



**Tuesday, September 3, 2019
Regular Combined City Council Meeting**

**Council Chambers
3815 Sachse Road, Building B
6:30 p.m.**

The City of Sachse reserves the right to reconvene, recess or realign the workshop meeting, regular meeting, called Executive Session or order of business at any time prior to adjournment.

As authorized by Section 551.071(2) of the Texas Government Code, these meetings may be convened into closed Executive Session at any time during the City Council workshop or regular meeting for the purpose of seeking confidential legal advice from the City Attorney on any workshop or regular meeting agenda item listed herein.

A. 6:30 PM WORKSHOP MEETING

1. Call to Order: The City Council of the City of Sachse will hold a Workshop Meeting on Tuesday, September 3, 2019 at 6:30 p.m. in the Council Chambers at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:
2. The City Council shall convene into Executive Session pursuant to Texas Government Code Section §551.087 Economic Development Deliberations: Discussion of a Development Agreement between the City of Sachse and PMB Acquisitions LLC and/or its affiliates to provide incentives related to the development of approximately 119 acres of land within the PG&T Area Zoning District.
3. The City Council shall convene into Executive Session pursuant to Texas Government Code Section §551.087 Economic Development Deliberations: Deliberate the offer of a financial or other incentive relating to the development of Project Trinity.
4. Discussion of City Council meeting agenda items.
5. Adjournment.

B. 7:30 PM REGULAR MEETING

1. Call to Order: The City Council of the City of Sachse will hold a Regular Meeting on Tuesday, September 3, 2019 at 7:30 p.m. in the Council Chambers at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas to consider the following items of business:
2. Invocation and Pledges of Allegiance.

C. Special Announcements

1. Mayor and City Council announcements regarding special events, current activities, and local achievements.
2. Presentation of Texas Police Chief's Best Practices Recognition certificate.

D. Citizen Input

1. Citizen Input: The public is invited at this time to address the Council. Please come to the microphone and state your name and address for the record. If your remarks pertain to a specific agenda item, please hold them until that item, at which time the Mayor may solicit your comments. Time limit is 3 minutes per speaker. The City Council is prohibited by state law from discussing any item not posted on the agenda according to the Texas Open Meetings Act, but may take them under advisement. Issues raised may be referred to City Staff for research and possible future action.

E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.

1. Approve the minutes of the August 19, 2019 joint workshop meeting.
2. Approve the minutes of the August 19, 2019, regular meeting.
3. Accept the monthly revenue and expenditure report for the period ending July 31, 2019.
4. Approve an agreement for the terms and conditions by and between Dallas County and the City of Sachse for fire protection services.
5. Approve an agreement for the terms and conditions by and between Dallas County and the City of Sachse for ambulance services.
6. Approve the Consent Agenda Items as presented.

F. Regular Agenda Items

1. Receive an update on the Sachse Road/5th Street widening project with Dallas County and consider a resolution affirming the City's ability to fund Dallas County MCIP Project #22804 in the amount of six million, three-hundred thousand dollars for the reconstruction of 0.75 miles of Sachse Road.
2. Conduct the second public hearing on the proposed tax rate for the 2019-2010 fiscal year.
3. Conduct a public hearing on the proposed 2019-2020 fiscal year budget.
4. Discuss and consider eliminating fines for overdue Library items, waiving outstanding overdue fine balances, and waiving outstanding fines for older lost and damaged library materials.

G. Executive Session

1. The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074: Personnel - regarding the annual review of the City Secretary.
2. Take any action as a result of Executive Session.

H. Regular Meeting Closing

1. Adjournment.

I, the undersigned authority, do hereby certify that this notice of meeting was posted in accordance with the regulations of the Texas Open Meetings Act and was posted on the bulletin board, an accessible location at Sachse City Hall.

Michelle Lewis Sirianni, City Secretary

Accommodation requests for persons with disabilities should be made at least 48 hours prior to the meeting by contacting Lauren Rose, ADA Coordinator, via phone at 972.429.4770, via email at lrose@cityofsachse.com, or by appointment at 3815 Sachse Road, Building B, Sachse, Texas 75048.

**Agenda Item Details**

Meeting	Sep 03, 2019 - Regular Combined City Council Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	2. The City Council shall convene into Executive Session pursuant to Texas Government Code Section §551.087 Economic Development Deliberations: Discussion of a Development Agreement between the City of Sachse and PMB Acquisitions LLC and/or its affiliates to provide incentives related to the development of approximately 119 acres of land within the PGBT Area Zoning District.
Access	Public
Type	Closed Session

Public Content

**Agenda Item Details**

Meeting	Sep 03, 2019 - Regular Combined City Council Meeting
Category	A. 6:30 PM WORKSHOP MEETING
Subject	3. The City Council shall convene into Executive Session pursuant to Texas Government Code Section §551.087 Economic Development Deliberations: Deliberate the offer of a financial or other incentive relating to the development of Project Trinity.
Access	Public
Type	Closed Session

Public Content

**Agenda Item Details**

Meeting	Sep 03, 2019 - Regular Combined City Council Meeting
Category	C. Special Announcements
Subject	2. Presentation of Texas Police Chief's Best Practices Recognition certificate.
Access	Public
Type	Recognition

Public Content**BACKGROUND**

The Sachse Police Department has participated in the Texas Police Chief's Association's Best Practices Recognition program since 2011. To remain a "Recognized" agency, the department must undergo an assessment every four years and meet 168 standards covering every facet of operations of the police department. These standards are based on Texas law, court decisions, and best business practices as identified by the Texas Police Chief's Association.

Of the 2400 Law Enforcement agencies in Texas, only 157 agencies have received the "Recognized" status. Only 44 agencies inclusive of the City of Sachse have been recognized three times.

OVERVIEW

During the September 3 regular City Council meeting, Chief Mike Sullivan (Farmersville PD), representing the Texas Police Chief's Association, will present the TPCA Best Practices Recognition certificate to the Sachse Police Department.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Presentation of the TPCA Best Practices certificate to the Sachse Police Department.

**Agenda Item Details**

Meeting	Sep 03, 2019 - Regular Combined City Council Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	1. Approve the minutes of the August 19, 2019 joint workshop meeting.
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Approve as presented.
Minutes	View Minutes for Aug 19, 2019 - City Council & Park and Recreation Board Joint Wor

Public Content**BACKGROUND**

Minutes of the August 19, 2019, joint workshop meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve the minutes of the August 19, 2019, joint workshop meeting.

08.19.19 Workshop Minutes Joint Parks .pdf (31 KB)

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.

CITY COUNCIL OF THE CITY OF SACHSE

JOINT MEETING MINUTES

AUGUST 19, 2019

The City Council and the Park and Recreation Board of the City of Sachse held a joint workshop meeting on Monday, August 19, 2019 at 6:30 p.m. at Sachse City Hall, 3815 Sachse Road, Building B, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Bill Adams, Councilmembers Brett Franks, Michelle Howarth, Paul Watkins, Cullen King, and Jeff Bickerstaff; Park Board Members Cyndi Mitchell, Diana Smith, Lindsay Buhler, Butch Kemper, Jermaine McDaniel, CJ Marquez, and Youth Advisory, Caleb Casteel; City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Strategic Services Manager, Lauren Rose; Parks and Recreation Director, Lance Whitworth; Recreation Supervisor, Cynthia Wiseman; Fire Chief, Marty Wade, and Police Chief, Bryan Sylvester. Professional Staff included Ron Hobbs, David Tobin, Wadona Stitch, and Ronnie Collins.

Mayor Felix opened the workshop meeting at 6:32 p.m.

TOUR OF COMMUNITY CENTER: Take a tour of the Community Center.

The City Council and Park Board members along with professional staff took a hard hat tour of the Community Center.

ADJOURNMENT:

Mayor Felix adjourned the workshop at 7:23 p.m.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary

**Agenda Item Details**

Meeting	Sep 03, 2019 - Regular Combined City Council Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	2. Approve the minutes of the August 19, 2019, regular meeting.
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Approve as presented.
Minutes	View Minutes for Aug 19, 2019 - City Council Regular Meeting

Public Content**BACKGROUND**

Minutes of the August 19, 2019, regular meeting.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve the minutes of the August 19, 2019, regular meeting.

08.19.19 Regular Minutes.pdf (44 KB)

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.

CITY COUNCIL OF THE CITY OF SACHSE
MEETING MINUTES
AUGUST 19, 2019

The City Council of the City of Sachse held a regular meeting on Monday, August 19, 2019 at 7:30 p.m. at the City Council Chambers, 3815 Sachse Road, Sachse, Texas. Those present were Mayor Mike Felix, Mayor Pro Tem Bill Adams, Councilmembers Brett Franks, Michelle Howarth, Paul Watkins, Cullen King, and Jeff Bickerstaff; City Manager, Gina Nash; City Secretary, Michelle Lewis Sirianni; Strategic Services Manager, Lauren Rose; Finance Director, Teresa Savage; IT Manager, Danny Wheeler; Parks and Recreation Director, Lance Whitworth; Human Resources Director; Melinda Walter; Fire Chief, Marty Wade, and Police Chief, Bryan Sylvester.

Mayor Felix opened the regular meeting at 7:31 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE TO U.S. AND STATE FLAG:
Councilman Franks offered the invocation and Councilman Bickerstaff led the pledges.

MAYOR AND CITY COUNCIL ANNOUNCEMENTS REGARDING SPECIAL EVENTS:

Councilwoman Howarth announced upcoming Library events.

Councilman King thanked everyone who came out to adopt during the Clear the Shelter event. He also stated the Sachse Chamber of Commerce is looking for volunteers and music acts for Fallfest being held in October.

Mayor Pro Tem Adams echoed the comments regarding the Animal Shelter event.

CITIZENS INPUT:

James Thomas expressed his appreciation and gratitude to the first responders who saved his life.

CONSENT AGENDA: All items listed on the Consent Agenda are considered routine and will be acted on by one motion, with no separate discussion of these items unless a City Councilmember or citizen so requests.

- 1. Approve the minutes of the August 5, 2019, combined meeting.**
- 2. Accept the Quarterly Budget and Investment reports for the period ending June 30, 2019.**

3. Approve renewing the terms and conditions of a Professional Services Agreement, by and between the City of Sachse and the City of Garland for the City of Garland Health Department to provide immunizations, well child health care and communicable disease investigation services for the City of Sachse.

Councilman Bickerstaff made a motion to approve the consent agenda items as presented. Councilman King seconded that motion and the motion was unanimously approved.

REGULAR AGENDA ITEMS:

Conduct the first public hearing on the proposed tax rate for the 2019-2020 fiscal year.

Mrs. Savage stated this is the first of two public hearings on the proposed tax rate for 2019-2020 fiscal year. She reviewed and explained the effective tax rate and rollback tax rate, the required public notices, a rate comparison and history of the tax rate, exemptions, taxing entities in Dallas County and Collin County, as well as examples of property tax allocation in each of these counties.

Mayor Felix opened the public hearing.

No comments were made.

Mayor Felix closed the public hearing.

Review and consider the 2019-2020 fiscal year Wylie ISD School Resource Officer (SRO) Interlocal Agreement.

Chief Sylvester stated the City Council approved a one-year Memorandum of Understanding (MOU) with Wylie ISD to provide school resource officer services to Whitt and Cox elementary schools. The initial agreement provided for a 50% reimbursement of the SRO salary during the school term and purchase of the vehicle. Staff re-negotiated the terms of the agreement for City Council consideration. Chief Sylvester outlined some of the provisions of the agreement, which included 50% reimbursement of the SRO salary for the full year, WISD to pay for 50% of four crossing guard salaries during the school year, WISD to pay 100% of overtime costs, and to share training costs. The agreement is for one year with an option to renew up to five years. Staff recommends authorizing the City Manager to execute the proposed agreement.

Councilman King made a motion to approve the School Resource Officer Interlocal Agreement with Wylie ISD. Councilman Watkins seconded that motion and the motion was unanimously approved.

EXECUTIVE SESSION:

The City Council shall convene into Executive Session pursuant to Texas Government Code Section §551.087 Economic Development Deliberations: Discussion of a Development Agreement between the City of Sachse and PMB Acquisitions LLC and/or its affiliates to provide

incentives related to the development of approximately 119 acres of land within the PGBT Area Zoning District.

Mayor Felix stated the executive session item has been withdrawn.

No action was taken.

ADJOURNMENT:

Mayor Felix adjourned the regular meeting at 7:54 p.m.

MIKE J. FELIX, MAYOR

ATTEST:

Michelle Lewis Sirianni, City Secretary

**Agenda Item Details**

Meeting	Sep 03, 2019 - Regular Combined City Council Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	3. Accept the monthly revenue and expenditure report for the period ending July 31, 2019.
Access	Public
Type	Action (Consent)
Preferred Date	Sep 03, 2019
Fiscal Impact	No
Recommended Action	Accept the monthly revenue and expenditure report for the period ending July 31, 2019.
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content**BACKGROUND**

The Finance Department prepares a report each month to update the City Council regarding revenues and expenditures for the City. Included in the report are unaudited summaries for the General Fund, Utility Fund, Debt Service Fund, Sachse Economic Development Corporation, and Sachse Municipal Development District, as well as an analysis of sales tax revenues received year-to-date.

POLICY CONSIDERATIONS

The City Charter requires that the City Manager submit a monthly report covering revenues and expenditures.

RECOMMENDATION

Accept the monthly revenue and expenditure report for the period ending July 31, 2019.

[All Funds 7-31-19.pdf \(108 KB\)](#)[Sales Tax Analysis Sept 2019.pdf \(116 KB\)](#)

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.

CITY OF SACHSE
2018/2019 SALES TAX ANALYSIS

FY 2018	Total Sales Tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget	FY 2019	Total Sales tax	General Fund Sales Tax	General Fund Year-To-Date	YTD Percent of Budget
October	192,025	109,723	109,723	9.00%	October	208,112	118,915	118,915	9.75%
November	419,139	239,496	349,219	24.94%	November	295,677	168,950	287,865	19.52%
December	192,626	110,067	459,286	32.81%	December	216,610	123,771	411,635	27.91%
January	208,475	119,123	578,409	41.31%	January	230,470	131,690	543,326	36.84%
February	313,995	179,416	757,825	54.13%	February	337,215	192,685	736,011	49.90%
March	181,691	103,818	861,644	61.55%	March	209,463	119,687	855,698	58.01%
April	185,503	105,996	967,640	69.12%	April	200,166	114,375	970,073	65.77%
May	268,970	153,689	1,121,329	80.09%	May	290,146	165,789	1,135,862	77.01%
June	222,767	127,295	1,248,624	89.19%	June	186,681	106,670	1,242,532	84.24%
July	241,223	137,835	1,386,459	99.03%	July	233,228	133,266	1,375,798	93.27%
August	281,001	160,564	1,547,023	110.50%	August	309,283	176,724	1,552,523	105.26%
September	208,158	118,941	1,665,964	119.00%	September				
TOTAL	2,915,572	1,665,964			TOTAL	2,717,052	1,552,523		
BUDGET		1,400,000			BUDGET		1,475,000		

City of Sachse
Monthly Revenue and Expenditure Report
July 31, 2019
(Unaudited)

GENERAL FUND

83% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Property Tax	\$ 12,019,803	\$ 31,672	\$ 12,091,623	100.60%	
Sales Tax	1,508,000	143,831	1,414,230	93.78%	
Franchise Fees	1,710,775	178,506	1,545,599	90.34%	
Licenses and Permits	566,500	97,197	388,149	68.52%	
Service Fees	709,600	135,110	874,923	123.30%	A
Fines	250,000	25,392	208,962	83.58%	
Interest Income	50,000	23,848	232,477	464.95%	B
Miscellaneous Income	326,618	20,464	305,197	93.44%	
Intergovernmental Revenue	1,182,205	98,517	985,171	83.33%	
Total Revenue	\$ 18,323,501	\$ 754,537	\$ 18,046,332	98.49%	
Expenditure Summary					
City Manager	\$ 426,258	\$ 45,723	\$ 368,003	86.33%	
City Secretary	193,198	18,166	149,956	77.62%	
Human Resources	374,546	26,364	292,774	78.17%	
Finance	592,461	44,157	508,813	85.88%	
Municipal Court	236,104	13,720	171,172	72.50%	
Parks & Recreation	1,224,007	61,468	896,347	73.23%	
Senior Programs	167,466	10,104	138,027	82.42%	
Library Services	468,323	38,103	376,284	80.35%	
Community Development	908,890	60,346	671,499	73.88%	
Streets & Drainage	1,988,077	112,521	1,609,780	80.97%	
Facility Maintenance	522,749	31,052	426,138	81.52%	
Police	5,238,314	352,451	4,360,703	83.25%	
Animal Control	232,199	15,748	190,844	82.19%	
Fire/EMS	4,254,812	280,901	3,437,081	80.78%	
Combined Services	390,630	14,642	342,750	87.74%	
City Engineer	272,381	23,933	174,832	64.19%	
Information Technology	753,684	18,921	557,515	73.97%	
Total Expenditures	\$ 18,244,099	\$ 1,168,320	\$ 14,672,519	80.42%	
Total Revenue Over/Under Expenses	\$ 79,402	\$ (413,783)	\$ 3,373,813		

Explanation of Major Variances:

- A** Ambulance Service Fees and Developer Fees are 45% over budgeted
B Investment rates higher than expected

City of Sachse
Monthly Revenue and Expenditure Report
 July 31, 2019
 (Unaudited)

UTILITY FUND

83% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Water Revenue	\$ 6,421,324	\$ 1,007,347	\$ 5,391,571	83.96%	
Sewer Revenue	4,768,010	406,502	4,059,518	85.14%	
Drainage Revenue	204,000	17,482	174,346	85.46%	
Fees	159,500	15,985	166,447	104.36%	
Interest Income	100,000	40,025	401,196	401.20%	A
Transfer In-Impact Fee	30,000	-	30,000	100.00%	
Miscellaneous Income	-	-	597		
Total Revenue	\$ 11,682,834	\$ 1,487,340	\$ 10,223,675	87.51%	
Expenditure Summary					
Utility Administration	\$ 428,484	\$ 31,890	\$ 331,528	77.37%	
Water Operations	6,195,391	905,810	4,912,341	79.29%	
Sewer Operations	3,902,224	307,643	3,442,894	88.23%	
Drainage Projects	255,000	-	53,710	21.06%	
Total Expenditures	\$ 10,781,099	\$ 1,245,343	\$ 8,740,473	81.07%	
Total Revenue Over/Under Expenses	\$ 901,735	\$ 241,997	\$ 1,483,201		

Explanation of Major Variances:

A Investment rates higher than expected; principle includes unexpended bond funds

Monthly Revenue and Expenditure Report
July 31, 2019
(Unaudited)

Debt Service Fund

83% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 0%
Revenue Summary					
Property Tax	\$ 4,474,801	\$ 11,705	\$ 4,501,149	100.59%	
Interest Income	1,000	4,230	20,915	2091.49%	B
Miscellaneous Receipts					
Total Revenue	\$ 4,475,801	\$ 15,935	\$ 4,522,064	101.03%	
Expenditure Summary					
Fees	\$ 3,000		\$ 1,656	55.21%	
Principal	3,033,558	-	2,030,000	66.92%	A
Interest	1,430,051	-	731,204	51.13%	A
Transfer Out-Utility Fund					
Total Expenditures	\$ 4,466,609	\$ -	\$ 2,762,860	61.86%	
Total Revenue Over/Under Expenses	\$ 9,192	\$ 15,935	\$ 1,759,204		

A Principal payments are due in February and interest payments in February and August

B Investment rates higher than expected; principle includes funds set aside for defeasance

City of Sachse

Monthly Revenue and Expenditure Report

July 31, 2019

(Unaudited)

SACHSE ECONOMIC DEVELOPMENT CORPORATION

83% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference 0%
Revenue Summary					
Sales Tax	\$ 737,500	\$ 66,633	\$ 687,899	93.27%	
Other Income	\$ 27,550	\$ 2,161	\$ 14,478	52.55%	
Interest Income	2,500	1,854	11,851	474.04%	A
Total Revenue	\$ 767,550	\$ 70,648	\$ 714,229	93.05%	
Expenditure Summary					
Expenditures	767,183	69,882	499,150	65.06%	
Total Expenditures	\$ 767,183	\$ 69,882	\$ 499,150	65.06%	
Total Revenue Over/Under Expenses	\$ 367	\$ 766	\$ 215,079		

Explanation of Major Variances:

City of Sachse
Monthly Revenue and Expenditure Report
 July 31, 2019
 (Unaudited)

MUNICIPAL DEVELOPMENT DISTRICT

83% of Year Completed

	Annual Budget	Current Month Actual	Actual YTD	YTD Actual as a Percent of Budget	Note Reference
Revenue Summary					
Sales Tax	\$ 350,000	\$ 30,322	\$ 312,944	89.41%	
Other Income	\$ -				
Interest Income	1,000	1	90	9.03%	
Total Revenue	\$ 351,000	\$ 30,323	\$ 313,034	89.18%	
Expenditure Summary					
Expenditures	455,000	-	262,144	57.61%	
Total Expenditures	\$ 455,000	\$ -	\$ 262,144	57.61%	
Total Revenue Over/Under Expenses	\$ (104,000)	\$ 30,323	\$ 50,890		

Explanation of Major Variances:

**Agenda Item Details**

Meeting	Sep 03, 2019 - Regular Combined City Council Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	4. Approve an agreement for the terms and conditions by and between Dallas County and the City of Sachse for fire protection services.
Access	Public
Type	Action (Consent)
Preferred Date	Sep 03, 2019
Absolute Date	Oct 01, 2019
Fiscal Impact	Yes
Recommended Action	Approve an agreement for the terms and conditions by and between Dallas County and the City of Sachse for fire protection services.

Public Content**BACKGROUND**

The City of Sachse currently provides fire protection to the unincorporated adjoining Dallas County area per a three-year agreement. The current agreement expires September 2019.

OVERVIEW

The main change from the current agreement is that Dallas County has increased the amount paid per incident. The change is from \$420.00 to \$450.00 per incident.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve an agreement the terms and conditions by and between Dallas County and the City of Sachse for fire protection services.

[2019 Fire Agreement.pdf \(504 KB\)](#)[2019 DC Fire-Ambulance Services Letter.pdf \(71 KB\)](#)

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.



**Dallas County
Fire Marshal's Office
509 Main Street, Suite 310 Dallas Texas 75202
Main: 214.653.7970 Fax: 214.653.6372**



DATE: July 18, 2019
TO: Chief Marty Wade, Sachse Fire & Rescue
FROM: Robert De Los Santos – Chief – Dallas County Fire Marshal
REF: Renewal Contracts for Fire & Ambulance Protection

Chief, again it is time to renew the contract agreements between the City of Sachse and Dallas County. Attached you will find the contracts for the Fire and Ambulance Protection of the unincorporated areas adjacent to your city. After your review, please forward these to your Mayor and City Council for a resolution approving said contracts. The renewal date is October 1, 2019, and runs for a three year period, as identified within the documents. There is one main change to this year's contracts, in that we have increased the run amounts for both fire and ambulance responses. We realize that the rates have been the same for many years, and hope that the increases will meet your approval.

Attached to each document is an area response map of the assigned county district. Also, attached is one extra copy of the response map for your department. Please leave the maps that are attached to each document for the official record. Upon completion of your city resolution and mayor's signature, please notify me and we will have them picked up. From that point they must go before the Dallas County Commissioners Court for their approval. A copy of the fully signed contract will be returned to you immediately thereafter.

We thank you and your department for your continued assistance in covering the assigned portions of unincorporated Dallas County adjacent to your city. If you have any questions, please contact me at 214/653-7970.

Respectfully,

Robert De Los Santos – Chief
Dallas County Fire Marshal

*Dallas County Fire Marshal's Office
www.dallascounty.org*

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

FIRE PROTECTION AGREEMENT

WHEREAS, the Sachse, Texas (the “City”), has agreed to provide fire protection services to the unincorporated areas of the County of Dallas, (the “County”), and

WHEREAS, County has requested the City to provide such services with City owned and City operated fire protection equipment.

NOW THEREFORE, this Agreement (the “Agreement”) between City and County is hereby made between said City and County as follows:

I.

SERVICES

For the consideration stated herein, the City agrees to (i) furnish fire protection services, and (ii) to answer all fire calls in the assigned unincorporated area adjacent and/or near the corporate limits of said City, as shown on the official fire protection zone map of the County, a copy of which is attached hereto as Exhibit “A” and made a part hereof for all purposes. Any deletions due to annexations or any additions due to de-annexations will be furnished to the City by the County Fire Marshal and the official map shall be updated by the City to reflect these changes. Responses shall continue into any annexed area until official notice is received from the County Fire Marshal. Response shall commence into any de-annexed area when official notice is received from the County Fire Marshal.

II.

TERM

This Agreement shall be in effect during the County fiscal year of October 1, 2019 through September 30, 2020, and will automatically be extended for two additional one-year fiscal periods (October 1, 2020 through September 30, 2021, and October 1, 2021 through September 30, 2022)

provided, and only if County appropriates and budgets the necessary funds to pay for fire services in each of the succeeding one year fiscal periods. In the event that funds are not appropriated by County for a succeeding fiscal year, this Agreement shall terminate on the last day of the fiscal year in which funds are appropriated for such fiscal year.

III.

DEFINITIONS & CONDITIONS

1) "Fire Run" shall mean a fire response with a fire fighting vehicle into the assigned unincorporated area of the County where any type of extinguishing agent is applied to a fire, or where valid reasons can be provided by City as to why there was no need to apply an extinguishing agent to a fire. A Fire Run does not include the routine dispatch of a fire vehicle to the location/address of an "Ambulance Run" (as defined below), when the necessity of the fire vehicle at such location/address does not exist and is not required to meet the requirements of a valid Fire Run or an Ambulance Run.

2) "Ambulance Run" shall mean an ambulance response into the assigned unincorporated area of the County where any type of emergency medical treatment is performed, or when valid reasons are provided by City as to why there was no need to administer treatment.

The following three (3) conditions may justify a Fire Run made in conjunction with an Ambulance Run:

- 1) an unconscious person is involved where cardiopulmonary resuscitation ("CPR") may need to be performed to sustain life;
- 2) an individual is experiencing breathing difficulties where additional personnel is needed for patient evaluation and administering life support; or
- 3) a motor vehicle accident ("MVA") has occurred where extrication is needed or fuel is leaking and must be washed away from the vehicle to assure safety of responders/patients or other types of rescue, where fire apparatus/skills are required.

IV.

REIMBURSEMENT BY COUNTY

The County agrees to reimburse the City at the rate of FOUR HUNDRED AND FIFTY NO/100 DOLLARS (\$450.00) for each approved Fire Run that the City makes into the defined unincorporated area.

In order for the City to be eligible for reimbursement for a Fire Run, the Fire Run must be to a location within the unincorporated area assigned to City. When the City receives an original call for a Fire Run, the City must immediately notify the County Fire Marshal by contacting the Sheriff's Department by telephone or radio. The City must file with the County Fire Marshal, not later than five (5) days after the end of the calendar month, a certified list of the runs made into said unincorporated areas during the preceding month. Fire Runs that are not to a location in the assigned unincorporated area, or that have not been approved prior to a mutual aid assistance call, will be disallowed by the County Fire Marshal and no reimbursement will be made to the City for such runs.

The County Fire Marshal will notify the City of any response locations that cannot be located from the information provided on the run sheet, and of runs which are not eligible for reimbursement within thirty (30) days after the receipt of said City report. If a reply is not received from the City after the second request from the County Fire Marshal, the run will be disallowed. City will not be reimbursed for a Fire Run when (i) a fire vehicle is routinely dispatched to the same location/address of an Ambulance Run, (ii) the necessity for a fire vehicle at the location /address of an Ambulance Run does not exist, or (iii) a fire vehicle is not required to meet the requirements of a valid Fire Run or an Ambulance Run. All duplicate Fire Runs and Ambulance Runs to the same location/address must be verified by the County Fire Marshal for validity and the necessity of such duplicate run must be established by the City in order to be

eligible for reimbursement. County will reimburse the City for all eligible Fire Runs within thirty (30) days after the end of each quarter year during the Agreement term.

V.

MUTUAL AID ASSISTANCE

City agrees that it will provide mutual aid assistance to the County when requested, provided it may do so without endangering the property and lives of its own citizens.

VI.

TERMINATION

This Agreement may be terminated by either party without cause by giving the other party ninety (90) days prior written notice of the termination.

VII.

LIABILITY

City and County agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Agreement without waiving any sovereign immunity, governmental immunity or other defenses available to the parties under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

City acknowledges and agrees that County is prohibited by Article XI, Section 7 of the Texas Constitution from indemnifying City or any other third party for damages arising under this Agreement.

VIII.

NOTICE

Any notice or certification provided for in this Agreement to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To County: Fire Marshal
 County of Dallas
 Records Building
 600Commerce St. – Room B-15
 Dallas, Texas 75202

To City: Fire Chief, Marty Wade
 Sachse Fire & Rescue
 3815 Sachse Road Bldg. D
 Sachse, Texas 75048

IX.

MISCELLANEOUS

A. Applicable Law. This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in the state and federal courts of competent jurisdiction sitting in Dallas County, Texas.

B. Entire Contract. This Agreement, including all Exhibits, and Addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

C. Binding Effect. This Agreement and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves; provided, however, that County, its successors and assigns shall be obligated to perform County's covenants under this Agreement only during, and in respect of their successive periods as County during the term of this Agreement.

D. Fiscal Funding. Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. City shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

E. Severability. If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

F. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the parties hereto.

G. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

H. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. This Agreement shall not become effective until approved by City Resolution and Commissioners' Court Order. A copy of the respective Resolution and Order will be furnished to each signing entity.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Follow]

By their signatures below, the duly authorized representatives of City and County accept the terms of this Agreement in full.

COUNTY:

CITY:

BY: Clay Lewis Jenkins

Dallas County Judge

BY:

Mayor of Sachse

RECOMMENDED BY:

By: Darryl Martin- Dallas County Court Administrator

By: Robert De Los Santos – County Fire Marshal

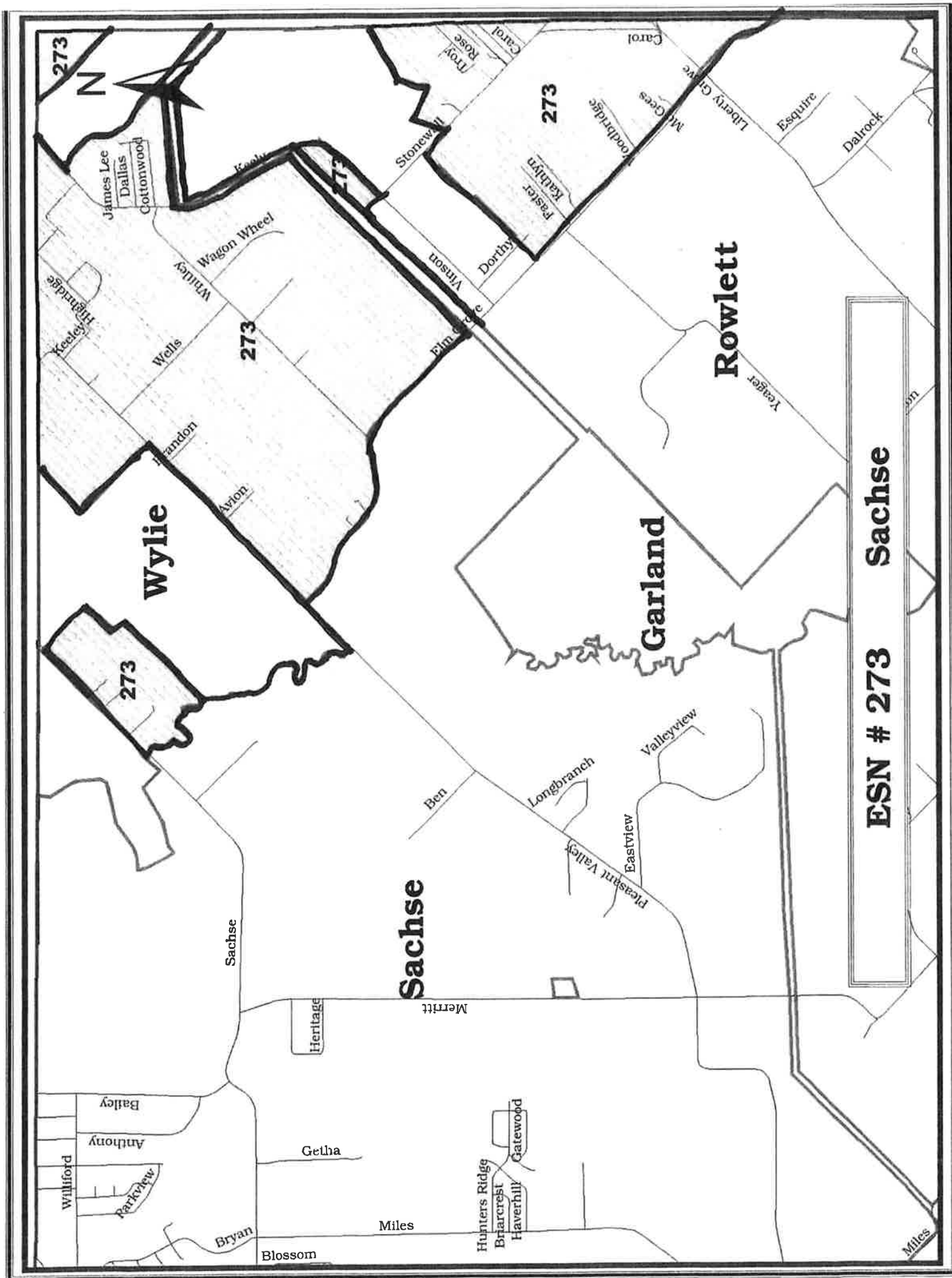
APPROVED AS TO FORM*:

**JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY**

BY: _____
Randall Miller
Assistant District Attorney

*** By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).**

EXHIBIT “A”
FIRE PROTECTION ZONE MAP



**Agenda Item Details**

Meeting	Sep 03, 2019 - Regular Combined City Council Meeting
Category	E. Consent Agenda - All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.
Subject	5. Approve an agreement for the terms and conditions by and between Dallas County and the City of Sachse for ambulance services.
Access	Public
Type	Action (Consent)
Preferred Date	Sep 03, 2019
Absolute Date	Oct 01, 2019
Fiscal Impact	Yes
Recommended Action	Approve an agreement the terms and conditions by and between Dallas County and the City of Sachse for ambulance services.

Public Content**BACKGROUND**

The City of Sachse currently provides ambulance and fire protection to the adjoining Dallas County Area per a three-year agreement. The current agreement expires September 2019.

OVERVIEW

The main changes from the current agreement is that Dallas County has increased the amount paid per incident. The new rate is an increase from \$450.00 to \$500.00.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Approve an agreement the terms and conditions by and between Dallas County and City of Sachse for ambulance services.

[2019 Ambulance Agreement.pdf \(506 KB\)](#)[2019 DC Fire-Ambulance Services Letter.pdf \(71 KB\)](#)

All items listed on the consent agenda will be considered by the City Council and will be enacted on by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests.



**Dallas County
Fire Marshal's Office
509 Main Street, Suite 310 Dallas Texas 75202
Main: 214.653.7970 Fax: 214.653.6372**



DATE: July 18, 2019

TO: Chief Marty Wade, Sachse Fire & Rescue

FROM: Robert De Los Santos – Chief – Dallas County Fire Marshal

REF: Renewal Contracts for Fire & Ambulance Protection

Chief, again it is time to renew the contract agreements between the City of Sachse and Dallas County. Attached you will find the contracts for the Fire and Ambulance Protection of the unincorporated areas adjacent to your city. After your review, please forward these to your Mayor and City Council for a resolution approving said contracts. The renewal date is October 1, 2019, and runs for a three year period, as identified within the documents. There is one main change to this year's contracts, in that we have increased the run amounts for both fire and ambulance responses. We realize that the rates have been the same for many years, and hope that the increases will meet your approval.

Attached to each document is an area response map of the assigned county district. Also, attached is one extra copy of the response map for your department. Please leave the maps that are attached to each document for the official record. Upon completion of your city resolution and mayor's signature, please notify me and we will have them picked up. From that point they must go before the Dallas County Commissioners Court for their approval. A copy of the fully signed contract will be returned to you immediately thereafter.

We thank you and your department for your continued assistance in covering the assigned portions of unincorporated Dallas County adjacent to your city. If you have any questions, please contact me at 214/653-7970.

Respectfully,

Robert De Los Santos – Chief
Dallas County Fire Marshal

*Dallas County Fire Marshal's Office
www.dallascounty.org*

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

AMBULANCE SERVICES AGREEMENT

WHEREAS, the City of Sachse, Texas, (the “City”), has agreed to provide ambulance services to the unincorporated areas for the County of Dallas, (the “County”), and

WHEREAS, County has requested the City to provide such services with City-owned and City-operated ambulance equipment,

NOW THEREFORE, this Agreement (the “Agreement”) between City and County is hereby made by and between said City and County as follow:

I - SERVICES

For the consideration stated herein, the City agrees to (i) furnish ambulance services and, (ii) to answer all ambulance calls in the assigned unincorporated area adjacent and/or near the corporate limits of said City, as shown on the official ambulance zone map of County, a copy of which is attached hereto as Exhibit “A” and made a part hereof for all purposes. Any deletions due to annexations or any additions due to de-annexations will be furnished the City by the County Fire Marshal and the official map shall be updated by the City to reflect these changes. Response shall continue into any annexed area until official notice is received from the County Fire Marshal. Response shall commence into any de-annexed area when official notice is received from the County Fire Marshal.

II - TERM

This Agreement shall be in effect during the County fiscal year of October 1, 2019 through September 30, 2020 and will automatically be extended for two (2) additional one-year fiscal periods

(October 1, 2020 through September 30, 2021, and October 1, 2021 through September 30, 2022) provided, and only if County appropriates and budgets the necessary funds to pay for ambulance services in each of the succeeding one-year periods. In the event that funds are not appropriated by County for a succeeding fiscal year, this Agreement shall terminate on the last day of the fiscal year in which funds are appropriated for such fiscal year.

III – DEFINITIONS

An “Ambulance Run” shall mean an ambulance response into the assigned unincorporated area of the County where any type of emergency medical treatment is performed, or where valid reasons can be provided by City as to why there was no need to administer treatment. An Ambulance Run does not include the routine dispatch of an ambulance vehicle to the location/address of a “Fire Run” (as defined below), when the necessity of an ambulance vehicle at such location/address does not exist and is not required to meet the requirements of a valid Ambulance Run or a Fire Run.

The “Minimum Ambulance Staffing” shall be defined as follows: (i) “Advanced Life Support” (ALS) units shall have a minimum of one (1) EMT-Paramedic and one EMT-Basic. (ii) “Basic Life Support” (BLS) units shall have a minimum of two (2) EMT-Basics.

A “Fire Run” shall mean a fire department response with a fire protection vehicle into the assigned unincorporated area of the County where any type of extinguishing agent is applied to a fire or when valid reasons are provided by City as to why there was no need to apply an extinguishing agent to a fire.

IV – REIMBURSEMENT BY COUNTY

The County agrees to reimburse the City at the rate of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) for each approved Ambulance Run that the City makes into the defined unincorporated area.

In order for the City to be eligible for reimbursement for a run, the Ambulance Run must be to a location within the unincorporated area assigned to the City. When the City receives an original call for an Ambulance Run, the City must immediately notify the County Fire Marshal by contacting the Sheriff’s

Department by telephone or radio. The City must file with the County Fire Marshal, not later than five (5) days after the end of the calendar month, a certified list of the runs made into said unincorporated areas during the preceding month. Ambulance Runs that are not to a location in the assigned unincorporated area or that have not been approved prior to mutual aid assistance call will be disallowed by the County Fire Marshal and no reimbursement will be made to the City for such runs. The County Fire Marshal will notify the City of any response locations that cannot be located from the information provided on the run sheet and of runs which are not eligible for reimbursement within thirty (30) days after the receipt of said City Report. If a reply is not received from the City after the second request from the County Fire Marshal, the run will be disallowed. City will not be reimbursed for an Ambulance Run when (i) an ambulance is routinely dispatched to the same location/address of a Fire Run (ii) the necessity for an ambulance at the location/address of a Fire Run does not exist, or (iii) an ambulance is not required to meet the requirements of a valid Ambulance Run or a Fire Run. County will reimburse City for all eligible Ambulance Runs within thirty (30) days after the end of each quarter year during the Agreement term.

V – FEES CHARGED TO CITIZENS

The City may collect from the citizens the same fee for ambulance service in the assigned unincorporated areas that it charges for like services in the City. The City shall not charge the citizens in the assigned unincorporated area more for services than it charges for like services in the City. The County shall not assist in the collection of any fees charged by the City. No reimbursement for uncollected fees shall be made by County.

Payment shall be for “per ambulance utilized” not for “per patient transported”. In multi-injury incidents/situations, each ambulance must transport two patients per ambulance, except in those cases where cardiopulmonary resuscitation (“CPR”) is in progress or where multiple injuries involving a patient in a life-threatening situation who must receive extensive personal treatment while being transported.

VI – TERMINATION

This Agreement may be terminated by either party without cause by giving the other party ninety (90) days prior written notice of the termination.

VII – LIABILITY

City and County agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this Agreement without waiving any sovereign immunity, governmental immunity or other defenses available to the parties under federal or State law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. All parties agree that any such liability or damages occurring during the performance of this Agreement caused by the joint or comparative negligence of the parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

City acknowledges and agrees that County is prohibited by Article XI, Section 7 of the Texas Constitution from indemnifying City or any other third party for damages arising under this Agreement.

VIII – NOTICE

Any notice or certification provided for in this Agreement to be given by either party to the other shall be required to be in writing and shall be deemed given when personally delivered or within three (3) business days after being deposited in the United States mail, postage prepaid, certified, return receipt requested or registered addressed as follows:

To County: Dallas County Fire Marshal
Records Building
600 Commerce St. – Room B-15
Dallas, Texas 75202

To City:

Fire Chief Marty Wade
Sachse Fire & Rescue
3815 Sachse Road Bldg. D
Sachse, Texas 75048

VIII – MISCELLANEOUS

A. Applicable Law. This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Remedies Code and all applicable laws. This Agreement and all matters pertinent thereto shall be construed and enforced in accordance with the laws of the State of Texas and venue shall lie exclusively in the state and federal courts of competent jurisdiction sitting in Dallas County, Texas.

B. Entire Agreement. This Agreement including all Exhibits, and Addendum, constitutes the entire agreement between the parties hereto and may not be modified except by an instrument in writing executed by the parties hereto.

C. Binding Effect. This Agreement and the respective rights and obligations of the parties hereto shall insure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves, provided, however, that County, its successors and assigns shall be obligated to perform County's covenants under this Agreement only during, and in respect of their successive periods as County during the term of this Agreement.

D. Fiscal Funding. Notwithstanding any provisions contained in this Agreement, the obligations of the County under this Agreement are expressly contingent upon the availability of funding for each item and obligation for the term of the Agreement and any pertinent extensions. City shall have no right of action against County in the event County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this Agreement or failure to budget or authorize funding for this Agreement during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this Agreement as a

result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time.

E. Severability. If any provision of this Agreement shall be held invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect.

F. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this agreement and signed by the parties hereto.

G. Number and Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

H. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

I. This Agreement shall not become effective until approved by City Resolution and Commissioners Court Order. A Copy of the respective Resolution and Order will be furnished to each signing entity.

By their signatures below, the duly authorized representatives of City and County accept the terms of this Agreement in full.

EXECUTED this the 3rd day of September, 2019.

COUNTY:

CITY:

BY: Clay Lewis Jenkins
Dallas County Judge

BY: _____
Mayor of Sachse

RECOMMENDED:

BY: Darryl Martin – Dallas County Court Administrator

BY: Robert De Los Santos - Dallas County Fire Marshal

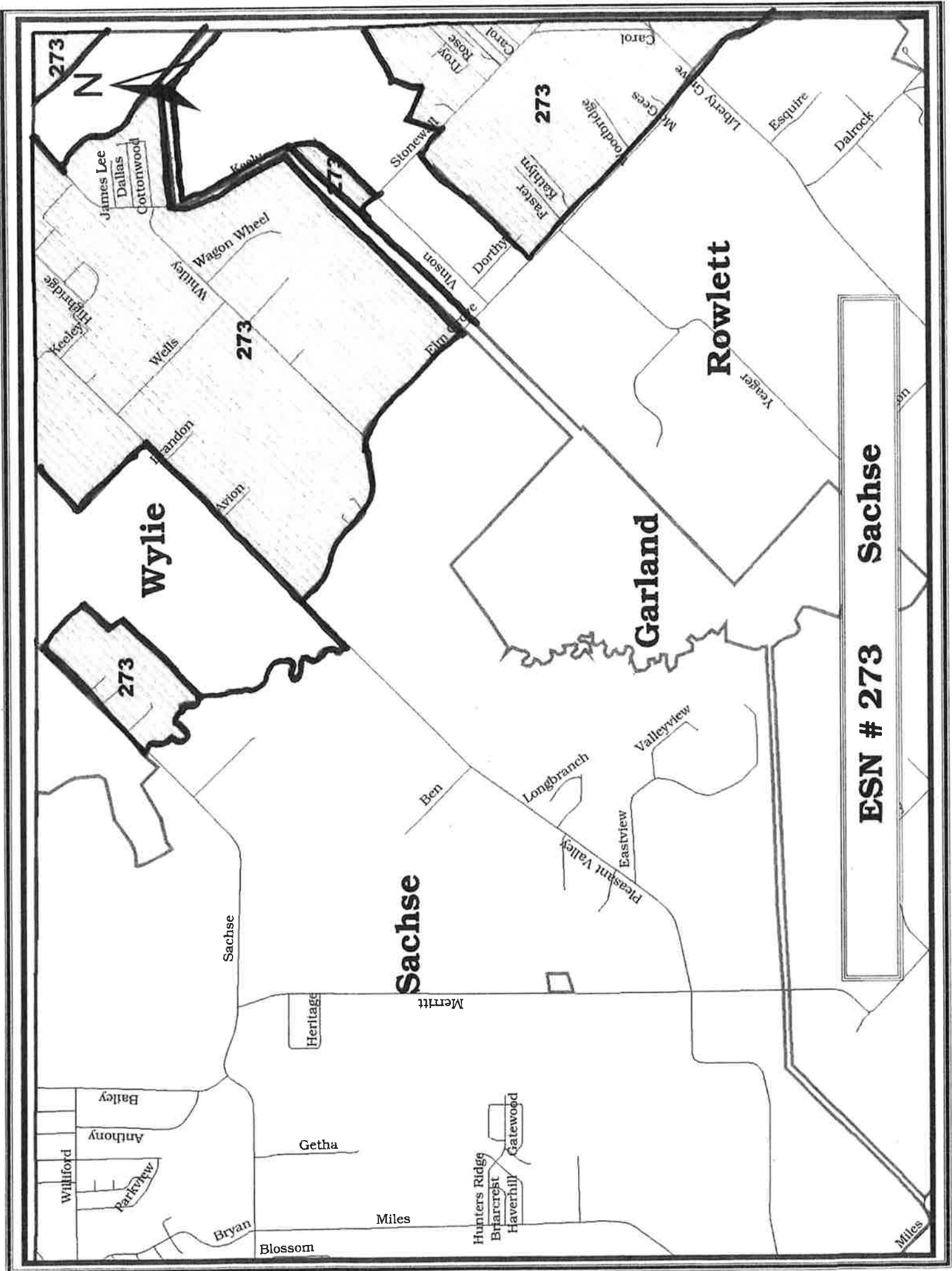
APPROVED AS TO FORM*:

**JOHN CREUZOT
CRIMINAL DISTRICT ATTORNEY**

BY: _____
Randall Miller
Assistant District Attorney

*** By law, the Dallas County District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).**

EXHIBIT “A”
AMBULANCE RESPONSE ZONE MAP



273

N

James Lee
Dallas
Cottonwood

Keeley
Highridge

Wells

Wylie

273

Whitley
Wagon Wheel

273

Brandon

Avion

Stonewall

Dorothy

Bin C. C.

Ben

Sachse

Merritt

Heritage

Getha

Bryan

Blossom

Miles

Hunters Ridge
Briarcrest
Haverhill
Gatewood

273

Raster
Kathryn

Dorothy

Longbranch

Pleasant Valley
Eastview

Valleyview

Carol

McGees

Liberty Grove

Esquire

Dalrock

Rowlett

Yeager

ESN # 273 Sachse

Miles

**Agenda Item Details**

Meeting	Sep 03, 2019 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	1. Receive an update on the Sachse Road/5th Street widening project with Dallas County and consider a resolution affirming the City's ability to fund Dallas County MCIP Project #22804 in the amount of six million, three-hundred thousand dollars for the reconstruction of 0.75 miles of Sachse Road.
Access	Public
Type	Information

Public Content**BACKGROUND**

The City of Sachse partnered with Dallas County on a major capital improvement project for the widening of Sachse Road and 5th Street, from State Highway 78 to Miles Road. The project was delayed past its original timeline. Dallas County staff bid the project in May 2019, with Tiseo Paving Company coming in as the lowest qualified bidder. Dallas County staff requested that the City Council be briefed on this item before taking the contract to the Dallas County Commissioner's Court on September 17, 2019 to award the final bid.

OVERVIEW

Staff will provide an update on the Sachse Road/5th Street widening project. John Mears with Dallas County Public Works will be in attendance to answer any specific questions about the project.

POLICY CONSIDERATIONS

The City of Sachse and Dallas County are partners in the project funding.

RECOMMENDATION

Staff recommends that the City Council approve the funding strategy for the Sachse Road Project and adopt a resolution affirming the City's ability to fund its share of the project.

[Sachse Road Resolution.pdf \(131 KB\)](#)[Sachse Road Presentation.pdf \(780 KB\)](#)

Sachse Road & 5th Street Widening

STATE HIGHWAY 78 TO MILES ROAD

SEPTEMBER 3, 2019





Overview

- Project Description
- Background
- Project Funding
- Staff Recommendations



Project Description





Background

- Dallas County advertised the project for bid in March and opened bids on May 9, 2019.
- The lowest qualified bid was received from Tiseo Paving at a total amount of \$9,159,814.43, including:
 - Paving & Drainage - \$7,570,450
 - Lighting - \$223,186
 - Landscaping & Utilities - \$1,138,678
 - Irrigation - \$227,500
 - Total - \$9,159,814
- Dallas County Public Works staff has requested confirmation that the City has its share of the project's funding identified prior to taking the contract to the Commissioners Court for approval and award on September 17, 2019.



Project Funding Summary

- Total Project Cost (including design and project management) = \$11.6 million
 - City share = \$6.3 million
 - Current available funding for City share is:
 - \$3,586,263 in 2006 Bond Funds
 - \$396,000 in unexpended Capital Projects Funds
 - \$463,108 in Roadway Impact Fees
 - \$507,000 in Utility Funds
 - \$300,000 reprogrammed from Pleasant Valley Road Project- preliminary engineering
 - \$250,000 reprogrammed from Muddy Creek Bridge Project- preliminary engineering
- Total = \$5.5 million

Shortfall = \$800,000

Project Funding Summary, continued

- The \$800,000 shortfall can be covered by
 - \$600,000 of Dallas County Road and Bridge District #2 funds throughout three fiscal years.
 - An additional \$200,000 from General Fund FY 2020 that had been proposed for supplemental street maintenance projects.
- Staff will continue to work with our partners to investigate other cost saving alternatives.

Project Funding Summary, continued



This will function as a reimbursement.
Sachse will front funds dedicated to maintenance on Type B/C streets to Sachse Road

BUT those funds will be reimbursed by the County throughout three fiscal years

So, shortfall addressed and City can still deliver maintenance to Type B/C streets it committed to in the budget



Staff Recommendations

- Staff recommends Council approve the funding strategy for the Sachse Road Project.
- Staff recommends that Council adopt a resolution affirming the City's ability to fund its share of the project.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACHSE, TEXAS, AFFIRMING THE CITY'S ABILITY TO FUND MCIP PROJECT 22804 IN THE AMOUNT OF SIX MILLION, THREE-HUNDRED THOUSAND DOLLARS FOR THE RECONSTRUCTION OF APPROXIMATELY 0.75 MILES OF SACHSE ROAD AS FURTHER IDENTIFIED IN THE PROJECT SPECIFIC AGREEMENT TO THE MASTER AGREEMENT GOVERNING MAJOR CAPITAL TRANSPORTATION IMPROVEMENT PROJECTS BETWEEN THE CITY OF SACHSE AND DALLAS COUNTY, FOR MCIP PROJECT 22804, PREVIOUSLY APPROVED BY THE CITY THROUGH RESOLUTION 3832, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Sachse, Texas, and Dallas County, Texas, entered into a Project Specific Agreement on or about July 7, 2015 ("Project Specific Agreement"), for the purpose of transportation improvements on Sachse Road and 5th Street inside Dallas County; and

WHEREAS, the City Council was presented with a proposed First Amendment to the Project Specific Agreement ("PSA") for MCIP Project #22804, for the reconstruction of approximately 0.75 miles of an existing roadway beginning at the intersection of 5th Street and SH 78, extending east along 5th Street to its intersection with Sachse Road, continuing eastward along Sachse Road to its intersection with Miles Road, located within the City, approved through Resolution 3832; and

WHEREAS, the City Council affirms its ability to fund MCIP Project #22804 in the amount of six million, three-hundred thousand dollars;

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

SECTION 1. The City Council hereby affirms the City's ability to fund MCIP Project #22804 and authorizes the City Manager to execute any necessary amendments to the PSA.

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

DULY RESOLVED AND ADOPTED by the City Council of the City of Sachse, Texas, this the _____ day of _____, 2019.

CITY OF SACHSE, TEXAS

Mike J. Felix, Mayor

ATTEST:

Michelle Lewis Sirianni, City Secretary

**Agenda Item Details**

Meeting	Sep 03, 2019 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	2. Conduct the second public hearing on the proposed tax rate for the 2019-2010 fiscal year.
Access	Public
Type	Discussion, Procedural
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content**BACKGROUND**

This is the second of two mandated public hearings on the tax rate when the proposed tax rate exceeds the Effective Tax Rate. The first public hearing was held on August 19, 2019. On August 5, 2019, the City Council approved a motion to place an action item to adopt a tax rate greater than the Effective Tax Rate of 0.682051 per \$100 assessed value on the September 16, 2019 City Council agenda.

The Effective Tax Rate is the tax rate that will generate approximately the same amount of tax revenue as the prior year, excluding tax revenue to be raised from new property added to the tax roll this year. The proposed tax rate of 0.720000 is 5.56% greater than the Effective Tax Rate.

POLICY CONSIDERATIONS

If a taxing unit's proposed tax rate is higher than the lower of the Effective Tax Rate or the Rollback Tax Rate, the City Council must hold two public hearings in compliance with Chapter 26 of the Property Tax Code.

RECOMMENDATION

Conduct the second public hearing on the Proposed Tax Rate for the 2019-2020 Fiscal Year.

1 Notice of Tax Rate.pdf (63 KB)

NOTICE OF 2019 TAX YEAR PROPOSED PROPERTY TAX RATE FOR CITY OF SACHSE

A tax rate of \$0.720000 per \$100 valuation has been proposed for adoption by the governing body of City of Sachse. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of City of Sachse proposes to use revenue attributable to the tax rate increase for the purpose of rehabilitation of City streets.

PROPOSED TAX RATE	\$0.720000 per \$100
PRECEDING YEAR'S TAX RATE	\$0.720000 per \$100
EFFECTIVE TAX RATE	\$0.682051 per \$100
ROLLBACK TAX RATE	\$0.748935 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for City of Sachse from the same properties in both the 2018 tax year and the 2019 tax year.

The rollback tax rate is the highest tax rate that City of Sachse may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS
FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

John R. Ames, PCC, CTA
Dallas County Tax Assessor/Collector
1201 Elm Street, Suite 2600, Dallas TX
214.653.7811
TNTHELP@dallascounty.org

You are urged to attend and express your views at the following public hearings on the proposed tax rate:

First Hearing: August 19, 2019 at 7:30 pm at City Council Chambers 3815-B Sachse Rd, Sachse TX 75048.

Second Hearing: September 3, 2019 at 7:30 pm at City Council Chambers 3815-B Sachse Rd, Sachse TX 75048.

**Agenda Item Details**

Meeting	Sep 03, 2019 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	3. Conduct a public hearing on the proposed 2019-2020 fiscal year budget.
Access	Public
Type	Discussion, Procedural
Goals	Be a model of financial stewardship through growth management, responsible investment, and financial transparency.

Public Content**BACKGROUND**

The City Manager's 2019-2020 Proposed Budget for citywide programs and services was presented to City Council on August 5, 2019. Budget information was distributed for City Council review and consideration. The proposed budget has been posted on the City's website. A copy is also on file with the City Secretary and at the Sachse Public Library for public inspection.

This item is to allow public input regarding proposed revenues and expenditures for fiscal year 2019-2020. The proposed budget revenues and expenditures can be amended by City Council prior to adoption of the budget ordinance, which is scheduled for September 16, 2019.

POLICY CONSIDERATIONS

The budget document sets the financial and operational direction of the City for the next fiscal year.

RECOMMENDATION

Conduct a public hearing on the proposed 2019-2020 fiscal year budget.

2019-2020 Notice of Public Hearing on Budget.pdf (108 KB)

NOTICE OF PUBLIC HEARING

CITY OF SACHSE

PROPOSED OPERATING BUDGET FISCAL YEAR 2019-2020

The City of Sachse will hold a Public Hearing on the proposed budget for the fiscal year 2019-2020 on **September 3, 2019 at 7:30 p.m.** immediately following the Public Hearing on the proposed tax rate for the 2019-2020 fiscal year, at Sachse City Hall, 3815-B Sachse Road, Sachse, Texas 75048.

This budget will raise more total property taxes than last year's budget by \$1,032,966 or 6.75%, and of that amount, \$318,508 is tax revenue to be raised from new property added to the tax roll this year.

The public is invited to attend and make comments. A copy of the proposed budget is on file with the City Secretary's Office located at 3815-B Sachse Road, Sachse, Texas 75048, and it is also available on the City of Sachse website www.cityofsachse.com.

**Agenda Item Details**

Meeting	Sep 03, 2019 - Regular Combined City Council Meeting
Category	F. Regular Agenda Items
Subject	4. Discuss and consider eliminating fines for overdue Library items, waiving outstanding overdue fine balances, and waiving outstanding fines for older lost and damaged library materials.
Access	Public
Type	Action, Discussion, Information
Fiscal Impact	Yes
Dollar Amount	4,500.00
Recommended Action	Approve the recommendation from staff and the Library Board to eliminate fines for overdue Library items, waive outstanding overdue fine balances, and waive fines for older lost and damaged library materials.

Public Content**BACKGROUND**

At the August 12, 2019 Library Board meeting, the Library Board voted unanimously to recommend eliminating fines for overdue Library items. Current research indicates that overdue fines are not effective as an incentive for library patrons to return items on-time. Overdue fines also adversely impact children and elderly library patrons, which is counter to the mission of the Sachse Public Library to "link people to the world by enriching lives, creating community, and inspiring curiosity." In addition, declining revenue generated from overdue fines and the high costs associated with collecting overdue fines have led to numerous cities in the DFW-area eliminating fines for overdue library items. The Library Board also recommended waiving all outstanding fines for overdue Library items, as well as waiving a portion of older fines for lost or damaged items.

OVERVIEW

Staff and the Library Board recommend eliminating fines for overdue Library items. Instead of charging a daily fine for overdue items, the Library would suspend borrowing privileges for patrons with overdue items until the items are returned. Items that are not returned will be declared LOST after 30 days overdue, and the patron will be billed for the cost of the item, plus a processing fee. Charges for lost items will be waived if the item is returned after being declared LOST. The Library Board will consider an amended Library Circulation policy at a future meeting which would reflect these changes. The Master Fee Schedule would also be updated to remove the current fines for overdue library items. In addition, staff and the Library Board recommend waiving all outstanding fines for overdue Library items, as well as waiving a portion of older fines for lost or damaged items.

POLICY CONSIDERATIONS

Eliminating fines for overdue Library items will require updates to the Library Circulation Policy and the Master Fee Schedule.

RECOMMENDATION

Approve the recommendation from staff and the Library Board to eliminate fines for overdue Library items, waive outstanding overdue fine balances, and waive outstanding fines for older lost and damaged items.

**Agenda Item Details**

Meeting	Sep 03, 2019 - Regular Combined City Council Meeting
Category	G. Executive Session
Subject	1. The City Council shall convene into Executive Session pursuant to the Texas Government Code, Section §551.074: Personnel - regarding the annual review of the City Secretary.
Access	Public
Type	Closed Session

Public Content**BACKGROUND**

Historically, the City Council has conducted a performance review of the City Secretary every six months from the date of hire. Currently, the annual review of the City Secretary is conducted in September and the mid-year review is conducted in March.

POLICY CONSIDERATIONS

There are no policy considerations affiliated with this item.

RECOMMENDATION

Conduct Executive Session as appropriate.