:**

Conduct a public hearing on a request to grant a zoning change from R-5, Residential Single Family-5, to C, Commercial, on an approximately 0.040± acre tract in the Henry D. Bohannon Survey Abstract 178, commonly referred and being a part of 210 North Kaufman Street in the City of Seagoville, Dallas County, Texas.

### **BACKGROUND OF ISSUE:**

Owner Julio Torres is requesting the change.

The land is unimproved. The owner wants to build a storage building.

The original property line along McWhorter Street was also the zoning district boundary line between Commercial (towards Kaufman Street) and Residential (away from Kaufman Street). The property is inside the 1925 city limits of Seagoville. 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.

A legal ad was published per the Texas Local Government Code in the Tuesday, September 1, 2020 edition of the Daily Commercial Record newspaper. Including the parcel in question, there are twenty-one (21) properties plus part of four (4) public streets within 200-feet of the boundary of the subject area. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Wednesday, September 2, 2020. No (zero) letters were returned as undeliverable by the U.S. Postal Service. No (zero) letters were returned against the request. Three (3) letters and one (1) verbal response were returned in favor of the request. Any responses received after the emailing of the packet to the Commissioners will be provided at the meeting. Other than the applicant, no (zero) other people spoke for or against the request at the Planning and Zoning Commission meeting.

For the City Council meeting, a legal ad was published again per the Texas Local Government Code in the Thursday, October 1, 2020 and Friday, October 16, 2020, edition of the Daily Commercial Record newspaper. As of the date of this report, Tuesday, October 27, 2020, no (zero) additional letters were returned as undeliverable by the U.S. Postal Service and no (zero) additional written responses have been received. Staff will make the Council members aware of any additional responses received at their meeting.

## **FINANCIAL IMPACT:**

Not applicable

## **RECOMMENDATION:**

On September 22, 2020, the Planning and Zoning Commission voted five (5) to zero (0) in favor of recommending to City Council to approve with conditions the request to grant a zoning change from R-5, Residential Single Family, to C, Commercial, on approximately 0.040± acres of property in the Henry D. Bohannon Survey Abstract 178 and being a part of 210 North Kaufman Street, Seagoville, Dallas County, Texas. There were four (4) conditions of approval.

- The Board of Adjustments decide on the already-requested variances.
- A site plan with building setbacks (showing the existing and proposed structures) needs to submit for P&Z review and approval prior to issuance of building permit.
- A parking plan for entire site (for existing and proposed structures) needs to submit for P&Z review and approval prior to issuance of building permit.
- A landscaping plan (which can be conceptual but must identify type/category and quantities of plant materials) needs to submit for P&Z review and approval prior to issuance of building permit.

Staff also supports the requested change with the above listed conditions of approval.

## **EXHIBITS:**

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

1. Staff Report (10 pages)
2. 2019 aerial photograph from DCAD website
3. Dimensional map from DCAD website
4. Zoning map reference (dimensional map with zoning added)
5. Zoning application
  - a. Applications
  - b. 2013 survey (11x17)
6. Notice to newspaper
  - a. Notice for Planning & Zoning Commission
  - b. Notice for City Council (2)
7. Notice to neighbors
  - a. Planning & Zoning Commission notice to property owners within 200 feet (2 pages)
  - b. Responses received from letters (3 pages)
8. List of property owners within 200 feet of subject parcel



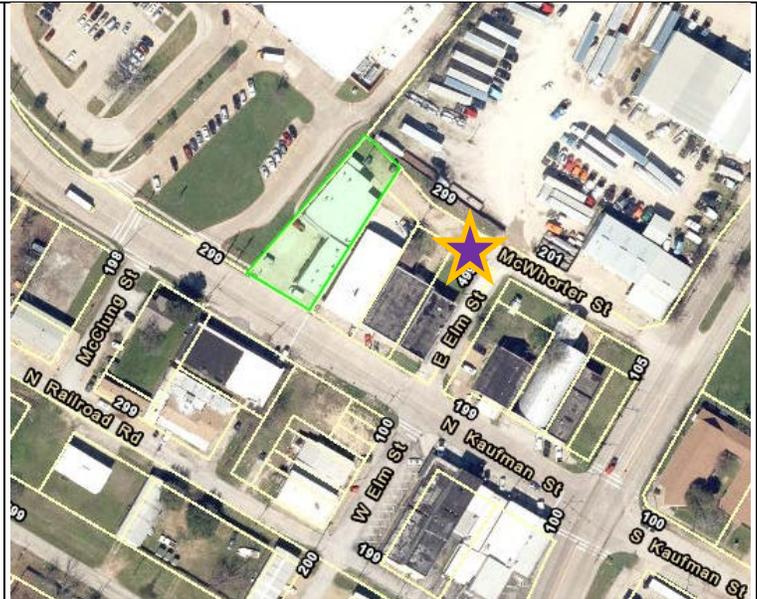
COMMUNITY DEVELOPMENT  
702 NORTH HIGHWAY 175  
SEAGOVILLE, TX 75159  
PHONE: (972) 287-2050

**DATE:** NOVEMBER 2, 2020  
**AUTHOR:** JENNIFER BONNER, PLANNER  
**APPLICANT:** JULIO TORRES  
**PARCEL:** 50026500030040000  
**LOCATION:** 210 NORTH KAUFMAN STREET

**REQUEST SUMMARY:**

The applicant is requesting that the abandoned McWhorter Street right-of-way (under the purple star outlined in orange) behind 210 North Kaufman Street have the zoning changed from R-5, Residential Single Family, to the C, Commercial, zoning district. The lot has been zoned R-5 since some time prior to 1978. The property is inside the 1925 city limits of Seagoville.

The owner wants to build a storage building on the area requesting to have its zoning changed.



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

SIZE OF PROJECT	EXISTING ZONING	SURROUNDING ZONING	EXISTING LAND USE	SURROUNDING LAND USE
0.040+ acres	R-5, Single Family Residential	<b>North:</b> R-5, Single Family Residential <b>West:</b> C, Commercial <b>East:</b> C, Commercial <b>South:</b> C, Commercial	Intersection of the Central Area and Public / Semi-Public	<b>North:</b> Public / Semi-Public <b>West:</b> Public / Semi-Public <b>East:</b> Central Area <b>South:</b> Central Area

**PLANNING AND ZONING COMMISSION RECOMMENDATION:**

On September 22, 2020, the Planning and Zoning Commission voted five (5) to zero (0) in favor of recommending to City Council to approve with conditions the request to grant a zoning change from R-5, Residential Single Family, to C, Commercial, on approximately 0.040± acres of property in the Henry D. Bohannon Survey Abstract 178 and being a part of 210 North Kaufman Street, Seagoville, Dallas County, Texas. There were four (4) conditions of approval.

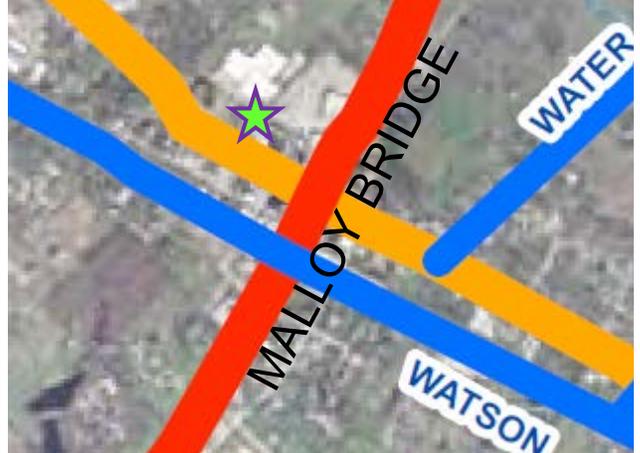
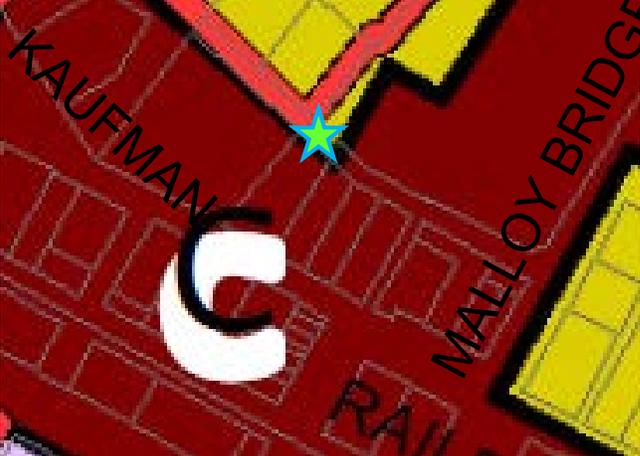
- The Board of Adjustments decide on the already-requested variances.
- A site plan with building setbacks (showing the existing and proposed structures) needs to submit for P&Z review and approval prior to issuance of building permit.
- A parking plan for entire site (for existing and proposed structures) needs to submit for P&Z review and approval prior to issuance of building permit.
- A landscaping plan (which can be conceptual but must identify type/category and quantities of plant materials) needs to submit for P&Z review and approval prior to issuance of building permit.

<b>Planning and Zoning Commission reviews and makes a recommendation to the City Council, which makes the final decision on the request.</b>	
Detailed explanations follow on the attached pages.	
<b>STANDARD:</b>	<b>ANALYSIS:</b>
Development Calendar (Deadlines)	Has Met
Application(s) Requirements	Has Met
Zoning Code	Has Met

**STAFF REPORT  
Z2020-12**

Staff also supports the requested change with the above listed conditions of approval.

**COMPARISON TO ADOPTED CITY MASTER PLANS**

STAFF ANALYSIS	PLAN GOALS OR GUIDELINES
<b>2002 Comprehensive Land Use Plan and Map</b>	
<p>The area in the request (under the light green star outlined in yellow) shows to be on the edge of the red-and-blue area that is the Central Area, which was also the original town of Seagoville.</p> <p>In 2002, the light yellow colored areas were expected to remain Low Density Residential. The blue areas to the north and west are now part of the adjacent elementary school, shown here as mostly a Public/Semi-public area.</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Meets Standard</p> 
<b>2006 Master Thoroughfare Plan and Map</b>	
<p>The area in the request (under the green star outlined in purple) is abandoned right-of-way of McWhorter Street. The closest colored line on the map is Kaufman Street in orange. Malloy Bridge Road is in red.</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Meets Standard</p> 
<b>2009 Zoning Plan and Map</b>	
<p>The areas in mustard yellow in the map to the right are zoned R-5, Residential Single Family. The thick black lines are the zoning district boundaries. The area under consideration is under the green star outlined in blue.</p> <p>The map shows that adjoining properties on two (2) sides of the abandoned right-of-way under consideration are zoned R-5, Residential Single Family. The other two (2) sides of the abandoned right-of-way in the request are zoned C, Commercial.</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Meets Standard</p> 

REVIEW CRITERIA	STAFF ANALYSIS	
1. Will the use be designated, located, and operated so that the public health, safety, and welfare will be protected?	Yes	The owner does not plan for the storage building to connect to any utility (water, sewer, electricity, gas, phone, fiber).
2. Will the land use be compatible with other area properties located nearby?	Yes	While the large property to the north and east is shown as a mixture of both residential and commercial, the entire lot is used commercially. Existing zoning has been in place since 1977.
3. Will the use be in compliance with all of the provisions of the Zoning Amendments portion of the Municipal Code?	Yes	The requirements for the change in zoning have been met (application, legal notifications, etc.).
4. Will the use be compliant with all applicable provisions in the Code for the district in which the use is to be located?	Yes	The proposed storage building will be used by the applicant as part of his business.
5. Will the use facilitate public convenience at that location?	Yes	The area under consideration is abandoned right-of-way of McWhorter Street. The area still shares access with that street on its eastern side.
6. Will the use conform to off-street parking and loading requirements?	No	No parking plan has been provided. At least one parking space per 1,000 square feet of floor area will need to be provided. If the area is used for parking by employees in the existing building, then a parking calculation for the entire parcel will need to be provided with a site plan that the P&Z also needs to review and approve.
7. Are all of the ingress, egress, and pedestrian ways adequate?	Yes	No site plan has been provided. Ingress and egress will have to be from existing McWhorter Street, unless the proposed building is constructed with a shared wall (and doorway) of the existing building.
8. Have safeguards limiting noxious or offensive emissions, including light, noise, glare, dust, and odor been addressed?	Yes	The applicant plans to storage building on the subject area. Once the building is constructed, Code Enforcement will deal with any issues that might arise.
9. Will the proposed landscaping and screening be compliant with all City regulations?	No	No landscaping plan has been provided. A landscaping plan needs to be reviewed and approved by the P&Z prior to the approval of the storage building permit. Minimum landscaping requirements can be found in code section 25.02.507.
10. Will the signage be compliant with those portions of the Municipal Code?	Yes	Since the planned building will be on the rear of the property, no signage will be allowed in this area of the site except for required access and parking.
11. Will all open space(s) be maintained by the owner/developer?	Yes	The applicant will be required to continue to maintain the property.
12. 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	No site plan has been provided. A site plan needs to be reviewed and approved by the P&Z prior to the approval of the storage building permit. The dimensions of the subject area do not meet any code minimums for residential or lower level business zoning districts. Commercial and industrial zoning districts have no site size or shape minimums unless the property adjoins a residential property.

**STAFF REPORT  
Z2020-12**

REVIEW CRITERIA	STAFF ANALYSIS	
13. Will granting the permit be authorizing less than the minimum requirements in regards to height, area, setbacks, parking, or landscaping?	Yes	No site plan has been provided. The proposed storage building will have to meet all applicable codes when applied for. A variance has been submitted for a reduction in the setback along the school and the trucking company properties with the assumption that this zoning request will be approved.
14. Have the provisions of the existing master thoroughfare plan been met to protect the public interest?	Yes	The land under consideration is an old street right-of-way that was abandoned several years ago. Staff is working with the owner to get the property platted so that the subject area is included within the boundary of the property addressed 210 North Kaufman Street.
15. Have the provisions of any existing future land use plan been met to protect the public interest?	Yes	Chapter 5 (Future Land Use) of the 2002 Comprehensive Plan provides suggestions on locations for different types of land use.
16. Have the provisions of any existing capital improvements plan been met to protect the public interest?	N/A	There is no active capital improvement plan.
17. Have the provisions of any community facilities plan been met to protect the public interest?	N/A	Changing the zoning of a parcel does not affect the any portion of a city Plan. When a property is developed, the site is reviewed against all city Plans.
18. Have the provisions of any other adopted document for providing required necessary public facilities been met to protect the public interest?	N/A	Chapter 8 (Public Facilities) of the 2002 Comprehensive Plan addresses municipal facilities primarily. Changing the zoning of a parcel does not affect the any portion of a city Plan.

**Public Comments Received:** A legal ad was published per the Texas Local Government Code in the Tuesday, September 1, 2020 edition of the Daily Commercial Record newspaper. Including the parcel in question, there are twenty-one (21) properties plus parts of four (4) public streets within 200-feet of the boundary of the subject parcel. The owners of each parcel were notified by mail on Wednesday, September 2, 2020. No (zero) letters were returned as undeliverable by the U.S. Postal Service. No (zero) letters were returned against the request. Three (3) letters and one (1) verbal response were returned in favor of the request.

For the City Council meeting, a legal ad was published again per the Texas Local Government Code in the Thursday, October 1, 2020 and Friday, October 16, 2020, edition of the Daily Commercial Record newspaper. As of the date of this report, Tuesday, October 27, 2020, no (zero) additional letters were returned as undeliverable by the U.S. Postal Service and no (zero) additional written responses have been received. Staff will make the Council members aware of any additional responses received at their meeting.

**Other Staff Comments:** Below is a table comparing the land uses listed in the municipal code for each relevant zoning district. Refer to the table to the right for the symbols depicting which land uses that would be permitted or require a special use permit in the land use table. Any other land use would be prohibited. The land uses in the table is arranged by zoning district and then the land uses are listed alphabetically.

Table Key:	Zoning District:
<b>P</b> = Permitted land use	<b>R-5</b> , Residential Single-family
<b>SUP</b> = Special Use Permit required	<b>O</b> , Office
A blank box in the table means that land use is <i>prohibited</i> in that zoning district.	<b>LR</b> , Local Retail
	<b>C</b> , Commercial

Type of Use	Zoning District	Business			
	Residential	R-5	O	LR	C
Accessory buildings	P				
Addition of pre-packaged food or beverages sales to a retail or business already operating	SUP	SUP	SUP	SUP	SUP
Airport or airport facilities	SUP	SUP	SUP	SUP	SUP

**STAFF REPORT  
Z2020-12**

Type of Use	Zoning District	Residential		Business	
		R-5	O	LR	C
Art gallery		P	P	P	P
Breezeway attaching accessory to the main building		P			
Carnival		SUP	SUP	SUP	SUP
Cemetery		SUP	SUP	SUP	SUP
Children's home on 5 acres or more		SUP	SUP	SUP	SUP
Church or religious worship facility		P			
Circus		SUP	SUP	SUP	SUP
Commercial amusement, temporary		SUP	SUP	SUP	SUP
Community building on 3 acres or more		SUP	SUP	SUP	SUP
Concrete batching plant		SUP	SUP	SUP	SUP
Convalescent home on 5 acres or more		SUP	SUP	SUP	SUP
Daycare or nursery with fewer than four unrelated children		P			
Daycare or nursery with more than four unrelated children		SUP	SUP	SUP	SUP
Detached dwelling for servants employed on-site		P			
Dog kennels on farm of 5 acres or more		SUP	SUP	SUP	SUP
Drive-in theatre on 10 acres or more		SUP	SUP	SUP	SUP
Driving range		SUP	SUP	SUP	P
Earth excavation		SUP	SUP	SUP	SUP
Educational institutions		SUP	SUP	SUP	SUP
Electrical public utility regulating station		SUP	SUP	SUP	SUP
Farm without on-site retail or wholesale business		P			
Fire station		P			
Garden without on-site retail or wholesale business		P			
Golf course without driving range		P			
Government use - local, county, state, federal		SUP	SUP	SUP	SUP
Gravel excavation		SUP	SUP	SUP	SUP
Greenhouse		SUP	SUP	SUP	SUP
Greenhouse without on-site retail or wholesale business		P			
Homes for narcotics on 20 acres or more		SUP	SUP	SUP	SUP
Homes for the alcoholic on 20 acres or more		SUP	SUP	SUP	SUP
Homes for the feeble-minded on 20 acres or more		SUP	SUP	SUP	SUP
Homes for the insane on 20 acres or more		SUP	SUP	SUP	SUP
Hospital on 5 acres or more		SUP	SUP	SUP	SUP
Kindergarten - public or private		SUP	SUP	SUP	SUP
Landing airfield or facilities		SUP	SUP	SUP	SUP
Library		P	P	P	P
Maternity home on 5 acres or more		SUP	SUP	SUP	SUP
Miniature golf course		SUP	SUP	SUP	P
Miniature train ride		SUP	SUP	SUP	SUP
Mixed-Use projects of private housing and shopping center on 3 acres or more		SUP	SUP	SUP	SUP
Museum		P			
Natural gas public utility regulating station		SUP	SUP	SUP	SUP
Neighborhood recreation center (swimming pool, social or hobby rooms)		P			
Normal household pets		P			
Nursery		SUP	SUP	SUP	SUP
Nursery school - public or private		SUP	SUP	SUP	SUP
Nursery without on-site retail or wholesale business		P			
Old people's home on 5 acres or more		SUP	SUP	SUP	SUP
Orchard without on-site retail or wholesale business		P			
Park		P			
Parking of unoccupied recreational trailer or recreational vehicle		P	P	P	P
Passenger train station		P			
Philanthropic institutions		SUP	SUP	SUP	SUP

**STAFF REPORT  
2020-12**

Type of Use	Zoning District	Residential		Business	
		R-5	O	LR	C
Playgrounds		P			
Pony rides		SUP	SUP	SUP	SUP
Private carport and/or garage		P	P	P	P
Private school, equivalent to a public school		P	SUP	SUP	SUP
Public school (elementary through high school)		P	SUP	SUP	SUP
Public stable on 5 acres or more		SUP	SUP	SUP	SUP
Public utility - privately or publicly owned		SUP	SUP	SUP	SUP
Radio or television broadcasting stations		SUP	SUP	SUP	SUP
Radio or television broadcasting towers		SUP	SUP	SUP	SUP
Radio or television transmitter tower		SUP	SUP	SUP	SUP
Railway ROW & tracks, but no railroad yards, team tracks or storage yards		P			
Religious institutions		SUP	SUP	SUP	SUP
Riding academy on 5 acres or more		SUP	SUP	SUP	SUP
Rock quarry		SUP	SUP	SUP	SUP
Rodeo		SUP	SUP	SUP	SUP
Sale of pre-packaged food/beverages, in combination, that exceeds 10% of an establishment's gross annual sales revenues		SUP	SUP	SUP	SUP
Sand excavation		SUP	SUP	SUP	SUP
Sewage treatment plant		SUP	SUP	SUP	SUP
Single-family residence (detached)		P			
Telephone exchange without office, repair, or storage facilities		P			
Temporary and seasonal sales establishment, such as flea market or produce stand		SUP	SUP	SUP	SUP
Temporary buildings to be used for construction purposes only		P			
Travel trailer park		SUP	SUP	SUP	SUP
Veterinary hospital on 5 acres or more		SUP	SUP	SUP	SUP
Water pumping plant		P			
Water supply reservoir		P			
Water tower or artesian well		P			
Wind energy conversion system (WEC)		SUP	SUP	SUP	SUP
Ambulance service			P	P	P
Architect or engineers' offices			P	P	P
Attorneys' offices			P	P	P
Business offices			P	P	P
Consultants' offices			P	P	P
Doctors' & dentists' offices			P	P	P
Equipment storage (no repairs)			P	P	P
Financial offices			P	P	P
General offices			P	P	P
Multi-family dwelling units			SUP	SUP	SUP
Personal services			P	P	P
Political offices			P	P	P
Professional offices			P	P	P
Real estate offices			P	P	P
Records warehousing & storage			P	P	P
Salesman's offices			P	P	P
Single-family dwelling units			SUP	SUP	SUP
Antique shop				P	P
Aquarium				P	P
Auto laundry inside a building without boiler, heating & steam-cleaning facilities				P	P
Auto repair garage - all work inside a building				P	P
Auto seat covering				P	P
Bakery, retail				P	P

Type of Use	Zoning District	Residential		Business	
	R-5	O	LR	C	
Bank			P	P	
Barber & beauty shop			P	P	
Bicycle repairs without outside storage or display			P	P	
Bird & pet shops, retail			P	P	
Book or stationery store			P	P	
Bowling alley - if air-conditioned & soundproofed			P	P	
Brewpub			SUP	SUP	
Camera shop			P	P	
Candy shop			P	P	
Caterer			P	P	
Cleaning & pressing shops smaller than 6,000 square feet			P	P	
Cleaning, dyeing & laundry station for receiving & delivery of articles only			P	P	
Clothing - retail sales only			P	P	
Convenience store or mini-mart between 1,000 & 5,000 square feet			SUP	SUP	
Curtain cleaning shop smaller than 6,000 square feet			P	P	
Department store			P	P	
Drive-in for food, beverage, or other service			SUP	SUP	
Drive-in theatre			SUP		
Drive-through for food, beverage, or other service			SUP	SUP	
Dying plant smaller than 6,000 square feet			P	P	
Electric substation			P	P	
Electrical goods, retail sales only			P	P	
Electrical repairing - domestic equipment & autos, retail sales only			P	P	
Event center in stand-alone building			SUP		
Exterminating company, retail			P	P	
Feed store			SUP		
Film developing & printing			P	P	
Fix-it shops without outside storage or display			P	P	
Florist, retail sales only			P	P	
Frozen food lockers, retail			P	P	
Furniture repairs & upholstery, retail only without outside storage or display			P	P	
Furniture store - retail			P	P	
Gasoline/motor fuel sales			P	P	
Gasoline/motor fuel sales, automated			P	P	
Grocery store over 5,000 square feet			P	P	
Hardware - retail sales only			P	P	
Household & office appliances - retail			P	P	
Household & office furniture - retail			P	P	
Ice delivery station			P	P	
Jewelry - retail			P	P	
Job printing			P	P	
Laundry - custom laundering & finishing smaller than 6,000 square feet without pickup or delivery			P	P	
Letter & mimeograph shop			P	P	
Meat market, retail sales only			P	P	
Micro-brewery			SUP	SUP	
Mortuary use in stand-alone buildings			SUP		
Motor raceway			SUP		
Moving picture theater			P	P	
Novelty or variety shop			P	P	
Nursery, retail sale of plants & trees			P	P	
Office			P	P	
Office building			P	P	

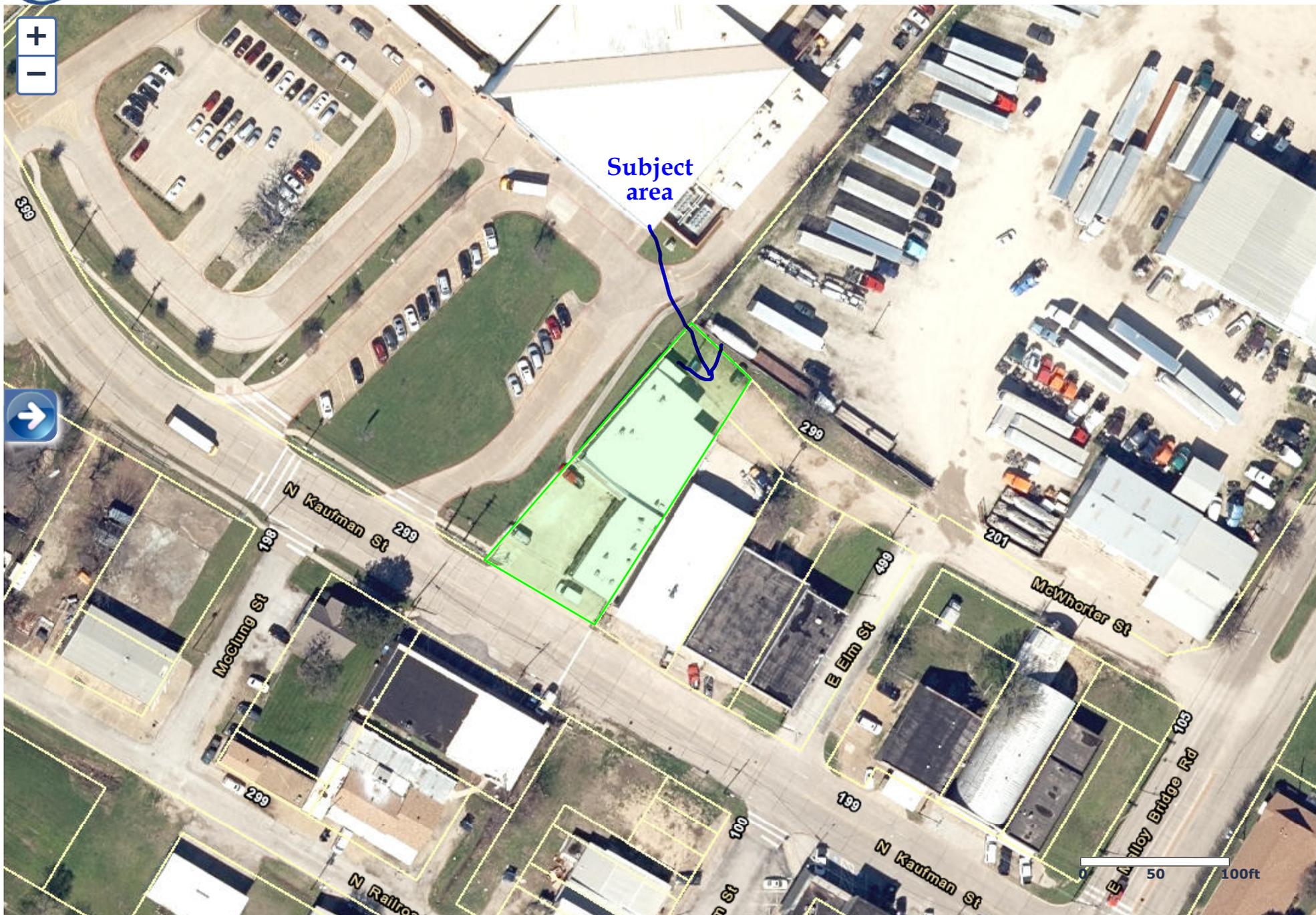
**STAFF REPORT  
Z2020-12**

Type of Use	Zoning District	Residential		Business	
		R-5	O	LR	C
Optical goods - retail				P	P
Outside display, new materials				P	P
Outside storage units				P	P
Paint - retail sales only				P	P
Parking lot without public garage for passenger cars & trucks				P	P
Pharmacy/drug store				P	P
Photographer's or artist's studio				P	P
Photographic supplies - retail				P	P
Piano & musical instruments, retail sales only				P	P
Plumbing shop without warehouse facilities, retail sales only				P	P
Portable storage units (PODs) - sales & storage				P	P
Public garage				P	P
Restaurant				P	P
Retail sales				P	P
Retail store or shop for custom work or the making of articles on-site				P	P
Roller skating rink				SUP	
Rug cleaning shop, chemical type, smaller than 6,000 square feet with all operations inside a building				P	P
Sample room				P	P
Seamstress, dressmaker, or tailor				P	P
Seed store				P	P
Shoe repair shop, retail sales only				P	P
Sporting goods - retail sales only				P	P
Studio for the display & sale of glass, china, art objects, cloth & draperies				P	P
Studios, dance, music, drama, health massage & reducing				P	P
Taxi stand				P	P
Tobacco shop				SUP	SUP
Tool sharpening, retail only without outside storage or display				P	P
Toys - retail sales only				P	P
Used car lot				SUP	P
Walk-up for food, beverage, or other service				SUP	SUP
Wallpaper - retail sales only				P	P
Washateria where the customer can wash & handle his laundry				P	P
Wearing apparel including clothing, shoes, hats, millinery & accessories				P	P
Wedding services in stand-alone building				SUP	
Wholesale sales office				P	P
Wine-tasting room				SUP	SUP
Aquarium, wholesale					P
Artificial flower manufacture					P
Artificial limb manufacture					P
Auto painting					P
Auto upholstery					P
Automobile dealers					P
Automobile laundry					P
Awning manufacture, cloth, metal, wood					P
Bakery, commercial					SUP
Bar					SUP
Beer tavern					SUP
Book bindery					P
Book printing					P
Bottling works with or without syrup manufacture					P
Bowling alley					P

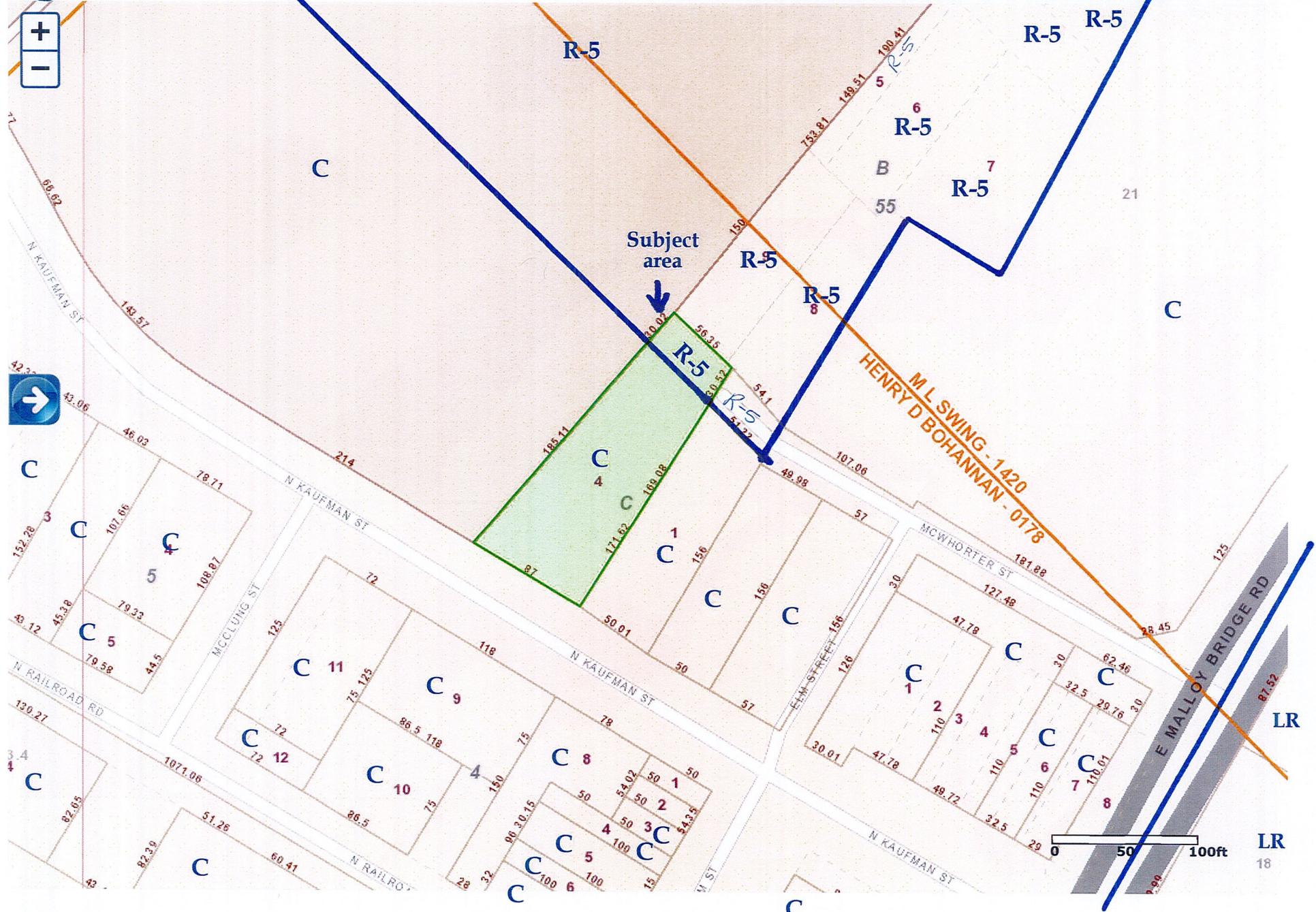
Type of Use	Zoning District	Residential		Business	
		R-5	O	LR	C
Bus & truck storage					P
Cabinet shop					P
Candy manufacture					P
Canvas awning manufacture					P
Car barns					P
Carpenter shop					P
Carpet cleaning - with dustproof room & dust-catching equipment					P
Carting, express, hauling or storage					P
Cement storage					P
Ceramic products smaller than 6,000 square feet					P
Cleaning & dry cleaning establishment over 6,000 square feet					P
Clothing manufacture					P
Cold storage plant					P
Commercial amusement					P
Commercial colleges					P
Contractor's storage yard					P
Dance hall					SUP
Dog kennel					SUP
Dry goods, wholesale & storage					P
Dyeing plant over 6,000 square feet					P
Egg candling & grading					P
Electrical & neon sign manufacture					P
Electrical repairing					P
Electro-plating; electro-tying					P
Engraving plant					P
Envelope manufacture					P
Feed store, wholesale & storage					P
Florist, wholesale					P
Food products manufacture, wholesale					P
Frozen food lockers, wholesale					P
Furniture auction sales					P
Furniture repair & upholstery - wholesale					P
Handcraft shop smaller than 6,000 square feet					P
Hauling, light or heavy					P
Homes for narcotics					SUP
Homes for the alcoholic					SUP
Homes for the feeble-minded					SUP
Homes for the insane					SUP
Household goods, storage					P
Ice cream manufacture					P
Ice manufacture					P
Job printing & book printing					P
Laundry, commercial					P
Leather products manufacture					P
Lithographing					P
Loading or storage tracks					P
Loose leaf book manufacture					P
Lounge					SUP
Lumberyard (building material)					P
Market - public					P
Mattress making & renovating without dust precipitating equipment					P
Milk depot, wholesale					P
Millinery manufacture					P

**STAFF REPORT  
Z2020-12**

Type of Use	Zoning District	Residential		Business	
		R-5	O	LR	C
Mirror re-silvering					P
Motel					P
Motion picture studio, commercial films					P
Motorcycle repairing					P
Moving & storage company					P
Newspaper printing					P
Night club					SUP
Optical goods manufacture					P
Outside display, used materials					SUP
Outside storage, new materials					SUP
Outside storage, used materials					SUP
Outside storage of any material over 8-feet tall					SUP
Paint mixing, but no cooking or baking operations					P
Paper products & paper box manufacture					P
Penal or correctional institutions for insane, feebleminded, liquor or narcotic					P
Photoengraving plant					P
Plastic products, molding, casting & shaping					P
Print shop					P
Printing equipment, supplies, repairs					P
Publishing company					P
Sale of manufactured homes on 3.5 acres or more					SUP
Sale of mobile homes on 3.5 acres or more					SUP
Schools - all types including trade & commercial colleges					P
Secondhand furniture					P
Seed store, wholesale sales & storage					P
Sheet metal shop					P
Shoe store, wholesale sales & storage					P
Skating rink					P
Stone monument works - retail					P
Storage & sales of used auto parts & accessories without open storage or display					P
Storage of trucks, & gravel					P
Streetcar barns					P
Taxicab storage & repairs					P
Team tracks & unloading docks, railroads					P
Tire retreading & recapping					P
Tourist camp					P
Trade schools of all types					P
Transfer & baggage company					P
Travel center					SUP
Trunk manufacturing					P
Typesetting					P
Venetian blind manufacturing					P
Veterinary hospital					SUP
Warehouse, wholesale offices, sales & storage					P
Water distillation					P
Winery, boutique					SUP









# ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: 9/22 City Council: 10/19  
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: \_\_\_\_\_

Physical Location of Property: 210 N. Kaufman, Seagoville TX 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): \_\_\_\_\_

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Acreage: \_\_\_\_\_ Existing Zoning: R-5 Requested Zoning: C  
[Attach a detailed description of requested zoning & development standards, if a PD]

Applicant / Owner's Name: Julio Torres Applicant of Owner? (circle one)

Contact Person: Julio Torres Title: owner

Company Name: Seagoville Signs

Street/Mailing Address: 210 N. Kaufman St. City: Seagoville State: TX Zip: 75159

Phone: (214) 897-4721 Fax: ( ) \_\_\_\_\_ Email Address: seagovillesigns@gmail.com

Representative's Name: \_\_\_\_\_

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

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

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

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

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

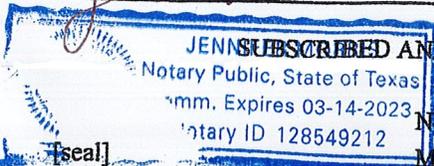
**All applications must be COMPLETE before they will be scheduled for P&Z agenda.** It is the applicant's responsibility to be familiar with, and to comply with, all City submittal requirements (in the Zoning & Subdivision Ordinances, and any separate submittal policies, requirements and/or checklists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

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

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

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

Signed: Julio Torres Title: owner Date: 8-19-2020



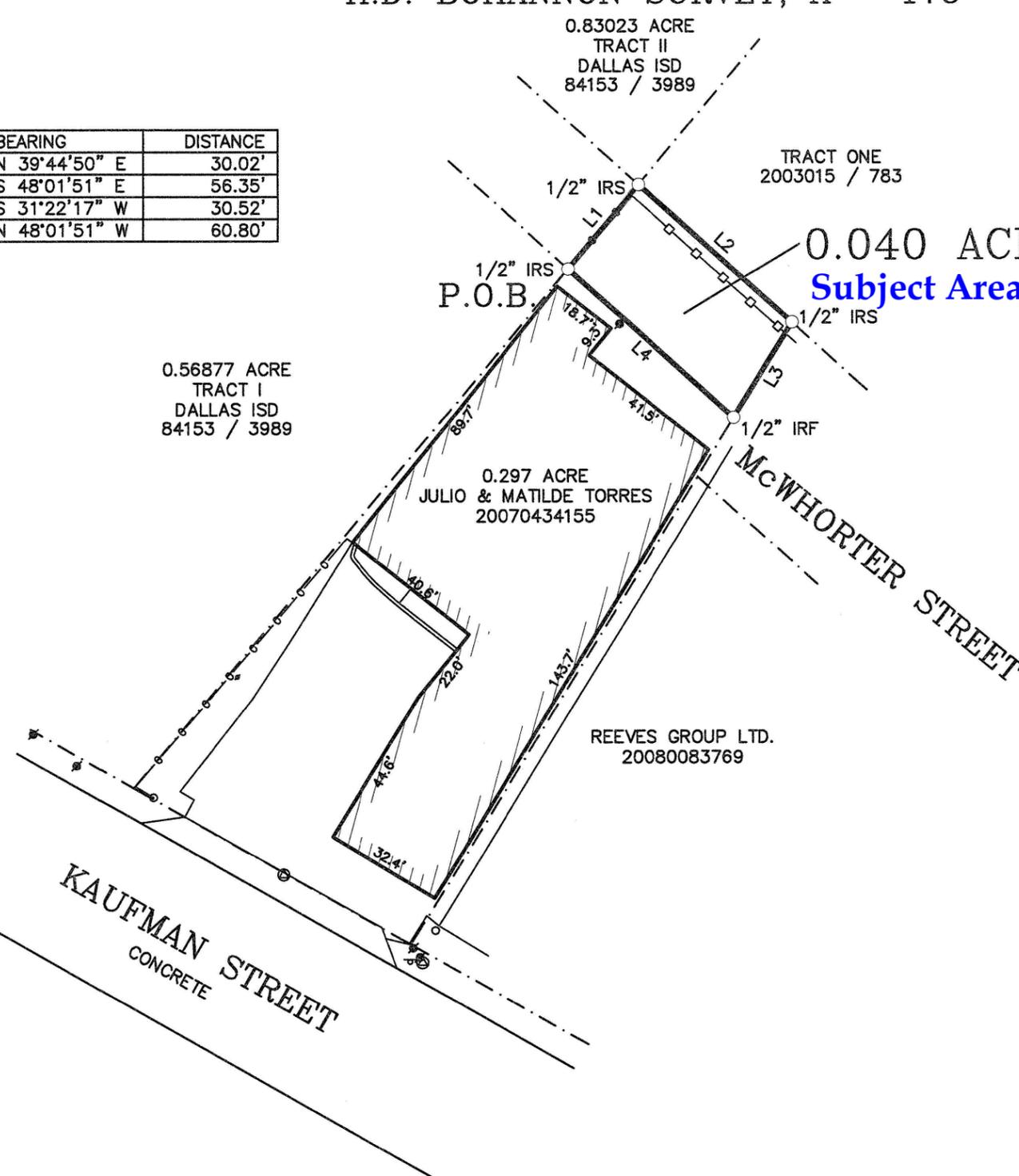
Notary Public in and for the State of Texas: Jennifer MORRIS  
My Commission Expires On: 3-14-2023

Office Use Only: Date Rec'd: 8/19/2020 Fees Paid: \$ 250 Check #: Visa Receipt #: 632980  
Zoning Case #: 2020-12 Accepted By: AJS Official Submittal Date: 8/19/2020

H.D. BOHANNON SURVEY, A - 178

Exhibit 5b

LINE	BEARING	DISTANCE
L1	N 39°44'50" E	30.02'
L2	S 48°01'51" E	56.35'
L3	S 31°22'17" W	30.52'
L4	N 48°01'51" W	60.80'



0.040 ACRE  
Subject Area

**LEGAL DESCRIPTION**

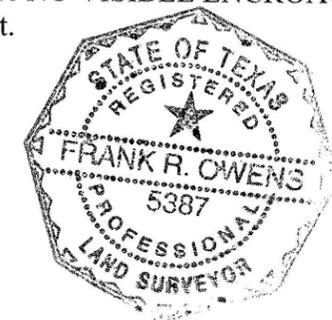
BEING a tract or parcel of land situated in the City of Seagoville, Dallas County, Texas, being part of the H.D. Bohannon Survey, Abstract No. 178, also being part of an alley lying northeast of a 0.297 acre tract of land (a.k.a. 210 N. Kaufman Street) as conveyed to Julio and Matilda Torres as recorded under Clerk's File No: 20070434155 of Dallas County, Texas and being further described as follows:

BEGINNING at a 1/2 inch iron rod set for a corner at the northernmost corner of said 0.297 acre tract;  
 THENCE N 39°44'50" E along and leaving a fence, a distance of 30.02 feet to a 1/2 inch iron rod set for a corner;  
 THENCE S 48°01'51" E a distance of 56.35 feet to a 1/2 inch iron rod set for a corner;  
 THENCE S 31°22'17" W a distance 30.52 feet to a 1/2 inch iron rod found for a corner at the easternmost corner of said 0.297 acre tract;  
 THENCE N 48°01'51" W along the northeast line of said 0.297 acre tract, a distance of 60.80 feet returning to Point of Beginning and containing 0.040 acre of land.

**SURVEYOR'S CERTIFICATE**

I, Frank R. Owens, Registered Professional Land Surveyor, State of Texas, hereby certify that the plat hereon is a true and correct representation of the property as determined by survey, the lines and dimensions of said property being indicated by the plat, the visible improvements are within the boundaries of the property set back from the property lines the distances indicated and there are NO VISIBLE ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, except as shown on the plat.

*Frank R. Owens*  
 Frank R. Owens  
 R.P.L.S. No. 5387



Date: August 27, 2013  
 Scale: 1" = 40'

**NOTE:**

- Bearings are based on the northeast line of said 0.297 acre tract.
- Survey performed without benefit of title report.

SCALE: 1" = 40'  
 LEGEND

☛ POWER POLE	⊗ WATER VALVE	⊙ MAILBOX	▽ UNDERGROUND CABLE MARKER	—□—□— WOOD FENCE
⊙ WATER METER	⊕ FIRE HYDRANT	○ CLEAN OUT	—x—x— BARBED WIRE FENCE	—○—○— CHAINLINK FENCE
□ GAS METER	■ ELECTRIC METER	△ TELEPHONE PEDESTAL		



**Owens Land Surveying**  
 P.O. BOX 1025  
 GREENVILLE, TX 75403  
 www.owenslandsurveying.com (903) 450-9837 / (903) 450-9875



DATE: AUG. 26, 2013  
 DRAWN BY: B. EBERT

SCALE: 1" = 40'  
 JOB NO.: 2013-275



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



August 31, 2020

via email: [notices@dailycommercialrecord.com](mailto:notices@dailycommercialrecord.com)

Daily Commercial Record  
706 Main Street  
Dallas, Texas 75202

Please publish the legal notice below in the Tuesday, September 1, 2020 issue of your newspaper. Please send the affidavit of publication to the ATTN: Kandi Jackson at the address above. If you need to contact Kandi, her office direct number is (972) 287-6819 and her email is [citysecretary@seagoville.us](mailto:citysecretary@seagoville.us) Kandi's normal office hours are Monday through Friday from 8:00 AM to 5:00 PM.



**NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING & ZONING COMMISSION  
ZONING CASE Z2020-12**

The Seagoville Planning and Zoning Commission will hold a public hearing on Tuesday, September 22, 2020, at 6:30 PM in the City Council Chambers at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider a request for a zoning change from R-5, Residential Single Family, to C, Commercial, on approximately 0.040-acres of property in the H. D. Bohannon Survey Abstract 178 and being a part of 210 North Kaufman Street, Seagoville, Dallas County, Texas.

All individuals may appear at the public hearing to state their opinions or may send a written notice prior to 4:00 PM on the day of the public hearing to City of Seagoville; c/o Planner Jennifer Bonner; 702 North U.S. Highway 175; Seagoville, TX 75159.

**CITY OF SEAGOVILLE**  
Kandi Jackson  
City Secretary



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



September 29, 2020

via email: [notices@dailycommercialrecord.com](mailto:notices@dailycommercialrecord.com)

Daily Commercial Record  
706 Main Street  
Dallas, Texas 75202

Please publish the legal notice below in the Thursday, October 1, 2020 issue of your newspaper. Please send the affidavit of publication to the ATTN: Kandi Jackson at the address above. If you need to contact Kandi, her office direct number is (972) 287-6819 and her email is [citysecretary@seagoville.us](mailto:citysecretary@seagoville.us) Kandi's normal office hours are Monday through Friday from 8:00 AM to 5:00 PM.



**NOTICE OF PUBLIC HEARING  
SEAGOVILLE CITY COUNCIL  
ZONING CASE Z2020-12**

Seagoville City Council will hold a public hearing on Monday, October 19, 2020, at 6:30 PM in the Council Chambers in City Hall; 702 North U.S. Highway 175; Seagoville, TX 75159 to consider a request for a zoning change from R-5, Residential Single Family, to C, Commercial, on approximately 0.040-acres of property in the Henry D. Bohannon Survey Abstract 178 and being a part of 210 North Kaufman Street, Seagoville, Dallas County, Texas.

All individuals may appear at the public hearing to state their opinions or may send a written notice prior to 4:00 PM on the day of the public hearing to City of Seagoville; c/o Planner Jennifer Bonner; 702 North U.S. Highway 175; Seagoville, TX 75159.

**CITY OF SEAGOVILLE**  
Kandi Jackson  
City Secretary



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



October 15, 2020

via email: [notices@dailycommercialrecord.com](mailto:notices@dailycommercialrecord.com)

Daily Commercial Record  
706 Main Street  
Dallas, Texas 75202

Please publish the legal notice below in the Friday, October 16, 2020 issue of your newspaper. Please send the affidavit of publication to the ATTN: Kandi Jackson at the address above. If you need to contact Kandi, her office direct number is (972) 287-6819 and her email is [citysecretary@seagoville.us](mailto:citysecretary@seagoville.us) Kandi's normal office hours are Monday through Friday from 8:00 AM to 5:00 PM.



**NOTICE OF PUBLIC HEARING  
SEAGOVILLE CITY COUNCIL  
ZONING CASE Z2020-12**

Seagoville City Council will hold a public hearing on Monday, November 2, 2020, at 6:30 PM in the Council Chambers at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider a request for a zoning change from R-5, Residential Single Family, to C, Commercial, on approximately 0.040-acres of property in the H. D. Bohannon Survey Abstract 178 and being a part of 210 North Kaufman Street, Seagoville, Dallas County, Texas.

All individuals may appear at the public hearing to state their opinions or may send a written notice prior to 4:00 PM on the day of the public hearing to City of Seagoville; c/o Planner Jennifer Bonner; 702 North U.S. Highway 175; Seagoville, TX 75159.

**CITY OF SEAGOVILLE**  
Kandi Jackson  
City Secretary



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

September 2, 2020

**NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING & ZONING COMMISSION  
ZONING CASE Z2020-12**

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As an adjoining property owner, this notice is the first opportunity to voice your opinion about this project for the record. The second opportunity will be at the public hearing listed above. The will also be a public hearing held in front of City Council, but that meeting date has not yet been set.

*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 Z2020-12 as it is described herein.

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

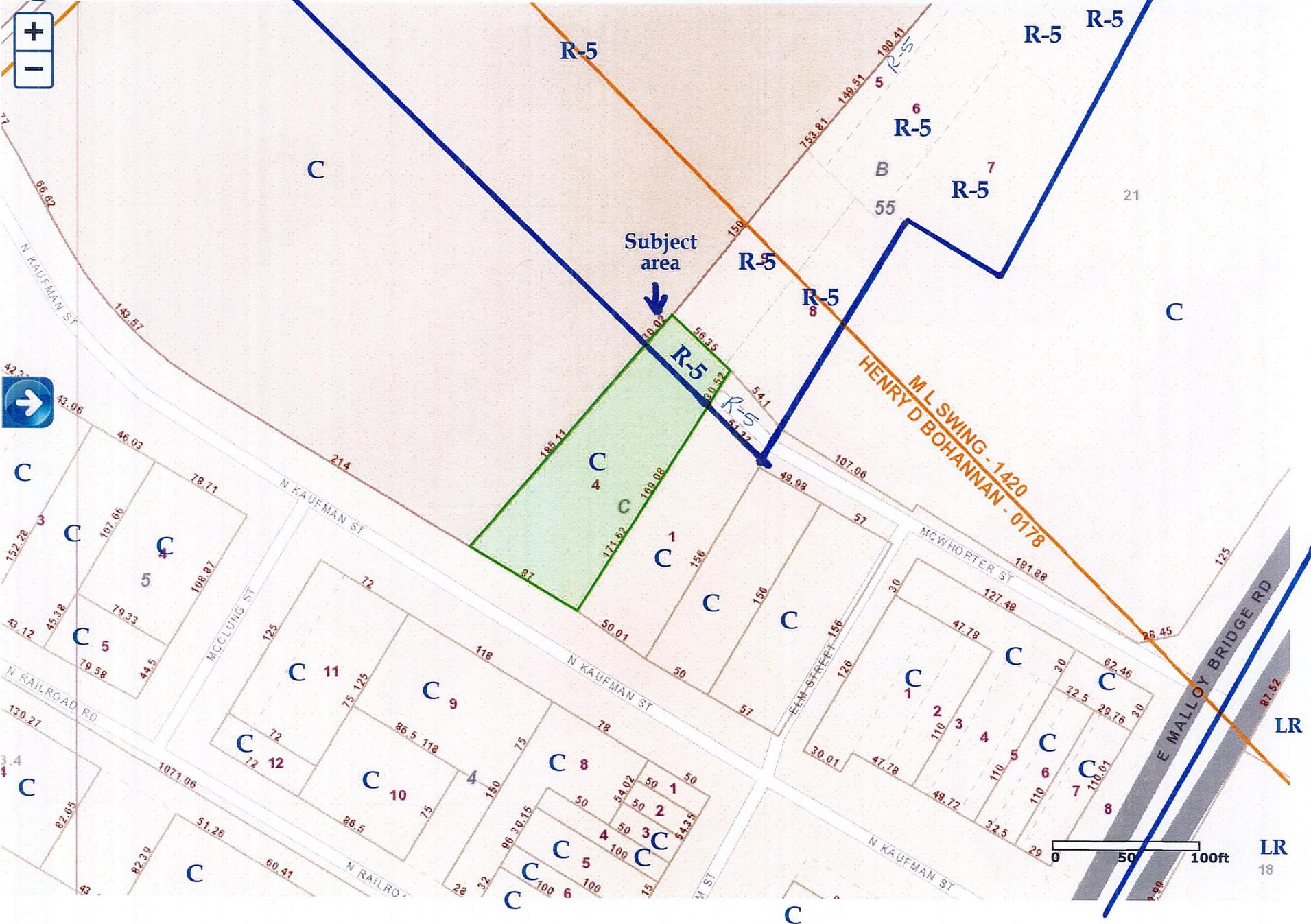
Signature(s): \_\_\_\_\_

Printed Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

City, State & Zip code: \_\_\_\_\_

Phone Number: \_\_\_\_\_





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

September 2, 2020

NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING & ZONING COMMISSION  
ZONING CASE Z2020-12

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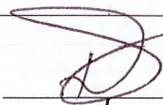
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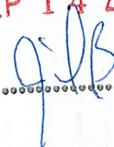
*Please indicate your opinion in this matter by checking the appropriate box below.  
Please provide any additional comments that you might have in the provided space.  
Please also sign and complete the name and address portion below.*

I am in favor of  against  Zoning Request Z2020-12 as it is described herein.

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

Signature(s):   
Printed Name(s): Harpreet Singh  
Address: 111 E Malloy Bridge Rd  
City, State & Zip code: Seagoville, TX 75159  
Phone Number: 469-993-6781

RECEIVED  
SEP 14 2020

BY: 



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

September 2, 2020

NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING & ZONING COMMISSION  
ZONING CASE Z2020-12

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I am in favor of  against  Zoning Request Z2020-12 as it is described herein.

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

We own 202 N. KAUFMAN ST.

Signature(s):

Printed Name(s): Michael C. Turner

Address: 2626 Cole, Suite 606

City, State & Zip code: DALLAS, TX 75204

Phone Number: 214-954-1221

RECEIVED  
SEP 15 2020

BY:



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

September 2, 2020

NOTICE OF PUBLIC HEARING  
SEAGOVILLE PLANNING & ZONING COMMISSION  
ZONING CASE Z2020-12

The Seagoville Planning and Zoning Commission will hold a public hearing on Tuesday, September 22, 2020, at 6:30 PM in the City Council Chambers at 702 North U.S. Highway 175; Seagoville, TX 75159 to consider a request for a zoning change from R-5, Residential Single Family, to C, Commercial, on approximately 0.040-acres of property in the H. D. Bohannon Survey Abstract 178 and being a part of 210 North Kaufman Street, Seagoville, Dallas County, Texas.

All individuals may appear at the public hearing to state their opinions or may send a written notice prior to 4:00 PM on the day of the public hearing to City of Seagoville; c/o Planner Jennifer Bonner; 702 North U.S. Highway 175; Seagoville, TX 75159.

As an adjoining property owner, this notice is the first opportunity to voice your opinion about this project for the record. The second opportunity will be at the public hearing listed above. The will also be a public hearing held in front of City Council, but that meeting date has not yet been set.

*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 Z2020-12 as it is described herein.

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

Signature(s): Paul Bonner  
Printed Name(s): Brent Burmaster  
Address: 13134 Nile Drive  
City, State & Zip code: Dallas, TX 75253  
Phone Number: 972 286 1940

RECEIVED  
SEP 15 2010  
BY: ALB

SEPTEMBER 1, 2020  
1

## Property Owner List

Exhibit 8

### ZONING REQUEST Z2020-12: Rezone part of 210 North Kaufman Street from R-5 to C Mailed out a total of 21 letters on Thursday, September 3, 2020, before 5:00 PM

Subject or adjointer?	Site Address	DCAD acc't	Owner	Mailing Address	Mailing Address 2	City	State	Zip	Acres	Lot	Subdivision Name	Block
Subject	210 North Kaufman Street	50026500030040000	Julio Torres	210 North Kaufman Street	Suite A	Seagoville	TX	75159	0.337	4 & Abandoned ROW	A. H. McWhorter	C
Adjoinder	304 North Kaufman Street	50715350010010000	Dallas I.S.D.	Attn: Treasurer	9400 North Central Expressway	Dallas	TX	75231	11.798	1	Seagoville Elementary School	1
Adjoinder	301 North Kaufman Street	50000500050010000	SandTech Coating Inc.	4608 Navajo Trail		Balch Springs	TX	75180	0.214	4	Original Town of Seagoville	5
Adjoinder	217 North Kaufman Street	50000500040110000	Seagoville Holdings LLC	1050 South Beltline Road		Dallas	TX	75253	0.2066	11	Original Town of Seagoville	4
Adjoinder	210 North Railroad Avenue	50000500040120000							0.0413	12	Original Town of Seagoville	4
Adjoinder	208 North Railroad Avenue	50000500040100000							0.1489	10	Original Town of Seagoville	4
Adjoinder	211 North Kaufman Street	50000500040090000	Elsa Lucila Morales	2516 Ash Creek		Mesquite	TX	75181	0.2574	9	Original Town of Seagoville	4
Adjoinder	203 North Kaufman Street	50000500040080000	Seagoville Economic Development Corporation	702 North Highway 175		Seagoville	TX	75159	0.158	8	Original Town of Seagoville	4
Adjoinder	116 West Elm Street	50000500040070000	Seagoville Lodge A.F. & A.M. 654	116 West Elm Street		Seagoville	TX	75159	0.0861	7	Original Town of Seagoville	4
Adjoinder	114 West Elm Street	50000500040060000	Souls Harbor Inc.	13134 Nile Drive		Dallas	TX	75253	0.0413	6	Original Town of Seagoville	4
Adjoinder	112 West Elm Street	50000500040050100							0.0651	5.1	Original Town of Seagoville	4
Adjoinder	108 West Elm Street	50000500040040000	Seagoville Economic Development Corporation	702 North Highway 175		Seagoville	TX	75159	0.036	4	Original Town of Seagoville	4
Adjoinder	106 West Elm Street	50000500040030000							0.0224	3	Original Town of Seagoville	4
Adjoinder	104 West Elm Street	50000500040020000							0.0212	2	Original Town of Seagoville	4
Adjoinder	102 West Elm Street	50000500040010000							0.0189	1	Original Town of Seagoville	4
Adjoinder	108 North Kaufman Street	50010500000010000	Gary E. & Sarah Wilson	108 North Kaufman Street		Seagoville	TX	75159	0.2070	1 & 2 & Part of	B. M. Crawford Henry D. Bohannon Abstract 178	
Adjoinder	106 North Kaufman Street	50010500000030000	David Lewis Abney	2712 Lakewood Drive		Rowlett	TX	75088	0.192	3, 4 & part of 5 & Part of 26	B. M. Crawford Henry D. Bohannon Abstract 178	
Adjoinder	202 North Kaufman Street	65017810550220000	Tomaino Properties LP	c/o J & J Enterprises	2626 Cole Avenue; Suite 606 LB8	Dallas	Tx	75204	0.185	22	Henry D. Bohannon Abstract 178	
Adjoinder	204 North Kaufman Street	65017810550230000	Maria I. & Erika E. & Alicia Hernandez-Cano	8521 Oak Haven Lane		Dallas	TX	75217	0.188	23	Henry D. Bohannon Abstract 178	
Adjoinder	208 North Kaufman Street	50026500030010000	Jose S. Salinas	930 Irene Circle		Seagoville	TX	75159	0.191	1 & 2 & I	A. H. McWhorter Henry D. Bohannon Abstract 178	C
Adjoinder	111 East Malloy Bridge Road	65017810550210000	Gian Enterprises LLC	801 Morningside Trail		Murphy	TX	75094	4.557	21	Henry D. Bohannon Abstract 178	
Adjoinder												
Adjoinder												

# ***Regular Session Agenda Item: 11***

**Meeting Date: November 2, 2020**

## **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 change in zoning from R-5, Residential Single Family-5, to C, Commercial, on an approximately 0.040± acre tract in the Henry D. Bohannon Survey Abstract 178, commonly referred and being a part of 210 North Kaufman Street in the City of Seagoville, Dallas County, Texas, and being legally described by metes and bounds in Exhibit “A” attached hereto and incorporated herein; providing for a repealing clause; providing for a savings clause; providing for 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:**

Owner Julio Torres is requesting the change.

The land is unimproved. The owner wants to build a storage building.

The original property line along McWhorter Street was also the zoning district boundary line between Commercial (towards Kaufman Street) and Residential (away from Kaufman Street). The property is inside the 1925 city limits of Seagoville. 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.

A legal ad was published per the Texas Local Government Code in the Tuesday, September 1, 2020 edition of the Daily Commercial Record newspaper. Including the parcel in question, there are twenty-one (21) properties plus part of four (4) public streets within 200-feet of the boundary of the subject area. The owners of each parcel were notified in compliance with the 200-foot rule by mail on Wednesday, September 2, 2020. No (zero) letters were returned as undeliverable by the U.S. Postal Service. No (zero) letters were returned against the request. Three (3) letters and one (1) verbal response were returned in favor of the request. Any responses received after the emailing of the packet to the Commissioners will be provided at the meeting. Other than the applicant, no (zero) other people spoke for or against the request at the Planning and Zoning Commission meeting.

For the City Council meeting, a legal ad was published again per the Texas Local Government Code in the Thursday, October 1, 2020 and Friday, October 16, 2020, edition of the Daily Commercial Record newspaper. As of the date of this report, Tuesday, October 27, 2020, no (zero) additional letters were returned as undeliverable by the U.S. Postal Service and no (zero) additional written responses have been received. Staff will make the Council members aware of any additional responses received at their meeting.

**FINANCIAL IMPACT:**

Not applicable

**RECOMMENDATION:**

On September 22, 2020, the Planning and Zoning Commission voted five (5) to zero (0) in favor of recommending to City Council to approve with conditions the request to grant a zoning change from R-5, Residential Single Family, to C, Commercial, on approximately 0.040± acres of property in the Henry D. Bohannon Survey Abstract 178 and being a part of 210 North Kaufman Street, Seagoville, Dallas County, Texas. There were four (4) conditions of approval.

- The Board of Adjustments decide on the already-requested variances.
- A site plan with building setbacks (showing the existing and proposed structures) needs to submit for P&Z review and approval prior to issuance of building permit.
- A parking plan for entire site (for existing and proposed structures) needs to submit for P&Z review and approval prior to issuance of building permit.
- A landscaping plan (which can be conceptual but must identify type/category and quantities of plant materials) needs to submit for P&Z review and approval prior to issuance of building permit.

Staff also supports the requested change with the above listed conditions of approval.

**EXHIBIT:**

1. Ordinance with Exhibit “A” (3 pages)

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

**ORDINANCE NO. \_\_\_\_-2020**

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, AS AMENDED, BY GRANTING A CHANGE IN ZONING FROM TO R-5, RESIDENTIAL SINGLE FAMILY-5, TO C, COMMERCIAL, ON AN APPROXIMATELY 0.040± ACRE TRACT IN THE HENRY D BOHANNAN SURVEY ABSTRACT 178, COMMONLY REFERRED AND BEING A PART OF 210 NORTH KAUFMAN STREET IN THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AND BEING LEGALLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN; 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 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 public 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, is heretofore amended, be and the same is hereby amended by granting a change in the zoning from R-5, Residential Single Family-5, to C, Commercial, on an approximately 0.040± acre tract in the Henry D Bohannan Survey Abstract 178, commonly referred and being a part of 210 North Kaufman Street in the City of Seagoville, Dallas County, Texas, and being legally described by metes and bounds in Exhibit “A”, which is attached hereto and incorporated herein.

**SECTION 2:** That the land 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 3:** 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 4:** 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 5:** 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 6:** 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 2<sup>nd</sup> day of November, 2020.

**APPROVED:**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Victoria Thomas, City Attorney  
(/cdb 10/26/2020)

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

BEING a tract or parcel of land situated in the City of Seagoville, Dallas County, Texas, being part of the H.D. Bohannon Survey, Abstract No. 178, also being part of an alley lying northeast of a 0.297 acre tract of land (a.k.a. 210 N. Kaufman Street) as conveyed to Julio and Matilda Torres as recorded under Clerk's File No: 20070434155 of Dallas County, Texas and being further described as follows:

BEGINNING at a 1/2 inch iron rod set for a corner at the northernmost corner of said 0.297 acre tract;  
THENCE N 39°44'50" E along and leaving a fence, a distance of 30.02 feet to a 1/2 inch iron rod set for a corner;

THENCE S 48°01'51" E a distance of 56.35 feet to a 1/2 inch iron rod set for a corner;

THENCE S 31°22'17" W a distance 30.52 feet to a 1/2 inch iron rod found for a corner at the easternmost corner of said 0.297 acre tract;

THENCE N 48°01'51" W along the northeast line of said 0.297 acre tract, a distance of 60.80 feet returning to Point of Beginning and containing 0.040 acre of land.

## ***Regular Session Agenda Item: 12***

**Meeting Date: November 2, 2020**

### **ITEM DESCRIPTION**

Discuss and Consider approving a Resolution of the City of Seagoville, Texas approving and ratifying the City Manager's action for an expenditure of general fund monies in an amount not to exceed One Hundred Ten Thousand One Hundred Eighty-Seven Dollars and Twenty-Five Cents (\$110,187.25) for emergency repairs to Combine Road; authorizing the City Manager to execute any and all necessary documents; and providing an effective date.

### **BACKGROUND OF ISSUE:**

Combine Road is a heavily traveled road located in the City of Seagoville. One area of Combine Road has deteriorated to a condition that is unsafe for vehicles to travel.

The repairs will be made to approximately 950' of Combine Road the materials to be used to make the repairs include 2.5" thick Type B Asphalt and 1.5" thick Type D Asphalt with a 6" Cement Treated Base.

### **FINANCIAL IMPACT:**

\$110,187.25

### **RECOMMENDATION:**

City Staff recommends approval.

### **EXHIBITS**

Resolution (2 Pages)  
Estimate from Anderson Asphalt

**THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO. \_\_-R-2020**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AND RATIFYING THE CITY MANAGER'S ACTION FOR AN EXPENDITURE OF GENERAL FUND MONIES IN AN AMOUNT NOT TO EXCEED ONE HUNDRED TEN THOUSAND ONE HUNDRED EIGHTY-SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$110,187.25) FOR EMERGENCY REPAIRS TO COMBINE ROAD; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Combine Road is a heavily traveled road located in the City of Seagoville ("City"); and

**WHEREAS**, one area of Combine Road, being 950' of asphalt roadway has deteriorated to a condition that is unsafe for vehicles to travel; and

**WHEREAS**, in November 2019, the City entered into a contract with Anderson Asphalt & Concrete Paving, LLC ("Anderson") for on-going repairs and maintenance for asphalt pavement in the City; and

**WHEREAS**, Anderson has provided Work Order No. 7 under the contract, attached hereto as Exhibit "A", for the emergency repairs to Combine Road for a total amount of \$110,187.25; and

**WHEREAS**, although the monies have not been specifically budgeted for such services, the money may be pulled from the General Fund, Street Improvement Program; and

**WHEREAS**, believing it to be in the best interest of the City and its citizens, the City Manager has approved Anderson to perform the emergency repairs to Combine Road as set forth in Exhibit "A", which is attached hereto; and

**WHEREAS**, based on the foregoing, the City Council finds it to be in the best interest of the City and its citizens to approve and ratify the City Manager's action for an expenditure of general fund monies in an amount not to exceed One Hundred Ten Thousand One Hundred Eighty-Seven Dollars and twenty-five cents (\$110,187.25) for emergency repairs to Combine Road as set forth herein.

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

**Section 1.** The City Council hereby approves and ratify the City Manager's action for an expenditure of general fund monies in an amount not to exceed One Hundred Ten Thousand One Hundred Eighty-Seven Dollars and twenty-five cents (\$110,187.25) for emergency repairs to Combine Road as set forth in Exhibit "A" attached hereto; and, the City Manager is hereby

authorized to execute any and all documents necessary to complete the project.

**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 2<sup>nd</sup> day of November 2020.

**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 10.26.2020)



## *Regular Session Agenda Item: 13*

**Meeting Date:** November 2, 2020

**ITEM DESCRIPTION:**

Receive an update regarding streets under construction.

**BACKGROUND OF ISSUE:**

Update on Seagoville streets under construction and the Malloy Bridge Road/Crestview Reimbursement Project.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

List of City Streets

### **City Streets**

Farmers- 175 Service Road to Kaufman

Cubley to Potter

Ferrell from Simonds to Potter

Potter from Cubley to Simonds

Malloy Bridge Road from 175 Service Road to Crestview

Ross from Shady to Shadybrook

Johnnie Row from Shady to Catherine

### **SEDC Roads**

Farmers from Kaufman to Watson

Watson from Farmers to Durham

Dice from Dudley to Ralph

Ralph from Durham to Dice

Dudley from Durham to Dice

Washington from Durham to Dead End of Street

Durham from Watson to Dead End of Street

Georgia Lane from Kaufman to Dead End of Street

950' of Combine Road to City Limits (1070 Irene- Start point)

Working on Crestview

### **County Update on Reimbursement-**

City of Seagoville entered into PSA with Dallas County for the Reimbursement for the Project from US 175 to Crestview Lane. The estimate determined by the design engineer from the County estimated the project at \$600,000. The County's total obligation to this Project is to provide funding not to exceed \$300,000.

Submitted all documents necessary for review to Dallas County on Wednesday, October 28, 2020.

## ***Regular Session Agenda Item: 14***

**Meeting Date: November 2, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of Seagoville, Texas, ratifying and approving the terms and conditions of a Professional Services Agreement between Seagoville Economic Development Corporation and The Retail Coach in substantially the form as attached hereto as Exhibit “1”, including Exhibit “A” thereto, for the purposes of providing assistance in Retail Recruitment and Development Strategy for a term of one year and for compensation in an amount not to exceed Eighteen Thousand Five Hundred Dollars (\$18,500.00) providing for a repealing clause; providing for a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The Seagoville Economic Development Corporation (“SEDC”) has previously utilized and desires to continue utilizing the services of The Retail Coach, LLC as an independent contractor to provide services to assist SEDC in Retail Recruitment and Development Strategy. The Retail Coach, LLC desires to render professional services for a third year for SEDC on the terms and conditions set forth in the Professional Services Agreement which is attached hereto and incorporated herein as Exhibit “1”, including Exhibit “A” thereto.

### **FINANCIAL IMPACT:**

\$18,500.00

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

Resolution  
Exhibit “1” – Agreement  
Exhibit “A” – Scope of Services

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

**RESOLUTION NO. \_\_-R-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, RATIFYING AND APPROVING THE TERMS AND CONDITIONS OF A PROFESSIONAL SERVICES AGREEMENT BETWEEN SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND THE RETAIL COACH IN SUBSTANTIALLY THE FORM AS ATTACHED HERETO AS EXHIBIT “1”, INCLUDING EXHIBIT “A” THERETO, FOR THE PURPOSES OF PROVIDING ASSISTANCE IN RETAIL RECRUITMENT AND DEVELOPMENT STRATEGY FOR A TERM OF ONE YEAR AND FOR COMPENSATION IN AN AMOUNT NOT TO EXCEED EIGHTEEN THOUSAND FIVE HUNDRED DOLLARS (\$18,500.00) PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the SEDC unanimously approved entering into the Agreement with the Professional in an amount not to exceed \$18,500.00; and

**WHEREAS**, the City Council has determined that ratifying the action taken by the SEDC to enter into the Agreement with the Professional for the purposes of providing assistance in creating a Seagoville Business Development Strategy is in the best interest of the City and will further the purposes for which the SEDC was created and should therefore be approved.

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

**SECTION 1.** The City Council hereby ratifies and approves the Professional Services Agreement, attached hereto as Attachment A and made a part hereof for all purposes, by and between the SEDC and The Retail Coach, LLC, in an amount not to exceed eighteen thousand five hundred dollars (\$18,500.00), for the purposes of providing assistance in creating a Seagoville Business Development Strategy.

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

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

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

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 2<sup>nd</sup> day of November, 2020.

APPROVED:

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
VICTORIA THOMAS, CITY ATTORNEY

## PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services (“Agreement”) is made by and between the Seagoville Economic Development Corporation (“SEDC”) and The Retail Coach, LLC, a Mississippi limited liability company (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

### RECITALS:

**WHEREAS**, SEDC desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist SEDC in creating a Retail Recruitment Strategy (the “Project”); and

**WHEREAS**, the Professional desires to render professional services for SEDC on the terms and conditions set forth in this Agreement;

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

### Article I Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to SEDC all finished and unfinished documents, data, studies, surveys, drawings, maps, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the SEDC in accordance with this Agreement prior to such termination.

### Article II Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

**Article III  
Schedule of Work**

The Professional agrees to complete the required services in accordance with the Scope of Services outlined in Exhibit "A".

**Article IV  
Compensation and Method of Payment**

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of eighteen thousand five hundred dollars (\$18,500).

**Article V  
Devotion of Time; Personnel; and Equipment**

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should SEDC require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services as agreed between the Parties.

5.2 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

**Article VI  
Miscellaneous**

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

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of SEDC. In the event of an assignment by the Professional to which the SEDC has consented, the assignee shall agree in writing with SEDC to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

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

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement.

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

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

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

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for SEDC:

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

If intended for Professional:

Attn: Aaron Farmer  
The Retail Coach, LLC  
PO Box 7272  
Tupelo, MS 38802

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00

per occurrence for injury to persons (including death), and for property damage; (ii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iii) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name SEDC, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the SEDC for cancellation of the insurance; (3) provide for a waiver of subrogation against the SEDC for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the SEDC of any material change of or to the insurance required herein.
- (c) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by SEDC.

6.10 Indemnification. SEDC SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST SEDC, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "SEDC") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SEDC OR BREACH OF SEDC'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS SEDC FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE SEDC, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY SEDC ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS

SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

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

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

*[Signature Page to Follow]*

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**Seagoville Economic Development Corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXECUTED** this 5th day of October, 2020.

**The Retail Coach, LLC**

By:  \_\_\_\_\_  
Name: Aaron Farmer  
Title: President

EXHIBIT A



# EXHIBIT A: Retail Recruitment Strategy



**DATE:**

October 2020

**PREPARED FOR:**

Seagoville Economic  
Development Corporation

**PREPARED BY:**

Aaron Farmer  
President

c: 662.231.0608

e: [afarmer@theretailcoach.net](mailto:afarmer@theretailcoach.net)

**CONTENTS:**

About The Retail Coach.....	2
Scope of Services.....	3
Project Deliverables.....	12
Project Timeline & Pricing.....	13



WHO WE ARE

# Your Retail Partner

We are a national retail consulting, market research, and development firm. Our experience combines strategy, technology, and creative marketing to execute high-impact retail recruitment and development strategies for local governments, chambers of commerce, and economic development organizations.

Since 2000, we have provided the research, relationships, and strategies needed to drive new retail developments in communities across the United States.

PROVEN RESULTS

**5+ million**

Square feet of new retail space recruited to client communities in the past five years

**\$600 million**

Additional sales tax dollars generated in client communities in the past five years

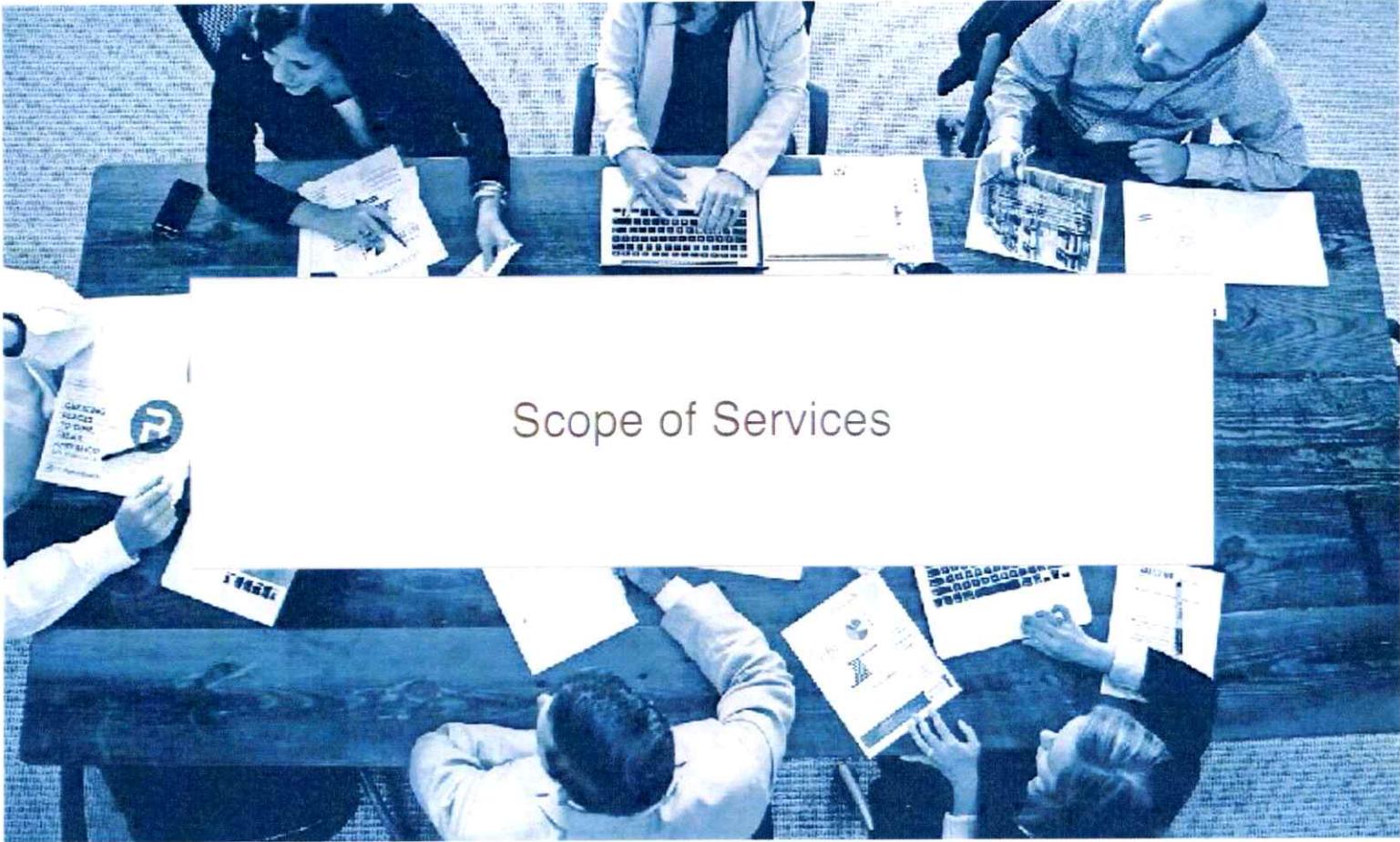
**500+**

Communities throughout the United States have trusted The Retail Coach with their retail recruitment efforts



Ready to Serve

Currently Serving



Scope of Services

## PHASE 1

# Analyzing The Market

### Custom Retail Trade Areas

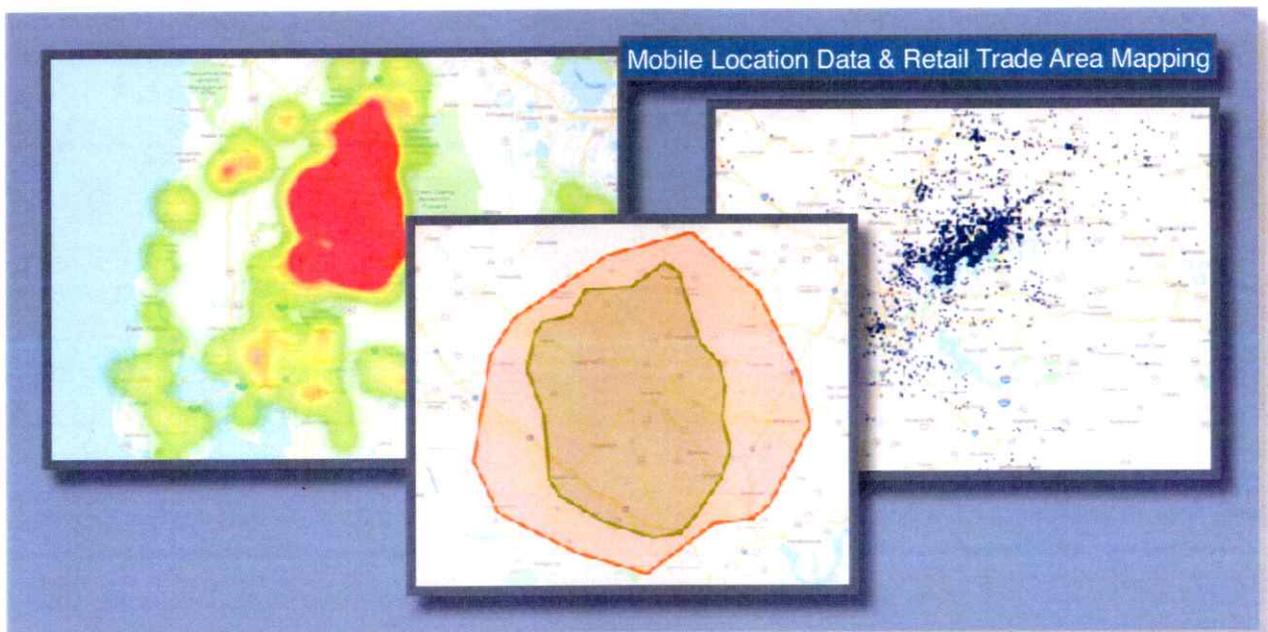
The Retail Trade Area (RTA) is the foundation of retail recruitment strategy, and its accuracy is critical. The Retail Trade Area is the geographical area from which a community's retailers derive a majority of their business. Drive times and radial analysis are not the best way to depict an accurate Retail Trade Area. To best confirm a community's Retail Trade Area, we will execute the following strategic steps:

#### Mobile Data for Location Decisions

The Retail Coach will utilize mobile location technology that analyzes location and behavioral data collected from mobile devices to determine consumer visits to Seagoville. This high-confidence data is used to verify Retail Trade Areas and validate retail site selection decisions. Cell Phone Analysis Reports will be run on up to five locations in Seagoville, including Walmart, Starbucks, and Panda Express (after opening date).

#### Retail Trade Area Mapping

The Retail Coach will delineate a boundary map of the Retail Trade Area using mobile data collected.



### Demographic Profiling

A community must be able to instantaneously provide information and data sets sought by retailers during the site selection and site evaluation process. The data must be accurate, current, and readily available.

The Retail Coach will create comprehensive 2010 Census, 2020, and 2025 demographic profiles for the Retail Trade Area and Seagoville community. The profile includes population and projected population growth, race, ethnicities, average and median household incomes, median age, households and household growth, and educational attainment.

PHASE 1

# Analyzing The Market

## Daytime Population (2020/2021 Update)

The workplace population, or daytime labor market area, is important to quick-serve and casual dining restaurants that rely heavily on lunch business.

The Retail Coach will provide an employment summary report detailing the total number of establishments, by industry, and employee counts within the designated labor market area. This report will provide insight into the “work here” population versus the “live here” population.

## Psychographic Profiling (2020/2021 Update)

As retail site selection has evolved from an art to a science, psychographic lifestyle segmentation has become an essential element of retailers’ preferred location criteria. Understanding a consumer’s propensity to purchase certain retail goods and services—as well as specific retail brands—is valuable to national, regional, and independent retailers.

Based on the market segmentation system developed by ESRI, The Retail Coach will develop a Tapestry Segmentation profile of the households in the Retail Trade Area. This is done by using the most advanced socioeconomic and demographic data to measure consumer attitudes, values, lifestyles, and purchasing behaviors to understand the categories and brands of retailers that may be of interest.

**Psychographic Profiles of Consumers**

**TAPESTRY SEGMENTATION**

**Top Tier**

**SOCCER MOMS**

SOCCER MOMS is an affluent, family-oriented market with a high income and a focus on lifestyle and leisure. This market is characterized by a high percentage of households with children, a high percentage of households with a college degree, and a high percentage of households with a high net worth. This market is also characterized by a high percentage of households with a high income, a high percentage of households with a high net worth, and a high percentage of households with a high net worth.

US Population = 3,217,245  
Average Household Size = 3.36  
Median Age = 35.5  
Median Household Income = \$84,000

## PHASE 2

# Determining Retail Opportunities

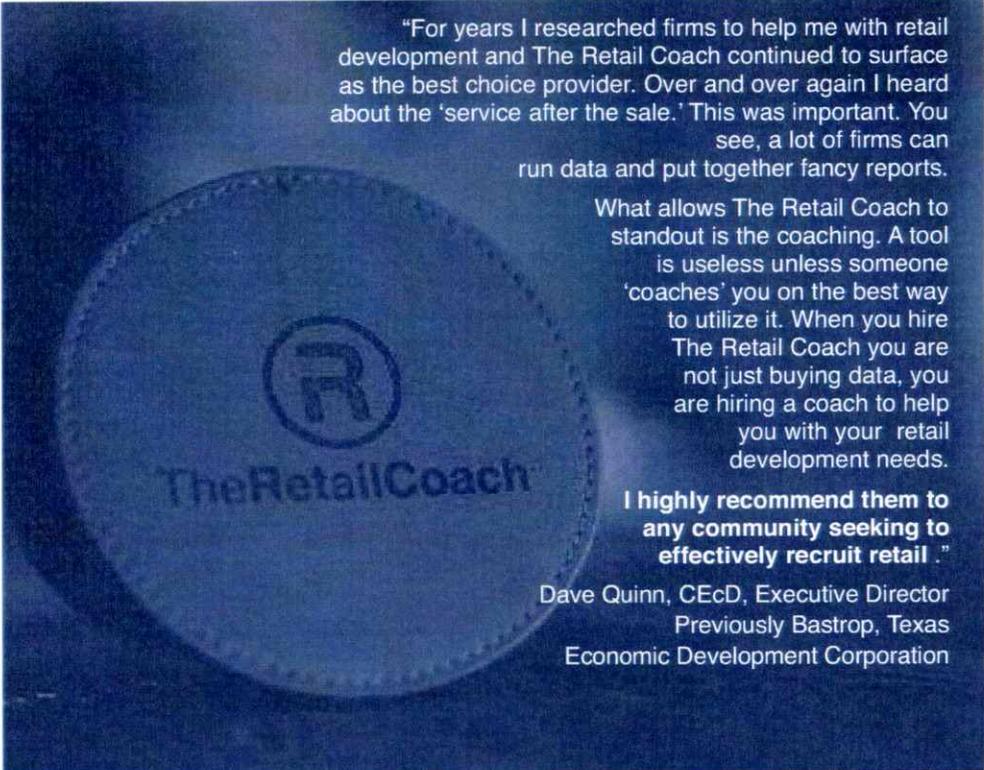
### Retail Gap Analysis (2020/2021 Update)

A Retail Gap Analysis (RGA) will determine the level of retail demand for a designated Retail Trade Area. The analysis computes the retail potential of the Retail Trade Area and then compares it to estimated actual sales in the community. The difference is either a leakage, where Seagoville consumers are traveling outside the community to purchase certain retail goods and services, or a surplus, where consumers are traveling from outside to Seagoville to purchase certain retail goods and services.

The Retail Coach will perform a Retail Gap Analysis to calculate the approximate flow of retail dollars in and out of Seagoville.

The Retail Gap Analysis will:

- Identify retail sales surpluses and leakages for more than 70 retail categories and sub-categories.
- Distinguish retail categories with the highest prospect for success and quantify their retail potential.



"For years I researched firms to help me with retail development and The Retail Coach continued to surface as the best choice provider. Over and over again I heard about the 'service after the sale.' This was important. You see, a lot of firms can run data and put together fancy reports.

What allows The Retail Coach to stand out is the coaching. A tool is useless unless someone 'coaches' you on the best way to utilize it. When you hire The Retail Coach you are not just buying data, you are hiring a coach to help you with your retail development needs.

**I highly recommend them to any community seeking to effectively recruit retail ."**

Dave Quinn, CECD, Executive Director  
Previously Bastrop, Texas  
Economic Development Corporation

### PHASE 3

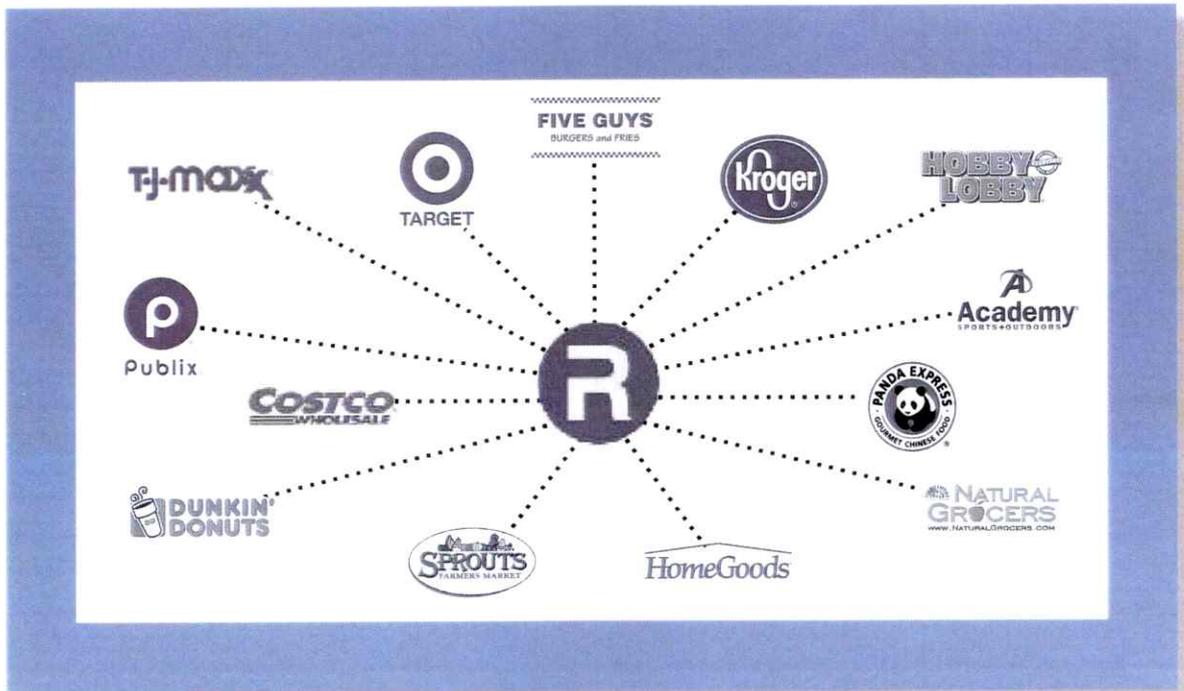
## Identifying Retailers & Developers for Recruitment

The Retail Coach has been successful in recruiting leading retail brands to our client communities for more than 20 years. Our process is driven by providing accurate and current data sets as well as site-specific information to retailers, brokers, and developers.

### Identification of Retailer/Restaurant Prospects (2020/2021 Update)

The Retail Coach will target national and regional brands that are a good “fit” for the community. This means the Retail Trade Area population, disposable incomes, consumer spending habits, and education levels meet the retailers’ ideal location criteria.

The Retail Coach will review a master list with Seagoville staff and work together to prepare a final target list of prospects for recruitment.



### Identification of Developer Prospects (2020/2021 Update)

Retail recruitment is relationship based. Since 2000, The Retail Coach has worked to establish a reliable network of developer contacts.

Developer networking and developer recruitment have become key components in a community’s retail recruitment and development success. Retailers have specific property requirements based on their site location criteria. A mid-to high-tier retailer might show interest in a community; however, there may not be sufficient ready-to-lease properties matching their needs and brand requirements.

In this case it is important to illustrate the need for new development / redevelopment to developers in your market.

The Retail Coach will use its network to identify retail real estate developers active in the region for recruitment.

## PHASE 4

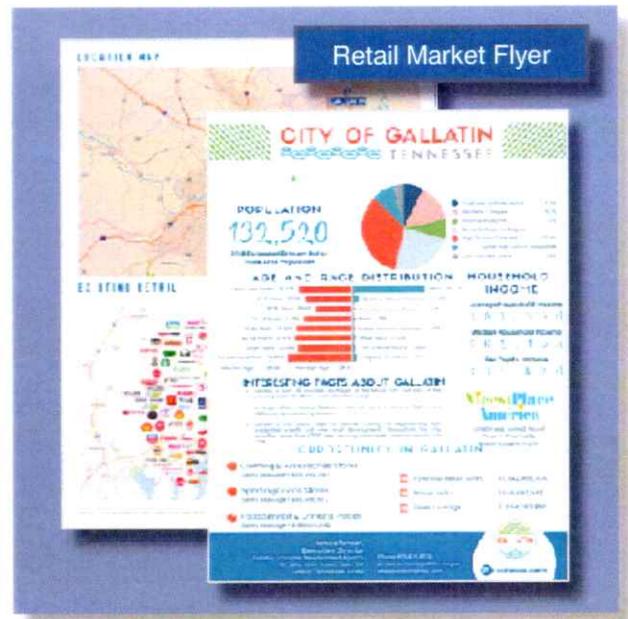
# Marketing & Branding

To attract targeted retailers, the most critical step is providing accurate, current, and site-specific information on the community and its Retail Trade Area. It is important that this marketing information positively reflects your community's attributes and brand to corporate site selectors, real estate brokers, and developers.

### Retail Market Profile

The Retail Coach will develop a retail market profile tailored to the specific needs of targeted retailers' essential site selection and location criteria. The profile serves as a community introduction and includes:

- Retail Trade Area Map
- Location Map
- Traffic Count Map
- Demographic Profile Summary
- Appropriate logo and contact information



### Retail Feasibility Package

The Retail Coach will create a retail specific feasibility package to address essential location criteria. The feasibility package includes:

- Community Overview
- Retail Site Profiles
- Location Map
- Retail Trade Area Map
- Existing Retailer Aerial Map
- Retailer Location Map
- Retail Trade Area Demographic Profile Summary
- Retail Gap Analysis Summary Table
- Retail Trade Area Psychographic Profile
- Retail Trade Area Demographic Profile
- Community Demographic Profile
- Area Traffic Generators
- Appropriate logo and contact information

### Real Estate Developer Opportunity Package

The Retail Coach will create a developer opportunity package to highlight the need for development / redevelopment. This will include:

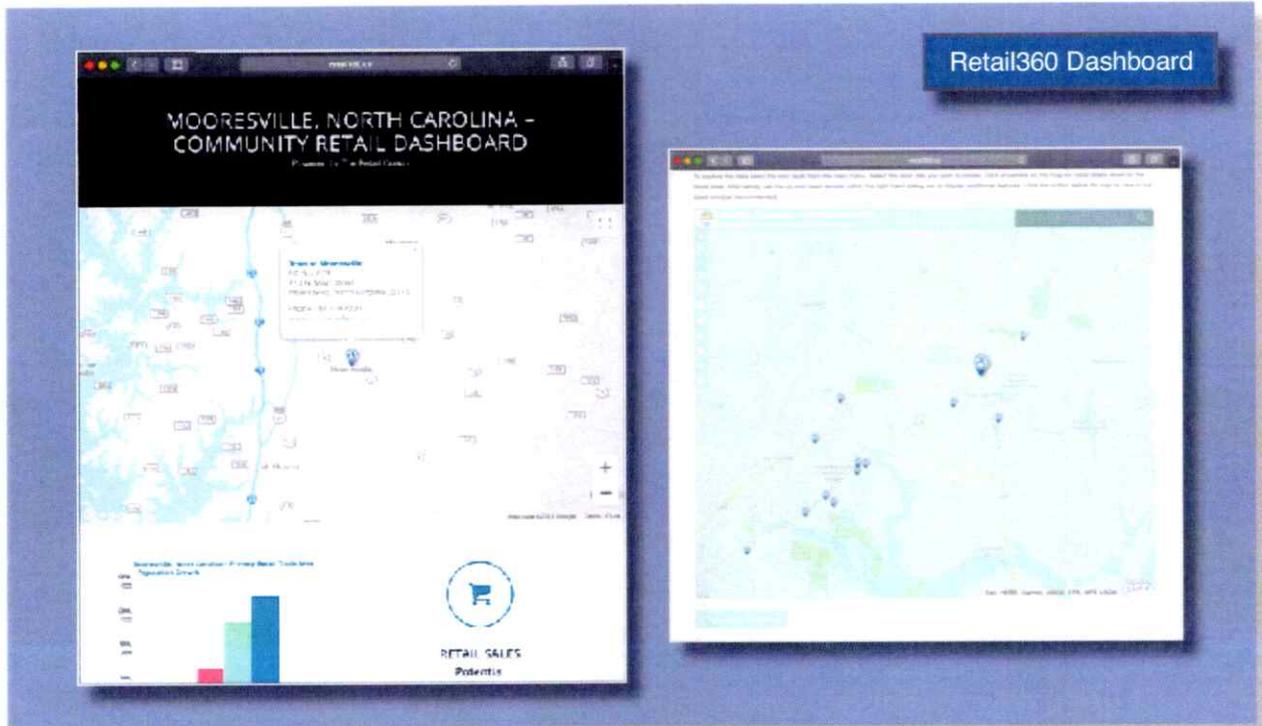
- Community Overview
- Location Map
- Retail Trade Area
- Demographic Trends
- Aerial Imagery
- Traffic Counts
- Site-line visibility from major traffic arteries
- Ingress/egress for primary traffic arteries
- Median cuts or possibilities
- Traffic signal existence or possibilities
- Site characteristics and topography
- Appropriate Zoning
- Area Retail
- Residential clustering and support
- Proximity to "anchor" retailers
- Top Employers
- Workplace Population
- Potential retail tenants

PHASE 4

# Marketing & Branding

## Online Retail Dashboard & Interactive Map (2020/2021 Update)

The Retail Coach will create an online community dashboard, which is available at Retail360.us/Seagoville-TX, for visual presentation and easy downloading of marketing information and data sets.



## Recruiting Retailers & Developers

### Recruitment of Retailers

Founded in 2000, The Retail Coach was the first national retail advisory firm to introduce retailer and developer recruitment specifically for communities. The recruitment of retailers remains one of the primary metrics of success. Today, our experience has proved a community must move beyond data.

The recruitment process includes the following steps:

- Introductory emails and retail market profiles are sent to each targeted retailer.
- Personal telephone calls are placed to measure interest level.
- Personal emails and retailer feasibility packages are sent to each targeted retailer.
- Personal emails and retail site profiles for prime sites are sent to the appropriate targeted retailer.
- Personal emails are sent to inform targeted retailers of significant market changes.
- A retailer status report is provided with each retailer's complete contact information and comments resulting from recruitment activities.
- Personal emails are sent quarterly to continue to seek responses regarding their interest level.

### Recruitment of Developers

Much of our recruitment success comes from establishing a network of national retail developers over the past 20 years.

Developer networking and developer recruitment have become key components in a community's retail recruitment and development success. Retailers have specific property requirements based on their site location criteria. A mid to high-tier retailer might show interest in a community; however, there may not be sufficient ready-to-lease properties matching their needs and brand requirements. Relationships with developers are important in these situations to capitalize on retailer interest and opportunity.

Our developer recruitment process includes the following steps:

- Introductory emails and opportunity packages are sent to developers.
- Personal telephone calls are placed to measure interest level.
- Personal emails are sent to inform developers of the status of interested retailers and any significant market changes.

A developer status report is provided with each developer's complete contact information and comments resulting from recruitment activities.

### Retail Conference Representation

The Retail Coach will assist in marketing Seagoville and its retail vacancies and real estate sites to retailers and real estate sites to retailers, developers, and brokers at retail industry conferences.

"The location of Sprouts Farmers Market was a direct result of meetings coordinated by The Retail Coach between our community and site selectors at ICSC/Recon."

Warren Unsicker, CEcD  
Vice President, Economic Development  
Broken Arrow Economic Development



PHASE 6

# Coaching & Ongoing Support

## Coaching

The Retail Coach will partner with Seagoville on a long-term basis and be available when you have questions, new ideas, or need access to GIS mapping and current data and statistics. We are also available if Seagoville needs to brainstorm opportunities as your community grows and develops. Project correspondence can be conducted through The Retail Coach custom Pandora platform as part of the Retail360 dashboard. This password-protected platform will allow the Seagoville to keep track of project progress, download reports, and securely share other information over the course of the project agreement.

The screenshot displays the 'The Retail Coach' web application interface. At the top, the logo and navigation menu are visible. The main content area is titled 'Covington, Georgia' and includes a 'Update Stats' button. Below this, there are several data visualizations and a table of project items. A 'TRC Project Management Platforms' label is overlaid on the top right of the dashboard. A calendar view is also visible at the bottom of the screen.

**TRC Project Management Platforms**

**The Retail Coach**

Dashboard | Site Options | Search | Add To Basket | Show Recent | Logout

Filter: Clear | Select | Show 101 items or more | Thumbnail View

Items (2 Folders, 0)

**Names**

- 2011
- 2014

**Update Stats**

**PROJECT PROGRESS**

14% 14:15

4% 15:20

**PROJECT LIST**

Summary	Current Date	Current	YTD
10 PROJECT PROGRESS			
10 PROJECT PROGRESS	10/15/14	1000000	1000000
10 PROJECT PROGRESS	10/15/14	1000000	1000000
10 PROJECT PROGRESS	10/15/14	1000000	1000000
10 PROJECT PROGRESS	10/15/14	1000000	1000000
10 PROJECT PROGRESS	10/15/14	1000000	1000000
10 PROJECT PROGRESS	10/15/14	1000000	1000000
10 PROJECT PROGRESS	10/15/14	1000000	1000000
10 PROJECT PROGRESS	10/15/14	1000000	1000000
10 PROJECT PROGRESS	10/15/14	1000000	1000000

**Calendar**

Summary	Contact	Type	Project Date	Project Duration	Results - Current Week	Notes
Academics						
Academics	11/11/14	Site Visit	11/11/14	11/11/14 - 11/11/14	Site Visit	11/11/14
Academics	11/11/14	Site Visit	11/11/14	11/11/14 - 11/11/14	Site Visit	11/11/14
Academics	11/11/14	Site Visit	11/11/14	11/11/14 - 11/11/14	Site Visit	11/11/14
Academics	11/11/14	Site Visit	11/11/14	11/11/14 - 11/11/14	Site Visit	11/11/14
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Academics	11/11/14	Site Visit	11/11/14	11/11/14 - 11/11/14	Site Visit	11/11/14
Academics	11/11/14	Site Visit	11/11/14	11/11/14 - 11/11/14	Site Visit	11/11/14

## PROJECT OVERVIEW

# Deliverables & Responsibilities

### PHASE 1

#### Analyzing the Market

Submarket Map

Mobile Phone Analysis (On up to 5 locations)

Retail Trade Area (RTA) Map based on Mobile Location Technology

Retail Trade Area & Community Demographic Profiles (Historical, Current, and Projected)

Retail Trade Area Psychographic Profiles

Daytime Population Summary

### PHASE 2

#### Determining Retail Opportunities

Retail Gap Analysis (RGA)

### PHASE 3

#### Identifying Retailers & Developers for Recruitment

Target list of retailers and restaurants

Target list of developers

### PHASE 4

#### Marketing & Branding

Seagoville Retail Market Profile (RMP)

Feasibility Packages

Developer Opportunity Package

Online Retail360 Dashboard

### PHASE 5

#### Recruiting Retailers and Developers

Retailer Recruitment Tracking Spreadsheet

Developer Recruitment Tracking Spreadsheet

### PHASE 6

#### Retail Coaching

Ongoing Coaching & Project Management through TRC

Pandora Platform

"In my opinion, The Retail Coach's strategy and assistance has netted us over 325,000 square feet of occupied retail development during one of the most significant retail downturns in the last 20 years. Money well spent."

Samuel D. R. Satterwhite  
Executive Director  
Wylie EDC

"Thank you for Gallatin's partnership with Retail Coach. Charles Parker and his team have been very beneficial in helping my development find retail tenants. We have currently signed [multiple new brands] with their help and guidance."

Brad Jolly  
Developer  
Gallatin, Tennessee

## PROJECT EXPECTATIONS

# Timeline & Pricing



### COMMUNITY TRIPS

The Retail Coach team will make at least one (1) site visits to Seagoville during the project.

### PROJECT TIMELINE

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

## Project Pricing

### Work Fees

The total fee for completion of this work is **\$17,500**, payable in two installments:

- a) **\$10,000** upon execution of the agreement;
- b) **\$7,500** upon upon 180 days

### Reimbursable Project Expenses

It is estimated that reimbursable expenses will not exceed **\$1,000**. Reimbursable expenses include:

- a) All travel costs;
- b) Cost of special renderings and maps, if any;
- c) Cost of copies for reports and maps/drawings; and
- d) Cost of shipping expenses, if any.

*\*All Work Fees and Project expenses are payable within 30 days after receipt of the expense invoice. The Retail Coach will provide a digital copy of the deliverables.*



PLEASE CONTACT:

**Aaron Farmer**  
**President**

t: 662.844.2155

e: [afarmer@theretailcoach.net](mailto:afarmer@theretailcoach.net)

**Building Partnerships.**  
**Developing Communities.**

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

**Meeting Date: November 2, 2020**

### **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: 16***

**Meeting Date:** November 2, 2020

**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