



City of Seagoville Meeting Agenda City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, October 2, 2023

6:30 PM

Council Chambers

AMENDED AGENDA

LACKEY STEPPER SEBASTIAN
MAYOR

RICK HOWARD
PLACE 1

ALLEN GRIMES
PLACE 4

PATRICK STALLINGS
CITY MANAGER

JOSE HERNANDEZ
PLACE 2

JON EPPS
PLACE 5

HAROLD MAGILL
PLACE 3 - MAYOR PRO TEM

Notice is hereby given that the City Council of the City of Seagoville, Texas will meet in a Regular Called Meeting at 6:30 p.m. for Work Session, and Regular Session will begin at 7:00 p.m., to be held at City Hall, 702 N. Hwy 175 Seagoville, Texas 75159.

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 reserves the right to reconvene, recess or realign the Work Session or called Executive Session or order of business at any time prior to adjournment. The purpose of the meeting is to consider the following items:

WORK SESSION – 6:30 PM

1. Call to Order
2. Discuss Regular Session agenda items.
3. Adjourn

REGULAR SESSION – 7:00 PM

4. Call to Order
5. Invocation
6. Pledge of Allegiance
7. Recognition and Presentation of the Life Saving Award.
8. Mayor's Report
9. Citizen's Comments

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. City 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

- 10. Consider approving the following City Council meeting minutes: September 18, 2023.**
- 11. Consider an Ordinance amending the Master Fee Schedule relating to fees for Public Improvements Plan Review and Inspections.**
- 12. Consider a Resolution authorizing the City Manager to enter into a work order (agreement) with the City of Garland, Texas in accordance with and governed by the Master Interlocal Radio Service Agreement between the cities.**
- 13. Consider approving cancellation and/or rescheduling of four regularly scheduled City Council meeting dates for 2024 as follows: (1) January 1, 2024 -Cancelled; (2) January 15, 2024 - Rescheduled to January 22, 2024; (3) February 19, 2024 - Rescheduled to February 26, 2024; and (4) September 2, 2024-Rescheduled to September 9, 2024.**

Regular Agenda

- 14. FIRST READING: Discuss and consider a Resolution approving the Economic Development Project between the Seagoville Economic Development Corporation and Rosemary (Rosemaria) Aguirre, doing business as 5 Star Barber Academy, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the Parties.**
- 15. Discuss and consider an Ordinance amending Chapter 17, Traffic, Article 17.04, Parking, Stopping or Standing, Division 2, Parking Regulations on Specific Streets, by repealing and replacing Section 17.04.058 to provide for no parking on the north side of Cain Street, the entire distance, from Simonds Road southeast to its intersection with Highway 175 Frontage Road; providing for no parking on the south side of Cain Street, from its point of intersection with Simonds Road southeast to a point approximately 525 feet from its point of intersection with Highway 175 Frontage Road.**
- 16. Discuss and consider a Resolution authorizing the City Manager to enter into a Software License Agreement and Software Assurance Addendum with Integrated Computer Systems, Inc. (ICS) approving the terms and conditions of the agreement.**
- 17. SECOND READING: Discuss and consider a Resolution approving the Economic Development Project between the Seagoville Economic Development Corporation and Rosemary (Rosemaria) Aguirre, doing business as 5 Star Barber Academy, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the Parties.**
- 18. Items of community interest and councilmember reports.**

Pursuant to Section 551.0415 of the Texas Government Code, the City Council or City Administration may report information on the following items: 1) expression of thanks, congratulations, or condolences, 2) information about holiday schedules, 3) recognition of individuals, 4) reminders about upcoming City events, 5) information about community events, and 6) announcements involving an imminent threat to public health and safety.

19. Discuss future agenda items.

EXECUTIVE SESSION

20. City Council may convene into closed Executive Session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the City Attorney regarding the proposed mass gathering ordinance.

21. City Council may convene into closed Executive Session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee:

- A. City Manager**
- B. City Attorney**
- C. City Secretary**

REGULAR SESSION

22. Take any necessary action as a result of the closed Executive Session.

23. Discuss and consider adopting an Ordinance amending the Code of Ordinances by adding a new Article 7.11 “Mass Gatherings” to Chapter 7 “Business Regulations”.

24. Adjourn

CERTIFICATE

I certify that the above Notice of Meeting was posted on the bulletin board at the City Hall of the City of Seagoville, Texas on this 29th day of September 2023, by 5 p.m.

Sara Egan, City Secretary

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

UPCOMING DATES:

- New Operating Hours: Monday – Thursday 7:30 a.m. – 5:30 p.m.
- Monday, October 9, 2023, Holiday
- Monday, October 16, 2023, Regular City Council Meeting



TO: Mayor and City Council
FROM: Ray Calverley, Chief of Police
DATE: October 2, 2023
ITEM: 7
DESCRIPTION: Recognition and Presentation of the Life Saving Award.

ATTACHMENTS

1. Event Summary



City of Seagoville Police Department

600 North US Highway 175
Seagoville, Texas 75159
Phone 972.287.2999 Fax 972.287.2917
www.seagoville.us



Life Saving Recognition

Date of event: September 3, 2023

Location: 1300 Blk. of Bluffview

Call: Suicidal subject

On the above listed date at approximately 11:33 PM Sgt. Donald Blasingame and Corporal Joshua Benavides answered a call involving a possible suicidal subject. These type calls are very unpredictable and often very dangerous in nature as this one truly was.

The caller had informed dispatch that the suicidal subject was in a black Ford SUV, but that was about all the information given. When the first officer arrived on scene (Sgt. Blasingame) he positioned himself so that he could see the parking lot while waiting on his back-up Cpl. Benavides. Sgt. Blasingame described that he could see the black SUV and heard a motor rev then saw the black SUV accelerate rapidly toward the parking lot exit.

Sgt. Blasingame could see the back hatch on the SV open and what appeared to be some type of rope hanging out of the back of it. Shortly after observing the vehicle exit the parking lot, the vehicle lost control and struck a mail box bringing it to a stop. Still not knowing how the subject was threatening to commit suicide, Sgt. Blasingame held his position thinking the subject may have a weapon. Cpl. Benavides arrival a few seconds later at which point the officers could see the subject slumped over toward the middle of the vehicle. Thinking that the subject had shot himself officers approached with caution.

Once the officers were at the vehicle they opened the door and saw that the rope that was hanging out was tied around the driver's neck. Officers immediately started trying to get the unresponsive subject out of the vehicle where Officer Benavides managed to cut the rope off that have cinched up tightly around the subject neck. The subject was revived and started breathing again on his own after several seconds

It was determined after the subject was revived and being treated by EMS that the subject had tied one end of the rope to a dumpster in the parking lot and secured the other end around his neck. When the subject took off out of the parking lot in his vehicle the rope tightened up around his neck cutting off circulation and his ability to breath causing him to lose consciousness, apparently simultaneously causing the rope to broke.

For their quick thinking and the actions that these two officers took, which undoubtedly saved this person's life, Sgt. Donald Blasingame and Cpl. Joshua Benavides are hereby awarded the Certificate and Life Saving bar.



TO: Mayor and City Council
FROM: Sara Egan, City Secretary
DATE: October 2, 2023
ITEM: 10
DESCRIPTION: Consider approving the following City Council meeting minutes: September 18, 2023.

RECOMMENDATION

Recommend approval of the meeting minutes.

ATTACHMENTS

1. September 18, 2023 Minutes



City of Seagoville

Meeting Agenda

Minutes

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, September 18, 2023

6:30 PM

Council Chambers

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

Also present were City Manager Patrick Stallings, City Attorney Victoria Thomas, and City Secretary Sara Egan.

The City Council of the City of Seagoville met in a Regular Called Meeting on Monday, September 18, 2023, at 6:30 p.m. in the City Council Chambers of City Hall, 702 N. Hwy 175, Seagoville, Texas.

WORK SESSION – 6:30 PM

1. Call to Order

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

2. Discuss Regular Session items.

Director of Community Development Bill Medina will brief Council on the Public Hearings.

Director of Public Works Chris Ryan will brief Council on regular agenda items 16 through 18.

3. Review and discuss future City Council meeting dates.

City Council reviewed future meeting dates for the remainder of 2023 and all of 2024.

4. Adjourn

Mayor Sebastian adjourned from Work Session at 6:57 p.m.

REGULAR SESSION – 7:00 PM

5. Call to Order

Mayor Sebastian called the Regular Session to order at 7:01 p.m.

6. Invocation

Mayor Pro Tem Magill led the invocation.

7. Pledge of Allegiance

The City Council led the pledge of allegiance.

8. Proclamation

Present a Proclamation designating September 18, 2023, as “Educator’s Day”.

Mayor Sebastian and Councilmember Grimes presented the Proclamation to Seagoville High School Principal Janie Carballo and Head Coach Stephen Jackson.

9. Mayor’s Report

There are a number of great things happening in the city. The Mayor is sending out letters in favor of potential opportunities.

10. Citizen’s Comments

No one signed up to speak.

Consent Agenda

Mayor Pro Tem Magill made a motion to approve Consent Agenda Item 11, seconded by Councilmember Howard. The motion passed by a unanimous vote (5/0).

11. Consider approving the following City Council meeting minutes: September 11, 2023.**Public Hearing****12. Conduct a public hearing and consider adoption of an Ordinance amending the Code of Ordinances, as amended, by amending Title II: “Buildings; Development; Zoning”, Chapter 25 “Zoning”, article 25.02 “Zoning Ordinance”, at Division 12 “A Apartment Dwelling District Regulations”, by repealing and replacing section 25.02.252 “Height Regulations”.**

Mayor Sebastian opened the public hearing at 7:07 p.m.

Mr. Medina approached the podium to answer any questions.

Mayor Sebastian invited members of the public to speak. No one spoke for or against.

Mayor Sebastian closed the public hearing at 7:07 p.m.

Councilmember Hernandez made a motion to approve Agenda Item 12, seconded by Mayor Pro Tem Magill. The motion passed by a unanimous vote (5/0).

Ordinance No. 26-2023

13. Conduct a public hearing and consider approving an Ordinance amending the Code of Ordinances, as amended, by amending Title II: “Buildings; Development; Zoning”, Chapter 25 “Zoning”, article 25.02 “Zoning Ordinance”, at Division 22 “PD Planned Development District Regulations”, Section 25.02.533 “Planned Development requirements”.

Mayor Sebastian opened the public hearing at 7:08 p.m.

Mr. Medina approached the podium to answer any questions.

Mayor Sebastian invited members of the public to speak. No one spoke for or against.

Mayor Sebastian closed the public hearing at 7:09 p.m.

Mayor Pro Tem Harold Magill made a motion to approve Agenda Item 13, seconded by Councilmember Epps. The motion passed by a unanimous vote (5/0).

Ordinance No. 27-2023

14. Conduct a public hearing and consider adoption of an Ordinance amending the Comprehensive Zoning Ordinance and map, as previously amended, by changing the zoning from Planned Development-21-05(“PD-21-05”)to Planned Development 21-05 with a special use permit for temporary concrete batch plant (“PD-21-05-SUP), to allow for temporary placement and operation of a concrete batch plant on an approximately 1.06 acre tract of land contained within Planned Development 21-05 and being further described as situated in the John D. Merchant Survey, Abstract No. 310, Kaufman County Texas, being part of a called 333.291 acre tract of land described in deed to Seagoville Laguna Azure, LLC, recorded in instrument No. 2021-0000692 and instrument No. 2021-0004741, official public records of Kaufman County, Texas and being more particularly described and depicted in Exhibit “A”; providing for special conditions.

Mayor Sebastian opened the public hearing at 7:11 p.m.

Mr. Medina approached the podium to answer any questions.

Mayor Sebastian invited members of the public to speak. No one spoke for or against.

Mayor Sebastian closed the public hearing at 7:14 p.m.

Councilmember Howard made a motion to approve Agenda Item 14, seconded by Mayor Pro Tem Magill. The motion passed by a unanimous vote (5/0).

Ordinance No. 28-2023

Regular Agenda

- 15. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide asphalt road work on Bluff Road for compensation in an amount not to exceed Three Hundred Ninety Thousand Fifty Dollars and Zero Cents (\$390,050.00) as set forth in Exhibit C; and authorizing the City Manager to sign all necessary documents.**

Councilmember Epps made a motion to approve Agenda Item 15, seconded by Councilmember Hernandez. The motion passed by a unanimous vote (5/0).

Resolution No. 70-R-2023

- 16. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide asphalt road work on Hall Road for compensation in an amount not to exceed Eight Hundred Ninety-Seven Thousand Four Hundred Fifty Dollars and Zero Cents (\$897,450.00) as set forth in Exhibit C; and authorizing the City Manager to sign all necessary documents.**

Councilmember Howard made a motion to approve Agenda Item 16, seconded by Mayor Pro Tem Magill. The motion passed by a unanimous vote (5/0).

Resolution No. 71-R-2023

- 17. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to provide asphalt road work on Petty White Park Parking Lot for compensation in an amount not to exceed Two Hundred Six Thousand Six Hundred Fifty Dollars and Zero Cents (\$206,650.00) as set forth in Exhibit C; and authorizing the City Manager to sign all necessary documents.**

Councilmember Epps made a motion to approve Agenda Item 17, seconded by Mayor Pro Tem Magill. The motion passed by a unanimous vote (5/0).

Resolution No. 72-R-2023

- 18. Discuss and consider approving a Resolution of the City of Seagoville, Texas, ratifying the City Managers action to repair a partially collapsed sewer trench and parking lot at 1206 north U.S. Hwy 175; and authorizing the City Manager to make payment to Anderson Asphalt & Concrete Paving in an amount not to exceed \$33,100.00; as set forth in Exhibit C.**

Mayor Pro Tem Magill made a motion to approve Agenda Item 18, seconded by Councilmember Howard. The motion passed by a unanimous vote (5/0).

Resolution No. 73-R-2023

- 19. Discussion regarding a potential civic center.**

This item was placed on the agenda at the request of Mayor Pro Tem Magill for discussion. The City Council expressed an interest in a public-private partnership for this project.

- 20. Items of community interest.**

Councilmember Hernandez expressed thanks to the Public Works Department.

- 21. Discuss future agenda items.**

Councilmember Hernandez requested a discussion of additional holiday dates for November and December of 2023.

Mayor Sebastian recessed the Regular Session to convene into Executive Session at 7:22 p.m.

EXECUTIVE SESSION

22. City Council may convene into closed Executive Session pursuant to Section 551.071 of the Texas Government Code to seek legal advice from the City Attorney regarding the proposed mass gathering ordinance.

Mayor Sebastian adjourned the Executive Session at 8:16 p.m.

REGULAR SESSION

Mayor Sebastian reconvened into the Regular Session at 8:18 p.m.

23. Take any necessary action as a result of the closed Executive Session.

There was no action as a result of Executive Session.

24. Discuss and consider adopting an Ordinance of the City of Seagoville, Texas, amending the Code or Ordinances of the City of Seagoville, by adding a new Article 7.11 “Mass Gatherings” to Chapter 7 “Business Regulations”; providing for a penalty of fine not to exceed the sum of two thousand (\$2,000.00) dollars for each offense; providing a repealing clause; providing a severability clause; and providing for an effective date.

Mayor Sebastian postponed this agenda item for the October 2, 2023 meeting.

25. Adjourn

There being no further business before the City Council, the meeting was adjourned at 8:19 p.m.

APPROVED:

ATTEST:

Lackey Stepper Sebastian, Mayor

Sara Egan, City Secretary



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: October 2, 2023
ITEM: 11
DESCRIPTION: Discuss and consider an Ordinance of the City Council of the City of Seagoville amending the master fee schedule relating to fees for public improvements plan review and inspections; providing a repealing clause; providing a severability clause; and providing an effective date.

INTRODUCTION

The purpose of this item is to provide the Public Works Department with an inspection fee schedule.

BACKGROUND

Texas Local Government Code, §212.906, effective September 1, 2023, prohibits a city from considering the cost of constructing or improving the public infrastructure for a subdivision, lot, or related property development in determining the amount of a fee assessed by the city for an application, review, engineering, inspection, acceptance, administrative, or other fee imposed by the city related to the acceptance, review, or processing of engineering or construction plans or for the inspection of improvements for construction of a subdivision or lot or a related improvement associated with or required in conjunction with that construction

FINANCIAL IMPACT

N/A

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Ordinance

**AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS
ORDINANCE NO. _____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE AMENDING THE MASTER FEE SCHEDULE RELATING TO FEES FOR PUBLIC IMPROVEMENTS PLAN REVIEW AND INSPECTIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Texas Local Government Code, §212.906, effective September 1, 2023, prohibits a city from considering the cost of constructing or improving the public infrastructure for a subdivision, lot, or related property development in determining the amount of a fee assessed by the city for an application, review, engineering, inspection, acceptance, administrative, or other fee imposed by the city related to the acceptance, review, or processing of engineering or construction plans or for the inspection of improvements for construction of a subdivision or lot or a related improvement associated with or required in conjunction with that construction; and

WHEREAS, the City Council finds it necessary and in the public interest to adopt this resolution for the purpose of amending the City of Seagoville Master Fee Schedule by adopting new fees to conform to the above referenced amendment to state law.

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

SECTION 1. The City of Seagoville Master Fee Schedule is hereby amended by repealing in its entirety the fee set forth therein for Public Works Department “Inspection Fee” and replacing it with the following:

“INSPECTION FEES”

Fees Due at Pre-Construction Meeting:		
<i>Inspection Fees On Public Improvements for the project*</i>	Unit Rate	Extended Value
Length of Public Water Main Installation (LF) =	\$3.94/LF	
Length of Public Sanitary Sewer Installation (LF) =	\$5.81/LF	
Area of Public Pavement, excepting fire lanes (SY) =	\$2.19/SY	
Length of Public Storm Sewer Pipe Installation (LF) =	\$6.15/LF	
Inspection Fee (Total Sum of the above elements) =		

* Basis of fee must be supported by engineer certification of summary of quantity for each element of public improvement category (water, sewer, storm and paving) from the approved construction plans.

SECTION 2. In the event there is a conflict between the fees listed in this ordinance and any previous fees adopted by resolution or other ordinance, the fees set forth in this ordinance shall supersede any previous fees adopted by resolution or other ordinance.

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

SECTION 4. This Ordinance and the fees established herein shall take effect on the 1st day of September, 2023, and it is accordingly so resolved.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 2nd day of October 2023.

APPROVED:

Lackey Stepper Sebastian, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
4864-3987-4936, v. 1



TO: Mayor and City Council

FROM: Christine Wirth, Support Services Manager

DATE: September 22, 2023

ITEM: 12

DESCRIPTION: Consider a Resolution of the City Council of the City of Seagoville, Texas, authorizing the City Manager to enter into a work order (agreement) with the City of Garland, Texas in accordance with and governed by the Master Interlocal Radio Service Agreement between the cities; repealing all resolutions in conflict; providing an effective date.

INTRODUCTION

The purpose of this item is to renew the annual Service Agreement and Subscriber fees to ensure proper repair and maintenance of our radio system.

BACKGROUND

Garland and Seagoville are political subdivisions within the State of Texas, and each is engaged in the provision of governmental services for the benefit of its citizens; and both Garland and Seagoville are home rule municipalities as allowed by Tex. Const. Art. 5; and the Interlocal Cooperation Act, Tex. Gov't Code Ann. 791.001 et seq. (the "Act"), provides authority for local governments of the State of Texas to enter into interlocal agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and Garland and Seagoville are local governments as that term is defined in the Act and this Master Agreement is being entered into pursuant to and under the authority of the Act; and municipalities own and operate radio systems and other public safety communication devices for the purpose of providing radio communications in support of their governmental operations; and the municipal radio systems and public safety communications devices periodically need repairs, upgrades, and routine maintenance; and in order to provide dependable/mission-critical radio service for use by each of the Cities and their respective users, Garland and Seagoville desire to enter into this Master Agreement to provide maintenance and repair services for said radio systems and public safety devices used by the Cities and their respective users, as such radio system coverage is essential and a necessary component of providing certain vital government services by each respective City, including, without limitation, police, fire, emergency medical, community development, and public works protection provided by each City to ensure safe, effective and efficient communications, and to benefit the greatest number of citizens both now and in the future; and this Master Agreement memorializes the agreement between the Cities regarding the maintenance and repair of the radio system and other public safety devices.



FINANCIAL IMPACT

The annual Service Agreement, Subscriber fees, \$11,211.00; Subscriber Technical Support, \$7200.00 and Covered Services, \$16,500.00; totaling \$34,911 as budgeted in FY 2023-2024 Budgeted under Support Services Department, Software Support Fund.

RECOMMENDATION

It is the recommendation of the Police Department to renew the annual Service Agreement and Subscriber Fees to ensure proper repair and maintenance of our radio system.

ATTACHMENTS

1. Resolution
2. ILA Work Order

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A WORK ORDER (AGREEMENT) WITH THE CITY OF GARLAND, TEXAS IN ACCORDANCE WITH AND GOVERNED BY THE MASTER INTERLOCAL RADIO SERVICE AGREEMENT BETWEEN THE CITIES; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Garland and Seagoville entered into a Master Interlocal Radio Service Agreement (“Master Agreement”) on or about November 8, 2020; and

WHEREAS, under the terms of that Master Agreement, the Cities will enter into an annual agreement, also referred to as the Work Order, to identify the scope of the work and cost thereof for the each fiscal year; and

WHEREAS, the Cities have negotiated the Work Order, attached hereto as Exhibit “A”, to cover 2023-2024 fiscal year, with the amounts that would be due thereunder having been included in the City’s 2023-2024 budget.

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

SECTION 1. The City Council hereby approves the annual agreement or Work Order with the City of Garland for Fiscal Year 2023-2024 in substantially the form of that attached hereto and incorporated herein by this reference as Exhibit “A”, said Work Order being governed by and made in accordance with the Master Interlocal Radio Service Agreement between the City of Seagoville and the City of Garland and further authorizes the City Manager to execute the Work Order and all related and necessary documents on behalf of the City of Seagoville.

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

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

DULY PASSED and approved by the City Council of the City of Seagoville, Texas, on this the 2nd day of October 2023.

APPROVED:

Lakey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
4894-3065-3315, v. 1

EXHIBIT A
[Work Order with City of Garland]

4894-3065-3315, v. 1

**WORK ORDER SUBJECT TO THE TERMS AND CONDITIONS
OF MASTER INTERLOCAL RADIO SERVICES AGREEMENT**

This Work Order Subject to the Terms and Conditions of the Master Interlocal Radio System Service Agreement (the “Work Order”) is entered into between the City of Garland, Texas (“Garland”) and the City of Seagoville, Texas, (“Seagoville”) (individually, Garland and Seagoville are also referred to as a “Party,” collectively, referred to herein as the “Cities” or “Parties”).

WHEREAS, Garland and Seagoville entered into a Master Interlocal Radio Service Agreement (“Master Agreement”) on or about November 8, 2020; and

WHEREAS, the Cities desire to identify the scope of the work and cost thereof for the 2023-2024 fiscal year;

NOW, THEREFORE, for and in consideration of the mutual benefits and obligations set forth in this Work Order, the Cities agree as follows:

2023.001 Incorporation by reference. This Work Order is subject to the terms and conditions of the Master Agreement, the terms of which are incorporated herein by reference.

2023.002 Duration. This Work Order shall be in effect from midnight, October 1, 2023, through 11:59 p.m., September 30, 2024.

2023.003 Services provided. During the pendency of this Work Order, Garland agrees to provide the services described in Articles 2 and 3 of the Master Agreement.

2023.004 Fees. Seagoville shall pay Garland for these services as follows:

(a) **Subscriber fees.** Seagoville shall pay Garland Five and No/100 Dollars (\$5.00) per month for each mobile, portable, and control station subscriber. Additional Subscribers may be added at any time by paying this fee in full.

Subscriber Technical Support	\$7,200.00
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(b) **Covered Services.** Seagoville agrees to pay Garland the lump sum of Sixteen thousand, five hundred Dollars and Zero Cents (\$16,500.00) for the remaining Covered Services, said payment to be made on or before November 15, 2023. The Parties agree that, pursuant to the Master Agreement, the term “Covered Services” applies only to the labor necessary to troubleshoot and repair the Covered Equipment, and specifically excludes equipment, parts, and Consumables necessary for repairs and maintenance. These items, as well as any shipping and handling fees Garland incurs in sending any Covered Equipment or Subscriber Radios to the manufacturer for repairs (and any manufacturer fees, including shipping and handling fees, for any out-of-warranty repair work) shall be invoiced to Seagoville on a periodic basis.

On-Site Infrastructure Technical Support	\$9,500.00
On-Site FSA Technical Support	\$1,000.00
On-Site Microwave Technical Support	\$4,000.00
On-Site Infrastructure Preventive Maint.	<u>\$2,000.00</u>
Total	\$16,500.00

(c) **Special Project rate.** Pursuant to Section 4.03(c) of the Master Agreement, for any Special Project approved by Seagoville during the pendency of this Work Order, Garland shall charge Seagoville the rate of Eighty-five Dollars (\$85) per hour, with one hour minimum, for work performed on that Special Project, plus any applicable expenses for shipping and handling fees, equipment, parts, and Consumables necessary for repairs and maintenance. Garland shall invoice Seagoville for these fees and expenses on a periodic basis.

EXECUTED this ____ day of _____, 2023.

CITY OF GARLAND, TEXAS

 Judson Rex
 City Manager

Approved as to form:

 Stephen M. Hines
 Sr. Assistant City Attorney

EXECUTED this ____ day of _____, 2023.

CITY OF SEAGOVILLE, TEXAS

 Patrick Stallings
 City Manager

Approved as to form:

 Victoria W. Thomas, City Attorney



TO: Mayor and City Council
FROM: Sara Egan, City Secretary
DATE: October 2, 2023
ITEM: 13
DESCRIPTION: Consider approving cancellation and/or rescheduling of four regularly scheduled City Council meeting dates for 2024 as follows: (1) January 1, 2024 -Cancelled; (2) January 15, 2024 - Rescheduled to January 22, 2024, (3) February 19, 2024 - Rescheduled to February 26, 2024 and (4) September 2, 2024-Rescheduled to September 9, 2024.

INTRODUCTION

The purpose of this agenda item is to confirm regularly scheduled meeting dates for the upcoming year.

BACKGROUND

Mayor and City Council reviewed the remaining regular meeting dates for 2023 and all of 2024 at the September 18, 2023 meeting. Regular meetings are held on the first and third Monday of the month. Based on City Council's feedback there will be no changes to the meeting dates for the remainder of 2023. For 2024, certain meeting dates conflicted with holiday dates. Those meetings have been cancelled or rescheduled to the following Monday as discussed by the City Council. Approval of the listed dates does not prevent City Council from making any future adjustments as necessary.

Home Rule Charter, Article 3, Section 3.10 Meetings of the City Council:

Regular Meetings: The City Council shall hold at least one (1) regular meeting each month and as many additional meetings as it deems necessary to transact the business of the City.

RECOMMENDATION

Recommend approval of the 2024 meeting dates.

ATTACHMENTS

1. 2024 Regular Meeting Dates

2024 City Council Meeting Dates

Meetings are typically held 1st & 3rd Monday of the month. Changes may occur due to holidays or conflicts.

January 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	27	28	29	30
31						

January	Description	Event Type
01/01/24 (Mon)	New Year's Day	Holiday
01/15/24 (Mon)	Martin Luther King, Jr.	Holiday
01/22/24 (Mon)		Regular Meeting

February 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

February	Description	Event Type
02/05/24 (Mon)		Regular Meeting
02/19/24 (Mon)	Presidents Day	Holiday
02/26/24 (Mon)		Regular Meeting

March 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

March	Description	Event Type
03/04/24 (Mon)		Regular Meeting
03/18/24 (Mon)		Regular Meeting

April 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

April	Description	Event Type
04/01/24 (Mon)		Regular Meeting
04/15/24 (Mon)		Regular Meeting

May 2024						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May	Description	Event Type
05/06/24 (Mon)		Regular Meeting
05/20/24 (Mon)	Mid Year Budget Projections	Regular Meeting
05/27/24 (Mon)	Memorial Day	Holiday

June 2024						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June	Description	Event Type
06/03/24 (Mon)		Regular Meeting
06/19/24 (Wed)	Juneteenth National Independence Day	Holiday
06/17/24 (Mon)		Regular Meeting

2024 City Council Meeting Dates

Meetings are typically held 1st & 3rd Monday of the month. Changes may occur due to holidays or conflicts.

July 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July		
07/01/24 (Mon)		Regular Meeting
07/04/24 (Thu)	Independence Day	Holiday
07/15/24 (Mon)		Regular Meeting

August 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August		
08/05/24 (Mon)		Regular Meeting
08/19/24 (Mon)		Regular Meeting

September 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

September		
09/02/24 (Mon)	Labor Day	Holiday
09/09/24 (Mon)		Regular Meeting
09/11/24 (Wed)	Firefighter Holiday	Holiday
09/16/24 (Mon)		Regular Meeting

October 2024						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

October		
10/07/24 (Mon)		Regular Meeting
10/14/24 (Mon)	Columbus Day	Holiday
10/21/24 (Mon)		Regular Meeting

November 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November		
11/04/24 (Mon)		Regular Meeting
11/11/24 (Mon)	Veterans Day	Holiday
11/18/24 (Mon)		Regular Meeting
11/27/24 (Wed)	Thanksgiving Day	Holiday
11/28/24 (Thu)	Thanksgiving Day	Holiday

December 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

December		
12/02/24 (Mon)		Regular Meeting
12/16/24 (Mon)		Regular Meeting
12/25/24 (Wed)	Christmas Day	Holiday
12/26/24 (Thu)	Designated by City Manager	Floating Holiday

This is an annual forecast. Meeting dates are subject to change.



TO: Mayor and City Council

FROM: Steve Davis, Assistant Police Chief

DATE: October 2, 2023

ITEM: 14

DESCRIPTION: Discuss and consider an Ordinance of the City of Seagoville, Texas, amending Chapter 17, Traffic, Article 17.04, Parking, Stopping or Standing, Division 2, Parking Regulations on Specific Streets, by repealing and replacing Section 17.04.058 to provide for no parking on the north side of Cain Street, the entire distance, from Simonds Road southeast to its intersection with Highway 175 Frontage Road; providing for no parking on the south side of Cain Street, from its point of intersection with Simonds Road southeast to a point approximately 525 feet from its point of intersection with Highway 175 Frontage Road.

INTRODUCTION

The purpose of this agenda item is to provide parking regulations for Cain Street from Simonds Road to Highway 175 Frontage Road.

BACKGROUND

Prior to 1977, an ordinance was adopted prohibiting parking on either side of Cain Street for the entire distance. This ordinance was put into place prior to the development on the narrow portion of that area known as the triangle. With the north side of Cain Street being primarily residential, the no parking provisions are believed to be in the best interest of those living and traveling on Cain Street. The south side from Simonds Road traveling southwest up to the property line of the strip center is also an area wherein no parking regulations on Cain Street are believed to be in the best interest of those businesses. However, allowing parking on the south side of Cain Street beginning approximately 525' from Cain Street's intersection with the Highway 175 Frontage Road, being the public way abutting the strip center, would serve the businesses and patrons by providing additional parking without creating a safety issue.

FINANCIAL IMPACT

N/A

RECOMMENDATION

Staff recommends approval of the ordinance.

ATTACHMENTS

1. Ordinance
2. Aerial Street View

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 17 “TRAFFIC”, ARTICLE 17.04 “PARKING, STOPPING OR STANDING”, DIVISION 2. PARKING REGULATIONS ON SPECIFIC STREETS”, BY REPEALING AND REPLACING SECTION 17.04.058 “CAIN STREET” TO PROVIDE FOR NO PARKING ON THE NORTH SIDE OF CAIN STREET, THE ENTIRE DISTANCE, FROM SIMONDS ROAD SOUTHEAST TO ITS INTERSECTION WITH HIGHWAY 175 FRONTAGE ROAD AND PROVIDING FOR NO PARKING ON THE SOUTH SIDE OF CAIN STREET, FROM ITS POINT OF INTERSECTION WITH SIMONDS ROAD SOUTHEAST TO A POINT BEGINNING APPROXIMATELY 525 FEET FROM ITS POINT OF INTERSECTION WITH HIGHWAY 175 FRONTAGE ROAD; DIRECTING THE CITY MANAGER TO CAUSE THE APPROPRIATE SIGNAGE TO BE ERECTED; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City provides for no stopping, standing or parking on specific streets within the City when signs are erected or curbs are painted on such street providing notice; and,

WHEREAS, the City has determined that to protect the general welfare, health and safety of the citizens of the City it is necessary to prohibit the stopping, standing and parking on the Cain Street, as described herein;

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

SECTION 1. The Code of Ordinances of the City of Seagoville, Texas is hereby amended by amending Chapter 17, “Traffic”, Article 17.04, “Parking, Stopping or Standing”, Division 2, “Parking Regulations on Specific Streets”, by repealing and replacing Section 17.04.058, “Cain Street”, in its entirety, to read as follows:

“Chapter 17. Traffic

...

Article 17.04 Parking, Stopping or Standing

...

Division 2. Parking Regulations for Specific Streets

...

Sec. 17.04.058 Cain Street

- (a) It shall be unlawful for any person to leave, stand, or park any motor vehicle or other vehicle or impediment at any time on the north side of Cain Street, the entire distance, from Simonds Road east to its intersection with Highway 175 Frontage Road.

- (b) It shall be unlawful for any person to leave, stand, or park any motor vehicle or other vehicle or impediment at any time on the south side of Cain Street, from its point of intersection with Simonds Road southeast to a point approximately 525 feet from its intersection with Highway 175 Frontage Road.

...”

SECTION 2. The City Manager is hereby directed to cause appropriate signs to be erected giving notice of the no parking zones established herein and such provision shall not be effective unless such signs or markings are in place at the time of an alleged offense.

SECTION 3. All ordinances of the City of Seagoville in conflict with the provisions of this ordinance are hereby repealed and all other ordinances of the City of Seagoville not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. An offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 5. Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other

than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 6. Any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of two hundred dollars (\$200.00) for each offense.

SECTION 7. This ordinance shall take effect from and after its passage.

DULY PASSED by the City Council of the City of Seagoville, Texas, this the 2nd day of October, 2023.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

VICTORIA W. THOMAS, CITY ATTORNEY
4885-1321-4851, v. 1



Seagoville Inn Seagoville
Booking.com - Hóteles

Best Western Executive Inn
4.1 (489)
2-star hotel

Starwood Cafe
Breakfast - \$8

Seagoville Economic Development

Restripe Plus

Seagoville Cycle
Temporarily closed

Cardoso Income Tax

Cain St

Cain St

Cain St

Cain St

US-175 Frontage Rd

US-175 Frontage Rd

US-175 Frontage Rd

175

175

175

US-175 Frontage Rd

US-175 Frontage Rd

US



TO: Mayor and City Council

FROM: Christine Wirth, Support Services Manager

DATE: October 2, 2023

ITEM: 15

DESCRIPTION: Discuss and consider approving a Resolution authorizing the City Manager to enter into a Software License Agreement and Software Assurance Addendum with Integrated Computer Systems, Inc. (ICS) approving the terms and conditions of the agreement; and providing an effective date.

INTRODUCTION

The purpose of this item is to enter into an agreement with ICS to upgrade the CAD/RMS system for the Police Department, Fire Department and Support Services, to include all sections within the departments.

BACKGROUND

ICS Software License Agreement and Software Assurance Addendum is in consideration of the payment of the license fees set forth in the ICS Quotation pertaining hereto, ICS grants Licensee a non-transferable license to use the package of computer programs (in machine-readable form only), data, and related materials, including documentation and listings, identified in the ICS Quotation (the Licensed Software), subject to the terms of this Agreement. ICS will supply fully functional databases with sample records. These databases contain proprietary engineering, data structures and stored software procedures. ICS supplied databases with imbedded stored procedures are additional Licensed Software. The Licensee owns the data stored inside the databases and can export the data to be used for any purpose.

ICS will provide a software program for dispatching (CAD), managing (RMS) and GPS for our public safety responders. This software is an upgrade to the system being used at this time and will provide more functionality within the software such as routing ANI/ALI information into the CAD system. Advanced mapping with GPS plots active calls and responders. An Incident Command System for major incidents for a controlled and organized response. There is also a K-9 module, Animal Control module and electronic citation module, and a Drone module, just to mention a few. This software program is a major upgrade and gives us many more additional modules than our existing software program. This software program will better serve our first responders and our community.



FINANCIAL IMPACT

Payment Terms are as follows:

Date	Amount Due (Applied to Software purchase price)	Amount Due (Software Assurance Plan/Annual Maintenance Support Fees)	Total Invoiced
Contract Signing	\$20,000.00	\$0	\$20,000.00
Oct. 2, 2023 (Go Live)	\$153,638.63	\$0	\$153,638.63
Oct. 1, 2024	\$86,819.31	\$55,180.75	\$142,000.06
Oct. 1, 2025	\$86,819.31	\$56,836.17	\$143,655.48

RECOMMENDATION

It is the recommendation of the Police Department to enter into an Agreement ICS to better our services and safety with our personnel and citizens.

ATTACHMENTS

1. Resolution
2. Software License Agreement
3. Software Assurance Addendum
4. Quote for Police Department
5. Quote for Fire Department
6. Payment Terms

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOFTWARE LICENSE AGREEMENT AND SOFTWARE ASSURANCE ADDENDUM WITH INTEGRATED COMPUTER SYSTEMS, INC. (ICS); APPROVING PAYMENT TERMS RELATED THERETO; PROVIDING A CONFLICTS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Integrated Computer Systems, Inc. (ICS) is willing to provide a software database system for the Fire Department, Police Department and Animal Services with their Software License Agreement and Software Assurance Addendum for a period of one year, with the Agreement to renew automatically on each annual anniversary date, with annual maintenance fees after the first year under the Agreement on each anniversary date, unless a party provides notice of intent not to renew; and

WHEREAS, City staff recommend approval of the Software License Agreement and Software Assurance Addendum, including the Maintenance Terms and Conditions thereto;

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

SECTION 1. The City Council hereby approves the Software License Agreement and Software Assurance Addendum with Integrated Computer Systems, Inc. in substantially the form attached hereto and incorporated herein by this reference collectively as Exhibit "A" for the compensation and on the payment terms set forth in the Payment Terms sheet attached hereto and incorporated herein by this reference as Exhibit "B". The City Council further authorizes the City Manager to execute the Software License Agreement and Software Assurance Addendum in substantially the form attached hereto and all related and necessary documents.

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

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

DULY PASSED and approved by the City Council of the City of Seagoville, Texas, on this the 2nd day of October 2023.

APPROVED:

Lakey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
4883-3384-2819, v. 1

EXHIBIT A
[Software License Agreement and Software Assurance Addendum]

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and entered into effective as of the date this Agreement is signed by both parties below, and is by and between:

Integrated Computer Systems, Inc. ("ICS")
7300 SH 121 SB
Suite 470
McKinney, Texas 75070

and

The City of Seagoville Texas
702 N Highway 175
Seagoville, TX 75159

Licensee desires to license from ICS certain software owned by ICS, as set forth in the ICS Quotation executed by the Licensee in connection with this Agreement, and ICS desires to grant such a license to Licensee, pursuant to the terms and conditions of this Agreement.

In consideration of the mutual agreements contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensed Software

1.1 ICS'S LICENSED SOFTWARE IS COPYRIGHTED BY ICS AND/OR ITS LICENSORS AND IS LICENSED (NOT SOLD). ICS DOES NOT SELL OR TRANSFER TITLE TO THE LICENSED SOFTWARE TO LICENSEE. THE LICENSE OF THE LICENSED SOFTWARE WILL NOT COMMENCE UNTIL LICENSEE HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF ICS HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY LICENSEE.

1.2 In consideration of the payment of the license fees set forth in the ICS Quotation pertaining hereto, ICS grants Licensee a non-exclusive, non-transferable license to use the package of computer programs (in machine-readable form only), data, and related materials, including documentation and listings, identified in the ICS Quotation (the "Licensed Software"), subject to the terms of this Agreement (including the restrictions with respect to Data Conversion set forth in Section 7).

1.3 ICS will supply fully functional databases with sample records. These databases contain proprietary engineering, data structures and stored software procedures (improves performance by processing on the server). ICS supplied databases with imbedded stored procedures are additional Licensed Software. The Licensee owns the data stored inside the databases and can export the data to be used for any purpose.

2. Licensee Rights

2.1 Licensee may install and use the Licensed Software only in Licensee's own facility. Licensee shall give ICS written notice if the location of Licensee's facility changes.

2.2 Licensee may use and execute the Licensed Software only for purposes of serving the internal needs of Licensee's agency, except as specifically set forth in this Agreement.

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2.5 If Licensee and a third party entity (the "Shared Agency") desire to enter into an arrangement whereby



Licensee will act as a "Host Agency" and permit the Shared Agency to access the Licensed Software through Licensee, the Shared Agency and ICS will execute an Addendum Agreement for such arrangement and attach it to this Agreement as Attachment A. ICS will bill Licensee directly for the applicable license fees, and Licensee agrees to be responsible for timely payment of such invoices. Licensee shall require the Shared Agency to comply with the terms of this Agreement and shall notify ICS and cooperate as reasonably requested by ICS in the event of any non-compliance.

3. Fees and Payments

Licensee agrees to pay for the ICS Licensed or Sublicensed Software. Upon execution of this Agreement, Licensee agrees to pay fifty percent (50%) of the license fee specified in this Agreement, unless otherwise specified in this Agreement. Within ten (10) days after the Software Installation Date, Licensee agrees to pay the balance of the fees specified herein.

4. Support

ICS shall support the Licensed Software in the manner specified in the "ICS Software Assurance Addendum" between the parties (the "Assurance Addendum"). Licensee is required to maintain the Assurance Addendum in force as a condition to the license of the Licensed Software under this Agreement.

5. Licensee Responsibilities

5.1 Licensee is responsible for selecting Agency Application Managers (one for each application area/department may be assigned) who are qualified to operate the Licensed Software on Licensee's own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Licensed Software. ICS reserves the right to refuse assistance or to charge additional fees if the ICS Application Manager seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Licensed Software.

5.2 Other components (hardware and/or software) may be required for the use of the Licensed Software. ICS assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.

5.3 Licensee is responsible for ensuring a proper environment and proper utilities for the computer system on which the Licensed Software will operate. Such environment includes, but is not limited to, use of the appropriate operating system at the version and release levels specified by ICS.

5.4 Except as expressly agreed in writing, ICS assumes no responsibility under this Agreement for converting Licensee's data files for use with the Licensed Software

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6.4 To the extent authorized by the Texas Public Information Act, Licensee may not utilize or permit a third party



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6.6 To the extent authorized by the Texas Public Information Act, Licensee shall keep confidential all non-public information provided to Licensee by ICS ("Confidential Information"), including the Licensed Software, future product plans, price lists, financial and business information, trade secrets, etc. To the extent authorized by the Texas Public Information Act, Licensee shall not use Confidential Information for any purpose other than the authorized purposes of this Agreement. To the extent authorized by the Texas Public Information Act, Licensee may disclose Confidential Information only to its employees who need to know such information, and who are bound to keep such information confidential. Licensee shall give ICS's Confidential Information at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable level of protection.

6.7 Licensee hereby authorizes ICS to enter Licensee's premises in order to inspect the Licensed Software in any reasonable manner during regular business hours, with or without prior notice, to verify Licensee's compliance with the terms of this Agreement.

6.8 Licensee acknowledges that, in the event of Licensee's breach of any of the foregoing provisions, ICS will not have an adequate remedy in money or damages. To the extent authorized by Texas Law and Constitution, ICS shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction within the state courts of Collin County, Texas immediately upon request, without the necessity of posting bond, in addition to any other remedies that may be available at law or in equity.

7. Data Transfer and Conversion

7.1 Unless otherwise specified in this Agreement, Licensee shall furnish all necessary data to ICS for transfer into the ICS system. All data will be provided to ICS in a Global Justice XML format or other mutually agreed upon data format. Licensee is responsible for insuring that all proprietary rights to the data provided to ICS are not in breach of any third party agreements between the Licensee and vendor/third party.

7.2 Data converted and transferred to the ICS system will be provided "as is". ICS makes no warranty for the fitness or use of the data within the ICS Licensed or Sublicensed Software.

7.3 No data transfer or conversion will be provided unless specifically stated herein.

7.4 If Licensee fails to supply the data as prescribed herein to ICS within 60 days of the ICS request for the data then ICS may cancel the data transfer/conversion agreement and refund the prorated amount of unused monies to the Licensee.

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its' system.

8.3 As Licensee's exclusive remedy for any material defect in the Licensed Software for which ICS is responsible, ICS shall use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event ICS does not correct or cure such nonconformity or defect after ICS has had a reasonable opportunity to do so, Licensee's exclusive remedy shall be the refund of the amount paid as the license fee for the defective or nonconforming module of the Licensed Software. ICS shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Licensed Software if Licensee has made any changes whatsoever to the Licensed Software, if the Licensed Software has been misused or damaged in any respect, or if Licensee has not reported to ICS the existence and nature of such nonconformity or defect promptly upon discover thereof.

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8.6 If a court or other legal authority finds that any part of the Licensed Software infringes a third party's intellectual property rights, or if ICS believes that it infringes, ICS will use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Licensed Software so it is no longer infringing, or to provide to Licensee substitute software that is non-infringing; provided that if in ICS's judgment such options are not commercially reasonable, ICS may terminate the license for the Licensed Software or the infringing portion thereof upon written notice to Licensee. ICS will have no liability for infringement arising out of modification of the Licensed Software by any party other than ICS, use of an outdated version of the Licensed Software, or the combination or use of the Licensed Software with any other software, hardware, equipment, product or process not furnished by ICS, if use of the Licensed Software alone and in its' current, unmodified form would not have been an infringement. ICS is not liable for any infringement claims based upon third party software or hardware.

9. Term of Agreement and Termination

9.1 Licensee's license of the Licensed Software shall become effective upon the execution of this Agreement and shall continue perpetually unless otherwise terminated in accordance with this Agreement. This Agreement shall automatically terminate upon termination of the Assurance Addendum for any reason, including Licensee's failure to pay the required support fees.

9.2 Licensee may terminate this Agreement at any time upon written notice to ICS, subject to any outstanding obligations and financial commitments of Licensee listed in the related ICS Quotation (e.g., Licensee's obligation to pay license fees is not rescinded by such termination).

9.3 Upon termination of this Agreement, all rights granted to Licensee will terminate and revert to ICS and/or its licensors. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Licensee's possession or use of the Licensed Software, Licensee must return or destroy, as requested by ICS, all copies of the Licensed Software in Licensee's possession (whether modified or unmodified), and all other Confidential Information and other materials pertaining to the Licensed Software (including all copies thereof). Licensee agrees to certify Licensee's compliance with such restriction upon ICS's request. The terms of Sections 6, 8.4, 8.5, 8.6, 9.3, and 10 shall survive termination or expiration of this Agreement.

10. Miscellaneous

10.1 This Agreement, the ICS Quotation and the Assurance Addendum (if applicable), together with their attachments, if any, constitute the complete agreement between the parties with respect to the Licensed Software and other subject matter hereof. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of each party.



10.2 This Agreement will be governed by the laws of the state of Texas. The parties hereby submit to the exclusive jurisdiction and venue of Dallas County, Texas state courts with respect to any action between the parties relating to this Agreement. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

10.3 Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.

10.4 Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.

10.5 If any term of this Agreement is held to be invalid or void by any court or tribunal of competent jurisdiction, it shall be modified by such court or tribunal to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

10.6 In the event export of the Licensed Software is expressly permitted by ICS, Licensee may only export the Licensed Software (including any related materials) as authorized by U.S. law and any other applicable jurisdiction. In particular, the Licensed Software may not be exported into any country where such export is prohibited by law, regulation or governmental order.

ICS DESIRES THAT LICENSEE BE CONFIDENT THAT THE LICENSED SOFTWARE WILL SUIT LICENSEE'S NEEDS. ALTHOUGH LICENSEE MUST MAKE THAT DETERMINATION, ICS IS PREPARED TO FULLY DISCUSS THE LICENSED SOFTWARE WITH LICENSEE AND ANSWER QUESTIONS BY EXECUTING THIS AGREEMENT, LICENSEE ACKNOWLEDGES THAT IT HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO INVESTIGATE LICENSEES COMPUTER AND SOFTWARE NEEDS AND THAT BASED ON ITS EXAMINATION OF THE LICENSED SOFTWARE, LICENSEE FINDS THE LICENSED SOFTWARE TO BE SATISFACTORY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

11. Signatures

Accepted and Approved:

Licensee: _____ Integrated Computer Systems, Inc.

By (signature): _____ By (signature): _____

Printed name: _____ Printed name: _____

Title: _____ Title: _____

Date: _____ Date: _____



EXHIBIT B
[Payment Terms]

4883-3384-2819, v. 1

SOFTWARE ASSURANCE ADDENDUM

INTEGRATED COMPUTER SYSTEMS, INC. ("ICS") and Licensee desire to supplement and amend the ICS Software License Agreement.

IN CONSIDERATION OF the terms and conditions of the ICS Software License Agreement, this Addendum, and other good and valuable consideration, the premises contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions

Unless the context otherwise provides, the terms defined in this section shall, for the purposes of this Addendum, have the meaning herein specified.

- A. **Enhancement.** Any modification or addition that, when made or added to the Licensed Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction.
- B. **Update.** An update is defined as a change or error corrections made to the existing ICS Licensed Software and includes but is not limited to, changes made to bring current any function or functions.
- C. **Licensed Software.** One or more of the computer software components and/or software interfaces developed by ICS, as identified in one or more ICS Sales Quotes and/or ICS License Agreements between the parties, and which is licensed to Licensee pursuant to the ICS License Agreement. The Licensed Software specifically excludes computer software not developed by ICS, but that might be used in conjunction with the ICS software; such as, word processors, spreadsheets, terminal emulators, etc., hereinafter referred to as "Third Party Software".
- D. **Error.** Any failure of the Licensed Software to conform in all material respects to its functional specifications as published from time to time by ICS.
- E. **Error Correction.** Either a software modification or addition that, when made or added to the Licensed Software, establishes material conformity of the Licensed Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Software, eliminates the practical adverse effect on Licensee of such nonconformity.
- F. **Updates.** New versions of the Licensed Software, including all Error Corrections and Enhancements.
- G. **Response Time.** Within six (6) Coverage Hours, from the time Licensee first notifies ICS of an Error until ICS initiates work toward development of an Error Correction.
- H. **Coverage Hours.** The hours between 8:00 AM and 5:00 PM, Central Standard Time, on the days Monday through Friday, excluding regularly scheduled holidays of ICS.
- I. **Agency Application Manager.** A representative of Licensee who has been certified on the Licensed Software by ICS, and is able to communicate effectively with ICS support personnel in the description and resolution of problems associated with the Licensed Software.
- J. **After-hours Support.** An emergency Error Correction provided to Licensee during non-Coverage Hours for specifically designated Licensed Software.

2. Eligibility for Support

ICS's obligation to provide Services with respect to the Licensed Software may be terminated or suspended, at ICS's discretion, if at any time during the term of this Addendum any of the following requirements are not met:

- Licensee must have a valid ICS License Agreement for the Licensed Software in effect at all times;
- Licensed Software must be operated on a hardware and software platform approved by ICS;
- Licensee must be current and in compliance with all ICS billings.

ICS may require Licensee to appoint a new Agency Application Manager if ICS determines that the acting Agency Application Manager does not have the training or experience necessary to communicate effectively with ICS support personnel.

3. Software Support Services

In accordance with the terms and conditions of this Addendum, ICS shall provide Licensee with the



following software support services for the ICS Licensed Software and Sublicensed Software as specified in this Addendum, during Coverage Hours:

- A. ICS shall maintain a software support team capable of receiving from the Agency Application Manager, by telephone or e-mail, reports of any software irregularities, and requests for assistance in use of the Licensed Software.
- B. ICS shall maintain a trained staff capable of delivering support services set forth in this Addendum.
- C. ICS shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to ICS in accordance with ICS's standard reporting procedures. ICS shall, after verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, ICS shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and ICS shall include the Error Correction in all subsequent Releases of the Licensed Software. ICS will support one (1) version back from the most recently released version.
- D. ICS may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if ICS so elects, major Enhancements. ICS reserves the right to require additional license fees for major Enhancements. ICS shall provide Licensee with one copy of each new Release, without additional charge. ICS shall provide reasonable assistance to help Licensee install and operate each new Release, provided that such assistance, if required to be provided at Licensee's facility, shall be subject to the supplemental charges set forth in ICS's current Fee Schedule.
- E. ICS shall consider and evaluate the development of Enhancements for the specific use of Licensee and shall respond to Licensee's requests for additional services pertaining to the Licensed Software (including, without limitation, data field additions and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by ICS and Licensee.
- F. ICS shall provide After-hours Support by providing Error Corrections for the Licensed Software noted on the attached ICS quotation as "24 X 7". All other After-hours support requests will be billed at ICS's then current overtime rate with a two (2) hour minimum.

4. Licensee Obligations

- A. Licensee must maintain and provide ICS, at no cost to ICS, a broadband internet connection to the Licensee's network utilizing current Cisco VPN technology. This connection will be available 24 hours per day 7 days a week and will provide full access to all workstations/devices, application servers and SQL servers that utilize the Licensed Software.
- B. A representative of Licensee's IT department must be present when any on-site support is provided. Licensee agrees that if such representative is not present when the ICS representative arrives on site, the ICS representative shall notify an appropriate representative of Licensee, if feasible, that there is no Licensee IT representative present. If Licensee's IT representative does not arrive within a reasonable time, no work will be performed and Licensee will be charged for all expenses incurred and relating to the visit.
- C. All communications between Licensee and ICS must be in the English language.
- D. Licensee is responsible for providing one or more qualified Agency Application Managers as described in Section 5. At least one Agency Application Manager must be available at all times (however, after-hours availability is required only when and if Licensee is requesting After-hours Support from ICS).
- E. Licensee is responsible for providing all network and server security.
- F. Licensee must provide ICS with information sufficient for ICS to duplicate the circumstances under which an Error in the Licensed Software became apparent.

5. Agency Application Manager Requirements

- A. ICS recommends that the Licensee designate multiple Agency Application Managers - one for each ICS License Software module, i.e., computer aided dispatch, law records, fire records, mobile patrol, investigations, jail, GIS, etc.). This assignment should align with the individual's area of expertise, knowledge and/or management responsibilities.



An Agency Application Manager must be available to provide after-hours assistance. This is due to the high percentage of support requests that are Licensee procedure related and not related to the Licensed Software.

- B. The designated Agency Application Manager(s) must be certified by ICS within sixty days of the Licensee's go-live date of the Licensed Software. The designated manager(s) must attend, participate in, and successfully pass the final written and practical examinations relating to the assigned ICS training courses in order to meet the minimum certification level.
- C. Licensee will be responsible for the costs of such training, including any course fees, travel and lodging expenses, subject to the limits on reimbursement in compliance with the State of Texas Travel Regulations.
- D. Contact information for the Agency Application Manager(s) must be made available to ICS upon acceptance of this Addendum.
- E. Requests for support services received by anyone other than an Agency Application Manager, will be Billable time at ICS current rates.
- F. Each designated Agency Application Manager must be qualified to address, or have other support resources to address, without the aid of ICS, all problems relating to hardware, software or operating system not directly associated with the Licensed Software.

6. Software Covered

This Addendum shall apply to all ICS Licensed Software. If Licensee acquires additional Licensed Software, such software shall upon its Software Installation Date become subject to this Addendum. The annual fees for such additional Licensed Software shall be added, as relevant, to the annual fees already charged to Licensee.

7. Fees and Payment

For the services provided herein, Licensee agrees to pay the annual software support fee as specified in this Addendum.

Upon the effective date of this Addendum, Licensee agrees to pay ICS all of the one-time charges and the annual fee. Thereafter, the annual SAP support fee is due on or before the first month of every year this Addendum is in effect.

8. Term

This Addendum shall become effective on the date executed by an officer of ICS and shall have an initial term commencing upon the effective date and ending upon the last day of the first year this Addendum is in effect. This Addendum shall automatically renew for subsequent one-year terms, unless either party gives the other party at least thirty days' notice of its intent not to renew.

9. Installation

If Licensee provides ICS Cisco VPN connectivity, then ICS shall install the enhancements, updates, and error corrections upon the Licensee's server at no charge. If Licensee does not provide Cisco VPN connectivity then ICS shall install such Enhancements in accordance with the section entitled 'Time and Materials Services'.

10. Updates

From time to time, ICS, in its sole discretion, may choose to make Updates to the ICS Software. If ICS does make such Updates, ICS shall provide them to Licensee in accordance with the section entitled 'Installation'.

- A. These Updates may contain error corrections, enhancements and mandated legislative changes. It is the responsibility of the Licensee to promptly notify ICS of such mandated legislative changes. It is ICS's sole discretion as to which specific changes are to be implemented and when they will be provided to Licensee.
- B. Licensee acknowledges that Updates may not function with certain configurations of hardware and software and that in order to function, the Updates may require replacements or additional hardware and software at an additional cost to Licensee.
- C. Licensee also acknowledges that the Updates, when in use, may utilize more system resources



than the Licensed Software currently installed. Such additional system resources include, but are not limited to, additional auxiliary storage, additional memory, and additional use of the CPU.

- D. Licensee also acknowledges that ICS does not provide software updates to third party software unless specifically stated.

11. Time and Materials Services

The services identified in this section are specifically NOT covered by this Addendum. ICS strongly recommends that Licensee secure a separate support agreement with third party vendors for all non-ICS products. ICS may, in its discretion, provide such services to Licensee upon request, for an additional fee as the parties may agree in writing.

- A. Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products.
- B. Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.
- C. Restoration and/or recovery of data files and/or the operating system.
- D. Any breach of warranty, damages to the Licensed Software or its database, data corruption, or support issues, security issues, or performance issues arising out of Licensee's or a third party's use of any software not specifically licensed by ICS to Licensee for use in connection with the Licensed Software. Any assistance provided by ICS in resolving such problems shall be charged to Licensee on a time and materials basis. Additionally, any unauthorized use of the software in connection with the Licensed Software by Licensee (or by a third party with Licensee's knowledge) may result, at ICS's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Addendum, and/or loss of rights to upgrades under this Addendum.
- E. Support for Licensed Software problems caused by Licensee misuse, alteration or damage to the Licensed Software or Licensee combining or merging the Licensed Software with any hardware or software not supplied by or identified as compatible by ICS, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturers specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.
- F. Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches.
- G. Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- H. On-site service visits to Licensee's facility.
- I. Printers are not supported by ICS.
- J. Support provided to Licensee's personnel other than the Agency Application Manager.
- K. Performing user training, system management, or implementation services.
- L. Any other services performed by ICS and not otherwise provided for in this Addendum.

12. Signatures

Accepted and Approved:

Licensee: _____ Integrated Computer Systems, Inc.

By (signature): _____ By (signature): _____

Printed name: _____ Printed name: _____

Title: _____ Title: _____

Date: _____ Date: _____



**Integrated Computer Systems**

3499 FM 1461
 McKinney, TX 75071
 214-544-0022

QUOTATION

Number: ICSQ2533-03
 Date: Apr 20, 2023

Your Sales Consultant	Bill To	Contact
dan.sullivan@icspublicsafety.com	Seagoville Police Dept. Christine Wirth 600 N Highway 175 Seagoville, TX 75159 972.287.6834 cwirth@seagoville.us	Seagoville Police Dept. Christine Wirth 600 N Highway 175 Seagoville, TX 75159 972.287.6834 cwirth@seagoville.us

CAD, Mobile and RMS Athena Suite

Expiration Date	P.O. Number	Requested Install Date	Terms
11/3/2023			Net 30

Product and Description	Qty	List \$	Disc Price	Extended	SAP3
CAD:					
CAD-SJ: CAD Single-jurisdiction Call taker or dispatcher has the capability to receive and dispatch calls for service for multiple departments in a single jurisdiction licensed by workstation.	3	9,500.00	8,075.00	24,225.00	4275.00
CAD-CAL-USER: CAD Call Taker Provides the Call Taker the capabilities to quickly assign a call for service to any dispatcher.	1	3,500.00	2,975.00	2,975.00	1125.00
AS-911: 911 Application Server Delivers E-911 data to CAD call-taker workstations	1	5,500.00	4,675.00	4,675.00	825.00
CAD-911: CAD 911 Client Routes ANI/ALI information from the ICS Application Server (AS-911) to the appropriate CAD call taker position.	3	1,500.00	1,275.00	3,825.00	675.00
AS-ENH-TEXT: Enhanced Text Paging Application Server Call information is automatically delivered to mobile devices such as smart phones, laptops, and tablets.	1	7,500.00	6,375.00	6,375.00	1125.00
AS-NCIC: NCIC/TLETS Application Server Processes queries from CAD, Law Records and Mobile devices to/from TLETS and NCIC. Requires a Commsys license activation.	1	8,500.00	7,225.00	7,225.00	1275.00
CAD-NCIC: CAD NCIC Client Routes NCIC/TLETS queries to/from the AS-NCIC application server to the requesting CAD workstation	3	1,000.00	850.00	2,550.00	450.00
CAD-STAT-WEB: CAD Web/Smart Phone/Tablet Status Monitor Web-based status monitor for the display of resources and calls	2	2,500.00	2,125.00	4,250.00	750.00

Upon approval by your agency, this document will become a purchase agreement by and between LICENSEE and Integrated Computer Systems Inc., located at 3499 FM 1461, McKinney, Texas 75071, and is subject to all terms and conditions or user license agreements executed at an earlier date.

Product and Description	Qty	List \$	Disc Price	Extended	SAP3
SYS-MAN-CON: System Management Console Provides for the maintenance of CAD, Law, GEO, code tables, and security groups	1	150.00	127.50	127.50	22.00
TRN-CAD-SETUP: Training on CAD Setup and Administration A full day class to review dispatch operations and train CAD management personnel. ICS Manangement Console will be used to build and maintain CAD and Mobile Data Client (MDC) master tables.	1	1,560.00	1,560.00	1,560.00	
TRN-CAD-DISP: Training for CAD Dispatchers Training for the proper operation and benefits of automated call taking and dispatching.	1	1,560.00	1,560.00	1,560.00	
SVC-PM: Project Management Services (hourly rate) Project Management Services	50	195.00	195.00	9,750.00	
24x7: Support (24 x 7) for mission-critical applications CAD Only	1				
SubTotal:				69,097.50	
MDC CFS:					
AS-MDC: Mobile Message Application Server Delivers messages to/from mobile data devices and CAD workstations.	1	8,500.00	7,225.00	7,225.00	1275.00
MDC: Mobile Data Client Full-function, in-field, integrated call processing software (licensed by workstation)	11	3,700.00	3,145.00	34,595.00	6105.00
MDC-MAP-GPS-INIT: Mobile Advanced Mapping Advanced mapping with GPS plots active calls (using their exact latitude and longitude) and units (by their GPS/AVL device). See product details for prerequisites.	1	5,000.00	4,250.00	4,250.00	150.00
MDC-MAP-GPS-SUB: Mobile Advanced Mapping Advanced mapping with GPS plots active calls (using their exact latitude and longitude) and units (by their GPS/AVL device). See product details for prerequisites.	10	1,000.00	850.00	8,500.00	1500.00
MDC-NCIC: Mobile NCIC/TLETS Allows field units to process NCIC/TLETS requests.	11	500.00	425.00	4,675.00	825.00
MDC-RAP: Mobile Racial Profiling Enter and verify racial profiling data on mobile devices.	11	200.00	170.00	1,870.00	330.00
TRN-MDC: Training on Mobile Data Client Train users on the operation and benefits of the ICS Mobile Data Client (MDC).	5	780.00	780.00	3,900.00	
MDC-INC-CMD-INIT: Incident Command System Incident Command System (single workstation license)	1	17,500.00	14,875.00	14,875.00	2231.25
SubTotal:				79,890.00	

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Product and Description	Qty	List \$	Disc Price	Extended	SAP3
LAW RMS:					
LRM: Law Records Management for Patrol Officers Law Records Management license for one Patrol Officer	15	1,234.00	1,048.90	15,733.50	2776.50
LAW-CASE-INIT: Case Management, Initial license Case Management	1	3,950.00	3,357.50	3,357.50	675.00
LAW-CASE-SUB: Case Management, Subsequent license Case Management	3	650.00	552.50	1,657.50	450.00
LAW-ECASE-INIT: Electronic Case Submittal, Initial license Electronic Case Preparation	1	3,500.00	2,975.00	2,975.00	525.00
LAW-ECASE-SUB: Electronic Case Submittal, Subsequent license Electronic Case Preparation	3	500.00	425.00	1,275.00	225.00
LAW-CRIME-INIT: Crime Analysis, Initial license Crime Analysis (plotting, graphing and reporting)	1	12,950.00	11,007.50	11,007.50	1942.00
LAW-CRIME-SUB: Crime Analysis, Subsequent license Crime Analysis (plotting, graphing and reporting)	1	1,500.00	1,275.00	1,275.00	225.00
LAW-PROP-INIT: Property Room Management, Initial license Property Room Management	1	5,500.00	4,675.00	4,675.00	825.00
LAW-PROP-SUB: Property Room, Subsequent license Property Room Management	1	1,500.00	1,275.00	1,275.00	225.00
LAW-PROP-BAR-INIT: Property Room Bar Code Physical Inventory, Initial license Property Room Bar Code Physical Inventory	1	12,500.00	10,625.00	10,625.00	1875.00
LAW-PROP-BAR-SUB: Property Room Bar Code Physical Inventory, Subsequent license Property Room Bar Code Physical Inventory	1	1,000.00	850.00	850.00	150.00
LAW-JAIL-INIT: Jail Bookin and Management, Initial license Jail Management (Licensed by weekstation)	1	9,500.00	8,075.00	8,075.00	1425.00
LAW-JAIL-SUB: Jail Bookin and Management, Initial license Jail Management (Licensed by weekstation)	1	1,225.00	1,041.25	1,041.25	1425.00
LAW-MENT: Live Scan Capture Interface communicate with the Mentalix system to transmit finger print and master name data to the FBI.	1	9,500.00	8,075.00	8,075.00	1425.00
LAW-FI-INIT: Field Intelligence/BOLO Field Intelligence	1	2,500.00	2,125.00	2,125.00	375.00
LAW-FI-SUB: Field Intelligence/BOLO Field Intelligence	3	250.00	212.50	637.50	114.00
RMS-Drone: Drone module for Athena RMS Drone module for Athena RMS (site license)	1	6,000.00	5,000.00	5,000.00	1000.00

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Product and Description	Qty	List \$	Disc Price	Extended	SAP3
RMS-K9: K-9 Module for Athena RMS K-9 Module for Athena RMS (site-license)	1	6,000.00	5,000.00	5,000.00	1000.00
RMS-ACO: Animal Control Animal Control for Athena RMS (site license)	1	22,500.00	20,000.00	20,000.00	3000.00
TRN-PATROL: Training for Officers/Deputies A full day class on the operation of ICS Mobile and ICS Law Records. The class may include instruction on Field Intelligence, Case Management, Warrants, and Permits/Registration if appropriate licenses were purchased. This fast-paced class has minimal opportunities for hands-on and class size is limited to 30 users.	2	1,560.00	1,560.00	3,120.00	
TRN-LAW-BASIC: Basic Training for Incident and Arrest Reports Train users on the basic operation and benefits of ICS arrest and incident record keeping. This class is usually combined with TRN-MDC to make up a full day of patrol training with minimal hands-on opportunities.	1	780.00	780.00	780.00	
TRN-LAW-SETUP: Training for Law Records Setup Train personnel in the steps required to build and maintain Law Records master tables using the ICS Management Console.	1	1,560.00	1,560.00	1,560.00	
SVC-TRAIN: One Hour of Technical Services, Support/training Specialist	10	195.00	195.00	1,950.00	
SVC-TECH-I: One Hour of Technical Services, Level I technician	20	225.00	225.00	4,500.00	
SubTotal:				116,569.75	
CW-S: CitationWise Electronic citation and ticket writing (Agency-wide licensing)	1	50,000.00	40,000.00	40,000.00	6000.00
:					
:				40,000.00	
SubTotal					
OPTIONAL OTHER:					

- 1) Training for all ICS applications will be done at ICS's Training Facility, and or customers site as agreed to by ICS and customer.
- 2) Customer to supply all required maps in ICS approved formats.
- 3) Unless otherwise quoted, customer is responsible for all hardware, OS software, third-party software (ie Brazos, USDD, 911, TLETS, ESO, Firehouse, Mentalix.etc.), and network services.
- 4) No hardware, operating software, or hardware maintenance is provide in this quote.
- 5) Customer will supply all data to be converted in an ICS approved format with a current data dictionary.
- 6) Customer will be billed for all travel and out of pocket expenses required for implementation and training.
- 7) Unless otherwise stated CAD, MDC and Jail software is licensed by workstation. All other Athena Law products is licensed by user.
- 8) Advanced MDC mapping includes Basic mapping, advanced mapping and Mobile navigation packages.
- 9) Based on purchase of 2 WebStatMon licenses, agency will have unlimited view usage for agency personnel.
- 10) CAD-MJ is needed given Seagoville PD dispatches for Sunnyvale PD as well; however, ICS will offer multi-jurisdictional dispatching capability for the single jurisdictional price (CAD-SJ)

Sub-total	356,565.00
Less discount	51,007.75-
Distribution	0.00
Total	\$305,557.25

Software Assurance Plan (SAP 3) per Yr	\$48,595.75
(Annual maintenance starts in Year 2)	

Signature or valid purchase order number

Upon approval by your agency, this document will become a purchase agreement by and between LICENSEE and Integrated Computer Systems Inc., located at 3499 FM 1461, McKinney, Texas 75071, and is subject to all terms and conditions or user license agreements executed at an earlier date.



Integrated Computer Systems

3499 FM 1461
 McKinney, TX 75071
 214-544-0022

QUOTATION

Number: ICSQ2542
 Date: Jan 11, 2023

Your Sales Consultant	Bill To	Contact
dan.sullivan@icspublicsafety.com	Seagoville Police Dept. Captain James Allen 1717 N 175 Seagoville, TX 75159 469-319-5121 jallen@seagoville.us	Seagoville Police Dept. Captain James Allen 1717 N 175 Seagoville, TX 75159 469-319-5121 jallen@seagoville.us

CAD, Mobile and RMS Athena Suite

Expiration Date	P.O. Number	Requested Install Date	Terms
10/1/2023			Net 30

Product and Description	Qty	List \$	Disc Price	Extended	SAP3
MDC: Mobile Data Client Full-function, in-field, integrated call processing software (licensed by workstation)	7	3,700.00	3,145.00	22,015.00	3885.00
MDC-MAP-GPS-INIT: Mobile Advanced Mapping Advanced mapping with GPS plots active calls (using their exact latitude and longitude) and units (by their GPS/AVL device). See product details for prerequisites.	1	5,000.00	4,250.00	4,250.00	150.00
MDC-MAP-GPS-SUB: Mobile Advanced Mapping Advanced mapping with GPS plots active calls (using their exact latitude and longitude) and units (by their GPS/AVL device). See product details for prerequisites.	6	1,000.00	850.00	5,100.00	900.00
TRN-MDC: Training on Mobile Data Client Train users on the operation and benefits of the ICS Mobile Data Client (MDC).	1	780.00	780.00	780.00	
INT-CAD-FHSE: CAD Firehouse/ER Export Exports CAD data in Firehouse or Emergency Reporting approved format.	1	9,500.00	8,075.00	8,075.00	1425.00
FIR-PREV: Fire Prevention Contains structure and pre-plan information. Populates NFIRS Structure Fire form. Permit audit shows features that are installed without a permit.	1	1,500.00	1,500.00	1,500.00	225.00
: SubTotal				41,720.00	
OPTIONAL OTHER:					

Upon approval by your agency, this document will become a purchase agreement by and between LICENSEE and Integrated Computer Systems Inc., located at 3499 FM 1461, McKinney, Texas 75071, and is subject to all terms and conditions or user license agreements executed at an earlier date.

Product and Description	Qty	List \$	Disc Price	Extended	SAP3
1) Training for all ICS applications will be done at ICS's Training Facility, and or customers site as agreed to by ICS and customer.					
2) Customer to supply all required maps in ICS approved formats.					
3) Unless otherwise quoted, customer is responsible for all hardware, OS software, third-party software (ie Brazos, USDD, 911,TLETS, ESO, Firehouse, Mentalix.etc.), and network services.					
4) No hardware, operating software, or hardware maintenance is provide in this quote.					
5) Customer will supply all data to be converted in an ICS approved format with a current data dictionary.					
6) Customer will be billed for all travel and out of pocket expenses required for implementation and training.					
7) Unless otherwise stated CAD, MDC and Jail software is licensed by workstation. All other Athena Law products is licensed by user.					
8) Advanced MDC mapping includes Basic mapping, advanced mapping and Mobile navigation packages.					
9) Based on purchase of 2 WebStatMon licenses, agency will have unlimited view usage for agency personnel.					
10) CAD-MJ is needed given Seagoville PD dispatches for Sunnyvale PD as well; however, ICS will offer multi-jurisdictional dispatching capability for the single jurisdictional price (CAD-SJ)					
				Sub-total	48,680.00
				Less discount	6,960.00-
				Distribution	0.00
				Total	\$41,720.00
				Software Assurance Plan (SAP 3) per Yr	\$6,585.00
				(Annual maintenance starts in Year 2)	

Signature or valid purchase order number

Payment Terms for Quote/Contract ICSQ2533-03 and ICSQ2542

Total Payments:

Total payments to ICS for the CAD/RMS/MDC software suite as defined in ICSQ2533-03 (PD Quote) and ICSQ2542 (FD Quote) are broken down as follows:

Total Cost of Solution (PD + FD):

Fiscal Year	Software Licenses and Services	SAP (Software Assurance Plan) / Annual Maintenance and support fees
Oct. 1, 2023 – Sept. 30, 2024	\$347,277.25	(included in purchase price)
Oct. 1, 2024 – Sept. 30, 2025	\$0	\$55,180.75
Oct. 1, 2025 – Sept. 30, 2026	\$0	\$56,836.17

Payment Schedule:

The Client agrees to pay the Service Provider according to the following schedule:

Date	Amount Due (applied to SW purchase price)	Amount due SAP (Software Assurance Plan) / Annual Maintenance and support fees	Total Invoiced:
Contract signing	\$20,000	\$0	\$20,000.00
Oct. 2, 2023 (Go-live)	\$153,638.63	\$0	\$153,638.63
Oct. 1, 2024	\$86,819.31	\$55,180.75	\$142,000.06
Oct. 1, 2025	\$86,819.31	\$56,836.17	\$143,655.48



TO: Mayor and City Council

FROM: Pat Stallings, City Manager

DATE: October 2, 2023

ITEM: 16

DESCRIPTION: Discuss and consider a Resolution of the City Council of the City of Seagoville, Texas, approving the Economic Development Project between the Seagoville Economic Development Corporation and Rosemary (Rosemaria) Aguirre, doing business as 5 Star Barber Academy, as reflected in the terms and conditions of an Economic Development Incentive Agreement between the Parties.

INTRODUCTION

This agenda item is to approve action taken by the SEDC to enter into an agreement with Rosemary (Rosemaria) Aguirre, doing business as 5 Star Barber Academy, to undertake a project as set forth in the Economic Development Incentive Agreement between the Parties.

BACKGROUND

Rosemary Aguirre (the "Applicant") and Yulet Gutierrez have entered into a two-year lease of the property and improvements located at 129 Hall Road, Suite A, Seagoville, Texas 75159 (the "Property") for the period expiring on July 31, 2024, and are operating thereon a barber school business generally known as 5 Star Barber Academy ("5 Star"). The Applicant desires to make certain upgrades and improvements to the Property in the form of installation of new illuminated signage and equipment to render 5 Star capable of serving a larger student population. The SEDC has determined that making the Grant to the Applicant in accordance with the Agreement will further the objectives of SEDC, will benefit the City and the City's inhabitants and will promote local economic development and stimulate business and commercial activity in the City. The SEDC unanimously approved the project at its regular meeting on September 21, 2023.

FINANCIAL IMPACT

\$6,858.18

RECOMMENDATION

SEDC recommends approval.

ATTACHMENTS

1. Resolution
2. Economic Development Incentive Agreement

CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING THE ECONOMIC DEVELOPMENT PROJECT BETWEEN THE SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION AND ROSEMARY (ROSEMARIA) AGUIRRE, DOING BUSINESS AS 5 STAR BARBER ACADEMY, AS REFLECTED IN THE TERMS AND CONDITIONS OF AN ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT BETWEEN THE PARTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Seagoville Economic Development Corporation (“SEDC”) is authorized by the Development Corporation Act, Chapters 501-505 of the Texas Local Government Code (“Act”), to provide funding for projects which will promote and retain new and expanding business enterprises within the City; and

WHEREAS, the SEDC has negotiated and intends to undertake a project which will promote and retain new and expanded business enterprises within the City with Rosemary (Rosemaria) Aguirre, doing business as 5 Star Barber Academy, under the terms and conditions set forth in an Economic Development Incentive Agreement, attached hereto as Exhibit “A” (the “Project”) and

WHEREAS, the City Council has determined that the Project contemplated by SEDC and Rosemary (Rosemaria) Aguirre, d/b/a 5 Star Barber Academy, under the terms and conditions set forth in the Economic Development Incentive Agreement will promote and retain new and expanded business enterprises within the City of Seagoville; and

WHEREAS, the City Council finds that the expenditure of funds by SEDC in undertaking the Project is authorized by the Act and that the Project should be approved and authorized; and

WHEREAS, the City Council has conducted two (2) readings of this resolution;

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

Section 1. The City Council hereby approves and authorizes the Project between the Seagoville Economic Development Corporation and Rosemary (Rosemaria) Aguirre, d/b/a 5 Star Barber Academy, under the terms and conditions set forth in an Economic Development Incentive Agreement in substantially the form attached hereto as Exhibit “A”.

Section 2. The City Council authorizes the SEDC to enter into any additional agreements necessary to undertake the Project in accordance with the terms and conditions set forth in the Economic Development Incentive Agreement.

Section 3. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY RESOLVED AND ADOPTED First Reading and Second Reading of the City

Council of the City of Seagoville, Texas, this the ____ day of _____ 2023.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
4873-6858-1243, v. 1

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

This Economic Development Incentive Agreement (“Agreement”) is made by and between Rosemary (Rosemaria) Aguirre, d/b/a 5 Star Barber Academy (“Aguirre”), and the Seagoville Economic Development Corporation (the “SEDC”), each acting by and through their respective authorized representatives. Aguirre and SEDC may be referred to herein each as a “Party” and collectively as the “Parties”.

WITNESSETH:

WHEREAS, Aguirre and Yulet Gutierrez have entered into a two-year lease of the property and improvements located at 129 Hall Road, Suite A, Seagoville, Texas 75159 (the “Property”) for the period expiring on July 31, 2024, and are operating thereon a barber school business generally known as 5 Star Barber Academy (“5 Star”); and

WHEREAS, Aguirre desires to make certain upgrades and improvements to the Property in the form of installation of new illuminated signage and equipment to render 5 Star capable of serving a larger student population; and

WHEREAS, Aguirre has advised the SEDC that a contributing factor that would induce Aguirre to install the signage and equipment and expand business operations at 5 Star in its current location on the Property within the City would be an agreement by SEDC to provide an economic development grant to Aguirre to defray a portion of the cost of the signage and equipment necessary for such operations; and

WHEREAS, SEDC has adopted programs for promoting economic development; and

WHEREAS, the Development Corporation Act, Chapters 501-505, Texas Local Government Code (the “Act”), authorizes SEDC to provide economic development grants for new or expanded business enterprises; and

WHEREAS, SEDC has determined that the Grant (hereinafter defined) to be made hereunder is required or suitable to retain, promote or develop new or expanded business enterprises and constitutes a “project”, as that term is defined in the Act; and

WHEREAS, SEDC has determined that making the Grant to Aguirre in accordance with this Agreement will further the objectives of SEDC, will benefit the City and the City’s inhabitants and will promote local economic development and stimulate business and commercial activity in the City;

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“Aguirre” shall mean Rosemary Aguirre, doing business as 5 Star Barber Academy and/or 5 Star Barber and Cosmetology Academy.

“Bankruptcy or Insolvency” shall mean the dissolution or termination of Aguirre’s existence as a going business, insolvency, appointment of receiver for any part of Aguirre’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Aguirre and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“City” shall mean the City of Seagoville, Texas.

“Completion of Equipment Installation” shall mean that (1) the Equipment has been installed at the Property and is operational, and (2) Aguirre is open to the public and conducting business as 5 Star Barber Academy (or 5 Star Barber and Cosmetology Academy), providing barber instruction/education during normal business hours.

“Completion of Signage Installation” shall mean that (1) the Signage has been designed, constructed and installed at the Property and is operational, and (2) Aguirre is open to the public and conducting business as 5 Star Barber Academy (or 5 Star Barber and Cosmetology Academy), providing barber instruction/education during normal business hours.

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

“Equipment” shall mean the following equipment, to be installed at the Property and utilized in Grantee’s barber instruction/education business conducted thereon:

1. Fifty (50) gallon electric water heater;
2. Minimum 7.0 cu. ft. electric clothes dryer vented;
3. Minimum 4.6 cu high efficiency top loader clothes washing machine;
4. 10 Student Kits, each to include the following:
 - a. Milady Barber Textbook hardcover 6th ed. (English),
 - b. Milady Barber Textbook (Spanish),
 - c. Wahl Magic hair Clippers, and
 - d. Andis Brand combo “T” liner

“Expiration Date” shall mean July 31, 2024.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, government action or inaction (unless caused by the intentionally wrongful acts or omissions of the Party), fires, earthquake, tornado, hurricane, explosions, floods, strikes, slowdowns or work stoppages.

“Grant” shall mean an economic development reimbursement grant in the amount equal to the costs incurred and actually paid by Aguirre for the Equipment and the Signage, both as defined herein, not to exceed Six Thousand, Eight Hundred, Fifty-eight and 18/100 (\$6,858.18) Dollars as evidenced by paid receipts, cancelled checks, and paid invoices submitted with the Payment Request to SEDC.

“Impositions” shall mean all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Aguirre or any property or any business owned by Aguirre within the City.

“Property” shall mean the real estate and improvements situated thereon located at 129 Hall Road, Suite A in the City of Seagoville, Texas.

“Related Agreement” shall mean any agreement (other than this Agreement) by and between the Aguirre and SEDC or the City.

“Required Use” shall mean Aguirre’s continuous occupancy of the Property and the operation thereon of a barber instructional/educational facility known as 5 Star Barber Academy and/or 5 Star Barber and Cosmetology, which shall be open to the public and serving the citizens of the City. Aguirre may concurrently use the Property for a cosmetology school/instructional facility.

“SEDC” shall mean the Seagoville Economic Development Corporation.

“Signage” shall mean the design, construction and installation of a new custom made illuminated sign in accordance with and as illustrated in the renderings and/or photographs attached hereto and incorporated herein as Exhibit “A”.

Article II

Term

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the Expiration Date, unless sooner terminated as provided herein.

Article III

Grant

3.1 Grant. SEDC agrees, subject to the Conditions Precedent stated in this Agreement, the continued satisfaction of all the terms and conditions of this Agreement by Aguirre and the obligation of Aguirre to repay the value or the costs incurred by SEDC to provide the Grant pursuant to Article V hereof, to provide Aguirre with the Grant as set forth herein.

3.2 Grant Limitations. Under no circumstances shall the obligations of SEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. SEDC shall not be obligated to pay any commercial bank, lender or similar institution for any loan or credit agreement made by Aguirre. None of the obligations of SEDC under this Agreement shall be pledged or otherwise encumbered by Aguirre in favor of any commercial lender and/or similar financial institution.

3.3 Current Revenue. The Grant made hereunder shall be paid solely from lawfully available funds that have been appropriated by SEDC. SEDC shall have no obligation or liability to provide any Grant except as allowed by law. SEDC shall not be required to provide any of the Grant if prohibited under federal or state legislation or a decision of a court of competent jurisdiction.

Article IV Conditions to Grant

Aguirre shall during the term of this Agreement satisfy and comply with the terms and conditions of this Agreement and specifically, each term and condition of this Article IV. The obligation of SEDC to provide the Grant or any portion thereof shall be conditioned upon Aguirre's compliance with and satisfaction of the terms and conditions of this Agreement and each of the conditions set forth in this Article IV.

4.1 Good Standing. Aguirre shall not have an uncured breach or default of this Agreement or a Related Agreement.

4.2 Completion of Equipment Installation. Completion of Equipment Installation, as that term is defined herein, shall occur not later than March 31, 2024.

4.3 Completion of Signage Installation. Completion of Signage Installation, as that term is defined herein, shall occur not later than March 31, 2024.

4.4 Required Use. During the term of this Agreement following Completion of Equipment Installation and Completion of Signage Installation and continuing thereafter until expiration of this Agreement or earlier termination, Aguirre shall continuously occupy the Property and shall continuously use said Property for the Required Use and for no other purpose or use except as set forth in the definition of Required Use provided herein. Further, during the term of

this Agreement, such occupation and use shall not cease for more than thirty (30) days except in connection with, and to the extent of, an event of Force Majeure.

4.5 Continuous Occupancy and Rental or Ownership. During the term of this Agreement following the Effective Date and continuing thereafter until the Expiration Date, the Property shall be continuously owned or rented by Aguirre and continuously occupied by Aguirre.

4.6 Capital Investment. Aguirre's total Capital Investment for the Equipment and the Signage shall be an amount not less than twice the amount of the Grant ultimately paid by SEDC to Aguirre. Aguirre shall, not later than fifteen (15) calendar days after the later of the date of Completion of Equipment Installation and the date of Completion of Signage Installation (as defined herein), deliver to SEDC copies of all records, contracts, receipts, invoices, bills, proofs of payment, and such other information as SEDC may reasonably request to document compliance with the required Capital Investment. In the event the final total cost of the Equipment, as reasonably verified by SEDC, is less than twice the amount of the Grant ultimately paid by SEDC to Aguirre, Aguirre shall, within thirty (30) days of receipt by Aguirre of written demand by SEDC, pay the SEDC the difference in value between the Grant amount actually paid and one-half of the total Capital Investment as reasonably verified by SEDC.

Article V Termination; Repayment

5.1 Termination. This Agreement terminates on the Expiration Date, and may, prior to the Expiration Date, be terminated upon any one or more of the following:

- (a) by mutual written agreement of the Parties;
- (b) upon written notice by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement or a Related Agreement and such default or breach is not cured within thirty (30) days after written notice thereof;
- (c) upon written notice by SEDC, if any Impositions owed to SEDC, City or the State of Texas by Aguirre shall have become delinquent (provided, however, Aguirre retains the right to timely and properly protest and contest any such taxes or Impositions), and such delinquency is not cured within thirty (30) days following Aguirre's receipt of written notice thereof;
- (d) upon written notice by SEDC, if Aguirre suffers an event of Bankruptcy or Insolvency; or
- (e) upon written notice by either Party, if any subsequent Federal or State legislation or any decision of a court of competent jurisdiction declares or renders this Agreement invalid, illegal or unenforceable.

5.2 Repayment due to Breach of Section 5.1(b). In the event the Agreement is terminated by SEDC pursuant to Section 5.1 (b):

- (a) due to a breach of the obligation set forth in section 4.2 and/or section 4.3 hereof, Aguirre shall immediately refund to the SEDC an amount equal to one hundred (100%) percent of the value of the Grant received by Aguirre; or
- (b) due to a breach of any other obligation, Aguirre shall immediately refund to the SEDC an amount equal to eighty (80%) of the value of the Grant received by Aguirre.

The repayment obligations of Aguirre set forth in this Section 5.2 shall survive termination of this Agreement.

5.3 Repayment Due to Breach of Section 5.1(c), (d), and/or (e). In the event the Agreement is terminated by SEDC pursuant to Section 5.1(c), (d), and/or (e), Aguirre shall immediately refund to SEDC an amount equal to the Grant paid by SEDC to Aguirre, plus interest at the rate of interest periodically announced by the *Wall Street Journal* as the prime or base commercial lending rate, or if the *Wall Street Journal* shall cease to exist or cease to announce a prime or base lending rate, than at the annual rate of interest from time to time announced by Citibank, N.A. (or by any other New York money center bank selected by the SEDC) as its prime or base commercial lending rate from the date on which the Grant is paid by SEDC until refunded by Aguirre. The repayment obligation of Aguirre set forth in this Section 5.3 shall survive termination of this Agreement.

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

Article VI Miscellaneous

6.1 Conditions Precedent. The obligations of SEDC under this Agreement are subject to and conditioned on the following:

- (i) Aguirre has presented SEDC with proof of:
 - a. A two-year lease for the Property; and
 - b. Current enrollment of at least twenty-four (24) students at 5 Star Barber Academy and/or 5 Star Barber and Cosmetology Academy;
- (ii) The City Council of the City of Seagoville, Texas has, by resolution, approved this Incentive Agreement and the related Project; and
- (iii) The sixty (60)-day period provided for under Texas Local Government Code section 505.160 has passed and neither the SEDC nor the City has received a petition from more than ten (10%) percent of the registered

voters of the City requesting that an election be held before the funding of the Project as contemplated by this Agreement is undertaken.

6.2 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Aguirre and SEDC, in satisfying the conditions of this Agreement, have acted independently, and SEDC assumes no responsibilities or liabilities to third parties in connection with these actions.

6.3 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the Parties.

6.4 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.5 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing), or on the day actually received if sent by courier or otherwise hand delivered.

If intended for SEDC, to:

Seagoville Economic Development
Corporation
Attn: Patrick Stallings, Exec. Director
702 N. Highway 175
Seagoville, Texas 75159

With a copy to:

Victoria W. Thomas
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Aguirre:

Rosemary (Rosemaria) Aguirre
407 N. Oak Cliff Blvd.
Dallas, Texas 75208

6.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement. There is no other collateral, oral or written agreement among the Parties that in any manner relates to the subject matter of this Agreement.

6.7 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.8 Amendment. This Agreement may only be amended by the mutual written agreement of the Parties.

6.9 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.10 Exhibits. All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

6.11 Successors and Assigns. This Agreement may not be assigned without the prior written consent of SEDC.

6.12 Recitals. The recitals to this Agreement are incorporated herein.

6.13 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.14 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.15 Employment of Undocumented Workers. During the term of this Agreement, Aguirre agrees to not knowingly employ any undocumented workers, and if convicted of a violation under 8 U.S.C. Section 1324a (f), Aguirre shall repay the value or the costs incurred by SEDC to provide the Grants herein and any other funds received by Aguirre from SEDC as of the date of such violation within 120 days after the date Aguirre is notified by SEDC of such violation, plus interest at the rate of 4% compounded annually from the date of violation until paid. Aguirre is not liable for a violation of this section in relation to any workers employed by a subsidiary, affiliate, or franchisee of Aguirre or by a person with whom Aguirre contracts.

Signature Page to Follow]

EXECUTED on this _____ day of _____, 2023.

SEAGOVILLE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Patrick Stallings, Executive Director

EXECUTED on this _____ day of _____, 2023.

ROSEMARY (ROSEMARIA) AGUIRRE, D/B/A 5 STAR BARBER ACADEMY

By: _____
Rosemary (Rosemaria) Aguirre

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF DALLAS

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Rosemary (Rosemaria) Aguirre, known or proven to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as her own voluntary and knowing act and deed with the intent to be legally bond thereby.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, 2023.

Notary Public, State of Texas

My Commission Expires:

EXHIBIT A

[Signage]

4882-6229-3115, v. 1

Quote



Date: 06/29/2023
Quote No.: 10022

Universe Sign

9709 CF. Hanw Fwy. Suite D.
Dallas, Tx 75217
214-434-6945

Bill To:

5 star
5 Star Barber Academy
129 Hall Street Ste A
Seagoville tx

Units	Rate	Description	Unit Price	Total
1		BARBER ACADEMY924 inches	\$2,900.00	\$2,900.00
1		4 FT Aprox star	\$1,000.00	\$1,000.00

Subtotal \$3,900.00
Sales Tax \$321.75
Total \$4,221.75

Please contact us for more information about payment options.

Thank you for your business.

Oscar



EPIC * SIGNS & * MORE

Bringing your brand to life!

2116 Bowers Rd, Seagoville Tx, 75159 972-400-1617

CLIENT: 5 STAR BARBER ACADEMY

PROJECT: CHANNEL LETTERS ON WIREWAY

CONTACT: ROSEMARY AGUIRRE

DATE: 06/06/2023

QTY	JOB DESCRIPTION	PRICE
1	1 SET OF ILLUMINATED CHANNEL LETTERS MOUNTED ON WIREWAY THAT READ 5 STAR BARBER ACADEMY	4,400.00
1	INSTALLATION FEE	1,100.00
1	CITY PERMIT	250.00

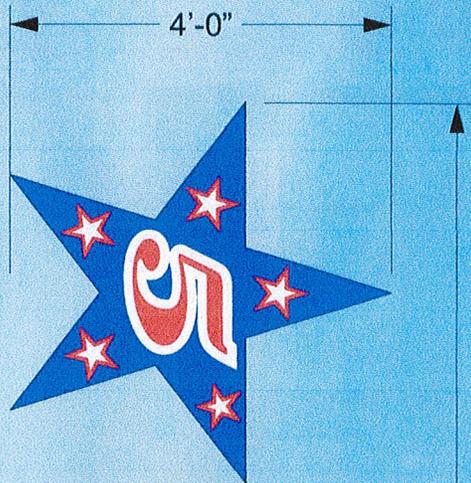
50% DEPOSIT W/BALANCE DUE UPON PROJECT COMPLETED

Signage Subtotal	5,750.00
Deposit	
Installation Subtotal	
Remove And Disposal	
Permit	
Tax	474.00
Balance	

APPROVED BY: _____

DATE: _____

Total \$ 6,224.00

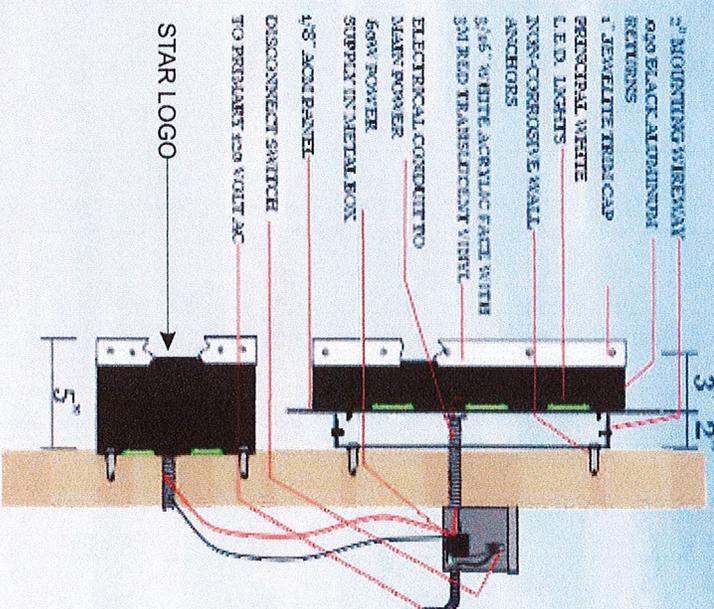


BARBER ACADEMY

15'-0"

10'-4"

A FACE ILLUMINATED CHANNEL LETTERS WIREWAY MOUNTED

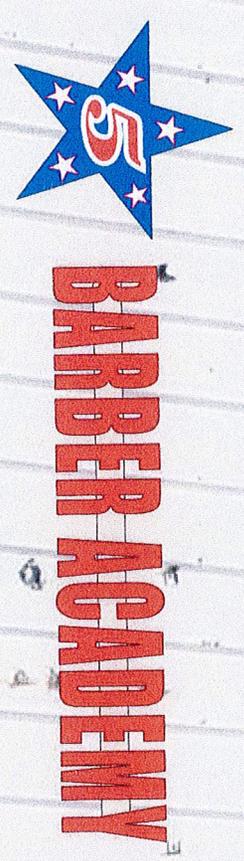


EPIC * SIGNS & * MORE
 Bringing your brand to life!
 2116 Bowers Rd Seagrave TX, 75159 214-609-6053

COMPANY OR JOB NAME	5 STAR BARBER ACADEMY
JOB DESCRIPTION	CHANNEL LETTERS ON BACK PLATE
ADDRESS	129 HALL STREET SUITE A SEAGOVILLE, TX 75159
CUSTOMER CONTACT	ROSEMARY AGUIRRE
APPROVED BY	
DATE	06/06/2023
DESIGNER	JRM/M

CUSTOMER APPROVAL: Note: The colors depicted on this rendering may not match actual colors used on the finished display. Note: The proportion of signs shown on building and landscape area photos is an approximate representation.
PLEASE READ CAREFULLY: Before you OK this proof, please read your copy carefully and completely check for spelling errors and copy omissions. Any changes or alterations from the original instructions will be charged according to time and material.
FINAL PROOF APPROVAL: By signing this form I am approving the above described job and I hereby acknowledge that I have read and accept the proofing policy and terms and conditions of EPIC SIGNS AND MORE. Please sign and return so that we may process your order.

30'-0"



EPIC * SIGNS & * MORE
Bringing your brand to life!
2116 Bowers Rd Seagrave TX, 75150 214-609-6053

COMPANY OR JOB NAME	5 STAR BARBER ACADEMY
JOB DESCRIPTION	CHANNEL LETTERS ON BACK PLATE
ADDRESS	129 HALL STREET SUITE A SEAGOVILLE, TX 75189
CUSTOMER CONTACT	ROSEMARY ACURRE
APPROVED BY	
DATE	06/06/2023
DESIGNER	JINNA

CUSTOMER APPROVAL: Note: The colors depicted on this rendering may not match actual colors used on the finished display. Note: The proportion of signs shown on building and landscape area photos is an approximate representation.

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PAGE

2



EPIC * SIGNS & * MORE
 Bringing your brand to life!
 2116 Bowers Rd Seagoville Tx, 75159 214-609-6053

COMPANY OR JOB NAME	3 STAR BARBER ACADEMY
JOB DESCRIPTION	CHANNEL LETTERS ON BACK PLATE
ADDRESS	129 HALL STREET SUITE A SEAGOVILLE, TX 75139
CUSTOMER CONTACT	ROSEMARY AGUIRRE
APPROVED BY	
DATE	06/06/2023
DESIGNER	JRWNA

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Pegasus Signs LLC dba Budget Signs

5001 E FM 1187 Ste 330
Burleson, TX 76028 US
817-808-8250
thebudgetsigns@gmail.com



ADDRESS
5 Star Barber Academy
129 Hall Street
Seagoville, TX 75159

ESTIMATE 1311
DATE 06/01/2023
EXPIRATION DATE 06/29/2023

Custom Amount	18" '5' blue channel letter 30" Star Symbol channel letter 18" 'Barber Academy' channel letters Raceway **Electrical connection provided by customer	1	6,852.12	6,852.12T
Custom Amount	2-2' x 3' acrylic with vinyl inserts for monument sign	1	200.00	200.00T

This estimate is an approximation and is not guaranteed. The estimate is based on information provided from the client regarding project requirements. Actual cost may change once all project elements are finalized or negotiated.
Custom orders are non refundable.
Deposits are non refundable.

SUBTOTAL	7,052.12
TAX	440.76
TOTAL	\$7,492.88

Accepted By

Accepted Date



5
18 inches

★
30 inches

Barber
18 inches

Academy
18 inches



TO: Mayor and City Council

FROM: Victoria Thomas, City Attorney

DATE: October 2, 2023

ITEM: 22

DESCRIPTION: Consider adopting an Ordinance amending the Code of Ordinances by adding a new Article 7.11 "Mass Gatherings" to Chapter 7 "Business Regulations"; providing for a penalty of fine not to exceed the sum of two thousand (\$2,000.00) dollars for each offense; providing a repealing clause; providing a severability clause; and providing for an effective date.

INTRODUCTION

The proposed ordinance will establish regulations and permit requirements on some events, activities, or gatherings in the city due to their size or special requirements.

BACKGROUND

In order to address mass gathering concerns, and foster a vibrant, active and safe community, the City Council finds that it may be in the best interest of the citizens of the City of Seagoville to establish these regulations and permit requirements for the governance of various events, gatherings, or activities held in the City limits that may have a detrimental impact on public resources or pose a danger to public health, safety and welfare.

FINANCIAL IMPACT

N/A

RECOMMENDATION

City Administration recommends approval.

ATTACHMENTS

1. Ordinance

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS AMENDING THE CODE OR ORDINANCES OF THE CITY OF SEAGOVILLE, BY ADDING A NEW ARTICLE 7.11 "MASS GATHERINGS" TO CHAPTER 7 "BUSINESS REGULATIONS"; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to encourage special events and activities that benefit the city, stimulate economic growth, and provide a vibrant, active community for all citizens; and

WHEREAS, the City Council desires that such events and activities be conducted in a manner that provides for the protection, preservation, and promotion of the physical health and safety of the public; and

WHEREAS, the City Council has determined that some events, activities, or gatherings, due to their size or special requirements, may place unique demands on public resources or pose a danger to public health, safety, and welfare; and

WHEREAS, in order to address these concerns and foster a vibrant, active, and safe community, the City Council finds that it is in the best interest of the citizens of the City of Seagoville to establish regulations and permit requirements for the governance of various events, gatherings, or activities held in the City limits that may have a detrimental impact on public resources or pose a danger to public health, safety and welfare;

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

SECTION 1. The findings and facts recited above are found to be true and correct and are incorporated by this reference herein.

SECTION 2. The Code of Ordinances of the City of Seagoville, Texas is hereby amended by adding a new Article 7.11 "Mass Gatherings" to Chapter 7 "Business Regulations" to read in its entirety as follows:

"CHAPTER 7 BUSINESS REGULATIONS

...

ARTICLE 7.11 MASS GATHERINGS

Division 1. General Provisions

Sec. 7.11.001 Purpose

Some gatherings, due to their size and/or special requirements, may place unique demands on public resources or pose a danger to public health, safety, and welfare. The purpose of this Article is to make provision for and address these demands on public resources and to ensure that the public health, safety, and welfare are protected. The provisions of this Article are not intended to place an unnecessary burden on any individual's right to association or freedom of expression.

Sec. 7.11.002 Definitions

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

City Manager. Means the City Manager of the City or his/her designee.

Concert. Means a live musical performance held inside the city limits of the City of Seagoville that attracts or is expected to attract more than 2,000 persons.

Director. Means the Director of Community Development for the City or his/her designee.

Demonstration. Means a gathering, including a protest or rally, the sole or principal purpose of which is the expression, dissemination, or communication, by verbal, visual, literary, or auditory means of opinion, views, or ideas and/or public display of the attitude of assembled persons toward a person, cause, issue, or other matter.

Expected Total Attendance. Means the estimated attendance at a mass gathering estimated by the applicant on the application. Expected total attendance includes all event staff, vendors, operators, spectators, participants, entertainers, performers, and attendees.

Mass gathering. Means a Concert or Non-Concert event, as defined herein.

Non-Concert event. Means any gathering, activity, or event, other than a Concert, held inside the city limits of the City of Seagoville that attracts or is expected to attract more than 2,000 persons.

Permit. Means written approval of the Director to hold a mass gathering, providing the conditions, if any, attached to such approval.

Person. Means an individual, group of individuals, firm, corporation, partnership, association, company, or other business or organizational entity.

Promote. Means to organize, manage, finance, conduct, provide the venue for, or

hold.

Promoter. Means a person who promotes a mass gathering.

Sec. 7.11.003 Application of Article; exemptions

All mass gatherings, except for the following must conform to the applicable provisions of this Article:

- (a) a mass gathering sponsored, in whole or in part, by the City;
- (b) a mass gathering sponsored by Dallas County, Kaufman County, the State of Texas, or the United States federal government;
- (c) a mass gathering held or conducted, with City permission, on City-owned, public property;
- (d) a mass gathering held or conducted by the Armed Forces of the United States of America or the military forces of the State of Texas;
- (e) a lawful, peaceful protest, demonstration, or rally (organizers of such lawful protest, demonstration or rally shall contact the City Manager's office to verify that no events are scheduled in the areas where the protests, demonstrations or rallies are planned and to ensure public safety precautions are in place);
- (f) educational or school activities and youth athletic and/or sporting events;
- (g) an indoor and/or outdoor retail mass gathering the primary purpose of which is the offering for sale of retail goods and/or services;
- (h) a mass gathering held or conducted by and completely on property owned by a regular, established, permanent place of worship; and
- (i) a mass gathering exempted by City Council resolution.

Sec. 7.11.004 General Authority

- (a) The Director shall implement, administer, and enforce the provisions of this Article. The Director has the authority to issue a mass gathering permit that authorizes one or more mass gatherings described in this Article when the requirements of this Article have been met.
- (b) The provisions of this Article are cumulative of all city ordinances. Building permits, food establishment permits, alcoholic beverage licenses, and all other permits and licenses required by city ordinance or other local, state, or federal law for the event(s) or activity(s) planned to be conducted in conjunction with or as a part of a mass gathering event must be applied for and obtained separately and in accordance with the applicable city ordinance or other governing law. The Director shall coordinate applications for any city-issued permit(s) or license(s) required in addition to the mass gathering permit.
- (c) The Director is authorized to install or direct the installation of temporary traffic control signs, devices, and/or markings relating to the control of the speed, movement, and parking of motor vehicles in association with traffic anticipated to be generated by a mass gathering for which a permit has been or will be granted.

A temporary traffic control sign, device, or marking shall have the same effect as a traffic control sign, device or marking authorized to be placed by the traffic engineer pursuant to this Code of Ordinances.

Sec. 7.11.005 - 7.11.010 Reserved

Division 2. Permits

Sec. 7.11.011 Permit requirement

Except as specifically exempted pursuant to section 7.11.003 of this Article, it shall be unlawful for any person to promote a mass gathering without having first obtained a mass gathering permit issued under this Article by filing a written application and paying the applicable fee. A mass gathering permit shall allow the permit holder to conduct one mass gathering event on the date and at the times stated on the permit, not to exceed a duration of fourteen (14) consecutive days. With the approval of the Director and Chief of Police, a permit may be extended for up to three (3) additional extension periods of fourteen (14) days each. The permit fee shall be set, from time to time, by the City Council and shall be included in the City's Master Fee Schedule.

Sec. 7.11.012 Application Procedure

- (a) At least 45 days before the date on which a mass gathering will be held, the promoter shall file a permit application with the Director. The Director may, but is not required to, accept an application filed at least 30 days prior to the date upon which the mass gathering will be held; however, in that situation, the applicant acknowledges that the required inspections and review process may not be completed in time to allow for authorization and permitting.
- (b) The mass gathering permit application must contain the following items:
 - (1) The promoter's name, address, e-mail address, and telephone number;
 - (2) The location, address, and description of the property on which the mass gathering will be held;
 - (3) The name, address, e-mail address, and telephone number of the owner of the property on which the mass gathering will be held;
 - (4) If the promoter is not the property owner, a notarized, signed agreement between the Promoter and the property owner authorizing the promoter to conduct the mass gathering on the property;
 - (5) a copy of the current, valid certificate of occupancy for the location at which the mass gathering will be held;
 - (6) The name, type and purpose of the mass gathering event;
 - (7) The dates and times that the mass gathering will be held;

- (8) The expected total attendance for the mass gathering;
- (9) The maximum number of persons the Promoter will allow to attend the mass gathering and the plan the Promoter intends to use to limit attendance to that number;
- (10) The name, address, e-mail address, and telephone number of each entertainer or other performer who has agreed to appear at the mass gathering and the name, address, e-mail address, and telephone number of each entertainer or performer's agent;
- (11) A copy or summary description of each agreement between the promoter and an entertainer or performer;
- (12) A site plan of the proposed location for the mass gathering upon which is indicated all permanent and temporary structures, tents, awnings, canopies, food service booths, stages, fences, barricades, restroom facilities (including restroom facilities that are compliant with the Americans with Disabilities Act of 1990), loudspeakers (including orientation of loudspeakers), and lighting for outdoor activities or functions to be utilized for the mass gathering;
- (13) Details of the proposed location, number, and size of any signage for the mass gathering;
- (14) A description of any live animals that will be present at the mass gathering and the plan for the care of the animals, including sanitation and waste removal;
- (15) A written public safety plan to be put into effect by the promoter for the mass gathering to ensure public safety at the mass gathering and to address the following:
 - a. Security/police plan for the mass gathering location, to include identification of the sufficient number of security and/or police personnel that will be provided by Promoter to properly secure and police the event and to prevent interruption of normal police protection for the City, to provide security, traffic, and crowd control in connection with the mass gathering, in accordance with the following:
 - i. In general, four (4) police officers or licensed security personnel will be required for a mass gathering expected to attract up to 2,000 participants, with every 1,000 additional expected participants generally requiring one (1) additional police officer or licensed security guard.
 - ii. The Chief of Police has discretion to waive, lower,

or raise the general requirements set forth in this section. The following factors, among others, may be considered by the Chief of Police in making this determination:

- (a) Whether sale, service, or consumption of alcoholic beverages at the mass gathering is anticipated;
- (b) Topography of the mass gathering;
- (c) Size of the mass gathering location;
- (d) Weather conditions at the mass gathering;
- (e) Date and/or time of day during which the mass gathering is conducted;
- (f) Whether the mass gathering requires street closures or rerouting of vehicular or pedestrian traffic; and
- (g) Whether the history of the particular mass gathering indicates that a different number of police officers or licensed security personnel are required to protect the public health, safety, and welfare.

The police officers or licensed security personnel required to be provided at a mass gathering by this section must be sworn peace officers or licensed security personnel;

- b. Fire protection plan for the mass gathering location, including a plan for prevention of fires and adequate protection of persons and property in the event of fire, including without limitation, adequate exists, fire extinguishers, adequate access for fire trucks and emergency vehicles, and the location of all fire-hydrants;
- c. Emergency medical services plan for the mass gathering location to provide adequate emergency medical services at the mass gathering;
- d. Identification of public assembly areas;
- e. Concession services plan including, at a minimum, including the plan for vendor and food and/or beverage concession distribution in compliance with health and safety requirements,
- f. Sanitation plan to ensure the highest standards of cleanliness and sanitation are maintained at the mass gathering, including adequate restroom facilities, a plan to empty refuse containers frequently to prevent overflow, and identification of measures for reduction of spread or incidence of communicable diseases and reduction of hazards and pollution of the environment;

- g. Severe weather or emergency evacuation or shelter plans; and
 - h. the need for the presence of law enforcement, fire protection, and emergency services personnel at the event.
- (16) A written traffic control plan to be put into effect by the promoter for the mass gathering to provide for the safe and orderly movement of traffic at and near the location of the mass gathering. The traffic control plan must include:
- (a) the number of motor vehicles anticipated at the mass gathering;
 - (b) identification (on a site plan or otherwise) of all streets, alleys, or other thoroughfares and pedestrian ways that will be impacted by anticipated vehicular traffic,
 - (c) all points of ingress and egress into the mass gathering,
 - (d) procedures that promoter will employ to avoid traffic entering or leaving the mass gathering impacting other streets, alleys, roadways, or thoroughfares;
 - (e) parking plan, indicating that sufficient parking has been provided to accommodate the projected number of users with a ten (10%) percent surplus. If parking is to be on private property adjacent to the event location, written evidence that the promoter has a right of possession of the property through ownership, lease, license, or other agreement must be provided. When the location designated for parking of motor vehicles is not an established parking area, a plan shall also be submitted which shows how the needed parking will be achieved and arranged. The number of parking spaces and layout of the parking area, including aisle widths and size of parking spaces, shall be included in the submittal. If parking is provided off-site, details for transport of persons from the off-site parking to the mass gathering location must be included;
 - (f) a site plan showing where “No Parking” signs will be posted and additionally showing all fire lanes and describing the measures that will be employed to maintain the fire lanes free and clear of obstructions, including but not limited to parked motor vehicles;
 - (g) the plan for directing of both attendees and motor vehicles safely entering, leaving, or upon the location of the mass gathering;
 - (h) all equipment that will be used to control traffic and procedures that will be employed to avoid back-up of traffic affecting city or state streets, highways, or other thoroughfares;
 - (i) identification of procedures that will be employed by promoter to provide adequate and prompt ingress and egress at the location of the mass gathering for emergency vehicles, including police, fire protection, and emergency medical services; and
 - (j) the plan for movement of firefighting equipment, police response vehicles, and/or emergency medical services vehicles in route to an emergency such that the concentration of people, animals or vehicles

at the mass gathering will not unduly interfere with proper fire and police protection or ambulance service to areas near the mass gathering location.

- (17) Copies of all agreements for provision of police, security, emergency services, barricade, traffic control, litter collection, and/or trash removal services for the mass gathering.
- (c) Upon receipt of a complete permit application, the Director shall forward a copy of the application to the building official, fire marshal, fire chief, police chief, public works director, health and safety director, and code enforcement director and any other applicable city departments. Each official and any other applicable department shall review the application and shall convene within ten (10) working days to discuss any comments associated with the application. The Director and city department heads may prescribe licenses, permits and authorizations required by other city ordinances or applicable law, restrictions, regulations, safeguards, and other conditions necessary for the safe and orderly conduct of a mass gathering to be incorporated into the permit before issuance.
- (d) After reviewing the application and comments, the Director shall determine whether the application and plans meet City safety and other requirements. The applicant may be requested to modify an application to meet the requirements of this Article. Should any of the submitted plans fail to give, and, after notice, the applicant is unable to provide adequate assurances that the plans will be implemented and carried out, the permit application may be denied.
- (e) After review, unless denial is required by this Article, a mass gathering permit will be issued in conformance with the requirements of this Article including section 7.11.011.

Sec. 7.11.013 Standards for Issuance of Permit

A promoter shall submit a complete application in conformance with this Article and shall submit plans and conduct a mass gathering in such a way that it:

- a. Will plan for and facilitate the safe and orderly movement of traffic at and near its location;
- b. Will plan for and provide sufficient number of security and police personnel to properly secure and police the mass gathering location and adjacent areas to prevent disruption of normal police protection within the City;
- c. Will plan for and provide sufficient ambulance service to the event and the adjacent areas to prevent interruption of normal ambulance service to the rest of the city;
- d. Will plan for and provide the movement of firefighting equipment in route to an emergency on the mass gathering location site or otherwise, so as to not unduly interfere with proper fire and police protection to areas near such mass gathering; and
- e. Will plan and provide for the overall health, safety and security of patrons and participants.

Sec. 7.11.014 Denial or revocation of Permit

- (a) The Director may deny a mass gathering permit if:
 - a. The event will conflict in time and/or location with another event for which a permit has already been issued;
 - b. The event will conflict in time and location with a planned city event or planned city co-sponsored event;
 - c. The promoter does not submit a complete application with satisfactory plans and supporting information as required under this Article;
 - d. The promoter fails to comply with, or the event will violate an ordinance of the city or any other applicable law;
 - e. The promoter makes or permits the making of a false or misleading statement or omission of material fact on any application for a mass gathering;
 - f. The promoter has been issued a citation for violating this ordinance or has had a permit revoked within the preceding 12 months;
 - g. The promoter fails to provide proof of a license or permit required by this or any other city ordinance or by state or federal law;
 - h. The mass gathering event, in the opinion of one or more city department directors, would severely hinder the delivery of normal or emergency services or constitutes a threat to the public health, safety and/or welfare;
or
 - i. Insurance requirements have not been met by the promoter.
- (b) A mass gathering permit shall be revoked by the Director upon occurrence of the following:
 - a. The Director or a city department director (i) finds that any of the provisions of this Article, any city ordinance, state law, or federal law is being violated; or (ii) deems any part of the mass gathering event unsafe or a threat to public health, safety and/or general welfare.
 - b. In the judgment of the Director or a city department director a violation exists which requires immediate abatement to protect the health, safety and/or general welfare of the public; or
 - c. The promoter made or permitted to be made a false or misleading statement or omission of material fact on any application for any city permit.
- (c) Prior to denial of a permit, the Director shall consider alternatives to the time, place, or manner of the event that will allow the event to occur without posing a threat to health, safety, or general welfare of the public or otherwise violating local, state, or federal law.

Sec. 7.11.015 Appeals

Decisions of the Director regarding issuance, denial, or revocation of a permit or the imposition of costs, additional restrictions or conditions upon the granting of a permit may be appealed to the City Manager or his or her designee. Such appeal shall be in writing and shall be filed with the City Secretary's Office within five (5) business days after the issuance of the decision from which the appeal is taken. When making a determination regarding the appeal, the City Manager shall consider the application under the standards provided in this Article and may sustain, overrule, or modify the

decision. The decision of the City Manager shall be issued within five (5) business days and shall be final.

Sec. 7.11.016 – 7.11.020 Reserved

Division 3. Special Provisions

Sec. 7.11.021 City authority over parking

The city shall have authority, when reasonably necessary as determined by the fire marshal, chief of police, or director of public works, to establish temporary fire lanes or no parking zones and prohibit or restrict the parking of vehicles along a street or highway or part thereof adjacent to the site of the mass gathering. The City shall post signs to such effect, and it shall be unlawful for any person to stop, stand, park, or leave unattended any vehicle in violation thereof.

Sec. 7.11.022 Amusement rides

Rides and/or attractions associated with mass gatherings shall conform to the statutory rules and regulations set forth in Chapter 2151 of the Texas Occupations Code, as amended (the “Amusement Ride Safety Inspection and Insurance Act”). Copies of inspection reports shall be required. Amusement rides in enclosed areas greater than one thousand (1,000) square feet are required to be fire sprinkler protected. Amusement rides shall conform to the statutory rules and regulations set forth in applicable state law.

Sec. 7.11.023 Hours of operation

The City will establish the hours of operation of a mass gathering upon review of the location, the promoter’s desired time of operation, type of event, safety of the event and proximity to residential properties.

Sec. 7.11.024 Tents, canopies, and temporary structures

Any mass gathering which includes the use of a tent, canopy, or temporary structure shall meet the requirements of the Fire Code and a separate permit may be required along with a mass gathering permit. Fire lanes for emergency equipment must be provided and the site prepared in a manner so as not to be a fire hazard as determined by the fire department.

Sec. 7.11.025 Food and/or Beverage service

If food and/or beverage service is provided, said operation(s) shall be in compliance with all provisions of the food preparation and food establishment ordinances of the City as well as with all other applicable local, state, and federal laws.

Sec. 7.11.026 Sanitary facilities

A sufficient number of permanent and/or portable sanitary restroom facilities must be provided on the premises of the mass gathering as determined necessary by the City. Portable sanitary facilities shall be maintained in a sanitary manner at all times.

Sec. 7.11.027 Animal waste

Waste from animals used in any mass gathering event shall be removed daily from

the grounds. Should animals be kept within the city limits at night, they shall be kept not less than 300 feet from any developed residential or commercial districts. Management of animal waste shall comply with all local, state, and federal storm water regulations.

Sec. 7.11.028 Trash disposal

Trash disposal containers must be provided on-site for all outdoor mass gathering events and shall be maintained to prevent trash from being dispersed by wind or rain to storm drains, streams, or other properties.

Sec. 7.11.029 Loudspeakers; noise

When loudspeakers or any sound amplifying device is used in conjunction with a mass gathering event, the location and orientation of these devices, the planned hours of use, shall be indicated on the site plan required under this Article. Only devices that do not adversely affect any residential district may be considered. Permit holders, loudspeaker operators, performers and participants shall comply with all city noise ordinances.

Sec. 7.11.030 Public safety personnel and equipment

- (a) Promoter shall be responsible for provision of and for the cost of providing all required public safety personnel and equipment deemed necessary for the mass gathering by the Director.

- (b) The objective standards used to determine the number of law enforcement officers and fire/EMS operation personnel required for a mass gathering shall be as follows:
 - 1. General traffic conditions in the area of the event, both vehicular and pedestrian;
 - 2. Duration of the event;
 - 3. Expected total attendance;
 - 4. Whether any or all of a public right-of-way will be closed;
 - 5. Uses adjacent to the event, such as residential or commercial areas;
 - 6. Day and time of the event (including weather conditions);
 - 7. Availability of alcoholic beverages for consumption at the event;
 - 8. Fireworks at the event;
 - 9. Wild or undomesticated animals at the event;
 - 10. Need for safety zones (such as for fireworks launch, balloon or helicopter landing etc.);
 - 11. Emergency evacuation management;
 - 12. Parking; and
 - 13. Crime prevention.

Sec. 7.11.031 Indemnification

The promoter shall sign an agreement to indemnify and hold harmless the city, its

officers, officials, employees, agents, and representatives against all claims of liability and causes of action for injury or damage to persons or property arising out of the mass gathering event.

Sec. 7.11.032 Permit fees and costs

Permit fees established by the City Council under this Article do not include any costs for police, fire and/or emergency medical services operation or other city services required for the mass gathering event. The permit fee for a mass gathering event permit shall be \$250.00 per application. The permit fee for a mass gathering may, at the sole discretion of the City Manager, be waived for any application. This fee shall be set forth in the City's Master Fee Schedule and may be amended from time to time by the City Council by ordinance.

Sec. 7.11.032 – 7.11.040 Reserved

Division 4. Offenses and Penalties

Sec. 7.11.041 Offenses; Penalty for violation of article

- (a) A person commits an offense if he:
 - 1. Knowingly commences or holds a mass gathering without a permit or with a permit that has expired or been revoked; or
 - 2. Knowingly violates any terms or provisions of this Article.

- (b) A person who violates a provision of this Article or a requirement of a mass gathering permit is guilty of a separate offense for each day during which the separate violation is committed or continued.

- (c) Each offense is punishable by a fine not to exceed:
 - a. \$2,000 for a violation of a provision of this Article or requirement of a mass gathering permit governing fire safety, zoning, or public safety, health, or sanitation, including the dumping of refuse; or
 - b. \$500 for all other violations of this Article or requirements of a mass gathering permit; or
 - c. The fine established pursuant to other applicable ordinance or state law if the violation relates to failure to comply with a temporary traffic control sign, device, or marking installed or placed pursuant to this Article.”

SECTION 3. Any person, firm, or corporation violating any provision of this Ordinance shall be subject, upon conviction, to the same penalty as provided for in the Code of Ordinances, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand (\$2,000.00) dollars for each offense.

SECTION 4. All ordinances of the City of Seagoville in conflict with the provisions of this ordinance shall be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict herewith shall remain in full force and effect.

SECTION 5. Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

SECTION 6. This ordinance shall take effect 120 days after its passage and publication of the caption as required by law.

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 2nd day of October 2023.

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
4857-6859-3775, v. 4