



City of Seagoville Meeting Agenda City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, November 18, 2024

6:30 PM

Council Chambers

LACKEY STEPPER SEBASTIAN
MAYOR

RICK HOWARD
PLACE 1

ALLEN GRIMES
PLACE 4

PATRICK STALLINGS
CITY MANAGER

JOSE HERNANDEZ
PLACE 2

JON EPPS
PLACE 5 – MAYOR PRO TEM

HAROLD MAGILL
PLACE 3

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 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 any 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 options for addressing unresolved Code violations and for gaining Code compliance.**
- 3. Receive updates from the Police Department.**
- 4. Receive updates from the Fire Department.**
- 5. Discuss Regular Session agenda items.**
- 6. Adjourn**

REGULAR SESSION – 7:00 PM

- 7. Call to Order**
- 8. Invocation**
- 9. Pledge of Allegiance**
- 10. Mayor's Report**
- 11. 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. Anyone wishing to speak should submit a Speaker Request Form to the City Secretary.

Consent Agenda

- 12. Consider approving the City Council meeting minutes: November 4, 2024.**
- 13. Consider a Resolution authorizing the purchase from Siddons Martin Emergency Group of a Skeeter Polaris UTV, resulting in a net purchase price of fifty-three thousand three hundred dollars and zero cents (\$53,300.00) to be paid by the City; authorizing the City Manager to execute any and all necessary documents.**
- 14. Consider a Resolution authorizing the purchase of two (2) 2024 4x4 Ford F-150 crew cab trucks in a total purchase amount not to exceed one hundred thirteen thousand one hundred seven dollars and four cents \$113,107.04, from Rush Truck Center; authorizing the City Manager to execute any and all necessary documents.**
- 15. Consider a Resolution authorizing the purchase of a 2024 4x4 Ford F-250 crew cab truck in a total purchase amount not to exceed seventy-six thousand five hundred seventy-eight dollars and forty cents (\$76,578.40), from Rush Truck Center; authorizing the City Manager to execute any and all necessary documents.**

Public Hearing

- 16. Conduct a public hearing and consider an Ordinance amending the Code of Ordinances, as amended, by amending Title II: "Buildings; Development; Zoning", Chapter 25 "Zoning", Article 25.02, "Zoning Ordinance", (1) At Division 37 "Definitions," Section 25.02.801, "Certain Words Defined," by adding a definition for "Data Center;" and (2) at Division 18 "LM Light Manufacturing District Regulations" by amending Section 25.02.421 to allow Data Center Use; providing for penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.**
- 17. Conduct a public hearing and consider an Ordinance amending the comprehensive zoning ordinance and map of the City of Seagoville, by granting a change in zoning for approximately 138.004 acre tract of land situated in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas, and being more commonly known as 1900 East Farmers Road From Agricultural (AG) to Planned Development with a base zoning of Light Manufacturing and to allow Data Center Use (PD No. 06-2024); providing for development regulations; providing for the approval of concept plans; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.**

Regular Agenda

- 18. Discuss and consider a Resolution authorizing the City Manager to sign a service agreement with the Department of Information Resources Communications Technology Services Division of the State of Texas (DIR) for cooperative purchasing.**

- 19. Discuss and consider a Resolution awarding a contract to RT&E Rural Water for Project No. PW2501, East Malloy Bride Road Sewer Relocation for a contract price not to exceed eighty-three thousand three hundred thirty-eight dollars and zero cents (\$83,338.00); authorizing the City Manager to execute any and all necessary documents.**
- 20. Discuss and consider a Resolution approving a Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas, and CWH Land Company, LLC.**
- 21. 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, 6) announcements involving an imminent threat to public health and safety.

EXECUTIVE SESSION

The City Council will convene into closed Executive Session pursuant to:

- 22. Texas Government Code section 551.072 Deliberation Regarding Real Property: To deliberate the purchase, exchange, lease or value of real property in relation to Project Home Run.**
- 23. Texas Government Code section 551.071 Consultation with Attorney: To seek legal advice from and engage in an attorney-client communication with the City Attorney on a matter in which the duty of the City Attorney under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings Act.**

REGULAR SESSION

- 24. Take any necessary action as a result of Executive Session.**
- 25. Discuss future agenda items.**
- 26. 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 14th day of November 2024, 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 or email citysecretary@seagoville.us. (TDD access 1-800-RELAY-TX)

UPCOMING DATES:

- Monday, December 2, 2024, Regular City Council Meeting
- Monday, December 16, 2024, Regular City Council Meeting



TO: Mayor and City Council
FROM: Mamata Bhandari, Director of Health Services
DATE: November 18, 2024
ITEM: 2
DESCRIPTION: Discuss options for addressing unresolved Code violations and for gaining Code compliance.

INTRODUCTION

The purpose of this item is to discuss with the Mayor and City Council the process of responding to unresolved violations, broken down into several steps that typically follow legal and administrative procedures.

BACKGROUND

Recently Code Enforcement Officer identified several properties with open cases that have been pending for several months. The Mayor and Council members wanted to discuss these properties and the available remediation options for violations.



TO: Mayor and City Council
FROM: Ray Calverley, Police Chief
DATE: November 18, 2024
ITEM: 3
DESCRIPTION: Receive updates from the Police Department.

INTRODUCTION

Police Department:

Each month throughout the year your Police Department collects and reports all Part-One crimes to the state through the NIBRS reporting system. The NIBRS reporting system is a much more concise report unlike the Uniform Crime Reporting system (UCR). UCR would lump offenses of the same category into one, whereas NIBRS requires that each offense be reported into the system to give a true and accurate account of the offenses occurring each month.

Animal Services:

In addition to the statistical part-one crime reporting, Animal Services also gathers activity and statistical information each month throughout the year. These reports are mandated by and turned over to the Animal Services Advisory Board each quarter.

ATTACHMENTS

1. PD – 2024 Crime Statistics
2. PD - Activity Report
3. AS - Activity Report

2024 Crime Statistics
Seagoville Police Department

SEAGOVILLE POLICE DEPARTMENT
CONSOLIDATION OF MONTHLY CRIMINAL ACTIVITY

| UNIFORM CLASSIFICATION OF OFFENSES | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | This year to date | Last year to date | | %+- For Same Period Last Year |
|------------------------------------|-----|-----|-----|-----|-----|------|------|-----|------|-----|-----|-----|-------------------|-------------------|-----|-------------------------------|
| 1A. CRIMINAL HOMICIDE: MURDER | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0 | 0 | 0 | 0.00% |
| 1B. MANSLAUGHTER BY NEGLIGENCE | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0 | 0 | 0 | 0.00% |
| 2. FORCIBLE RAPE | 0 | 0 | 1 | 2 | 0 | 0 | 3 | 2 | 0 | 0 | | | 8 | 6 | 2 | 33.33% |
| 3. ROBBERY | 0 | 1 | 1 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | | | 4 | 3 | 1 | 33.33% |
| 4. AGGRAVATED ASSAULT | 0 | 1 | 0 | 2 | 2 | 0 | 2 | 0 | 2 | 0 | | | 9 | 28 | -19 | -67.86% |
| 5. BURGLARY-BREAKING OR ENTERING | 2 | 11 | 3 | 1 | 3 | 11 | 3 | 1 | 5 | 7 | | | 47 | 44 | 3 | 6.82% |
| 6. THEFT - LARCENY | 10 | 12 | 14 | 17 | 17 | 18 | 12 | 16 | 12 | 18 | | | 146 | 131 | 15 | 11.45% |
| 7. MOTOR VEHICLE THEFT | 7 | 7 | 6 | 7 | 10 | 4 | 10 | 8 | 13 | 3 | | | 75 | 82 | -7 | -8.54% |
| 8. ARSON | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | | | 1 | 2 | -1 | -50.00% |
| TOTAL - PART I OFFENSES | 19 | 32 | 25 | 30 | 32 | 33 | 31 | 27 | 33 | 28 | 0 | 0 | 290 | 296 | -6 | -2.03% |

**SEAGOVILLE POLICE DEPARTMENT
POLICE CHIEF'S MONTHLY REPORT**

| | October 2024 | October 2023 | % CHANGE | 2024 YTD | 2023 YTD | % CHANGE |
|--------------------------|-----------------|-----------------|-------------|--------------|--------------|-------------|
| PART I OFFENSES | 28 | 32 | -13% | 290 | 296 | -2% |
| CRIME INDEX RATE | 1.44 | 1.64 | -13% | 14.87 | 15.17 | -2% |
| TOWN POPULATION | 19508 | 19508 | 0% | 19508 | 19508 | 0% |
| CLEARANCE INDEX | 4 | 5 | -20% | 49 | 63 | -22% |
| CLEARANCE INDEX RATE | 0.21 | 0.26 | -20% | 2.51 | 3.23 | -22% |
| VALUE PROPERTY STOLEN | \$ 145,277 | \$ 269,200 | -46% | \$ 1,984,280 | \$ 2,148,435 | -8% |
| VALUE PROPERTY RECOVERED | \$ 64,673 | \$ 141,077 | -54% | \$ 914,574 | \$ 817,695 | 12% |

ACTUAL OFFENSES PER 1,000 POPULATION AND CLEARANCE RATE

| | | | | | | |
|---------------------------------|------------|-------------|----------------|-------------|-------------|--------------|
| CRIMINAL HOMICIDE RATE | 0 0.00 | 0 0.00 | 0% 0% | 0 0.00 | 0 0.00 | 0% 0% |
| CASES CLEARED CLEARANCE RATE | 0 0.00 | 0 0.00 | 0% 0% | 0 0.00 | 0 0.00 | 0% 0% |
| FORCIBLE RAPE RATE | 0 0.00 | 1 0.05 | -100% -100% | 8 0.41 | 6 0.31 | 33% 33% |
| CASES CLEARED CLEARANCE RATE | 0 0.00 | 0 0.00 | 0% 0% | 1 12.50 | 1 16.67 | 0% -25% |
| ROBBERY RATE | 0 0.00 | 3 0.15 | -100% -100% | 4 0.21 | 3 0.15 | 33% 33% |
| CASES CLEARED CLEARANCE RATE | 0 0.00 | 0 0.00 | 0% 0% | 3 75.00 | 0 0.00 | 100% 100% |
| AGGRAVATED ASSAULT RATE | 0 0.00 | 1 0.05 | -100% -100% | 9 0.46 | 28 1.44 | -68% -68% |
| CASES CLEARED CLEARANCE RATE | 0 0.00 | 1 100.00 | -100% -100% | 5 55.56 | 22 78.57 | -77% -29% |
| BURGLARY RATE | 7 0.36 | 7 0.36 | 0% 0% | 47 2.41 | 44 2.26 | 7% 7% |
| CASES CLEARED CLEARANCE RATE | 0 0.00 | 0 0.00 | 0% 0% | 5 10.64 | 4 9.09 | 25% 17% |
| LARCENY RATE | 18 0.92 | 8 0.41 | 125% 125% | 146 7.48 | 131 6.72 | 11% 11% |
| CASES CLEARED CLEARANCE RATE | 4 22.22 | 3 37.50 | 33% -41% | 28 19.18 | 20 15.27 | 40% 26% |
| AUTO THEFT RATE | 3 0.15 | 12 0.62 | -75% -75% | 75 3.84 | 82 4.20 | -9% -9% |
| CASES CLEARED CLEARANCE RATE | 0 0.00 | 1 8.33 | -100% -100% | 6 8.00 | 15 18.29 | -60% -56% |
| ARSON RATE | 0 0.00 | 0 0.00 | 0% 0% | 1 0.05 | 2 0.10 | -50% -50% |
| CASES CLEARED CLEARANCE RATE | 0 0.00 | 0 0.00 | 0% 0% | 1 100.00 | 1 50.00 | 0% 100% |

SEAGOVILLE POLICE DEPARTMENT POLICE CHIEF'S MONTHLY REPORT

| | October 2024 | October 2023 | % CHANGE | 2024 YEAR TO DATE | 2023 YEAR TO DATE | % CHANGE |
|--|-----------------|-----------------|-------------|-------------------------|-------------------------|-------------|
| TRAFFIC | | | | | | |
| ACCIDENTS INVESTIGATED | 14 | 11 | 27% | 107 | 99 | 8% |
| NON-INJURY ACCIDENTS | 11 | 5 | 120% | 72 | 58 | 24% |
| INJURY ACCIDENTS | 3 | 6 | -50% | 33 | 41 | -20% |
| FATAL ACCIDENTS | 0 | 0 | 0% | 0 | 0 | 0% |
| CITATIONS | | | | | | |
| TOTAL CITATIONS ISSUED | 142 | 96 | 48% | 1391 | 1823 | -24% |
| TOTAL VIOLATIONS | 293 | 207 | 42% | 2660 | 3559 | -25% |
| ARRESTS | | | | | | |
| FELONY | 7 | 7 | 0% | 60 | 71 | -15% |
| MISDEMEANOR | 15 | 8 | 88% | 96 | 69 | 39% |
| DWI ARRESTS | 6 | 0 | 100% | 26 | 17 | 53% |
| PUBLIC INTOXICATION | 0 | 0 | 0% | 9 | 7 | 29% |
| MINOR POSSESSION | 0 | 0 | 0% | 0 | 0 | 0% |
| JUVENILE CUSTODY | 0 | 1 | -100% | 16 | 17 | -6% |
| TOTAL ARRESTS | 36 | 41 | -12% | 294 | 395 | -26% |
| POLICE RESPONSE DATA | | | | | | |
| POLICE CALLS FOR SERVICE | 1417 | 1264 | 12.1% | 14222 | 14689 | -3.2% |
| AVERAGE RESPONSE TIMES | | | | | | |
| PRIORITY II, III, & IV | 4.47 | 5.74 | -22.1% | 5.41 | 5.38 | 0.6% |
| PRIORITY I | 1 | 7.06 | -85.8% | 3.54 | 6.06 | -41.6% |
| EMERGENCY COMMUNICATIONS | | | | | | |
| ALL DISPATCHED CALLS FOR SERVICE | 2081 | 1499 | 38.8% | 19259 | 16851 | 14.3% |
| 9-1-1 CALLS (PHONE CALLS) | 1234 | 1279 | -4% | 12605 | 16621 | -24% |
| PERSONNEL DATA | | | | | | |
| AUTHORIZED SWORN | | 30 | | | | |
| AUTHORIZED SWORN ACTUAL | | 29 | | | | |
| AUTHORIZED SWORN VACANCIES | | 1 | | | | |
| ACTUAL SWORN (PT) | | 2 | | | | |
| AUTHORIZED RESERVE STRENGTH | | 5 | | | | |
| ACTUAL RESERVE STRENGTH | | 0 | | | | |
| SUPPORT SERVICE MANAGER (FT) | | 1 | | | | |
| SUPPORT SERVICE MANAGER (FT) VACANCIES | | 0 | | | | |
| DISPATCH SUPERVISOR (FT) | | 1 | | | | |
| DISPATCH SUPERVISOR (FT) VACANCIES | | 0 | | | | |
| AUTHORIZED CIVILIAN PST (FT) | | 7 | | | | |
| AUTHORIZED CIVILIAN PST (FT) VACANCIES | | 2 | | | | |
| AUTHORIZED CIVILIAN PST (PT) | | 4 | | | | |
| AUTHORIZED CIVILIAN PST (PT) VACANCIES | | 2 | | | | |
| AUTHORIZED CIVILIAN SST (FT) | | 3 | | | | |
| AUTHORIZED CIVILIAN SST VACANCIES | | 0 | | | | |
| SCHOOL CROSSING GUARD (PT) | | 3 | | | | |
| SCHOOL CROSSING GUARD (PT) VACANCIES | | 0 | | | | |
| AUTHORIZED OFFICERS PER 1000 POP. | | 1.59 | | | | |
| TOTAL EMPLOYEES PER 1000 | | 1.85 | | | | |

**SEAGOVILLE POLICE DEPARTMENT
POLICE CHIEF'S MONTHLY REPORT**

| | October 2024 | October 2023 | % CHANGE | 2024 YEAR TO DATE | 2023 YEAR TO DATE | % CHANGE |
|--------------------------------|-----------------|-----------------|-------------|-------------------------|-------------------------|-------------|
| ALARM CALLS FOR SERVICE | | | | | | |
| TOTAL ALARMS RECEIVED | 71 | 46 | 54% | 542 | 570 | -5% |
| TRUE ALARMS | 0 | 0 | 0% | 2 | 0 | 100% |
| FALSE ALARMS | 71 | 46 | 54% | 540 | 570 | -5% |
| VEHICLES IMPOUNDED | | | | | | |
| INCIDENTAL TO ARREST | 17 | 12 | 42% | 100 | 120 | -17% |
| ABANDONED ROADWAY | 3 | 8 | -63% | 31 | 40 | -23% |
| RECOVERED STOLEN | 4 | 3 | 33% | 27 | 24 | 13% |
| UNLICENSED DRIVER | 1 | 1 | 0% | 20 | 38 | -47% |
| ACCIDENT | 11 | 9 | 22% | 121 | 106 | 14% |
| WARRANTS SERVED | | | | | | |
| SEAGOVILLE COURTS | 3 | 25 | -88% | 254 | 365 | -30% |
| OTHER COURTS | 43 | 49 | -12% | 470 | 751 | -37% |
| MENTAL HEALTH CONTACTS | | | | | | |
| MENTAL HEALTH CONTACTS | 3 | 5 | -40% | 61 | 65 | -6% |
| CRIMINAL INVESTIGATIONS | | | | | | |
| NUMBER OF CASES RECEIVED | 132 | 158 | -16% | 1198 | 1318 | -9% |
| CASES CLEARED BY ARREST | 37 | 50 | -26% | 253 | 313 | -19% |
| FALSE REPORTS | 0 | 0 | 0% | 0 | 0 | 0% |
| EXCEPTIONAL MEANS | 1 | 2 | -50% | 53 | 30 | 77% |
| SUSPENDED / NO LEADS | 31 | 40 | -23% | 379 | 328 | 16% |
| OTHER/CLOSED | 32 | 32 | 0% | 246 | 326 | -25% |
| UNFOUNDED | 0 | 1 | -100% | 16 | 10 | 60% |
| REVENUE FRONT WINDOW | 627.57 | 1213.27 | -48.3% | 7378.63 | 105436.34 | -93.0% |

Seagoville Animal Shelter Activity Report

| | 1st Qtr 2024 | | | | 2nd Qtr 2024 | | | | 3rd Qtr 2024 | | | | 4th Qtr 2024 | | | | 2024 |
|-----------------------------|--------------|-----------|-----------|------------|--------------|-----------|-----------|------------|--------------|-----------|-----------|------------|--------------|----------|----------|-----------|------------|
| | Jan | Feb | Mar | QTD | Apr | May | Jun | QTD | Jul | Aug | Sep | QTD | Oct | Nov | Dec | QTD | YTD |
| Intakes | | | | | | | | | | | | | | | | | |
| Canine Stray | 32 | 28 | 31 | 91 | 17 | 24 | 29 | 70 | 26 | 34 | 26 | 86 | 22 | | | 22 | 269 |
| Canine Surrender | 0 | 1 | 3 | 4 | 3 | 1 | 3 | 7 | 0 | 3 | 1 | 4 | 4 | | | 4 | 19 |
| Canine Quarantined | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0 | 0 |
| Canine Seized | 4 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0 | 4 |
| Total Canine Intakes | 36 | 29 | 34 | 99 | 20 | 25 | 32 | 77 | 26 | 37 | 27 | 90 | 26 | 0 | 0 | 26 | 292 |
| Feline Stray | 8 | 8 | 1 | 17 | 1 | 28 | 21 | 50 | 20 | 2 | 6 | 28 | 7 | | | 7 | 102 |
| Feline Surrender | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 2 | 1 | | | 1 | 4 |
| Feline Quarantine | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0 | 0 |
| Feline Seized | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0 | 0 |
| Feline Feral | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0 | 0 |
| Total Feline Intakes | 8 | 8 | 2 | 18 | 1 | 28 | 21 | 50 | 20 | 2 | 8 | 30 | 8 | 0 | 0 | 8 | 106 |
| Wildlife | | | | 0 | | | | 0 | | | | 0 | | | | 0 | 0 |
| Total Intakes | 44 | 37 | 36 | 117 | 21 | 53 | 53 | 127 | 46 | 39 | 35 | 120 | 34 | 0 | 0 | 34 | 398 |
| Outcomes | | | | | | | | | | | | | | | | | |
| Canine Adoptions | 19 | 27 | 29 | 75 | 10 | 20 | 19 | 49 | 22 | 19 | 24 | 65 | 35 | | | 35 | 224 |
| Canine Rescues | 4 | 7 | 0 | 11 | 3 | 1 | 2 | 6 | 1 | 4 | 1 | 6 | 5 | | | 5 | 28 |
| Canine RTO | 5 | 2 | 2 | 9 | 1 | 4 | 1 | 6 | 2 | 3 | 1 | 6 | 0 | | | 0 | 21 |
| Canine Euthanized | 7 | 0 | 0 | 7 | 2 | 0 | 1 | 3 | 1 | 2 | 3 | 6 | 2 | | | 2 | 18 |
| Canine Died | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | | | 0 | 1 |
| Feline Adoptions | 7 | 9 | 2 | 18 | 1 | 8 | 16 | 25 | 8 | 6 | 13 | 27 | 6 | | | 6 | 76 |
| Feline Rescues | 0 | 0 | 0 | 0 | 0 | 15 | 0 | 15 | 8 | 0 | 0 | 8 | 0 | | | 0 | 23 |
| Feline RTO | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0 | 1 |
| Feline TNR | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0 | 0 |
| Feline Euthanized | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0 | 0 |
| Feline Died | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 4 | 5 | 0 | | | 0 | 5 |
| Wildlife Released | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | | | 0 | 1 |
| Wildlife Rehab | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | 0 | 0 |
| Wildlife Euthanized | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 0 | 1 | 0 | | | 0 | 2 |
| Activity | | | | | | | | | | | | | | | | | |
| Calls for Service | 211 | 223 | 308 | 742 | 298 | 323 | 247 | 868 | 258 | 231 | 189 | 678 | 290 | | | 290 | 2578 |
| After Hours Calls | 0 | 3 | 4 | 7 | 3 | 4 | 3 | 10 | 6 | 5 | 3 | 14 | 2 | | | 2 | 33 |
| Phone Calls | 179 | 194 | 226 | 599 | 244 | 221 | 219 | 684 | 235 | 202 | 195 | 632 | 321 | | | 321 | 2236 |
| Volunteer Hours | 205 | 211 | 229 | 645 | 220 | 215 | 225 | 660 | 211 | 207 | 214 | 632 | 210 | | | 210 | 2147 |
| Bite Cases | 1 | 0 | 0 | 1 | 9 | 0 | 1 | 10 | 0 | 1 | 1 | 2 | 1 | | | 1 | 14 |
| Compliance | | | | | | | | | | | | | | | | | |
| Verbal Warnings | 4 | 6 | 5 | 15 | 0 | 6 | 5 | 11 | 5 | 3 | 3 | 11 | 2 | | | 2 | 39 |
| Written Warnings | 8 | 4 | 1 | 13 | 0 | 3 | 2 | 5 | 0 | 0 | 3 | 3 | 2 | | | 2 | 23 |
| Citations | 6 | 1 | 2 | 9 | 1 | 0 | 2 | 3 | 0 | 0 | 0 | 0 | 0 | | | 0 | 12 |
| Compliance Totals | 18 | 11 | 8 | 37 | 1 | 9 | 9 | 19 | 5 | 3 | 6 | 14 | 4 | 0 | 0 | 4 | 74 |



TO: Mayor and City Council
FROM: Todd Gilcrease, Fire Chief
DATE: November 18, 2024
ITEM: 4
DESCRIPTION: Receive updates from the Fire Department.

INTRODUCTION

The purpose of this item is to present Fire Department call statistics and equipment purchases.



TO: Mayor and City Council
FROM: Sara Egan, City Secretary
DATE: November 18, 2024
ITEM: 12
DESCRIPTION: Consider approving the City Council meeting minutes: November 4, 2024.

RECOMMENDATION

Recommend approval of the meeting minutes.

ATTACHMENTS

1. November 4, 2024 Minutes



City of Seagoville

Meeting Agenda

City Council

City Hall
702 N. Hwy 175
Seagoville, Texas 75159

Monday, November 4, 2024

6:30 PM

Council Chambers

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

Also present were City Manager Patrick Stallings, City Attorney Kevin Laughlin, Asst. City Attorney Chris Metcalf, and City Secretary Sara Egan.

The City Council of the City of Seagoville met in a Regular Called Meeting on Monday, November 4, 2024, at 6:30 p.m. in the Council Chamber at 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. Receive a presentation regarding Seagofest.

Managing Director of the Chamber of Commerce Ritha Edwards briefed City Council on the event held October 3-6. Ms. Edwards estimated thirty thousand people were entertained over the weekend event.

3. Receive and discuss the results of the request for proposals (RFP) for Project # BP-001 Ballfield Improvements for Bearden Park.

Director of Economic Development Kirk McDaniel explained staff investigated and determined an RFP would be best to allow for other 3rd parties to respond and provide potential project details. Two submissions were received and graded on a scale as provided in the agenda packet.

Mammoth Sports Building Company had a good overall score; however, pricing is outside of the City's limit at \$9.3 million. Pine Tar Sport submitted an incomplete application lacking a business plan and a mutually beneficial contract. Staff recommends not moving forward with the project.

Councilmember Grimes inquired if a meeting was possible with Pine Tar Sports to obtain the necessary details for the project.

City Attorney Kevin Laughlin stated a future agenda item could be prepared in coordination with staff as allowed based on the subject matter. For this specific situation there is no deadline on the project or search for additional information.

4. Discuss Regular Session agenda items.

There were no questions on Regular Session agenda items.

5. Adjourn

Mayor Sebastian adjourned the Work Session at 6:37 p.m.

*Following the adjournment of the Work Session, Councilmember Jose Hernandez excused himself from the Regular Session.

REGULAR SESSION – 7:00 PM

6. Call to Order

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

7. Invocation

Councilmember Magill let the invocation.

8. Pledge of Allegiance

City Council led the pledge of allegiance.

9. Presentation of Life Saving Award

Police Chief Ray Calverley presented the award to Officer Mills and Officer Orrick.

Chief Calverley stated the Narcan Program was established in 2022 and 6 lives have been saved this year.

10. Mayor's Report

- 3,532 votes were cast at City Hall during early voting. Tomorrow is election day and City Hall will be open from 7 a.m. – 7 p.m. to voters.
- Last week 4 businesses were welcomed to the community Chick-fil-A, Charley's, Kwik Kar, and Da Vape.
- The Senior Center is hosting Texas Winds Musical Outreach on Thursday, November 7, 2024, at 10 a.m. featuring a performance as tribute to veterans.
- Monday, November 11, 2024 Seagoville City Hall, Library and Senior Center will be closed in observance of Veterans Day.

11. Citizen's Comments

There were no speakers.

Consent Agenda

Councilmember Magill made a motion to approve the Consent Agenda items 12-13, seconded by Councilmember Howard. The motion passed unanimously (4/0).

12. Consider approving the City Council meeting minutes: October 21, 2024.**13. Consider a Resolution authorizing and ratifying execution by the Mayor of an easement in favor of Oncor Electric Delivery Company, LLC, regarding the construction, operation, and maintenance of electric delivery facilities for the City's Ard Road Pump Station.**

Resolution No. 2024-98

Regular Agenda**14. Discuss and consider granting the use of the City's logo to Todd Brisbon in connection with the skate park and for the limited purpose of the creation of a commemorative skateboard.**

This item was requested by Councilmember Magill. There were no questions or comments.

Councilmember Magill made a motion to approve agenda item 14, seconded by Councilmember Grimes. The motion passed unanimously (4/0).

15. Discuss and consider action to reject all bids and not awarding the contract for Project #BP-001 Ballfield Improvements for Bearden Park.

City Council requested additional information on the feasibility of this project. No action was taken.

16. Discuss and consider a Resolution approving an agreement for professional engineering services on a task order basis for assistance with the City's Storm Water Management Plan Permit with Halff Associates, Inc.; in an amount not to exceed seventy-four thousand two hundred dollars (\$74,200.00); and authorizing the City Manager to execute said agreement.

Director of Public Works Chris Ryan briefed City Council on the changes to the scope of work on the Storm Water Management Plan.

Councilmember Magill made a motion to approve agenda item 16, seconded by Councilmember Grimes. The motion passed unanimously (4/0).

Resolution No. 2024-99

- 17. Discuss and consider a Resolution authorizing Anderson Asphalt & Concrete Paving to provide asphalt road repair work on Malloy Bridge Road for compensation in an amount not to exceed six hundred ten thousand eight hundred sixty-eight dollars and zero cents (\$610,868.00); authorizing the City Manager to execute any and all necessary documents.**

Mr. Ryan explained the details of the project and stated traffic signs have been installed in anticipation of tonight's approval.

Mayor Pro Tem Epps made a motion to approve agenda item 17, seconded by Councilmember Grimes. The motion passed unanimously (4/0).

Resolution No. 2024-100

- 18. Discuss and consider a Resolution casting the City's one (1) vote for a member of Board of Directors of the Kaufman Central Appraisal District.**

City Secretary Sara Egan briefed City Council on the selection process.

Councilmember Howard made a motion to cast a vote for Don Griffin, seconded by Councilmember Magill. The motion passed unanimously (4/0).

Resolution No. 2024-101

- 19. Discuss and consider a Resolution casting up to five (5) votes for a member(s) of Board of Directors of the Dallas Central Appraisal District.**

Mayor Pro Tem Epps made a motion to cast a vote for Clyde Hairston, Beth Nunneley, Pauline Medrano, Brett Franks, and Carma Morgan; seconded by Councilmember Howard. The motion passed unanimously (4/0).

Resolution No. 2024-102

- 20. Items of community interest and councilmember reports.**

There were no reports.

- 21. Discuss future agenda items.**

There were no future agenda items.

- 22. Adjourn**

There being no further business before the City Council the meeting adjourned at 7:08 p.m.

APPROVED:

ATTEST:

 Lackey Stepper Sebastian, Mayor

 Sara Egan, City Secretary



TO: Mayor and City Council
FROM: Todd Gilcrease, Fire Chief
DATE: November 18, 2024
ITEM: 13
DESCRIPTION: Consider a Resolution authorizing the purchase from Siddons Martin Emergency Group of a Skeeter Polaris UTV, resulting in a net purchase price of fifty-three thousand three hundred dollars and zero cents (\$53,300.00) to be paid by the City; authorizing the City Manager to execute any and all necessary documents.

INTRODUCTION

The purpose of this item is to serve as a Side-by-Side vehicle with capabilities of Wildland Fire Attack and Emergency Medical Services.

BACKGROUND

This will replace the Fire Departments Golf Cart that currently has only EMS capabilities.

FINANCIAL IMPACT

\$53,300.00 as budgeted in FY2025.

ATTACHMENTS

1. Resolution
2. PO and Invoice

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEGOVILLE, TEXAS, AUTHORIZING THE PURCHASE FROM SIDDONS MARTIN EMERGENCY GROUP OF A SKEETER POLARIS UTV UTILIZING HOUSTON GALVESTON AREA COUNCIL (“HGAC”) COOPERATIVE PURCHASING CONTRACT FOR A PURCHASE PRICE NOT TO EXCEED FIFTY-THREE THOUSAND THREE HUNDRED DOLLARS (\$53,300.00); AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY FOR SAID TRANSACTION AND PURCHASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Administration has determined there is a need to purchase a Skeeter Polaris UTV for Fire Department use in preserving and protecting the public health and safety; and

WHEREAS, the City Administration has received a quote, through Houston Galveston Area Council (“HGAC”) cooperative purchasing contract from Siddons Martin Emergency Group for the Skeeter Polaris UTV, for a purchase price of \$53,300.00, said quote being attached hereto as Exhibit “A”; and

WHEREAS, the Council of the City of Seagoville finds it to be in the public interest and to serve the health, safety and general welfare of the citizens of the City to authorize the purchase of the Skeeter Polaris UTC;

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

SECTION 1. The City Council hereby authorizes the purchase of a Skeeter Polaris UTV, from Siddons Martin Emergency Group utilizing Houston Galveston Area Council (“HGAC”) cooperative purchasing contract, in accordance with the quote attached hereto and incorporated herein by this reference as Exhibit “A, for a purchase price not to exceed fifty three thousand three hundred dollars and zero cents (\$53,300.00) and further authorizes the City Manager to execute any documents necessary and purchase on behalf of the City.

SECTION 2. This resolution shall take effect immediately from and after its passage, and so it is accordingly resolved.

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the ____ day of _____, 2024.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

CHRIS METCALF, ASST. CITY ATTORNEY

EXHIBIT A

4892-6300-5175, v. 1

Siddons Martin Emergency Group, LLC
 3500 Shelby Lane
 Denton, TX 76207
 GDN P115891
 TXDOT MVD No. A115890



October 16, 2024

Todd Gilcrease, Fire Chief
 SEAGOVILLE FIRE DEPARTMENT
 1717 N HIGHWAY 175
 SEAGOVILLE, TX 75159

| APPROVED FOR PAYMENT | |
|-----------------------------------|--------------------|
| P.O. # FD 4585 | DATE 10/17/2024 |
| G.L. CODE 01-4004-30-00 | |
| AUTHORIZED SIGNATURE <i>TG</i> | |

Proposal For: 2024 Seagoville UTV

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to SEAGOVILLE FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB SEAGOVILLE FIRE DEPARTMENT and training on operation and use of the apparatus.

| Description | Amount |
|---|--------------------|
| Qty. 1 - 1697 - Skeeter Polaris UTV (Unit Price - \$52,300.00) Delivery within 11-12 months of order date QUOTE # - SMEG-0007853-4 | |
| Vehicle Price | \$52,300.00 |
| 1697 - UNIT TOTAL | \$52,300.00 |
| SUB TOTAL | \$52,300.00 |
| HGAC FS12-23 (SKEETER) | \$1,000.00 |
| TOTAL | \$53,300.00 |

Price guaranteed for 60 days

Additional: 'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.
 Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.'

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Brandon Cotten

I, Todo Gilcrease, the authorized representative of SEAGOVILLE FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Todo Gilcrease
Signature & Date



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: November 18, 2024
ITEM: 14
DESCRIPTION: Consider a Resolution authorizing the purchase of two (2) 2024 4x4 Ford F-150 crew cab trucks in a total purchase amount not to exceed one hundred thirteen thousand one hundred seven dollars and four cents \$113,107.04, from Rush Truck Center; authorizing the City Manager to execute any and all necessary documents.

INTRODUCTION

The purpose of this item is to provide the Water/Sewer Department new trucks for the superintendent and to replace a 2012 ford F150 on-call truck.

BACKGROUND

The Water/Sewer Department is requesting council's approval to purchase 2 new 2024 4x4 Ford F-150 crew cab trucks complete with all necessary emergency equipment and departmental graphics. This purchase is for the water/sewer on-call which was approved in the FY24 budget and the new superintendent position. The quote for the purchase of the 2023 4x4 Ford F-150 crew cab truck, is through Rush Truck Center on the Texas Local Government Purchasing Cooperative Buyboard.

FINANCIAL IMPACT

Approved FY2024-25 Budget

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Resolution
2. Proposal

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __-R-2023

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF TWO (2) 2024 4X4 FORD 150 CREW CAB TRUCKS IN A TOTAL PURCHASE AMOUNT NOT TO EXCEED ONE HUNDRED THIRTEEN THOUSAND ONE HUNDRED SEVEN DOLLARS AND FOUR CENTS (\$113,107.04) FROM RUSH TRUCK CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in the FY 2024 budget process, the City Council approved the purchase of a new truck, and funding for purchase of a second truck will be provided from the water/sewer vehicle replacement fund; and

WHEREAS, pricing for these two trucks has been obtained from Rush Truck Center through Buy Board in compliance with local and state procurement requirements; and

WHEREAS, the City Council desires to proceed with the purchase of (2) 2024 4X4 Ford F150 crew cab trucks for a total purchase amount not to \$113,107.04 and further to authorize the City Manager execute all documents necessary.

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

Section 1. The City Council hereby authorizes the purchase of two (2) 2024 4X4 Ford F150 crew cab trucks for a total purchase amount not to exceed One Hundred Thirteen Thousand One Hundred Seven Dollars and Four Cents (\$113,107.04) in accordance with the quote attached hereto and incorporated herein by reference as Exhibit “A”; and, further authorizes the City Manager to execute all necessary documents.

Section 2. This resolution shall take effect immediately from and after its passage.

PASSED AND ADOPTED by the City Council for the City of Seagoville at a meeting on the 18th day of November, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Chris Metcalf, Asst. City Attorney

EXHIBIT A
[quote from Rush Truck Center]

4890-7867-6983, v. 1

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

| | |
|--|---------------------------------|
| Vendor: RUSH TRUCK CENTER | Date Prepared: 11/4/2024 |
| Contact for Vendor: Mike Foley | Phone: 214-215-3536 |
| End User: City of Seagoville | |
| End User Contact: Chris Ryan | Phone/Fax: |
| Product Description: 2024 Ford F-150 crew cab 4X4 | |

| | | | | | | | | |
|---|----------------------------|-------------|--------------------------------|---------------------|-------------|--------------|--|--|
| A: Base Price in Bid/Proposal Number: 724-23 | | | Series: F-150 | | | \$34,846.00 | | |
| B: Published Options(<i>Itemize Below</i>) | | | | | | | | |
| | DESCRIPTION | AMOUNT | OPT # | DESCRIPTION | AMOUNT | | | |
| Ford | WIL | \$9,495.00 | RTC0051 | OEM Safety Alalysis | \$ 1,263.00 | | | |
| Ford | Ford Listed Option content | \$ 1,833.27 | RTC-0059 | Lot Insurance | \$1,096.00 | | | |
| | | | RTC-1060 | Floor Plan Interest | \$ 1,125.25 | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Subtotal Column 1: \$ 14,328.27 | | | Subtotal Column 2: \$ 3,484.25 | | | | | |
| Published Options added to Base Price(<i>Subtotal of "Col 1" & "Col 2"</i>) | | | | | | \$ 17,812.52 | | |

| | | | | | | | | |
|---|------------------------------------|--|--------------------|--|--|-------------|--|--|
| C: Subtotal of A + B | | | | | | \$52,658.52 | | |
| D: Non Published Options | | | | | | | | |
| | Amber and Blue light bar + strobes | | | | | | | |
| | | | | | | | | |
| Subtotal Column 1: | | | Subtotal Column 2: | | | | | |
| Unpublished Options added to Base price (<i>Subtotal "Col 1 + Col 2"</i>) | | | | | | \$3,695.00 | | |

| | | | | | | | | |
|--|--|--|--|--|--|--|--|--|
| E: Contract Price Adjustment (<i>If any, explain here</i>) | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

| | | | | | | | | |
|-------------------------|--|--|--|--|--|--------------|--|--|
| F: Total of C + D +/- E | | | | | | \$ 56,353.52 | | |
|-------------------------|--|--|--|--|--|--------------|--|--|

| | | | | | | | | |
|----------------------------|--|------|-----|--|---------------|--|--|--|
| G: Quantity ordered Units: | | 2.00 | x F | | \$ 112,707.04 | | | |
|----------------------------|--|------|-----|--|---------------|--|--|--|

| | | | | | | | | |
|--------------------------------|--|--|--|--|--|-----------|--|--|
| H: BUYBOARD Administrative Fee | | | | | | \$ 400.00 | | |
|--------------------------------|--|--|--|--|--|-----------|--|--|

| | | | | | | | | |
|---|--|--|--|--|--|--|--|--|
| I: Non-Equipment Charges & Credits (<i>I.e.: Ext. Warranty, Trade-In, Delivery, etc.</i>) | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

| | | | | | | | | |
|---|--|--|--|--|--|--------------|--|--|
| J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) | | | | | | \$113,107.04 | | |
|---|--|--|--|--|--|--------------|--|--|

Prepared for: Mr. Chris Ryan, Fleet, City of Seagoville

2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 470



Client Proposal

Prepared by:

MIKE FOLEY

Office: 214-215-3536

Email: foleym@rushenterprises.com

Date: 11/04/2024



Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd., Dallas, Texas, 752475816

Office: 214-631-2050

Prepared for: Mr. Chris Ryan

Fleet, City of Seagoville

Prepared by: MIKE FOLEY

11/04/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 470

Mr. Chris Ryan, Fleet, City of Seagoville

Re: Vehicle Proposal 11/04/2024

Dear Mr. Ryan,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

MIKE FOLEY

Municipal Sales Dir.

214-215-3536

foleym@rushenterprises.com

Prepared for: Mr. Chris Ryan

Fleet, City of Seagoville

Prepared by: MIKE FOLEY

11/04/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 470

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| Warranty | 4 |
| As Configured Vehicle | 5 |

Prepared for: Mr. Chris Ryan

Fleet, City of Seagoville

Prepared by: MIKE FOLEY

11/04/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 470

Warranty

Standard Warranty

Basic Warranty

Basic warranty

36 months/36,000 miles

Powertrain Warranty

Powertrain warranty

60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty

60 months/unlimited

Roadside Assistance Warranty

Roadside warranty

60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Chris Ryan

Fleet, City of Seagoville

Prepared by: MIKE FOLEY

11/04/2024



Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816

2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 470

As Configured Vehicle

| Code | Description |
|---------------------------|---|
| Base Vehicle | |
| W1L | Base Vehicle Price (W1L) |
| Packages | |
| 101A | <p>Equipment Group 101A Standard</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Transmission: Electronic 10-Speed Automatic - Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut. - Tires: 265/70R17 BSW A/T - Wheels: 17" Silver Steel - Radio: AM/FM SiriusXM w/360L - Includes 6 speakers and auxiliary audio input jack. - SYNC 4 w/Enhanced Voice Recognition - Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation. Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles). Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply. |
| Powertrain | |
| 995 | <p>Engine: 5.0L V8</p> <p><i>Includes auto start-stop technology.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - GVWR: 7,100 lbs Payload Package |
| 44G | <p>Transmission: Electronic 10-Speed Automatic</p> <p><i>Includes SelectShift with progressive range select and selectable drive modes: normal, ECO, sport, tow/haul, slippery, deep snow/sand and mud/rut.</i></p> |
| XL3 | Electronic Locking w/3.31 Axle Ratio |
| NONGV1 | GVWR: 7,100 lbs Payload Package |
| Wheels & Tires | |
| STDTR | Tires: 265/70R17 BSW A/T |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Chris Ryan

Fleet, City of Seagoville

Prepared by: MIKE FOLEY

11/04/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 470

As Configured Vehicle (cont'd)

| Code | Description |
|------------------------------|--|
| 64C | Wheels: 17" Silver Steel |
| Seats & Seat Trim | |
| A | Vinyl 40/20/40 Front Seat |
| Other Options | |
| 145WB | 145" Wheelbase |
| STDRD | Radio: AM/FM SiriusXM w/360L <i>Includes 6 speakers and auxiliary audio input jack.</i> <i>Includes:</i> <i>- SYNC 4 w/Enhanced Voice Recognition</i> <i>Includes 12" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual, conversational voice command recognition and connected navigation. Note: Navigation services require SYNC4 and FordPass Connect (optional on select vehicles). Eligible vehicles receive a complimentary 1-year trial of navigation services that begins on the new vehicle warranty start date. Customers must unlock the navigation service trial by activating the eligible vehicle with a FordPass member account. If not subscribed by the end of the complimentary period, the connected navigation service will terminate, and the system will revert to embedded offline navigation. Connected service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. FordPass App, compatible with select smartphone platforms, is available via a download. Message and data rates may apply.</i> |
| 18B | Black Platform Running Boards |
| 153 | Front License Plate Bracket <i>Standard in states where required by law, optional to all others.</i> |
| 96W | Tough Bed Spray-In Bedliner Ford accessory. |
| PAINT | Monotone Paint Application |
| Fleet Options | |
| 413 | Skid Plates Requires valid FIN code. <i>Includes fuel tank, transfer case and front differential.</i> |
| WARANT | Fleet Customer Powertrain Limited Warranty Requires valid FIN code. |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Chris Ryan

Fleet, City of Seagoville

Prepared by: MIKE FOLEY

11/04/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2024 F-150 4x4 SuperCrew Cab 5.5' box 145" WB XL (W1L)

Price Level: 470

As Configured Vehicle (cont'd)

| Code | Description |
|-----------------------|---|
| Emissions | <p><i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i></p> |
| 425 | 50 State Emissions System |
| Exterior Color | |
| YZ_01 | Oxford White |
| Interior Color | |
| AS_02 | Black w/Medium Dark Slate w/Vinyl 40/20/40 Front Seat |
| Upfit Options | |
| 1548555 | amber & blue 52' ECCO lightbar with 4 amber & blue corner strobes |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: November 18, 2024
ITEM: 15
DESCRIPTION: Consider a Resolution authorizing the purchase of a 2024 4x4 Ford F-250 crew cab truck in a total purchase amount not to exceed seventy-six thousand five hundred seventy-eight dollars and forty cents (\$76,578.40), from Rush Truck Center; authorizing the City Manager to execute any and all necessary documents.

INTRODUCTION

The purpose of this item is to provide the Street Department with a new truck.

BACKGROUND

The Street Department is requesting council's approval to purchase of a new 2024 4x4 Ford F-250 crew cab truck complete with all necessary emergency equipment and departmental graphics. This purchase is for the street department which was approved in the FY24 budget. The quote for the purchase of the 2024 4x4 Ford F-250 crew cab truck, is through Rush Truck Center on the Texas Local Government Purchasing Cooperative Buyboard.

FINANCIAL IMPACT

Approved FY2024-25 Budget

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Resolution
2. Proposal

THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. __

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF A 2024 4X4 FORD 250 CREW CAB TRUCK IN A TOTAL PURCHASE AMOUNT NOT TO EXCEED SEVENTY SIX THOUSAND FIVE HUNDRED SEVENTY EIGHT DOLLARS AND FORTY CENTS (\$76,578.40) FROM RUSH TRUCK CENTER; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, in the FY 2024 budget process, the City Council approved the purchase of a new truck for the streets department; and

WHEREAS, pricing for this truck has been obtained from Rush Truck Center through Buy Board in compliance with local and state procurement requirements; and

WHEREAS, the City Council desires to proceed with the purchase of a 2024 4X4 Ford F250 crew cab truck for a total purchase amount not to \$76,578.40 and further to authorize the City Manager execute all documents necessary.

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

Section 1. The City Council hereby authorizes the purchase of a 2024 4X4 Ford F250 crew cab truck for a total purchase amount not to exceed Seventy Six Thousand Five Hundred Seventy Eight Dollars and Forty Cents (\$76,578.40) utilizing BuyBoard and in accordance with the quote attached hereto and incorporated herein by this reference as Exhibit “A;” and, further authorizes the City Manager execute all necessary documents.

Section 2. This resolution shall take effect immediately from and after its passage.

PASSED AND ADOPTED by the City Council for the City of Seagoville at a meeting on the 18th day of November, 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Chris Metcalf, Asst. City Attorney

EXHIBIT A
[Quote from Rush Truck Center]

4857-4505-7271, v. 1

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE BUYBOARD

Vendor RUSH TRUCK CENTER Date Prepared 11/4/2024
 Contact for Vendor: Mike Foley Phone 214-215-3536
 End User: City of Seagoville
 End User Contact: Chris Ryan Phone/Fax _____
 Product Description: 2024 Ford F-250 crew cab diesel 4X4

| | | | | | |
|---|----------------------------|-------------|--------------------------------|---------------------|--------------|
| A: Base Price in Bid/Proposal Number: <u>724-23</u> | | | Series: <u>F-250</u> | | \$39,760.00 |
| B: Published Options(<i>Itemize Below</i>) | | | | | |
| | DESCRIPTION | AMOUNT | OPT # | DESCRIPTION | AMOUNT |
| Ford | W2B crew cab 4X4 | \$9,495.00 | RTC0051 | OEM Safety Alalysis | \$ 1,263.00 |
| Ford | Ford Listed Option content | \$19,744.15 | RTC-0059 | Lot Insurance | \$1,096.00 |
| | | | RTC-1060 | Floor Plan Interest | \$ 1,125.25 |
| | | | | | |
| | | | | | |
| | | | | | |
| Subtotal Column 1: \$ 29,239.15 | | | Subtotal Column 2: \$ 3,484.25 | | |
| Published Options added to Base Price(<i>Subtotal of "Col 1" & "Col 2"</i>) | | | | | \$ 32,723.40 |

| | | | | | |
|------------------------------------|--|--|--------------------|--|-------------|
| C: Subtotal of A + B | | | | | \$72,483.40 |
| D: Non Published Options | | | | | |
| Amber and Blue light bar + strobes | | | | | |
| | | | | | |
| | | | | | |
| Subtotal Column 1: | | | Subtotal Column 2: | | |

Unpublished Options added to Base price (*Subtotal "Col 1 + Col 2"*) \$3,695.00

E: Contract Price Adjustment (*If any, explain here*)

F: Total of C + D +/- E \$ 76,178.40

G: Quantity ordered Units: _____ x F \$ 76,178.40

H: BUYBOARD Administrative Fee \$ 400.00

I: Non-Equipment Charges & Credits (*I.e.: Ext. Warranty, Trade-In, Delivery, etc.*)

J: TOTAL PURCHASE PRICE INCLUDING (G+H+I) \$76,578.40

Prepared for: Mr. Chris Ryan, Fleet, City of Seagoville

2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 435



Client Proposal

Prepared by:

MIKE FOLEY

Office: 214-215-3536

Email: foleym@rushenterprises.com

Quote ID: 11042024-6

Date: 11/04/2024



Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd., Dallas, Texas, 752475816

Office: 214-631-2050

Prepared for: Mr. Chris Ryan

Fleet, City of Seagoville

Prepared by: MIKE FOLEY

11/04/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 435 | Quote ID: 11042024-6

Mr. Chris Ryan, Fleet, City of Seagoville

Re: Quote ID 11042024-6 11/04/2024

Dear Mr. Ryan,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

MIKE FOLEY

Municipal Sales Dir.

214-215-3536

foleym@rushenterprises.com

Prepared for: Mr. Chris Ryan

Fleet, City of Seagoville

Prepared by: MIKE FOLEY

11/04/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 435 | Quote ID: 11042024-6

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Prepared for: Mr. Chris Ryan

Fleet, City of Seagoville

Prepared by: MIKE FOLEY

11/04/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 435 | Quote ID: 11042024-6

Warranty

Standard Warranty

Basic Warranty

Basic warranty

36 months/36,000 miles

Powertrain Warranty

Powertrain warranty

60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty

60 months/unlimited

Roadside Assistance Warranty

Roadside warranty

60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Chris Ryan

Fleet, City of Seagoville

Prepared by: MIKE FOLEY

11/04/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 435 | Quote ID: 11042024-6

As Configured Vehicle

| Code | Description |
|------------------------------|--|
| Base Vehicle | |
| W2B | Base Vehicle Price (W2B) |
| Packages | |
| 600A | <p>Order Code 600A</p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Wheels: 17" Argent Painted Steel Includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 6 speakers. - SYNC 4 Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual. |
| Powertrain | |
| 99T | <p>Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20</p> <p><i>Includes manual push-button engine-exhaust braking, Operator Commanded Regeneration (OCR) and intelligent oil-life monitor.</i></p> <p><i>Includes:</i></p> <ul style="list-style-type: none"> - Dual 68 AH/65 AGM Batteries - 34 Gallon Fuel Tank |
| 44G | <p>Transmission: TorqShift 10-Speed Automatic</p> <p><i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i></p> |
| X3H | Electronic-Locking w/3.31 Axle Ratio |
| 68U | F-250 >10K GVWR Package |
| Wheels & Tires | |
| TBM | <p>Tires: LT245/75Rx17E BSW A/T</p> <p><i>Spare may not be the same as road tire.</i></p> |
| 64A | <p>Wheels: 17" Argent Painted Steel</p> <p><i>Includes painted hub covers/center ornaments.</i></p> |
| Seats & Seat Trim | |
| A | <p>HD Vinyl 40/20/40 Split Bench Seat</p> <p><i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i></p> |

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Prepared for: Mr. Chris Ryan

Fleet, City of Seagoville

Prepared by: MIKE FOLEY

11/04/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 435 | Quote ID: 11042024-6

As Configured Vehicle (cont'd)

| Code | Description |
|----------------------|--|
| Other Options | |
| 176WB | 176" Wheelbase |
| PAINT | Monotone Paint Application |
| STDRD | Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers.</i> |
| | <i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i> |
| 96V | XL Chrome Package <i>Includes 4 pickup box tie-down plates.</i> |
| | <i>Includes:</i> - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Chrome Rear Step Bumper - Halogen Fog Lamps |
| 17X | FX4 Off-Road Package <i>Includes:</i> - Hill Descent Control - Off-Road Specifically Tuned Shock Absorbers <i>Includes front/rear.</i> - Transfer Case & Fuel Tank Skid Plates - Unique FX4 Off-Road Box Decal |
| 67H | Heavy-Service Front Suspension Package <i>Includes heavy-service front springs (1 up upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment). Recommended only on vehicles which will permanently utilize aftermarket equipment such as heavy-duty winches, brush guards or other apparatus which loads the front axle to the specified Gross Axle Weight Rating (GAWR). Note 1: Vehicle ride height will increase with the addition of this package. Note 2: May result in deterioration of ride quality when vehicle is not equipped with front end utility attachment.</i> |
| 41H | Engine Block Heater <i>Includes grille cover.</i> |
| 86M | Dual 68 AH/65 AGM Batteries |
| 67B | 410 Amp Dual Alternators <i>Includes 250 Amp + 160 Amp.</i> |
| 53W | 5th Wheel/Gooseneck Hitch Prep Package |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Chris Ryan

Fleet, City of Seagoville

Prepared by: MIKE FOLEY

11/04/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 435 | Quote ID: 11042024-6

As Configured Vehicle (cont'd)

| Code | Description |
|-----------------------|--|
| 18B | <p><i>Includes 5 pickup bed attachment points with plugs, 1 frame under-bed cross member and 1 integrated 7-pin connector on driver's side pickup bed wall. 5th wheel hitch compatibility: the 5th Wheel/Gooseneck Prep Package (53W) is compatible with the factory orderable 5th Wheel Hitch Kits (15K and 15L) and dealer-installed Ford accessories 5th Wheel Hitch Kit by Reese - part #BC3Z-19D520-A (8ft box only). The prep package is also compatible with Reese Signature Series 5th wheel hitch kits updated with a new Leg Service Kit - part #BC3Z-A00A25-A (8ft box only). The 5th Wheel Hitch Kit (15K), 5th Wheel Hitch Kit (15L) and dealer-installed Ford accessories 5th Wheel Hitch Kit by Reese - part #BC3Z-19D520-A is not released to the short box (6.75ft box). Note: the short pickup box provides less clearance between the cab and 5th wheel trailer compared to long box pickups. The receiver centerline of the hitch should be mounted at least 2" forward from the rear-axle of the truck chassis. When selecting a trailer and tow vehicle, it's critical that this combination provide clearance between the cab and tow vehicle for turns up to and including 90 degrees. Failure to follow this recommendation could result in the trailer contacting the cab of the tow vehicle during tight turns. Gooseneck hitch compatibility: the 5th Wheel/Gooseneck Prep Package (53W) is compatible only with the factory orderable Gooseneck Hitch Kit (15J) or dealer-installed Ford customer accessories Gooseneck Hitch by Reese - part #BC3Z-19F503-A (8ft box and 6.75 ft box).</i></p> |
| 85S | <p>Platform Running Boards</p> <p>Tough Bed Spray-In Bedliner</p> <p><i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i></p> |
| 43C | <p>120V/400W Outlet</p> <p><i>Includes 1 in-dash mounted outlet.</i></p> |
| 66S | <p>Upfitter Switches (6)</p> <p><i>Located in overhead console.</i></p> |
| 76C | <p>Exterior Backup Alarm (Pre-Installed)</p> |
| Fleet Options | |
| WARANT | <p>Fleet Customer Powertrain Limited Warranty</p> <p>Requires valid FIN code.</p> <p><i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i></p> |
| Emissions | |
| 425 | <p>50-State Emissions System</p> |
| Exterior Color | |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Mr. Chris Ryan

Fleet, City of Seagoville

Prepared by: MIKE FOLEY

11/04/2024

Rush Medium Duty Truck Center, Dallas | 4000 Irving Blvd. Dallas Texas | 752475816



2024 F-250 4x4 SD Crew Cab 8' box 176" WB SRW XL (W2B)

Price Level: 435 | Quote ID: 11042024-6

As Configured Vehicle (cont'd)

| Code | Description |
|-----------------------|---|
| Z1_01 | Oxford White |
| Interior Color | |
| AS_03 | Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat |
| Upfit Options | |
| 1548555 | amber & blue 52' ECCO lightbar with 4 amber & blue corner strobes |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: November 18, 2024

ITEM: 16

DESCRIPTION: Conduct a public hearing and consider an Ordinance amending the Code of Ordinances, as amended, by amending Title II: "Buildings; Development; Zoning", Chapter 25 "Zoning", Article 25.02, "Zoning Ordinance", (1) At Division 37 "Definitions," Section 25.02.801, "Certain Words Defined," by adding a definition for "Data Center;" and (2) at Division 18 "LM Light Manufacturing District Regulations" by amending Section 25.02.421 to allow Data Center Use; providing for penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

INTRODUCTION

Consider an amendment to the Seagoville zoning ordinance which would create a new definition for a Data Center.

BACKGROUND

Due to recent development inquiries on the prospect of a Data Center, the City's legal staff has recommended the following definition for a Data Center be adopted.

Data Center: "Data center means one or more buildings or structures housing networked computers and/or data and transaction processing equipment and related infrastructure support equipment, including, without limitation, power and colling equipment. By way of example, and not limitation, a data center may be used to provide data and transaction processing services, outsource information technology services and/or computer equipment colocation services. A data center may also include buildings or structures that support the operation of the data center including but not limited to substations, office uses, logistics, independent network buildings, and buildings for support staff."

This land use would be permitted within the Light Manufacturing and Planned Development Zoning Districts. A legal notice calling for the public hearing was published on Friday, October 4th, 2024.

RECOMMENDATION

On October 22, 2024, in a vote of 5/0, The Planning and Zoning Commission recommended approval of the request to the City Council. City Staff recommends approval of the request. No letters of written opposition were received for this agenda item.

ATTACHMENTS

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING THE SEAGOVILLE CODE OF ORDINANCES, AS AMENDED, BY AMENDING TITLE II: “BUILDINGS; DEVELOPMENT; ZONING”, CHAPTER 25 “ZONING”, ARTICLE 25.02, “ZONING ORDINANCE”, (1) AT DIVISION 37 “DEFINITIONS,” SECTION 25.02.801, “CERTAIN WORDS DEFINED,” BY ADDING A DEFINITION FOR “DATA CENTER;” AND (2) AT DIVISION 18 “LM LIGHT MANUFACTURING DISTRICT REGULATIONS” BY AMENDING SECTION 25.02.421 TO ALLOW DATA CENTER USE; PROVIDING A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Commission and the governing body of the City of Seagoville, Texas, in compliance with the laws of the State of Texas and the Ordinances of the City of Seagoville, Texas, have given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all persons interested and in the exercise of its legislative discretion, the City Council has concluded that the Code of Ordinances of the City of Seagoville, Texas, as previously amended, should be further amended as set forth below.

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

SECTION 1. The City of Seagoville Code of Ordinances, as amended, is amended by amending Title II: “Buildings; Development; Zoning”, Chapter 25 “Zoning”, Article 25.02 “Zoning Ordinance”, Division 37 “Definitions,” by amending section 25.02.801 “Certain words defined,” by adding a definition for “Data center,” to appear alphabetically in the listing of definitions provided in that section and to read, in its entirety as follows:

“§ 25.02.801 Certain words defined

...

Data center means one or more buildings or structures housing networked computers and/or data and transaction processing equipment and related infrastructure support equipment, including, without limitation, power and cooling equipment. By way of example, and not limitation, a data center may be used to provide data and transaction processing services, outsource information technology services and/or computer equipment colocation services. A data center may also include buildings or structures that support the operation of the data center including but not limited to substations, office uses, logistics, independent network buildings, and buildings for support staff.

...”

SECTION 2. The City of Seagoville Code of Ordinances, as amended, is amended by amending Title II: “Buildings; Development; Zoning,” Chapter 25 “Zoning”, Article 25.02 “Zoning Ordinance”, Division 18 “LM Light Manufacturing District Regulations” by amending section 25.02.421 “Use regulations,” by adding “Data center” to the alphabetical list of allowed uses.

SECTION 3. In the event of an irreconcilable conflict between the provisions of another previously adopted ordinance of the City of Seagoville and the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 4. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, 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 Seagoville Code of Ordinances, as amended hereby, which shall remain in full force and effect.

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

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 Seagoville Code of Ordinances, as amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000) for each offense, and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 7. This ordinance shall take effect immediately from and after its passage and publication in accordance with its provisions of the Charter of the City of Seagoville, and it is accordingly so ordained.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, ON THIS THE _____ DAY OF _____, 2024.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

APPROVED AS TO FORM:

ATTEST:

Chris Metcalf, Asst. City Attorney
4862-4064-0759, v. 1

Sara Egan, City Secretary



TO: Mayor and City Council

FROM: Bill Medina, Director of Community Development

DATE: November 18, 2024

ITEM: 17

DESCRIPTION: Conduct a public hearing and consider an Ordinance amending the comprehensive zoning ordinance and map of the City of Seagoville, by granting a change in zoning for approximately 138.004 acre tract of land situated in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas, and being more commonly known as 1900 East Farmers Road From Agricultural (AG) to Planned Development with a base zoning of Light Manufacturing and to allow Data Center Use (PD No. 06-2024); providing for development regulations; providing for the approval of concept plans; providing a penalty of fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

INTRODUCTION

Consider approving a Planned Development Zoning District (PD) at 1900 E Farmers Road to allow for a data center and related/accessory uses.

BACKGROUND

The subject property is located at 1900 E Farmers. The proposed planned development (PD) consists of four buildings being 157,40SF in size across 138 acres. The proposed PD would have a base zoning of Light Manufacturing, but only permit a data center and supporting uses. The following uses would be permitted:

Primary Use – Data center, as defined in the Code of Ordinances or, if not so defined, to be defined as one or more buildings or structures housing networked computers and/or data and transaction processing equipment and related infrastructure support equipment, including, without limitation, power and cooling equipment. By way of example, and not limitation, a data center may be used to provide data and transaction processing services, outsource information technology services and/or computer equipment colocation services. A data center may include buildings or structures that support the operation of the data center including but not limited to substations, office uses, logistics, independent network buildings, and buildings for support staff.

Accessory Uses, permitted by right only as uses accessory or incidental to a Data Center use:

- Electric Substation and Switching Station infrastructure
- Transmission Line infrastructure
- Warehousing and storage uses



- Antenna, Microwave tower or commercial. Any and all such antennae or towers must be roof-mounted and specific for connectivity to the infrastructure of a Data Center use. Such antennae or towers may not be leased to third parties.
- Accessory building, larger than 650 square feet;
- Accessory building, not part of main building;
- Security guardhouse;
- Private utility, other than listed;
- Public utility shop or storage (Other than Municipally Operated);
- Backup generators, including on-site Natural Gas Power Plant which is defined as a facility located directly on the property, designed to convert natural gas into electrical power through a gas turbine with power from the plant to be used as a primary source of power and a back-up source of power, replacing louder diesel generators, and with the natural gas supply to come from a direct connection to a thirty (30") inch Atmos natural gas pipeline located approximately four thousand (4,000') feet east of the site;
- Power Centers;
- Cooling towers;
- Fuel storage tanks;
- Temporary utility service;
- Water holding tanks;
- Water treatment facilities, defined as onsite facilities to treat water used for cooling and other operational purposes, with water re-use promoting sustainability by decreasing water consumption, said facility to include included (1) filtration to remove contaminants and impurities using filters like sand, screen, and disc filters, (2) additives for corrosion inhibition and biocides to prevent scaling, corrosion and microbiological growth, and (3) a 24 hours a day/7 days a week monitoring system;
- Any uses accessory or incidental to a primary permitted use. The gross floor area for accessory uses shall not exceed that of the associated primary permitted use structure(s); and
- Temporary uses, including Concrete Batching Plant, are permitted during construction and development of the Property prior to the acceptance of public improvements by the City Manager or his designee, and are limited to a time period commencing 90 days prior to the commencement of the construction and ending 90 days after completion of construction.

All development shall conform with the proposed concept plan. The perimeter of the site adjacent to the right of way shall be completed with improved landscaping standards top include a 40' landscape buffer with a 4' tall berm and fencing similar to wrought iron.

Upon receiving comments from Seagoville property owners, City Staff collected data on the noise levels of a nearby data center. The data center utilized as a test subject was located near the intersection of Loop 9 and Houston School Road. An American Recorder Technologies, SPL-8810 Decibel reader was borrowed from the Seagoville police department to take accurate noise level readings of the studied data



center. The purpose of this study was to identify any harmful or obtrusive noise levels associated with data center operations.

A total of 12 decibel data points were collected at various locations near and around the subject data center. The range of the data points collected was between 31 and 45 decibels, with a median value of 36.4 decibels. Based on this data and Staff's analysis, no harmful noise levels were emitting from the existing data center. For reference, State law allows a citation to be issued for exceeding decibels of 87 or greater. While collecting these data points, several instances of ambient sound such as automobiles, birds, and airplanes caused the decibel readings to spike in levels.

All property owners within 200' of the subject property were notified of this public hearing and of the proposed zoning amendment. Additionally, a legal notice calling for the public hearing was published on Friday, October 4th, 2024. City Staff received two letters of opposition and one letter in favor of the zoning request; a total of six letters of written opposition or an area being a total of 433,080sf property ownership would have been required to trigger a super majority approval by the City Council. A total of 27 property owners were notified via written letters.

FINANCIAL IMPACT

N/A

RECOMMENDATION

On October 22, 2024, with a 5/0 vote, The Planning and Zoning Commission recommended approval of the request. City Staff recommends approval of the request.

ATTACHMENTS

1. Aerial Image
2. Ordinance
3. Application
4. Decibel Test



AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND MAP OF THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING FOR AN APPROXIMATELY 138.004 ACRE TRACT OF LAND SITUATED IN THE HERMAN HEIDER SURVEY, ABSTRACT NO. 541, DALLAS COUNTY, TEXAS, AND BEING MORE COMMONLY KNOWN AS 1900 EAST FARMERS ROAD FROM AGRICULTURAL (AG) TO PLANNED DEVELOPMENT WITH A BASE ZONING OF LIGHT MANUFACTURING AND TO ALLOW DATA CENTER USE (PD- 06-2024); PROVIDING FOR DEVELOPMENT REGULATIONS; PROVIDING FOR THE APPROVAL OF CONCEPT PLANS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Planning and Zoning Commission and the governing body of the City of Seagoville, Texas, in compliance with the laws of the State of Texas, and pursuant to the Comprehensive Zoning Ordinance of the City of Seagoville, have given requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally, and to all persons interested and situated in the affected area and in the vicinity thereof, the said governing body is of the opinion that the requested change in zoning should be approved, and in the exercise of legislative discretion have concluded that the Comprehensive Zoning Ordinance and Map should be amended.

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

SECTION 1. The Comprehensive Zoning Ordinance, Map and Comprehensive Plan of the City of Seagoville, Texas, duly passed by the governing body of the City of Seagoville, Texas, as heretofore amended, be and the same is hereby amended by granting a change in zoning for an approximately 138.004 acre tract of land situated in the Herman Heider Survey, Abstract No. 541, Dallas County, Texas as more particularly described and depicted on Exhibit “A” attached hereto and incorporated herein by this reference and being commonly known as 1900 E. Farmers Road (the “Property”) from Agricultural (AG) to Planned Development with a base zoning of Light Manufacturing to allow Data Center Use (PD-06-2024).

SECTION 2. The property shall be developed, used and maintained in accordance with the City of Seagoville ordinances, construction standards, and regulations, including the Zoning Ordinance and Construction Standards for Local Retail (LR) base zoning except as amended by the following Development Regulations, which are hereby approved and which shall apply to the Property:

1. Base Zoning – Light Manufacturing

Unless otherwise stated herein, the Property shall develop in accordance with the Light Manufacturing (LM) District standards as outlined in the Zoning Ordinance, Article 2, Chapter 25 in the Code of Ordinances of the City of Seagoville

2. Permitted Uses. The following are the only uses allowed:

- a. Primary Use – Data center as defined in the Code of Ordinances or, if not so defined, to be defined as one or more buildings or structures housing networked computers and/or data and transaction processing equipment and related infrastructure support equipment, including, without limitation, power and cooling equipment. By way of example, and not limitation, a data center may be used to provide data and transaction processing services, outsource information technology services and/or computer equipment colocation services. A data center may include buildings or structures that support the operation of the data center including but not limited to substations, office uses, logistics, independent network buildings, and buildings for support staff.
- b. Accessory Uses, permitted by right only as uses accessory or incidental to a Data Center use:
 - Electric Substation and Switching Station infrastructure
 - Transmission Line infrastructure
 - Warehousing and storage uses
 - Antenna, Microwave tower or commercial. Any and all such antennae or towers must be roof-mounted and specific for connectivity to the infrastructure of a Data Center use. Such antennae or towers may not be leased to third parties.
 - Accessory building, larger than 650 square feet;
 - Accessory building, not part of main building;
 - Security guardhouse;
 - Private utility, other than listed;
 - Public utility shop or storage (Other than Municipally Operated);
 - Backup generators, including on-site Natural Gas Power Plant which is defined as a facility located directly on the property,

designed to convert natural gas into electrical power through a gas turbine with power from the plant to be used as a primary source of power and a back-up source of power, replacing louder diesel generators, and with the natural gas supply to come from a direct connection to a thirty (30”) inch Atmos natural gas pipeline located approximately four thousand (4,000’) feet east of the site;

- Power Centers;
- Cooling towers;
- Fuel storage tanks;
- Temporary utility service;
- Water holding tanks;
- Water treatment facilities, defined as onsite facilities to treat water used for cooling and other operational purposes, with water re-use promoting sustainability by decreasing water consumption, said facility to include included (1) filtration to remove contaminants and impurities using filters like sand, screen, and disc filters, (2) additives for corrosion inhibition and biocides to prevent scaling, corrosion and microbiological growth, and (3) a 24 hours a day/7 days a week monitoring system;
- Any uses accessory or incidental to a primary permitted use. The gross floor area for accessory uses shall not exceed that of the associated primary permitted use structure(s); and
- Temporary uses, including Concrete Batching Plant, are permitted during construction and development of the Property prior to the acceptance of public improvements by the City Manager or his designee, and are limited to a time period commencing 90 days prior to the commencement of the construction and ending 90 days after completion of construction.

3. Concept Plan and Development Plan.

a. For a data center use, use and development of the property shall be generally in compliance with the approved Concept Plans, attached as collective Exhibit B.

b. Any development plan submitted for approval must be consistent with and must conform to the data presented and approved in the Concept Plans, with exception to the following allowances:

i. The arrangement and placement of the following may be

reconfigured and relocated at the time of any or all of the development plan approvals:

- A. Parking areas and access points;
- B. Electrical substations, switching stations, and any utilities;
and
- C. Storm water and detention ponds.

ii. The reconfiguration and relocation of the placement and/or arrangement of any of the items listed above, whether constituting a substantial alteration or not, shall be considered a minor amendment to the Concept Plan, as discussed in Chapter 25 of the Zoning Ordinance. Such minor amendments may be processed and approved by the Administrative Official.

iii. A development plan must be submitted for approval within five (5) years from the approval of the Concept Plan.

iv. If construction on the development is not started within seven (7) years from the date of establishment of this Planned Development district, the Commission and City Council may review the Concept Plan to ensure its continued validity.

4. Specific Development Regulations.

a. Calculation of Applicable Standards: Land within this zoning district, regardless of how it might be platted, shall be considered one lot for purposes of applying and calculating the applicable development regulations.

b. Parking and Loading: Except as provided herein, parking and loading must be as provided in Article 4 of Chapter 17.

i. For office or data center uses, minimum required parking is 1 space per 10,000 square feet of gross floor area. Additional parking may be required depending upon expected number of full-time employees, subject to review and approval by City staff.

ii. For office or data center uses, minimum required loading is 1 space per 100,000 square feet of gross floor area.

c. Lot Coverage: Maximum total lot coverage percentage is 70%. Switching stations, substations, electrical facilities, and other utility structures shall not be included in the calculation of total lot coverage.

d. Landscaping and Screening: Except as provided herein, landscaping and screening must be as provided in Division 21 of Chapter 25.

i. The City Council may approve a request by an applicant for an alternative landscape plan that does not meet the requirements, but meets the spirit and intent, of Sections 02.504 and 02.505 of Chapter 25.

ii. A minimum of fifteen percent (15%) of the total open space area must be landscaped with trees, shrubs, and ground vegetation, including grass. There is no minimum required amount or percentage of landscaping that must be located within the front yard.

iii. In parking lots, no minimum amount of landscaping or curbed island areas are required.

iv. Required screening and/or perimeter fences shall be as shown on the Concept Plan and must consist of:

A. Black metal, wrought iron similar to Ameristar TransPort Traverse or equal, plantings, vegetation, berms, ; and

B. A minimum of six (6) feet in height, but no greater than ten (10) feet in height.

v. Landscaping and irrigation plans shall be submitted with the engineering plans included in the final plat application.

g. Height: Maximum building height is 100 feet. The following may project a maximum of 40 feet above the maximum building height:

i. Cooling towers;

ii. Roof gables;

iii. Chimneys;

iv. Vent stacks;

v. Elevator penthouses or bulkheads;

- vi. Roof-mounted equipment;
- vii. Tanks designed to hold liquids;
- viii. Skylights;
- ix. Visual screens that surround roof-mounted equipment;
- x. Lighting protection equipment;
- xi. Antennae, cell towers, or other communication equipment; and
- xii. Parapet wall.

h. Mechanical Equipment Screening.

i. All rooftop mechanical elements shall be screened.

ii. Equipment yards containing generators and mechanical equipment will be screened with a minimum six (6) foot tall fence of block wall, metal panel, or 100% opaque wrought-iron security construction.

i. Lighting: Site lighting shall be shielded and directed downward and internally to avoid glare on public streets and adjacent properties. A photometric plan shall be required during the development plan submittal.

5. Building Facades and Materials.

For a data center use, building facades and materials shall be provided as generally shown in the elevations approved with and attached to this Planned Development ordinance, subject to the following requirements:

6. Noise.

a. For a data center use, a continuous operational noise limit of 65 dBA, as measured from the boundary of the Property, shall be allowed. This standard may be exceeded only during construction and when emergency generators are in use or are undergoing maintenance and testing. Operations in compliance with this section shall be deemed to be in compliance with Section 13.03 of the Code of Ordinances.

b. All generators will be equipped with sound attenuated enclosures.

SECTION 3. The Property shall be developed and used only in accordance with the concept plan attached as collective Exhibit “B” which is incorporated herein for all purposes, and which is hereby approved.

SECTION 4. The Property shall be used and developed only in accordance with the elevations attached as collective Exhibit “C” which are incorporated herein for all purposes and which are hereby approved.

SECTION 5. 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 not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 7. An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed and the former law is continued in effect for this purpose.

SECTION 8. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Seagoville, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 9. That this ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law and charter in such cases provide.

DULY PASSED by the City Council of the City of Seagoville, Texas, this the ____ day of _____, 2024.

APPROVED:

LACKEY STEPPER SEBASTIAN, MAYOR

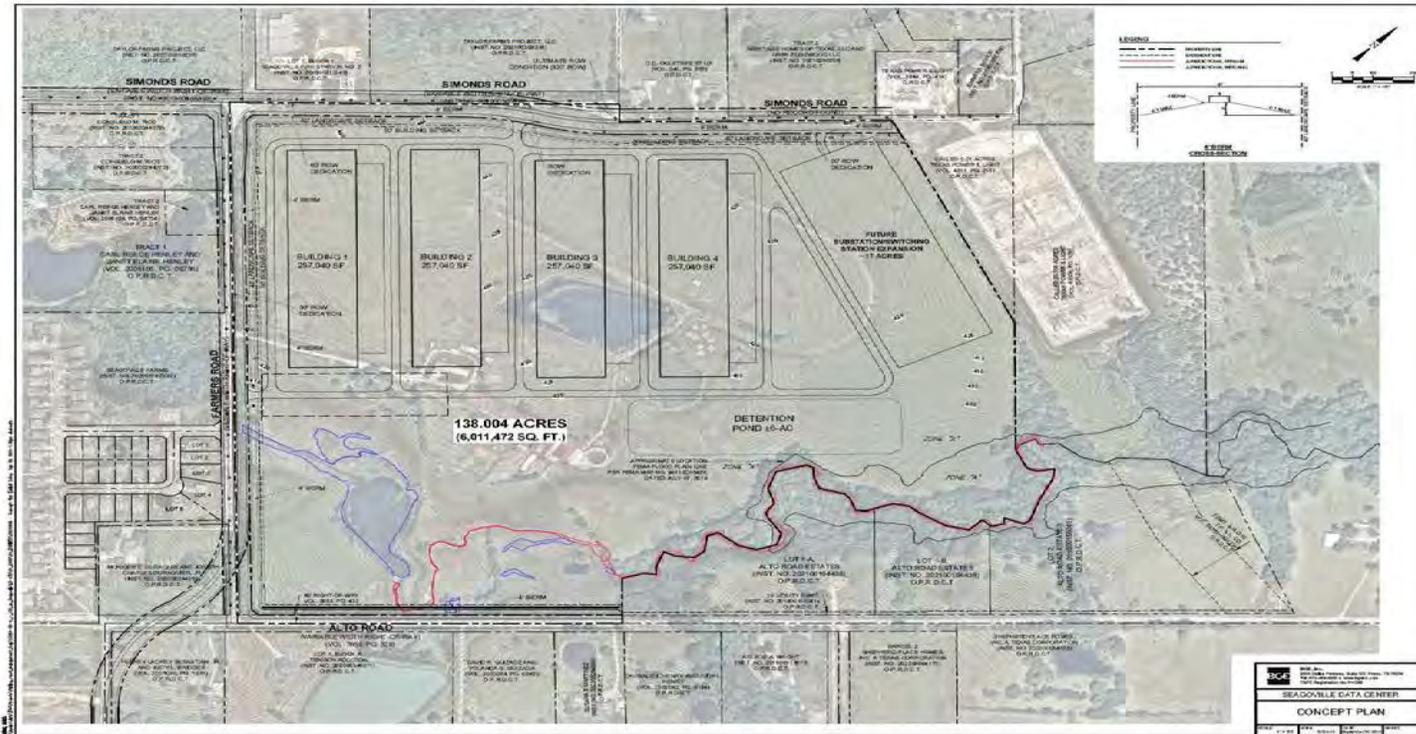
ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

CHRISTOPHER METCALF, ASST. CITY ATTORNEY

Exhibit "B" Concept Plans



Design Renderings



* All renderings shown in this presentation are subject to change

Design Renderings





ZONING APPLICATION

City of Seagoville, Texas

ANTICIPATED MEETING DATES: P&Z: TBD City Council: TBD
DATE OF PRE-APPLICATION CONFERENCE WITH CITY REPS & PLANNER (required): Thurs, Sept 26, 2024

Application Type:

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

Name of Subdivision or Project: Seagoville Data Center Campus

Physical Location of Property: Seagoville Rd & Simonds Rd; Farmers Rd & Simonds Rd

(General Location – approximate distance to nearest existing street corner)

Brief Legal Description of Property (must also attach accurate Surveyor's metes and bounds description):
Herman Heider Abst 541 Pg 425 Tr 26.1 Acs 230.694 Less Row; Herman Heider Abst 541 Pg 425 Tr 5 Acs 131.99

(Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block)

Acres: 374 Existing Zoning: PD/AG Requested Zoning: PD

(Attach a detailed description of requested zoning & development standards, if a PD)

Applicant / Owner's Name: CWH Land Company, LLC Applicant or Owner? (circle one)

Contact Person: Chad Hennings Title: Manager

Company Name: CWH Land Company, LLC

Street/Mailing Address: 5151 Belt Line Rd., Suite 1050 City: Dallas State: TX Zip: 75254

Phone: [REDACTED] Fax: () Email Address: [REDACTED]

Engineer / Representative's Name: Rusty Glover, BGE, Inc.

Contact Person: Rusty Glover, P.E. Title: Director, Site Development

Company Name: BGE, Inc.

Street/Mailing Address: 2595 Dallas Pkwy, Suite 204 City: Frisco State: TX Zip: 75034

Phone: [REDACTED] Fax: () Email Address: [REDACTED]

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

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

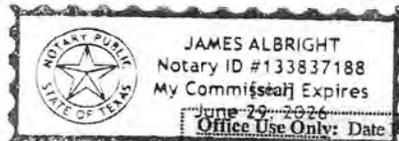
All application materials (one copy) must be delivered to the City's Planner. The name, address, phone number, etc. of the City's Planner can be obtained from City staff. Failure to submit all materials to the City's Planner may result in delays scheduling the zoning application for a P&Z agenda.

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

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

Signed: Chad W Hennings Title: Manager Date: 27 Sep 24

SUBSCRIBED AND SWORN TO before me, this the 27 day of September, 24



Notary Public in and for the State of Texas: [Signature]

My Commission Expires On: 06/29/26

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

September 27, 2024

Planning and Zoning Commission
City of Seagoville
702 North Highway 175
Seagoville, TX 75159

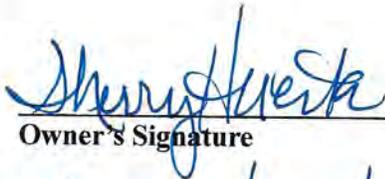
Attention Mr. Bill Medina

RE: LETTER OF AUTHORIZATION FOR ZONING CASE REPRESENTATION

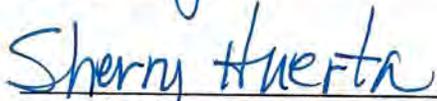
Dear Mr. Medina,

Authority is hereby granted to Chad Hennings at CWH Land Company, LLC acting on my behalf as the owner of this property as indicated at the Dallas County Appraisal District, to file and present an application to the city of Seagoville, Texas, to request a change in zoning classification for the following property: **Herman Heider Abst 541 Pg 425 Tr 5 Acs 131.99**

See Certified legal description attached.



Owner's Signature



Owner's Name (printed)



Owner's Signature



Owner's Name (printed)



Applicant's Signature



Applicant's Name (printed)



Sept 30, 2024

Planning and Zoning Commission
City of Seagoville
702 North Highway 175
Seagoville, TX 75159

RE: *Seagoville Data Center Campus Letter of Intent*

To Whom it May Concern,

To the best of my knowledge and understanding, the purpose and intent of the subject development is to create a zoning district that allows and supports a data center use, building, accessory facilities, structures, utilities, and operations. The sites consist of approximately 138 acres located on the north side of Farmers Road, east of Simonds Road, and west of Alto Road, and approximately 236 acres located on the north side of Seagoville Road and the west side of Simonds Road, as shown on the concept site plan exhibits and as specifically described in the metes & bounds exhibits. The total land area is approximately 374 acres.

The requested zoning for this site is Planned Development District (PD). The proposed conditions are outlined in the PD Development Standards document, which is supplied in the zoning submittal package.

Please contact me at (214) 724-8034 or rglover@bgeinc.com should you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rusty Glover", is written over a light blue horizontal line.

Rusty Glover, P.E.
Director, Site Development

Exhibit A
The Property



IMPASSE II[®]



HIGH SECURITY STEEL PALISADE FENCING

Maintaining a secure perimeter is your first line of defense against potential threats. Impasse II fence systems serve as a *visual deterrent backed with heavy steel components* that give a higher level of protection compared to the traditional chain link or architectural mesh fence alternatives. Impasse II is the *best choice for securing at risk facilities or protecting specific assets within a property.*

DESIGN INTEGRATION

The Impasse II framework is a raceway for wiring, conduits, and/or security cabling required around the perimeter of a project. This integrated design eliminates the need for costly trenching and boring becoming a value added solution for perimeter security upgrades.

When installing these security elements use Impasse II as a platform:



- ▶ **Communication & Video Cables**
- ▶ **Intrusion Detection / Fiber Optic Cables**
- ▶ **Access Control Wiring**
- ▶ **Conduits**
- ▶ **Anti-Ram Cabling (Stalwart)**

PRIMARY APPLICATIONS

- ▶ **Military Sites**
- ▶ **Government Facilities**
- ▶ **Petroleum & Chemical Facilities**
- ▶ **Power Plants & Substations**
- ▶ **Airports**
- ▶ **Data Centers**
- ▶ **Ports of Entry**
- ▶ **Water Treatment & Storage**



FENCE PRODUCTS

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ASSA ABLOY, the global leader in door opening solutions

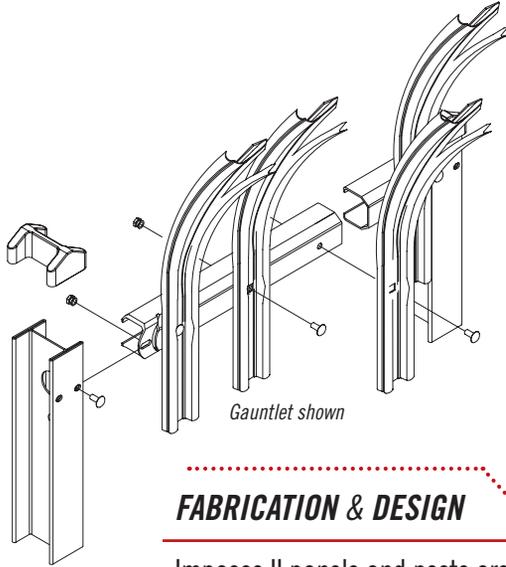
AMERISTAR[®]

ASSA ABLOY

IMPASSE II[®]

HIGH SECURITY STEEL PALISADE FENCING

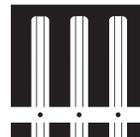
2.75"w x 14ga PALES | 2" x 2" x 11ga RAILS | 3" x 2.75" x 12ga & 4" x 2.75" x 11ga I-BEAM POSTS



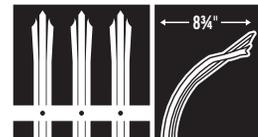
STYLE OPTIONS



TRIDENT™



STRONGHOLD™



GAUNTLET™

Impasse II Anti-Scale option is also available

FABRICATION & DESIGN

Impasse II panels and posts are manufactured using high-tensile pre-galvanized G-90 steel. Each component has been roll-formed into a unique profile that yields significant strength properties. Impasse II's distinct design enables the fence to traverse aggressive changes in grade in order to maintain security along any perimeter. Each connection point of the Impasse II system is secured with tamper-proof fasteners providing the highest level of security and versatility.



PERMACOAT™ PROTECTIVE FINISH

Ameristar's production facilities use a state-of-the-art polyester powder coating system that provides a durable and scratch resistant finish. Impasse II is protected with Ameristar's PermaCoat multi-layer coating process. The combination of these layers delivers a system that increases weathering resistance and product durability. The Ameristar coating system results in finished surfaces with unmatched performance.



15 YEAR LIMITED WARRANTY

Impasse II is coated using Ameristar's PermaCoat process, this dual-coat finish yields the best results for durability and weathering in the fence industry. Ameristar has over 25 years of experience and research in coating fence products allowing Impasse to support a 15 year warranty.



DOMESTIC MANUFACTURING

Ameristar is committed to providing products that are manufactured in the USA. We have made significant investments in technology, process improvement, and employee training in an effort to secure American jobs and combat inferior import products.

#9792 | REVISED 05/2014



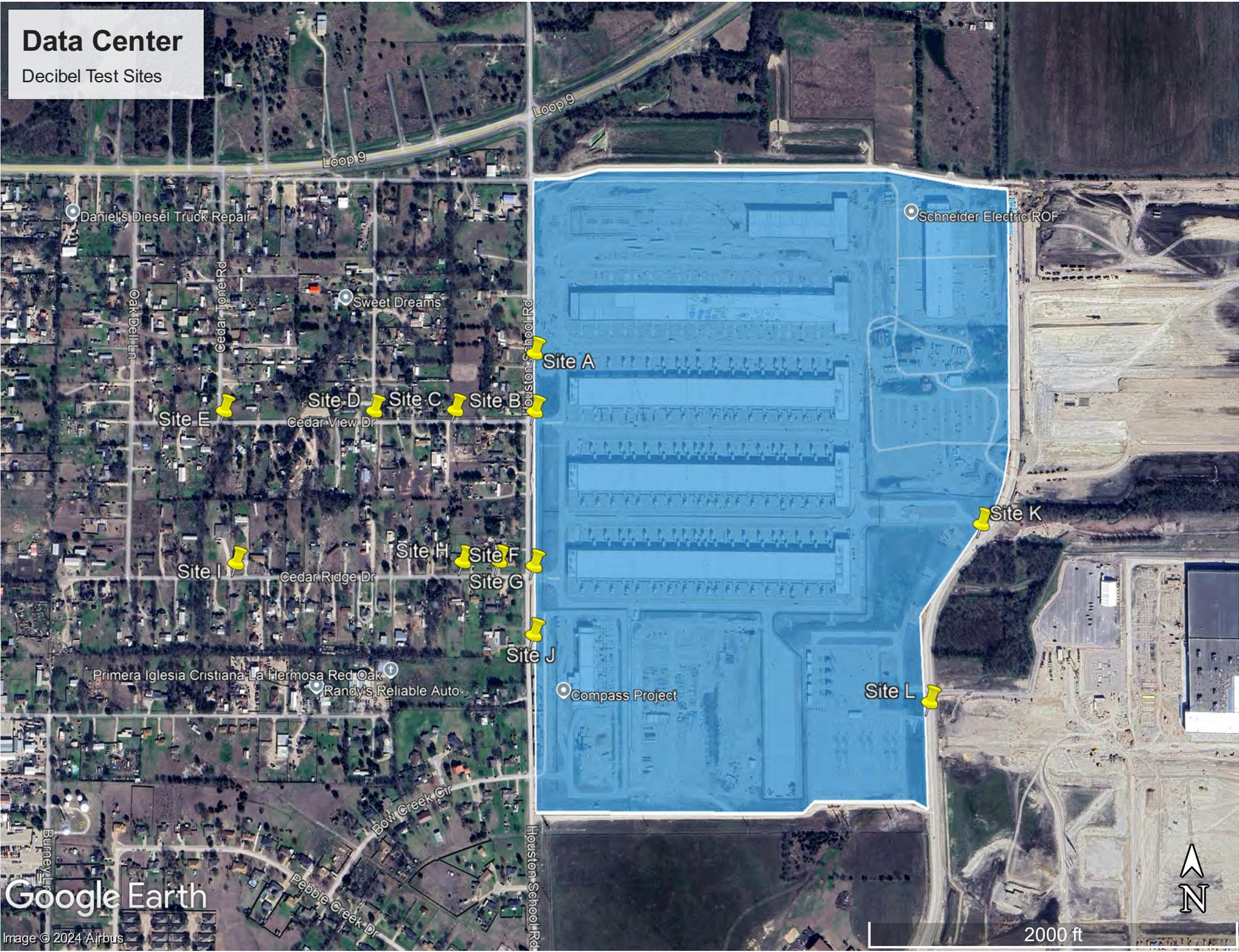
FENCE PRODUCTS

TO PLACE YOUR ORDER CALL 888-333-3422

VISIT AMERISTARFENCE.COM

Data Center

Decibel Test Sites



Google Earth

Image © 2024 Airbus

2000 ft



| Site Number | Decibals ¹ | Feet from Property Line ² |
|-------------|-----------------------|--------------------------------------|
| A | 45 | 14.7 |
| B | 32 | 16.5 |
| C | 31 | 461.0 |
| D | 34 | 898.0 |
| E | 36 | 1,748.0 |
| F | 45 | 14.6 |
| G | 36 | 179.0 |
| H | 32 | 183.0 |
| I | 32 | 1,659.0 |
| J | 37 | 6.2 |
| K | 40 | 26.5 |
| L | 37 | 23.3 |

Footnotes:

(1) Average decibal of a conversation is 60.

(2) Approximate distance based on Google Earth.



TO: Mayor and City Council
FROM: Steven Daggs, Purchasing Agent
DATE: November 18, 2024
ITEM: 18
DESCRIPTION: Discuss and consider a Resolution authorizing the City Manager to sign a service agreement with the Department of Information Resources Communications Technology Services Division of the State of Texas (DIR) for cooperative purchasing.

INTRODUCTION

The purpose of this item is to approve The City joining the DIR cooperative purchasing organization.

BACKGROUND

City Staff seek to utilize purchasing methods for Information Technology (IT) hardware, software, and services that are available under contract with DIR. City Ordinance requires that Council give approve before signing up with a cooperative purchasing group.

Staff proposes to sign up with DIR to expedite the purchasing process for future IT-related purchases. Cooperative contracts allow the city to complete projects at a faster rate than the usual bid process allows. Utilizing a State backed agency also provides The City with a measure of confidence regarding compliance with state purchasing requirements.

ESTIMATED FINANCIAL IMPACT

There is no financial impact to The City for joining DIR.

ATTACHMENTS

1. Resolution
2. Agreement

A RESOLUTION OF THE CITY OF SEGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY OF SEGOVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN A SERVICE AGREEMENT WITH THE DEPARTMENT OF INFORMATION RESOURCES COMMUNICATIONS TECHNOLOGY SERVICES DIVISION OF THE STATE OF TEXAS (DIR) FOR COOPERATIVE PURCHASING; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Seagoville, Texas, understands and supports cooperative purchasing programs that benefit the City's best interest; and

WHEREAS, the City Council of the City of Seagoville, Texas, believes the establishment of a Cooperative Purchasing agreement (Service Agreement) with the State of Texas Department of Information Resources Communications Technology Services Division (DIR) is in the best interest of the City.

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

SECTION 1. The City Council of the City of Seagoville, Texas, approves and authorizes the City Manager to execute a Service Agreement between the City of Seagoville and the State of Texas Department of Information Resources Communications Technology Services Division (DIR) in substantially the form of that attached hereto and incorporated herein by this reference as Exhibit "A."

SECTION 2. This Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY ORDERED by the City Council of the City of Seagoville, Texas, this the 18th Day of November 2024.

APPROVED:

LACKEY S. SEBASTIAN, MAYOR

ATTEST:

SARA EGAN, CITY SECRETARY

APPROVED AS TO FORM:

CHRIS METCALF, ASST. CITY ATTORNEY

4893-6946-0471, v. 1



**DEPARTMENT OF INFORMATION RESOURCES
COMMUNICATIONS TECHNOLOGY SERVICES DIVISION
SERVICE AGREEMENT**

This Service Agreement is between the Department of Information Resources Communications Technology Services Division (DIR-CTS) and the Customer. It is the intent of the parties to comply with the provisions of Texas Government Code Chapter 771, Interagency Cooperative Act and/or Chapter 791 Interlocal Cooperation Act as applicable, and Title 10, Subtitle D, Chapter 2170, Telecommunication Services, Section 2170.004, Texas Government Code as applicable.

I. ELIGIBILITY CERTIFICATION

- 1.1 By checking a box below, Customer certifies it meets eligibility requirements defined in the provisions of the Codes or Acts described above.

Customer must check one box to indicate the entity type.

- Texas State Agency**
- House of the Legislature**
- Legislative Agency (not a state agency as defined by Section 2151.002)
Fill in applicable authorizing statute or code:**
- Political subdivision, including a county, municipality or district**
- Private institution of higher education, accredited, as defined by Section 61.003, Education Code that:**
 - (A) engages in distance learning, as defined by Section 57.021, Utilities Code; and**
 - (B) receives federal funds for distance learning initiatives**
- Assistance Organizations defined in Section 2175.001, Texas Government Code (Note: Assistance Organizations are required to provide proof of tax exemption described in Customer Responsibilities, below).**

II. DIR-CTS RESPONSIBILITIES

- 2.1 DIR-CTS agrees to provide Customer with connectivity through various transmission methods to the TEX-AN network for specific communications services including, but not limited to, video, voice, routed data, Internet and/or equipment (hereinafter "services").

- 2.2 DIR-CTS will assist and advise the Customer in determining the best and most economical usage of the services.
- 2.3 DIR-CTS will bill monthly for services, as required and respond to inquiries regarding Customer's bill. DIR-CTS shall commence billing for services as they are provisioned.

III. CUSTOMER RESPONSIBILITIES

- 3.1 For Assistance organizations defined in Section 2175.001, Texas Government Code, the Customer shall provide all applicable local, state and federal tax exemption certificates to DIR prior to or at the time it orders services. The Customer shall be responsible to pay for all taxes as they may appear on a bill in the event the Customer does not provide applicable tax exemption certificates to DIR.
- 3.2 Customer shall comply with the DIR rules applicable to the Communications Technology Services Division, 1 TAC Chapter 207, as the same may be amended from time to time.
- 3.3 Customer has the responsibility to cooperate and coordinate with DIR-CTS so as to avoid delaying DIR-CTS in the provisioning of and billing for ordered services. Specifically, it is the Customer's responsibility to designate, in a timely manner; the type of service desired and provide DIR-CTS with information which may affect technical, logistical, engineering, or equipment aspects of service delivery. The Customer is exclusively responsible for any equipment added to their premises for connectivity to TEXAN services. Customer shall keep DIR-CTS promptly informed of its billing contact, address, telephone numbers, eligibility status and technical contact, and changes to any of the foregoing. Customer understands and agrees that its failure to timely perform its duties, which delay DIR-CTS in the delivery of ordered services, is not a condition of Force Majeure.
- 3.4 Payments will be made in full within 30 days of notification that the TEX-AN invoice is available for retrieval from DIR-CTS's secured website. Customer represents that it possesses sufficient current revenues to satisfy the timely payment of goods and services provided by DIR-CTS hereunder. In all events, Customer shall be billed for and shall pay in a timely manner for all services actually ordered and received up through the effective date of termination of services. Customer agrees it has no rights to set off against bills received from DIR-CTS. Customer's covenant to pay survives termination of this Service Agreement.
- 3.5 Customer is exclusively responsible for the operation and security of its premise equipment. The risk of toll fraud or other unauthorized use of its premise equipment rests with the Customer. Customer accepts this risk and understands that it shall be solely responsible to pay all charges, which may result from toll fraud or unauthorized use of its premise equipment. Customer hereby releases and waives any claim it may have now or in the future against DIR-CTS for the payment of charges arising from toll fraud or other unauthorized use on its premise equipment.

- 3.6 Customer is a qualified entity to receive goods and services from DIR-CTS For Assistance Organizations defined in Section 2175.001, Texas Government Code it is the exclusive responsibility of Customer to maintain its eligibility status with the Comptroller of PublicAccounts. Services will terminate without liability to DIR-CTS should Customer's eligibility status change during the term of this Service Agreement.

IV. TERM

The term of this Service Agreement begins on the date of the last party to sign and is in effect until all services are terminated or the Service Agreement is terminated in accordance with Article V herein. Please note that service terms may differ from vendor to vendor and from services to service and these terms are reflected on the services order forms.

V. BILLING

- 5.1 DIR-CTS's first month's billing for any circuits provisioned will commence on the date provisioning is completed.
- 5.2 DIR-CTS will cease billing circuits on the date disconnection is completed.
- 5.3 All other services shall be billed on a usage basis from the first date of actual service untilthe service is disconnected.
- 5.4 In compliance with Title I, Chapter 207, Rule number 207.11, of the Texas AdministrativeCode: customer's billing dispute timing and payment obligations shall track those found in the Prompt Payment Act, Chapter 2251, Texas Government Code.

VI. TERMINATION AND AMENDMENTS

- 6.1 DIR-CTS may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by Customer no less than thirty (30) days prior to the Effective Date of termination. DIR-CTS may terminate any Service Agreement for cause, with an immediate Effective Date, by issuing written notice to Customer, upon failure of Customer to make timely payment of bills. In addition to termination of services, DIR-CTS may notify the State Comptroller of Public Accounts (CPA) Office of the Customer's debt to the state and request the Customer be placed on the Payments on Hold List until payment for services is received.
- 6.2 A Customer may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by DIR-CTS no less than thirty (30) days prior to the Effective Date of termination. A Customer request to change a service shall not take effect until Customer provides written notice to DIR-CTS of any changes to ordered services. If DIR-CTS does not receive written notification, the Customer will continue to be billed monthly until proper notification is received. No written termination notice shall be effective prior to the expiration of thirty (30) days after receipt by DIR-CTS.

- 6.3 Amendments to this Service Agreement shall only be effective upon execution of an instrument in writing by authorized representatives of DIR-CTS and the Customer.

VII. OTHER CONDITIONS OF SERVICE

- 7.1 Service rates are subject to change by DIR-CTS upon 30-days written notice to Customer.
- 7.2 No conflicting terms or conditions found in Customer orders or forms shall become a part of this Service Agreement.
- 7.3 If service and/or communications projects are canceled at any time prior to completion, Customer shall be responsible for all actual costs incurred by DIR/CTS up to the date of cancellation. DIR-CTS will bill the Customer for these costs. Customer's covenant to pay shall survive the cancellation of a project.
- 7.4 DIR/CTS relies on third party contractors for the fulfillment of services contracted for hereunder. Therefore, DIR-CTS makes no independent warranties or guarantees, express or implied, regarding said services.
- 7.5 The following terms have the meaning indicated for purposes of this Service Agreement:

“Force Majeure” means the parties' performance under this Service Agreement shall be adjusted or suspended by mutual agreement to the extent performance is beyond the reasonable control of the parties for reasons including, but not limited to: strikes, work stoppages, fire, water, flood, lightning, government action, acts of God or public enemy, delays of power company, local exchange company, or other carrier. Failure of Customer to coordinate and cooperate so as to delay DIR-CTS is not an event of Force Majeure. In the event of Force Majeure, the sole and exclusive remedy to the party suffering the delay shall be an equivalent extension of the time for performance. The parties shall document to one another the onset of events of Force Majeure within three days of their onset.

“Provision” and “provisioning” means DIR-CTS has acquired, arranged for or provided at the Customer's site, the equipment, supplies or other items necessary to provide the ordered service(s), but does not mean the actual act(s) of turning up the ordered service(s).

VIII. Customer Service Resources

Inquiries regarding this Service Agreement may be directed to DIR Service Fulfillment 877-472-4848 Option 4 or 512-463-7800. Customer Service Resources may be found at <https://dir.texas.gov/communications-technology-services>.

Customer hereby agrees to the terms and conditions of this Service Agreement; represents that the official executing this Service Agreement is authorized to bind the Customer to its terms; and that Customer has completed all of its internal processes to make this a binding undertaking on the part of Customer.

CUSTOMER

INSERT Entity NAME

**DEPARTMENT OF INFORMATION
RESOURCES**

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

OFFICE OF GENERAL COUNSEL



TO: Mayor and City Council
FROM: Chris Ryan, Director of Public Works
DATE: November 18, 2024
ITEM: 19
DESCRIPTION: Discuss and consider a Resolution awarding a contract to RT&E Rural Water for Project No. PW2501, East Malloy Bride Road Sewer Relocation for a contract price not to exceed eighty-three thousand three hundred thirty-eight dollars and zero cents (\$83,338.00); authorizing the City Manager to execute any and all necessary documents.

INTRODUCTION

The purpose of this item is to Award the bid # PW2501 for the construction of the East Malloy Bride Road Sewer Relocation.

BACKGROUND

The City council approved an engineering contract with Halff on March 15, 2021, for the East Malloy Bride Road Sewer Relocation. The bid was advertised in the Daily Commercial Record for two (2) consecutive weeks. Bids were received on October 15, 2024 for the East Malloy Bride Road Sewer Relocation. Eight (8) bids were submitted. After careful evaluation of the bids, it was determined that RT&E Rural Water was the lowest most responsible bid at \$83,338.00. This recommendation has been reviewed and approved by Halff, our consulting engineer for this project.

FINANCIAL IMPACT

Approved FY2024-25 Budget.

RECOMMENDATION

Public Works recommends approval.

ATTACHMENTS

1. Resolution
2. Recommendation Letter
3. Bid Tabulation

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AWARDED A CONTRACT TO RT&E RURAL WATER FOR PROJECT NO. PW2501, EAST MALLOY BRIDGE ROAD SEWER RELOCATION FOR A CONTRACT PRICE NOT TO EXCEED \$83,338.00; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS; PROVIDING A REPLEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City sought bids under Bid # PW2501 for the East Malloy Bride Road Sewer Relocation; and

WHEREAS, the City Council (Council or Engineer) determined that RT&E Rural Water has met all bid specifications and is the lowest responsible bidder; and

WHEREAS, RT&E Rural Water's bid for the construction of East Malloy Bride Road Sewer Relocation is in an amount not to exceed \$83,338.00; and

WHEREAS, the City Council has determined that award of the contract for construction of East Malloy Bride Road Sewer Relocation to RT&E Rural Water for a contract amount not to exceed \$83,338.00 is in the best interest of the citizens of Seagoville.

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

Section 1. The City Council of Seagoville, Texas hereby awards RT&E Rural Water the contract for the construction of East Malloy Bride Road Sewer Relocation, PW2501, on the terms and conditions set forth in the bid documents, copies of which are attached hereto and incorporated herein as Exhibit "A", in an amount not to exceed \$83,338.00 and the City Manager is hereby authorized to negotiate and execute the contract and any and all necessary documents to complete the project.

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

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

Section 4. This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY ORDERED by the City Council of the City of Seagoville on the 18th day of November 2024.

APPROVED:

Lackey Stepper Sebastian, Mayor

ATTEST:

Sara Egan, City Secretary

APPROVED AS TO FORM:

Chris Metcalf, Asst. City Attorney

EXHIBIT A
Bid Documents PW2501

4860-0667-7495, v. 1



October 30, 2024

Mr. Chris Ryan
Utilities Director
City of Seagoville
702 N. Highway 175
Seagoville, Texas 75159

Re: **Recommendation of Contractor
City of Seagoville Bid No. PW2501
East Malloy Bridge Road Sewer Relocation**

Dear Mr. Ryan:

This letter provides Halff's recommendation of a construction contractor for the above-referenced project. Bids were received on October 15, 2024. Eight bids were received, opened in person and reviewed for administrative completeness. The bids are summarized in the table below:

| Contractor | Bid Amount |
|---------------------------------|-------------------|
| Atkins Bros. Equip. Comp., Inc. | \$103,150.00 |
| GRod Construction, LLC | \$152,700.00 |
| K. Tillman Construction, LLC | \$328,364.00 |
| RT&E Rural Water, LLC | \$83,338.00 |
| S-Co Incorporated | \$134,859.00 |
| Tex-Pro Construction, LLC | \$120,240.00 |
| TX Grade Services, LLC | \$203,718.11 |
| Willco Underground, LLC | \$166,500.00 |

RT&E Rural Water, LLC ("RT&E") was the apparent lowest bidder based on the bids as opened and read, with an as-read total amount base bid of \$83,338.00. Based on Halff's review of the bid paperwork provided, RT&E has submitted the required documents and it appears that its submitted bid is administratively complete.

RT&E has experience completing sewer line projects within multiple municipalities, including projects similar to the above-referenced project. RT&E has previously completed utility construction projects for the City of Seagoville, and City staff provided favorable comments regarding RT&E's performance. Based upon RT&E's project experience and feedback from City staff, Halff believes that RT&E is qualified to perform the above-referenced project.



Based upon the review of the bids submitted and of RT&E's project experience, Halff recommends award of the construction contract to RT&E Rural Water, LLC as the lowest qualified responsive bidder, in the amount of \$83,338.00 for the Total Amount Bid.

Please let us know if you have any questions or comments regarding our recommendation.

Sincerely,
HALFF

A handwritten signature in blue ink that reads "Ben Stephens". The signature is fluid and cursive, with a long horizontal stroke at the end.

Ben Stephens, PE, ENV SP
Water/Wastewater Technical Leader

EAST MALLOY BRIDGE ROAD SEWER RELOCATION
CITY OF SEAGOVILLE, TEXAS

BID TABULATION

Prepared by Halff Associates, Inc. (TBPELS Engineering Firm #312)

Bid Date: October 15, 20214

| ITEM NO. | DESCRIPTION | UNIT | PLAN QTY. | BID QTY. | Atkins Bros. Equipment Co., Inc. | | GRod Construction, LLC | | K. Tillman Construction, LLC | | RT&E Rural Water, LLC | |
|------------------------|---|------|-----------|----------|----------------------------------|--------------|------------------------|--------------|------------------------------|---------------|-----------------------|--------------|
| | | | | | UNIT PRICE | BID ESTIMATE | UNIT PRICE | BID ESTIMATE | UNIT PRICE | BID ESTIMATE | UNIT PRICE | BID ESTIMATE |
| 1 | Mobilization and Demobilization | LS | 1 | 1 | \$ 12,000.00 | \$ 12,000.00 | \$ 25,000.00 | \$ 25,000.00 | \$ 19,500.00 | \$ 19,500.00 | \$ 6,500.00 | \$ 6,500.00 |
| 2 | Bonds and Insurance | LS | 1 | 1 | \$ 2,000.00 | \$ 2,000.00 | \$ 4,500.00 | \$ 4,500.00 | \$ 12,300.00 | \$ 12,300.00 | \$ 8,600.00 | \$ 8,600.00 |
| 3 | Construction Staking | LS | 1 | 1 | \$ 1,000.00 | \$ 1,000.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 7,000.00 | \$ 7,000.00 | \$ 2,260.00 | \$ 2,260.00 |
| 4 | Temporary Traffic Control and Barricades | LS | 1 | 1 | \$ 1,000.00 | \$ 1,000.00 | \$ 3,800.00 | \$ 3,800.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 1,100.00 | \$ 1,100.00 |
| 5 | Storm Water Pollution Prevention Plan | LS | 1 | 1 | \$ 1,000.00 | \$ 1,000.00 | \$ 2,800.00 | \$ 2,800.00 | \$ 3,600.00 | \$ 3,600.00 | \$ 800.00 | \$ 800.00 |
| 6 | Erosion and Sedimentation Controls | LS | 1 | 1 | \$ 1,000.00 | \$ 1,000.00 | \$ 4,800.00 | \$ 4,800.00 | \$ 7,000.00 | \$ 7,000.00 | \$ 1,040.00 | \$ 1,040.00 |
| 7 | Tree Protection | LS | 1 | 1 | \$ 500.00 | \$ 500.00 | \$ 2,800.00 | \$ 2,800.00 | \$ 1,400.00 | \$ 1,400.00 | \$ 1,200.00 | \$ 1,200.00 |
| 8 | Clearing and Grubbing (Including Tree Removal; Stump Grinding/Removal; All Types and Sizes) | LS | 1 | 1 | \$ 2,500.00 | \$ 2,500.00 | \$ 4,800.00 | \$ 4,800.00 | \$ 6,250.00 | \$ 6,250.00 | \$ 1,600.00 | \$ 1,600.00 |
| 9 | Trench Safety System | LF | 242 | 250 | \$ 1.00 | \$ 250.00 | \$ 16.00 | \$ 4,000.00 | \$ 36.00 | \$ 9,000.00 | \$ 6.40 | \$ 1,600.00 |
| 10 | Furnish and Install 10-inch PVC Sanitary Sewer Pipe (ASTM D2441, SDR 26) | LF | 242 | 250 | \$ 131.00 | \$ 32,750.00 | \$ 170.00 | \$ 42,500.00 | \$ 500.00 | \$ 125,000.00 | \$ 106.50 | \$ 26,700.00 |
| 11 | Furnish and Install 48" Sanitary Sewer Manhole (Lined Portland Cement Concrete; or Polymer Concrete) with Cast In Place Bottom | EA | 2 | 2 | \$ 9,000.00 | \$ 18,000.00 | \$ 12,600.00 | \$ 25,200.00 | \$ 24,862.00 | \$ 49,724.00 | \$ 7,760.00 | \$ 15,520.00 |
| 12 | Furnish and Install 48" Sanitary Sewer Standard Manhole (Lined Portland Cement Concrete; or Polymer Concrete) | EA | 1 | 1 | \$ 9,000.00 | \$ 9,000.00 | \$ 12,100.00 | \$ 12,100.00 | \$ 18,750.00 | \$ 18,750.00 | \$ 8,596.00 | \$ 8,596.00 |
| 13 | Connect Existing Private Sanitary Sewer Service to New Main Line Sanitary Sewer Service and Install New Sanitary Sewer Cleanout | EA | 1 | 1 | \$ 300.00 | \$ 300.00 | \$ 1,800.00 | \$ 1,800.00 | \$ 7,200.00 | \$ 7,200.00 | \$ 910.00 | \$ 910.00 |
| 14 | Cleaning & CCTV of Sanitary Sewer Mains (Post Inspection of New Mains) | LF | 242 | 250 | \$ 3.00 | \$ 750.00 | \$ 6.00 | \$ 1,500.00 | \$ 39.00 | \$ 9,750.00 | \$ 6.00 | \$ 1,500.00 |
| 15 | Cut and Plug Existing Sanitary Sewer Main | EA | 2 | 2 | \$ 1,000.00 | \$ 2,000.00 | \$ 750.00 | \$ 1,500.00 | \$ 14,400.00 | \$ 28,800.00 | \$ 400.00 | \$ 800.00 |
| 16 | Abandon Existing 6-inch Sanitary Sewer Main with Flowable Fill | CY | 1.5 | 5 | \$ 400.00 | \$ 2,000.00 | \$ 1,200.00 | \$ 6,000.00 | \$ 1,610.00 | \$ 8,050.00 | \$ 360.00 | \$ 1,800.00 |
| 17 | Sodding to Match Existing | SY | 552 | 560 | \$ 30.00 | \$ 16,800.00 | \$ 10.00 | \$ 5,600.00 | \$ 19.00 | \$ 10,640.00 | \$ 3.95 | \$ 2,212.00 |
| 18 | Remove Chain Link Fence and Replace in Kind | LF | 18 | 20 | \$ 15.00 | \$ 300.00 | \$ 75.00 | \$ 1,500.00 | \$ 70.00 | \$ 1,400.00 | \$ 30.00 | \$ 600.00 |
| TOTAL BASE BID: | | | | | \$ 103,150.00 | | \$ 152,700.00 | | \$ 328,364.00 | | \$ 83,338.00 | |

EAST MALLOY BRIDGE ROAD SEWER RELOCATION
CITY OF SEAGOVILLE, TEXAS

BID TABULATION

Prepared by Halff Associates, Inc. (TBPELS Engineering Firm #312)

Bid Date: October 15, 20214

| ITEM NO. | DESCRIPTION | UNIT | PLAN QTY. | BID QTY. | S-Co Incorporated | | Tex-Pro Construction, LLC | | TX Grade Services, LLC | | Willco Underground, LLC | |
|------------------------|---|------|-----------|----------|----------------------|--------------|---------------------------|--------------|------------------------|--------------|-------------------------|--------------|
| | | | | | UNIT PRICE | BID ESTIMATE | UNIT PRICE | BID ESTIMATE | UNIT PRICE | BID ESTIMATE | UNIT PRICE | BID ESTIMATE |
| 1 | Mobilization and Demobilization | LS | 1 | 1 | \$ 6,604.00 | \$ 6,604.00 | \$ 3,000.00 | \$ 3,000.00 | \$ 14,879.04 | \$ 14,879.04 | \$ 15,000.00 | \$ 15,000.00 |
| 2 | Bonds and Insurance | LS | 1 | 1 | \$ 9,750.00 | \$ 9,750.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 10,291.42 | \$ 10,291.42 | \$ 5,000.00 | \$ 5,000.00 |
| 3 | Construction Staking | LS | 1 | 1 | \$ 3,250.00 | \$ 3,250.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 4,560.00 | \$ 4,560.00 | \$ 7,500.00 | \$ 7,500.00 |
| 4 | Temporary Traffic Control and Barricades | LS | 1 | 1 | \$ 16,568.00 | \$ 16,568.00 | \$ 5,000.00 | \$ 5,000.00 | \$ 11,903.23 | \$ 11,903.23 | \$ 5,000.00 | \$ 5,000.00 |
| 5 | Storm Water Pollution Prevention Plan | LS | 1 | 1 | \$ 1,950.00 | \$ 1,950.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 7,439.52 | \$ 7,439.52 | \$ 1,000.00 | \$ 1,000.00 |
| 6 | Erosion and Sedimentation Controls | LS | 1 | 1 | \$ 7,267.00 | \$ 7,267.00 | \$ 10,000.00 | \$ 10,000.00 | \$ 9,000.00 | \$ 9,000.00 | \$ 6,000.00 | \$ 6,000.00 |
| 7 | Tree Protection | LS | 1 | 1 | \$ 1,202.00 | \$ 1,202.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 3,600.00 | \$ 3,600.00 | \$ 2,500.00 | \$ 2,500.00 |
| 8 | Clearing and Grubbing (Including Tree Removal; Stump Grinding/Removal; All Types and Sizes) | LS | 1 | 1 | \$ 2,203.00 | \$ 2,203.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 9,120.00 | \$ 9,120.00 | \$ 3,500.00 | \$ 3,500.00 |
| 9 | Trench Safety System | LF | 242 | 250 | \$ 3.00 | \$ 750.00 | \$ 5.00 | \$ 1,250.00 | \$ 41.66 | \$ 10,415.00 | \$ 20.00 | \$ 5,000.00 |
| 10 | Furnish and Install 10-inch PVC Sanitary Sewer Pipe (ASTM D2441, SDR 26) | LF | 242 | 250 | \$ 87.00 | \$ 21,750.00 | \$ 110.00 | \$ 27,500.00 | \$ 202.39 | \$ 50,597.50 | \$ 100.00 | \$ 25,000.00 |
| 11 | Furnish and Install 48" Sanitary Sewer Manhole (Lined Portland Cement Concrete; or Polymer Concrete) with Cast In Place Bottom | EA | 2 | 2 | \$ 10,877.00 | \$ 21,754.00 | \$ 30,000.00 | \$ 30,000.00 | \$ 14,092.80 | \$ 28,185.60 | \$ 18,000.00 | \$ 36,000.00 |
| 12 | Furnish and Install 48" Sanitary Sewer Standard Manhole (Lined Portland Cement Concrete; or Polymer Concrete) | EA | 1 | 1 | \$ 10,901.00 | \$ 10,901.00 | \$ 13,000.00 | \$ 13,000.00 | \$ 1,374.80 | \$ 13,774.80 | \$ 16,500.00 | \$ 16,500.00 |
| 13 | Connect Existing Private Sanitary Sewer Service to New Main Line Sanitary Sewer Service and Install New Sanitary Sewer Cleanout | EA | 1 | 1 | \$ 1,888.00 | \$ 1,888.00 | \$ 2,500.00 | \$ 2,500.00 | \$ 8,400.00 | \$ 8,400.00 | \$ 6,500.00 | \$ 6,500.00 |
| 14 | Cleaning & CCTV of Sanitary Sewer Mains (Post Inspection of New Mains) | LF | 242 | 250 | \$ 5.00 | \$ 1,250.00 | \$ 10.00 | \$ 2,500.00 | \$ 9.60 | \$ 2,400.00 | \$ 10.00 | \$ 2,500.00 |
| 15 | Cut and Plug Existing Sanitary Sewer Main | EA | 2 | 2 | \$ 286.00 | \$ 572.00 | \$ 1,500.00 | \$ 3,000.00 | \$ 1,680.00 | \$ 3,360.00 | \$ 1,000.00 | \$ 2,000.00 |
| 16 | Abandon Existing 6-inch Sanitary Sewer Main with Flowable Fill | CY | 1.5 | 5 | \$ 1,820.00 | \$ 9,100.00 | \$ 450.00 | \$ 2,250.00 | \$ 1,152.00 | \$ 5,760.00 | \$ 2,500.00 | \$ 12,500.00 |
| 17 | Sodding to Match Existing | SY | 552 | 560 | \$ 30.00 | \$ 16,800.00 | \$ 14.00 | \$ 7,840.00 | \$ 16.20 | \$ 9,072.00 | \$ 25.00 | \$ 14,000.00 |
| 18 | Remove Chain Link Fence and Replace in Kind | LF | 18 | 20 | \$ 65.00 | \$ 1,300.00 | \$ 70.00 | \$ 1,400.00 | \$ 48.00 | \$ 960.00 | \$ 50.00 | \$ 1,000.00 |
| TOTAL BASE BID: | | | | | \$ 134,859.00 | | \$ 120,240.00 | | \$ 203,718.11 | | \$ 166,500.00 | |



TO: Mayor and City Council
FROM: Kirk McDaniel, Director of Economic Development
DATE: November 18, 2024
ITEM: 20
DESCRIPTION: Discuss and consider a Resolution approving a Professional Services Reimbursement Agreement by and between the City of Seagoville, Texas, and CWH Land Company, LLC.

INTRODUCTION

This agenda item is to discuss and consider approving a Pre-Development and Professional Services Reimbursement Agreement with CWH Land Company, LLC.

BACKGROUND

CWH Land Company, LLC (the "Developer") anticipates owning certain property located in the City and developing said property as a data center. Pursuant to that use, the Developer is requesting the City provide economic development incentives for the project. In order to evaluate the project, the City will need professional services including engineering, legal, and financial services. The Developer recognizes that the City has limited financial resources to expend for these expenses and agrees to pay and/or reimburse the City for the same in accordance with the terms set forth in the attached Pre-Development and Professional Services Reimbursement Agreement.

Based on the foregoing, staff has obtained a Pre-Development and Professional Services Reimbursement Agreement for the City Council's review and consideration. After review, if the City Council finds the terms and conditions to be acceptable, the Mayor will be authorized to execute on behalf of the City.

FINANCIAL IMPACT

By approving the Pre-Development and Professional Services Reimbursement Agreement, the Developer would be agreeing to fund the City's consulting costs related to the data center development.

RECOMMENDATION

City Staff recommends approval of the agreement.

ATTACHMENTS

1. Resolution
2. Pre-Development and Professional Services Reimbursement Agreement

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING A PROFESSIONAL SERVICES REIMBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF SEAGOVILLE, TEXAS, AND CWH LAND COMPANY, LLC; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented with a proposed Professional Services Reimbursement Agreement (herein the “Agreement”) between the City of Seagoville and CWH Land Company, LLC (“Developer”), a true and correct copy of said Agreement being attached hereto and incorporated herein by this reference as Exhibit “A;” and

WHEREAS, upon full review and consideration of all matters related thereto, the City Council is of the opinion and finds that the terms and conditions of the Agreement should be approved, and that the City Manager should be authorized to execute this Agreement on behalf of the City of Seagoville.

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

SECTION 1. The City Council does hereby approve the Professional Services Reimbursement Agreement attached hereto and incorporated herein as Exhibit “A” and authorizes the City Manager to execute the same on behalf of the City of Seagoville, Texas.

SECTION 2. This Resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THIS ____ DAY OF _____ 2024.

ATTEST:

APPROVED:

Sara Egan, City Secretary

Lackey Stepper Sebastian, Mayor

APPROVED AS TO FORM:

Chris Metcalf, Asst. City Attorney

Exhibit "A"
Professional Services Reimbursement Agreement
[to be attached]

4853-6566-8599, v. 1

**PRE-DEVELOPMENT AND PROFESSIONAL SERVICES
REIMBURSEMENT AGREEMENT**

This Pre-Development and Professional Services Reimbursement Agreement (“Agreement”), effective as of the Effective Date as defined herein, is made and entered into by and between the CITY OF SEAGOVILLE, TEXAS, a home rule city (the “City”), and CWH LAND COMPANY, LLC, (“Developer”), the developer of that certain tract of land located within the City’s corporate limits and depicted in **Exhibit A** attached hereto (the “Development Area”). City and Developer may each be referred to herein as “Party” and collectively as the “Parties”.

Recitals

WHEREAS, the Developer has or is purchasing and desires to develop the Development Area as a master-planned data center; and

WHEREAS, the current owner of the Property has petitioned the City for economic development incentives for the Development Area; and

WHEREAS, the City and the Developer hereby recognize and agree that through the entire economic development process (creation, negotiation, review, execution, and initial administration), and also during the development process relating to the Development Area, the City will obtain professional services related thereto from independent, third-party professionals related to issues associated with the incentives and/or related to issues necessitated by developing the Development Area, including but not limited to all services associated with creation, negotiation, review, and execution of the economic development incentives, drafting, negotiating and executing a development agreement and other related agreements including agreements with Developer and/or others as necessary in relation to the economic development incentives and all services associated with development of the property including engineering costs, inspections costs, plan review costs, engineering, grading and drainage review costs and all other expenses incurred by City in regard to development of the Development, as well as legal, expert, appraising, surveying, and consulting services associated with any required exercise of the City’s power of eminent domain that becomes necessary for obtaining property interests necessary for the construction of certain public infrastructure to be built to improve the Development Area (“Professional Services”); and

WHEREAS, the City and the Developer recognize and agree that through the entire development process, the City will be required to incur expenses, including expenses for the Professional Services and for legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, court costs, special consultant fees, and fees for administrative time of City staff (collectively “City Expenses”); and

WHEREAS, the Developer recognizes that the City has limited financial resources to expend for the City Expenses and without the financial assistance of the Developer, the City may be unable to expeditiously process the economic development incentives and assist the Developer with developing the Development Area; and

WHEREAS, as a result and in consideration of the foregoing, the Developer desires and

hereby agrees to pay and/or reimburse City for all City Expenses in accordance with the terms of this Agreement; and

WHEREAS, the City Council of the City, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interest of the City are carried out.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Developer agree as follows:

Agreement

1. Recitals. The representations, covenants, and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into this Agreement and adopted by the parties to this Agreement.

2. Exhibits. All Exhibits referenced in this Agreement, and listed below, are incorporated herein for all purposes; specifically:

Exhibit A – Legal Description and Boundary Survey of Development Area.

3. Payment for City Expenses. Developer shall be responsible for reimbursing City for the payment of City Expenses subject to the terms of this Section 3.

(a) Upon execution of this Agreement, the Developer shall deliver to the City \$25,000 (“Developer Deposit”) to be used by the City for the sole purpose of making payment for City Expenses including but not limited to City Expenses incurred for Professional Services performed by City Consultants. For purposes of this Agreement, “City Consultants” means such professionals as City may engage to provide advice and counsel and other professional services in association with the Professional Services, which professionals shall include, but not be limited to, attorneys, professional engineers, surveyors, accountants, appraisers, and financial advisors and specifically includes but is not limited to:

- a. Nichols, Jackson, Dillard, Hager & Smith, LLP;
- b. Hilltop Securities;
- c. Bracewell, LLP;
- d. P3Works, Inc.
- e. Pyles Whatley Corporation; and
- f. Halff Associates, Inc.
- g. Garver

(b) City agrees to hold the Developer Deposit in a separate fund maintained by City within City’s books of account. Notwithstanding the foregoing, City may commingle the funds for the Developer Deposit with City’s other funds held within City’s depository or investment accounts provided all funds received into and spent from such separate fund are accounted for by City as provided in the paragraph (d), below.

(c) Not later than ten (10) business days after receipt of written notice from City that the balance in the Developer Deposit has decreased to less than \$10,000, Developer shall remit to City an additional amount necessary to restore the balance of the Developer Deposit to \$25,000. Developer understands and agrees that if Developer fails to pay and/or make replenishment payment(s) in accordance with the requirements of this Section 3(c), City may, at City's sole discretion, cease incurring additional City Expenses, including, but not limited to, directing all City Consultants to cease all work hereunder until such time as Developer deposits funds with City in an amount sufficient to comply with its obligations under this Section 3(c).

(d) Upon written request from Developer, but in no case more often than once each sixty (60) days during the term of this Agreement, City agrees to provide a written account of the funds spent from the Developer Deposit. Developer shall have the right to examine the invoices and receipts supporting the expenditures made by City; provided, however, City shall be entitled to redact any information from invoices provided by any City Consultant which City has determined, in City's sole discretion, is protected by the attorney/client privilege or constitutes attorney work product. Developer shall have ten (10) days after receipt of City's account to review City's accounting and make objections thereto. If Developer objects to any City Expense paid from the Developer Deposit, the Parties shall attempt to resolve the dispute within a reasonable period of time. However, if notwithstanding their collective good faith effort the dispute cannot be timely resolved, City's payment of the disputed City Expense shall be final.

(e) In engaging any City Consultant, City shall act in good faith and shall not incur unnecessary or unreasonable costs or pay costs other than the City Expenses from the Developer Deposit.

(f) If Developer determines to not proceed with the economic development incentives and the Development Area, Developer will notify City pursuant to Section 5, below. Upon Developer's notice of termination of this Agreement, City will promptly notify all City Consultants to stop work and cease incurring further City Expenses.

(g) Not later than ten (10) days after City has determined that City has paid all City Expenses and that no further City Expenses will be incurred pursuant to this Agreement, City agrees to refund to Developer any remaining balance of the Developer Deposit. If on termination of this Agreement, the funds in the Developer Deposit are insufficient to pay City Expenses that remain due and payable, not later than ten (10) days after receipt of written request from City, Developer shall pay to City an amount equal to the remaining unpaid City Expenses less the balance of any of the Developer Deposit remaining in City's accounts. Notwithstanding any other provision of this Agreement to the contrary, the obligations of the Parties set forth in this Section 3(g) shall survive any termination of this Agreement, and the Parties do not release or discharge their respective rights to such payments.

(h) For purpose of this Agreement, City may be reimbursed for City Expenses, including but not limited to the City Expenses incurred in the negotiation and execution of this Agreement, notwithstanding a portion of such City Expenses were incurred and the work performed by the City Consultants prior to the Effective Date.

4. City's Obligations. In utilizing Professional Services, the City shall act in good faith and shall not incur costs unnecessarily and arbitrarily. The parties agree that nothing in this Agreement obligates the City to enter into a Development Agreement, approve creation or establishment of the economic development incentives, or enter agreements relating thereto, or otherwise approve any particular project proposed by the Developer and that the City retains its authority to approve, deny, or approve in part, any project or district in accordance with state law and the City's adopted regulations. Developer's obligation to pay the City Expenses shall exist and continue independent of whether a Development Agreement is executed, and regardless of whether the economic development incentives is approved or established or whether agreements necessary thereto are executed. This Agreement confers no vested rights or development rights on the Property or to the Developer or Owner of the Property.

5. Termination. Either Party may terminate this Agreement for any reason or for no reason by providing not less than five (5) business days' written notice of termination to the other Party. Termination of this Agreement shall be the sole and exclusive remedy of City or Developer, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. City shall be entitled to pay City Expenses from the Developer Deposit for:

(a) Work performed by City Consultants or others in providing Professional Services incurred through the date of termination; and

(b) Expenses for which City is contractually obligated to reimburse a City Consultant or other person or entity providing Professional Services.

6. City's Right to Information. Promptly on request by the City or any of the City's professional consultants providing Professional Services in accordance with this Agreement, the Developer agrees to provide such information relating to development of the Development Area, including financial information, as the City or its consultants may in their discretion determine is necessary for their evaluation of the feasibility or advisability of the economic development incentives, or of the creation or use of a particular district or zone in furtherance of the Development Area. The City shall direct its City Attorney and other legal counsel retained not to release any data or information provided by the Developer to a third party, unless either the Developer provides written consent for such release or the City is otherwise directed to release the information by the Office of the Texas Attorney General ("OAG"). In addition, absent the Developer's authorization for the release of the Developer's data and information, the City shall direct the City Attorney to diligently seek approval of the OAG to withhold proprietary and confidential information subject to a request for public information pursuant to Chapter 552 of the Texas Government Code.

7. City Attorney's Obligations. Notwithstanding anything to the contrary contained herein, the Developer acknowledges that the City Attorney shall exclusively represent the legal interest of the City of Seagoville, Texas, and that no attorney-client privilege between the Developer and the offices of the City Attorney, or any of its attorneys, shall be established by virtue of this Agreement.

8. No Obligation to Provide Economic Development Incentives. Developer acknowledges that City has no obligation to provide economic development incentives, and nothing contained within this Agreement shall create any such obligation. Developer's obligation to pay the City Expenses as provided herein above shall exist and continue independent of whether the economic development incentives are approved. This Agreement shall confer no vested rights or development rights on the Property or to Developer. Further, this Agreement shall provide no assurances, promises, or covenants to approve any development on the Property.

9. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the obligation of the Developer to pay City Expenses.

10. Amendment. This Agreement may only be amended or altered by written instrument signed by the Developer and the City.

11. Successors and Assigns. Neither the City nor the Developer may assign or transfer this Agreement or any interest in this Agreement without prior written consent of the other party. This Agreement is binding upon and inures to the benefit of the City and the Developer and their permitted assigns; however, this Agreement confers no rights or benefits on any third parties and, in particular, no rights or benefits on any provider of Professional Services other than for payment of services rendered.

12. Notice. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified Mail Return Receipt Requested, on the earlier of the date actually received at the delivery address or five business days after mailed; (b) if deposited with a private delivery service (such as U.P.S. or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address; and (c) if otherwise given (including by E-mail), when actually received at the delivery address. All notices shall be addressed as set forth below; however, any party may change its address for purposes of this Agreement by giving notice of such change as provided by this Section 11:

City:

City of Seagoville
Patrick Stallings, City Manager
702 US-175 Frontage Road
Seagoville, Texas 75159

With a Copy to:

Victoria W. Thomas, City Attorney
Nichols Jackson Dillard Hager & Smith
500 North Akard, Suite 1800
Dallas, Texas 75201

Developer:

CWH Land Company, LLC
Attn: Doug Donald

With a Copy to:

13. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably

and neither more strongly for or against either party.

14. Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue for any dispute arising out of this Agreement shall lie in Dallas County, Texas.

15. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby; and it is also the intention of the parties to this Agreement that in lieu of each clause or 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.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

17. Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its respective obligations under this Agreement.

18. Consideration. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

19. Authority to Execute. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, as allowed herein.

21. Attorney's Fees. In any legal proceeding brought to enforce the terms of this Agreement, the prevailing party may recover its reasonable and necessary attorneys' fees from the non-prevailing party.

22. Non-Recordation. This Agreement shall not be recorded.

23. Effective Date. Whether signed in duplicate counterparts or on the same document, this Agreement shall be effective on the date it bears the signatures of authorized representatives of all of the Parties (the "Effective Date").

Executed by Developer and City to be effective on the Effective Date.

DEVELOPER:

Date: _____

CWH Land Company, LLC

By: _____

Name/Position: _____

CITY:

Date: _____

City of Seagoville, Texas

By: _____

Patrick Stallings City Manager

ATTEST:

Sara Egan, City Secretary

Approved as to form:

By: _____

Victoria W. Thomas, City Attorney

EXHIBIT "A"

