



# City of Seagoville

## Meeting Agenda

### City Council

City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159

Monday, December 16, 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. Receive a presentation of the 4th Quarterly Financial Report for Fiscal Year 2024.
3. Receive an update regarding Frontier Waste Solutions service rate.
4. Receive a presentation and discuss the use of golf carts within city limits.
5. Discuss Regular Session agenda items.
6. Adjourn

#### **REGULAR SESSION – 7:00 PM**

7. Call to Order
8. Invocation
9. Pledge of Allegiance
10. Recognition of City Employees
11. Mayor's Report
12. 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**

- 13. Consider approving the City Council meeting minutes: December 2, 2024.**
- 14. Consider a Resolution authorizing the purchase of water meters from Aqua Metric Sales Company in an amount not to exceed, one hundred one seventy-four thousand eight hundred eighty-eight dollars and eighty-five cents (\$174,888.85); and authorizing the City Manager to execute any documents necessary for the purchase.**
- 15. Consider a Resolution awarding a contract to FNH Construction, LLC for the reconstruction of West Simonds Road from Cloverhill Road to US HWY 175, in an amount not to exceed three million one hundred seventy thousand twenty-one dollars and zero cents (\$3,170,021.00); authorizing the City Manager to negotiate and execute any and all necessary documents.**

**Regular Agenda**

- 16. Receive an update from the City Secretary's Office.**
- 17. 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**

- 18. The City Council will convene into closed Executive Session pursuant to Texas Government Code Section 551.071 Consultation with Attorney, to seek legal advice on pending litigation, to-wit: Seagoville Residents Association v. City of Seagoville and Target Builders, LLC, Cause No. DC-23-20340 in the 134th Judicial District Court of Dallas County, Texas.**

**REGULAR SESSION**

- 19. Take any necessary action as a result of Executive Session.**
- 20. Discuss future agenda items.**
- 21. 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 12<sup>th</sup> day of December 2024, by 5 p.m.

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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](mailto:citysecretary@seagoville.us) . (TDD access 1-800-RELAY-TX)

**UPCOMING MEETING DATES:**

- Monday, January 13, 2024
- Monday, February 3, 2024



TO: Mayor and City Council  
FROM: Gail French, Director of Finance  
DATE: December 16, 2024  
ITEM: 2  
DESCRIPTION: Presentation of the Fiscal Year Ending 2024 Quarterly Financials

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**INTRODUCTION**

Receive a presentation of the FYE 2024 Quarterly Financials.

**BACKGROUND**

Gail French, Director of Finance presents the quarterly financial report for FYE 2024.

**ATTACHMENTS**

1. Memo



# Memo

Date: December 9, 2024  
To: Pat Stallings, City Manager  
From: Gail French, Director of Finance  
Subject: September 2024 Financial Reports

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This memo accompanies the September 2024 Revenue and Expense Reports for the City of Seagoville, and highlights selected financial activities for the fiscal year end 2024.

## General Fund

**Revenues: General fund total revenue for the fiscal year is above budget expectations (actual 119.7% vs. expected 100%).** The current year fiscal **Property tax** revenues met budget expectations. **Sales Tax** revenue collections are above budget expectations (130.5% vs. 100%). Sales tax revenues continue to rise steadily as the City of Seagoville continues to grow.

In **Franchise Fee** revenue, the comparative collection trend for FY 2024 vs. FY 2023 appears below:

Description	FY 2024 Amount	FY 2023 Amount	Increase (Decrease)
Electricity	\$477,379	\$485,613	\$ (8,234)
Gas	103,247	118,191	\$ (14,944)
Cable	20,047	25,579	\$ (5,532)
Telephone	13,499	17,820	\$ (4,321)
Sanitation Services	74,027	81,652	\$ (7,625)

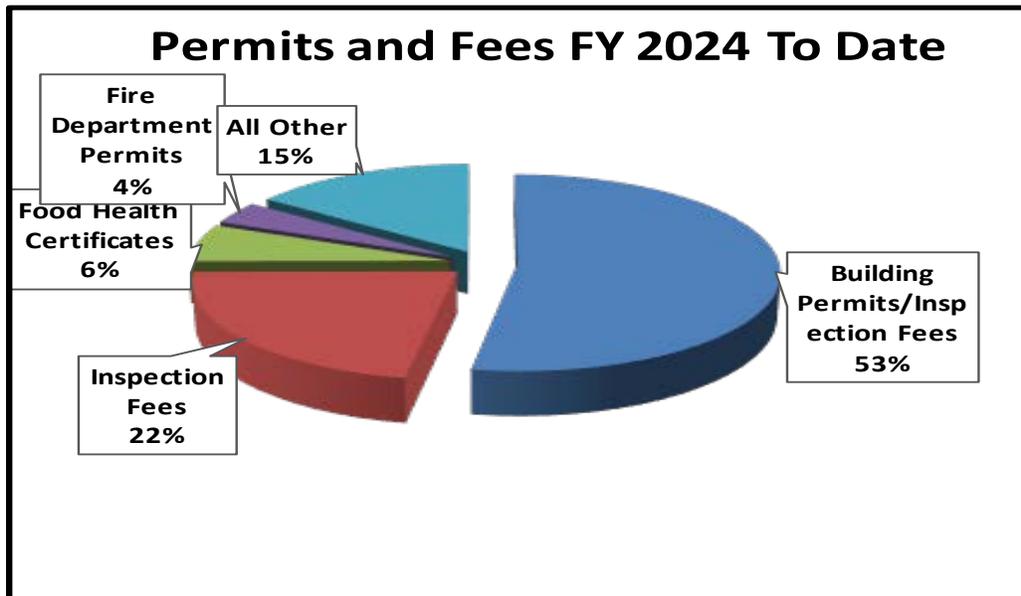
**Franchise Fees** are down compared to this time last year. **Franchise Fee** receipts in total are higher than budget expectations. **(106.7% vs. 100.00%)**

**Permits & Fees** There were approximately 734 permits issued for the fiscal year 2024. 642 were for Residential permits issued for a total of \$606,386. Two hundred and forty-five of those were for new construction. There were 46 Commercial permits issued for a total of \$82,664.



The following is a comparison of FY 2024 revenue vs. FY 2023:

Description	FY 2024 Amount	FY 2023 Amount	Increase (Decrease)
Building Permits/Inspection Fees	\$ 689,965	\$ 487,091	\$ 202,875
Food Health Certificates	\$ 81,000	\$ 73,505	\$ 7,495
Fire Department Permits	\$ 48,366	\$ 56,360	\$ (7,994)
All Other	\$ 198,588	\$ 182,884	\$ 15,704



**Sanitation** revenue is above budget expectations (116.7% actual vs. 100% expected). The FY 2024 YTD revenue amount exceeds the FY 2023 YTD revenue amount (\$1,287,926 vs. \$1,259,173).



**Senior Activities** revenue usually has approximately a 45-day lag between the end of the month and actual revenue received from the Dallas Council on Aging, however, lately the lag has been several months.

**Fines** revenue reflects increased court enforcement activity from public safety contacts.

**Total revenues for the fiscal year are \$16,893,320 or 119.7% of the budget.** This is \$974,428 higher than the total General Fund revenues for the previous fiscal year (\$15,918,892). This is mainly due to Property Taxes, Sales Taxes and Permit Fees, and Interest received compared to last year.

**Expenditures: Total General Fund expenditures are within budget expectations (98.8% actual vs. 100% expected).**

**Sanitation** is up due to storm damage clean up.

**Building Inspection and Services** is up due to Building Maintenance for the removal and installation of speed bumps and sidewalk repairs and for emergency repairs done on the generator at City Hall. Also, for the emergency repairs done at the Senior Center.

**Information Technology-IT** is up due to an increase in Cyber Security protection and IT services from Baxter Consulting.

**Non departmental** is above expectations mainly due to the annual premium payment to TML for workers' compensation and property/casualty insurance.

**Debt Payment (Quint)** is the annual payment on the financing to acquire the quint fire vehicle. **\$67,054**

**Use of Fund Balance Projects** includes **Firefighting equipment (\$158,643)** which includes the acquisition of SCBA Air Packs & Bottles, and Gear and 4 Portable radios with accessories and a 2023 Chev Tahoe for **\$61,369**. **It also includes an Emergency purchase for a Cascade system to replace the failed system. Police Equipment – Including 3 Panasonic Toughbook with mounts \$12,245, 3 Radios for the new Police vehicles \$256,436, and 3 Antenna Radar Systems \$7,355. \$20,514. Streets - Asphalt work on Bluff Road \$390,050, 15 Yard Dump Truck \$180,680.54, Malloy Bridge Road \$608,035, Hall Rd \$627,405.98, McWhorter \$112,005. Parks – Asphalt work at Petty White Park \$206.650, Bruce Central Park bridge work \$116,599, New Sign at Bruce Park \$136,558, New Bleachers for Bearden and Bruce Park \$183,718 and Soccer Goals for Bruce Park \$33,460. Support Services - New CAD-RMS system \$173,638. Building Inspector vehicle \$48,478**

**Transfers** include \$469,733 to the Street Maintenance Fund and \$42,000 to the Vehicle Replacement Fund and \$320,000 to the Central Fire Station Fund.

### **Water and Sewer Fund (Fund 20)**

**Revenues: Total Water and Sewer Fund revenues are slightly above budget expectations 107.00% vs. 100.0%).** Water sales usually accelerate during the summer depending upon the



weather conditions. **Penalties and Interest** generates from late customer payment as well as **Interest** from the investment accounts. **Pretreatment Sewer Revenue** charges to a few of our industrial customers to cover the cost of wastewater pretreatment required by the state to ensure the prevention of harmful materials entering the water system. **Penalty Fees** are higher than anticipated due to a renewed commitment to enforcement activities against delinquent customers.

**Expenditures:** The year-to-date expenditure trend is within expectations (90.8% actual vs. 100% expected).

**Non departmental** is above expectations due to the annual premium payment to TML for workers' compensation, property/casualty insurance and bad debt expense.



**GENERAL FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
AS OF 09/30/24  
100% OF BUDGET YEAR**

	<b>Adopted Budget</b>	<b>Year to Date</b>	<b>% tage of Budget</b>
<b>REVENUES:</b>			
Property Taxes	\$8,091,509	\$8,197,519	101.3%
Sales Taxes	3,443,307	4,492,021	130.5%
Franchise Fees	654,317	698,161	106.7%
Sanitation	1,104,000	1,287,926	116.7%
All Other	823,155	2,217,692	269.4%
	<hr/>	<hr/>	
<b>TOTAL REVENUES</b>	\$14,116,288	\$16,893,320	119.7%
 Transfers In:	 393,136	 393,136	 100.0%
 <b>EXPENDITURES:</b>			
Public Safety	\$8,054,924	\$7,758,308	96.3%
Community Development	1,993,293	1,940,887	97.4%
Community Services	1,644,353	1,893,264	115.1%
General Government	1,592,778	1,474,522	92.6%
Non departmental	541,600	598,460	110.5%
	<hr/>	<hr/>	
<b>TOTAL EXPENDITURES</b>	\$13,826,948	\$13,665,441	98.8%
 One Time Use of Fund Balance	 5,342,888	 4,732,296	 88.6%

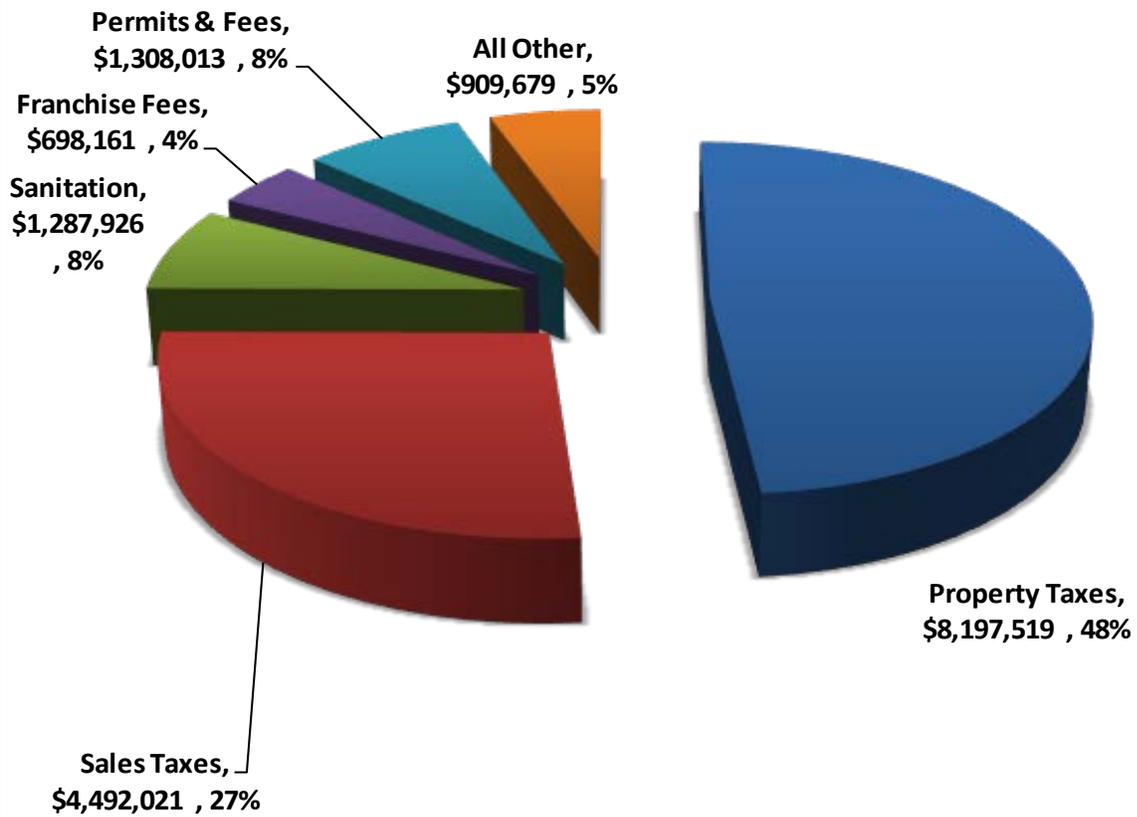


**GENERAL FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
FOR FISCAL YEAR 2023-24  
AS OF 09/30/24  
100 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
<b>Revenues:</b>						
Property Taxes	\$7,441,091	\$7,770,473	104.4%	\$8,091,509	\$8,197,519	101.3%
Sales Taxes	\$3,312,861	\$4,090,826	123.5%	\$3,443,307	\$4,492,021	130.5%
Franchise Fees	\$648,567	\$742,517	114.5%	\$654,317	\$698,161	106.7%
Permits & Fees	\$402,655	\$1,196,592	297.2%	\$427,655	\$1,308,013	305.9%
Sanitation	\$1,104,000	\$1,259,173	114.1%	1,104,000	\$1,287,926	116.7%
Senior Activities	\$50,000	\$83,075	166.2%	50,000	\$75,671	151.3%
Fines	\$287,500	\$531,306	184.8%	\$302,500	\$460,445	152.2%
Interest	\$6,000	\$100,534	1675.6%	6,000	\$286,147	4769.1%
Other Grants		\$20,807	0.0%			0.0%
SG&A Recovery SEDC	\$27,000	\$27,000	100.0%	\$27,000	\$27,000	100.0%
Miscellaneous	\$10,000	\$96,587	965.9%	\$10,000	\$60,417	604.2%
<b>Total Revenues</b>	<b>\$13,289,674</b>	<b>\$15,918,892</b>	<b>119.8%</b>	<b>\$14,116,288</b>	<b>\$16,893,320</b>	<b>119.7%</b>
<b>Transfers In:</b>	<b>\$393,136</b>	<b>\$393,136</b>	<b>100.0%</b>	<b>\$393,136</b>	<b>\$393,136</b>	<b>100.0%</b>

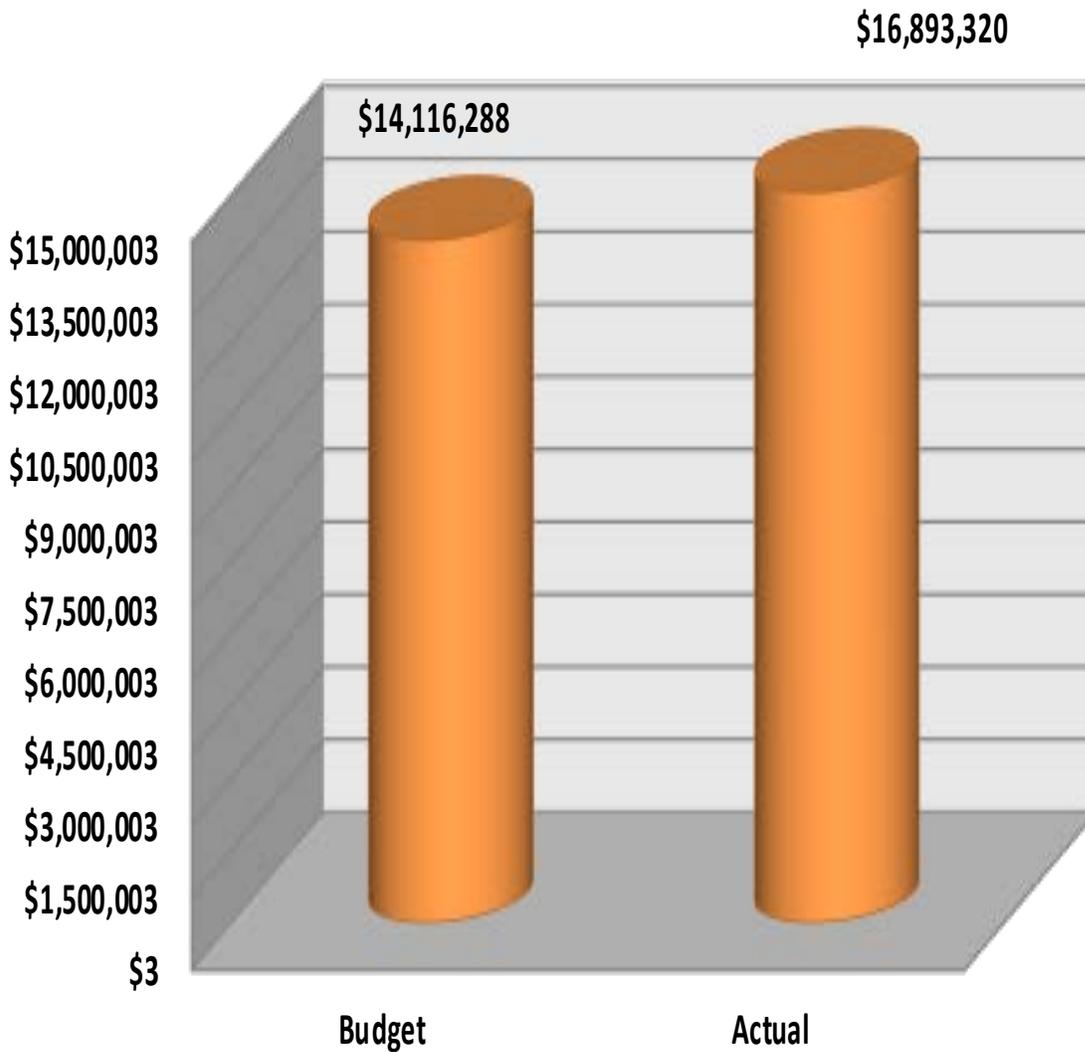


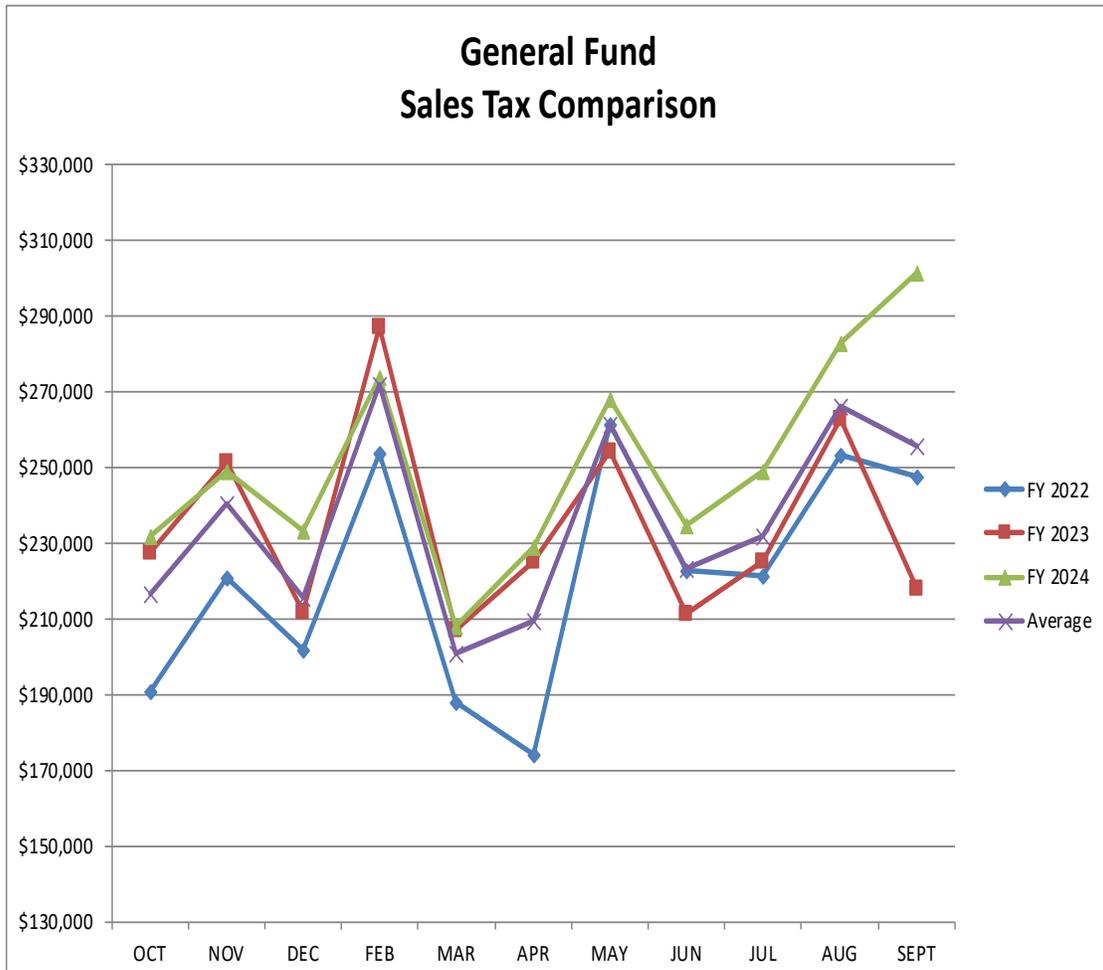
**General Fund Revenues  
4th Quarter, FY 2024  
Total \$16,893,320**





## Year to Date Revenue Comparison General Fund

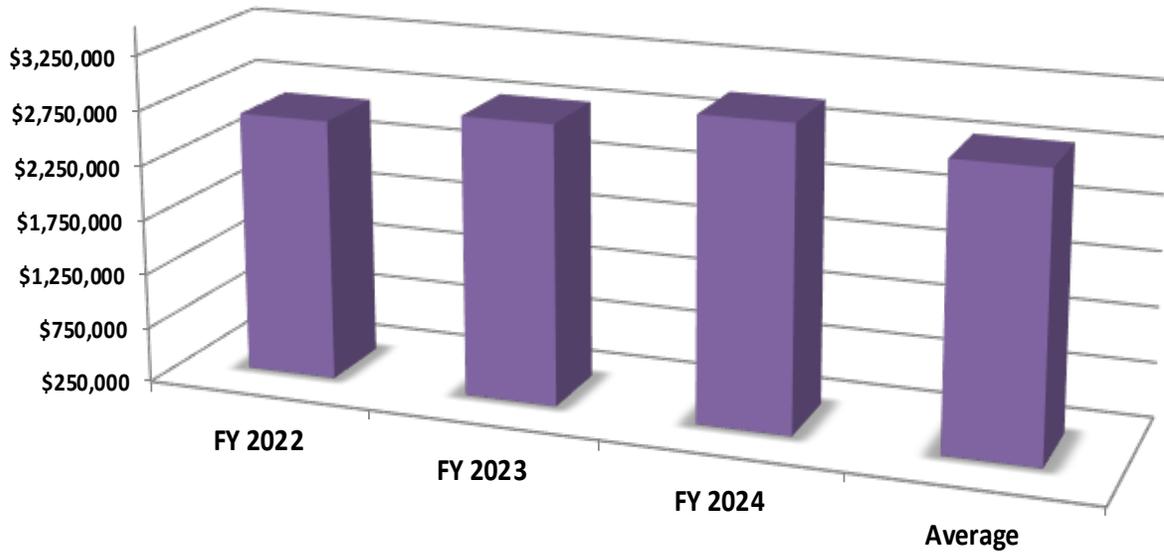




	FY 2022	FY 2023	FY 2024	Three Year Average
OCT	190,825.92	227,390.01	232,094.77	216,770.23
NOV	220,810.91	251,254.88	248,850.96	240,305.58
DEC	201,749.86	211,940.69	233,126.01	215,605.52
JAN	196,537.55	211,131.80	231,337.00	213,002.12
FEB	254,002.15	287,175.08	273,865.44	271,680.89
MAR	188,038.12	207,298.31	207,856.23	201,064.22
APR	174,238.14	225,273.15	229,037.08	209,516.12
MAY	261,175.63	254,401.34	268,154.39	261,243.79
JUNE	222,722.87	211,540.73	234,948.01	223,070.54
JULY	221,516.96	225,195.39	248,785.22	231,832.52
AUG	253,274.98	262,715.45	282,777.86	266,256.10
SEPT	247,555.63	217,963.85	301,434.72	255,651.40



### Fiscal Year to Date Comparison - Sales Tax



	FY 2022	FY 2023	FY 2024	Three Year Average
Fiscal Year To Date	2,632,449	2,793,281	2,992,268	2,805,999



## Sales & Use Tax Monthly Summary General Fund

Sept, 2024

History by Month					
Month	FY 21-22	FY 22-23	FY 23-24	Inc/(Dec) From Last Year	Percent +/-
October	\$ 190,825.92	\$ 227,390.01	\$ 232,094.77	\$ 4,704.76	2.1%
November	\$ 220,810.91	\$ 251,254.88	\$ 248,850.96	\$ (2,403.92)	-1.0%
December	\$ 201,749.86	\$ 211,940.69	\$ 233,126.01	\$ 21,185.32	10.0%
January	\$ 196,537.55	\$ 211,131.80	\$ 231,337.00	\$ 20,205.20	9.6%
February	\$ 254,002.15	\$ 287,175.08	\$ 273,865.44	\$ (13,309.64)	-4.6%
March	\$ 188,038.12	\$ 207,298.31	\$ 207,856.23	\$ 557.93	0.3%
April	\$ 174,238.14	\$ 225,273.15	\$ 229,037.08	\$ 3,763.93	1.7%
May	\$ 261,175.63	\$ 254,401.34	\$ 268,154.39	\$ 13,753.05	5.4%
June	\$ 222,722.87	\$ 211,540.73	\$ 234,948.01	\$ 23,407.28	11.1%
July	\$ 221,516.96	\$ 225,195.39	\$ 248,785.22	\$ 23,589.83	10.5%
August	\$ 253,274.98	\$ 262,715.45	\$ 282,777.86	\$ 20,062.41	7.6%
September	\$ 247,555.63	\$ 217,963.85	\$ 301,434.72	\$ 83,470.87	38.3%
<b>Total General Fund</b>	<b>\$ 2,632,448.70</b>	<b>\$ 2,793,280.65</b>	<b>\$ 2,992,267.65</b>	<b>\$ 198,987.00</b>	<b>7.1%</b>

Actual to Budget					
<b>GF Budget FY 2024</b>				<b>\$ 2,294,538</b>	
	<u>PERCENT YTD</u>	<u>AMOUNT YTD</u>			
Target to Budget	100.00%	\$ 2,294,538.00			
Actual to Budget	130.41%	\$ 2,992,267.65			
Amount Over/(Under)		\$ 697,729.65			
Percent +/-		30.41%		<u>OVER/(UNDER)</u>	<u>% +/-</u>
September 30 Forecast			<b>\$ 2,992,268</b>	\$ 697,730	30.4%

Actual to Actual					
	FY 21-22	FY 22-23	FY 23-24	Inc/(Dec) From Last Year	Percent +/-
<b>Year to Date</b>	<b>\$ 2,632,448.70</b>	<b>\$ 2,793,280.65</b>	<b>\$ 2,992,267.65</b>	<b>\$ 198,987.00</b>	<b>7.1%</b>

Total Sales Tax & Distribution				
	General Fund	PTR	4B	Total
<b>This Month</b>	<b>\$ 301,434.71</b>	<b>\$ 150,717.36</b>	<b>\$ 150,717.36</b>	<b>\$ 602,869.43</b>
<b>Year to Date</b>	<b>\$ 2,992,267.65</b>	<b>\$ 1,496,133.82</b>	<b>\$ 1,496,133.82</b>	<b>\$ 5,984,535.29</b>

NOTE: SALES TAX IS RECEIVED FROM THE STATE TWO MONTHS AFTER THE ACTUAL SALE DATE.



**GENERAL FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
FOR FISCAL YEAR 2023-24  
AS OF 09/30/24  
100 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
<b>Expenditures:</b>						
City Council	9,650	4,333	44.9%	10,550	9,158	86.8%
City Manager	277,637	269,669	97.1%	282,641	274,640	97.2%
City Secretary	172,119	156,625	91.0%	179,781	168,097	93.5%
Finance	476,843	456,811	95.8%	516,355	469,408	90.9%
EDC Director				85,290	29,888	35.0%
Animal Services	184,385	186,005	100.9%	257,355	255,314	99.2%
Code Enforcement	226,661	226,959	100.1%	245,253	230,520	94.0%
Bldg Inspection/Services	485,650	430,738	88.7%	583,910	670,584	114.8%
Health Inspection	121,653	124,333	102.2%	146,293	142,542	97.4%
Police	3,126,120	2,983,188	95.4%	3,459,145	3,275,767	94.7%
Planning	135,806	129,522	95.4%	56,688	932	1.6%
Fire	2,862,154	2,851,890	99.6%	3,127,965	3,078,983	98.4%
Municipal Court	197,828	199,007	100.6%	207,972	212,653	102.3%
Library	205,107	205,347	100.1%	213,913	213,411	99.8%
Senior Center	200,671	200,499	99.9%	219,566	216,754	98.7%
Streets	478,912	490,838	102.5%	499,628	406,872	81.4%
Sanitation	1,002,902	1,071,662	106.9%	1,002,902	1,250,446	124.7%
Support Services	936,694	626,910	66.9%	1,031,959	968,965	93.9%
Parks	401,432	355,354	88.5%	461,521	489,437	106.0%
Emergency Medical Service	174,123	170,000	97.6%	178,500	179,279	100.4%
Information Technology	178,500	220,223	123.4%	189,500	236,247	124.7%
Human Resources	177,741	170,863	96.1%	328,661	287,083	87.3%
Non Departmental	476,250	577,146	121.2%	541,600	591,760	109.3%
<b>Total Expenditures</b>	<b>12,508,838</b>	<b>12,107,922</b>	<b>96.8%</b>	<b>13,826,948</b>	<b>13,658,741</b>	<b>98.8%</b>
<b>Debt Payment (Quint)</b>	<b>67,500</b>	<b>67,054</b>	<b>99.3%</b>	<b>67,500</b>	<b>67,054.04</b>	<b>99.3%</b>
<b>PEG Reserves</b>	<b>6,700</b>	<b>6,700</b>		<b>6,700</b>	<b>6,700.00</b>	<b>100.0%</b>
<b>Transfers and Reserves</b>	<b>1,493,192</b>	<b>1,686,399</b>	<b>112.9%</b>	<b>671,733</b>	<b>832,384.23</b>	<b>123.9%</b>
<b>Use of Fund Balance Projects</b>	<b>408,181</b>	<b>375,153</b>	<b>91.9%</b>	<b>4,596,955</b>	<b>3,832,858.13</b>	<b>83.4%</b>



**General Fund Expenditures, Transfers and One Time  
Fund Balance Outlays  
4th Quarter FY 2024  
Total \$18,397,384**



**General Government**

City Council, City Manager, City Secretary, Information Technology, Human Resources and Finance

**Community Development**

Building Services, Code Enforcement, Streets, Parks, Planning

**Community Services**

Municipal Court, Library, Senior Center, Sanitation

**Public Safety**

Police, Fire, Ambulance, Support Services, Animal Services

**Transfers/Reserves**

Transfers for Street Maintenance and Vehicle Replacement

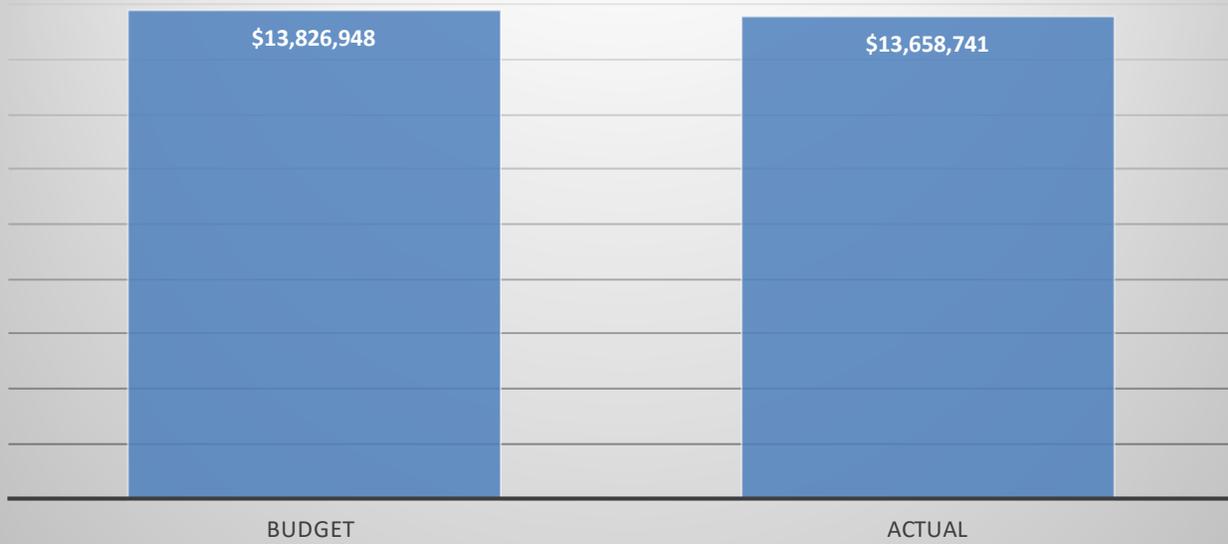


**General Fund  
Use of Fund Balance Projects  
FY 2024**

	<u>Budget</u>	<u>Actual</u>
Street Projects	\$ 2,066,226	\$ 1,714,865
Parks Dept Improvements	\$ 630,650	\$ 750,233
Senior Center Parking Lot	\$ 159,850	\$ -
Emergency Siren Replacement	\$ 25,000	\$ 5,976
Support Services New CAD-RMS System	\$ 173,638	\$ 173,639
Police Equipment	\$ 13,000	\$ 12,597
Bearden Park Bleacher stands	\$ 288,872	\$ 183,718
Bruce Park Soccer fields	\$ 38,128	\$ 33,460
Police Vehicles	\$ 321,906	\$ 256,436
Streets Dept Dump Truck	\$ 250,000	\$ 180,681
Bldg Inspector vehicle	\$ 45,171	\$ 48,478
Firefighting Equipment	\$ 159,300	\$ 158,643
Fire Vehicle Purchase	\$ 160,000	\$ 136,977
Streets Dept Equipment	\$ 26,891	\$ 26,808
Tuition Reimbursement	\$ 5,000	\$ 1,000
Software Upgrade	\$ 223,323	\$ 139,348
Dispatch/Support Incentive Pay	\$ 10,000	\$ 10,000
<b>Total</b>	<b>\$ 4,596,955</b>	<b>\$ 3,832,858</b>



### Year to Date Expenditure Comparison General Fund



<b>Budget</b>	<b>Actual</b>
\$13,826,948	\$13,658,741



**WATER AND SEWER FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
AS OF 09/30/24  
100% OF BUDGET YEAR**

	<b>Budget</b>	<b>Year to Date</b>	<b>% tage of Budget</b>
<b>REVENUES:</b>			
Water Sales	\$4,243,760	\$4,438,116	104.6%
Sewer Sales	4,382,272	4,520,927	103.2%
All Other	<u>399,250</u>	<u>694,630</u>	174.0%
<b>TOTAL REVENUES</b>	<b>\$9,025,282</b>	<b>\$9,653,673</b>	<b>107.0%</b>
<b>EXPENDITURES:</b>			
Water Services	\$3,129,553	\$2,604,769	83.2%
Sewer Services	3,320,918	3,127,214	94.2%
Debt Service Transfer	500,276	500,276	100.0%
Non Departmental	242,961	271,656	111.8%
All Other	<u>640,821</u>	<u>609,442</u>	95.1%
<b>TOTAL EXPENDITURES</b>	<b>\$7,834,529</b>	<b>\$7,113,357</b>	<b>90.8%</b>
Use of Reserve	1,854,783	1,631,254	87.9%
Transfers Out	365,536	365,536	100.0%

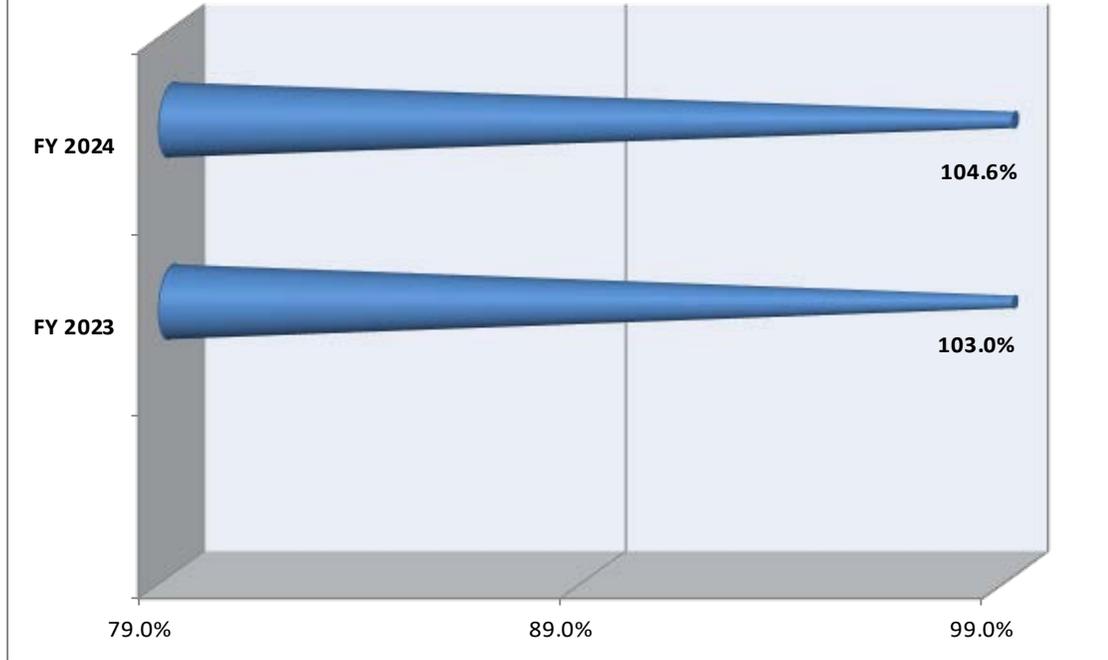


**WATER AND SEWER FUND  
SUMMARY OF REVENUES AND EXPENDITURES  
FOR FISCAL YEAR 2023-24  
AS OF 09/30/24  
100 % OF BUDGET YEAR**

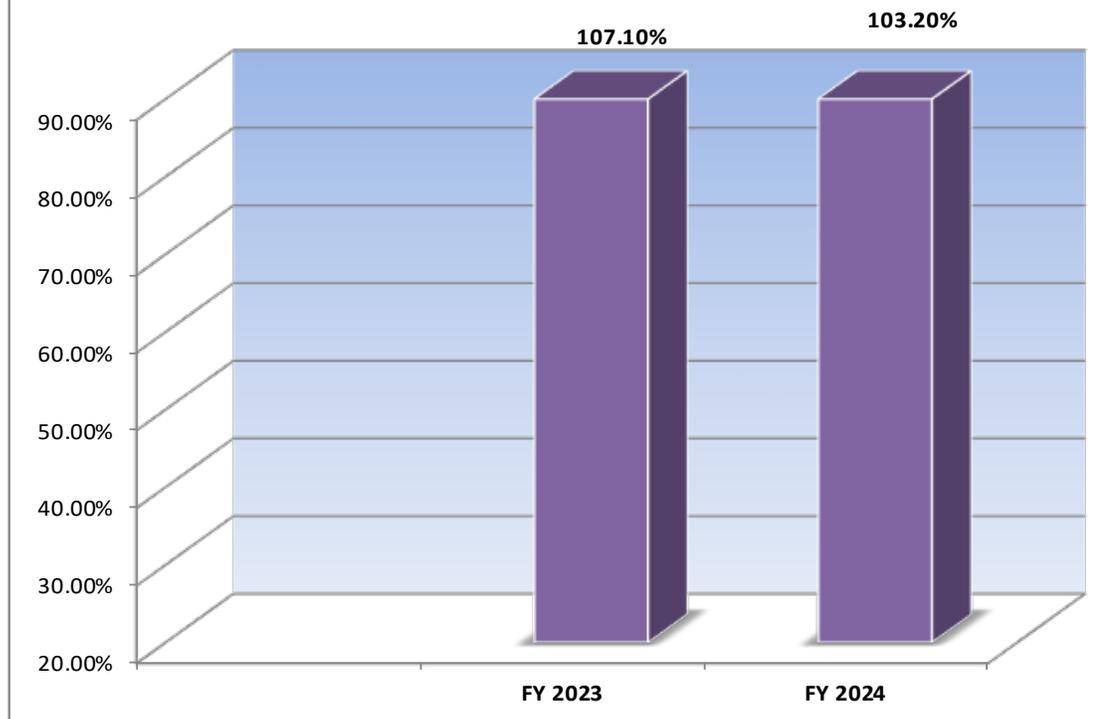
	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
<b>Revenues:</b>						
Water Sales	\$3,999,381	\$4,119,974	103.0%	\$4,243,760	\$4,438,116	104.6%
Sewer Service	\$3,729,362	\$3,992,657	107.1%	\$4,382,272	\$4,520,927	103.2%
Outside Contractor Tap Fees	\$0	\$47,250	0.0%	\$30,000	\$4,800	16.0%
Penalties and Interest	\$160,000	\$299,299	187.1%	\$204,500	\$212,587	104.0%
Pretreatment Sewer Revenue	\$60,938	\$57,442	94.3%	\$53,000	\$61,442	115.9%
Reconnection Fees	\$50,000	\$59,975	120.0%	\$50,000	\$62,745	125.5%
Meter Installation	\$5,000	\$17,750	355.0%	\$15,000	\$58,430	389.5%
Online Payment Fee	\$7,500	\$0	0.0%	\$0	(\$46)	0.0%
Interest Earnings	\$10,000	\$114,201	1142.0%	\$20,000	\$275,457	1377.3%
Miscellaneous	\$1,000	\$12,371	1237.1%	\$1,000	\$7,917	791.7%
Bank and NSF Fees	\$0	\$897	0.0%	\$750	\$592	78.9%
Water Tap Fees	\$0	\$21,800	0.0%	\$16,500	\$5,450	33.0%
Sewer Tap Fees	\$0	\$12,750	0.0%	\$8,500	\$4,000	47.1%
Care-Flite Fees	\$0	\$5,862	0.0%	\$0	\$1,257	0.0%
<b>Total Revenues</b>	<b>\$8,023,181</b>	<b>\$8,762,227</b>	<b>109.2%</b>	<b>\$9,025,282</b>	<b>\$9,653,673</b>	<b>107.0%</b>
<b>Transfers In:</b>						
<b>Expenditures:</b>						
Utility Administration	\$249,827	\$246,311	98.6%	\$331,582	\$307,046	92.6%
Water Services	\$2,743,069	\$2,473,176	90.2%	\$3,129,553	\$2,604,769	83.2%
Sewer Services	\$2,943,741	\$2,845,457	96.7%	\$3,320,918	\$3,127,214	94.2%
Customer Services	\$326,220	\$319,233	97.9%	\$309,239	\$302,396	97.8%
Non Departmental	\$184,019	\$142,216	77.3%	\$242,961	\$271,656.07	111.8%
Debt Service Transfer	\$1,131,077	\$1,131,077	100.0%	\$500,276	\$500,276	100.0%
<b>Total Expenditures</b>	<b>\$7,577,953</b>	<b>\$7,157,470</b>	<b>94.5%</b>	<b>\$7,834,529</b>	<b>\$7,113,357</b>	<b>90.8%</b>
<b>Transfers Out</b>	<b>\$365,536</b>	<b>\$365,536</b>	<b>100.0%</b>	<b>\$365,536</b>	<b>\$365,536.00</b>	<b>100.0%</b>
<b>Capital Outlay - Other Equip</b>						
Water Rate Study			0.0%	16,000	\$4,964.90	31.0%
Side by Side for Inspections			0.0%	23,500	\$18,159.40	77.3%
W&S-Constr Inspect Veh			0.0%	43,000	\$55,961.04	130.1%
Vehicle Replacement Fund	68,000	63,854	93.9%	68,000	\$0.00	0.0%
Northern Basin Interceptor Eng	100,000	\$71,179	71.2%	80,000	\$25,974.05	32.5%
Lift Station Condition Assessment	110,000	\$25,465	23.2%	110,000	\$25,448.00	23.1%
Water & Sewer Master Plan			0.0%	160,000	\$0.00	0.0%
East Malloy Bridge Rd Sewer Relocation				200,000	\$8,000.00	4.0%
Ard Rd Pump Station Upgrade				1,154,283	\$1,492,746.80	
Cityworks System	18,925		0.0%			0.0%
Open Gov Software Support	30,833	\$6,857	22.2%			0.0%
EPA Mandates	20,200		0.0%			0.0%
Capital Projects	1,000,000	\$91,331	9.1%			0.0%
Jetter Trailer	\$82,526	\$85,385	103.5%			0.0%
Dump Trailer	\$17,560	\$10,560	60.1%			0.0%
Blue Diamond boom mower w/82" grapple attachment	\$29,786	\$25,951	87.1%			0.0%



### Water Revenue as a % of Budget 100% of the Fiscal Year



### Sewer Revenue as a % of Budget 100% of the Fiscal Year



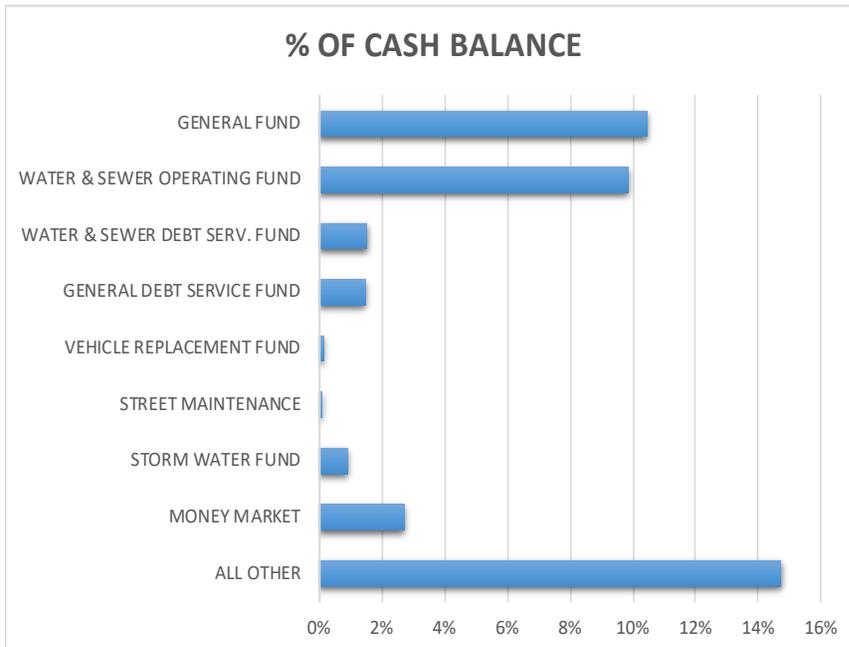
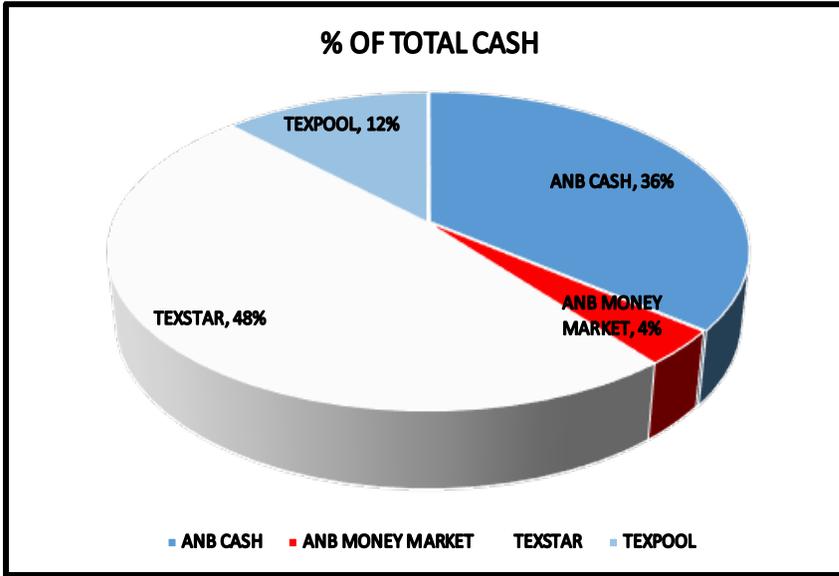


**CITY OF SEAGOVILLE  
CASH REPORT  
4th QUARTER FY 2024**

Bank Acct#	Bank Account Name	ACCT BALANCE AS OF JUN 30, 2024	CHANGES	ACCT BALANCE AS OF SEP 30, 2024
*5157	GENERAL FUND MONEY MARKET ACCT	515,253.49	3,205.69	518,459.18
*5181	W&S MONEY MARKET ACCT	533,924.27	3,321.85	537,246.12
800008997	ANB Group Insurance Trust Bank	0.15	0.07	0.22
800000838	ANB PAYROLL FUND	32,130.83	375.83	32,506.66
4600130068	ANB ROOF	32,724.67	0.83	32,725.50
4600016705	ANB PEG	130,765.47	3.29	130,768.76
800007205	ANB PRIMARY	9,583,483.10	924,573.31	10,508,056.41
800013104	ANB ANIMAL SHELTER OPERATIONS	12,394.77	595.72	12,990.49
<b>TOTALS</b>	<b>CASH ACCOUNTS</b>	<b>10,840,676.75</b>	<b>932,076.59</b>	<b>11,772,753.34</b>
572915620	TEXSTAR- FY 2015 BONDS	162,461.73	(158,078.74)	4,382.99
572920190	TEXSTAR- 2019 BONDS	108.06	1.61	109.67
572920210	TEXSTAR- 2021 NEW POLICE STATION	3,415,726.43	(1,581,570.58)	1,834,155.85
572920211	TEXSTAR- 2021 CLFRF	4,376,674.90	(4,325,014.48)	51,660.42
572920230	TEXSTAR- 2023 BONDS	4,545,994.56	(765,284.82)	3,780,709.74
572911110	TEXSTAR-GENERAL FUND	4,301,750.45	57,145.27	4,358,895.72
572910310	TEXSTAR-WATER AND SEWER FUND	3,789,637.33	50,342.27	3,839,979.60
572920240	TEXSTAR-2024 SPECIAL PURPOSE FUND	1,520,824.94	(978,371.04)	542,453.90
449/1291300001	TEXPOOL-GENERAL FUND	1,752,436.84	23,339.46	1,775,776.30
449/1291300003	TEXPOOL-WATER AND SEWER	1,483,396.63	19,756.30	1,503,152.93
449/1291300004	TEXPOOL-WATER DEPOSIT FUND	356,838.29	4,752.46	361,590.75
449/1291300006	TEXPOOL-GOVT DEBT SVC	12,899.59	171.77	13,071.36
449/1291300007	TEXPOOL-WATER AND SEWER DEBT SVC	59,006.61	785.90	59,792.51
<b>TOTALS</b>	<b>INVESTMENT ACCOUNTS</b>	<b>25,777,756.36</b>	<b>(7,652,024.62)</b>	<b>18,125,731.74</b>
<b>GRAND TOTAL</b>		<b>\$ 36,618,433.11</b>	<b>\$ (6,719,948.03)</b>	<b>\$ 29,898,485.08</b>



BANK	% OF TOTAL CASH
ANB CASH	36%
ANB MONEY MARKET	4%
TEXSTAR	48%
TEXPOOL	12%





**CITY OF SEAGOVILLE, TEXAS**  
**QUARTERLY FINANCIALS AND INVESTMENT REPORT**  
**Investment Officers Signature Page**  
**Quarter Ending September 30, 2024**

This report is in compliance with the investment strategy as established in the City's Investment Policy and the Public Funds Investment Act, Chapter 2256, Texas Government Code.

**Prepared on: December 09, 2024**

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Lackey Stepper Sebastian, Mayor

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Pat Stallings, City Manager

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Gail French, Director of Finance



TO: Mayor and City Council  
FROM: Mamata Bhandari, Director of Health Services  
DATE: December 16, 2024  
ITEM: 3  
DESCRIPTION: Receive a presentation regarding Frontier Waste Solutions service rate.

---

**INTRODUCTION**

Receive a presentation regarding solid waste service rates and comparison to the Consumer Price Index (CPI).

**BACKGROUND**

Per Solid Waste Collection and Disposal Agreement dated 8.19.2022, between Frontier Waste and City of Seagoville, per section 5.2. Modification of Rates, Base rate adjustment per CPI.

**FINANCIAL IMPACT**

Increase in rates based on the difference between the CPI in September 2023 and September 2024. The difference in the CPI is 3.80% which is the latest available CPI-U, Garbage and Trash matrix. The price change will be effective from February 1, 2025.

**ATTACHMENTS**

1. Rate Sheet Information
2. CPI for All Urban Consumers (CPI-U)

**City of Seagoville Trash Rate Increase**  
**Effective Date: February 1, 2025**

<b>CPI Current (09/2024)</b>	<b>619.64</b>
<b>CPI Former (09/2023)</b>	<b>596.99</b>
<b>CPI Variance</b>	<b>22.65</b>
<b>CPI Adjustment %</b>	<b>3.80%</b>

**3.80% Total Increase**

**Current Handload Rates**

Residential	\$ 15.62
Senior	\$ 13.49
Addtl MSW Cart	\$ 7.45
Addtl Rcy Cart	\$ 3.19
Commercial	\$ 22.34
Addtl Comm Cart	\$ 14.90

**New Handload Rates**

Residential	\$ 0.59	\$ 16.21
Senior	\$ 0.51	\$ 14.00
Addtl MSW Cart	\$ 0.28	\$ 7.73
Addtl Rcy Cart	\$ 0.12	\$ 3.31
Commercial	\$ 0.85	\$ 23.19
Addtl Comm Cart	\$ 0.57	\$ 15.47

**Frontload containers monthly rates**

	1x	2x	3x	4x	5x	6x	Extra
2 Yard	\$ 72.18	\$ 127.85	\$ 206.27	\$ 269.94			\$ 29.79
3 Yard	\$ 86.61	\$ 169.13	\$ 228.96	\$ 330.02			\$ 41.50
4 Yard	\$ 98.98	\$ 208.32	\$ 321.75	\$ 418.69	\$ 519.76		\$ 51.07
6 Yard	\$ 148.49	\$ 299.06	\$ 400.86	\$ 515.61	\$ 651.10	\$ 762.94	\$ 63.84
8 Yard	\$ 179.61	\$ 325.74	\$ 515.61	\$ 680.63	\$ 876.58	\$ 1,038.11	\$ 74.48
6 yd Comp	\$ 345.53	\$ 691.07	\$ 1,036.60	\$ 1,383.09	\$ 1,727.67	\$ 2,073.20	\$ 106.40

**New Frontload containers monthly rates**

	1x	2x	3x	4x	5x	6x	Extra
2 Yard	\$ 76.80	\$ 136.03	\$ 219.47	\$ 287.22			\$ 31.70
3 Yard	\$ 92.15	\$ 179.95	\$ 243.61	\$ 351.14			\$ 44.16
4 Yard	\$ 105.31	\$ 221.65	\$ 342.34	\$ 445.49	\$ 553.02		\$ 54.34
6 Yard	\$ 157.99	\$ 318.20	\$ 426.52	\$ 548.61	\$ 692.77	\$ 811.77	\$ 67.93
8 Yard	\$ 191.11	\$ 346.59	\$ 548.61	\$ 724.19	\$ 932.68	\$ 1,104.55	\$ 79.25
6 yd Comp	\$ 367.64	\$ 735.30	\$ 1,102.94	\$ 1,471.61	\$ 1,838.24	\$ 2,205.88	\$ 113.21

**Current Roll-off**

	Delivery	Daily Rental	Haul Rate	Disposal per Ton
20 yard	\$ 106.40	\$ 6.92	\$ 292.60	\$ 42.56
30 yard	\$ 106.40	\$ 6.92	\$ 292.60	\$ 42.56
40 yard	\$ 106.40	\$ 6.92	\$ 292.60	\$ 42.56
30 SC	Negotiable	\$ 308.56	\$ 42.56	
35 SC	Negotiable	\$ 308.56	\$ 42.56	
40 yd Receiving Container	\$ 266.00	NA	\$ 308.56	\$ 42.56

**New Roll-off Rates**

	Delivery	Daily Rental	Haul Rate	Disposal per Ton
20 yard	\$ 110.44	\$ 7.18	\$ 303.72	\$ 44.18
30 yard	\$ 110.44	\$ 7.18	\$ 303.72	\$ 44.18
40 yard	\$ 110.44	\$ 7.18	\$ 303.72	\$ 44.18
30 SC	Negotiable	\$ 320.29	\$ 44.18	
35 SC	Negotiable	\$ 320.29	\$ 44.18	
40 yd Receiving Container	\$ 276.11	NA	\$ 320.29	\$ 44.18

**Miscellaneous Fees**

**Fee**

Casters	\$ 5.32
Locks	\$ 5.32
Enclosures	\$ 2.66
Relocate/Block Fee Per Service	\$ 79.80
Brush per Weekly Service Day (Max 15 Tons)	\$ 2,000.00
Brush per Additional Service Hour	\$ 140.00
Wash Out Per Service	\$ 372.40
Rate per hr Unusual Accumulation	\$ 133.00
Disposal per yard Unusual Accumulation	\$ 10.64

**New Miscellaneous Fees**

**Fee**

Casters	\$ 5.52
Locks	\$ 5.52
Enclosures	\$ 2.76
Relocate/Block Fee Per Service	\$ 82.83
Brush per Weekly Service Day (Max 15 Tons)	\$ 2,076.00
Brush per Additional Service Hour	\$ 145.32
Wash Out Per Service	\$ 386.55
Rate per hr Unusual Accumulation	\$ 138.05
Disposal per yard Unusual Accumulation	\$ 11.04

**Disaster Management Rates**

**Fee**

Rate per Hour Rolloff and Container	\$ 106.40
Rate per Hour Grapple	\$ 106.40
Rate per Hour Rearload Truck and Crew	\$ 133.00
Disposal Fee per ton collected	\$ 31.92

**Disaster Management Rates**

**Fee**

Rate per Hour Rolloff and Container	\$ 110.44
Rate per Hour Grapple	\$ 110.44
Rate per Hour Rearload Truck and Crew	\$ 138.05
Disposal Fee per ton collected	\$ 33.13

# Databases, Tables & Calculators by Subject

Data extracted on: December 10, 2024 (10:39:48 AM)

## Consumer Price Index for All Urban Consumers (CPI-U)

**Series Id:** CUUR0000SEHG02

Not Seasonally Adjusted

**Series Title:** Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted

**Area:** U.S. city average

**Item:** Garbage and trash collection

**Base:** DECEMBER 1983=100

**Period:**

### Download:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HAL F1	HAL F2
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164	580.042	598.646
2024	606.773	610.551	610.015	611.073	609.538	611.946	614.089	615.880	619.640	621.632			609.983	

### 12-Month Percent Change

**Series Id:** CUUR0000SEHG02

Not Seasonally Adjusted

**Series Title:** Garbage and trash collection in U.S. city average, all urban consumers, not seasonally adjusted

**Area:** U.S. city average

**Item:** Garbage and trash collection

**Base:** DECEMBER 1983=100

**Period:**

### Download:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2023	7.0	6.9	6.7	6.9	7.9	7.7	8.8	8.9	6.9	6.5	6.7	6.5	7.2	7.4
2024	6.4	6.1	5.8	5.3	3.8	3.8	3.0	3.1	3.8	4.0			5.2	

(Sep2024)619.640-

(Sep2023)596.997=22.643

22.643/596.997=.0379

3.80%



TO: Mayor and City Council  
FROM: Bill Medina, Director of Community Development  
DATE: December 16, 2024  
ITEM: 3  
DESCRIPTION: Receive a presentation and discuss the use of golf carts within city limits.

---

### **INTRODUCTION**

Staff has been asked to examine an ordinance which would allow for the use of golf carts under Seagoville's Traffic Code. State law allows cities to adopt certain regulations that allow expanded use of golf carts beyond the use which would otherwise be allowed by state law (limited to daytime use and use within 5 miles of the place where the golf cart is housed).

Included in this report is a copy of the recently adopted City of McKinney ordinance which permits the use of golf carts day or night and at any place within the City so long as the usage otherwise complies with State law, particularly with regard to equipment required for the golf carts.

### **RECOMMENDATION**

Staff is seeking direction from City Council regarding potential regulations.

### **ATTACHMENTS**

1. City of McKinney Ordinance 24-2188
2. Texas Transportation Code Section 547.703
3. Texas Transportation Code Section 551.401 - 405
4. Texas Transportation Code Section 601.051 - 052

**ORDINANCE NO. 2024-11-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MCKINNEY, TEXAS, BY AMENDING CHAPTER 62, "MOTOR VEHICLES AND TRAFFIC," BY ADDING A NEW ARTICLE XVI, ENTITLED "GOLF CARTS," TO ALLOW FOR THE OPERATION OF GOLF CARTS ON CERTAIN PUBLIC STREETS WITHIN CITY LIMITS; PROVIDING A PENALTY; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City of McKinney, Texas (the "City") is a Home Rule City possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of the Texas Local Government Code, and the City's Home Rule Charter; and

**WHEREAS**, Section 551.404 of the Transportation Code authorizes a municipality to allow for the operation of golf carts on certain highways and streets that are located within a municipality's corporate boundaries and have a speed limit of not more than 35 miles per hour; and

**WHEREAS**, the City Council of the City of McKinney, Texas ("City Council") believes that the operation of golf carts on certain streets within the City's corporate boundaries should be permitted in accordance with state law; and

**WHEREAS**, the City Council finds that the adoption of this ordinance is in the best interest of the health, safety and welfare of the citizens of the City.

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

Section 1. All of the above premises are found to be true and correct legislative determinations and are hereby incorporated into the body of this Ordinance as if copied in their entirety.

Section 2. From and after the effective date of this Ordinance, Chapter 62, "Motor Vehicles and Traffic," of the Code of Ordinances of the City of McKinney, Texas, is hereby amended by adding a new Article XVI, entitled "Golf Carts" to hereafter read as follows:

**"ARTICLE XVI. - GOLF CARTS**

**Sec. 62-900. - Definitions.**

(a) *Golf Cart* shall have the meaning assigned to it by Texas Transportation Code § 551.401, as amended.

- (b) *Highway* shall have the meaning assigned to it by Texas Transportation Code § 541.302(5), as amended.

**Sec. 62-901. - Operations authorized in certain areas.**

- (a) In addition to the operation authorized by Texas Transportation Code § 551.403, as amended, an operator may operate a golf cart on all or part of a street or highway that:
  - i. is in the corporate boundaries of the City of McKinney; and
  - ii. has a posted speed limit of not more than 35 miles per hour.
- (b) A golf cart operated pursuant to this article shall have all such equipment required under state law, including Texas Transportation Code § 551.4041, as amended.”

Section 3. Any person, firm or corporation violating or failing to comply with any of the provisions of this Ordinance shall be subject to the penalty provisions set forth in Section 1-18 of the City’s Code of Ordinances; and each and every day such violation or failure to comply shall continue shall be deemed to constitute a separate offense.

Section 4. This Ordinance shall be cumulative of all other ordinances of the City and shall not repeal any of the provisions of said ordinances except in those instances where provisions of those ordinances are in direct conflict with the provisions of this Ordinance and such ordinances shall remain intact and are hereby ratified, verified and affirmed.

Section 5. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 6. The Caption of this ordinance shall be published one (1) time in a newspaper having general circulation in the City of McKinney, Texas and shall be effective immediately upon its passage and publication.

**PASSED, APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MCKINNEY, TEXAS, ON THIS 5<sup>TH</sup> DAY OF NOVEMBER, 2024.**

CITY OF MCKINNEY, TEXAS

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GEORGE C. FULLER, Mayor

ATTEST:

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EMPRESS DRANE, City Secretary  
TENITRUS BETHEL, Deputy City Secretary

APPROVED AS TO FORM:

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MARK S. HOUSER, City Attorney

Sec. 547.703. ADDITIONAL EQUIPMENT REQUIREMENTS FOR SLOW-MOVING VEHICLES. (a) Except as provided by Subsection (b), a slow-moving vehicle shall display a slow-moving-vehicle emblem that:

(1) has a reflective surface designed to be clearly visible in daylight or at night from the light of standard automobile headlamps at a distance of at least 500 feet;

(2) is mounted base down on the rear of the vehicle and at a height that does not impair the visibility of the emblem; and

(3) is maintained in a clean, reflective condition.

(b) Subsection (a) does not apply to a vehicle that is used in construction or maintenance work and is traveling in a construction area that is marked as required by the Texas Transportation Commission.

(c) If a motor vehicle displaying a slow-moving-vehicle emblem tows machinery, including an implement of husbandry, and the visibility of the emblem is not obstructed, the towed unit is not required to display a slow-moving-vehicle emblem.

(d) A golf cart, neighborhood electric vehicle, or off-highway vehicle that is operated at a speed of not more than 25 miles per hour is required to display a slow-moving-vehicle emblem when it is operated on a highway.

(e) Repealed by Acts 2009, 81st Leg., R.S., Ch. 1136, Sec. 12(2), eff. September 1, 2009.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. [2553](#)), Sec. 9, eff. September 1, 2009.

Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. [2553](#)), Sec. 12(2),

eff. September 1, 2009.

Acts 2019, 86th Leg., R.S., Ch. 809 (H.B. [2290](#)), Sec. 1, eff.  
September 1, 2019.

Acts 2019, 86th Leg., R.S., Ch. 860 (H.B. [2837](#)), Sec. 6, eff.  
September 1, 2019.

Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. [1548](#)), Sec. 13,  
eff. June 14, 2019.

Sec. 551.353. APPLICATION OF SUBCHAPTER TO POCKET BIKE OR MINIMOTORBIKE. This subchapter may not be construed to authorize the operation of a pocket bike or minimotorbike on any:

- (1) highway, road, or street;
- (2) path set aside for the exclusive operation of bicycles; or
- (3) sidewalk.

Transferred and redesignated from Transportation Code, Section 551.304 by Acts 2011, 82nd Leg., R.S., Ch. 91 (S.B. 1303), Sec. 27.001(64), eff. September 1, 2011.

#### SUBCHAPTER F. GOLF CARTS

Sec. 551.401. DEFINITION. In this subchapter, "golf cart" means a motor vehicle designed by the manufacturer primarily for use on a golf course.

Added by Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. 2553), Sec. 10, eff. September 1, 2009.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1296 (H.B. 2357), Sec. 239, eff. January 1, 2012.

Acts 2017, 85th Leg., R.S., Ch. 1052 (H.B. 1956), Sec. 22(1), eff. September 1, 2017.

Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 16, eff. June 14, 2019.

Sec. 551.402. REGISTRATION NOT AUTHORIZED; LICENSE PLATES.

(a) The Texas Department of Motor Vehicles may not register a golf cart for operation on a highway regardless of whether any alteration has been made to the golf cart.

(b) A person may operate a golf cart on a highway in a manner authorized by this subchapter only if the vehicle displays a license plate issued under this section.

(c) The Texas Department of Motor Vehicles:

(1) shall by rule establish a procedure to issue license plates for golf carts; and

(2) may charge a fee not to exceed \$10 for the cost of the license plate, to be deposited to the credit of the Texas Department of Motor Vehicles fund.

(d) A golf cart license plate does not expire. A person who becomes the owner of a golf cart for which the previous owner obtained a license plate may not use the previous owner's license plate.

Added by Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. 2553), Sec. 10, eff. September 1, 2009.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 877 (H.B. 719), Sec. 1, eff. June 14, 2013.

Acts 2013, 83rd Leg., R.S., Ch. 1135 (H.B. 2741), Sec. 95, eff. September 1, 2013.

Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 17, eff. June 14, 2019.

Sec. 551.403. OPERATION AUTHORIZED IN CERTAIN AREAS. (a) An operator may operate a golf cart:

(1) in a master planned community:

(A) that is a residential subdivision as defined by Section 209.002(9), Property Code, or has in place a uniform set of restrictive covenants; and

(B) for which a county or municipality has approved one or more plats;

(2) on a public or private beach that is open to vehicular traffic; or

(3) on a highway for which the posted speed limit is not more than 35 miles per hour, if the golf cart is operated:

(A) during the daytime; and

(B) not more than five miles from the location where the golf cart is usually parked and for transportation to or from a golf course.

(b) Notwithstanding Section 551.402(b), a person may operate a golf cart in a master planned community described by Subsection (a) without a golf cart license plate on a highway for which the posted speed limit is not more than 35 miles per hour,

including through an intersection of a highway for which the posted speed limit is more than 35 miles per hour.

Added by Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. 2553), Sec. 10, eff. September 1, 2009.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 18, eff. June 14, 2019.

Acts 2021, 87th Leg., R.S., Ch. 652 (H.B. 1281), Sec. 1, eff. June 15, 2021.

Sec. 551.4031. PROHIBITION OF OPERATION ON HIGHWAY BY MUNICIPALITY, COUNTY, OR DEPARTMENT. (a) A county or municipality may prohibit the operation of a golf cart on a highway under Section 551.403 if the governing body of the county or municipality determines that the prohibition is necessary in the interest of safety.

(b) The Texas Department of Transportation may prohibit the operation of a golf cart on a highway under Section 551.403 if the department determines that the prohibition is necessary in the interest of safety.

Added by Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 18, eff. June 14, 2019.

Amended by:

Acts 2021, 87th Leg., R.S., Ch. 652 (H.B. 1281), Sec. 2, eff. June 15, 2021.

Sec. 551.404. OPERATION ON HIGHWAY AUTHORIZED BY MUNICIPALITY OR CERTAIN COUNTIES. (a) In addition to the operation authorized by Section 551.403, the governing body of a municipality may allow an operator to operate a golf cart on all or part of a highway that:

(1) is in the corporate boundaries of the municipality; and

(2) has a posted speed limit of not more than 35 miles per hour.

(b) In addition to the operation authorized by Section 551.403, the commissioners court of a county described by

Subsection (c) may allow an operator to operate a golf cart on all or part of a highway that:

(1) is located in the unincorporated area of the county; and

(2) has a speed limit of not more than 35 miles per hour.

(c) Subsection (b) applies only to a county that:

(1) borders or contains a portion of the Red River; or

(2) borders the Gulf of Mexico and has a population of less than 500,000.

Added by Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. 2553), Sec. 10, eff. September 1, 2009.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1296 (H.B. 2357), Sec. 241, eff. January 1, 2012.

Acts 2013, 83rd Leg., R.S., Ch. 877 (H.B. 719), Sec. 2, eff. June 14, 2013.

Acts 2017, 85th Leg., R.S., Ch. 171 (H.B. 2968), Sec. 1, eff. May 26, 2017.

Acts 2017, 85th Leg., R.S., Ch. 1052 (H.B. 1956), Sec. 2, eff. September 1, 2017.

Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 19, eff. June 14, 2019.

Acts 2021, 87th Leg., R.S., Ch. 652 (H.B. 1281), Sec. 3, eff. June 15, 2021.

Sec. 551.4041. EQUIPMENT. A golf cart operated under Section 551.404 must have the following equipment:

(1) headlamps;

(2) taillamps;

(3) reflectors;

(4) parking brake; and

(5) mirrors.

Added by Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. 1548), Sec. 19, eff. June 14, 2019.

Sec. 551.405. CROSSING INTERSECTIONS. A golf cart may

cross a highway at an intersection, including an intersection with a highway that has a posted speed limit of more than 35 miles per hour.

Added by Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. [2553](#)), Sec. 10, eff. September 1, 2009.

Amended by:

Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. [1548](#)), Sec. 20, eff. June 14, 2019.

Sec. 551.451. DEFINITIONS. In this subchapter:

(1) Repealed by Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. [1548](#)), Sec. 41(3), eff. June 14, 2019.

(2) "Golf cart" has the meaning assigned by Section [551.401](#).

SUBCHAPTER C. FINANCIAL RESPONSIBILITY; REQUIREMENTS

Sec. 601.051. REQUIREMENT OF FINANCIAL RESPONSIBILITY. A person may not operate a motor vehicle in this state unless financial responsibility is established for that vehicle through:

(1) a motor vehicle liability insurance policy that complies with Subchapter D;

(2) a surety bond filed under Section 601.121;

(3) a deposit under Section 601.122;

(4) a deposit under Section 601.123; or

(5) self-insurance under Section 601.124.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995.

Sec. 601.052. EXCEPTIONS TO FINANCIAL RESPONSIBILITY REQUIREMENT. (a) Section 601.051 does not apply to:

(1) the operation of a motor vehicle that:

(A) is a former military vehicle or is at least 25 years old;

(B) is used only for exhibitions, club activities, parades, and other functions of public interest and not for regular transportation; and

(C) for which the owner files with the department an affidavit, signed by the owner, stating that the vehicle is a collector's item and used only as described by Paragraph (B);

(2) a neighborhood electric vehicle that is operated only as authorized by Section 551.304;

(2-a) a golf cart that is operated only as authorized by Section 551.403;

(2-b) an off-highway vehicle that is operated only as authorized by Subchapter C, Chapter 551A, or Section 551A.055 of this code or Chapter 29, Parks and Wildlife Code; or

(3) a volunteer fire department for the operation of a motor vehicle the title of which is held in the name of a volunteer fire department.

(b) Subsection (a)(3) does not exempt from the requirement of Section 601.051 a person who is operating a vehicle described by that subsection.

(c) In this section:

(1) "Former military vehicle" has the meaning assigned by Section 504.502(i).

(2) "Volunteer fire department" means a company, department, or association that is:

(A) organized in an unincorporated area to answer fire alarms and extinguish fires or to answer fire alarms, extinguish fires, and provide emergency medical services; and

(B) composed of members who:

(i) do not receive compensation; or

(ii) receive only nominal compensation.

Acts 1995, 74th Leg., ch. 165, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 165, Sec. 30.127(a), eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 896, Sec. 3, eff. Sept. 1, 1997.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1136 (H.B. [2553](#)), Sec. 11, eff. September 1, 2009.

Acts 2011, 82nd Leg., R.S., Ch. 91 (S.B. [1303](#)), Sec. 24.016, eff. September 1, 2011.

Acts 2013, 83rd Leg., R.S., Ch. 1135 (H.B. [2741](#)), Sec. 96, eff. September 1, 2013.

Acts 2019, 86th Leg., R.S., Ch. 1233 (H.B. [1548](#)), Sec. 39, eff. June 14, 2019.



TO: Mayor and City Council  
FROM: Sara Egan, City Secretary  
DATE: December 16, 2024  
ITEM: 13  
DESCRIPTION: Consider approving the City Council meeting minutes: December 2, 2024.

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**RECOMMENDATION**

Recommend approval of the meeting minutes.

**ATTACHMENTS**

1. December 2, 2024 Minutes



# City of Seagoville

## Meeting Minutes

### City Council

City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159

Monday, December 2, 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, December 2, 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**

**2. Receive an update related to parks.**

Director of Public Works Chris Ryan briefed City Council on park related projects from 2023 to present. He provided an outline of overall expenditures.

**3. Discuss Regular Session agenda items.**

There were no questions on Regular Session agenda items.

**4. Adjourn**

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

#### **REGULAR SESSION – 7:00 PM**

**5. Call to Order**

Mayor Sebastian called the Regular Session to order at 7:00 p.m.

**6. Invocation**

Councilmember Magill led the invocation.

**7. Pledge of Allegiance**

City Council led the pledge of allegiance.

**8. Mayor's Report**

- Join us at the annual Tree Lighting on Thursday (Dec. 5) from 6:15 p.m. to 8:15 p.m. at Bruce Central Park and meet Santa and Mrs. Claus.
- The Federal Aviation Administration is currently accepting comments by the public on the Draft Supplemental Environmental Assessment for Wing Aviation, LLC on proposed package delivery operations in DFW.  
For more information the notice is posted at City Hall in English and Spanish or visit the FAA website [faa.gov](http://faa.gov) and select Drones – Advanced Operations.
- Two Special Reminders:
  - City Hall will be closed for the holiday December 25-26.
  - The January water bills will be available one week later than usual due to a software conversion. We appreciate your patience with this project.

## 9. Citizen's Comments

There were no speakers.

## Consent Agenda

Councilmember Magill made a motion to approve the Consent Agenda items 10-11, seconded by Councilmember Howard. The motion passed unanimously (5/0).

### 10. Consider approving the City Council meeting minutes: November 18, 2024.

### 11. Consider a Resolution authorizing the City Manager to enter into the Kroger Texas Opioid Settlement and authorizing the submission of the Texas Settlement Subdivision Participation and Release Form regarding the Kroger Texas Opioid Settlement Agreement and full release of all claims.

Resolution No. 2024-109

## Regular Agenda

### 12. FIRST READING: Discuss and consider a Resolution approving and ratifying the Purchase and Sale Agreement by and between Tomaino Properties, LP and the Seagoville Economic Development Corporation (SEDC) for the purchase by the SEDC of the real property and improvements described as an approximately 0.185 acre tract 22 out of the Henry D. Bohannon Survey, Abstract 178, Page 105, City of Seagoville, Dallas County, Texas and being commonly known as 202 N. Kaufman Street; and authorizing and ratifying execution of the agreement by the SEDC Executive Director.

Mayor Sebastian read item 12 into the record.

### 13. Discuss and consider designating Thursday, January 2, 2025, as a staff holiday.

Mayor Sebastian stated this item was requested by Councilmember Hernandez for discussion and consideration.

Councilmember Hernandez made a motion to approve item 13, seconded by Councilmember Grimes. The motion passed unanimously (5/0).

### 14. Discuss and consider a Resolution authorizing the purchase from Stryker of Two Lifepak 15 Monitors utilizing Sourcewell Purchasing Contract for a purchase price not to exceed one hundred forty thousand eight hundred seventy-four dollars and sixty-two cents (\$140,874.62) and; authorizing the City Manager to execute any documents necessary for said transaction and purchase.

Fire Chief Todd Gilcrease briefed City Council on the purchase and introduced a representative from Stryker Mr. Michael Secord.

Mr. Secord explained that Lifepak 15 monitor/defibrillator is a complete acute cardiac care response system designed for basic life support and advanced life support patient management protocols.

Chief Gilcrease stated they will be designated to each apparatus for improved medical services. This is to approve the purchase of the Lifepaks now, the actual payment would be in the next fiscal budget. The warranty coverage is for the entire lifespan of the equipment which is eight years.

Councilmember Hernandez made a motion to approve item 14, seconded by Councilmember Grimes. The motion passed unanimously (5/0).

Resolution No. 2024-110

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

Director of Economic Development Kirk McDaniel briefed the City Council to move forward with rejecting the bids for this project.

Councilmember Magill made a motion to reject all bids and not approve the contract for Project #BP-001, seconded by Councilmember Epps. The motion passed unanimously (5/0).

- 16. SECOND READING: Discuss and consider a Resolution approving and ratifying the Purchase and Sale Agreement by and between Tomaino Properties, LP and the Seagoville Economic Development Corporation (SEDC) for the purchase by the SEDC of the real property and improvements described as an approximately 0.185 acre tract 22 out of the Henry D. Bohannon Survey, Abstract 178, Page 105, City of Seagoville, Dallas County, Texas and being commonly known as 202 N. Kaufman Street; and authorizing and ratifying execution of the agreement by the SEDC Executive Director.**

Mr. McDaniel briefed City Council that SEDC authorized a purchase and sale agreement regarding property located at 202 N. Kaufman Street. Staff worked with the current property owner to negotiate a purchase and sale agreement and begin the inspection period. During this period, staff commissioned an appraisal, and an asbestos survey of the property. The appraisal indicated a market value of four hundred and seventy thousand dollars (\$470,000) for the property. The agreed upon purchase price for the property was two hundred thirty seven thousand five hundred dollars (\$237,500). The asbestos survey found one positive result from floor panels in the old vault. It is currently estimated to cost less than \$3,000 to abate the asbestos.

Councilmember Magill made a motion to approve item 16, seconded by Councilmember Hernandez. The motion passed unanimously (5/0).

Resolution No. 2024-111

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

There were no items of community interest.

Mayor Sebastian recessed the Regular Session at 7:18 p.m.

### **EXECUTIVE SESSION**

- 18. The City Council will convene into closed Executive Session pursuant to Texas Government Code section 551.071 Consultation with Attorney: To seek legal advice related to amending the Comprehensive Zoning Ordinance.**

Mayor Sebastian adjourned the Executive Session at 7:36 p.m.

### **REGULAR SESSION**

Mayor Sebastian reconvened the Regular Session at 7:37 p.m.

- 19. Take any necessary action as a result of the Executive Session.**

There was no action taken.

- 20. Discuss future agenda items.**

There were no future agenda items.

- 21. Adjourn**

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

APPROVED:

ATTEST:

\_\_\_\_\_  
Lackey Stepper Sebastian, Mayor

\_\_\_\_\_  
Sara Egan, City Secretary



TO: Mayor and City Council  
FROM: Chris Ryan, Director of Public Works  
DATE: December 16, 2024  
ITEM: 14  
DESCRIPTION: Consider a Resolution authorizing the purchase of water meters from Aqua Metric Sales Company in an amount not to exceed, one hundred one seventy-four thousand eight hundred eighty-eight dollars and eighty-five cents (\$174,888.85); and authorizing the City Manager to execute any documents necessary for the purchase.

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### **INTRODUCTION**

The purpose of this item is for the purchase of water meters.

### **BACKGROUND**

The stock of water meters is currently depleted from the number new lots throughout the city. In order for staff to be efficient in their daily job and keep up with building, our stock of water meters will need to be replenished.

### **FINANCIAL IMPACT**

FY2024 budget.

### **RECOMMENDATION**

Staff recommends approval.

### **ATTACHMENTS**

1. Resolution
2. Quote

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS  
RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE PURCHASE OF WATER METERS FROM AQUA METRIC SALES COMPANY IN AN AMOUNT NOT TO EXCEED, ONE HUNDRED SEVENTY FOUR THOUSAND EIGHT HUNDRED EIGHTY EIGHT DOLLARS AND EIGHTY FIVE CENTS (\$174,888.85); AUTHORIZING THE CITY MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY FOR THE PURCHASE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Seagoville has entered into an interlocal agreement with the Houston-Galveston Area Council (“HGACBuy”) under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code, under which HGACBuy acts as purchasing agent for the purchase of various goods and services through the competitive bidding process, providing access to volume purchasing and discounts; and

**WHEREAS**, HGACBuy identifies Aqua Metric Sales Company (“Aqua Metric”) as a local distributor, installer and provider of technical support for the Automated Meter Reading (AMR) or Advanced Metering Infrastructure (AMI) system implementation; and

**WHEREAS**, City desires to purchase water meters from Aqua Metric, as more fully described in Exhibit “A” attached hereto; and

**WHEREAS**, the City Council for the City of Seagoville, Texas has determined it to be in the best interest of the City to authorize the City Manager to execute the Agreement attached hereto as Exhibit “A” and any other documents necessary to secure the purchase of water meters from Aqua Metric for described in Exhibit “A” including purchase of equipment and technical support related thereto.

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

**SECTION 1.** The City Council hereby approves the purchase water meters from Aqua Metric Sales Company described in Exhibit “A” to this Resolution, including purchase of equipment and technical support related thereto for an amount not to exceed One Seventy Four Thousand Eight Hundred Eighty Eight Dollars and eighty five Cents (\$174,888.85), and to and hereby authorizes the City Manager to execute said Agreement.

**SECTION 2.** Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

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

**SECTION 4.** This resolution shall take effect immediately from and after its passage and it is accordingly resolved.

**DULY PASSED AND APPROVED** by the City Council of the City of Seagoville, Texas, this the 16th day of December, 2024.

**APPROVED:**

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Lackey Stepper Sebastian, Mayor

**ATTEST:**

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Sara Egan, City Secretary

**APPROVED AS TO FORM:**

---

Victoria Thomas, City Attorney



**Aqua-Metric Sales Company**

Kelsey VanCleave  
16914 Alamo Pkwy Bldg 2 | SELMA, TX 78154-1492  
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

Quote for: City of Seagoville

Attention:

Address: Attn: Accounts Payable, 702 N Highway 175

City, State, Zip: Seagoville, TX 75159-1774

Phone: (972) 287-050

Email: cryan@seagoville.us

Quantity		Description		Unit Price	Line Total
1	EA	OMNIC4	4" OMNI C2 8 WHL USG	3,339.14	3,339.14
8	EA	OMNIR11-2	1 1/2" OMNI R2 8 WHL USG	612.25	4,898.00
18	EA	OMNIR2	2" OMNI R2 8 WHL USG	859.04	15,462.72
18	EA	S502TR	1" SR II TR/PL 8 WHL USG	244.13	4,394.34
489	EA	S202TR	5/8"x3/4" SR II TR/PL 8WHL USG	148.65	72,689.85
440	EA	MXU520MSP	MXU 520 M SINGLE PORT T/C	168.42	74,104.80

This quote for the product and services named above is subject to the following terms:

- All quotes are subject to the Aqua-Metric Terms of Sales.
- Quote is valid for thirty days.
- If modifications in materials, labor or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
- Freight allowed on single Sensus orders exceeding \$80,000.00.
- Net Thirty Days to Pay.
- Returned product may be subject to a 25% restocking fee
- Sales Tax and/or Freight charges are approximated and may vary on final invoice.

Subtotal	174,888.85
Sales Tax	0.00
<b>Total</b>	<b>174,888.85</b>

Aqua-Metric Sales Company General Terms of Sale

V24-5180

1. **DEFINITIONS.** "Customer" means the party purchasing goods or services pursuant to these Terms of Sale ("Terms"). "Aqua-Metric" means Aqua-Metric Sales Company, a subsidiary of Thinkkettle Corporation. "Deliverables" and "Products" means the goods and/or services sold or otherwise provided pursuant to this Agreement. "Manufacturer" refers to Sensus Inc. unless otherwise stated. Software licenses are provided solely through a separate software license agreement.
2. **CONTRACT OF SALE.** All Deliverables offered for sale are subject to the prices and other terms specified in (i) an applicable Aqua-Metric quotation or proposal and (ii) the Terms defined herein (collectively, the "Proposal"), all of which are subject to the correction of clerical errors. A Customer's purchase order or similar writing shall constitute an acceptance of the offer to sell; however, any inconsistent, additional or different terms to the Proposal contained in a Customer's request for quotation or purchase order (collectively, "Additional Terms") are hereby objected to and rejected by Aqua-Metric. Such Additional Terms will not become part of the contract of sale unless accepted by Aqua-Metric in a writing.
3. **PROPOSALS AND QUOTATIONS.** Proposals and quotations are inclusive of only the Deliverables included in a formal Aqua-Metric quotation form. Proposals and quotations will remain valid for a period of thirty (30) days unless otherwise noted. All pricing is subject to changes based on the manufacturer's suggested retail price. Aqua-Metric reserves the right to apply a price adjustment to all quotes or orders received and not delivered to the Customer as a result of economic price increase or decrease in cost of raw materials, labor, or transport at the time imposed by Aqua-Metric's suppliers. Any incidental product, materials, and/or labor required but not included will be subject to additional costs to the Customer. **AQUA-METRIC MAKES NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, THAT PROPOSAL OR QUOTED PRICING IS ALL INCLUSIVE.**
4. **INVOICES.** Unless otherwise agreed upon in writing between Aqua-Metric and Customer, Aqua-Metric shall invoice Customer for 1) product(s) shipped within fifteen (15) days of shipment; 2) software within fifteen (15) after successful installation of software on Customer owned device(s); 3) implementation and support services within fifteen (15) days of completion of service; or 4) annual subscription services as defined in Section 6 within fifteen (15) days of successful installation and not less than thirty (30) days in advance of subscription anniversary date.
5. **ANNUAL SUBSCRIPTION SERVICES.** Annual Subscriptions Services are defined as recurring fees or cost of services required to operate, maintain, or support Customer's product and/or software; including but not limited to Aqua-Metric Annual Support, Software-as-a-Service, Server/Data Hosting, or any fee requiring a recurring commitment. Unless otherwise agreed upon in writing between Aqua-Metric and Customer, annual subscription services will automatically renew upon the anniversary date of the first invoice containing annual subscription services and each subsequent year annually thereafter unless canceled by Customer in writing prior to sixty (60) days of subscription renewal. Annual subscription services will be subject to an automatic annual increase of three percent (3%) of the previous installment.
6. **TAXES.** All prices quoted are exclusive of federal, state and municipal taxes. Customer shall be liable for all sales, use, and other taxes (whether local, state or federal) imposed on this Agreement or on the Deliverables. If Customer is exempt from tax, Customer is required to provide a tax exemption form prior to invoicing.
7. **PAYMENT TERMS.** Customer shall pay all undisputed invoices in US Dollars within thirty (30) days of the invoice date. Aqua-Metric reserves the right to establish credit limits for Customer and may require full or partial payment prior to provisioning of any Deliverables. All payments shall be made via credit card (VISA or MasterCard), check or electronic payment according to instructions provided by Aqua-Metric. The Customer must notify Aqua-Metric, in writing, within seven (7) days of receipt of an invoice if the Customer disputes such invoice. In the absence of such notice the Customer shall not be entitled to dispute an invoice. Save for any invoices disputed in good faith in accordance with the previous sentence, if the Customer does not pay within the time allotted in this Agreement, the amount due shall bear interest at the lower of (i) one percent (1%) per calendar day past due; or (ii) the highest rate permitted by applicable law. Should Customer become delinquent in payment of sums due hereunder, Aqua-Metric shall not be obligated to continue performance.
8. **TITLE.** Unless agreed upon in writing between Aqua-Metric and Customer, Customer shall assume title of deliverables from the date and time of product(s) shipment.
9. **PACKAGING.** Aqua-Metric reserves the right to select the manner in which Deliverables are packaged. Quoted prices include standard packaging. Special requirements for packaging will be subject to additional charges.
10. **SHIPPING AND HANDLING.** All stock Products and Materials will be shipped Freight on Board (FOB) Destination. Aqua-Metric will ship all Products on prepaid ground transportation. Expedited shipments, such as Next Day or Second Day, will be at the Customers expense unless otherwise agreed upon by Aqua-Metric. All applicable Shipping and Handling charges will be included with the final invoice to the Customer. Aqua-Metric does not guarantee and therefore will not be liable for any delays in shipment.
11. **FREIGHT.** Aqua-Metric shall ship oversized Product(s) or bulk orders on standard Less-Than-Truckload ("LTL") freight carriers when applicable. The Customer is required to provide the necessary equipment required (i.e. loading dock, fork lift, pallet jack, etc.) to unload the shipment upon arrival. If the Customer does not have access to equipment necessary to unload the Product(s), Customer must inform Aqua-Metric in advance and prior to shipment. Customer will be responsible for any additional cost(s) or fee(s) incurred for special handling requirements.
12. **FREIGHT ALLOWANCE.** Single Sensus product orders exceeding \$80,000 will be shipped FOB Freight Allowed unless otherwise specified and agreed upon in writing. Freight allowance is only applicable to single orders shipped complete. Partial shipments must be specified in writing at the time of order placement. Aqua-Metric reserves the right to refuse freight allowance and/or bill partial freight costs on final invoice.
13. **LOSS OR DAMAGE CLAIMS.** The Customer is responsible for reporting lost or damaged deliverables as a result of improper packaging and/or handling to Aqua-Metric within fifteen (15) business days. Claims will become void if made more than fifteen (15) business days after the product has left Aqua-Metric facilities. Damaged product(s) will be returned to Aqua-Metric for inspection. Aqua-Metric reserves the right to repair or replace product(s) damaged in shipment.
14. **AMENDMENTS OR CANCELLATIONS.** Orders submitted to Aqua-Metric must be canceled or amended by Customer prior to the shipment of Deliverables. Aqua-Metric reserves the right to invoice shipping charges for orders cancelled after deliverables shipped.
15. **RETURNS.** No product(s) may be returned for refund without the prior written authorization of Aqua-Metric. Aqua-Metric reserves the right to refund the cost of deliverables less a restocking fee and/or shipping and handling charges upon receipt of return product. Refunds will be processed and issued within thirty (30) days from the receipt of the returned product(s). Authorized return shipments must be returned within six (6) months of the delivery date, in "like-new" condition to Aqua-Metric's designated receiving point, must be shipped in original or suitable packaging, must be accompanied by a packing slip, including Aqua-Metric's return authorization number, and must have transportation charges prepaid. All returned product(s) will be inspected upon delivery for any indication of use or damage. Client will be responsible for returning the product(s) to Aqua-Metric's designated distribution warehouse and any cost(s) incurred to repackaging and/or shipping carrier fees. Client will be responsible for any damages incurred during shipment. Aqua-Metric reserves the right to refuse product(s) which have been installed, used, or otherwise returned in any condition other than new. Aqua-Metric reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any refund.
16. **RESTOCKING FEE.** Return Product(s) are subject to a twenty-five percent (25%) restocking fee and special order Product(s), including but not limited to: meter reading equipment, infrastructure, ActPaks, or any Product(s) requiring a unique configuration, are subject to fifty percent (50%) restocking fee. Due to the custom configuration of electric meters, all electric meter sales are final.
17. **OBsolescence.** Aqua-Metric shall not be held liable for planned or unplanned obsolescence of product(s), parts, or software discontinued by any manufacturer.
18. **WARRANTIES.**

Aqua-Metric Sales Company General Terms of Sale

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- 18.1. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY AQUA-METRIC ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 18.2. Aqua-Metric warrants that the services provided by Aqua-Metric will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the deliverables will substantially conform to the deliverables specified in the applicable purchase agreement.
- 18.3. Standard Manufacturer Warranty. Standard manufacturer product warranties shall apply to all product(s) furnished under this Agreement. Aqua-Metric and/or their supplier agrees to provide a repaired or replacement product of equal value and as provisioned within the manufacturer warranty terms.
- 18.4. Meter Services Warranty. Aqua-Metric warrants the quality of workmanship and services provided herein to be reasonably free from defects within twenty-four linear inches of the meter connection for a period of thirty (30) days from the date of meter exchange.
  - A. Meter Services Warranty is only applicable to the services rendered during the time of meter exchange and only applicable if the failure is reasonably evident of a faulty meter exchange service provided by Aqua-Metric or its subcontractor.
  - B. Aqua-Metric does not warrant defective product(s) or material(s) (including but not limited to piping, fittings risers, setters, curb stops, meter boxes, or similar) used to complete the meter exchange service. Such products will be subject to any applicable product warranty guidelines as provided by Aqua-Metric's suppliers.
  - C. Aqua-Metric does not warrant pre-existing conditions; service line damage(s) resulting from non-approved materials or the service line is not up to code compliance; or damage(s) due to age or instability of galvanized lines on either the distribution or consumer side.
  - D. Meter Services Warranty does not include defects as a result of tampering, vandalism, negligence, "Acts-of-God".
  - E. The Customer shall notify Aqua-Metric of any warrantable concern(s) within five (5) days of Customer becoming aware of suspect failure.
  - F. The Customer acknowledges Aqua-Metric is unable to determine pre-existing plumbing conditions, including but not limited to pipe condition, debris or hard water buildup in plumbing lines, unstable or faulty plumbing connections or plumbing fixtures, or water pressure, etc. Due to the unknown condition(s), Aqua-Metric does not warrant against damage(s) or defect(s) to plumbing, household fixtures, water heaters, water softening or filtration systems, sloop valves, appliances, water pressure, or other related appurtenances which rely on the utility services provided by the Customer.
  - G. Aqua-Metric reserves the right to inspect the project worksite prior to performing any work to determine the best course of action to correct the warranty concern. If such inspection is not indicative of Aqua-Metric or its contractor's faulty workmanship, Aqua-Metric, at its sole discretion, may invoice the Customer for any time and expense incurred to inspect the worksite. Aqua-Metric will not be held responsible for any unauthorized repair(s) performed by the Customer, Customer's resident or business customer, or any third-party repair company.
19. LIMITATIONS. Unless otherwise expressly provided herein, neither Aqua-Metric nor any of its service providers, licensors, employees or agents warrant that the operation of the Services will be uninterrupted or error free. Aqua-Metric will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, the Services.
20. RETURN MATERIAL AUTHORIZATION. Product(s) returned for Warranty within the limitations defined by the Manufacturer will be returned directly to the Manufacturer unless otherwise instructed by Aqua-Metric. Customer shall submit a list of defective items with Serial Numbers and or Identification Numbers required to identify the product in an Excel format to [rma-norcal@aquametric.com](mailto:rma-norcal@aquametric.com); [rma-social@aquametric.com](mailto:rma-social@aquametric.com); [rma-texas@aquametric.com](mailto:rma-texas@aquametric.com); or [rma-louisiana@aquametric.com](mailto:rma-louisiana@aquametric.com). Aqua-Metric will generate a Return Material Authorization form for the Customer to include with the Product(s) shipment to the Manufacturer. Customer will be responsible for any cost(s) incurred to return the Product(s) to the Manufacturer for warranty concerns.
21. FORCE MAJEURE. If Aqua-Metric becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. "Force Majeure" means an event beyond the reasonable control of Aqua-Metric, including without limit acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, immigration, unavailability or delay of component parts of any Deliverables provided hereunder, acts of public enemies, border disputes, border disruptions, delivery vehicle impound, wars, blockades, insurrections, riots, pandemics, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosions.
22. LIMITATION OF LIABILITY.
  - 22.1. AQUA-METRIC'S AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO AQUA-METRIC UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE, OR OTHERWISE.
  - 22.2. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, AQUA-METRIC'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. AQUA-METRIC SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE, INCLUDING REVENUE LOST FROM THIRD PARTIES, PERSONS, OR ENTITIES, SUCH AS BILLS FOR ELECTRICITY, LIGHTING, GAS, OR WATER CONSUMPTION; NOR (III) ANY IN/OUT COSTS; NOR (IV) CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.
  - 22.3. The limitations on liability set forth in this Agreement are fundamental inducements to Aqua-Metric entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Aqua-Metric the maximum protection permitted under law. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Aqua-Metric more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable. If Customer is not the sole end user and ultimate owner of the Deliverables, then Customer shall ensure by its contract with the end user and ultimate owner (collectively, "Owner") that Aqua-Metric is given the benefit of the exclusions and limitations set out in these Terms. To the maximum extent

## Aqua-Metric Sales Company General Terms of Sale

V24-5180

- permitted by law, Customer agrees to indemnify, defend, and hold harmless Aqua-Metric from and against all Losses (defined below) alleged by any Owner to the extent that Aqua-Metric would not be liable to Customer under these Terms if the claim had been made by Customer.
23. **INDEMNIFICATION.** To the maximum extent permitted by law, Customer agrees to defend, indemnify and hold Aqua-Metric harmless from any and all losses, costs, fines, penalties, damages and other amounts (including reasonable attorney fees) incurred by, assessed against or imposed on Aqua-Metric arising from or in connection with any and all third party suits, claims, actions or demands (a "Claim"): (i) for personal injuries, death or damage to tangible personal and real property caused by the negligence or willful misconduct of Customer, its employees, contractors or agents other than Aqua-Metric; (ii) relating to or arising out of Customer's failure to comply with applicable law; and (iii) relating to or arising out of Customer's breach of its confidentiality obligations hereunder.
  24. **CONFIDENTIAL INFORMATION.** Each party shall hold the other party's Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party's Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the recipient, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party's Confidential Information, or (v) is a public record under applicable laws, subject to the terms of this Section. The Customer will maintain the confidentiality of all Aqua-Metric Confidential Information, and Aqua-Metric will maintain the confidentiality of all Customer Confidential Information, with each party taking all reasonable precautions to protect the same, at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure.
  25. **ASSIGNMENT.** Customer may not assign, transfer or delegate this Agreement or any part of Customer's rights or duties without prior written consent of Aqua-Metric. Any attempted assignment in violation of this section shall be null and void.
  26. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law principles. Any and all disputes arising under, out of, or in relation to this Agreement or its performance ("Disputes") shall first be resolved by the Parties attempting mediation in Texas. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in the State of Texas.
  27. **COMPLIANCE WITH LAWS.** Customer shall comply with all applicable laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action or permit the taking of any action by a third party, which may render Aqua-Metric liable for a violation of applicable laws. Customer will perform its obligations under this Agreement in a manner that complies with all Laws applicable to Customer's business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.
  28. **SEVERABILITY.** In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
  29. **NON-WAIVER.** Failure or delay of Aqua-Metric to exercise a right or power under this Agreement shall not operate as a waiver thereof, nor

shall any single or partial exercise of a right or power preclude any other future exercise thereof.



TO: Mayor and City Council  
FROM: Chris Ryan, Director of Public Works  
DATE: December 16, 2024  
ITEM: 15  
DESCRIPTION: Consider a Resolution awarding a contract to FNH Construction, LLC for the reconstruction of West Simonds Road from Cloverhill Road to US HWY 175, in an amount not to exceed three million one hundred seventy thousand twenty-one dollars and zero cents (\$3,170,021.00); authorizing the City Manager to negotiate and execute any and all necessary documents.

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### **INTRODUCTION**

The purpose of this item is to Award the contract for Project # PW2502 for the West Simonds Road reconstruction.

### **BACKGROUND**

The City council approved an engineering contract with Garver on November 7, 2022, for engineering services related to the reconstruction of the West Simonds Road from Cloverhill Road to US 175. The reconstruction project request for bids was advertised in the Daily Commercial Record for two (2) consecutive weeks. Bids were received on November 12, 2024 for the reconstruction of West Simonds Road from Cloverhill Road to US 175. Eight (8) bids were submitted. After careful evaluation of the bids, it was determined that FNH Construction, LLC. was the lowest, responsive and responsible bidder with a bid of \$3,170,021.00. This recommendation has been reviewed and approved by Garver, Inc., our consulting engineer for this project.

### **FINANCIAL IMPACT**

Approved FY2025 Budget

### **RECOMMENDATION**

Public Works recommends approval.

### **ATTACHMENTS**

1. Resolution
2. Garver, Inc Letter
3. Bid Tabulation Sheet

**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 FNH CONSTRUCTION, LLC. FOR THE RECONSTRUCTION OF WEST SIMONDS ROAD FROM CLOVERHILL ROAD TO US HWY 175, IN AN AMOUNT NOT TO EXCEED THREE MILLION ONE HUNDRED SEVENTY THOUSAND TWENTY ONE DOLLARS AND ZERO CENTS \$3,170,021.00; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ANY AND ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the city sought bids under Bid # PW2502 for the West Simonds Road from Cloverhill Road to US 175 project; and

**WHEREAS,** Gaver determined that FNH Construction, LLC. has met all bid specifications and is the lowest responsible bidder; and

**WHEREAS,** FNH Construction, LLC. bid for the West Simonds Road from Cloverhill Road to US 175 project in an amount not to exceed \$3,170,021.00; and

**WHEREAS,** the City Council has determined that FNH Construction, LLC was the lowest responsive and responsible bidder; and

**WHEREAS,** the City Council has further determined that the award of the contract for construction West Simonds Road from Cloverhill Road to US 175 to FNH Construction, LLC. for a contract amount not to exceed \$3,170,021.00 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 FNH Construction, LLC. the contract for the construction of West Simonds Road from Cloverhill Road to US 175 project, on the terms and conditions set forth in the bid documents and bid response, copies of which are attached hereto and incorporated herein as Exhibit "A", in an amount not to exceed \$3,170,021.00 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 16th day of December, 2024.

APPROVED:

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Lackey Stepper Sebastian, Mayor

ATTEST:

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Sara Egan, City Secretary

APPROVED AS TO FORM:

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Victoria Thomas, City Attorney



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Frisco, TX 75034  
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11/27/2024

Mr. Chris Ryan  
City of Seagoville  
702 North Highway 175  
Seagoville, TX 75159

Re: West Simonds Rd Reconstruction  
Recommendation of Award

Mr. Ryan:

Bids were received for the West Simonds Rd Reconstruction project at the Seagoville City Hall at 2:00 PM on November 12, 2024.

A total of 8 bids were received for the project. The apparent low bidder was FNH Construction Inc. with a total base bid of **\$3,170,021.00**. The second lowest bidder was Reliable Paving, Inc. with a total base bid of **\$3,375,547.20**. The third lowest bidder was McMahan Contracting, LP. with a total base bid of **\$3,398,632.30**. A bid tabulation is provided with this letter for additional reference.

Garver performed an evaluation of the lowest three bidders to determine if each bid was responsive and responsible. All three lowest bidders submitted a **responsive** and **responsible** bid, all three were lower than the Engineer's Opinion of Probable Cost (**\$3,644,806.00**), and each met all necessary qualifications that would reflect they are a capable contractor and able to perform the work as stated in the contract.

### **LOWEST BIDDER**

In review of the apparent lowest bid submitted by FNH Construction Inc., it is Garver's opinion that the bid is **responsive** and **responsible** with the bidding requirements. FNH Construction Inc. fully submitted the required documentation and possesses the necessary experience required for this project as stated in the Instructions to Bidders. Garver followed up with multiple contacts, such as the City of Plano, along with various engineering consultants, and received positive feedback of their performance and project delivery

### **LOWEST BIDDER ACCEPTANCE**

Therefore, Garver recommends that the project be awarded to FNH Construction Inc., the **lowest responsive** and **responsible** bidder.

### **SECOND LOWEST BIDDER**

In review of the second lowest bid submitted by Reliable Paving, Inc., it is Garver's opinion that the bid

Mr. Chris Ryan  
11/27/2024  
Page 2 of 2

is **responsive** and **responsible** with the bidding requirements. Reliable Paving, Inc. did fully submit the required documentation and possesses the necessary experience required for this project as stated in the Instructions to Bidders. Garver followed up with multiple contacts and received positive feedback of their performance and project delivery.

Therefore, if an agreement cannot be reached with FNH Construction Inc., Garver would recommend the City enter into agreement with Reliable Paving, Inc., the **second lowest responsive and responsible** bidder.

Please call me if you have any questions.

GARVER, LLC



Kory Wilkinson, P.E.

Attachments: As-Read Bid Tabulation

<b>Seagoville W Simonds Road Reconstruction</b>			
<b>Bid Opening Date and Time: November 12, 2024 @ 2:00 PM</b>			
<b>Bidder Name</b>	<b>Base Bid Total</b>	<b>Alternative 1 Total</b>	<b>Total Base Bid + Alt 1 Bid</b>
JR West Texas Concrete LLC	\$ 3,633,088.00	\$ 206,659.00	\$ 3,839,747.00
Axis Contracting Inc.	\$ 3,782,158.54	\$ 175,812.70	\$ 3,957,971.24
McMahon Contracting, LP	\$ 3,398,632.30	\$ 164,889.92	\$ 3,563,522.22
Reliable Paving, Inc.	\$ 3,375,547.20	\$ 193,534.00	\$ 3,569,081.20
Ed Bell Construction Company	\$ 4,676,571.00	\$ 242,820.50	\$ 4,919,391.50
XIT Paving & Construction Inc	\$ 4,473,245.00	\$ 192,712.00	\$ 4,665,957.00
FNH Construction LLC	\$ 3,170,021.00	\$ 237,306.00	\$ 3,407,327.00
Tiseo Paving Company	\$ 4,886,044.00	\$ 216,577.75	\$ 5,102,621.75

**BID TABULATION**  
**Simonds Rd FROM Cloverhill Rd TO US 175**

BIDS OPENED: 11/12/2024

ITEM	DESCRIPTION	UNIT	BID QTY	FNN Construction, LLC		Reliable Paving, Inc.		McMahon Contracting, LP		JR West Texas Concrete LLC		Axis Contracting Inc.		XIT Paving & Construction Inc		Ed Bell Construction Company		Tiseo Paving Company		
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST
1	Mobilization 5%	LS	1	\$162,500.00	\$162,500.00	\$175,000.00	\$175,000.00	\$177,819.75	\$177,819.75	\$173,000.00	\$173,000.00	\$187,000.00	\$187,000.00	\$160,000.00	\$160,000.00	\$138,000.00	\$138,000.00	\$100,600.00	\$100,600.00	
2	Barricades, Signs & Traffic Control	LS	1	\$65,000.00	\$65,000.00	\$230,000.00	\$230,000.00	\$169,000.00	\$169,000.00	\$180,000.00	\$180,000.00	\$76,374.00	\$76,374.00	\$460,000.00	\$460,000.00	\$200,000.00	\$200,000.00	\$302,000.00	\$302,000.00	
3	Videotape Project Area	LS	1	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$8,898.62	\$8,898.62	\$4,000.00	\$4,000.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$2,000.00	\$2,000.00	\$3,500.00	\$3,500.00	
4	Message Boards	MO	9	\$2,000.00	\$18,000.00	\$3,000.00	\$27,000.00	\$4,159.00	\$37,431.00	\$5,000.00	\$45,000.00	\$3,850.00	\$34,650.00	\$6,334.00	\$57,006.00	\$5,000.00	\$45,000.00	\$3,000.00	\$27,000.00	
5	Portable Traffic Signals And Flaggers (TXDOT Item 510)	MO	9	\$8,500.00	\$76,500.00	\$6,000.00	\$54,000.00	\$10,159.00	\$91,431.00	\$10,000.00	\$90,000.00	\$4,400.00	\$39,600.00	\$4,950.00	\$44,550.00	\$42,000.00	\$378,000.00	\$23,500.00	\$211,500.00	
6	Clearing and Grubbing (at curbs only)	LS	1	\$150,000.00	\$150,000.00	\$80,000.00	\$80,000.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$32,000.00	\$32,000.00	
7	Temporary Culvert Shoring (inside existing culvert)	LS	1	\$25,000.00	\$25,000.00	\$6,000.00	\$6,000.00	\$14,995.00	\$14,995.00	\$40,000.00	\$40,000.00	\$37,887.50	\$37,887.50	\$11,074.00	\$11,074.00	\$1,000.00	\$1,000.00	\$75,000.00	\$75,000.00	
8	Implementation of Storm Water Pollution Prevention Plan	LS	1	\$8,500.00	\$8,500.00	\$30,000.00	\$30,000.00	\$1,155.00	\$1,155.00	\$20,000.00	\$20,000.00	\$5,500.00	\$9,000.00	\$9,000.00	\$9,000.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	
9	Remove Existing Drainage Pipe (All Types & Sizes)	LF	180	\$50.00	\$9,000.00	\$63.00	\$11,340.00	\$38.61	\$6,949.80	\$12.00	\$2,160.00	\$30.00	\$5,400.00	\$42.00	\$7,560.00	\$50.00	\$9,000.00	\$15.50	\$2,790.00	
10	Remove Box Culvert (All Types & Sizes)	LF	35	\$150.00	\$5,250.00	\$190.00	\$6,650.00	\$93.65	\$3,277.75	\$60.00	\$2,100.00	\$100.00	\$3,500.00	\$180.00	\$6,300.00	\$500.00	\$17,500.00	\$32.25	\$1,137.75	
11	Remove Existing Headwalls (All Types & Sizes)	EA	10	\$2,500.00	\$25,000.00	\$2,400.00	\$24,000.00	\$859.89	\$8,598.90	\$1,000.00	\$10,000.00	\$1,500.00	\$15,000.00	\$1,200.00	\$12,000.00	\$4,000.00	\$40,000.00	\$3,080.00	\$30,800.00	
12	Remove Existing Trees (4" to 12")	EA	4	\$2,500.00	\$10,000.00	\$2,400.00	\$9,600.00	\$1,328.25	\$5,313.00	\$1,100.00	\$4,400.00	\$1,200.00	\$4,800.00	\$968.00	\$3,872.00	\$1,000.00	\$4,000.00	\$609.75	\$2,439.00	
13	Remove Existing Trees (Greater than 12" to 18")	EA	4	\$3,500.00	\$14,000.00	\$1,200.00	\$4,800.00	\$1,792.25	\$7,169.00	\$1,600.00	\$6,400.00	\$1,600.00	\$6,400.00	\$1,357.00	\$5,428.00	\$1,500.00	\$6,000.00	\$1,244.50	\$4,958.00	
14	Remove Existing Trees (Greater than 18")	EA	2	\$5,000.00	\$10,000.00	\$2,000.00	\$4,000.00	\$4,475.63	\$8,951.26	\$4,300.00	\$8,600.00	\$4,300.00	\$8,600.00	\$3,655.00	\$7,310.00	\$4,000.00	\$8,000.00	\$1,923.75	\$3,847.50	
15	Remove Concrete (Roadway, Driveway, Flume)(incl sawcutting)	SY	522	\$25.00	\$13,050.00	\$75.00	\$39,150.00	\$17.82	\$9,302.04	\$26.00	\$13,572.00	\$11.00	\$5,742.00	\$36.00	\$18,792.00	\$40.00	\$20,880.00	\$26.75	\$13,963.50	
16	Remove Existing Asphalt (regardless of depth)(refer to Geotechnical boring logs)	SY	15,134	\$20.00	\$302,680.00	\$11.90	\$180,094.60	\$13.11	\$198,406.74	\$5.30	\$80,210.20	\$25.23	\$381,830.62	\$14.00	\$211,876.20	\$15.00	\$227,010.00	\$12.25	\$185,391.50	
17	Remove Small Road Sign Assembly and Support	EA	1	\$100.00	\$100.00	\$220.00	\$220.00	\$173.25	\$173.25	\$400.00	\$400.00	\$400.00	\$400.00	\$707.50	\$707.50	\$166.00	\$166.00	\$250.00	\$250.00	
18	Remove/Relocate Existing Wooden Mailbox	EA	2	\$1,000.00	\$2,000.00	\$780.00	\$1,560.00	\$534.25	\$1,068.50	\$600.00	\$1,200.00	\$1,000.00	\$1,000.00	\$365.00	\$730.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	
19	Adjust Wastewater Manhole	EA	1	\$2,500.00	\$2,500.00	\$1,100.00	\$1,100.00	\$2,173.16	\$2,173.16	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$500.00	\$500.00	
20	Unclassified Roadway Excavation (incl gravel drives)(Plan Quantity)	CY	1,594	\$20.00	\$31,880.00	\$30.00	\$47,820.00	\$40.00	\$63,760.00	\$40.00	\$63,760.00	\$56.00	\$88,294.00	\$30.00	\$47,820.00	\$58.00	\$92,452.00	\$58.00	\$92,452.00	
21	Embankment (Plan Quantity)	CY	714	\$40.00	\$28,560.00	\$90.00	\$64,260.00	\$20.00	\$14,280.00	\$80.00	\$56,560.00	\$50.00	\$35,700.00	\$49.00	\$34,986.00	\$20.00	\$8,400.00	\$14,280.00	\$27.25	\$19,458.50
22	Flexible Base, Along Edge (9" Thick)(TXDOT)	SY	662	\$35.00	\$23,170.00	\$55.00	\$36,410.00	\$50.00	\$33,100.00	\$42.00	\$27,804.00	\$65.00	\$43,030.00	\$94.00	\$62,228.00	\$50.00	\$33,100.00	\$65.00	\$43,030.00	
23	12-in Lime Treated Stabilized Subgrade (Hydrated Slurry)(Two-6" layers)	SY	14,940	\$9.00	\$134,460.00	\$8.00	\$119,520.00	\$10.95	\$163,590.00	\$15.00	\$224,100.00	\$8.00	\$119,520.00	\$24.00	\$358,560.00	\$27.50	\$410,850.00	\$13.00	\$194,220.00	
24	Hydrated Lime (62 LB/SY)	TON	464	\$350.00	\$162,400.00	\$360.00	\$167,040.00	\$324.83	\$150,712.40	\$400.00	\$160,000.00	\$400.00	\$160,000.00	\$340.00	\$157,760.00	\$450.00	\$208,800.00	\$405.00	\$167,920.00	
25	8-in Reinforced Concrete Pavement (4000 PSI; #4 Bars At 18-in OCEW)	SY	9,170	\$125.00	\$1,146,250.00	\$83.00	\$761,110.00	\$99.98	\$916,816.60	\$125.00	\$1,146,250.00	\$108.00	\$992,020.00	\$123.00	\$1,127,910.00	\$145.00	\$1,329,650.00	\$131.40	\$1,204,938.00	
26	8-in HES Reinforced Concrete Pavement (4000 PSI; #4 Bars At 18-in OCEW)	SY	5,100	\$115.00	\$586,500.00	\$99.00	\$504,900.00	\$113.00	\$576,300.00	\$135.00	\$687,500.00	\$117.00	\$596,700.00	\$135.00	\$688,500.00	\$155.00	\$790,500.00	\$150.80	\$769,080.00	
27	8-in HES Reinforced Concrete Driveway (include 6" curb) (4000 PSI)	SY	656	\$125.00	\$82,000.00	\$190.00	\$124,640.00	\$121.94	\$79,992.64	\$125.00	\$82,500.00	\$120.00	\$78,000.00	\$154.00	\$101,024.00	\$190.00	\$124,640.00	\$142.50	\$93,480.00	
28	Asphalt Street (8" type B) (Max 2" Lifts) Incl Tack Coat(TXDOT)	TON	179	\$135.00	\$24,165.00	\$165.00	\$29,535.00	\$286.44	\$51,272.76	\$45.00	\$7,950.00	\$319.00	\$57,101.00	\$423.00	\$75,717.00	\$275.00	\$49,225.00	\$411.75	\$73,703.25	
29	Asphalt Street (2" type D) Incl Tack Coat(TXDOT)	TON	46	\$145.00	\$6,670.00	\$300.00	\$13,800.00	\$360.36	\$16,578.56	\$410.00	\$18,860.00	\$319.00	\$14,674.00	\$443.00	\$20,378.00	\$350.00	\$16,100.00	\$431.25	\$19,837.50	
30	Asphalt Driveway (2" type D) Incl Tack Coat(TXDOT)	TON	93	\$180.00	\$16,740.00	\$240.00	\$22,320.00	\$258.72	\$24,060.96	\$505.00	\$46,965.00	\$319.00	\$29,667.00	\$541.00	\$50,313.00	\$250.00	\$23,250.00	\$267.50	\$248,987.50	
31	Asphalt Driveway (2" type D) Incl Tack Coat(TXDOT)	TON	93	\$180.00	\$16,740.00	\$240.00	\$22,320.00	\$258.72	\$24,060.96	\$505.00	\$46,965.00	\$319.00	\$29,667.00	\$541.00	\$50,313.00	\$250.00	\$23,250.00	\$267.50	\$248,987.50	
32	Prime Coat	GAL	222	\$110.00	\$24,420.00	\$12.00	\$2,664.00	\$23.10	\$5,128.20	\$80.00	\$17,760.00	\$17.00	\$3,774.00	\$83.00	\$18,426.00	\$55.00	\$12,075.00	\$80.50	\$17,871.00	
33	Crushed Stone for Gravel Driveway / Roadway	SY	105	\$35.00	\$3,675.00	\$56.00	\$5,880.00	\$63.50	\$6,667.50	\$60.00	\$6,300.00	\$48.00	\$5,040.00	\$67.00	\$7,035.00	\$40.00	\$4,200.00	\$55.00	\$5,775.00	
34	Metal Beam Guard Fence (31") (TXDOT GF (31)-19)	LF	300	\$35.00	\$10,500.00	\$45.00	\$13,500.00	\$98.18	\$29,454.00	\$60.00	\$18,000.00	\$15,000.00	\$75,000.00	\$22,500.00	\$78,750.00	\$50.00	\$15,000.00	\$88.00	\$26,400.00	
35	Metal Beam Guard Fence (28") (TXDOT MBGF-19)	LF	15	\$35.00	\$525.00	\$45.00	\$675.00	\$98.18	\$1,472.70	\$80.00	\$1,200.00	\$150.00	\$2,250.00	\$94.00	\$1,410.00	\$100.00	\$1,500.00	\$88.00	\$1,320.00	
36	Metal Beam Guard Fence Transition (31"-28") (TXDOT RAIL-AD (B)-19)	LF	50	\$50.00	\$2,500.00	\$110.00	\$5,500.00	\$138.60	\$6,930.00	\$80.00	\$4,000.00	\$175.00	\$8,750.00	\$133.00	\$6,650.00	\$100.00	\$5,000.00	\$88.00	\$4,400.00	
37	Concrete Mow Strip (4") (TXDOT CP (31) MS-19)	CY	25	\$350.00	\$8,750.00	\$540.00	\$8,550.00	\$2,424.00	\$2,424.00	\$2,424.00	\$2,424.00	\$1,500.00	\$3,750.00	\$3,433.00	\$85,825.00	\$1,000.00	\$25,000.00	\$2,300.00	\$8,750.00	
38	Single Quadrant Terminal (SGT) (TXDOT MSKT-MASH-TL-3)	EA	2	\$3,850.00	\$7,700.00	\$5,600.00	\$11,200.00	\$7,657.65	\$15,315.30	\$4,300.00	\$8,600.00	\$4,500.00	\$9,000.00	\$7,342.00	\$14,684.00	\$5,000.00	\$10,000.00	\$5,082.00	\$10,164.00	
39	Short Radius Metal Beam Guard Fence (TXDOT MBGF (SR)-19)	LF	40	\$50.00	\$2,000.00	\$45.00	\$1,800.00	\$144.38	\$5,775.20	\$200.00	\$8,000.00	\$105.00	\$4,200.00	\$138.00	\$5,520.00	\$100.00	\$4,000.00	\$101.25	\$4,050.00	
40	Driveway Terminal Anchor Section (TAS) (TXDOT MBGF (SR)-19)	EA	2	\$1,850.00	\$3,700.00	\$5,600.00	\$11,200.00	\$2,136.75	\$4,273.50	\$2,800.00	\$5,600.00	\$1,500.00	\$3,000.00	\$2,049.00	\$4,098.00	\$1,500.00	\$3,000.00	\$2,475.00	\$4,950.00	
41	8-in Reinforced Concrete (CL "B" W/ #4 Bar @ 12 OCEW, incl 1.5-R Toe Wall and 6-in Curb)	SY	15	\$125.00	\$1,875.00	\$190.00	\$2,850.00	\$331.49	\$4,972.35	\$135.00	\$2,025.00	\$250.00	\$3,750.00	\$277.00	\$4,155.00	\$400.00	\$6,000.00	\$412.50	\$6,187.50	
42	Stone Riprap (Cyl)(Type F1)(12-in dia) (TXDOT SR)	CY	6	\$185.00	\$1,110.00	\$500.00	\$3,000.00	\$713.86	\$4,283.16	\$500.00	\$3,000.00	\$1,000.00	\$6,000.00	\$786.00	\$4,716.00	\$750.00	\$4,500.00	\$330.00	\$1,980.00	
43	4-ft x 2-ft Reinforced Concrete Box Culvert (incl trench protection)(TXDOT)	LF	59	\$650.00	\$38,350.00	\$880.00	\$51,740.00	\$469.94	\$27,726.46	\$375.00	\$22,125.00	\$1,200.00	\$7,000.00	\$655.00	\$38,645.00	\$500.00	\$29,500.00	\$447.75	\$26,417.25	
44	5-ft x 2-ft Reinforced Concrete Box Culvert (incl trench protection)(TXDOT)	LF	144	\$550.00	\$79,200.00	\$830.00	\$119,520.00	\$912.63	\$131,418.72	\$425.00	\$61,200.00	\$1,500.00	\$21,600.00	\$821.00	\$118,224.00	\$600.00	\$86,400.00	\$2,097.75	\$30,276.00	
45	24-in Reinforced Concrete Pipe Class III (incl trench protection)(TXDOT)	LF																		

**FNH Project References**

Project Name	Project Owner	Description	Contract Amount	Project Contact	Contact Attempted	Comments
Cedar Hill FM 1382	TXDOT	Road Widening Water Line Hiking Trail	\$6,985,716.60	Amanda Moser Amanda.moser@txdot.gov 214-320-6240	Y	Amanda Moser no longer there. Unable to reach reference
Camden Parc -Anna	Camden Homes & City of McKinney	Concrete Paving Sidewalk	\$1,150,000.00	David Lam David.lam@camden-homes.com 972-479-8899	Y	David Lam no longer works there. Unable to reach reference.
SRT @ US Sloan Creek Erosion Control	NTTA	Channel Restoration	\$469,971.95	Enrique Guillen eguillen@ntta.org 214-320-6242	N	Project did not involve any elements similar Simonds Road project. Did not contact
San Angelo Sidewalk Improvements	TXDOT	Sidewalk Driveways	\$4,755,982.57	Jordan Sfecik Jordan.sefcik@txdot.gov 325-653-5811	Y	Jordan Sfecik no longer works there. Number was not valid. Unable to reach contact.
Montague - 0903-28-064	TXDOT	Concrete Panel Replacement	\$376,569.50	Mike Hallum Michael.Hallum@txdot.gov 940-665-5071	N	Project did not involve any elements similar Simonds Road project. Did not contact
Brown Co - 6319-59-001	TXDOT	Bridge Maintenance	\$564,232.00	Bart Fris Bart.Fris@txdot.gov 325-643-0320	N	Project did not involve any elements similar Simonds Road project. Did not contact
Los Rios Addition	City of Plano	Water Concrete Paving	\$362,673.00	Lee Stimpson lstimpson@plano.gov 972-941-7152	Y	Lee Stimpson no longer works there. Spoke to a City development staff member named Danny and he could not narrow down which Los Rios Addition project it was as there are several. Danny had no experience with FNH.
Ohio Dr - PGBT to 121	City of Plano	Road Widening Traffic Signals	\$3,822,634.00	Chris Best chrisbe@plano.gov 972-769-4128	Y	Made contact with Chris. Filled out Questionnaire in attached pdf
Cowtown Plant - Public Improvements McKinney	Cowtown Redi Mix	Concrete Paving	\$972,500.00	Sam Shmaisani 817-759-1919	Y	Unable to reach reference
Alley Group 12-2032	City of Dallas	Alley Paving Water Storm	\$2,032,634.00	Patrick Diviney 214-948-4688	Y	Patrick Diviney no longer there. Unable to reach reference
Montclair -Prosper	Centerion American	Wet Utilities	\$355,000.00	Rome Barnes rbarnes@centurionamerican.com 469-892-7200	N	Project did not involve any elements similar Simonds Road project. Did not contact
Munger Blvd	City of Dallas	Storm Water Concrete Paving Sidewalks	\$1,102,852.00	Patrick Diviney 214-948-4688	Y	Patrick Diviney no longer there. Unable to reach reference
San Leon Ave	City of Dallas	Road Widening Water Line Hiking Trail	\$525,466.00	Gbenro Oyekanami 214-948-4688	Y	Made contact with Gbenro. Filled out Questionnaire in attached pdf

## CONTRACTOR REFERENCE FORM

Date:	11/19/2024
Contractor Name:	FNH CONSTRUCTION, LLC
Project Name:	Ohio Dr. - PGBT to 121
Reference Name:	Chris Best
Reference Entity:	City of Plano
Reference Contact:	(972) 769-4128
Project Scope and Cost:	\$3,822,634.00 - Traffic Signals and Road Widening

The named Contractor has submitted your name as a reference for the above referenced project. The City of Sachse would appreciate your time in rating your experience with this Contractor. Please answer the questions below. For those items requesting a rating from 1-5, 5 is the highest rating with 1 being the lowest. Please submit your responses by

### Evaluation Criteria

1	Rate the Contractor's performance and quality of work.	<input style="width: 100%;" type="text" value="4"/>
2	Rate the Contractor's ability to adhere to the construction schedule and meet substantial and final completion dates.	<input style="width: 100%;" type="text" value="5"/>
3	Rate the Contractor's ability to adhere to project plans and specifications.	<input style="width: 100%;" type="text" value="4"/>
4	How many change orders were there on this project? Were these change orders contractor requested or owner directed?	<input style="width: 100%;" type="text" value="5"/> <input style="width: 100%;" type="text" value="Owner Initiated"/>
5	Did the Contractor work continuously on this project? If not, were the stoppages planned?	<input style="width: 100%;" type="text" value="Yes"/> <input style="width: 100%;" type="text" value="N/A"/>
6	Were there any complaints from subs, suppliers or others regarding payment or citizen concerns?	<input style="width: 100%;" type="text" value="No"/>
7	Would you hire this Contractor again?	<input style="width: 100%;" type="text" value="Yes"/>

<b>Additional Comments:</b> For concrete projects yes would hire. They have done 2 concrete projects with them and gone smoothly. For asphalt project they would not. Reference project was from 2016, but would hire again.
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Thank you for your time in participating in the evaluation process for this project. Please email this form back to

## CONTRACTOR REFERENCE FORM

Date:	11/19/2024
Contractor Name:	FNH CONSTRUCTION, LLC
Project Name:	San Leon Ave.
Reference Name:	Gbenro Oyekanami
Reference Entity:	City of Dallas
Reference Contact:	(214) 948-4688
Project Scope and Cost:	\$525,466.00 - Road Widening, Waterline, and Hiking Trail

The named Contractor has submitted your name as a reference for the above referenced project. The City of Sachse would appreciate your time in rating your experience with this Contractor. Please answer the questions below. For those items requesting a rating from 1-5, 5 is the highest rating with 1 being the lowest. Please submit your responses by

### Evaluation Criteria

1	Rate the Contractor's performance and quality of work.	<input style="width: 100%;" type="text" value="5"/>
2	Rate the Contractor's ability to adhere to the construction schedule and meet substantial and final completion dates.	<input style="width: 100%;" type="text" value="5"/>
3	Rate the Contractor's ability to adhere to project plans and specifications.	<input style="width: 100%;" type="text" value="5"/>
4	How many change orders were there on this project? Were these change orders contractor requested or owner directed?	<input style="width: 100%;" type="text" value="Choose One"/> <input style="width: 100%;" type="text" value="Owner Initiated"/>
5	Did the Contractor work continuously on this project? If not, were the stoppages planned?	<input style="width: 100%;" type="text" value="Yes"/> <input style="width: 100%;" type="text" value="N/A"/>
6	Were there any complaints from subs, suppliers or others regarding payment or citizen concerns?	<input style="width: 100%;" type="text" value="No"/>
7	Would you hire this Contractor again?	<input style="width: 100%;" type="text" value="Yes"/>

<b>Additional Comments:</b> Unsure of exact number of change orders, but said they were all owner initiated. Good contractor.
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Thank you for your time in participating in the evaluation process for this project. Please email this form back to



TO: Mayor and City Council  
FROM: Sara Egan, City Secretary  
DATE: December 16, 2024  
ITEM: 16  
DESCRIPTION: Receive an update from the City Secretary's Office.

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### **INTRODUCTION**

The purpose of this item is to provide an update on the ongoing projects budgeted this fiscal year.

### **BACKGROUND**

- Lobby Furnishings
  - Acrylic Holders
  - Line Control
  - Waiting Area
  - Directional Signage
- Social Media Center
  - Purpose and Use
  - Official Accounts
  - Monitoring
- Granicus
  - Peak – Agenda Management
    - Testing in January/February
  - Swagit – Streaming Platform