



JOINT MEETING AGENDA

CITY COUNCIL
&
SEAGOVILLE ECONOMIC DEVELOPMENT
CORPORATION

MONDAY, MAY 7, 2018

6:30 P.M.

City Council Chambers, City Hall

702 N. Hwy 175

Seagoville, Texas 75159

WORK SESSION – 6:30 P.M.

Call to Order

- A. Discuss regular session agenda items**
- B. Police Chief – Police Department & Animal Control**

Adjourn

REGULAR SESSION - 7:00 P.M.

City Council Call to Order

SEDC Call to Order

Invocation

Pledge

- 1. Presentation by The Retail Coach concerning retail and commercial business recruitment**
- 2. Presentation by Halff Associates concerning potential options for revitalizing the downtown corridor**

SEDC Adjourn

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.

- 3. Consider approving City Council Meeting minutes for April 16, 2018 (City Secretary)**

REGULAR AGENDA-

- 4. Presentation of City of Seagoville's Second Quarter Financial Report for Fiscal Year 2018 (Finance Director)**
- 5. Receive a presentation from Halff Associates on waste water master plan**
- 6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Defined Scope of Services Basis with Halff Associates, Inc., a Texas Corporation, for the Woodside Lane Storm Drain Outfall Repairs and Erosion Improvements, which is attached hereto and incorporated herein as Attachment 1 and Exhibit A respectfully, in an amount not to exceed Ninety Seven Thousand Dollars and No Cents (\$97,000); authorizing the City Manager to execute said Agreement and all documents necessary for the performance of work as set forth in Attachment 1, and Exhibit A thereto; providing for a repealing clause; providing for a severability clause; and providing an effective date (Community Development Director)**
- 7. Discuss and provide direction to staff on residential developments with regard to Planned Developments and straight zoning (City Manager)**
- 8. Executive Session**

Recess into Executive Session in compliance with Texas Government Code:

- A. § 551.087: Discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, and to deliberate the offer of a financial or other incentive to a business prospect, to wit: "Project Cake."**
- B. § 551.071: Consultation with the City Attorney to seek legal advice concerning Boards & Commissions.**

9. Reconvene into Regular Session

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

10. Discuss and consider attendance of Board Member Alexandria Perez from the Economic Development Corporation (Mayor)

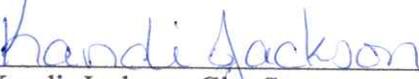
11. Discuss and consider removal of Commissioner Raymond Covert from the Planning & Zoning Commission (Councilmember Fruin)

12. Receive Councilmember Reports/Items of Community Interest – as authorized by Section 551.0415 of the Texas Government Code.

13. 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.

City Council Adjourn

Posted Thursday, May 3, 2018 by 5:00 P.M.


Kandi, Jackson, 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, May 21, 2018 Regular City Council Meeting**
- **Monday, May 28, 2018 Memorial Day Holiday**
- **Monday, June 4, 2018 Regular City Council Meeting**

Regular Session Agenda Item: 1

Meeting Date: May 7, 2018

Item Description

Aaron Farmer of The Retail Coach will make a presentation and facilitate a discussion with members of the City Council and the Seagoville Economic Development Corporation regarding retail and commercial business recruitment in Seagoville.

BACKGROUND OF ISSUE:

The SEDC has entered into a contract with The Retail Coach for retail and commercial business recruitment in Seagoville. Aaron Farmer of The Retail Coach will make a presentation and facilitate a discussion with members of the City Council and the SEDC regarding retail and commercial business recruitment in Seagoville.

FINANCIAL IMPACT:

NA

EXHIBITS

NA

Regular Session Agenda Item: 2

Meeting Date: **May 7, 2018**

Item Description

Representatives from Half Associates have been invited to make a presentation to the City Council and the SEDC Board regarding potential options for revitalizing the downtown corridor.

BACKGROUND OF ISSUE:

The SEDC directed staff to look into options regarding revitalizing the downtown corridor area including but not limited to the buildings and land owned by the SEDC and the City. Staff have asked the City's contract engineering firm to make a presentation outlining potential options.

FINANCIAL IMPACT:

NA

EXHIBITS

NA

Consent Session Agenda Item: 3

Meeting Date: May 7, 2018

ITEM DESCRIPTION:

Consider approving City Council Meeting minutes for April 16, 2018.

BACKGROUND OF ISSUE:

Approve City Council Meeting minutes for April 16, 2018.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

EXHIBITS

April 16, 2018 City Council Work Session Meeting minutes
April 16, 2018 City Council Regular Session Meeting minutes



**MINUTES OF CITY COUNCIL
WORK SESSION
APRIL 16, 2018**

The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:31 p.m. on Monday, April 16, 2017, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Alexis Allen, Library Director Liz Gant, Public Works Director Phil DeChant, and City Secretary Kandi Jackson.

B. Library, Senior Center, and Keep Seagoville Beautiful Update – Liz Gant

Library Director Liz Gant provided an update on Library, Senior Center, and Keep Seagoville Beautiful activities.

City Manager Stallings stated a great deal of work goes in the Senior Center activities which are comparable with the activities of a Senior Center in a much larger city.

A. Discuss Regular Session Agenda Items

1. Consider approving City Council Meeting minutes for April 2, 2018 (City Secretary)

No questions.

2. Consider approving a Resolution finding that Oncor Electric Delivery Company LLC's application for approval of a distribution cost recovery factor pursuant to 16 TEX. ADMIN. CODE § 25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel; and providing an effective date

No questions.

Adjourned at 6:52 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL
REGULAR SESSION
APRIL 16, 2018**

The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:01 p.m. on Monday, April 16, 2018, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:

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

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

Invocation – *Invocation was led by Mayor Childress.*

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

Proclamation – Motorcycle Safety & Awareness – *Mayor Childress presented the Motorcycle Safety & Awareness Proclamation.*

Recognition- Christine Dykes National Emergency Number Association - 2018 Professional of the Year – *Mayor Childress presented the 2018 Operations Professional of the Year Award to Christine Dykes.*

Recessed at 7:07 p.m. for a reception in honor of Christine

Reconvened at 7:20 p.m.

Mayor's Report – *None.*

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

Mayor Childress stated Cheryl Fowler at 217 E. Bluff, Seagoville, Texas wanted to express her thanks for the work performed at her mother's home. Cheryl Fowler had to leave the meeting due to a family emergency but asked to have that information shared.

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 2, 2018 (City Secretary)**
- 2. Consider approving a Resolution finding that Oncor Electric Delivery Company LLC's application for approval of a distribution cost recovery factor pursuant to 16 TEX. ADMIN. CODE § 25.243 to increase distribution rates within the City should be denied; finding that the City's reasonable rate case expenses shall be reimbursed by the Company; finding that the meeting at which this Resolution is passed is open to the public as required by law; requiring notice of this Resolution to the Company and legal counsel; and providing an effective date.**

Motion to approve Consent Agenda as read – Epps, seconded by Magill; motion passed with all ayes. 4/0

REGULAR AGENDA-

- 3. Discuss and provide direction to staff on residential developments with regard to Planned Developments and straight zoning.**

Mayor Childress stated Item #3 will be removed from this agenda and placed on an agenda at a later date.

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

None.

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

None.

6. Recessed into Executive Session at 7:23 p.m.

Recess into Executive Session in compliance with Texas Government Code:

(A) Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Manager.

(B) Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Secretary.

(C) Section 551.074 Personnel, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee to wit: City Attorney.

7. Reconvene into Regular Session at 7:37 p.m.

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

No action taken.

Adjourned at 7:37 p.m.

APPROVED:

Mayor Dennis K. Childress

ATTEST:

Kandi Jackson, City Secretary

Regular Session Agenda Item: 4

Meeting Date: May 7, 2018

ITEM DESCRIPTION:

Presentation of City of Seagoville's Second Quarter Financial Report for Fiscal Year 2018.

BACKGROUND OF ISSUE:

Patrick Harvey, Director of Finance presents the City's financial report for the second quarter of FY 2018.

FINANCIAL IMPACT:

N/A

EXHIBITS

Second Quarter Financial Report for Fiscal Year 2018



Memo

Date: April 12, 2018
To: Pat Stallings, City Manager
From: Patrick Harvey, Director of Finance
Subject: March 2018 Financial Reports

This memo accompanies the March 2018 Revenue and Expense Reports for the City of Seagoville, and highlights selected financial activities for the first six months of FY 2018. 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 79.6% vs. expected 50.0%). The current year fiscal **Property tax** revenue collections are above last year's collection rate (103.7% vs. 96.2%) – property tax revenue collections will be above the budget estimate. **Sales Tax** revenue collections are above budget expectations (53.0%). In **Franchise Fee** revenue, a comparison collection trend for the first six months of FY 2018 vs. FY 2017 appears below:

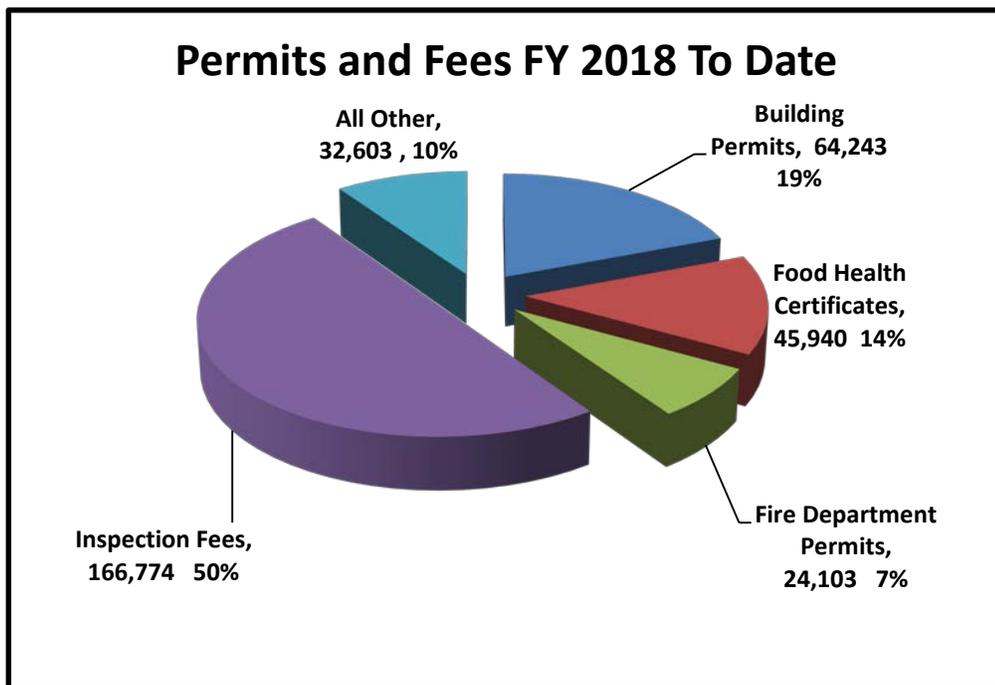
Description	FY 2018 Amount	FY 2017 Amount	Increase (Decrease)
ONCOR	\$ 192,988	\$ 184,156	\$ 8,832
TXU Gas	76,511	74,187	2,323
Suddenlink Cable	8,945	9,821	(877)
Telephone	10,799	20,705	(9,906)
Republic Services	19,126	18,379	746

Cable television franchise fee is generally received quarterly. The telephone franchise fee is also received quarterly. Included in the FY 2017 amount of \$20,705 was \$7,050 for the final quarter of FY 2016 which was received after the books were closed for FY 2016.

Permits & Fees For the first quarter of FY 2018, the City received \$2,547.50 for issuing 2 permits in Priest Acres subdivision, \$3,283.65 for issuing 3 permits in the Sandy Hill subdivision, \$1,072.15 for issuing a permit in the Stafford Addition subdivision, and \$4,563.25 for issuing six permits in other parts of the City. This compares to the first quarter of FY 2017, in which the City received \$77,030.35 for issuing 69 building permits for the Highland Meadows Phase II subdivision, \$8,320.70 for issuing 6 building permits for the

Meadows subdivision, and \$1,273.75 for issuing a permit in the Stafford Addition subdivision. The second quarter of FY 2018 included the receipt of inspection fees for Highland Meadows Phase 3 (\$166,774). Additionally, the City received a building permit for Seagoville Corners 2 (\$1,348.75), the renovation of the local McDonald's (\$3,233.75) and six permits for residences in the Sandy Hill subdivision (\$5,667.15). The following is a comparison of FY 2018 revenue vs. FY 2017:

Description	FY 2018 Amount	FY 2017 Amount	Increase (Decrease)
Building Permits	\$ 64,243	\$ 206,893	\$ (142,651)
Inspection Fees	166,774	-	166,774
Food Health Certificates	45,940	45,195	745
Fire Department Permits	24,103	21,716	2,388
All Other	32,603	30,299	2,304



Sanitation revenue is up compared to budget (55.4% actual vs. 50.0% expected). This is primarily due to increase in residential accounts. **Senior Activities** revenue reflects an increase in support from the Dallas County Aging (\$25,000 budgeted vs. \$31,450 expected funding). **Fines** revenue reflects increased court enforcement activity from public safety contacts. **Grant** revenue provides funding for the purchase of portable multiband radios for police officers.

Total revenues for the first six months of the fiscal year are \$6,780,293 or 79.6% of budget. This compares favorably to total General Fund revenues for the first six months of the previous fiscal year (\$5,994,243).

Expenditures: Total General Fund expenditures are within budget expectations (49.2% actual vs. 50.0% expected).

Finance is above expectations due to the retirement of the Finance technician and part time help during the transition to the current Finance technician.

Streets are above expectations due to acquisition of paving supplies of asphalt, tack, sand, cold mix and flex base. Additionally, uniform purchases for staff and acquisition of street signs, sealant and supplies for street markers. Finally, other contract maintenance expenditures include payments to BSM Engineering Services for Highland Meadows Phase 3 and Hall Street asphalt improvements, and bridge repair on Malloy Bridge Road to C&M Concrete.

Non departmental is above expectations due to the annual premium payment to TML for workers' compensation, property/casualty insurance, office supplies, printing and memberships.

Grant Equipment represents the purchase of (30) brand new multi band VHF/700.800 MHz portable radios, these radios have been delivered and are currently in use by all officers.

Debt Payment (Quint) is the second annual payment of fifteen on the financing to acquire the quint fire vehicle.

Water and Sewer Fund (Fund 20)

Revenues: Total Water and Sewer Fund revenues are above budget expectations (54.2% vs. 50.0%). **Water** sales usually accelerate during the summer depending upon the weather conditions. **Penalties and Interest** is generated from late customer payment. **Pretreatment Sewer Revenue** is charged to a few of our industrial customers to cover the cost of wastewater pretreatment required by the state to ensure the prevention of harmful materials entering the water system. **Reconnection Fees** are higher than anticipated due to a renewed commitment to enforcement activities against delinquent customers. **Meter Installation, Water Tap and Sewer Tap Fees** are generated by development activity.

Expenditures: The year to date expenditure trend is within expectations (44.0% actual vs. 50.00% expected).

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

Cityworks System represents progress payments on the installation of the new work order system. It includes GIS mapping, asset registry, condition assessment and work order management. This system represents a major element of compliance with the EPA's administrative order.

Professional Engineering includes payments for the agreement with Halff Associates for the development of a wastewater system asset inventory, including the creation of a GIS based map and database of the City collection system. This effort also includes the development of a wastewater master plan and a wastewater Capital Improvement Plan. Total fiscal year to date payments is \$21,745, with a remaining balance in the contract of \$1,906. This initiative also includes payments to Halff Associates for the FY 2018 water system master plan and water

conservation plan. This initiative will create a Capital Improvement Plan for water improvements. Total fiscal year to date payments is \$4,526, with a remaining balance in the contract of \$110,674.

Capital Project Financial Status Report Street Maintenance (Fund 43)

Incoming Resources

Remaining estimated funds for future street projects represents unspent resources from the FY 2015 bond sale after the completion of Woodhaven repairs. This section also includes the FY 2018 planned transfer of General Fund resources into this fund.

Expenditures

Include spending for various street maintenance projects, Hall Street, and Crestview engineering services provided by Halff and Associates.

Unexpended Commitments

Represent estimated costs to complete Hall Street and Crestview engineering services. Total estimated cost for Hall Street Improvements is \$285,583.65. Total estimated cost for Crestview engineering is \$140,600.00

Unspent Resources

This amount is available for funding future street projects (\$1,043,814.28). This is an estimated amount, given what we know of costs to complete Woodhaven, Hall and Crestview engineering.

**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2017-18
AS OF 3/31/18
50.00 % OF BUDGET YEAR**

	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
Revenues:						
Property Taxes	\$3,768,772	\$3,623,936	96.2%	\$4,011,440	\$4,159,781	103.7%
Sales Taxes	\$2,178,764	\$1,122,206	51.5%	\$2,293,470	\$1,214,597	53.0%
Franchise Fees	\$647,500	\$314,784	48.6%	\$637,500	\$316,855	49.7%
Permits & Fees	\$258,125	\$304,103	117.8%	\$411,395	\$333,663	81.1%
Sanitation	\$914,560	\$475,749	52.0%	\$934,920	\$517,593	55.4%
Senior Activities	\$24,000	\$18,683	77.8%	\$29,000	\$20,308	70.0%
Fines	\$177,200	\$107,590	60.7%	\$192,500	\$117,926	61.3%
Interest	\$1,500	\$3,442	229.5%	\$2,500	\$11,081	443.2%
Grants		\$13,274			\$79,865	0.0%
Miscellaneous	\$6,000	\$10,476	174.6%	\$6,000	\$8,624	143.7%
Total Revenues	\$7,976,421	\$5,994,243	75.1%	\$8,518,725	\$6,780,293	79.6%
Transfers In:	\$379,904	\$115,676	30.4%	\$379,904	\$203,752	53.6%
Expenditures:						
City Council	\$9,450	\$1,772	18.8%	\$9,450	\$1,561	16.5%
City Manager	\$206,358	\$103,261	50.0%	\$213,681	\$109,094	51.1%
City Secretary	\$115,450	\$85,522	74.1%	\$100,410	\$47,885	47.7%
Finance	\$349,443	\$176,641	50.5%	\$361,436	\$219,905	60.8%
Animal Control	\$117,382	\$46,894	39.9%	\$114,339	\$54,168	47.4%
Code Enforcement	\$175,197	\$80,687	46.1%	\$181,758	\$93,739	51.6%
Inspection/Services	\$255,616	\$120,444	47.1%	\$342,274	\$166,100	48.5%
Police	\$1,929,014	\$906,627	47.0%	\$2,024,940	\$996,839	49.2%
Planning	\$81,656	\$29,189	35.7%	\$84,023	\$27,728	33.0%
Fire	\$1,579,045	\$769,902	48.8%	\$1,698,473	\$823,683	48.5%
Municipal Court	\$161,508	\$78,591	48.7%	\$169,508	\$78,807	46.5%
Library	\$177,730	\$87,552	49.3%	\$185,613	\$88,458	47.7%
Senior Center	\$193,552	\$90,993	47.0%	\$202,459	\$100,284	49.5%
Streets	\$495,492	\$277,614	56.0%	\$317,080	\$171,292	54.0%
Sanitation	\$694,088	\$298,362	43.0%	\$747,680	\$328,686	44.0%
Support Services	\$669,800	\$299,071	44.7%	\$662,229	\$301,548	45.5%
Parks	\$231,437	\$85,230	36.8%	\$241,985	\$92,876	38.4%
Emergency Medical Service	\$164,080	\$82,040	50.0%	\$164,080	\$82,040	50.0%
Information Technology	\$93,759	\$45,686	48.7%	\$81,679	\$43,953	53.8%
Human Resources	\$110,403	\$53,524	48.5%	\$114,584	\$56,121	49.0%
Non Departmental	\$340,760	\$230,126	67.5%	\$347,598	\$229,025	65.9%
Total Expenditures	\$8,151,220	\$3,949,728	48.5%	\$8,365,279	\$4,113,792	49.2%
Debt Payment (Quint)				\$72,000	\$67,054	93.1%
Grant Equipment					\$79,865	
Christmas Toy Drive					\$175	
Transfers and Reserves				\$461,350	\$449,350	97.4%
Use of Fund Balance Projects	\$544,749	\$463,294	72.0%	\$976,456	\$662,185	67.8%

**General Fund
Use of Fund Balance Projects
FY 2018**

	<u>Budget</u>	<u>Actual</u>
Patrol Vehicle Purchases	140,095.00	127,494.47
Information Technology Upgrades	20,853.00	5,400.00
Animal Service Vehicle	40,845.00	
Street Equipment	161,172.00	103,934.61
CO Bruce Park Restroom Facility	90,000.00	
Fire Station Study	5,500.00	
Firefighting Equipment	91,675.00	45,866.20
Security Equipment	11,846.00	8,455.00
Street Maintenance Projects	300,000.00	300,000.00
Vehicle Replacement	42,000.00	42,000.00
Debt Payment - Roof Repair	47,470.00	23,734.92
Emergency Siren	25,000.00	5,300.00
Total	<u>976,456.00</u>	<u>662,185.20</u>

Patrol Vehicle Purchases

Unit 276 2017 Chevrolet Tahoe	48,260.40	
DVR Camera System	5,170.00	
Unit 277 2018 Dodge Charger	24,477.44	
Unit 278 2018 Dodge Charger	24,477.44	
Unit 279 2018 Dodge Charger	24,477.44	
Graphics for New Vehicles	631.75	
Total	<u>127,494.47</u>	127,494.47

Street Equipment

Kubota Skid Steer	49,537.72	
Flatbed Gooseneck Trailer	8,125.00	
Batwing 15" Rotary Cutter	14,833.68	
2018 Kubota Tractor	31,438.21	
Total	<u>103,934.61</u>	103,934.61

Firefighting Equipment

Extrication tools	18,386.00	
Defibrillators	20,356.00	
Graphics - Engines 1 and 2, Brush 1	7,124.20	
Total	<u>45,866.20</u>	45,866.20

Security Equipment

16 Channel GeoVision Network Video Recording Surveillance Server with storage failure protection and twelve cameras City Hall		8,455.00
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**WATER AND SEWER FUND
SUMMARY OF REVENUES AND EXPENDITURES
FOR FISCAL YEAR 2017-18
AS OF 3/31/18
50.00 % OF BUDGET YEAR**

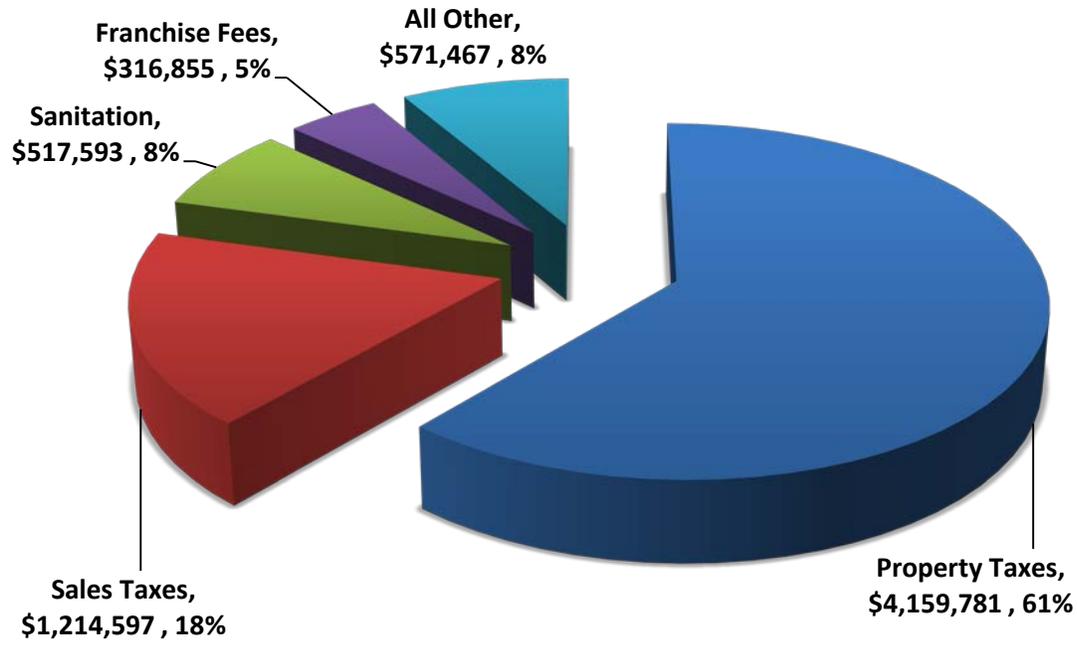
	LAST YEAR			THIS YEAR		
	Annual Budget	Year-to-Date	% of Budget	Annual Budget	Year-to-Date	% of Budget
Revenues:						
Water Sales	\$3,117,634	\$1,487,423	47.7%	\$3,517,634	\$1,822,569	51.8%
Sewer Service	\$3,120,468	\$1,599,188	51.2%	\$3,120,468	\$1,724,377	55.3%
Penalties and Interest	\$110,000	\$68,464	62.2%	\$110,000	\$70,812	64.4%
Pretreatment Sewer Revenue	\$46,388	\$21,809	47.0%	\$46,388	\$20,164	43.5%
Reconnection Fees	\$35,000	\$37,970	108.5%	\$35,000	\$28,810	82.3%
Meter Installation	\$1,600	\$4,500	281.3%	\$1,600	\$4,000	250.0%
Online Payment Fee	\$4,500	\$4,088	90.8%	\$4,500	\$3,881	86.2%
Interest Earnings	\$2,000	\$3,063	153.2%	\$2,000	\$9,877	493.9%
Miscellaneous	\$450	\$5,146	1143.7%	\$450	\$56	12.5%
Bank and NSF Fees	\$900	\$840	93.3%	\$1,012	\$600	59.3%
Water Tap Fees	\$0	\$3,120	0.0%		\$11,940	0.0%
Sewer Tap Fees	\$0	\$4,800	0.0%		\$6,385	0.0%
Total Revenues	\$6,438,940	\$3,240,411	50.3%	\$6,839,052	\$3,703,472	54.2%
Expenditures:						
Utility Administration	\$164,652	\$81,565	49.5%	\$171,194	\$85,404	49.9%
Water Services	\$1,908,999	\$666,408	34.9%	\$2,291,917	\$938,316	40.9%
Sewer Services	\$2,349,774	\$812,362	34.6%	\$2,410,063	\$1,054,837	43.8%
Customer Services	\$214,119	\$92,867	43.4%	\$212,384	\$106,246	50.0%
Non Departmental	\$395,806	\$158,315	40.0%	\$109,036	\$66,612	61.1%
Debt Service Transfer	\$599,467	\$299,733	50.0%	\$547,970	\$276,326	50.4%
Total Expenditures	\$5,632,817	\$2,111,250	37.5%	\$5,742,564	\$2,527,740	44.0%
Transfers Out	\$752,304	\$176,152	23.4%	\$352,304	\$176,152	50.0%
Cityworks System	\$0		0.0%	\$30,000	\$26,474	88.2%
Professional Engineering	\$0		0.0%	\$115,200	\$26,271	22.8%
Glenn Road Lift Station	\$0		0.0%	\$70,125	\$8,145	11.6%
Capital Projects	\$0		0.0%	\$750,000	\$50,380	6.7%
Vehicles	\$0		0.0%	\$68,000		0.0%

OTHER FUNDS: FINANCIAL SUMMARY
FOR FISCAL YEAR 2017-18
AS OF 3/31/18
50.00% of Budget Year

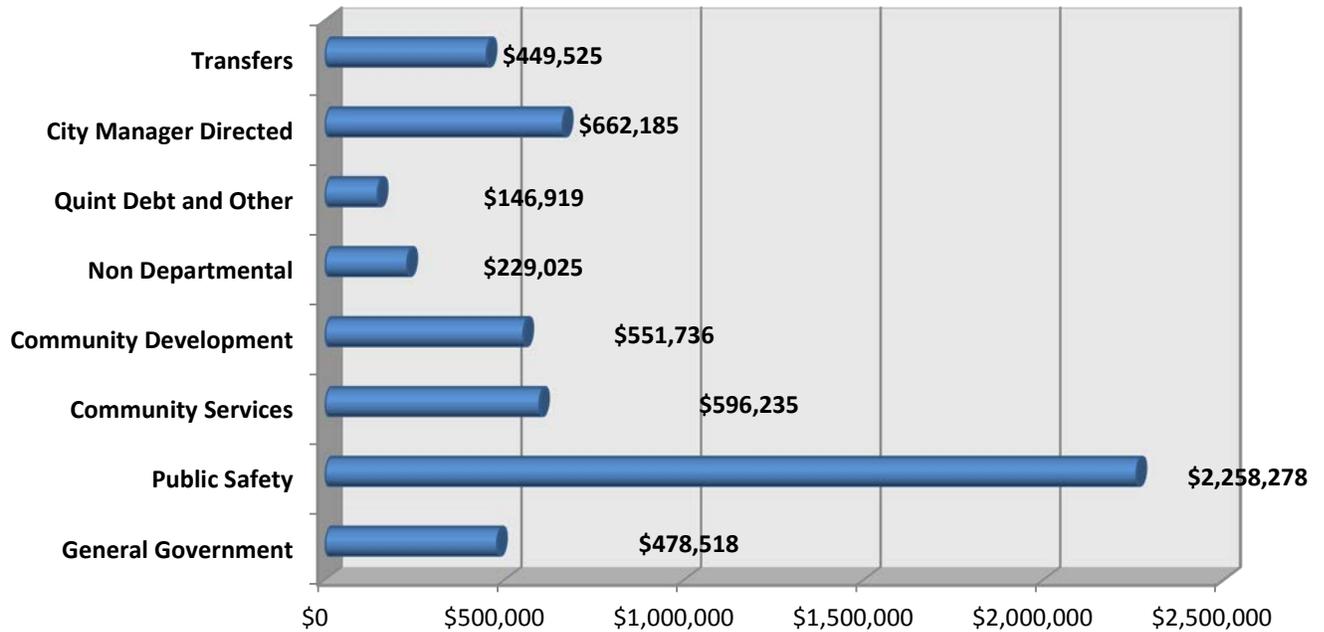
FUND #	FUND NAME	FY 2017 ACTUAL YEAR-TO-DATE REVENUES	FY 2018 ANNUAL REVENUE BUDGET	FY 2018 ACTUAL YEAR-TO-DATE REVENUES
ENTERPRISE FUNDS				
21	W&S Debt Service	\$299,832	\$547,970	\$276,643
61	Storm Water	\$34,957	\$140,250	\$54,509
SPECIAL REVENUE FUNDS				
29	Police Seizure State			
30	Police Seizure Federal			
32	Miscellaneous Grants	\$3,274	\$2,500	\$949
35	Recycle Revenue Fund	\$0	\$500	
36	Municipal Court	\$3,802	\$12,192	\$4,712
38	Park Development	\$56,500		
39	Hotel Motel Fund	\$19,111	\$27,500	\$11,860
42	Park Maintenance		\$2,000	\$1,340
45	Animal Shelter	\$1,705	\$3,000	\$2,079
47	Vehicle Replacement Fund	\$42,000	\$44,500	\$42,547
48	Technology Replacement		\$17,500	\$17,500
50	TLEOSE		\$2,000	\$2,076
52	InterAgency PS Training		\$2,500	
DEBT SERVICE FUND				
2	General Debt Service	\$187,767	\$194,420	\$215,407
CAPITAL PROJECTS				
41	FY 2015 Street Projects	\$36,716		
43	Street Maintenance	\$120,000	\$731,850	\$740,843

FY 2017 ACTUAL YEAR-TO-DATE EXPENDITURES	FY 2018 ANNUAL EXPENDITURE BUDGET	FY 2018 ACTUAL YEAR-TO-DATE EXPENDITURES
ENTERPRISE FUNDS		
\$118,157	\$547,970	\$63,144
\$48,775	\$140,350	\$48,367
SPECIAL REVENUE FUNDS		
\$858		\$1,779
\$1,369	\$2,500	\$803
\$635		\$27
\$6,342	\$9,996	\$6,468
\$11,742	\$27,500	\$11,860
\$1,066	\$3,000	\$2,709
	\$17,500	\$10,880
	\$2,000	\$73
	\$2,000	
DEBT SERVICE FUND		
\$37,363	\$196,170	\$56,908
CAPITAL PROJECTS		
\$60,195		
	\$981,000	\$94,622

**General Fund Revenues
2nd Quarter, FY 2018
Total \$6,780,293**



**General Fund Expenditures, Transfers
and One Time Fund Balance Outlays
2nd Quarter FY 2018
Total \$5,372,420**



General Government

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

Community Development

Building Services, Code Enforcement, Streets, Parks, Planning

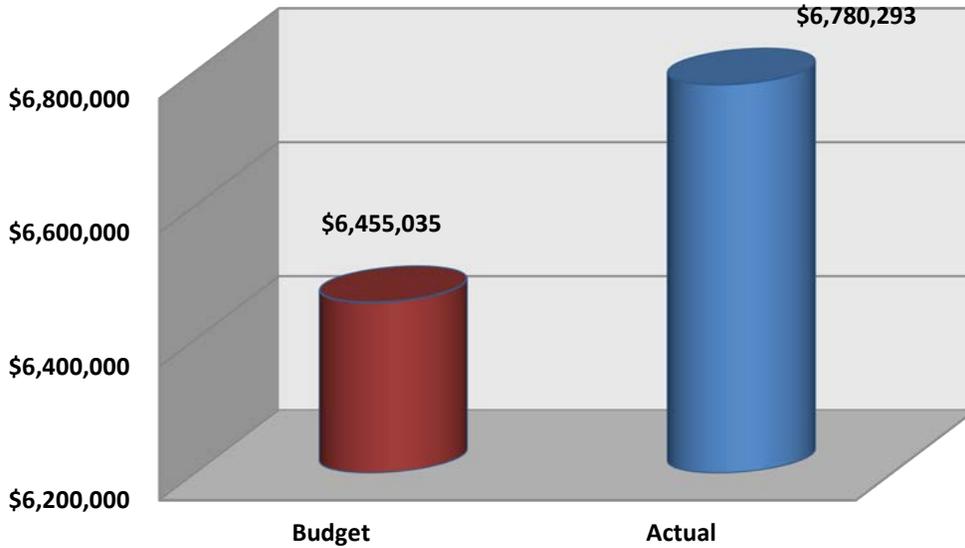
Community Services

Municipal Court, Library, Senior Center, Sanitation

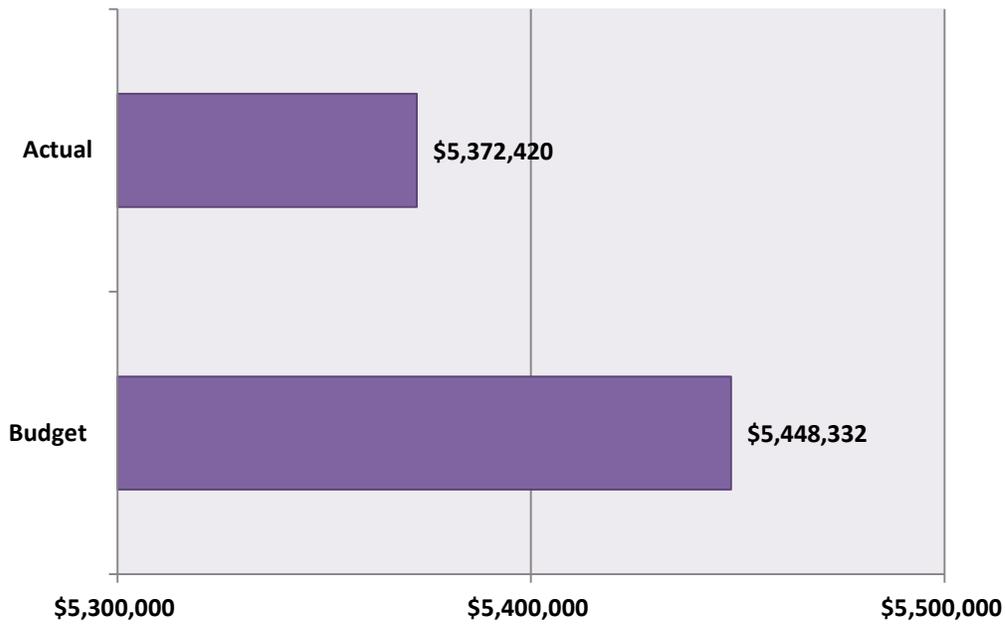
Public Safety

Police, Fire, Ambulance, Support Services, Animal Control

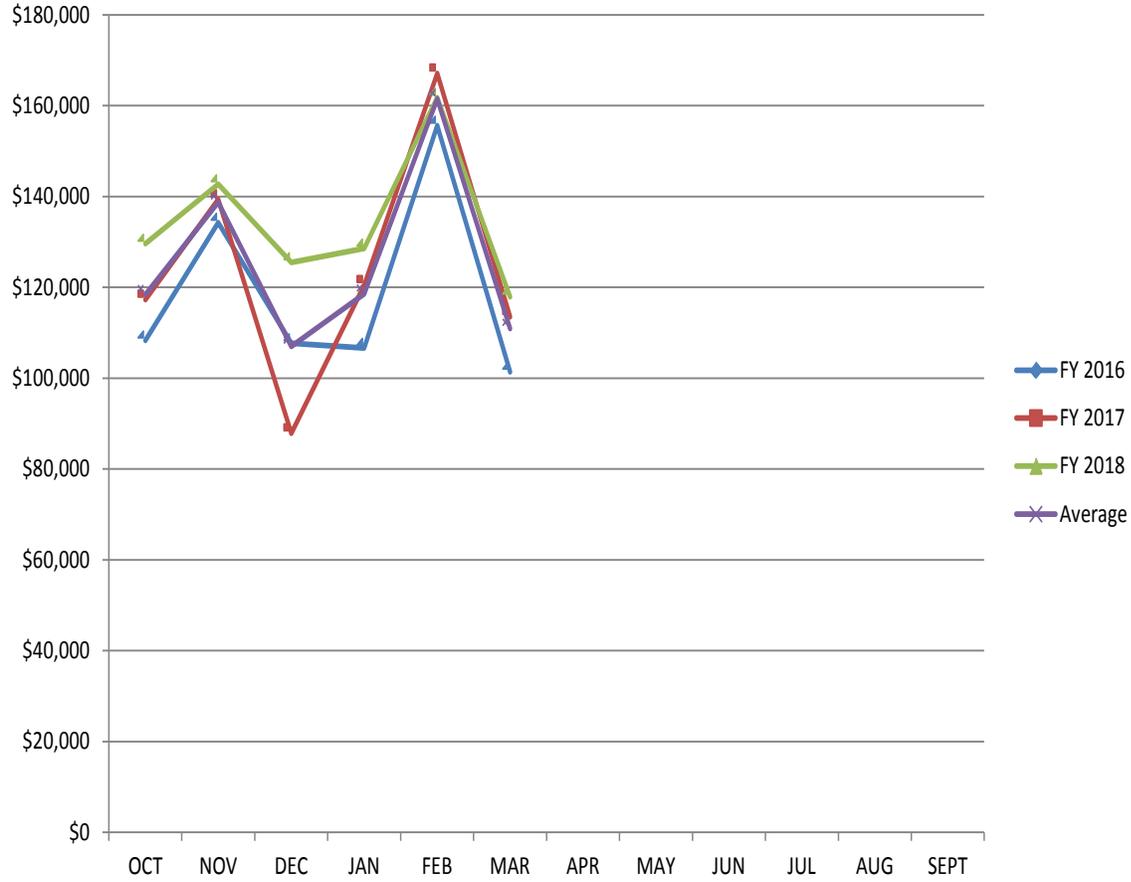
Year to Date Revenue Comparison General Fund



Year to Date Expenditure Comparison General Fund

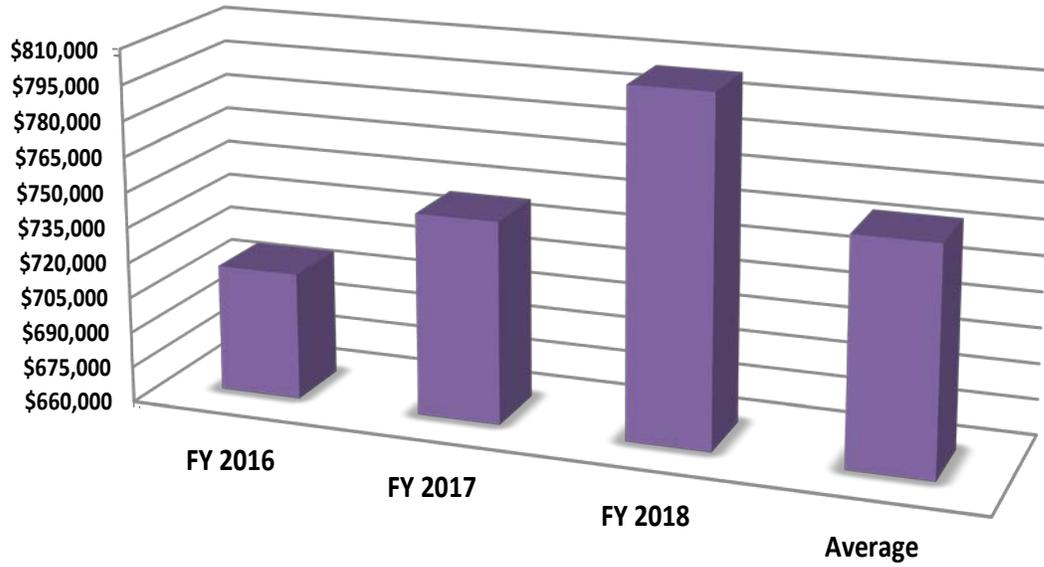


General Fund Sales Tax Comparison



	FY 2016	FY 2017	FY 2018	Three Year Average
OCT	108,304.81	117,255.97	129,581.47	118,380.75
NOV	134,211.07	139,335.95	142,707.74	138,751.59
DEC	107,679.72	87,836.00	125,490.04	107,001.92
JAN	106,634.86	120,436.32	128,533.63	118,534.93
FEB	155,594.11	167,079.94	161,739.81	161,471.28
MAR	101,380.53	113,468.05	117,942.89	110,930.49

Fiscal Year to Date Comparison - Sales Tax



	FY 2016	FY 2017	FY 2018	Three Year Average
Fiscal Year To Date	713,805.08	745,412.21	805,995.57	755,070.95



Sales & Use Tax Monthly Summary General Fund

March, 2018

History by Month					
Month	FY 15-16	FY 16-17	FY 17-18	Inc/(Dec) From Last Year	Percent +/-
October	\$ 108,304.81	\$ 117,255.97	\$ 129,581.47	\$ 12,325.50	10.5%
November	\$ 134,211.07	\$ 139,335.95	\$ 142,707.74	\$ 3,371.79	2.4%
December	\$ 107,679.72	\$ 87,836.00	\$ 125,490.04	\$ 37,654.05	42.9%
January	\$ 106,634.86	\$ 120,436.32	\$ 128,533.63	\$ 8,097.30	6.7%
February	\$ 155,594.11	\$ 167,079.94	\$ 161,739.81	\$ (5,340.13)	-3.2%
March	\$ 101,380.53	\$ 113,468.05	\$ 117,942.89	\$ 4,474.84	3.9%
April	\$ 107,966.73	\$ 115,183.31	\$ -	\$ -	0.0%
May	\$ 141,751.32	\$ 154,902.01	\$ -	\$ -	0.0%
June	\$ 111,825.38	\$ 123,730.29	\$ -	\$ -	0.0%
July	\$ 114,616.88	\$ 131,020.10	\$ -	\$ -	0.0%
August	\$ 139,302.65	\$ 143,683.22	\$ -	\$ -	0.0%
September	\$ 118,827.00	\$ 122,944.19	\$ -	\$ -	0.0%
Total General Fund	\$ 1,448,095.02	\$ 1,536,875.32	\$ 805,995.57	\$ 60,583.36	8.1%

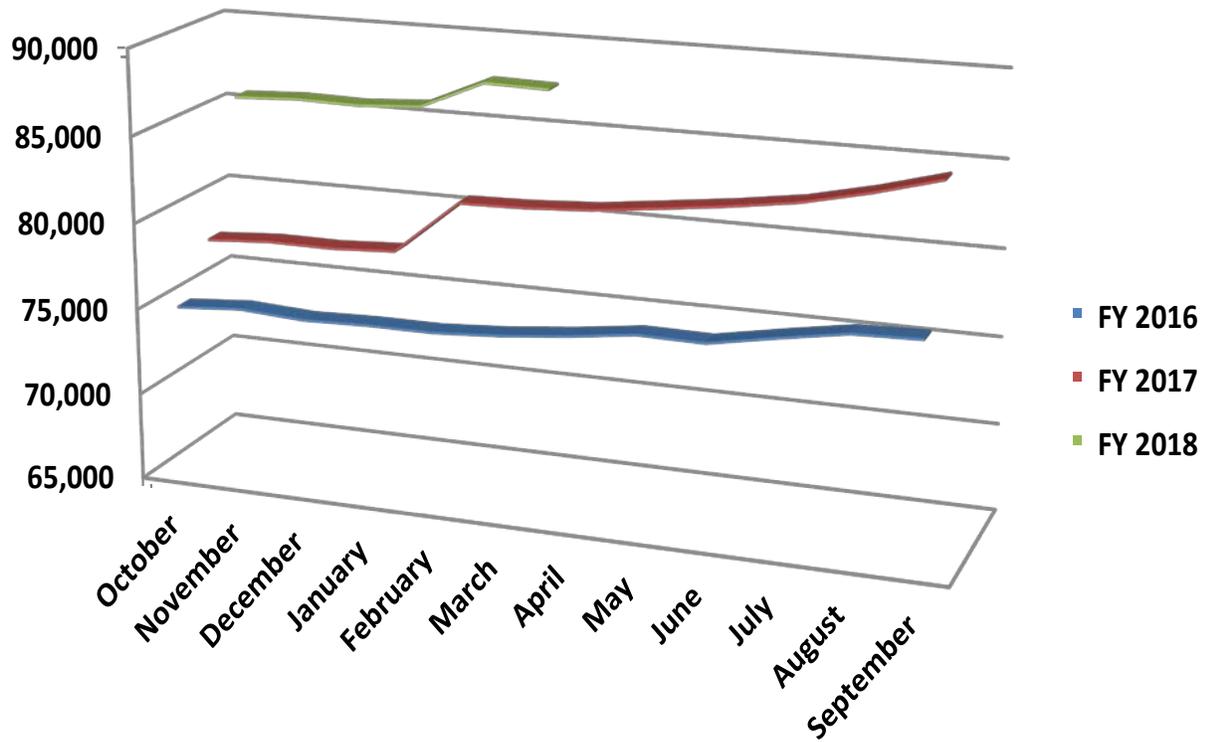
Actual to Budget					
GF Budget FY 2018				\$ 1,513,235	
	<u>PERCENT YTD</u>	<u>AMOUNT YTD</u>			
Target to Budget	50.00%	\$ 756,617.50			
Actual to Budget	53.26%	\$ 805,995.57			
Amount Over/(Under)		\$ 49,378.06			
Percent +/-		3.26%		<u>OVER/(UNDER)</u>	<u>% +/-</u>
September 30 Forecast			\$ 1,661,785	\$ 148,550	9.8%

Actual to Actual					
Year to Date	FY 15-16	FY 16-17	FY 17-18	Inc/(Dec) From Last Year	Percent +/-
Year to Date	\$ 713,805.08	\$ 745,412.21	\$ 805,995.57	\$ 60,583.35	8.1%

Total Sales Tax & Distribution				
	General Fund	PTR	4B	Total
This Month	\$ 117,942.89	\$ 58,971.44	\$ 58,971.44	\$ 235,885.77
Year to Date	\$ 805,995.57	\$ 402,997.78	\$ 402,997.77	\$ 1,611,991.13

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

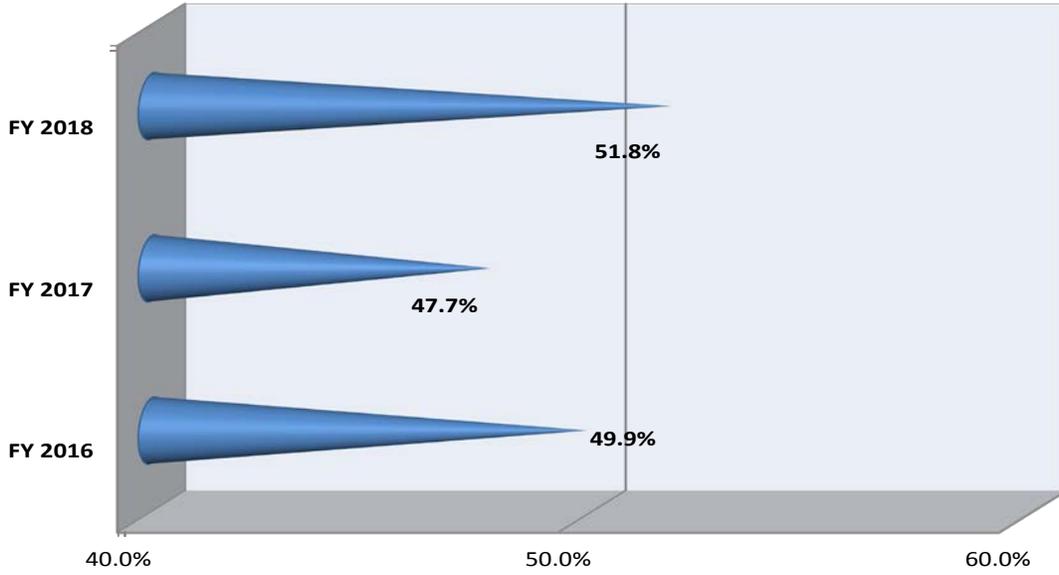
Three Year Comparison of Sanitation Revenue



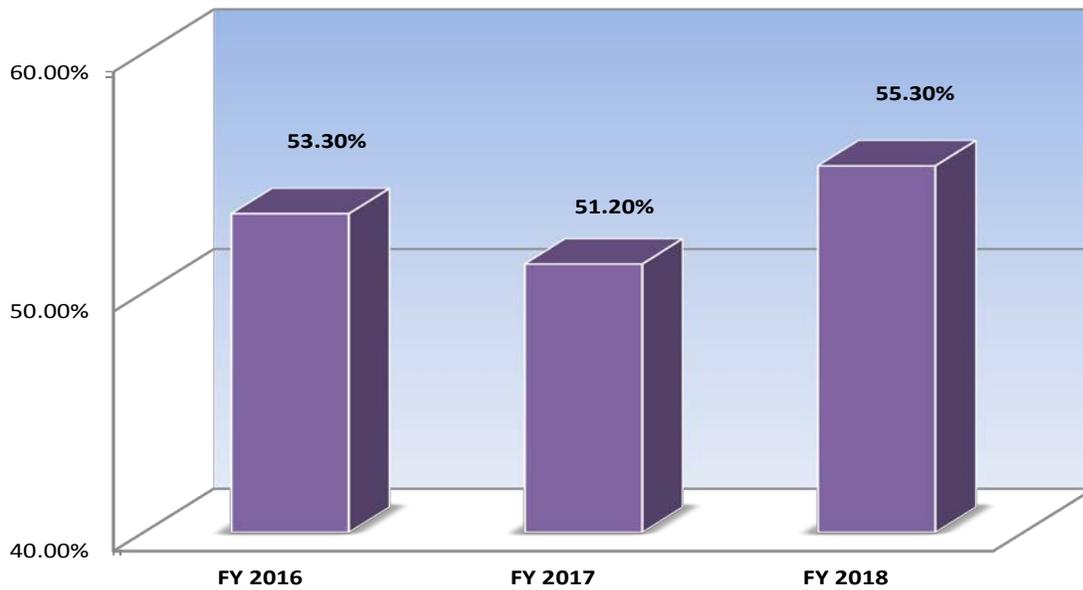
**GENERAL FUND
SUMMARY OF REVENUES AND EXPENDITURES
AS OF 3/31/18
50% OF BUDGET YEAR**

	Adopted Budget	Year to Date	% tage of Budget
REVENUES:			
Property Taxes	\$4,011,440	\$4,159,781	103.7%
Sales Taxes	2,293,470	1,214,597	53.0%
Franchise Fees	637,500	316,855	49.7%
Sanitation	934,920	517,593	55.4%
All Other	<u>641,395</u>	<u>571,467</u>	89.1%
TOTAL REVENUES	\$8,518,725	\$6,780,293	79.6%
Transfers In:	379,904	203,752	53.6%
EXPENDITURES:			
Public Safety	\$4,664,061	\$2,258,278	48.4%
Community Development	1,167,120	551,736	47.3%
Community Services	1,305,260	596,235	45.7%
General Government	881,240	478,518	54.3%
Non departmental	<u>347,598</u>	<u>229,025</u>	65.9%
TOTAL EXPENDITURES	\$8,365,279	\$4,113,792	49.2%
Use of Fund Balance	1,509,806	\$1,178,589	78.1%
Grant Equipment		79,865	
Christmas Toy Drive		175	

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



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



**WATER AND SEWER FUND
SUMMARY OF REVENUES AND EXPENDITURES
AS OF 3/31/18
50% OF BUDGET YEAR**

	Budget	Year to Date	% tage of Budget
REVENUES:			
Water Sales	\$3,517,634	\$1,822,569	51.8%
Sewer Sales	3,120,468	1,724,377	55.3%
All Other	<u>200,950</u>	<u>156,525</u>	77.9%
TOTAL REVENUES	\$6,839,052	\$3,703,472	54.2%
EXPENDITURES:			
Water Services	\$2,291,917	\$938,316	40.9%
Sewer Services	2,410,063	1,054,837	43.8%
Debt Service Transfer	547,970	276,326	50.4%
Non Departmental	109,036	66,612	61.1%
All Other	<u>383,578</u>	<u>191,649</u>	50.0%
TOTAL EXPENDITURES	\$5,742,564	\$2,527,740	44.0%
Use of Reserve	\$1,033,325	\$111,270	10.8%
Transfers Out	352,304	176,152	50.0%

**City of Seagoville
General Government Capital Project Financial Status
April 2018**

INCOMING RESOURCES

Remaining Estimated Funds for Future Street Projects	785,094.57
FY 2018 General Fund Transfer	731,850.00

EXPENDITURES

BSM Hall Street Engineering	1,600.00	
Hall Street Reconstruction	271,304.47	
Crestview Engineering	10,680.00	
		283,584.47

Other Contract Maintenance:

Emergency Repairs - Bruce Way and Ross	21,040.98	
Highland Meadows & Dunbrook	24,156.00	
Southwest Crushing	149.66	
		45,346.64

Unexpended Commitments

Hall Street Construction	14,279.18	
Crestview Professional Engineering Services	129,920.00	
		144,199.18

Unspent Resources

1,043,814.28

Council Authorized Commitments

Hall Street Improvements	(2)	255,385.00
Crestview Professional Engineering Services	(1)	140,600.00

(1) Approved by Council Jan 2018

(2) Approved by Council Dec 2017 - **Original Contract Sum per Anderson Concrete \$266,087.00**

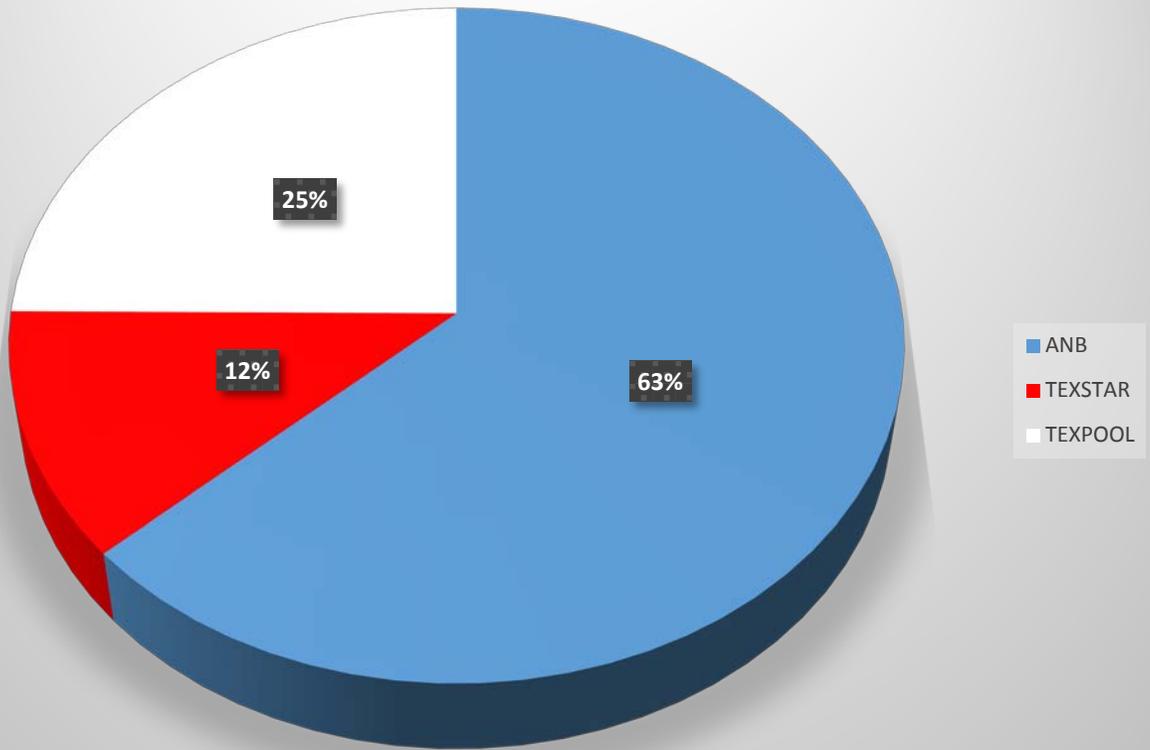
Change Orders Contract to Date \$19,496.65

Total Contract Commitment \$285,583.65

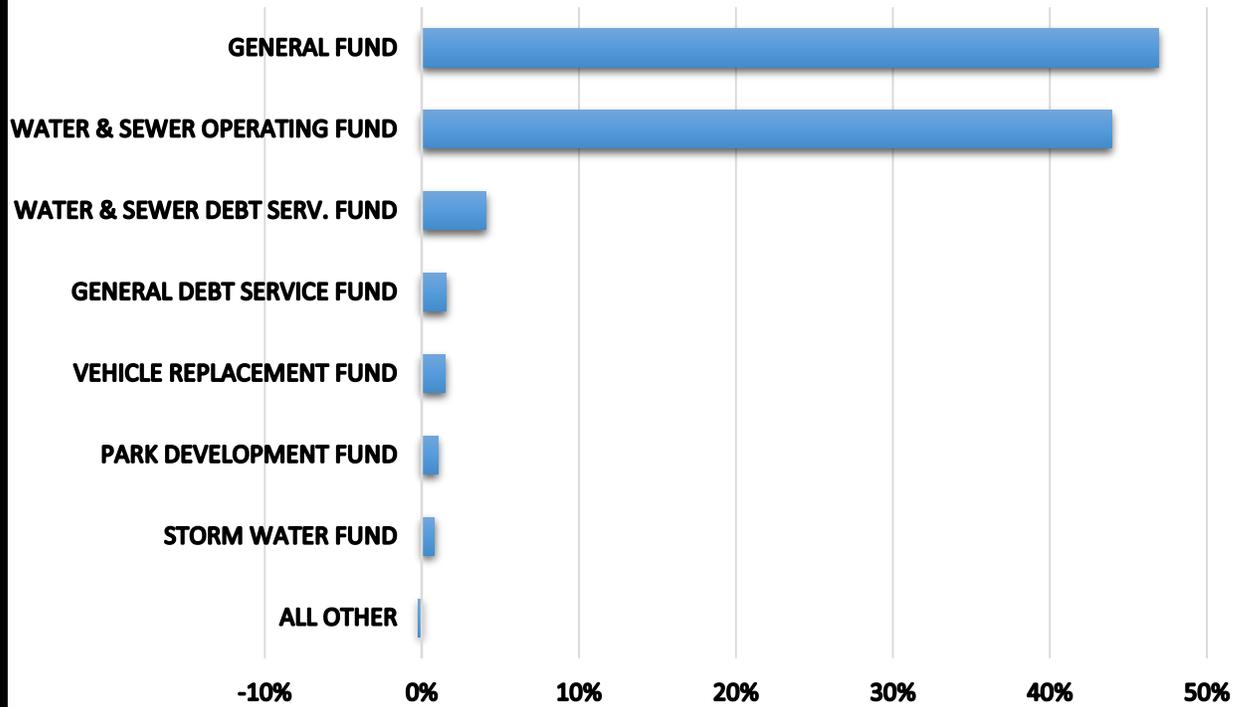
**CITY OF SEAGOVILLE
CASH REPORT
2nd QUARTER FY 2018**

Bank Acct#	Bank Account Name	ACCT BALANCE AS OF JAN 31, 2018	CHANGES	ACCT BALANCE AS OF MAR 31, 2018
800008997	ANB Group Insurance Trust Bank	52.03	0.29	52.32
800000838	ANB PAYROLL FUND	15,438.74	(2,791.33)	12,647.41
4600130068	ANB ROOF	119,668.00	(11,853.42)	107,814.58
4600016705	ANB PEG	92,708.69	11.56	92,720.25
800007205	ANB PRIMARY	6,855,360.82	1,070,232.56	7,925,593.38
572915620	TEXSTAR	1,120,808.86	400,518.01	1,521,326.87
800013104	ANB ANIMAL SHELTER OPERATIONS	4,490.63	0.56	4,491.19
449/1291300001	TEXPOOL-GENERAL FUND	1,527,183.40	5,230.70	1,532,414.10
449/1291300003	TEXPOOL-WATER AND SEWER	1,292,725.15	4,427.67	1,297,152.82
449/1291300004	TEXPOOL-WATER DEPOSIT FUND	310,971.37	1,065.07	312,036.44
449/1291300006	TEXPOOL-GOVT DEBT SVC	11,241.71	38.56	11,280.27
449/1291300007	TEXPOOL-WATER AND SEWER DEBT SVC	51,421.95	176.14	51,598.09
			-	
TOTALS		\$ 11,402,071.35	\$ 1,467,056.37	\$ 12,869,127.72

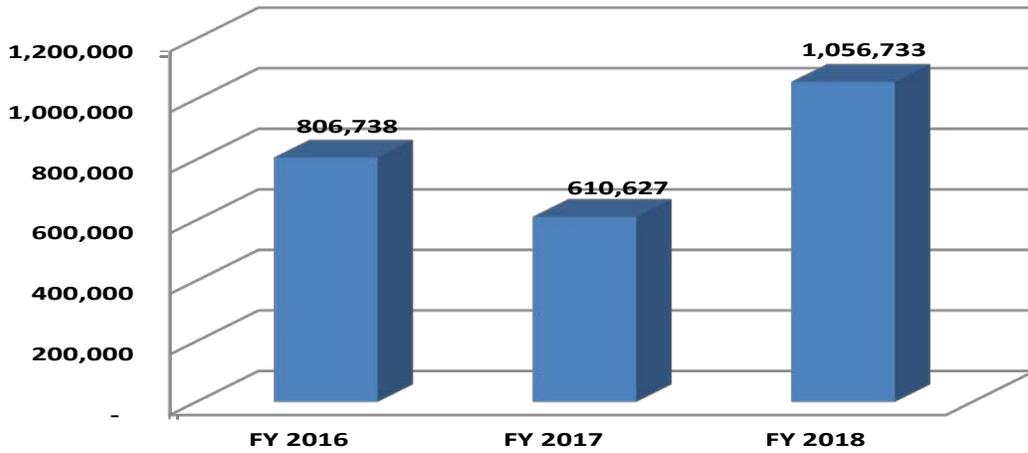
% OF TOTAL CASH



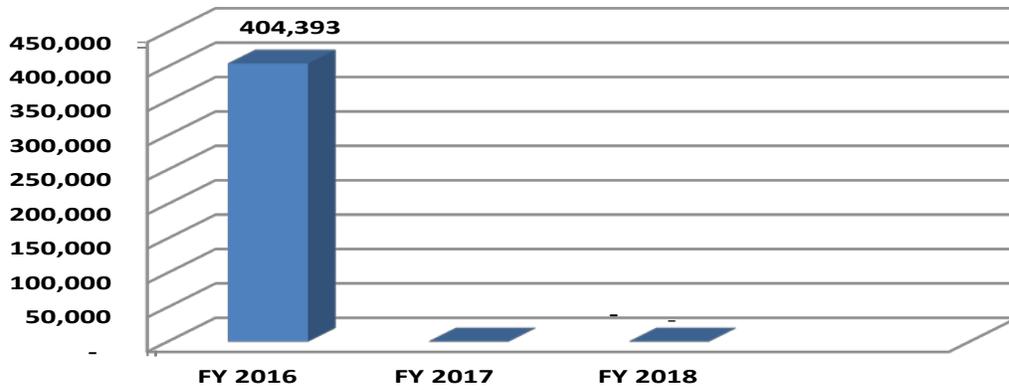
% OF CASH BALANCE



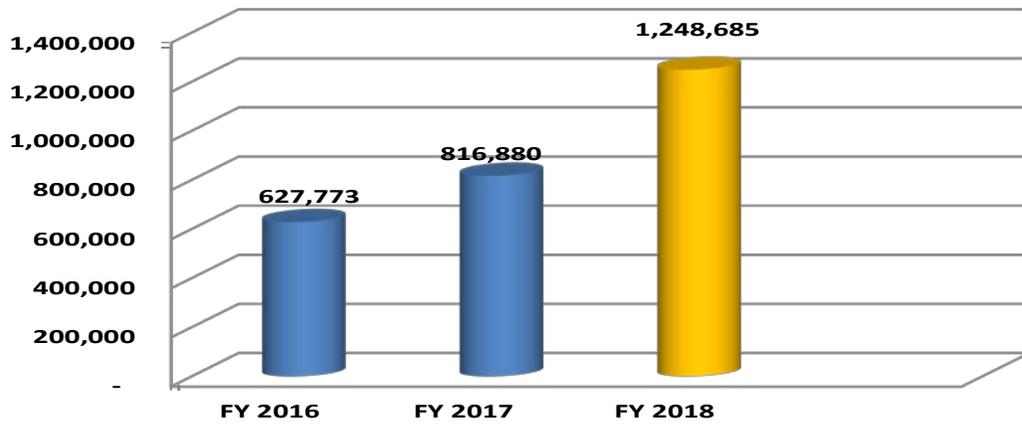
SEDC Cash Position



SEDC Debt



SEDC Financial Reserve



Regular Session Agenda Item: 5

Meeting Date: May 7, 2018

Item Description

Receive a presentation from Halff Associates on waste water master plan

BACKGROUND OF ISSUE:

FINANCIAL IMPACT:

NA

EXHIBITS

NA

Regular Session Agenda Item: 6

Meeting Date: May 7, 2018

Item Description

A Resolution of the City Council of the City of Seagoville, Texas, Approving an Agreement for Professional Engineering Services on a Defined Scope of Services Basis with Halff Associates, Inc., a Texas Corporation, for the Woodside Lane Storm Drain Outfall Repairs and Erosion Improvements, Which is Attached Hereto and Incorporated Herein as Attachment 1 and Exhibit A respectfully, in an Amount Not to Exceed Ninety Seven Thousand Dollars and No Cents (\$97,000); Authorizing the City Manager to Execute Said Agreement and all Documents Necessary for the Performance of Work as set forth in Attachment 1, and Exhibit A Thereto; Providing for a repealing Clause; providing for a severability clause; and providing an effective date.

BACKGROUND OF ISSUE:

City staff were alerted to an erosion issue involving a storm drain between 1104 and 1106 Woodside. Staff determined there is an erosion problem involving the storm drain which will require the services of a professional engineer. Staff observed the storm drain pipe to be severed and exposed with the dirt surface completely washed away at the end of the drain. Additionally the topsoil and dirt that was used to stabilize the storm drain is washing away and moving away from two (2) residential dwellings. Staff is concerned that if left untreated, the two (2) residential dwellings could be at increased risk of damage. Additionally, the back yards to these two (2) residential dwellings have eroded substantially.

Staff is requesting the City Council to approve an expenditure of \$97,000 for engineering design and construction oversight services. The cost of the repair work is unknown at this point in the process.

FINANCIAL IMPACT:

Engineering design and construction services \$97,000.

EXHIBITS

- | | | |
|------------|----|---|
| Attachment | 1. | Agreement for Professional Engineering Services on a Defined Scope of Services Basis. |
| Exhibit | A. | Woodside Lane Storm Drain Outfall Repairs & Erosion Improvements Scope of Work. |

A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS

RESOLUTION NO. 20-R-2018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS WITH HALFF ASSOCIATES, INC., A TEXAS CORPORATION, FOR THE WOODSIDE LANE STORM DRAIN OUTFALL REPAIRS AND EROSION IMPROVEMENTS, WHICH IS ATTACHED HERETO AND INCORPORATED HEREIN AS ATTACHMENT 1 AND EXHIBIT A RESPECTFULLY, IN AN AMOUNT NOT TO EXCEED NINETY SEVEN THOUSAND DOLLARS AND NO CENTS (\$97,000); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND ALL DOCUMENTS NECESSARY FOR THE PERFORMANCE OF THE WORK AS SET FORTH IN ATTACHMENT 1 AND EXHIBIT A, THERETO; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Halff Associates, Inc., (“Engineer”) provides professional engineering services to the City of Seagoville ("City") on an “as needed”, “task order”, and/or "defined scope of services" basis; and

WHEREAS, the City of Seagoville (“City”) desires to enter into an Agreement for Professional Engineering Services on a Defined Scope of Services Basis (“Agreement”) with Engineer to perform the services related to the storm drain outfall repairs and erosion improvements on Woodside Lane as set forth in Attachment 1 hereto and the Exhibit(s) attached thereto; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to approve the Agreement with the Engineer in an amount not to exceed ninety seven thousand dollars and no cents (\$97,000), and authorizes the City Manager to execute said Agreement and all documents necessary for the performance of the work as set forth in Exhibit A thereto;

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

SECTION 1. The City Council approves an Agreement, with the Exhibit(s) thereto, by and between the City and Engineer in an amount not to exceed ninety seven thousand dollars and no cents (\$97,000), which is attached hereto and incorporated herein as Attachment 1 and Exhibit

A; and, hereby authorizes the City Manager to execute said Agreement and all documents necessary for the performance of the work as set forth in Exhibit A thereto.

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

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

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

DULY PASSED by the City Council of the City of Seagoville, Texas, on the 7th day of May, 2018.

APPROVED:

DENNIS K. CHILDRESS, MAYOR

ATTEST:

KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

ALEXIS G. ALLEN, CITY ATTORNEY

(/cdb 04/30/2018)

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the City of Seagoville, Texas, hereinafter called "Client," and **Halff Associates, Inc.**, a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

WITNESSETH:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

I. Term of Agreement. This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

II. Services to be Performed by Engineer. Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by an engineer. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

III. Compensation - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

IV. Client's Obligations. The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

V. Termination of Work - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

VI. Ownership of Documents - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VII. Notices. Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

VII. Sole Parties and Entire Agreement. This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

IX. Insurance. Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.

X. Prompt Performance by Engineer. All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

XI. Client Objection to Personnel. If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

XII. Assignment and Delegation. Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

XIII. Jurisdiction and Venue - This Agreement shall be administered under the substantive laws of the State Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in Dallas County, Texas.

XIV. Integration, Merger and Severability – This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XV. Exclusivity of Remedies – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article XIX. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

XVI. Timeliness of Performance - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

XVII. Dispute Resolution. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

XVIII. Signatories. The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

XIX. AGREED REMEDIES

A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.

B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER

THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

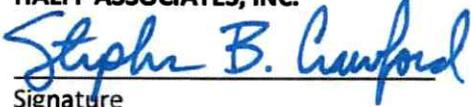
XX. WAIVER - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the ____ day of _____, 20__.

HALFF ASSOCIATES, INC.

CLIENT: CITY OF SEAGOVILLE, TEXAS

By:



By:

Signature

Signature

Stephen Crawford

Printed Name

Printed Name

Vice President

Title

Title

4/30/18

Date

Date



Exhibit A

Woodside Lane Storm Drain Outfall Repairs & Erosion Improvements

City of Seagoville

The scope of the project includes the engineering design required for repairs to the 42" storm drain line outfall at Woodside Lane and associated erosion improvements to alleviate future erosion concerns.

1. The design will be confined to the location of the existing pipe outfall and the neighboring properties to the location of the new pipe outfall. No other drainage improvements will be designed beyond the channel limits.
2. The proposed storm drain will follow its current alignment and extend further until it reaches the flowline of the receiving stream tributary.
3. The condition of the storm drain line upstream of the current outfall is assumed to be in good condition and no further repairs will be performed upstream of this location.
4. No utilities are identified in the vicinity of the proposed project. No utility design, outside of the storm drain line repairs, will be included with the project.

SCOPE OF WORK

I. DESIGN SERVICES

A. Data Collection

1. Meet with City of Seagoville staff to set project objectives, discuss staging areas, and conceptual limits of storm drain line extension, storm drain outfall location and erosion protection.
2. Confirm/obtain all existing and proposed plans that may impact the project.
3. Research and obtain property information (plats and deeds) needed for temporary and permanent easements.
4. Document and photograph current storm drain outfall conditions and potential locations of construction access/staging.
5. Determine path for survey, geotechnical and construction access to the site and determine if any trees need to be removed for this access.

B. Field Surveys

1. Halff and City will determine appropriate access locations.
2. Establish horizontal and vertical control.
3. Survey existing channel conditions to adequately cover upstream and downstream tie-ins for proposed designs.

4. Survey adjacent homes, fences, and other above-ground features as needed for the design.
5. Survey adjacent trees (6" in diameter or greater)

C. Temporary and Permanent Easement Preparation

1. Prepare three temporary construction easements: Two for the homes adjacent to the storm drain line location and one for the adjacent property to the northeast.
2. Prepare one permanent drainage easement for the storm drain outfall for the adjacent property to the northeast. No permanent drainage easements will be prepared for the two properties on Woodside Lane.
3. Easements will be prepared for the City of Seagoville for use in obtaining the necessary easements and drainage right-of-way for the project construction and post-project conditions

D. Geotechnical Investigations (ECS Southwest)

1. Geotech would consist of drilling 2 borings, field geologic reconnaissance, lab testing, engineering analysis and preparation of a geotechnical report. The report will address:
 - a. Subsurface and ground water conditions
 - b. Foundation recommendations for junction box structures
 - c. Lateral earth pressures for design of retaining structures
 - d. Slope stability analysis for planned remediation/repair alternatives
 - e. Earthwork and testing recommendations
2. Halff will coordinate with the City & Geotech consultant on timing, scheduling, and ensuring proper access to the sites for the borings.
3. Services not included: The geotechnical engineer will need to have access to the project site for the field work, including the soil borings. The geotechnical engineer can remove small brush from the access path but cannot remove large trees if they are blocking the access path. Large tree removal for purposes of accessing the locations for the soil borings is not included in the geotechnical engineers scope of work.

E. Storm Drain Outfall and Erosion Design

1. Prepare Preliminary Plans (prepared on 22-inch by 34-inch sheets, suitable for reduction to 11-inch by 17-inch half size prints) including:
 - a. Title Sheet with location map and sheet index
 - b. Overall Layout with General Notes
 - c. Survey Control
 - d. Construction Access/Staging Plan
 - e. Erosion Control Plans for construction
 - f. Grading Plan
 - g. Storm Drain Plan/Profile and Outfall Plans
 - h. Permanent Erosion Control plan

- i. Special Details & Structural details, as needed
 - j. City of Seagoville Standard Detail Sheets, if applicable
2. Prepare Preliminary Estimate of Probable Construction Cost
3. Coordinate with utility companies, if needed
4. Meet with City staff to discuss preliminary plans and comments and proceed with final design.
5. Prepare Final Construction Plans and Project Manual
 - a. Address City preliminary submittal comments.
 - b. Final plans and project manual will bear the seal of a licensed professional engineer and will incorporate comments from the preliminary submittal.
 - c. Submit Technical Notes and Bid Item spreadsheet (electronic) to City.
6. Prepare Final Estimate of Probable Construction Cost
7. Coordinate with utility companies for adjustment of utility lines; however, the design of such adjustments will be the responsibility of the individual utility companies
8. Submit one set of Final Plans (prepared on 22-inch by 34-inch sheets) along with a digital copy in PDF and DWG files.

II. CONSTRUCTION SERVICES

The design engineer will provide periodic construction administration services per Item 1 below, and Halff will provide a qualified construction inspector (not the design engineer) to complete the services identified in Item 2 below. Construction services will include the following:

1. Construction Administration (design engineer)
 - a. Attend pre-construction meeting
 - b. Review submittals
 - c. Attend construction meetings as needed
 - d. Conduct final project inspection with City
 - e. Prepare record drawings from contractor supplied record plans. Provide City of Seagoville with Record Electronic Files on a CD-ROM including AutoCAD Plan files and PDF Plan files
2. Construction Inspection – a construction inspector will conduct periodic inspections to observe the construction work for progress and quality, and to assist with assurance that the work is proceeding in accordance with the approved plans and specifications. Specifically, Halff's scope includes:
 - a. A Part-Time Construction Inspector will be provided for this project. For budgetary purposes, it is assumed the part-time inspector will work three and on-half (3.5



days a week (or twenty-eight (28) hours a week) for a four (3) month period for a total of 42 days (or 336 hours).

- b. Furnish personnel and equipment as required to perform on-site inspections.
- c. Communication with the contractor as to the work schedule.
- d. Prepare site observation reports including a summary of the contractor's activities with photos, no less than bi-weekly.
- e. Verify monthly construction progress and quantity estimates as the basis of payment to the contractor
- f. Attend on-site meetings as necessary or required including when requested by the Halff project manager or City staff, or to meet franchise utilities when necessary to discuss issues regarding the project.
- g. Interpret the contract plans and specifications to determine construction compliance.
- h. Determine the suitability of on-site materials to be used in the construction.
- i. Reject work and materials that do not conform to the contract documents
- j. Conduct a final walk-through with City staff and the contractor to facilitate the preparation of a final punch list
- k. Halff's scope does not include:
 - Full-time on-site inspection. (Only part-time inspection services are proposed for this project)
 - Coordination of construction materials testing and/or schedule.
- l. Client understands and agrees that Halff Associates is performing a professional service and our role does not include construction site safety or construction means and methods as these are and shall remain the sole and exclusive responsibility of the construction contractor.



COMPENSATION BY TASK

The total maximum fee for this scope of work shall be \$97,000.00.

Phase I – Design Services will be considered as a lump sum phase with a maximum fee of \$65,000.00. This phase will be billed monthly based on a percent complete amount.

Phase II – Construction Services will be an hourly, not-to-exceed fee of \$32,000.00. This phase will be billed monthly based on actual services completed.

The compensation for services shall be on the basis of 2.3 times total salary cost for each employee engaged directly on the project. Total fees will not be exceeded without prior approval. Direct costs including printing and reproduction, postage, and courier/overnight service will be considered reimbursable and will be billed at 1.1 times the direct cost incurred.

A cost breakdown of the total fees is shown below:

Cost Breakdown	
Phase I – Design Services	\$65,000
A. Data Collection	\$400
B. Field Surveys	\$7,000
C. Temporary and Permanent Easement Preparation	\$12,000
D. Geotechnical Investigation (ECS Southwest)	\$9,600
E. Storm Drain Outfall and Erosion Design	\$36,000
Phase II – Construction Services	\$32,000
A. Construction Administration	\$5,000
B. Construction Inspection	\$27,000
Total	\$97,000

Regular Session Agenda Item: 7

Meeting Date: May 7, 2018

ITEM DESCRIPTION

Discuss and provide direction to staff on residential developments with regard to Planned Developments and straight zoning.

BACKGROUND OF ISSUE:

It has been a practice for staff to suggest Planned Developments during meetings with some developers when such developer is proposing a new residential development. When a developer meets with staff and advises that they would like to build "large" homes in a specific area, staff immediately checks the zoning on that area. If the homes proposed are larger than the minimum requirements for the area and/or if amenities are proposed that would fall outside residential zoning regulations, staff will often suggest a Planned Development because (1) the developer would be required to develop the area as set forth on the concept plan rather than the minimum permitted by the actual zoning district; (2) Planned Developments allow for mixed uses which may encourage more amenities; and, (3) Planned Developments allow the Council to have input and establish development regulations outside those set forth in the zoning ordinance for that particular zoning.

Recently staff has brought several Planned Developments before the City Council that have not been well received. For this reason, staff requests that the Council provide direction on how to proceed for future residential developments. Is it the desire of the Council to accept straight zoning which allows for the minimum regulations or for staff to "suggest" a Planned Development?

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A

Executive Session Agenda Item: 8

Meeting Date: May 7, 2018

ITEM DESCRIPTION:

Recess into Executive Session in compliance with Texas Government Code:

(A) Section 551.087: Discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations, and to deliberate the offer of a financial or other incentive to a business prospect, to wit: "Project Cake."

(B) 551.071: Consultation with the City Attorney to seek legal advice concerning Boards & Commissions.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A

Executive Session Agenda Item: 9

Meeting Date: May 7, 2018

ITEM DESCRIPTION:

Reconvene into Regular Session

Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.

BACKGROUND OF ISSUE:

N/A

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A

Regular Session Agenda Item: 10

Meeting Date: May 7, 2018

ITEM DESCRIPTION:

Discuss and consider attendance of Board Member Alexandria Perez from the Economic Development Corporation.

BACKGROUND OF ISSUE:

Board Member Perez was appointed to the Economic Development Corporation in November 2017 and her term expires June 2019. Her attendance is being brought before Council due to her absenteeism. Her attendance is listed below. There are currently seven members on the Economic Development Corporation: if Board Member Perez is removed there will be six members remaining.

Meeting Date	Attendance
07/24/2017	Present
08/21/2017	Present
08/31/2017	Absent (Unexcused)
09/05/2017	Absent (Unexcused)
09/25/2017	Absent (Unexcused)
10/16/2017	Late (7:06)
10/23/2017	Present
11/13/2017	Absent (Unexcused)
12/18/2017	Present
1/4/2018	Present
02/12/2018	Late (7:00)
02/26/2018	Absent (Unexcused)
03/12/2018	Late (6:46)
04/09/2018	Absent (Unexcused)

Mayor Childress has requested that this item be placed on the City Council Agenda. The City Charter does allow Council to remove members of any boards, commissions or committees at their discretion.

Home Rule Charter, Section 3.19 Boards and Commissions

(b) The City Council may appoint persons to serve on any boards, commissions, or committees. Such appointees shall serve at the pleasure of the City Council and may be removed at the discretion of the City Council. Except as otherwise provided in this Charter, members of any such board, commission, or committee shall serve without compensation but may be reimbursed for actual expenses as approved by the City Council. The City Council may, by an affirmative vote of

four (4) council members, waive any requirements that a person may only serve on one (1) board or commission.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

N/A

EXHIBITS

N/A

Regular Session Agenda Item: 11

Meeting Date: May 7, 2018

ITEM DESCRIPTION:

Discuss and consider removal of Commissioner Raymond Covert from the Planning & Zoning Commission.

BACKGROUND OF ISSUE:

Commissioner Covert was appointed to the Planning & Zoning Commission in November 2016 and his term expires June 2019. There are currently seven members on the Planning & Zoning Commission; if Commissioner Covert is removed there will be six members remaining.

Councilmember Fruin has requested that this item be placed on the City Council Agenda. The City Charter does allow Council to remove members of any boards, commissions or committees at their discretion.

Home Rule Charter, Section 3.19 Boards and Commissions

(b) The City Council may appoint persons to serve on any boards, commissions, or committees. Such appointees shall serve at the pleasure of the City Council and may be removed at the discretion of the City Council. Except as otherwise provided in this Charter, members of any such board, commission, or committee shall serve without compensation but may be reimbursed for actual expenses as approved by the City Council. The City Council may, by an affirmative vote of four (4) council members, waive any requirements that a person may only serve on one (1) board or commission.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

EXHIBITS

Regular Session Agenda Item: 12

Meeting Date: May 7, 2018

ITEM DESCRIPTION

Receive Councilmember Reports/ Items of Community Interest

BACKGROUND OF ISSUE:

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

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

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A

Regular Session Agenda Item: 13

Meeting Date: May 7, 2018

ITEM DESCRIPTION:

Future Agenda Items

BACKGROUND OF ISSUE:

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

FINANCIAL IMPACT:

N/A

EXHIBITS

N/A