



**SEAGOVILLE, TEXAS
CITY COUNCIL MEETING AGENDAS
MONDAY, APRIL 17, 2017**

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

WORK SESSION – 6:30 P.M.

Call to Order

- A. Discuss board member attendance reports and provide direction to staff regarding vacancies. (City Secretary)**
- B. Discuss regular session agenda items.**

Adjourn

REGULAR SESSION – 7:00 P.M.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation

Pledge of Allegiance

Oath of Office- City Secretary Kandi Jackson

Mayor's Report

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

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

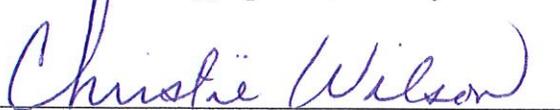
- 1. Consider approving City Council meeting minutes for April 3, 2017 (City Secretary)**
- 2. Consider approving an amended contract for the Dallas Area Agency on Aging for Older Americans Act Program, specifically Section X. Compensation and Acknowledgement in regard to funding for the Senior Center (Library, Gant)**

REGULAR AGENDA-

3. **Discuss and consider approving an ordinance amending the Code of Ordinances, Chapter 9, Fire Prevention and Protection, Article 9.04 "Fireworks", Subsection 9.04.001 (b) to amend the exemption applicable to the property contiguous to the north side of Highway 175 which was annexed into the city after May 1, 2012 (Community Development)**
4. **Acceptance of the City of Seagoville's Comprehensive Annual Financial Report for Fiscal Year 2016 (Finance)**
5. **Acceptance of the City of Seagoville's Popular Annual Financial Report for Fiscal Year 2016 (Finance)**
6. **Presentation of the City of Seagoville's Six Month Financial Report for Fiscal Year 2017 (Finance)**
7. **Police Chief to update the council on pending legislation regarding cell phone use while driving (Police Chief)**
8. **Receive Councilmember Reports/Items of Community Interest-** as authorized by Section 551.0415 of the Texas Government Code.
9. **Future Agenda Items** – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

Adjourn

Posted Thursday, April 13, 2017 by 5:00 P.M.


Christie Wilson, Interim City Secretary



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

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

DATES TO REMEMBER

- **Monday, April 24, 2017 City Council/SEDC Joint Work Session 7pm**
- **Monday, May 1, 2017 is the next regular City Council meeting.**

Work Session Agenda Item: A

Meeting Date: April 17, 2017

Discuss the board member attendance reports and provide direction to staff regarding vacancies (City Secretary)

ITEM DESCRIPTION

Board member attendance reports for first quarter 2017. Staff is seeking direction regarding possibly filling vacant positions as applicants become available in the near term or whether to wait until the members' expiration appointments occur in June.

BACKGROUND OF ISSUE:

The Seagoville City Council's Rules of Procedure, Section VII. Boards, Commissions and Committees state in part D. that quarterly attendance reports will be submitted to the city secretary to provide to the City Council at the first meeting of each quarter.

The reports for January-March 2017 are attached and a few reflect repeated absences by some board members.

The council's attendance policy states:

- 1) shall not miss 3 meetings in a 12 month period;
- 2) 3 consecutive meetings or 4 cumulative meetings results in automatic resignation.

FINANCIAL IMPACT:

N/A

EXHIBITS

Council Rules of Procedure for Boards
Seagoville Economic Development
Keep Seagoville Beautiful
Library Advisory Board
Park Board
Animal Shelter Oversight Committee
Planning and Zoning Commission
Board of Adjustment

VII. BOARDS, COMMISSIONS AND COMMITTEES

A. Appointment

Upon receipt of an application received Tuesday by 5:00 p.m. of the week prior to the meeting for which an appointment will be made, the Council shall consider and appoint members to Boards and Commissions as soon as practicable following each general election.

As the need arises, the City Council may appoint ad hoc advisory committees. Any committee so created shall cease to exist upon the completion of its purpose or when abolished by the City Council. The Mayor may make such appointments to ad hoc committees, but such appointments shall be made with the consent of the Council.

B. Terms

Unless otherwise provided for by ordinance or statute, Board and Commission terms shall be for two years, or until a successor is appointed.

C. Vacancies

A position in a board, commission, or committee shall be declared vacant if a term expires, or if a member fails to comply with the Attendance Policy.

Council shall appoint a replacement to fill an unexpired term in case of a vacancy. At the discretion of Council, current alternate members may be considered prior to new applicants. The alternate member with the longest tenure shall assume the duties of the vacant position until a regular appointment is made by the Council or until the term of office for which the alternate is filling expires. In the event more than one vacancy on a board, commission, or committee exists, the alternate member with the longest tenure shall assume the longest remaining term of the vacant position.

Resignation of a member of a board, commission, or committee shall be in writing. Resignation by a member of a board or commission is effective, and not subject to revocation, upon tendering written notification to the City Secretary and such vacancy shall be filled by the City Council for the remaining term, as set forth herein.

Regular and alternate members serve at the will of the City Council and may be removed by an affirmative vote of three (3) members of the Council.

Unless otherwise provided for by statute or ordinance, a member or alternate member who ceases to reside in the City of Seagoville or no longer meets the requirements for a Board or Commission during his or her term of office shall immediately forfeit his or her office. Notice must

be submitted to the City Secretary as soon as practicable, by the Chair of the Committee.

D. Attendance

Attendance by members is important to the proper functioning of all City boards, commissions, or committees. All members including alternates will attend all meetings. Any member unable to attend any meeting must notify the Chair or staff liaison of the board, commission, or committee at least two (2) hours prior to meeting. An absence will be considered unexcused unless a valid emergency.

To ensure the Board's or Commission's productivity, the City Council hereby establishes an attendance policy for its Boards & Commissions, as well as ad hoc committees which may from time to time be established.

The attendance policy requires both the regular and alternate members of a board, commission, or committee not miss more than three (3) meetings during any twelve month period beginning with the member's appointment date. An absence from a meeting may be excused by a board, commission, or committee, or by its chair, if it results from illness, vacation, death in the family or for a reason beyond the control of a member. It is the member's responsibility to seek an excused absence.

Absence from three (3) consecutive meetings or four (4) cumulative meetings of a board, commission, or committee results in the automatic resignation of a member. The Chair shall record the attendance of its respective board, commission, or committee and submit the findings to the City Secretary. When, in the opinion of the Chair, or by virtue of the attendance record, a member has not complied with the attendance requirement, the City Council through the City Secretary will be notified so that the vacancy on said board, commission, or committee might be filled. Quarterly attendance reports will be submitted to the City Secretary to provide to the City Council at the first meeting of each quarter.

From time to time, a joint session with the City Council may be held. Attendance at these joint sessions applies toward a member's attendance record. In the case of a joint session, the member shall notify the City Secretary or Board Liaison of his/her inability/reason for not attending.

Seagoville Economic Development Corporation

Attendance Record First Quarter 2017

MEETING DATE	Barbara Sherman	Harold Magill	Stepper Sebastian	Jose Hernandez	Don Cole	Mike Fruin	Rosie Rueda
1/19/2017	X	X	Excused	X	X		Unexcused
2/2/2017	X	X	X	X	X		X
3/7/2017	X	X	X	X	X		X

Keep Seagoville Beautiful

Attendance Record First Quarter 2017

MEETING DATE	Stacy Wright	Karl Boss	Charlotte Hernandez	Kara Dodson	Courtney Chamberlain	Alexandria Perez	Gladys Santiago
1/17/2017	EXCUSED	X	X	X	X	X	X
2/21/2017	EXCUSED	X	X	X	X	EXCUSED	X
3/21/2017	X	UNEXCUSED	X	X	UNEXCUSED	X	EXCUSED

Library Advisory Board

Attendance Record
January 2013 through March 2106

MEETING DATE	Anthony Gutierrez	Reba Groblebe	Mary L. Graham	Judy Whitehead	Pat Bearden	Anne Sexton
1/17/2017	UNEXCUSED	X	X	X	X	EXCUSED
2/21/2017	UNEXCUSED	X	X	X	X	EXCUSED
3/21/2017	UNEXCUSED	NO QUORUM	EXCUSED	NO QUORUM	NOQUORUM	EXCUSED

Animal Shelter Oversight Committee

Attendance Record Quarterly Meetings

MEETING DATE	Sgt. Karl Bailey	Justin Harley	Dr. Ronnie Mohr	Bettye Baker	Todd Brisbon
9/20/2016	X	X	X	X	Absent
12/13/2016	X	Absent	X	X	Absent
4/4/2017	X	X	Absent	X	Absent

PLANNING AND ZONING COMMISSION

Attendance Record Through January 2017

MEETING DATE	(Chair) Alexandria Perez	(Vice-Chair) James Sudduth	Catherine Braggs	Garry Adams	Michael Dupuis	Raymond Covert	(Vacant)
10/11/2016	Arrived after Mtng	Excused	Excused	X	X		
10/25/2016	X	X	Excused	X	X		
11/17/2016	X	X	Unexcused	Unexcused	X	X	
12/13/2016			Excused		Excused		
January	No meeting						
2/14/2017	Information	unavailable					
March	No meeting						

The Commission tentatively meets on the 2nd & 4th Tuesdays of each month.

Commissioner Covert was appointed by City Council during their meeting held on November 14, 2016.

BOARD OF ADJUSTMENT / BUILDING AND STANDARDS COMMISSION

Board of Adjustment Attendance Record Through March 2017

MEETING DATE	(Chairperson) Jerry Yearout	(Vice-Chair) George Edwards	Sidney Sexton	Mildred Thompson	Nancy Ashley	(Alternate #2) Lorin Mullens	(Alternate #1) Karl Boss
10/24/2016	Unexcused	X	X	X	X	X	
January	No meeting						
2/28/2017	Information	unavailable.					
March	Information	unavailable.					

The Board tentatively meets on the 4th Monday of each month.

Consent Agenda Item: 1

Meeting Date: April 17, 2017

Consider approving City Council meeting minutes for April 3, 2017 (City Secretary)

ITEM DESCRIPTION:

Approve work session and regular session city council meeting minutes for April 3, 2017.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

April 3, 2017 Work Session Meeting Minutes
April 3, 2017 Regular Session Meeting Minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
APRIL 3, 2017**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:32 p.m. on Monday, April 3, 2017, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

Dennis Childress	Mayor
Jose Hernandez	Mayor Pro Tem
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember (arrived 6:34 p.m.)
Jon Epps	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Alexis Allen, Fire Chief Todd Gilcrease, Library Director Liz Gant and Interim City Secretary Christie Wilson.

Call to Order

A. Community CPR Program (Fire Chief)

Fire Chief Todd Gilcrease introduced Acadian Ambulance Service representative Thomas Andrepont who reviewed a new CPR training opportunity they are providing to city staff as well as the public. Mr. Andrepont briefly spoke about new CPR techniques that do not involve mouth to mouth procedures. The classes are planned for once each quarter. There was further discussion of AED device training that will be available for those who need it. City Manager Stallings asked the Fire Chief if a device could be placed at city hall. Liz Gant advised there is already one at the Senior Center but the staff needs to re-certify.

B. Discuss Regular Session Agenda Items

1. Consider approving City Council meeting minutes for March 20 and March 27, 2017 (City Secretary)
2. Consider approving a resolution authorizing the City Manager to sign an Interlocal Cooperation Agreement by and between the Seagoville Police Department and the Dallas Independent School District Police Department for the purpose of clarifying jurisdiction, defining parameters and areas of responsibility, and

establishing a spirit of cooperation to enhance the services that both agencies provide to the citizens and DISD schools located in the City of Seagoville (Police)

Police Chief Ray Calverley said this is a renewal agreement. He briefly reviewed the responsibilities of each agency.

3. Discuss the current Code of Ordinances, Article 9.04 “Fireworks”, Section 9.04.001(b)(2), regarding expiration of provisions, and provide direction to staff regarding potential amendments (Councilmember Fruin)

4. Discuss enforcement of established residential speed limits, and provide direction to staff regarding additional measures and/or options (City Manager)

City Manager Stallings provided brochures on traffic data collection devices and the Rockwall specs on speed humps. He advised the council that installation of the speed humps is more involved than he knew originally and will take some time to evaluate. It was noted that speed humps could affect emergency response vehicles.

5. Discuss and consider approving an ordinance amending the Code of Ordinances, Chapter 19, Division 2. “Parking Regulations for Specific Streets”, by repealing and replacing Subsection 17.04.064 to provide for extended no parking on the north and south sides of the westbound U.S. Highway 175 service road, from FM 1389 to the Kaufman County/Dallas County line (Police)

Police Chief Calverley reviewed the background and need to expand the no parking areas along Hwy 175.

6. Discuss and consider approving a resolution suspending the April 17, 2017 effective date of Oncor Electric Delivery Company’s requested rate change (City Manager)

Mr. Stallings advised that Oncor had requested a rate increase and this suspension will allow more review. The matter will come back again in the future.

Adjourned at 6:57 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Christie Wilson, Interim City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
APRIL 3, 2017**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:07 p.m. on Monday, April 3, 2017, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Alexis Allen, Library Director Liz Gant, and Interim City Secretary Christie Wilson.

ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS

Call to Order

Invocation- Councilmember Magill

Pledge of Allegiance

Proclamation- Public Safety Telecommunicator Week- Mayor presented the proclamation to the Seagoville communications officers.

Presentation from the Keep Seagoville Beautiful Board- Liz Gant introduced board members who were present and reviewed a new anti-littering campaign and logo they are working on with the local elementary schools. Signs will be installed around the schools. Mayor Childress recommended they utilize the local radio station to help advertise the program. It was also suggested larger sized stickers with the logo be applied to city trash receptacles.

Mayor's Report- Councilmember Rick Howard is out ill.

Citizens Public Comment Period for Posted Agenda Items- Resident Karl Boss spoke of speeding vehicles in his neighborhood (largely construction vehicles.) He said the HOA has met and is requesting the speed limit on their streets be reduced to 20 mph and that the HOA would pay for the expense of the signs and installation.

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

- 1. Consider approving City Council meeting minutes for March 20 and March 27, 2017 (City Secretary)**

2. **Consider approving a resolution authorizing the City Manager to sign an Interlocal Cooperation Agreement by and between the Seagoville Police Department and the Dallas Independent School District Police Department for the purpose of clarifying jurisdiction, defining parameters and areas of responsibility, and establishing a spirit of cooperation to enhance the services that both agencies provide to the citizens and DISD schools located in the City of Seagoville (Police)**

Motion to approve- Magill; second by Epps;

Councilmember Hernandez confirmed with Chief Calverley that the level of service between agencies is the same as it has been previously. It was also confirmed that if a situation occurs in Seagoville's city limits, then Seagoville P.D. would be the lead agency, and vice-versa for Dallas city limits.

Motion passed with all ayes.

REGULAR AGENDA-

[Councilmember Fruin left the meeting at 7:24 p.m.]

3. **Discuss the current Code of Ordinances, Article 9.04 "Fireworks", Section 9.04.001(b)(2), regarding expiration of provisions, and provide direction to staff regarding potential amendments (Councilmember Fruin)**

Community Service Director Ladis Bar presented this request from the property owner to amend the Code of Ordinances regarding extending the expiration date of 2022 to 2032 for the restrictions as they apply to property annexed in 2012. Currently in 2022 the exceptions to the ordinance will no longer apply. There was considerable discussion on the matter with several council members expressing they would not agree with the absence of a fire suppression system past the year 2022. They requested the city attorney draft an additional provision that if in 2022 the property owner has a fire suppression system installed and has the required liability insurance, then the six-thousand square foot minimum building requirement could be waived.

[Councilmember Fruin returned to the dais at 7:41 p.m.]

4. **Discuss enforcement of established residential speed limits, and provide direction to staff regarding additional measures and/or options (City Manager)**

City Manager Stallings provided some sample speed hump policies from other cities and information on electronic speed monitoring signs [portable data collectors] that he said will likely be included in the next budget. He will review speed hump policies from various cities and bring something back to council for consideration in the future. Councilmember Fruin requested that the city gather some data from the streets where complaints are originating, citing that sometimes vehicles appear to be going faster than they actually are.

complaints are originating, citing that sometimes vehicles appear to be going faster than they actually are.

5. **Discuss and consider approving an ordinance amending the Code of Ordinances, Chapter 19, Division 2. "Parking Regulations for Specific Streets", by repealing and replacing Subsection 17.04.064 to provide for extended no parking on the north and south sides of the westbound U.S. Highway 175 service road, from FM 1389 to the Kaufman County/Dallas County line (Police)**

Motion to approve and to include eastbound Hwy 175 as well [to the 1st bridge at the levee]- Hernandez; second by Epps; motion passed with all ayes.

6. **Discuss and consider approving a resolution suspending the April 17, 2017 effective date of Oncor Electric Delivery Company's requested rate change (City Manager)**

Motion to approve- Hernandez; second by Magill; motion passed with all ayes.

7. **Receive Councilmember Reports/Items of Community Interest-** Councilmember Epps voiced his appreciation of the appearance of the parks and thanked the staff for keeping them mowed and trash removed.

7. Receive Citizen Comments –

- 1) Joyce Cullum spoke about the excessive number of wild cats in her neighborhood and asked about a trap ordinance. Mayor Childress asked her to meet with the police chief about this matter.
- 2) Carla Jackson addressed the council about water bill increases and the reconnect fee that is assessed. She requested staff be able to work with residents.
- 3) Alexandria Perez reminded everyone about the April 22nd Annual Clean Up Day. She said lunch and music will be provided.

9. **Future Agenda Items –** Councilmember Hernandez requested implementation of a Hwy 175 Overlay District.

Adjourned at 8:03 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Christie Wilson, Interim City Secretary

Consent Agenda Item: 2

Meeting Date: April 17, 2017

Consider approving an amended contract for the Dallas Area Agency on Aging for Older Americans Act Program, specifically Section X. Compensation and Acknowledgement in regard to funding for the Senior Center (Library, Gant)

ITEM DESCRIPTION

SSCAT – DALLAS AREA AGENCY ON AGING CONTRACT FOR OLDER AMERICANS ACT PROGRAM CONTRACT AMENDMENT

BACKGROUND OF ISSUE:

The FY 2017 Seagoville-DAAA contract that was approved February 6, 2017 did not include the Senior Center Operations funding in the Contract. Staff questioned the DAAA Contract Manager, Sandra Luz about the omission. Ms. Luz assured staff that if the amount was in the application, it was funded even though it was not defined separately in the contract. On March 27, 2017, the Senior Center was audited and monitored by DAAA. At this meeting Ms. Luz informed staff that she would research the Senior Center Operations funding omission and later determined that DAAA should amend the contract to include and define the Senior Center Operations funding.

Statement from the original Agenda Communication for February 6, 2017

As in previous years, the City will be providing congregate meals to Seagoville seniors at our Community Center. Once again the Dallas Area Agency on Aging (DAAA) has and will help support the Senior Citizen Program in FY 2016 with a grant that provides for a portion of our operating costs including staff salaries. Additionally, this year DAAA will provide meal reimbursements to the City for all eligible seniors. The City Council will consider approval of a contract to renew the grant contract with DAAA for a period of one (1) year, from October 1, 2015 through September 30, 2016. The contract will also include the requirements for the meal reimbursement.

The City has received this grant on an annual basis since 1974 and it allows us to hire part-time staff to assist our full-time staff. It also provides funds for supplies. Visiting Nurses Association will provide the congregate meals for our seniors and we are prepared to serve approximately fifty-two senior citizens 60 years old and over on a daily basis. The amount of reimbursement will allow the program to operate on a break even or better basis. The full cost of the meals for eligible seniors is reimbursed through DAAA grant funds and participant contributions. Other non-eligible seniors may lunch as long as they pay full price for their lunch.

FINANCIAL IMPACT:

Of the total Congregate Meal Program expense, the Seagoville Senior Services Program will be responsible for \$5,284.00 in expenditures and indirect costs. The Senior Center Operations Grant will provide \$25,450 or approximately thirteen percent of the City's Senior Center operating budget.

DALLAS AREA AGENCY ON AGING
CONTRACT FOR
OLDER AMERICANS ACT PROGRAM

STATE OF TEXAS

COUNTY OF DALLAS

I. AUTHORITY TO CONTRACT

The authority on which this contract is based derives from the Older Americans Act (OAA), as amended, and its regulations; Health and Human Services regulations on administration of grants; Title 2 Code of Federal Regulations (CFR) Part 200; 45 CFR 132F; 45 CFR 91, and 1321, et seq.; the Uniform Grant Management Standards (UGMS), Governor's Office of Budget and Planning, January 2001; and all applicable Texas Department of Aging and Disability Services (DADS) and Area Agencies on Aging (AAA) and Long-Term Care Ombudsman Program rules as published in Title 40 Texas Administrative Code (TAC) Chapters 81, 83, and 85; and, all state and local laws as pertains to this contract and its attachments.

II. CONTRACTING PARTIES

This contract is between the Dallas Area Agency on Aging, hereinafter referred to as DAAA, and **The City of Seagoville**, hereinafter referred to as SUBRECIPIENT. Whereas the State of Texas, acting through Texas Health and Human Services (HHS), has designated the Community Council of Greater Dallas to act as grantee for the Area Agency on Aging (AAA), to be known as the Dallas Area Agency on Aging; and whereas the AAA is the designated authority under the OAA to administer OAA funds, DAAA and SUBRECIPIENT hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations set forth herein and to performance and accomplishment of the tasks hereinafter described.

III. CONTRACT PERIOD

This agreement will become binding on the date of the signature by both parties. Notwithstanding this date, the term of the contract will begin on October 1, 2016, and end on September 30, 2017.

IV. CONTRACT EXTENSIONS

The parties to this contract may, by mutual agreement, extend this contract for a specified period. Any extension shall be in writing, with specific reference to this contract, and shall be subject to all of the terms and conditions of this contract and made a part thereof for all purposes.

V. AMENDMENTS TO THE CONTRACT

This agreement may be amended in writing upon mutual agreement by both parties or when dictated by implementation of laws and rules becoming effective within the contract period as pertains to the scope of this contract and its attachments. Amendment to this contract is also made upon submission to and approval by DAAA of an amended budget.

VI. SCOPE AND PROVISION OF SERVICES

SUBRECIPIENT agrees to provide the services and activities necessary to comply with their approved FY2017 Proposal for Services. SUBRECIPIENT'S approved FY2017 Proposal for Services is incorporated by reference into this Agreement as if set forth fully herein. The last approved budget, whether original or amended, shall be deemed applicable to this contract from the date of approval.

SUBRECIPIENT assures compliance with the following provisions relating to the services covered by this contract.

- a. Eligibility – The services covered by this contract serve only those individuals and groups eligible under the provisions of the Older Americans Act, as amended.
- b. Residency – No requirements as to duration of residence or citizenship as a condition of participation in the provision of services will be imposed on persons requesting services.
- c. Prohibition of Means Test for Services – SUBRECIPIENT shall provide all services funded by the Older Americans Act, as amended, without the use of any means test to determine eligibility for services.
- d. Services to Private Membership Prohibited – SUBRECIPIENT shall ensure that participation in nutrition site, senior center, adult day care or other support services under the Older Americans Act is not limited to membership in a specific private organization, group, association, or fraternal organization, nor show discriminating preference for such membership. Membership is never a prerequisite to receive an Older Americans Act funded service.

VII. TARGETING, OUTREACH AND COORDINATION

SUBRECIPIENT shall, in accordance with 42 U.S. Code (U.S.C.) Section 3026, and as addressed in the approved FY2017 Proposal for Services, assure it will use outreach efforts to identify individuals eligible for assistance under this contract, with special emphasis on: (1) older individuals with greatest economic need (with particular attention to low-income minority individuals); (2) older individuals who have greatest social need (with particular attention to low-income minority individuals); (3) older individuals with severe disabilities; (4) older individuals with limited English proficiency; (5) older individuals with Alzheimer's Disease and related disorders with neurological and organic brain dysfunction and the caretakers of such individuals; and (6) older individuals at risk for institutional placement.

SUBRECIPIENT shall establish procedures and mechanisms necessary to assure effective outreach and coordination within the local aging network to assure that various activities and programs operate pursuant to the Older Americans Act and 42 U.S.C. 3001 et seq. Outreach activities must be documented and must include, at a minimum, the type of outreach activities conducted and the number of contacts made.

SUBRECIPIENT shall be actively involved in the local aging network through coordination with other Title III contractors and social service agencies to plan, identify and assess the need for services. Where appropriate and feasible, SUBRECIPIENT will work cooperatively with other entities to develop collaborative programs. The DAAA is responsible for identifying focal points within the

region and these facilities are established to encourage the maximum collocation and coordination of services for older individuals. A list of the DAAA focal points is attached.

VIII. PERFORMANCE MEASURES

SUBRECIPIENT shall provide Congregate Meals to eligible participants. A unit of service is defined as **one meal**. The number of units of service under this project for the contract period shall be approximately **11,535 meals**. The number of unduplicated persons receiving services shall be approximately **250** eligible participants.

SUBRECIPIENT shall also provide Senior Center Operations services to eligible participants. The number of unduplicated persons receiving services shall be approximately **250** eligible participants.

SUBRECIPIENT shall notify and request approval from DAAA for service delivery to vary from the number of contracted units of service or the number of unduplicated persons receiving the service by five percent or more (+/-5%)

IX. FUNDING OBLIGATIONS

SUBRECIPIENT acknowledges DAAA obligation hereunder for payment, in consideration of full and satisfactory performance of activities described in this contract, is limited to monies received from the Administration for Community Living (ACL), the State of Texas, and any other originating funding source.

SUBRECIPIENT understands that Texas Health and Human Services (HHS) operates on a reimbursement basis. Therefore, SUBRECIPIENT must have sufficient financial solvency to sustain said contract performance until adequate funds are received by DAAA to compensate said SUBRECIPIENT.

DAAA shall not be liable to SUBRECIPIENT for costs incurred or performance rendered unless such costs and performances are strictly in accordance with the terms of this contract, including but not limited to, terms governing SUBRECIPIENT'S promised performance and unit rates and/or reimbursement capitations specified.

DAAA shall not be liable to SUBRECIPIENT for any expenditures which are not allowable costs under 2 CFR Part 200, as amended, or for which expenditures have not been made in accordance with the fiscal guidelines and requirements outlined by HHS.

DAAA shall not be liable to SUBRECIPIENT for expenditures made in violation of regulations promulgated under the OAA, as amended, or in violation of HHS rules, UGMS, or this contract.

De-obligation of funds shall occur based on year-to-date expenses. SUBRECIPIENT shall incur 50% of the projected expenses identified in the project budget by March 31, 2017, and at the monthly incremental equivalent percentages thereafter, through 100% by September 30, 2017. Otherwise, the DAAA may de-obligate those funds, making them no longer available for use by SUBRECIPIENT. If necessary, a notification shall be issued by the DAAA reducing the allocation by the amount in question and requiring submission of a budget amendment.

X. COMPENSATION AND ACKNOWLEDGEMENT

DAAA agrees to make payment to SUBRECIPIENT in the amounts and upon the terms and provisions as set forth in SUBRECIPIENT'S budget, and all attachments to this contract, and SUBRECIPIENT agrees to accept such payments as full compensation for services performed hereunder. All payments shall be based on the performance information reported in the approved budget, reimbursement requests, and programmatic reports.

DAAA will pay the SUBRECIPIENT on a **unit rate** basis for services rendered at a unit rate of **\$5.92** for Title III units. Title III compensation for the provision of services shall not exceed **\$53,931.20**. The SUBRECIPIENT will provide a match of at least **\$5,283.80**. The unit rate for meals purchased with match funds shall be **\$6.50**.

DAAA will pay SUBRECIPIENT on a **cost reimbursement** basis for Senior Center Operations. Title III compensation for the provision of these services shall not exceed **\$25,450.00**. SUBRECIPIENT will provide a match of **\$70,971.90**.

SUBRECIPIENT agrees to provide services under an "at risk" unit rate or cost reimbursement methodology in accordance with the rules and program instructions of HHS and DAAA.

SUBRECIPIENT shall acknowledge funding and support by DAAA and HHS in all publicity and promotions relating to this project. The credit line should read:

"This (project, program, service) is supported, in part, by the Community Council of Greater Dallas/Dallas Area Agency on Aging and Texas Health and Human Services."

XI. PAYMENT METHODOLOGY

DAAA has no obligation to remit funds under the terms of this contract for services provided on a reimbursement basis, as defined in Section X, COMPENSATION, until SUBRECIPIENT has provided the service and reported such provision in a request for reimbursement. In the absence of written agreement to the contrary, DAAA will remit funds to SUBRECIPIENT subject to the appropriate administrative procedures and contingent upon receipt of funds from HHS and/or other funding sources.

SUBRECIPIENT shall report eligible units of service and actual allowable expenses to DAAA in the frequency and in such manner, using any and all prescribed forms, as may be prescribed by DAAA.

Final payment shall be based on the information contained in the reimbursement system 45 days following termination of this contract. This payment provision shall apply to final payment whether at completion of the contract period or in the event of early contract termination.

XII. REPORTING REQUIREMENTS

SUBRECIPIENT agrees to compile and submit all required fiscal and programmatic reports utilizing information management software provided by DAAA by the 6th day of the month following the month in which services were provided. SUBRECIPIENT agrees to maintain fiscal records to support reimbursement in conformity with the procedures established by HHS and DAAA. All fiscal and programmatic reports shall continue to be due throughout the entire contract period even though no additional services may be reimbursable under this contract.

SUBRECIPIENT shall complete and submit to DAAA, all requests for funds on a DAAA-prescribed form in accordance with the rules and policies of DAAA. A final program report shall be submitted to DAAA on or before the date established by DAAA with not less than 45 days advance notice to SUBRECIPIENT. The total of all program reports including the final program report shall support and be reconciled to all funds received during the contract period. Under no circumstances shall requests for funds be submitted later than October 31, for the previous fiscal year, or after the final program report is submitted unless indicated otherwise by a funding source.

XIII. MATCH REQUIREMENTS

SUBRECIPIENT shall provide a minimum match of ten percent (10%) of the total project costs, as required by the OAA, as amended, and HHS rules.

Match shall be in accordance with 40 TAC §85.202. All match contributions shall be expended for goods and services necessary for and specifically identifiable in the approved FY 2017 Proposal for Services.

Match shall conform to the OAA regulations, 2 CFR Part 200, and HHS rules regarding match requirements or as required in requests for proposals issued by DAAA.

XIV. PROGRAM INCOME

Program income shall be administered in accordance with 40 TAC §85.202, UGMS Subpart C ____. 25 and all applicable HHS rules. SUBRECIPIENT shall use all program income and participant contributions collected under the approved FY 2017 Proposal for Services to further eligible program outcomes. All program income and participant contributions collected and expended shall be documented and managed according to HHS Rules and Regulations.

Program income received as contributions will be accounted for and deposited in accordance with the written policies and procedures established by SUBRECIPIENT in accordance with HHS rules and regulations. Units of service will be purchased with program income at a unit rate of **\$6.50** per unit. The goal for program income shall be **\$4,550.00**.

XV. CONTRIBUTION POLICY

SUBRECIPIENT shall provide a voluntary opportunity for each eligible participant to contribute to the cost of services while protecting the individual's privacy. SUBRECIPIENT shall safeguard and account for such contributions, and use such contributions to expand and/or enhance program outcomes.

XVI. MAINTENANCE OF RECORDS

SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records relating to its performance of this contract. SUBRECIPIENT shall use any and all standard forms promulgated by DAAA, as applicable. The DAAA shall require the use of all such forms for all subrecipients and/or service contractors, as applicable.

All of the aforesaid records shall be made available, with reasonable notice, at SUBRECIPIENT'S office, and shall be maintained for at least five (5) years after the termination of this agreement, or five years after any audit findings and other disputes or litigation relating to this agreement, if any, have been resolved. Multi-site SUBRECIPIENT may maintain all records at a designated central

location (i.e., administrative headquarters) for purposes of this section.

XVII. ACCESSIBILITY OF RECORDS

SUBRECIPIENT shall give DAAA, ACL, the Comptroller General of the United States, and the State of Texas, through any authorized representatives, the access to and right to examine all records, books, papers, contracts, or other documents related to this contract. Such right of access shall continue as long as such records, or any of them, are in existence, but shall not be less than five (5) years following the end of this contract term or the resolution of any disputes relating to this contract, whichever is later. SUBRECIPIENT shall include the substance of this provision in all subcontracts.

SUBRECIPIENT agrees the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. SUBRECIPIENT understands acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. SUBRECIPIENT understands under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to: (1) evaluating the entity's performance under the contract or subcontract; (2) determining the state's rights or remedies under the contract; or (3) evaluating whether the entity has acted in the best interest of the state.

XVIII. SERVICE PROVIDER REVIEW

In accordance with HHS rules, DAAA shall conduct reviews of SUBRECIPIENT programmatic and fiscal activities on a regular and systematic basis to ensure compliance with established policies and regulations.

XIX. AUDIT REQUIREMENTS

SUBRECIPIENT shall have an independent audit for any fiscal year in which it receives \$750,000 or more in Federal funds combined. SUBRECIPIENT shall submit a copy of an annual audit of SUBRECIPIENT, performed by an independent certified public accounting firm within nine months after the end of SUBRECIPIENT'S fiscal year, to DAAA. The audit shall cover SUBRECIPIENT'S entire organization and be conducted in accordance with generally accepted auditing standards. Audits performed under this Section are subject to review and resolution by DAAA or its authorized representative.

The audit shall be conducted and submitted in accordance with the standards for financial and compliance audits contained in the Standards for Audits of Governmental Organizations, Programs, Activities and Functions, issued by the U.S. General Accounting Office; the Single Audit Act of 1984; Title 2 CFR, Part 200 and Nonprofit Organizations; and UGMS.

SUBRECIPIENT understands and agrees SUBRECIPIENT shall be liable to DAAA for any costs disallowed as a result of unresolved questioned costs revealed during the audit. All questioned costs relating to a DAAA program shall be resolved within one hundred eighty (180) calendar days following receipt of SUBRECIPIENT'S audit by DAAA, otherwise disallowance of questioned costs shall be implemented, and SUBRECIPIENT shall be liable to DAAA for such disallowed costs.

SUBRECIPIENT shall have the right to appeal any such disallowance of costs in accordance with 40 TAC §81.15, Appeal Procedures for Area Agency on Aging Contractors.

SUBRECIPIENT shall procure audit services no less frequently than every five years. In the event the same audit firm is utilized for more than five consecutive years, SUBRECIPIENT shall request the audit firm assign a different audit manager to the project. The ability to assign a different audit manager shall be a consideration in the procurement for audit services.

SUBRECIPIENTS receiving funding under the \$750,000 threshold are required to have an accounting of the previous year's operations on file during the annual review process.

XX. IDENTIFICATION OF HIGH RISK

DAAA may identify a contractor as high risk in accordance with the UGMS, Grant Administration, Section III, Subpart B, paragraph .12, 2 CFR Part 200, and HHS policies. DAAA may inform SUBRECIPIENT of the identification as high risk in writing. DAAA may state the effective date of the identification as high risk, the nature of the issues that led to the identification as high risk, and any special conditions or restrictions. The identification as high risk may remain in effect until DAAA determines SUBRECIPIENT has taken corrective action sufficient to resolve the issues that led to the identification as high risk.

XXI. PAYMENT SUSPENSION, PENALTIES AND CONTRACT TERMINATION

In the event monitoring/evaluation activities by HHS, DAAA or its agents disclose deficiencies in SUBRECIPIENT'S performance or its service providers supported under provisions of this contract, DAAA shall take appropriate remedial steps to resolve such non-compliance. Remedies such as a corrective action plan, training or other actions based on the identified risk may be required of SUBRECIPIENT by DAAA. Continued non-compliance or identification of unallowable or disallowable activities/actions/processes will result in sanctions or penalties or both in accordance with 40 TAC §81.13.

DAAA or SUBRECIPIENT may elect to terminate this contract upon ten (10) calendar days' written notice from the terminating party to the other party. SUBRECIPIENT, upon notification of termination, shall have the right to appeal such termination following procedures outlined by DAAA.

This contract also may be terminated upon the occurrence of any of the following events:

- a. Discontinuance of funding to DAAA from HHS;
- b. Failure of SUBRECIPIENT to comply with any or all of the terms and conditions of this contract and any attachments thereto; or
- c. Mutual agreement between DAAA and SUBRECIPIENT.

In the event of termination, SUBRECIPIENT shall submit final billings for units of service delivered pursuant to the contract. Final billings will be submitted to DAAA within fifteen (15) calendar days after date of termination. DAAA shall reimburse those units of service, delivered in accordance with the contract, prior to termination.

At the date of termination, DAAA may require SUBRECIPIENT to transfer title and deliver to DAAA or to another authorized contractor any property acquired by Federal or State funds or assigned to

SUBRECIPIENT by DAAA for the purposes of this contract.

SUBRECIPIENT may dispose of property having a current value, at the time of termination, of less than \$500, in any manner, and DAAA shall make no recovery. DAAA shall provide instructions to SUBRECIPIENT regarding disposition of all property having a current value, at the time of termination, of \$500 or more, within fifteen (15) days following notice of termination.

XXII. RECAPTURE OF PAYMENTS

If SUBRECIPIENT has failed to comply with the terms of this contract that govern the use of monies pursuant to this contract, or if SUBRECIPIENT has received funds in excess of those actually earned, DAAA may take appropriate action including the recapture of payment and/or withholding of funds.

XXIII. DATA USE AGREEMENT (Attachment A)

SUBRECIPIENT agrees to abide by the terms and conditions as agreed and signed in the Data Use Agreement (DUA) Attachment 1 attached.

XXIV. ASSURANCES & CERTIFICATIONS (Attachment B)

SUBRECIPIENT hereby provides all assurances required by law as set forth in Attachment B of this contract. All assurances and certifications contained in Attachment B are hereby incorporated by reference into this contract for all purposes as if set forth fully herein. SUBRECIPIENT must certify compliance with assurances and certifications will be accomplished.

SUBRECIPIENT shall use due diligence to ensure reasonable steps have been taken to meet the criteria or standards stated within each assurance. Failure to comply with an assurance shall subject SUBRECIPIENT to penalties, disallowance of funds, and other action, up to and including termination.

XXV. DEBARMENT & SUSPENSION (Attachment C)

As required by Federal Executive Order 12549, Debarment and Suspension and implemented at 2 CFR Part 200, for prospective participants in Federal assistance programs:

SUBRECIPIENT certifies Attachment C to the best of his or her knowledge and belief, on behalf of the organization, defined as the primary participant in accordance with 45 CFR Part 76, and its principals.

SUBRECIPIENT also agrees by signing and submitting Attachment C, that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion--Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

XXVI. LIABILITY TO THIRD PARTIES

DAAA does not assume any liability to third persons, nor will DAAA reimburse SUBRECIPIENT for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this contract or any subcontract hereunder.

SUBRECIPIENT shall give DAAA or its representative immediate notice of any suit or action filed, or prompt notice of any claim made against SUBRECIPIENT arising out of the performance of this contract. SUBRECIPIENT shall furnish immediately to DAAA copies of all pertinent papers received by SUBRECIPIENT in connection with any such suit, action or claim. DAAA or HHS shall have the option to intervene in such actions to represent their interests.

XXVII. CODE OF CONDUCT

SUBRECIPIENT shall maintain a written code or standards of conduct, which shall govern the performance of its officers, employees or agents engaged in the award and administration of this contract supported by Federal funds if a conflict of interest, real or apparent, arises. Such a conflict would arise when: the employee, officer or agent; any member of his immediate family; his/her partner; or an organization which employs, or is about to employ any of the above, has a financial or other interest in the entity selected for award.

SUBRECIPIENT'S officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value for any purpose that is or gives appearance of being motivated by a desire for private gain or favorable treatment for themselves or others, particularly those with whom they have family, business, or other personal ties.

No officer or member of SUBRECIPIENT and no other public official or officer or member of the Board of SUBRECIPIENT who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal or pecuniary interest, direct or indirect, in the Contract or the proceeds thereof.

XXVIII. INSURANCE AND LICENSING

SUBRECIPIENT shall secure licensing when appropriate, and shall maintain adequate liability insurance to protect health and safety of clients and employees that comply with all applicable state and federal statutes. Proof of licensing and insurance shall be made available to monitoring agents upon request.

XXIX. FORCE MAJEURE

To the extent that either party to this contract shall be wholly or partially prevented from the performance within the terms of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, invasion, insurrection, accident, order of court, judge, or civil authority, an act of God, or any cause reasonably beyond the party's control and not attributable to its neglect, that in such event the service delivery shall be provided according to emergency management plans.

XXX. CONTRACT NOTICES

Any notice required to be given pursuant to the provisions of this contract shall be in writing and shall be deemed given upon actual receipt or upon deposit in the United States Postal Service Post Office with the proper postage affixed and addressed to the parties indicated on Page 1 of the opening statement of this contract until due notice has been given of a change of address.

For DAAA:

Ken Goodgames
Chief Executive Officer
Community Council of Greater Dallas/
Dallas Area Agency on Aging
1341 W. Mockingbird Lane, Suite 1000W
Dallas, TX 75247

For SUBRECIPIENT:

Dennis Childress, Mayor
Name & Title
702 N. Highway 175
Address
Seagoville, TX 75159
City, State, Zip

XXXI. POLITICAL ACTIVITY

No funds under this contract may be used in any way to attempt to pay any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of a federal grant, the making of a federal loan the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. SUBRECIPIENT, if a recipient of Federal assistance exceeding \$100,000 through HHS, will comply with 31 U.S.C. Section 1352.

XXXII. SECTARIAN INVOLVEMENT

SUBRECIPIENT shall ensure that no funds under this contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction. This clause shall be interpreted in light of HHS rule 40 TAC §69.16 and 2 CFR Part 200.

XXXIII. RIGHT TO APPEAL

Any applicant to provide services whose application or Proposal for Services is denied or whose contract is terminated or not renewed (except as provided in 2 CFR Part 200) has a right to appeal such action. The applicant shall give notice of appeal to DAAA within 10 days after it receives DAAA's action letter. Appeals Procedures adopted by HHS and codified at 40 TAC §81.15 will be used as the appeals process.

XXXIV. INDEPENDENT CONTRACTOR

In performance of obligations under this contract, SUBRECIPIENT shall act as an independent contractor and not as an agent, representative or employee of DAAA. No employee, agent, or representative of SUBRECIPIENT shall be considered an employee of DAAA nor be eligible for any benefits, rights or privileges afforded to DAAA employees.

SUBRECIPIENT shall not subcontract or assign work to be performed under the terms of this contract to a third party without prior written notification to DAAA and prior written consent from the DAAA Director. SUBRECIPIENT, in subcontracting any of the performance herein, understands and assures that its subcontractor shall comply with the terms and conditions of the contract.

XXXV. ORAL AND WRITTEN AGREEMENT

All oral or written agreements made prior to this contract have been reduced to writing and are contained herein by the execution of this contract including any proposals submitted by

SUBRECIPIENT. SUBRECIPIENT evidences its understanding and agrees that any prior agreement is terminated as of the effective date of this contract. Both parties agree that DAAA shall not be liable for any costs incurred by SUBRECIPIENT except to the extent provided in this contract. When 45 CFR, or its appendices, provide that a cost is allowable only when authorized in writing, the cost will not be allowable unless written approval from DAAA is obtained prior to the expenditure.

XXXVI. EMERGENCY MANAGEMENT

SUBRECIPIENT shall coordinate with the DAAA, the Texas Department of Public Safety, the Federal Emergency Management Agency (FEMA), county and local government entities and engage in those activities that meet the needs of the elderly during and after natural, civil defense, and/or man-made disasters.

In the event of a disaster, whether man-made, natural or of a civil defense nature, SUBRECIPIENT will provide and coordinate appropriate resources to federal disaster relief agencies and may provide equipment and resources for the following activities: temporary shelter; nutrition services; food preparation; transportation and volunteers.

XXXVII. SEVERABILITY

The invalidity or unenforceability of any provision of this contract will not affect the validity or enforceability of any other provision of this contract.

XXXVIII. APPLICATION OF LAW & VENUE

All claims against DAAA by SUBRECIPIENT seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to the contract shall be filed in Dallas County.

In the case of claims requiring federal jurisdiction, filing shall be within the Federal court district in which alleged events occur or in which the DAAA administrative office resides.

XXXIX. SURVIVAL OF TERMS

The following portions of this Agreement shall survive termination: VI, XI, XII, XVII, XIX, XXI, XXII, XXV, XXIX, XXXIV, XXXV, XXXVII, and XXXVIII.

XXXX. ACCEPTANCE OF CONTRACT

I, the undersigned, certify that I have read and understand the terms of this contract and that this agency will abide by them. I further certify that I am authorized to sign for SUBRECIPIENT agency.

FOR SUBRECIPIENT:

Dennis Childress
Typed Name of Authorized Official

Mayor
Title of Authorized Official

Signature of Official

Date

**FOR THE COMMUNITY COUNCIL OF
GREATER DALLAS/DALLAS AREA AGENCY
ON AGING:**

Ken Goodgames
Chief Executive Officer

Signature

Date

Regular Agenda Item: 3

Meeting Date: April 17, 2017

Discuss and consider approving an ordinance amending the Code of Ordinances, Chapter 9, Fire Prevention and Protection, Article 9.04 "Fireworks", Subsection 9.04.001 (b) to amend the exemption applicable to the property contiguous to the north side of Highway 175 which was annexed into the city after May 1, 2012 (Community Development)

ITEM DESCRIPTION:

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING CHAPTER 9, FIRE PREVENTION AND PROTECTION, ARTICLE 9.04, "FIREWORKS", OF THE CODE OF ORDINANCES BY AMENDING SUBSECTION 9.04.001 (B) TO AMEND THE EXEMPTION APPLICABLE TO THE PROPERTY CONTIGUOUS TO THE NORTH SIDE OF HIGHWAY 175 WHICH WAS ANNEXED INTO THE CITY AFTER MAY 1, 2012; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

BACKGROUND OF ISSUE:

At the April 3, 2017 council meeting Community Service Director Ladis Barr presented a request [from the property owner] for a 10-year extension to the 2022 expiration of exemptions for the property in question. There was considerable discussion on the matter with several council members expressing they would not agree with the absence of a fire suppression system past the year 2022. They requested the city attorney draft an additional provision that if in 2022 the property owner has a fire suppression system installed and has the required liability insurance, then the six thousand (6,000) square foot minimum building requirement could be waived.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

NA

EXHIBITS:

Proposed Ordinance Amendment

AN ORDINANCE OF THE CITY OF SEAGOVILLE

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF SEAGOVILLE, TEXAS, AMENDING CHAPTER 9, FIRE PREVENTION AND PROTECTION, ARTICLE 9.04, "FIREWORKS", OF THE CODE OF ORDINANCES BY AMENDING SUBSECTION 9.04.001 (B) TO AMEND THE EXEMPTION APPLICABLE TO THE PROPERTY CONTIGUOUS TO THE NORTH SIDE OF HIGHWAY 175 WHICH WAS ANNEXED INTO THE CITY AFTER MAY 1, 2012; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Council desires to amend its ordinance to extend the exemption currently existing providing certain health and safety requirements are satisfied; and

WHEREAS, the City Council finds that it would be in the best interest of its citizens to amend Chapter 9, "Fire Prevention and Protection", Article 9.04 of Seagoville's Code of Ordinances as set forth below.

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

SECTION 1: Chapter 9, "Fire Prevention and Protection", Article 9.04, "Fireworks", Section 9.04.001 of Seagoville's Code of Ordinances is hereby amended as set forth below:

"ARTICLE 9.04 FIREWORKS

Sec. 9.04.001 Sale; Display; Storage

(a)

(b) The provisions of this ordinance as to sale or display shall not apply to the following:

(2) Property contiguous on the north side of State Highway 175 which was annexed into the City after May 1, 2012. The provisions of this subsection shall expire on April 30, 2022. However, the property described in this subsection shall be exempt from the provisions of this section after April 30, 2022 if the Property is zoned as a Planned Development with allowable uses consistent with light manufacturing districts and a regulation allowing the sale, display and storage of the fireworks under specific conditions, including minimum liability insurance coverage of \$20,000,000.00 per occurrence, naming the City of Seagoville as an additional insured, and the owner has installed an adequate fire suppression sprinkler system.

(c) It shall be an affirmative defense to prosecution under this article”

SECTION 3: All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4: Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, paragraph, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, sentences, clauses and phrases be declared unconstitutional or invalid.

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

SECTION 6: That any person violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Seagoville as heretofore amended and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense.

SECTION 7: This Ordinance shall become effective from and after its adoption and publication as required by law.

DULY PASSED by the City Council of the City of Seagoville, Texas, this the _____ day of _____, 2017

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY

Regular Agenda Item: 4

Meeting date: April 17, 2017

Acceptance of City of Seagoville's Comprehensive Annual Financial Report for Fiscal Year 2016 (Finance)

BACKGROUND OF ISSUE:

The City of Seagoville is required to have an audit of its financial records performed annually. The City retained the firm of Fox, Byrd and Company, PC of Dallas, Texas to perform and report on the audit of the fiscal year ended September 30, 2016.

FINANCIAL IMPACT:

N/A

EXHIBITS:

Independent Auditor's Report

[Comprehensive Annual Financial Report- hard copy will be provided at the council meeting.]

INDEPENDENT AUDITOR'S REPORT

To the Mayor and City Council
City of Seagoville, Texas

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Seagoville, Texas (the City) as of and for the year ended September 30, 2016, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the

discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Seagoville, Texas as of September 30, 2016, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis (pages 5-17), the General Fund budgetary comparison information (pages 81-82), the Texas Municipal Retirement System Schedule of Changes in Net Pension Liability (Asset) and Related Ratios (pages 84 & 85) and the schedule of funding progress for participation in Texas Municipal Retirement System (page 86) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The introductory section, combining and individual non-major fund financial statements, the budgetary comparison schedule – debt service fund, and statistical section are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Tox, Byrd + Company, P.C.

Dallas, Texas
March 31, 2017

Regular Agenda Item: 5

Meeting date: April 17, 2017

***Acceptance of City of Seagoville's Popular Annual Financial Report for Fiscal Year 2016
(Finance)***

BACKGROUND OF ISSUE:

The City of Seagoville has developed a Popular Annual Financial Report for the fiscal year ended September 30, 2016. This report is intended to increase awareness throughout the community of the financial operations of the City. This report provides a user friendly look at City finances and the data within is derived from the Comprehensive Annual Financial Report.

FINANCIAL IMPACT:

N/A

POPULAR ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED SEPTEMBER 30, 2016



A Message From The City Manager

I am pleased to present to you the City of Seagoville Popular Annual Financial Report (PAFR) for the year ended September 30, 2016. This report is intended to increase awareness throughout the community of the financial operations of the City. As such, this report is written in a manner that will summarize and communicate, in a user friendly manner, the City's financial condition.

As we strive to keep citizens informed about the City's financial position, we understand the importance of being accountable for the receipt and expenditure of public funds. Through easier, more user friendly financial reporting, the PAFR is another example of our commitment to improve communication with our citizens and increase public confidence in the City of Seagoville. I want to thank the directors and their staff for their commitment to develop a budget that provides funding support for a quality level of service delivery while maintaining expenditures within fiscally conservative parameters. I also wish to express appreciation to you, citizens of Seagoville, and to the Mayor and City Council, for your commitment to this municipal organization.

I welcome any feedback, comments, or concerns regarding the information included in this report.

Sincerely,

Patrick Stallings

Pat Stallings, City Manager

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**POPULAR ANNUAL FINANCIAL REPORT FOR FISCAL
YEAR ENDED SEPTEMBER 30, 2016**



POPULAR ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED SEPTEMBER 30, 2016



INTRODUCTION

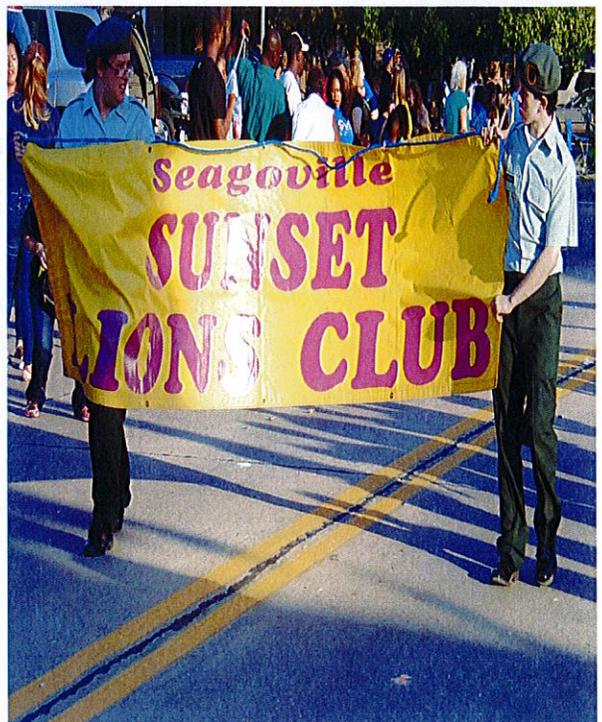
Seagoville, a suburban residential community, is on State Highway 175 and the Southern Pacific line ten miles southeast of Mesquite in southeastern Dallas County. Interstate Highway 635, State Highway 75, and Interstate Highway 20 all skirt the community.



Seagoville is on the original land grant of J. D. Merchant. One of the first recorded settlers in the area was Hugh L. Buchanan, who arrived in the 1860s. By 1867 John A. Brinegar had constructed a one-room log school with seats made of split logs. The early 1870s saw the arrival of the next group of settlers, which included the Cravens, Sorrells, Peaks, Moores, and Hawthornes, as well as the town's founder, T. K. Seago, who built a general store there in 1876. A community began to develop around the store, and in 1876 it was known as Seago. In that year B. F. Peak built a cotton gin, and two years later the community's first Baptist church was completed. Freight was shipped and received from locks on the Trinity River. In 1910 the community's first brick school was constructed; it had ten grades and fifteen students. That year the post office name was changed to Seagoville to avoid confusion with the town of Seago. In 1925 Seagoville secured electrical service, and in 1926 it incorporated.

The City of Seagoville is a Home rule city which operates under a Council/City Manager form of government, serving an estimated population of 15,130. The Council consists of the Mayor and five Council members. Council members serve two- year terms and are responsible for appointing the City Manager, Municipal Judge and City Secretary. The City Manager serves as the administrative head of the government and is responsible for implementing and carrying out the goals and objectives set forth by the City Council; and is responsible for the overall operations of the entire city. The City provides a full range of services, general administrative services, public safety services, to include: police and fire protection, communications, ambulance services, an animal shelter and code enforcement; community services: municipal court, library, senior center, health and sanitation; community development: building inspection, planning, streets, parks and recreation; additionally, water and sewer utility services.

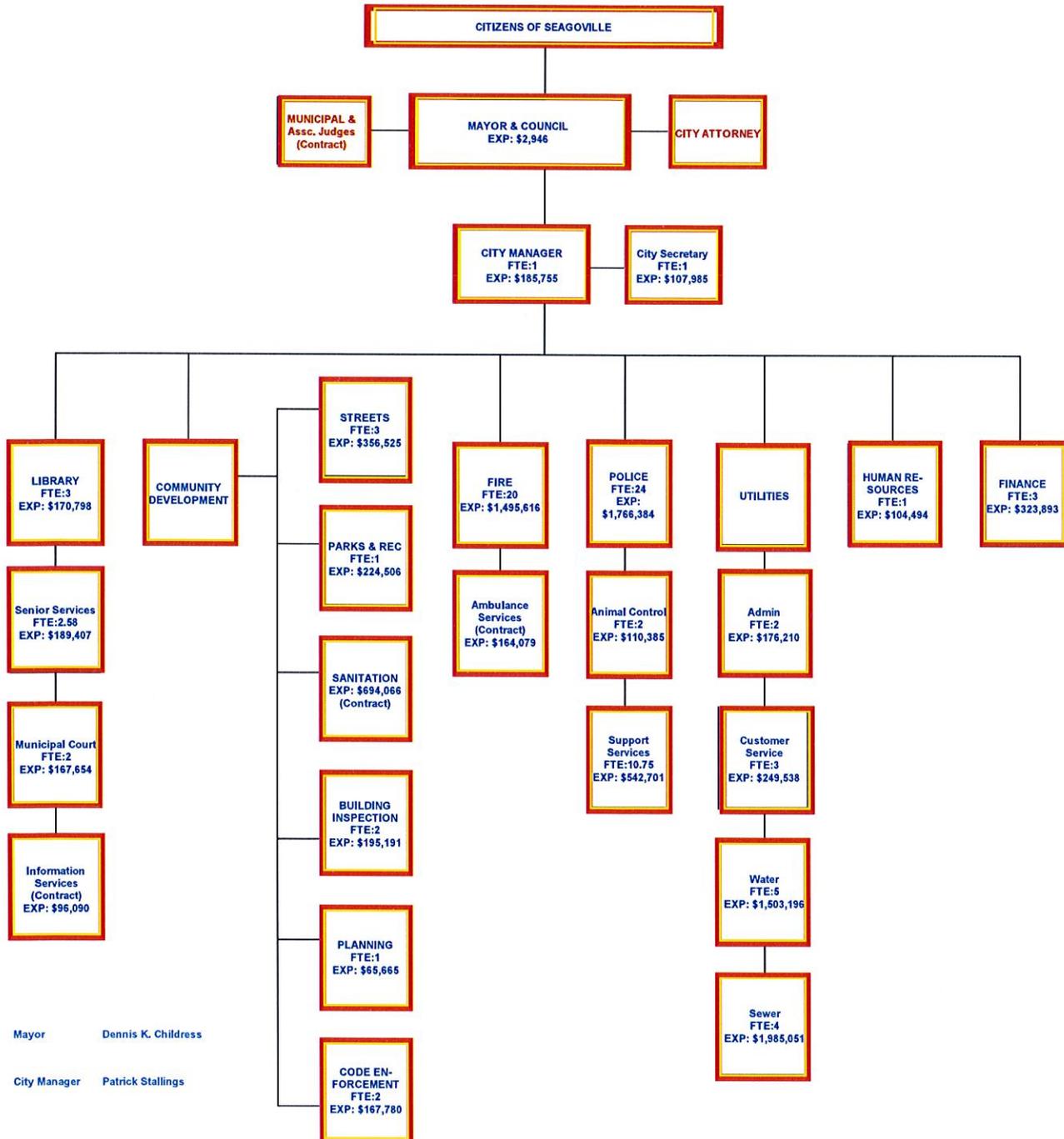
**POPULAR ANNUAL FINANCIAL REPORT FOR FISCAL
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POPULAR ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED SEPTEMBER 30, 2016

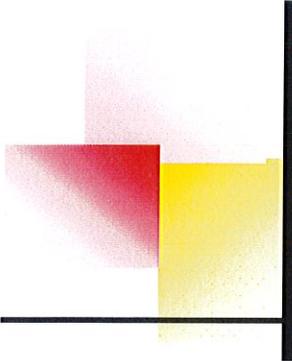


Organization Chart



Mayor Dennis K. Childress

City Manager Patrick Stallings



**POPULAR ANNUAL FINANCIAL REPORT FOR FISCAL
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MAJOR INITIATIVES

The City of Seagoville under the directive of the City Council undertook a number of initiatives during the fiscal year to provide for and improve the quality of governmental service, the citizens of Seagoville have come to expect. These improvements were identified after a systematic review of all activities of the City in which each program was analyzed to ensure that it was needed and wanted by the community and that it was being provided with maximum efficiency at the lowest cost possible.

Public safety improvements enhanced the quality of life for Seagoville residents. This year, the city added a public safety vehicle and replaced an emergency siren on Ard Road. The City improved the quality of street infrastructure through the reconstruction of Robinwood Addition improvements, Ard Road, Stark Road and South Kaufman Road.

This year's budget allowed for the establishment of a two person litter crew to abate litter issues, provide mowing and upkeep of City Rights of way. The City also acquired a litter crew truck and an asphalt roller for the Street department and Toro mower for the Parks department. With the assistance of the Seagoville Economic Development Corporation (SEDC), the City installed improvements in Bearden Park.

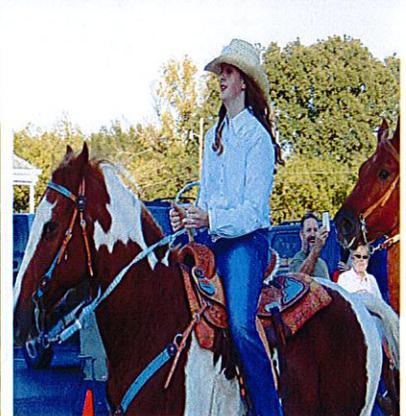
Throughout the year the City operated with an extremely lean budget and reduced service costs without sacrificing quality or impacting critical core areas.

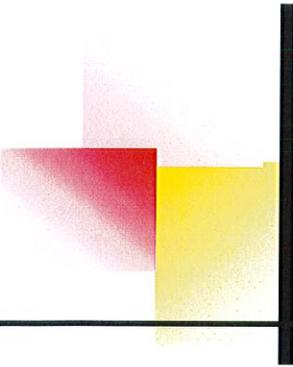
MISSION STATEMENT AND FOCUS AREAS

The long-term goals of the City of Seagoville are to provide quality municipal services to all our citizens and to respond in the most appropriate and fiscally responsible manner to citizen needs and concerns with the active participation of those citizens. These services include general government, public safety, community services and community development. Our focus areas in support of the long term goals are:

1. Provide quality safety services
2. Open, transparent and responsive governance and business services
3. Provide quality leisure opportunities to the community
4. Support economic and community development initiatives
5. Infrastructure operations and maintenance
6. Retain and attract quality employees

**POPULAR ANNUAL FINANCIAL REPORT FOR FISCAL
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POPULAR ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED SEPTEMBER 30, 2016



ABOUT THIS FINANCIAL REPORT

As part of our continuous effort to keep you informed of how your tax dollars are being spent, we are pleased to present the 2016 Popular Annual Financial Report (PAFR). The PAFR is a summary of the financial activities of the City's governmental funds and was drawn from information found in the Comprehensive Annual Financial Report (CAFR). The CAFR was prepared in conformance with generally accepted accounting principles (GAAP) and includes financial statements audited by Fox, Byrd & Company, P.C.

Unlike the CAFR, the PAFR is unaudited and presented on a non-GAAP basis. The GAAP basis presentation in the CAFR includes the City's component unit and the presentation of individual funds, as well as, full disclosure of all material events, financial and non-financial, in the notes to the financial statements. Seagoville's CAFR can be viewed by the public at City Hall, at the Public Library and online at www.seagoville.us.

AWARDS

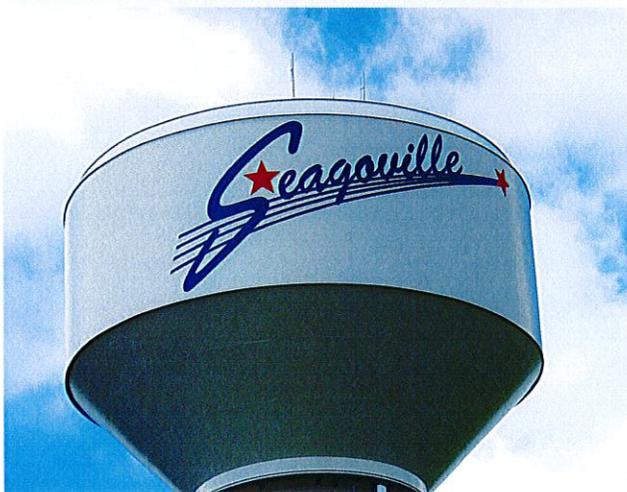
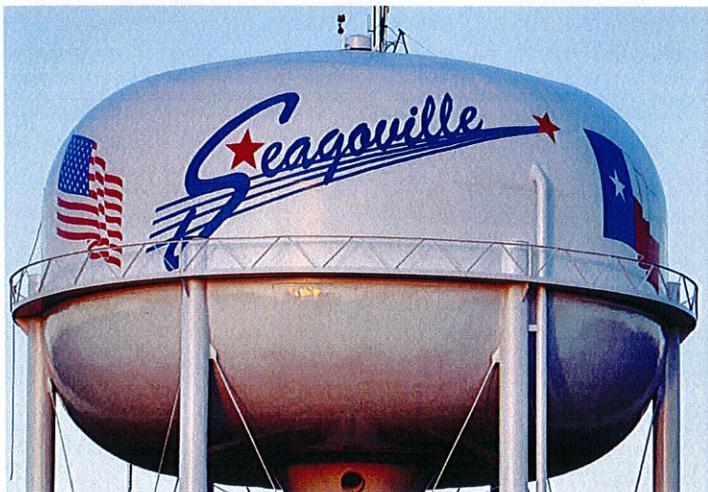
The City received the following awards (valid for one year only) from the Government Finance Officers Association (GFOA):

- ◆ Certificate of Achievement for Excellence in Financial Reporting for the CAFR for the year ended September 30, 2015.
- ◆ Award for Distinguished Budget Presentation for the fiscal year beginning October 1, 2015.
- ◆ Award for Outstanding Achievement in Popular Annual Financial Reporting for the fiscal year ended September 30, 2014

FINANCIAL HIGHLIGHTS

- ⇒ The City's combined net position (difference between assets and liabilities in governmental business-type activities) at September 30, 2016 totaled \$32,378,964 as follows: \$25,262,872 net investment in capital assets, \$1,882,253 restricted and \$5,233,839 unrestricted (can be used to meet the government's ongoing obligations to the citizens and creditors). Net position is the residual of all other financial statement elements presented in a statement of financial position. Net investment in capital assets is one of three components of net position, consisting of capital assets, net of accumulated depreciation, reduced by the outstanding balances of borrowings attributable to the acquisition, construction, or improvement of those assets. Restricted net position consists of restricted assets (assets whose use is subject to external constraints or constraints imposed by law) reduced by liabilities and deferred inflows of resources related to those assets. Unrestricted net position is the difference between total net position and net investment in capital assets and restricted net position.
- ⇒ Total revenues for all governmental funds were \$8,383,026 and total spending was \$9,242,075. The fund balances for these funds were \$3,577,055 in FY 2016 and \$2,981,708 in FY 2015.
- ⇒ Total revenues for business-type activities at the end of FY 2016 were \$5,557,465 and total spending was \$4,697,193 (including interest revenue and interest expense). Total net position was \$13,890,866 as compared to \$14,303,295 in FY 2015.

**POPULAR ANNUAL FINANCIAL REPORT FOR FISCAL
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GENERAL FINANCIAL INFORMATION

Most City services and projects are accounted for in a general category known as Governmental Funds. These concise descriptions should provide you with a better understanding of the accounts.

GOVERNMENTAL FUNDS

- ◆ **General Fund** - Accounts for revenues and expenditures associated with the general operations of the City that are not required to be accounted for in separate funds.
- ◆ **Special Revenue Funds** – Account for proceeds of specific revenue sources that are legally restricted for specific purposes (e.g. public safety).
- ◆ **Debt Service Fund** – Account for the payment of principal, interest and related costs on general long-term debt.
- ◆ **Capital Projects Funds** – Account for the financial resources used for the construction and/or acquisition of major capital facilities.

PROPRIETARY FUNDS

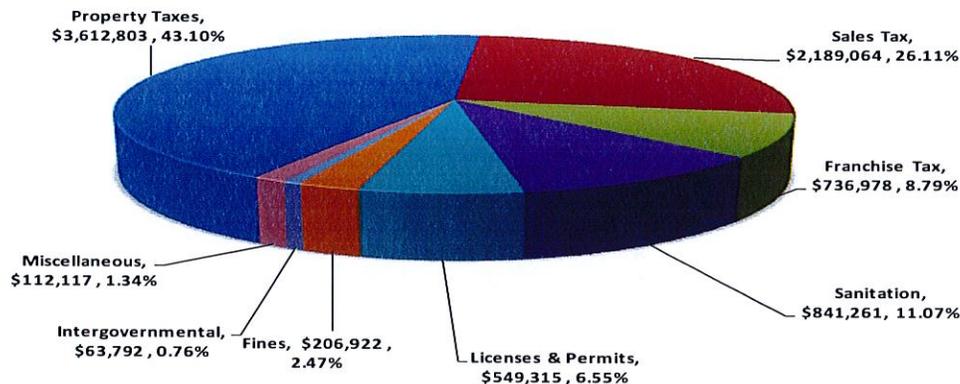
Proprietary Funds account for activities the City operates similar to private businesses. The City of Seagoville has two proprietary funds: the Water and Sewer Fund and the Group Insurance Trust Fund.

This Popular Annual Financial Report (PAFR) focuses on the City’s two largest funds, (General and Water and Sewer) which are of the most interest to citizens.

GOVERNMENTAL FUNDS’ FINANCIAL ACTIVITIES

At September 30, 2016 the City’s governmental funds reflected a combined fund balance of \$3,577,055, a \$595,347 increase from the previous year at \$2,981,708. These financial activities comprise the major categories in governmental fund revenue sources:

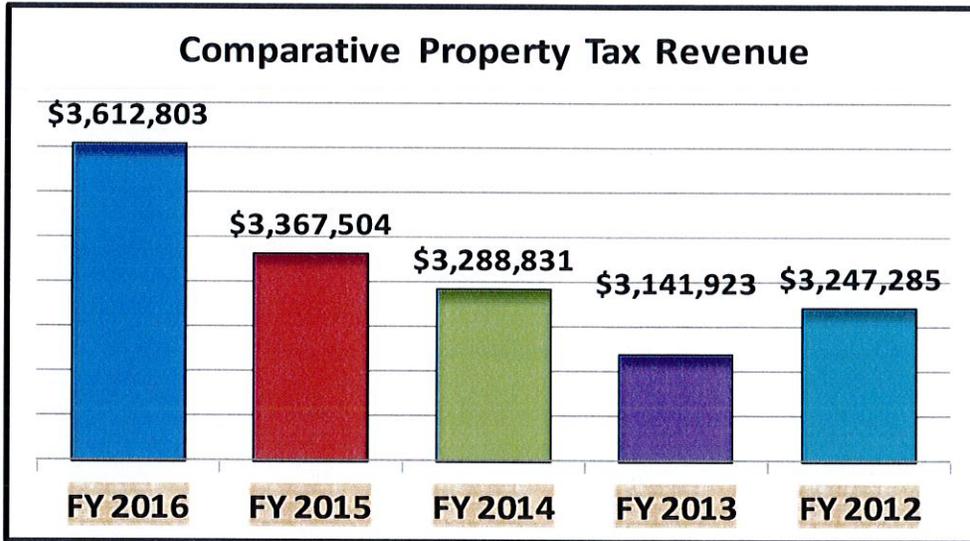
GOVERNMENTAL REVENUES





GENERAL FINANCIAL INFORMATION (continued)

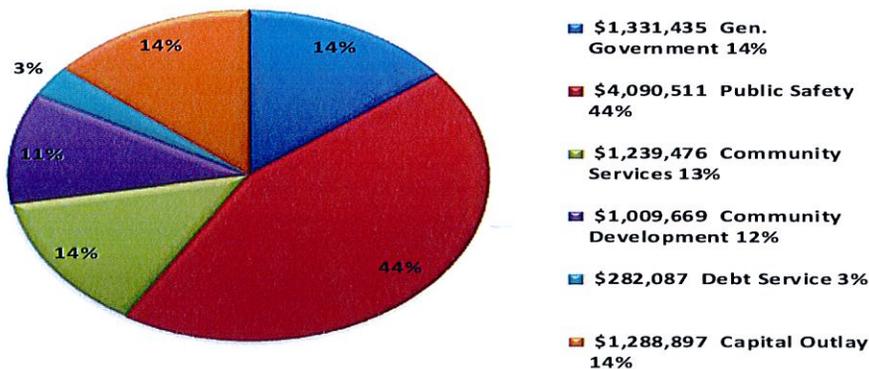
Total revenues for the governmental funds (\$8,383,026) showed an increase of 7.74% or \$602,120 compared to the prior year (\$7,780,906). The primary reasons for the increase were due to an increase in the property tax valuation from \$494,621,920 in the current fiscal year to \$468,560,132 in FY 2015, and increases in sales taxes and building permit revenue.



GOVERNMENTAL EXPENDITURES

Total governmental expenditures decreased by \$125,332 (1.34%) in fiscal year 2016 (\$9,242,075) from 2015 (\$9,367,407). The City's capital outlay decreased \$364,755 in FY 2016 from FY 2015. FY 2016 capital outlay expenditures include one patrol vehicle and camera added (\$45,962 and \$5,008 respectively) along with the repair of the City Hall roof (\$173,423), the replacement of the Ard Road emergency siren (\$24,985) and acquisition of a litter crew truck (\$24,761), an asphalt roller for the Street department (\$39,999) a Toro mower for the Parks department (\$72,125). In the infrastructure category, the City completed street improvements in the Robinwood Addition (\$391,185), Malloy Bridge Road (\$196,547), Stark Road (\$97,686), Ard Road (\$253,973) and South Kaufman Road (\$86,291)

FY 2016 GOVERNMENTAL FUND EXPENDITURES



**POPULAR ANNUAL FINANCIAL REPORT FOR FISCAL
YEAR ENDED SEPTEMBER 30, 2016**



GENERAL FINANCIAL INFORMATION (continued)

CAPITAL ASSETS

The City of Seagoville has \$32,316,668 in the following categories of capital assets:

Land

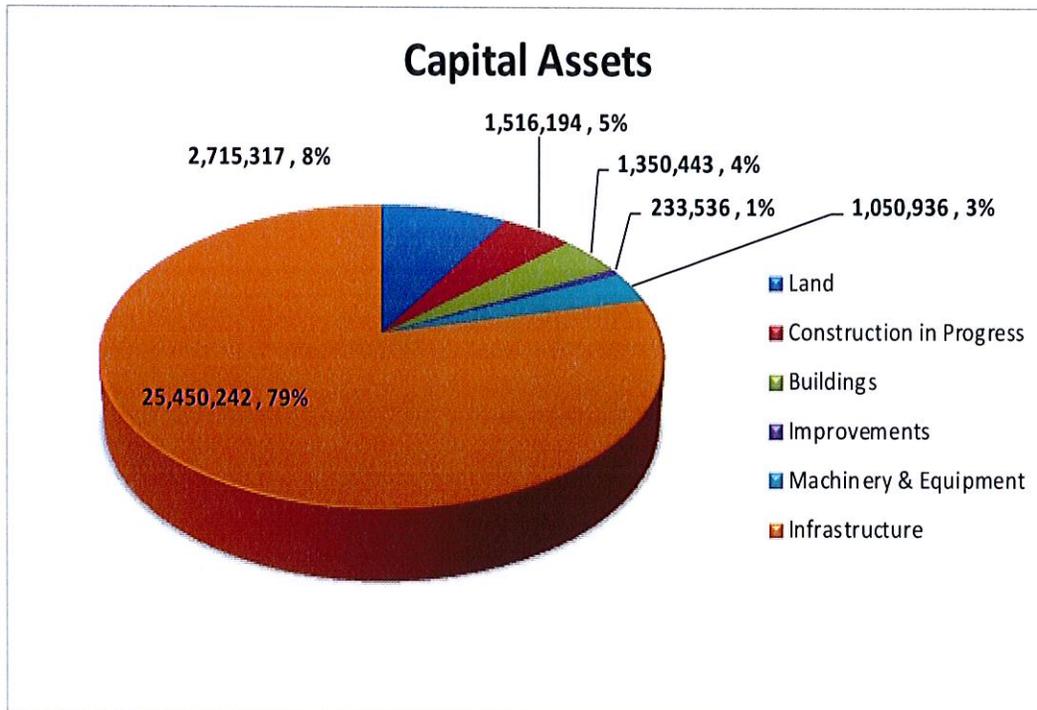
Construction in Progress - This class of capital assets is used for costs incurred to construct or develop capital assets before it is substantially ready to be placed in service.

Buildings – Includes permanent structures like City Hall, the police facility and fire station.

Improvements – This class of assets is used for permanent (i.e., non-movable) improvements other than buildings that add value to land. Examples include fencing, parking lots and landscaping.

Machinery and Equipment

Infrastructure – These are long-lived capital assets that are stationary in nature and normally can be preserved for a significantly greater number of years than most capital assets. Examples include streets, drainage systems, water and sewer systems.



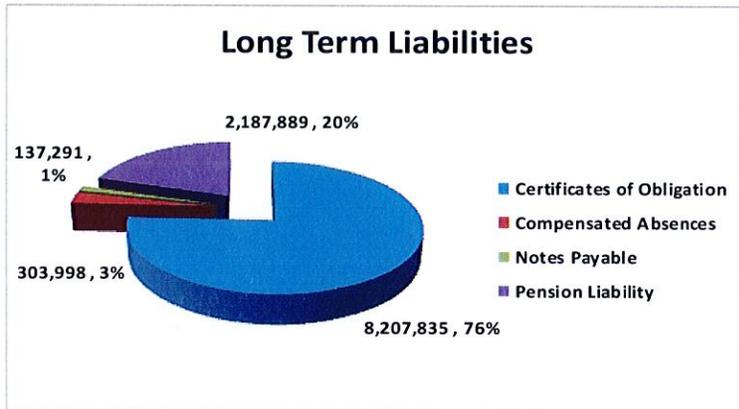
POPULAR ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED SEPTEMBER 30, 2016



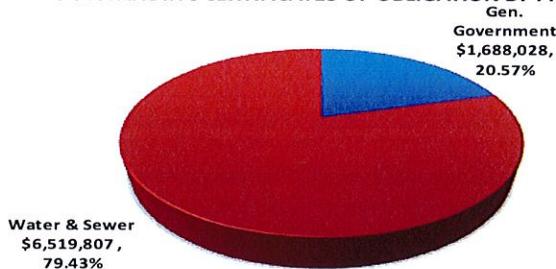
GENERAL FINANCIAL INFORMATION (continued)

LONG-TERM LIABILITIES

As of the fiscal year end, the City had \$10,837,013 in long-term liabilities compared to \$9,877,046 in 2015 (\$959,967 increase or 9.72%). This increase represents an increase in pension liabilities in the amount of \$1,325,712 due to actuarial changes in the assumptions used to determine the City's fiscal year end pension liability. The City is a member of the Texas Municipal Retirement System (TMRS) agent multiple-employer defined benefit pension plan. Based on the stated assumptions and projection of cash flows, the City's fiduciary net position and future contributions are sufficient to finance future benefit payments of current plan members. The other increase in long term liabilities was due to the note payable incurred to provide resources for the City Hall facility roof repair (\$137,291). Decreases to long term liabilities were \$471,903 in scheduled payments and amortization on the City's certificates of obligation debt and a reduction in compensated absences (\$31,133), reflecting staff turnover.



OUTSTANDING CERTIFICATES OF OBLIGATION BY TYPE



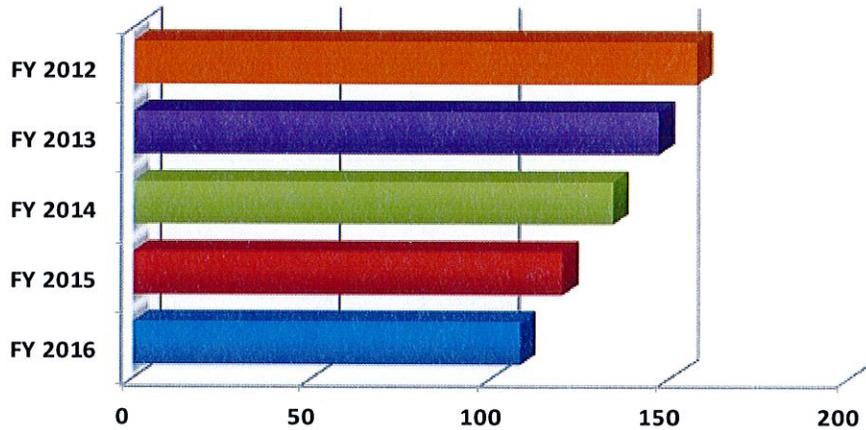
**POPULAR ANNUAL FINANCIAL REPORT FOR FISCAL
YEAR ENDED SEPTEMBER 30, 2016**



GENERAL FINANCIAL INFORMATION (continued)

LONG-TERM LIABILITIES

DEBT PER CAPITA



The City's current bond rating is A1 (Moody's). The rating recommendation reflects the stable local economy benefiting from the Dallas/Fort Worth location, the affordability despite low wealth levels, and management's maintenance of a low debt profile, healthy general fund balance and manageable pension burden. The rating also reflects the relatively small tax base and moderate taxpayer concentration present.

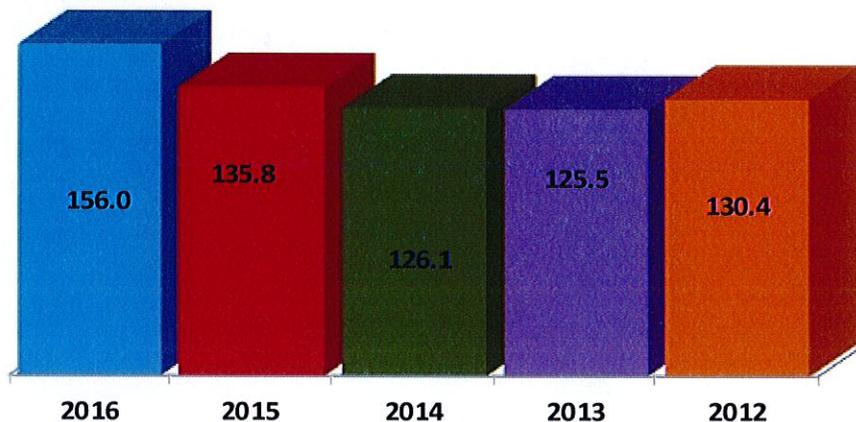


GENERAL FUND

FUND BALANCE

Fund balance is the excess of what is owned (assets) over what is owed (debts or liabilities). Because the General Fund reports only a subset of related assets (i.e., financial assets) and liabilities (i.e., those normally expected to be liquidated with current financial resources), the difference (fund balance) between the two is more of a measure of liquidity. The Financial Policies of the City of Seagoville require the General Fund to maintain a minimum 60 day reserve of budgeted expenditures. The City has consistently exceeded this goal, as shown in the chart below. The General Fund reported an unassigned fund balance at September 30, 2016 of \$3,172,548, an increase of \$469,854 (17.38%) in comparison with the prior year of \$2,702,694 (Governmental Funds' combining ending fund balances were \$3,577,055 compared to FY 2015 at \$2,981,708 producing a \$595,347 or 19.97% increase. This increase in General Fund balance was largely generated by increases in property tax revenues due to an increase in assessed valuations, sanitation services reflecting community growth and increased commercial and residential development enhancing licenses, permits and fees revenue. Of the total General Fund balance of \$3,335,644, \$3,172,548 constitutes the unassigned fund balance, which is available for spending at the government's discretion (referred to as unassigned fund balance). Comparative days of fund balance is an indication of how many days of reserve the City has available to fund operations. The chart below provides fund balance comparisons:

COMPARATIVE DAYS OF GENERAL FUND BALANCE



GENERAL FUND EXPENDITURES

General Fund expenditures total \$8,942,848 for FY 2016, a decrease of \$59,739 or .66% compared with FY 2015 (\$9,002,587). In FY 2016, the City's capital expenditures (\$1,288,897) for asset acquisitions and street improvements decreased by \$364,755, compared to FY 2015 expenditure of \$1,653,652. There were increases in retention pay for first responders and civilian employees with increased fringe benefit expenditures for medical and dental insurance. Other increases in expenditures can be attributed to increased firefighter uniform and minor equipment acquisitions, and the staffing and equipping of the two person litter crew to enhance the City's litter control efforts. Increases or decreases for major functions are as follows:

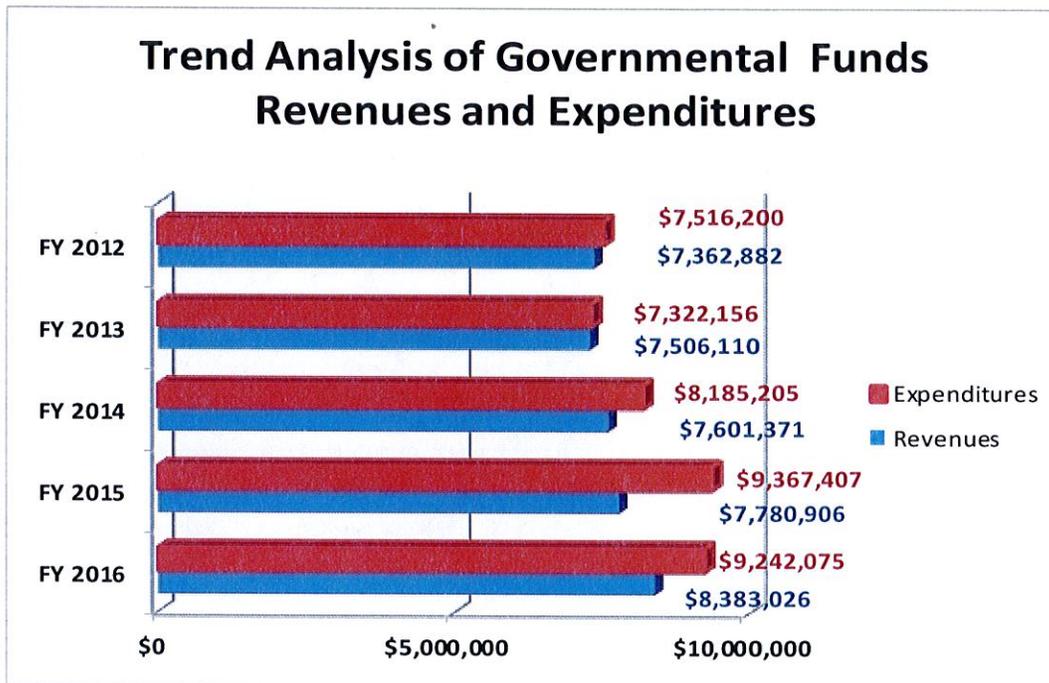
GENERAL FUND CONTINUED



GENERAL FUND EXPENDITURES

Major Functions	Amount	Percent of Total	Increase (Decrease) over 2015
General Government	\$ 1,297,528	14.51%	\$ 176,411
Public Safety	4,079,168	45.61%	60,578
Community Services	1,221,927	13.66%	29,366
Community Development	1,009,669	11.29%	(6,998)
Debt Service	45,659	0.52%	45,659
Capital Outlay	1,288,897	14.41%	(364,755)
Total	\$ 8,942,848	100.00%	\$ (59,739)

The chart below illustrates trend data for total governmental revenue and expenditures:

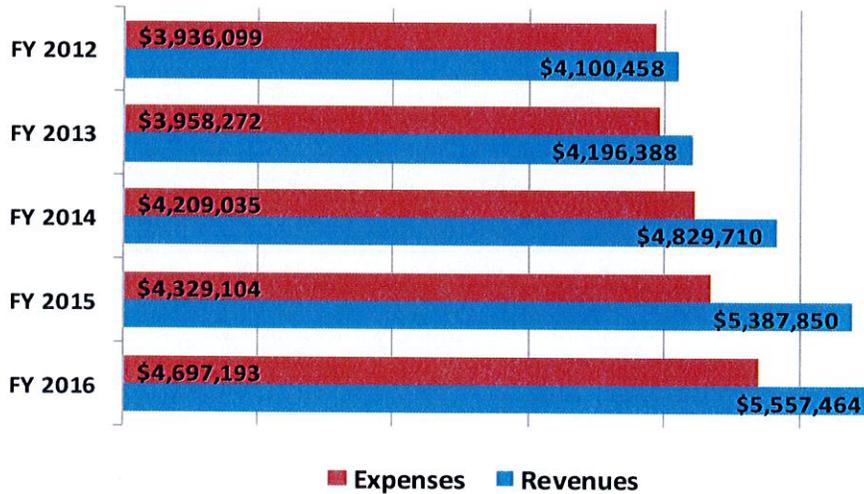




WATER AND SEWER FUND

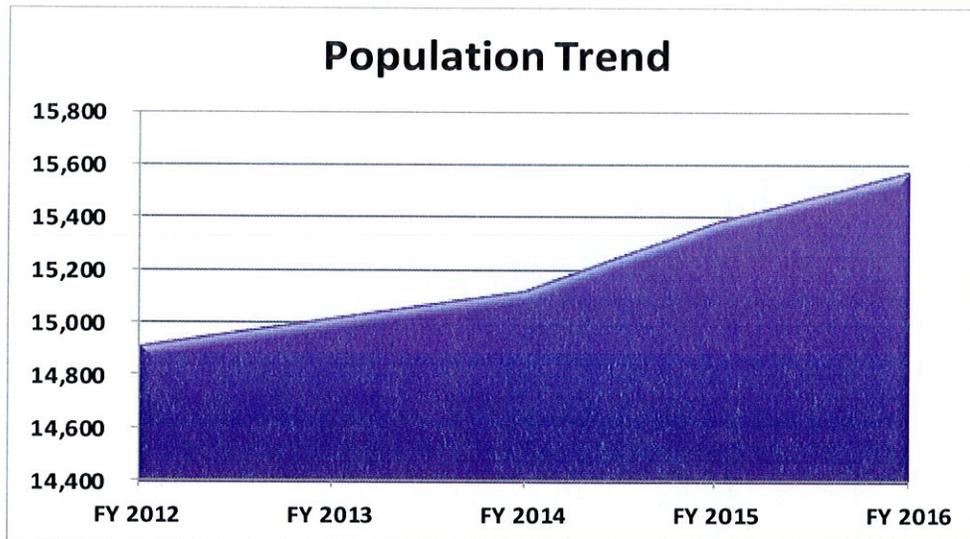
The City's Water and Sewer Fund has experienced steady growth and the customer base has grown to approximately 4,151 water customers and 3,862 sewer customers. The operating income on customer sales for FY 2016 totaled \$1,080,949 compared to last year's amount of \$1,412,588. The decrease in operating income results from increased cost of purchases of raw water from Dallas Water Utilities, and sewer treatment services provided by the North Texas Municipal Water District.

Water and sewer operations are reflected as follows:



OTHER INFORMATION

The following charts provides a look at population trends and the top ten taxpayers of the City

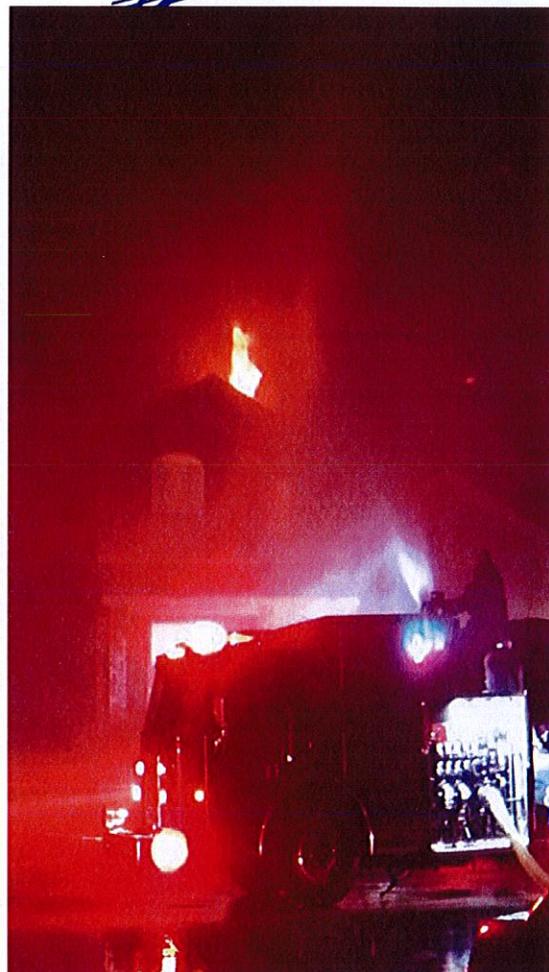


Taxpayer Name	Type of Business	2016 Assessed Value	Percentage of Total Assessed Value	Percentage of Top Ten Taxpayers to Assessed Value
OReilly Auto Parts	Distribution	\$ 41,045,731	7.80%	39.45%
WalMart	Retailer	16,488,810	3.13%	15.85%
YES Companies EXP2 LLC	Mobile Home Park	11,432,300	2.17%	10.99%
ONCOR Electric Delivery	Public Utility	11,157,140	2.12%	10.72%
Equity Development	Property Management	5,750,000	1.09%	5.53%
TSCA 202 LTD	Property Management	5,200,000	0.99%	5.00%
Round Hill LTD PS	Mobile Home Park	3,920,000	0.75%	3.77%
Villas of Seagoville, LLP	Aging Services	3,550,000	0.67%	3.41%
Polar Corp	Steel Fabrication	2,899,771	0.55%	2.79%
JP MORGAN CHASE	Financial Services	2,600,000	0.49%	2.50%
TOTAL		\$ 104,043,752	19.77%	100.00%

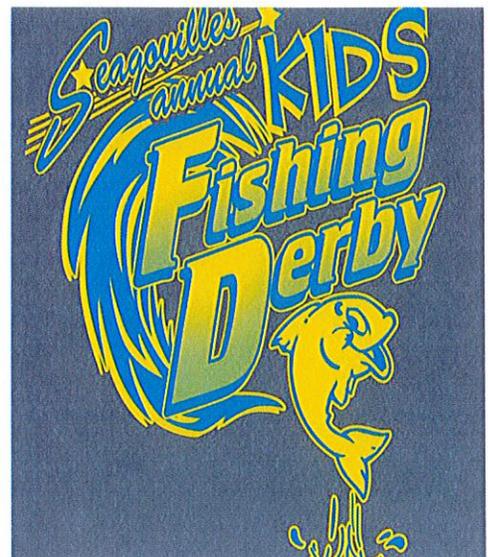
NEED MORE INFORMATION?

Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the City of Seagoville, Patrick Harvey, Director of Finance, 702 N. Hwy. 175, Seagoville, Texas, 75159.

**POPULAR ANNUAL FINANCIAL REPORT FOR FISCAL
YEAR ENDED SEPTEMBER 30, 2016**



**POPULAR ANNUAL FINANCIAL REPORT
FOR FISCAL YEAR ENDED SEPTEMBER
30, 2016**



Regular Agenda Item: 6

Meeting date: April 17, 2017

***Presentation of City of Seagoville's Six Month Financial Report for Fiscal Year 2017
(Finance)***

BACKGROUND OF ISSUE:

Patrick Harvey, Director of Finance presents the City's financial report for the first six months of FY 2017.

FINANCIAL IMPACT:

N/A



Memo

Date: April 11, 2017
To: Pat Stallings, City Manager
From: Patrick Harvey, Director of Finance
Subject: March 2017 Financial Reports

This memo accompanies the March 2017 Revenue and Expense Reports for the City of Seagoville, and highlights selected financial activities for the first six months of FY 2017. The first six months of the fiscal year represents 50% of the total fiscal year, and this memo provides an explanation of variances from that standard.

General Fund

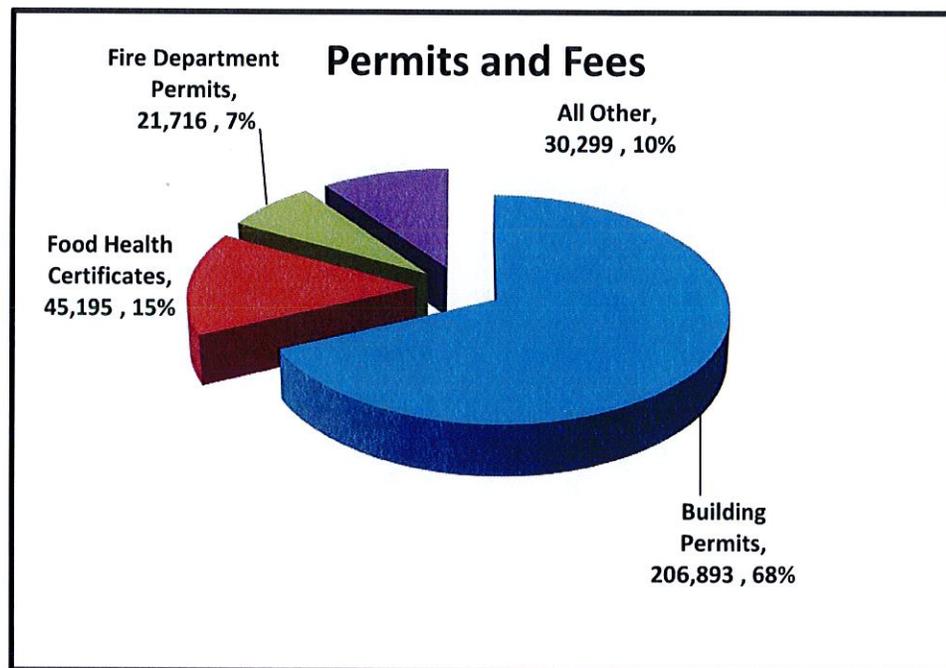
Revenues: General fund total revenue for the first six months of the fiscal year is above budget expectations (actual \$5,994,243 vs. expected \$5,726,871). Property tax revenue collection as a percentage of budget is slightly below last year (96.2% vs. 97.3%). The primary reason for this difference is due to higher collection of prior year property taxes and delinquent charges in FY 2016 compared to the current fiscal year. The dollar amount of the difference was approximately \$34,000. I do anticipate that current year property tax collections will meet budget expectations. Sales tax collections are above budget expectations for the current fiscal year (51.5% actual vs. 50.0% budget). In Franchise Fee revenue, the comparative collection trend for the first six months of FY 2017 vs. FY 2016 appears below:

Description	FY 2017 Amount	FY 2016 Amount	Increase (Decrease)
ONCOR	\$ 184,156	\$ 204,440	\$ (20,284)
TXU Gas	74,187	84,901	(10,714)
Suddenlink Cable	9,821	19,264	(9,443)
Telephone	20,705	37,416	(16,711)
Republic Services	18,379	26,161	(7,782)

Currently, Franchise Fee revenue in total is slightly below budget expectations fiscal year to date (48.6% vs. 50.0%).

Permits & Fees are above expectations due to the City's procedural change resulting in required renewals of food health permits prior to the end of the calendar year. Therefore, many local vendors renewed their food health permits for 2017 in December 2016. The comparative trend for the first six months of FY 2017 vs. FY 2016 appears below:

Description	FY 2017 Amount	FY 2016 Amount	Increase (Decrease)
Building Permits	\$ 206,893	\$ 117,367	\$ 89,526
Inspection Fees		92,883	(92,883)
Food Health Certificates	45,195	47,553	(2,358)
Fire Department Permits	21,716	18,882	2,834
All Other	30,299	31,108	(809)



Total revenues for the first six months of the fiscal year are \$5,994,243 or 75.1% of budget. This compares favorably to total General Fund revenues for the first six months of the previous fiscal year (\$5,801,085); however the overall trend for total revenue for the current fiscal year (75.1%) is less than the overall trend for the prior fiscal year (78.0%).

Expenditures: Total General Fund expenditures are below budget expectations (48.5% actual vs. 50.0% expected).

Streets are above expectations due to the ongoing street construction work on Riverview.

Non departmental is above expectations due to the annual premium payment to TML for workers' compensation and property/casualty insurance. The total premium paid exceeds budget expectations by \$77.46. The spending trend for postage, attorney fees and contingency are also above expectations.

City Manager Directed includes the planned transfer to the Street Maintenance Fund (\$262,357) to provide resources for street construction projects, and the planned transfer to the Vehicle Replacement fund (\$42,000). Due to an error by the County, the City refunded an overpayment (\$18,984.68) on a lien reimbursement from the County. The down payment for the acquisition of the Fire department quint vehicle is included (\$72,000). It also includes the planned acquisition of Laser fiche as provided in the FY 2017 budget (\$10,977.00 spent, \$12,922.00 budgeted) and the planned upgrade to the City website (\$19,159.95 spent, \$20,000.00 budgeted).

Water and Sewer Fund (Fund 20)

Revenues: Total Water and Sewer Fund revenues were within budget expectations (50.3% vs. 50.0%). Water sales should accelerate during the summer depending upon the weather conditions. **Water and Sewer Tap Fees** reflect increased development in the community. **Meter Installation Fees** reflect residential development activity in the City. **Penalties and Interest and Reconnection Fees** reflect activity on delinquent accounts.

Expenditures: Total Water and Sewer Fund expenditures are below budget expectations (37.5% actual vs. 50.0% expected).

W&S Debt Service (Fund 21)

Expenditures: Includes the semiannual interest payments on the Series 2006 bonds (\$12,798.06), the Series 2008 bonds (\$45,378.12) and the Series 2015 bonds (\$59,806.25). The remaining expenditure is for paying agent fees. Resources for debt service are provided through the water and sewer fund ratepayers.

General Debt Service (Fund 2)

Expenditures: Includes the semiannual interest payment for the following bond issues:

2006 Bonds	15,997.57	2008 Bonds	21,365.63
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Capital Project Reports

General Government Capital Projects (Fund 41)

This is the first of two capital project reports providing the financial status of the projects funded by the FY 2015 bonds. I have provided two reports for the general government capital projects: a Financial Status report and a comparative budget vs. actual spending report.

Financial Status Report

Inflows: There are two sources of resources funding the general government capital projects (1) bond proceeds, and (2) interest earned on bond proceeds. As of March 31, 2017, the total resource inflows for the FY 2015 street projects were approximately \$4,045,829.64. **Outflows:** In addition to the \$2,329,921.75 expended on capital projects, \$20,000 has been provided for financing costs for the FY 2015 bond sale. Total outflows from inception through March 31, 2017 total \$2,349,921.75. Unspent funds as of March 31, 2017 are \$1,647,052.53.

Capital Project Spending

This report provides project spending to date vs. budget for each project. As of March 31, 2017, no project has overspent its budget.

Water and Sewer Capital Project Spending (Fund 22)

This report provides project spending to date vs. budget for each project. As of March 31, 2017, no project has overspent its budget.

**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2016-17
AS OF 3/31/17
50.00 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Amended Budget	Year-to-Date	% of Budget
Revenues:						
Property Taxes	\$3,377,800	\$3,285,563	97.3%	\$3,768,772	\$3,623,936	96.2%
Sales Taxes	\$2,040,040	\$1,055,047	51.7%	\$2,178,764	\$1,122,206	51.5%
Franchise Fees	\$648,300	\$386,575	59.6%	\$647,500	\$314,784	48.6%
Permits & Fees	\$204,175	\$307,793	150.7%	\$258,125	\$304,103	117.8%
Sanitation	\$901,725	\$451,173	50.0%	\$914,560	\$475,749	52.0%
Senior Activities	\$24,000	\$17,835	74.3%	\$24,000	\$18,683	77.8%
Fines	\$238,000	\$99,617	41.9%	\$177,200	\$107,590	60.7%
Interest	\$1,500	\$1,736	115.8%	\$1,500	\$3,442	229.5%
Grants	\$0	\$12,548	0.0%	\$0	\$13,274	0.0%
Loan Proceeds	\$0	\$175,000	0.0%	\$0	\$0	0.0%
Miscellaneous	\$6,000	\$8,198	136.6%	\$6,000	\$10,476	174.6%
Total Revenues	\$7,441,540	\$5,801,085	78.0%	\$7,976,421	\$5,994,243	75.1%
Transfers In:	\$404,904	\$176,152	43.5%	\$379,904	\$203,752	53.6%
Expenditures:						
City Council	\$5,450	\$2,250	41.3%	\$9,450	\$1,772	18.8%
City Manager	\$163,193	\$82,760	50.7%	\$206,358	\$103,261	50.0%
City Secretary	\$117,058	\$52,730	45.0%	\$115,450	\$85,522	74.1%
Finance	\$327,028	\$162,855	49.8%	\$349,443	\$176,641	50.5%
Animal Control	\$127,487	\$53,708	42.1%	\$117,382	\$46,894	39.9%
Code Enforcement Bldg Inspection/Services	\$170,946	\$80,132	46.9%	\$175,197	\$80,687	46.1%
Police	\$1,919,769	\$852,295	44.4%	\$1,929,014	\$906,627	47.0%
Planning	\$65,256	\$37,758	57.9%	\$81,656	\$29,189	35.7%
Fire	\$1,547,491	\$713,960	46.1%	\$1,579,045	\$769,902	48.8%
Municipal Court	\$169,648	\$79,380	46.8%	\$161,508	\$78,591	48.7%
Library	\$171,426	\$81,375	47.5%	\$177,730	\$87,552	49.3%
Senior Center	\$190,532	\$63,032	33.1%	\$193,552	\$90,993	47.0%
Streets	\$498,883	\$129,997	26.1%	\$495,492	\$277,614	56.0%
Sanitation	\$682,920	\$288,370	42.2%	\$694,088	\$298,362	43.0%
Support Services	\$605,424	\$282,380	46.6%	\$669,800	\$299,071	44.7%
Parks	\$226,663	\$61,747	27.2%	\$231,437	\$85,230	36.8%
Emergency Medical Service	\$164,080	\$82,040	50.0%	\$164,080	\$82,040	50.0%
Information Technology	\$96,669	\$52,252	54.1%	\$93,759	\$45,686	48.7%
Human Resources	\$106,661	\$52,246	49.0%	\$110,403	\$53,524	48.5%
Non Departmental	\$342,835	\$192,310	56.1%	\$340,760	\$230,126	67.5%
Total Expenditures	\$7,901,765	\$3,505,556	44.4%	\$8,151,220	\$3,949,728	48.5%
City Hall Roof Repair		\$164,794				
City Manager Directed	\$266,179	\$451,880	169.8%	\$544,749	\$463,294	85.0%

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**WATER AND SEWER FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2016-17
AS OF 3/31/17
50.00 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
Revenues:						
Water Sales	\$2,371,804	\$1,182,838	49.9%	\$3,117,634	\$1,487,423	47.7%
Sewer Service	\$2,633,248	\$1,403,177	53.3%	\$3,120,468	\$1,599,188	51.2%
Penalties and Interest	\$115,000	\$64,676	56.2%	\$110,000	\$68,464	62.2%
Pretreatment Sewer Revenue	\$32,006	\$20,188	63.1%	\$46,388	\$21,809	47.0%
Reconnection Fees	\$35,000	\$22,025	62.9%	\$35,000	\$37,970	108.5%
Meter Installation	\$1,600	\$16,250	1015.6%	\$1,600	\$4,500	281.3%
Online Payment Fee	\$3,500	\$3,125	89.3%	\$4,500	\$4,088	90.8%
Interest Earnings	\$2,000	\$1,704	85.2%	\$2,000	\$3,063	153.2%
Miscellaneous	\$450	\$1,184	263.1%	\$450	\$5,146	1143.7%
Bank and NSF Fees	\$2,500	\$810	32.4%	\$900	\$840	93.3%
Water Tap Fees	\$4,200	\$0	0.0%	\$0	\$3,120	0.0%
Sewer Tap Fees	\$3,000	\$0	0.0%	\$0	\$4,800	0.0%
Total Revenues	\$5,204,308	\$2,715,977	52.2%	\$6,438,940	\$3,240,411	50.3%
Expenditures:						
Utility Administration	\$241,232	\$92,478	38.3%	\$164,652	\$81,565	49.5%
Water Services	\$1,498,255	\$634,443	42.3%	\$1,908,999	\$666,408	34.9%
Sewer Services	\$2,180,132	\$944,705	43.3%	\$2,349,774	\$812,362	34.6%
Customer Services	\$248,659	\$121,764	49.0%	\$214,119	\$92,867	43.4%
Non Departmental	\$203,606	\$159,615	78.4%	\$395,806	\$158,315	40.0%
Debt Service Transfer	\$549,100	\$275,793	50.2%	\$599,467	\$299,733	50.0%
Total Expenditures	\$4,920,984	\$2,228,799	45.3%	\$5,632,817	\$2,111,250	37.5%
Transfers Out	\$1,046,304	\$243,581	23.3%	\$752,304	\$176,152	23.4%

**OTHER FUNDS: FINANCIAL SUMMARY
FOR FISCAL YEAR 2016-17
AS OF 3/31/17
50.00% of Budget Year**

FUND #	FUND NAME	FY 2016 ACTUAL YEAR-TO-DATE REVENUES	FY 2017 ANNUAL REVENUE BUDGET	FY 2017 ACTUAL YEAR-TO-DATE REVENUES	FY 2016 ACTUAL YEAR-TO-DATE EXPENDITURES	FY 2017 ANNUAL EXPENDITURE BUDGET	FY 2017 ACTUAL YEAR-TO-DATE EXPENDITURES
		ENTERPRISE FUNDS					
21	W&S Debt Service	\$275,848	\$599,517	\$299,832	\$123,291	\$599,467	\$118,157
22	W&S Improvements	\$42,429	\$400,000		\$39,831	\$605,000	\$240,032
61	Storm Water	\$33,283	\$82,800	\$34,957	\$29,533	\$82,900	\$48,775
SPECIAL REVENUE FUNDS							
29	Police Seizure State		\$623		\$1,025		\$858
30	Police Seizure Federal						
32	Miscellaneous Grants	\$880	\$2,550	\$3,274	(\$1,620)	\$2,777	\$1,369
35	Recycle Revenue Fund	\$1,340	\$500		\$0	\$500	\$635
36	Municipal Court	\$3,886	\$7,500	\$3,802	\$3,989	\$20,366	\$6,342
38	Park Development			\$56,500			
39	Hotel Motel Fund	\$15,656	\$24,000	\$19,111	\$15,656	\$24,000	\$11,742
42	Park Maintenance		\$2,000				
43	Street Maintenance		\$120,100	\$120,000			
45	Animal Shelter	\$1,977	\$1,500	\$1,705	\$4,525	\$3,000	\$1,066
47	Vehicle Replacement Fund	\$59,264	\$44,500	\$42,000			
52	InterAgency PS Training	\$2,368	\$3,000			\$5,000	
DEBT SERVICE FUND							
2	General Debt Service	\$231,171	\$192,219	\$187,767	\$41,085	\$192,198	\$37,363
CAPITAL PROJECTS							
41	FY 2015 Street Projects	\$2,743	\$2,000	\$36,716	\$264,614	\$1,774,815	\$60,195

City of Seagoville
General Government Capital Project Financial Status
March 2017

Beginning Balance		\$	-
Add:			
Bond Proceeds	4,000,000.00		
Refund of Bond Fees	33,281.72		
Interest	<u>12,547.92</u>		
Total Inflows			4,045,829.64
Less:			
Bond Fees	20,000.00		
Capital Project Spending To Date	<u>2,329,921.75</u>		
Total Outflows			<u>2,349,921.75</u>
Available Funds			<u>\$ 1,695,907.89</u>
Remaining Project Allocation	1,647,052.53		
Unallocated Funds Available	48,855.36		

City of Seagoville
 General Government Capital Project Spending
 March 2017

DESCRIPTION	BUDGET	ADJUSTMENTS	ADJUSTED BUDGET	PROJECT SPENDING TO DATE	REMAINDER
<u>ONGOING PROJECTS</u>					
ELIZABETH/TUNNEL	(2) 537,000.00		537,000.00	29,998.07	507,001.93
WOODHAVEN ADDITION	750,000.00	124,900.50 (1)	874,900.50	72,974.68	801,925.82
LASATER/SIMONDS	(2) 162,000.00		162,000.00	160,071.00	1,929.00
SHADYBROOK (700-800 BLOCKS) CONCRETE REPAIR	(2) 136,000.00		136,000.00	894.73	135,105.27
BOWERS/ELMO/SEAGO	(2) 178,000.00		178,000.00	1,789.48	176,210.52
SIDEWALKS	25,000.00		25,000.00	19,340.95	5,659.05
SIGNS AND MARKINGS	25,000.00		25,000.00	10,779.06	14,220.94
BOND FEES	25,000.00		25,000.00	20,000.00	5,000.00
<u>COMPLETED PROJECTS</u>					
SHADY LANE				593,966.95	
CATHERINE LANE				414,424.67	
ROBINWOOD ADDITION				391,185.04	
MALLOY BRIDGE - CRESTVIEW TO ROSS				70,000.00	
MALLOY BRIDGE - COBB ROAD TO PARSONS SLOUGH				61,510.00	
MALLOY BRIDGE - ROSS TO LEVEE				65,037.00	
STARK				97,685.90	
ARD ROAD				253,973.30	
S. KAUFMAN - DALLAS COUNTY LINE TO EAST CITY LIMIT				86,290.92	
TOTAL	1,838,000.00	124,900.50	1,962,900.50	2,349,921.75	1,647,052.53

(1) Includes Council approved contract of \$799,900.50 and consultant agreement with BSM of \$75,000 (task 005)

(2) No expenditures in the first six months of FY 2017

CIP 90-1525-00-00 account balance

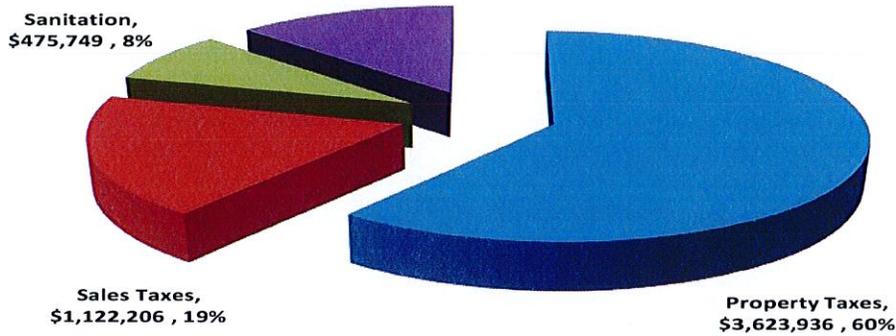
Completed Projects

City of Seagoville
W&S Fund Capital Project Spending
Mar 2017

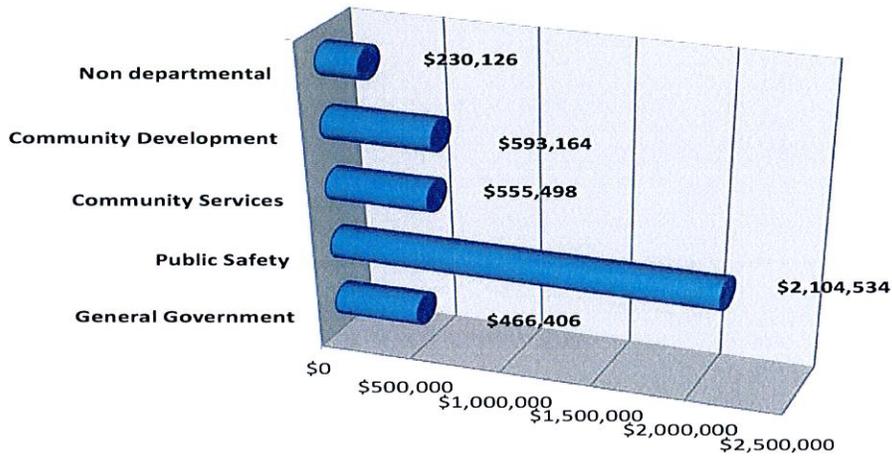
	BUDGET	ADJUSTMENTS	ADJUSTED BUDGET	PROJECT SPENDING TO DATE	REMAINDER
Project					
Elizabeth/Tunnel	160,000.00	31,000.00	191,000.00	187,370.20	3,629.80
Woodhaven Water Improvements	400,000.00	-	400,000.00	281,027.05	118,972.95
Kleberg Road Water Improvements	91,000.00	(83,225.00)	7,775.00	8,160.00	(385.00)
Highway 175 Water line Improvements	240,000.00	(204,376.00)	35,624.00	35,624.00	-
TOTAL			634,399.00	512,181.25	122,217.75

**YTD General Fund Revenues
2nd Quarter, FY 2017
Total \$5,994,243**

All Other,
\$772,351 , 13%



**YTD General Fund Expenditures
2nd Quarter FY 2017
Total \$3,949,728**



General Government

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

Community Development

Building Services, Code Enforcement, Streets, Parks, Planning

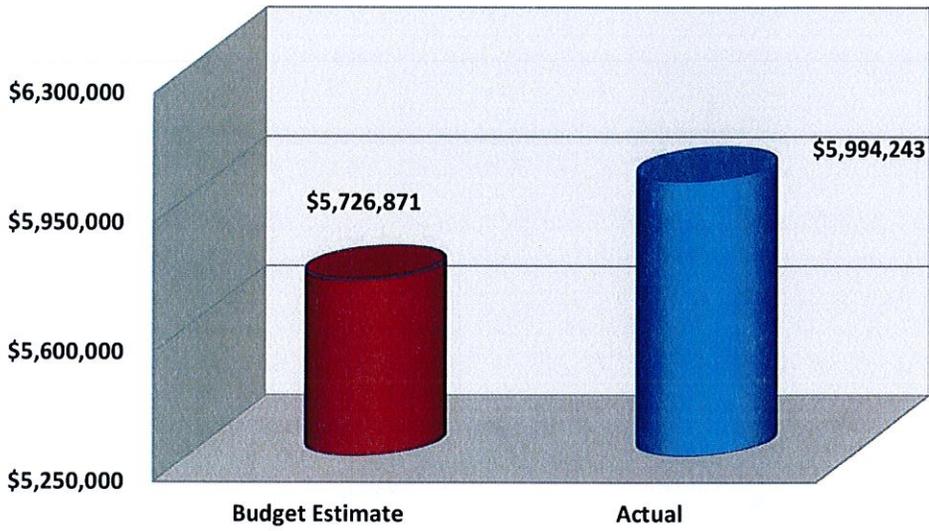
Community Services

Municipal Court, Library, Senior Center, Sanitation

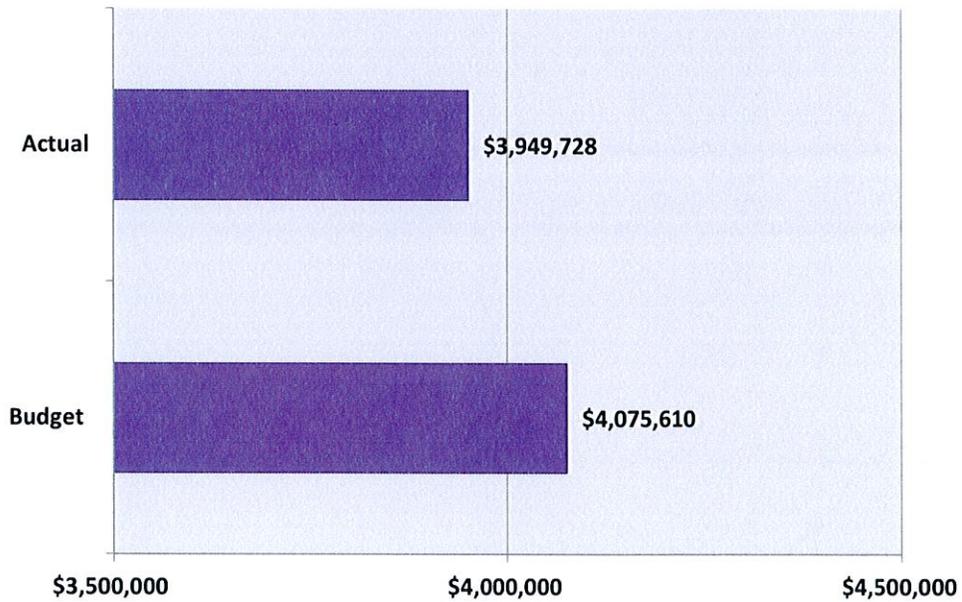
Public Safety

Police, Fire, Ambulance, Support Services, Animal Control

Year to Date Revenue Comparison General Fund



Year to Date Expenditure Comparison General Fund





Sales & Use Tax Monthly Summary General Fund

March, 2017

History by Month					
Month	FY 14-15	FY 15-16	FY 16-17	Inc/(Dec) From Last Year	Percent +/-
October	\$ 107,003.12	\$ 108,304.81	\$ 117,255.97	\$ 8,951.17	8.3%
November	\$ 124,981.98	\$ 134,211.07	\$ 139,335.95	\$ 5,124.88	3.8%
December	\$ 111,677.33	\$ 107,679.72	\$ 87,836.00	\$ (19,843.72)	-18.4%
January	\$ 103,452.34	\$ 106,634.86	\$ 120,436.32	\$ 13,801.47	12.9%
February	\$ 146,386.16	\$ 155,594.11	\$ 167,079.94	\$ 11,485.83	7.4%
March	\$ 85,928.29	\$ 101,380.53	\$ 113,468.05	\$ 12,087.52	11.9%
April	\$ 99,756.27	\$ 107,966.73	\$ -	\$ -	0.0%
May	\$ 141,681.14	\$ 141,751.32	\$ -	\$ -	0.0%
June	\$ 100,302.58	\$ 111,825.38	\$ -	\$ -	0.0%
July	\$ 106,340.37	\$ 114,616.88	\$ -	\$ -	0.0%
August	\$ 128,849.58	\$ 139,302.65	\$ -	\$ -	0.0%
September	\$ 109,082.88	\$ 118,827.00	\$ -	\$ -	0.0%
Total General Fund	\$ 1,365,442.01	\$ 1,448,095.02	\$ 745,412.21	\$ 31,607.13	4.4%

Actual to Budget					
GF Budget FY 2017				\$ 1,441,176	
	<u>PERCENT YTD</u>	<u>AMOUNT YTD</u>			
Target to Budget	50.00%	\$ 720,588.00			
Actual to Budget	51.72%	\$ 745,412.21			
Amount Over/(Under)		\$ 24,824.21			
Percent +/-		1.72%		<u>OVER/(UNDER)</u>	<u>% +/-</u>
September 30 Forecast			\$ 1,512,216	\$ 71,040	4.9%

Actual to Actual					
Year to Date	FY 14-15	FY 15-16	FY 16-17	Inc/(Dec) From Last Year	Percent +/-
Year to Date	\$ 679,429.21	\$ 713,805.08	\$ 745,412.21	\$ 31,607.13	4.4%

Total Sales Tax & Distribution				
	General Fund	PTR	4B	Total
This Month	\$ 113,468.05	\$ 56,734.02	\$ 56,734.01	\$ 226,936.09
Year to Date	\$ 745,412.21	\$ 372,706.11	\$ 372,706.10	\$ 1,490,824.42

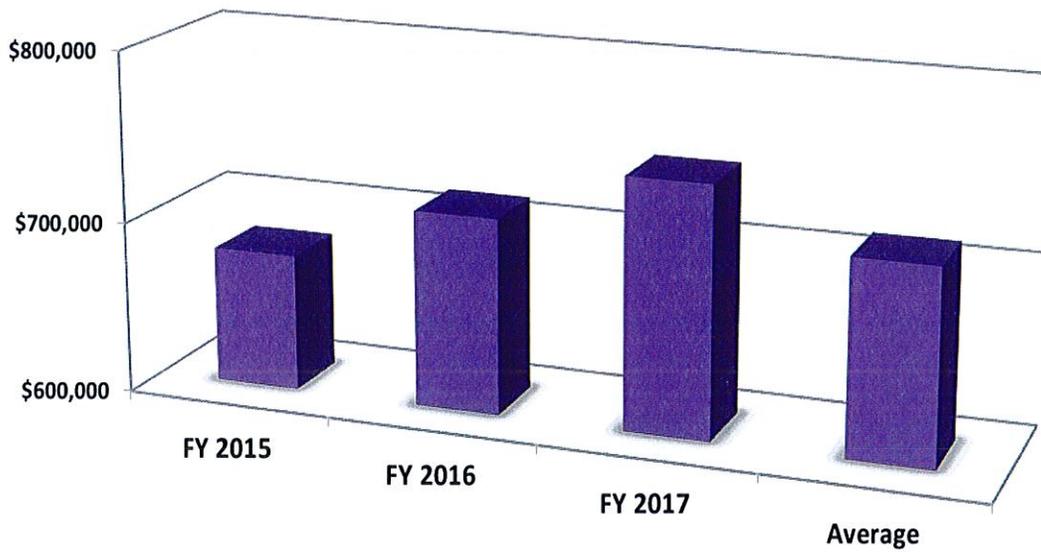
NOTE: SALES TAX IS RECEIVED FROM THE STATE TWO MONTHS AFTER THE ACTUAL SALE DATE.

General Fund Sales Tax Comparison



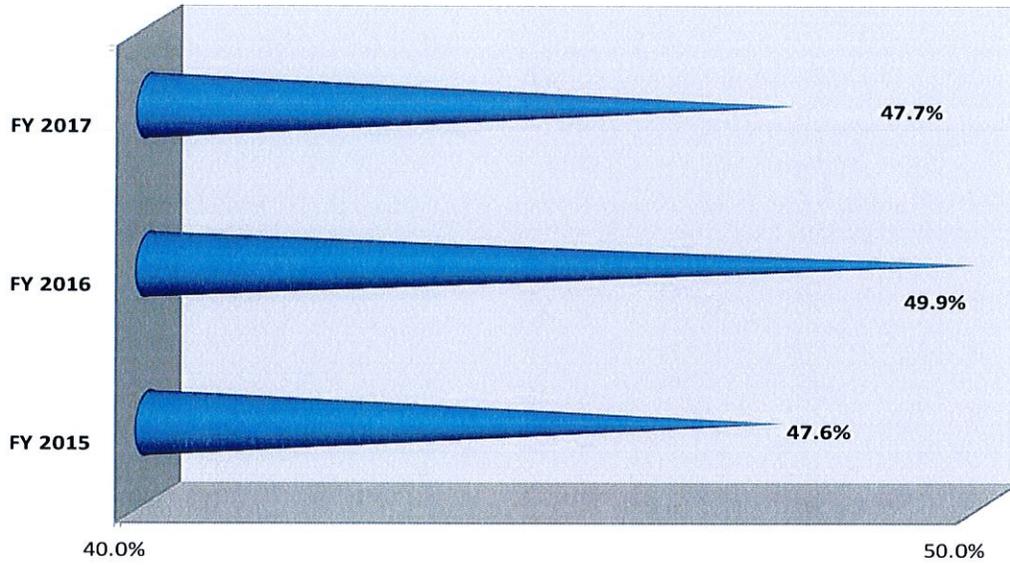
	FY 2015	FY 2016	FY 2017
OCT	107,003.12	108,304.81	117,255.97
NOV	124,981.98	134,211.07	139,335.95
DEC	111,677.33	107,679.72	87,836.00
JAN	103,452.34	106,634.86	120,436.32
FEB	146,386.16	155,594.11	167,079.94
MAR	85,928.29	101,380.53	113,468.05

Fiscal Year to Date Comparison - Sales Tax

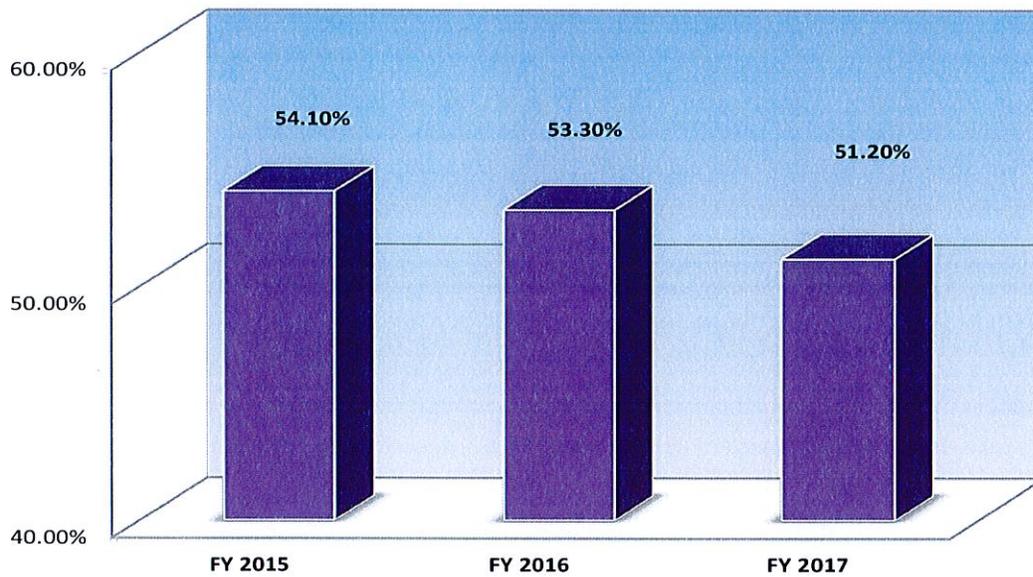


	FY 2015	FY 2016	FY 2017	Three Year Average
Fiscal Year To Date	679,429.21	713,805.08	745,412.21	712,882.17

Water Revenue as a % of Budget 50% of the Fiscal Year



Sewer Revenue as a % of Budget 50% of the Fiscal Year



Regular Agenda Item: 7

Meeting Date: April 17, 2017

Police Chief to update City Council on pending legislation regarding Distracted Driving and Use of Handheld Electronic Communication Devices (Police)

ITEM DESCRIPTION:

Council Update on House Bill 62 which deals with Distracted Driving and the use of Handheld Electronic Communication Devices.

Text as provided TML Legislative Update-

H.B. 62 - (Craddick) – Cell Phone Ban: would: (1) require driver education training to include information on the effect of using a wireless communication device or engaging in other actions that may distract a driver; (2) increase the penalty for a person younger than 18 years of age who uses a wireless communications device while driving in certain circumstances; (3) with certain exceptions, prohibit a driver from using a wireless communication device to read, write, or send an electronic message while operating a motor vehicle unless the vehicle is stopped; (4) prohibit a peace officer who stops a vehicle for an alleged violation of (3), above, from taking possession of or inspecting the device unless authorized by state law; and (5) prohibit the assignment of points under the Driver Responsibility Program when a person is convicted of texting while driving.

BACKGROUND OF ISSUE:

According to Scott Houston, Deputy Executive Director and General Counsel Texas Municipal League....

“HB 62 has passed the House and gone over to the Senate:

<http://www.capitol.state.tx.us/BillLookup/Actions.aspx?LegSess=85R&Bill=HB62>

It’s Senate companion bill, SB 31, was voted from the Senate Committee and placed on the Senate floor calendar, but was then removed:

<http://www.capitol.state.tx.us/BillLookup/Actions.aspx?LegSess=85R&Bill=SB31>

That may mean the Senate will just use the House bill instead, or it may mean that the infighting between the Senate and the House are holding it up. Also, the governor would typically veto the bill if it passed. The recent bus tragedy may mean he won’t this time, though.”

FINANCIAL IMPACT:

RECOMMENDATION:

EXHIBITS:

Regular Agenda Item: 8

Meeting Date: April 17, 2017

Receive Councilmember Reports/ Items of Community Interest

ITEM DESCRIPTION

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

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

Regular Agenda Item: 9

Meeting Date: April 17, 2017

Future Agenda Items

ITEM DESCRIPTION:

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